

**THE LINKS AT VALLEYBROOK NEIGHBORHOOD  
ASSOCIATION, INC.  
("THE LINKS")**

\*\*Please refer to the latest guidelines as there are changes made from the previous year.

**RULES & ARCHITECTURAL CONTROL GUIDELINES**

**I. TERMS AND DEFINITIONS.**

- A.** Declaration of Easements, Covenants, and Restriction of the Valleybrook Community Association shall be referred to as the "Master Declaration."
- B.** Declaration of Covenants, Easements and Restrictions of The Links at Valleybrook Neighborhood Association, Inc. shall be referred to as the "Links Declaration."
- C.** The Links at Valleybrook Neighborhood Association, Inc. By-laws shall be referred to as the "Links By-Laws."
- D.** Landscaping shall be divided into to two areas of regulation:
  - 1. "Landscaping" – the adornment, decoration or improvement of the exterior of, or the ground surrounding, a Unit by contouring the ground or land or by planting
  - 2. flowers, shrubs or trees.
  - 3. "Hardscaping" – the adornment, decoration or improvement of the exterior of, or the ground surrounding, a Unit by means of the construction of concrete, pavers, masonry cement, stonework, brickwork or any other such construction that is more of a permanent nature than "landscaping," as defined above.
- E.** Classification of Violations:
  - 1. "Emergency Violations" – Violations of the Links Declaration and these Architectural Control Guidelines which are specified by Section 4.06 of the Links Declaration and which are subject to enforcement procedures set forth in that Section and in Section 7.18 (b) of the Links By-Laws. More specifically, violations which potentially could involve the expenditure of monies by The Links to correct violations involving the failure of a Unit Owner to maintain a Unit's exterior aspects, including, but not limited to exterior paint, roofs, party walls, privacy fences, and hardscaping as that term is defined in Section I (D), above.
  - 2. "Non-Emergency Violations" – Violations which do not escalate into Emergency Violations, as defined above, and which fall within the enforcement provisions of Section 7.18(i) of The Links Bylaws dealing with the power of the Board of Directors to collect assessments from Unit Owners "to abate nuisance and enforce observance of the rules and regulations ... ."

## **II. PROCEDURE.**

**A.** Every Unit Owner who desires to make any structural addition, alteration or improvement of or to his/her Unit or upon or to his/her Lot, or to impair any easement of record or easement referred to in the Master Declaration or the Links Declaration, or to construct any hardscaping, as defined in Section I(D) above, or to seek any exception to any of these Architectural Control Guidelines shall be required to take the following steps:

1. Submit the appropriate application for exterior work form to the Board of Directors of The Links, through its Property Manager. (A copy of the form to be used is attached hereto; no other form will be accepted.)
2. Take no steps to make, construct or undertake the requested structural addition, alteration or improvement to his/her Unit or upon or to his/her Lot until written consent is given to the Applicant by the Board of Directors.

**B.** If the Board of Directors does not act on the aforesaid application for exterior work within forty-five (45) days from the date of its submission to the Property Manager, then that application is automatically deemed to be denied. (Source: Declaration of Easements, Covenants and Restrictions of The Links at Valleybrook Neighborhood Association, Inc., Section 7.01(m).

## **III. GUIDELINES.**

### **GENERAL RESTRICTIONS:**

1. No Unit Owner or any other person residing in The Links shall build or cause to be built any exterior addition, improvement or structure, or any other manner of thing which alters the height or other exterior dimensions of the Owners' residence or property, the area covered by the residence or property, or the use of exterior color scheme thereof, without first having obtained the written approval of the Board of Directors. (Links Declaration, Section 7.01(h)(m).)

2. 90 Day Notice Period vs. 10 Day Notice Period

a. Emergency Violations shall be subject to the Board's issuing a 90-day notice to the subject Unit Owner before taking any enforcement action under the Links Declaration, the Links By-Laws and these Architectural Control Guidelines.

b. Non-emergency violations shall be subject to the Board's issuing a 10-day notice to the subject Unit Owner before taking any enforcement action under the Links Declaration, the Links By-Laws and these Architectural Control Guidelines.

### **A. SOLAR PANELS (Emergency Violation):**

See Attached Resolution

### **B. SATELLITE DISHES (Emergency Violation):**

1. Owner may install a Direct Broadcast Satellite (DBS) dish that is one meter (39 inches) or less in diameter. Satellite dishes that are larger than one meter in diameter are strictly prohibited.

2. The Association has designed certain locations as preferred locations for the installation of a satellite dish. Owners must install their antenna in the following designated locations\*:

- i. Inside a window within the home; or
- ii. on the rear roof of the building with its highest point below the peak of the roofline and above the gutter

\*If an owner cannot receive an adequate signal reception from any of the designated locations, he may apply for an alternative location, provided he submits (i) a written certification that installation of the antenna in the approved locations would not afford sufficient signal strength for adequate reception and (ii) a precise statement describing the alternative location where sufficient signal strength is adequate for reception. The Owner must submit such written certification within three days after the satellite dish is installed. If the Association can establish that signal strength is satisfactory for adequate reception, then the Owner will be required to locate the antenna at its own costs.

3. Owners shall not install an antenna in such a way that it encroaches upon common areas, or any other Owner's individual lot, including the air space.

**C. SIGNS (Non-Emergency Violation):**

No sign of any kind may be placed upon any lot or residence except those specifically approved by the Board of Directors, in writing. Exceptions: should a Unit Owner desire to place his/her Unit up for sale/rent, no written approval from the Board of Directors is needed for the placement of one (1) for sale/rent sign in the front and one (1) for sale/rent sign in the rear of a Unit, but no other for sale/rent signs will be permitted. Any sign that is approved by the Board of Directors for placement on the property of a Unit in accordance with the rule is to be of a sufficiently professional appearance.

**D. NON-OPERATING AND UNLICENSED VEHICLES (Non-Emergency Violation):**

No Unit Owner or resident of any Dwelling Unit shall leave any non-operating vehicle not licensed to be operated on or about the property of the Unit Owner. For purposes of this rule, a "non-operating" vehicle shall include those that are not currently registered and insured, and Unit Owners may be required to submit proof of current registration and insurance upon request by the Board of Directors. (Source: Master Declaration, Section 7.01(G).)

**E. SWIMMING POOLS, SWING SETS AND BASKETBALL BACK-BOARDS, MOVEABLE PLAYSETS AND TOYS (Non-Emergency Violation):**

- 1. No swimming pools, swing sets or basketball backboards may be erected or placed on any Lot. (Source: Master Declaration, Section 7.01(k).)
- 2. Moveable playsets and toys may be used in the rear of Units under the following conditions:
  - a. Such moveable play sets and toys must be placed back inside of the respective Unit or onto that Unit's patio, within its privacy walls, when not in use.

b. All moveable playsets and toys must be kept at all times either inside of the respective Unit or on that Unit's patio, within its privacy walls, on lawn cutting days and from November 1st through March 31<sup>st</sup> of each year. (Sources for 2(a) and 2(b): Master Declaration, Sections 7.01(E) pertaining to the quiet enjoyment of lots by other Members), 7.01(L) (pertaining to "structures"), and The Links Declaration, Section 7.01 (B) (pertaining to an "obstruction of the Property.")

**F. TENTS, SHEDS, STORAGE TANKS, STORAGE BINS AND**

**TEMPORARY OR ACCESSORY BUILDINGS (Non-Emergency Violation):**

No tent, shed, storage tank, storage bin (including plastic, Rubbermaid type storage bins), or accessory buildings may be erected, placed or permitted to remain upon any Lot without the written consent of the Board of Directors.(Source: Master Declaration, Section 7.01(L).)

Deck boxes of a neutral solid color may be kept within the confines of the deck or patio for the purpose of storing outdoor living space accessories and must not be used for the storage of trash or recycling. The box may not be any larger in size than 53" w x 29" d x 26" h or 124 gallons.

**G. TRAILER AND COMMERCIAL VEHICLES (Non-Emergency Violation):**

No trailers or commercial vehicles shall be permitted to remain upon any Lot or street in The Links without the prior written consent of the Board of Directors. (Source: Master Association, Section 7.01(L).)

**H. WINDOW AIR CONDITIONING UNITS (Non-Emergency Violation):**

No window air conditioning units may be installed or maintained on an Unit. (Source: Master Declaration, Section 7.01(L).)

**I. BOATS, TRAILERS, AND RECREATIONAL VEHICLES**

**(Non-Emergency Violation):**

No boats, trailers, or recreational vehicles, except four-wheel passenger automobiles and personal vans, shall be placed, parked, or stored upon any Lot. (Source: Master Association, Section 7.01(M).)

**J. ARTIFICIAL GRASS, PLANTS OR OTHER VEGETATION**

**(Non-Emergency Violation):**

No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot or Unit without the written consent of the Board of Directors. (Source: Master Declaration, Section 7.01(N).)

**K. UNSIGHTLY WEEDS, UNDERBRUSH, OR OTHER VEGETATION, INCLUDING DEAD GRASS (Non-Emergency Violation):**

No unsightly weeds, underbrush, or other vegetation, including dead grass shall be permitted to grow or remain upon any Lot, in the event that any Owner shall fail to keep his/her Lot free of unsightly weeds, underbrush or other vegetation, including dead grass, then the Board of Directors may either fine the Owner or enter upon any Lot and remove the same at the expense of the Owner. (Source: Master Declaration, Section 7.01(O).)

**L. REFUSE PILES AND UNSIGHTLY OBJECTS (Non-Emergency Violation):**

No refuse piles or unsightly objects shall be permitted to grow or remain upon any Lot. In the event that any Owner shall fail or refuse to keep his Lot free of such refuse piles or unsightly objects, then the Board of Directors may either fine the Owner of the Unit or enter upon any Lot and remove the same at the expense of the Owner. (Source: Master Declaration, Section 7.01(O).)

**M. WELLS, CASEMENTS AND WATER RETRIEVAL AND ACCESS FACILITIES (Emergency Violation):**

No Owner of any Lot or Dwelling Unit shall be permitted to drill any well or construct any casement or water retrieval or access facility. (Source: Master Declaration, Section 7.01(P).)

**N. STORM DOORS (Emergency Violation):**

Storm doors on the front of all homes must be of plain glass, full-view style or slide up half screen , with the color of the storm door to match the Fypon (located above the window) or match the siding, or front door of the Unit. Rear storm doors may be half-view, but in all other respects must conform to the aforesaid standards for front storm doors. No storm door may be placed on a Unit without the prior written consent of the Board of Directors. Retractable storm doors added per letter dated 8/7/2018

**O. EXTERIOR LIGHTING (Emergency Violation):**

Spotlights and motion detector lights are permitted with the prior written consent of the Board of Directors. It is requested that all holiday or seasonal decorative lighting be removed within thirty (30) days after the conclusion of the particular holiday season that they were meant to celebrate.

**P. FLAGPOLES (Emergency Violation):**

No permanently mounted flagpoles arising from the ground will be permitted.

**Q. STATUES (Non-Emergency Violation):**

No statues taller than 24 inches in height are permitted except with the written consent of the Board of Directors.

**R. PETS (Non-Emergency Violations):**

All pets must be walked on a leash, and may not be walked on any Unit Owner's property. Any person walking a dog must pick up that dog's waste and dispose of that waste as part of the community's weekly trash pickup. Dogs and cats may not be left outdoors unattended. Only one dog or one cat is permitted per Unit. Dog runs are prohibited. (Source: Links Declaration, Section 7.01(k).)

**S. TRASH, TRASH CANS AND RECYCLE BINS (Non-Emergency Violation):**

Trash should not be placed outside for pick up until after dark on the night before garbage is to be collected. All garbage placed outside for pickup should be bagged in plastic bags with appropriate twist ties, or in a proper receptacle with a lid. Garbage cans or receptacles should be brought back inside by the night of trash pickup. Garbage cans and recyclable bins must be kept **inside of a Unit**. It is requested that Unit Owners or their tenants place that Unit's number on any garbage cans or receptacles used so that they can be identified if lost. (Source: Links Declaration, Section 7.01(c).)

**T. LAUNDRY (Non-Emergency Violation):**

No-wash or laundry lines are permitted outside of any Unit or anywhere elsewhere they would be visible from the exterior of any Dwelling Unit.

**U. EXTERIOR PAINTING AND MAINTENANCE (Emergency Violation):**

The exterior painting and maintenance of all Units is to be performed as needed in a manner that is consistent with uniformity. All painting of trim, interior panels of bay windows, front and rear doors, shutters, privacy fences and any other part of the exterior of any Unit must be of the same color as the original, and must strictly conform with those colors specified in the attached Master Paint Guide (attached hereto and incorporated herein as "The Links at Valleybrook Colors"). All decks must be painted or stained in accordance with the Master Paint Guide. Replacement of decking with composite materials must first be approved by the Board of Directors. (Sources: Master Declaration, Section 7.01(C) (pertaining to the general regulatory authority of the Board of Directors over the exterior of Units); and, Links Declaration, Section 7.01(h).)

**V. PATIOS/DECKS (Emergency Violations):**

The construction of all patios and decks requires the written approval of the Board of Directors prior to construction.

**Units Without Walkout Basements:**

**Width:** Patios and decks may extend from privacy fence to privacy fence for interior Units. Patios and decks for end Units may not extend out beyond the walkway running along the side of that Unit.

**Depth:** Patios and decks can extend a maximum of fourteen (14) feet out from the rear of a Unit (i.e. from the door leading from the kitchen onto the patio or deck of each Unit, and NOT from the rear of a Unit's fireplace, if it has one), with the written consent of the Board of Directors.

**Railings:** Railings may be placed no more than fourteen (14) feet from the rear of any Unit (i.e. from the door leading from the kitchen onto the patio, and NOT from the rear of a Unit's fireplace, if it has one). No railing may be constructed on any patio or deck without the prior written consent of the Board of Directors and any unit installing a railing past eleven (11) feet must obtain permission from their adjoining neighbors.

**Units With Walkout Basements:**

**Width:** Patios and decks may extend from privacy fence to privacy fence and shall be permitted to extend beyond existing K. Hovnanian built decks under the following conditions:

- a. Written permission is received from the Board of Directors;
- b. Any such upper level deck, or ground level patio or deck is only lengthened, and not widened (i.e. along the Unit, and not out from the rear of the Unit)
- c. Railings on upper level decks are to be as originally installed, and on ground level decks patios railings may be not be extended more than eleven foot from the rear of the unit (i.e. from the door leading from the door of the kitchen onto the deck
- d. Any and all permits required for such a deck are first obtained by the Unit Owners before the said deck extension is constructed. No patio or deck may be constructed without the prior written consent of the Board of Directors; any work commenced prior to the giving of such written consent may result in a fine or a directive by the Board of Directors for the patio or deck to be removed, or both. The Unit Owner(s) shall be responsible for contacting the appropriate authorities to obtain a building permit when necessary for the construction of a patio or deck.
- e. Replacement of decking with composite materials must first be approved by the Board of Directors.

**W. GAZEBOS, SCREEN PORCHES, AND AWNINGS (Emergency Violations):**

Gazebos and screen porches are not permitted. Non-retractable awnings are not permitted. Striped and solid color retractable awnings are permitted as long as the dominant color of those awnings match a Unit's siding or shutters and also provided that prior written authorization is first obtained from the Board of Directors. (Source: exception made from Links Declaration, Section 7.01(i) for retractable awnings.)For temporary screen enclosure usage see resolution attached.

**X. HOT TUBS (Emergency Violation):**

Hot tubs are not permitted without the prior written consent of the Board of Directors.

**Y. BUG ZAPPERS (Non-Emergency Violation):**

Bug zappers may only be installed in backyards and only after the Unit Owners have received the prior written consent of the Board of Directors.

**Z. SELLERS AND RENTERS OF UNITS (Non-Emergency Violation):**

**Sellers:** All Unit Owners who place their Units for sale must notify The Links' Property Manager of that fact as well as of the identity and telephone number of any sales agent. Sellers must give the aforesaid written notification and information to the Property Manager when an agreement of sale has been entered into for the subject Unit.

**Renters:** All Unit Owners who are renting their Units must also provide The Property Manager with the names and telephone numbers of all tenants and a copy of the lease agreement executed by those tenants. Additionally, all rental agreements, whether they are written or oral in form, must require the renters to agree to be subject to all of the various rules and regulations of both the Valleybrook Community Association, Inc. (Master Association) and The Links. Additionally, the lease addendum issued by the Homeowners Association attached herein must be made part of any lease agreement in the Links.

**IV. ENFORCEMENT OF ARCHITECTURAL CONTROL GUIDELINES.**

**A. SUPERVISOR OF EXTERIOR WORK APPLICATIONS.**

The Board of Directors shall appoint one member of the Board to act as Supervisor of Exterior Work Applications, and that individual shall be responsible for performing the following functions:

1. Polling members of the Board of Directors in order to determine whether a majority believe that an application for exterior work should be approved or not after copies of the application have been sent to all Board Members and the Chairman of the Architectural Advisory Committee.
2. Reviewing an application for exterior work with the members of the Board of Directors before approving or denying the same whenever an objection is raised by a member of the Board of Directors within one (1) week of the dissemination of that application, as described above. The Chairman of the Architectural Advisory Committee may be consulted in the event of such an objection.
3. Communicating the approval or rejection of a particular application for an exterior work to the applicants is through The Links' Property Manager.

**B. PROCEDURE FOR ENFORCEMENT OF GUIDELINES THROUGH FINES:**

1. In the event that a Unit Owner is found to have committed an **Emergency Violation** of these Architectural Control Guidelines, written notice will be given of the said violation to the Unit Owners, giving them **ninety (90) days** within which to comply, request a meeting with the Board of Directors, or request a hearing before the Links Arbitration Committee. In the event that a Unit Owner is found to have committed a **Non-Emergency Violation** of these Architectural Control Guidelines, written notice will be given of the said violation to the Unit Owners, giving them **ten (10) days** within which to comply, request a meeting with the Board of Directors, or request a hearing before The Links' Arbitration Committee.

2. In the event that a Unit Owner who has been given the requisite notice required by step #1, set forth above, fails to comply with that notice, fails to request a meeting with the Board of Directors, and fails to request a hearing before the Links Arbitration Committee with the period of time specified above, then fines will be levied upon the said Unit Owner until compliance occurs, as follows

A. **\$50.00** for the first month of non-compliance after the requisite notice period has passed;

B. **\$75.00** for the second month of non-compliance after the requisite notice period has passed;

C. **\$100.00** for each succeeding month of non-compliance after the requisite notice period has passed.

3. In the event that the violating Unit Owners fail to pay any fines levied upon them for non-compliance with these Architectural Control Guidelines, then the Board of Directors may, in its discretion, initiate appropriate legal action to collect on any such fines in accordance with the policy established by the Board of Directors for the filing of lawsuits to collect past due assessments and fines.

**C. ARCHITECTURAL ADVISORY COMMITTEE.**

1. Purpose: To provide the Board of Directors with information regarding the extent to which The Links' Architectural Control Guidelines are being complied with, and to advise the Board of Directors on the merits of particular applications for exterior work when requested.

2. The Committee shall report to the Board of Directors each year as to which Units are in violation of particular guidelines through the issuance of standard violation notices which the Board shall then enforce the compliance of when necessary.

## **THE LINKS I AT VALLEYBROOK NEIGHBORHOOD ASSOCIATION RESOLUTION**

**WHEREAS**, the By-Laws of the Links I at Valleybrook Neighborhood Association authorizes the Board of Directors ("Board") to promulgate rules and regulations for the maintenance of property values throughout the Community; and

**WHEREAS** several people in the Community have expressed a desire to install a temporary screened in enclosure upon their patio; and

**WHEREAS** the Board recognizes the growing popularity of such temporary screened in enclosures; and

**WHEREAS** the Board wishes to accommodate those homeowners while at the same time preserving the appearance and property values of the Community.

**NOW, THEREFORE**, the following shall be added to the Architectural Guidelines pertaining to leasing and is hereby adopted by the Board of Directors:

1. Temporary outdoor screened enclosures are permitted in the community under the following conditions.

A. Homeowner must complete an Application for an Exterior Change prior to installing and/or erection. A picture of the proposed Temporary Screened Enclosure must be included with the application. The Board reserves the right to deny such request if, in it's sole discretion, it determines that the proposed Temporary Screened Enclosure distracts from the architectural harmony of the Community.

B. The Temporary Screened Enclosure must be located on the homeowner's patio (cannot be on the grass) and cannot extend past the privacy fence(s).

C. The Temporary Screened Enclosures may be installed/erected the weekend before the Memorial Day Weekend and must be removed the weekend after Labor Day.

D. The Temporary Screened Enclosure must remain clean, and free of tears or fraying. If the Homeowner/resident should permit the Temporary Screen Enclosure to become unsightly then the Board may revoke the permission to have the Temporary Screen Enclosure and order the Temporary Screen Enclosure to be removed. Failure to remove the Temporary Screen Enclosure shall constitute grounds for the Board to institute enforcement actions including, but not limited to, the issuance of a fine or self-help.


2. Disregard of any of these regulations will result in the homeowner being in violation of the Architectural Guidelines and subject to fines.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors that the afore stated policy and procedures be and they hereby are adopted, ratified and confirmed.

ADOPTED:

DATE: 28 August, 2013

BOARD OF DIRECTORS  
THE LINKS I AT VALLEYBROOK  
NEIGHBORHOOD ASSOCIATION

By:  Pres.  
Name: Joan M. Wagner, President

**THE LINKS I AT VALLEYBROOK NEIGHBORHOOD  
ASSOCIATION, INC.**

A non-profit corporation

**RESOLUTION ADOPTING RULES FOR INSTALLATION OF SOLAR PANELS**

**PREAMBLE**

These rules are adopted by the Board of Directors of The Links I at Valleybrook Neighborhood Association, Inc., on the 16 day of February, 2017, effective upon adoption.

**RECITALS**

Whereas, pursuant to Article VII, Section 7.01(m) of the Links I at Valleybrook Declaration of Covenants and Restrictions (the "Declaration"), the Links I at Valleybrook Neighborhood Association, Inc. (the "Association") is responsible for the regulation of the external design, appearance, use and maintenance of the homes and lots within the Links I at Valleybrook Community (the "Community"); and

Whereas, the Association exists pursuant to Title 15 of the Revised Statutes of New Jersey, the Articles of Incorporation, Declaration of Covenants and Restrictions and By Laws of the Association; and

Whereas, the Association is authorized to adopt and enforce reasonable rules and regulations in the interests of the Community; and

Whereas, in the best interest of the Community the Association desires and intends to adopt reasonable rules governing installation, maintenance, and use of solar panels on individual units in the Links I.

Now, therefore, the Association adopts the following policy and rules for the Community, which shall be binding upon all owners and their grantees, lessees, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess an interest in the Community, and which shall supersede any previously adopted rules on the same subject matter.

1. The installation and use of solar panels are permitted within the Community subject to the following.

- A. Solar panels are permitted only upon the rear roofs of the residence and shall not be allowed as a free standing device .
- B. No solar panel may extend onto the roof of the neighboring unit.
- C. Panels must be boxed in and blended to match the color of the roof.

D. All wiring shall be located on the rear porch of the roof and unit.

2. The installation of a solar panel is considered an alteration or improvement and is subject to the provisions of Article VII. As such, a homeowner must make application to the Association for approval prior to installation of the solar panels.

3. Installation must be done by a qualified contractor who has obtained all appropriate licensing and is insured for liability with a policy limit of a minimum amount of \$1,000,000.00.

ADOPTED:  
BOARD OF DIRECTORS  
DATE: 2/16/2017

THE LINKS I AT VALLEYBROOK  
NEIGHBORHOOD ASSOCIATION, INC.

By: *Joan M. Wagner*  
Name: Joan Wagner  
Title: President

By: *Juliana Hall*, Secretary

**ACKNOWLEDGMENT**

STATE OF NEW JERSEY :  
: ss.  
COUNTY OF CAMDEN :

BE IT REMEMBERED that on this 16<sup>th</sup> day of February, 2017, before me, the undersigned authority, personally appeared Joan Wagner who, I am satisfied is the person named in and who executed the within instrument and was authorized to and did execute this instrument as the President of the Links I at Valleybrook Neighborhood Association, Inc. and thereupon she acknowledged that she signed, sealed and delivered the same as the act and deed of the Links I at Valleybrook Neighborhood Association, Inc. for the uses and purposes therein expressed.

*Carol M. Gallo*

Notary Public  
My Commission Expires:

**CAROL M. GALLO**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires 1/9/2018**

**THE LINKS I AT VALLEYBROOK NEIGHBORHOOD ASSOCIATION  
POLICY RESOLUTION NO.  
SATELLITE DISH AND EXTERIOR ANTENNA GUIDELINES**

RECITALS:

WHEREAS, the Links I at Valleybrook Neighborhood Association, Inc. ("the Association") is responsible for the regulation and enforcement of architectural controls over all of the lots within the Links I Community; and

WHEREAS, the Association's Declaration provision that prohibits Owners from installing any type of television antenna within the Association without the prior written approval of the Board of Directors has been superseded by rules adopted by the Federal Communications Commission that govern the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas, including specifically satellite dishes; and

WHEREAS, the Board of Directors has chosen to adopt reasonable regulations governing the installation, maintenance, and use of satellite dishes consistent with the FCC rule, which also protect the structural integrity and aesthetic appearance of the Association.

NOW, THEREFORE, the Board of Directors adopts the following restrictions and regulations for the Association, hereinafter referred to as the "Rules," which shall be binding upon all Owners and their family members, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess any sort of property interest in a lot within the community, and which shall supersede any current restrictions of record or previously adopted rules on the same subject matter.

**I. DEFINITIONS**

- A. Antenna: any device used for the receipt of video programming services, including direct broadcast satellite dish (DBS), television broadcast antennas, and multipoint distribution service antennas (MDS). (Masts, cables, supports, conduits, wires, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.)
- B. Mast: structure to which an antenna is attached that raises the height of the antenna.
- C. Transmission-only antenna: any antenna used solely to **transmit** radio, television, cellular, or other signals.
- D. Owner: any party named in a deed of record as an Owner of a lot in the community or any party who acts with the written permission of the lot Owner to install an antenna.

- E. Telecommunications signals: signals received by DBS satellite dishes or television broadcast and MDS antennas,

## II. APPLICATION/NOTIFICATION RULES

- A. Owners have two options: They may submit an application to the Association for approval of their proposed antenna or they may file a Notice of Installation of an Antenna. If an Owner submits an application to the Association, he must submit the application before installation.
- B. If an Owner submits an application to the Association for approval of the antenna, the Association will review the application on an expedited basis. If the application meets all of the required criteria stated in this rule, the Association will rule on the application within 14 days of receipt of the application and issue a written notice of the ruling to the Owner. If the application does not meet all of the required criteria, the Association will not take more than 30 days from receipt of the application to issue a ruling on the application. If no ruling is issued within 30 days, the application shall be deemed approved by waiver.
- C. If an Owner submits a Notice of Installation of an Antenna to the Association, the Owner must submit the Notice within 3 days of the installation. In such a case, the Owner bears all risk that the Association will not approve the antenna because of a lack of compliance with the Rules stated herein. The Association reserves all powers to inspect the antenna after installation to determine if the antenna complies with the Rules. If not, the Association reserves all powers to compel the Owner to comply with the Rules, regardless of whether the Owner has already installed the antenna.
- D. Owners must file their applications/notices with the Association in writing.

## III. INSTALLATION RULES

### A. Antenna Size and Type

1. Owners may install a DBS dish that is one meter (39 inches) or less in diameter. Satellite dishes which are larger than one meter in diameter are strictly prohibited.
2. Owners may install a MDS antenna that is one meter or less in diameter. MDS antennas which are larger than one meter in diameter are strictly prohibited.
3. Pursuant to the FCC rule, Owners may install a TV antenna designed to receive broadcast stations.
4. Owners may not install any type of antenna which transmits a signal of any

sort or disrupts the reception of the radios and television sets of neighbors. Such antennas are strictly prohibited.

5. Any type of antenna not specifically protected by the FCC rule is strictly prohibited.
6. Owners may install no more than one antenna for each type of service.

**B. Location**

1. The Association has designated certain locations as preferred locations for the installation of a satellite dish. Owners must install their antenna in the following designated locations\*:
  - i. inside a window within the home; or
  - ii. on the rear roof of the building with its highest point below the peak of the roofline.

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\* If an Owner cannot receive an adequate signal reception from any of the designated locations, he may apply for an alternative location, provided he submits (i) a written certification that installation of the antenna in the approved locations would not afford sufficient signal strength for adequate reception and (ii) a precise statement describing the alternative location where sufficient signal strength is adequate for reception. The Owner must submit such written certification within three days after the satellite dish is installed. If the Association can establish that signal strength is satisfactory for adequate reception, then the Owner will be required to locate the antenna at its own costs.

2. Owners shall not install an antenna in such a way that it encroaches upon any common area, or any other Owner's individual lot, including the air space.
3. Owners are strictly prohibited from installing antennas on the common areas of the Association.

**C. Installation**

1. Antennas shall not be larger or installed higher at the point of installation than is absolutely necessary for reception of an acceptable quality signal.
2. Antennas must be properly secured so they do not jeopardize the safety of any passerby.
3. Antennas shall be installed and secured in a manner that complies with all applicable New Jersey building codes and manufacturer's instructions. Prior

to installation, Owners shall provide the Association with a copy of any applicable governmental permit if it is required for safety reasons.

4. Owners are required to exercise their best efforts to install their antenna in such a way and location where they can obtain an adequate signal with the least adverse impact upon the Community's aesthetic appearance. In this regard, technology now offers a number of highly efficient, economical, and aesthetically harmonious or invisible antenna alternatives for receiving broadcast television signals, in lieu of, or in addition to DBS or MDS antennas.

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5. Antennas shall be permanently grounded to minimize the possibility of electronic and fire damage.

6. The Association reserves the power to require Owners to camouflage any portion of the antenna so that it matches or is reasonably compatible with the color of the structure to which it is attached. If such a requirement would void the warranty from the manufacturer, the Owner must submit a copy of the warranty to the Association in order to be absolved of the requirement.

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7. The Association reserves the power to require Owners to install or provide screening around the antenna if the antenna is visible from the street or other lots. However, in no event will an Owner be required to incur an unreasonable expense to install a visual barrier. Any visual barrier so required must be installed within one week of the installation of the antenna.

8. Owners must install exterior wiring for the antenna in the least obtrusive manner.

#### **D. Installation By Tenants**

These rules shall apply in all respects to tenants.

### **IV. MAINTENANCE**

- A. Owners who install or maintain antennas are responsible for all associated costs, including, but not limited to, the costs to:

1. Place (or replace), repair, maintain, and move or remove antennas;
2. Repair damage to any property caused by the Owner's failure to properly install, maintain or use the antenna;
3. Pay medical expenses incurred by persons injured by the Owner's failure to

properly install, maintain, or use the antenna;

4. Reimburse residents or the Association for costs incurred to correct damage caused by the Owner's failure to properly install, maintain or use the antenna.
- B. Owners shall have a continuing duty to prevent their antennas from falling into disrepair or becoming a safety hazard. Owners shall be responsible for antenna maintenance, repair and replacement, and the correction of any safety hazard.
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- C. If an antenna becomes detached, the Owner must remove or repair such detachment within 72 hours of the detachment. If the detachment threatens anyone's safety, the Association may remove the antenna at the expense of the Owner.
- D. Owners shall be responsible for antenna repainting or replacement if the appearance of the exterior surface of their antenna deteriorates or is damaged in any way.

#### V. ENFORCEMENT

- A. ~~The Association reserves the power to grant a variance from any of the Rules expressed herein, but shall endeavor to protect the community from architectural blight to the greatest degree possible and shall strive to ensure that all concerns over safety are satisfied.~~
- B. If these rules are violated, the Association reserves all of its legal remedies, including, but not limited to, the assessment of fines.
- C. If any antenna installation poses a serious, immediate safety hazard or threat to property, the Association reserves the power to remove the antenna without notice to the Owner; however, whenever feasible, the Association shall provide advance written notice to the Owner of the Board's concerns for safety and its request of the Owner to remove, relocate, or resecure the antenna.

#### VI. SEVERABILITY

If a Court of law rules any provision herein to be invalid, the remainder of these rules shall remain in full force and effect.

Enacted this \_\_\_\_ day of \_\_\_\_\_, 2010.

BOARD OF DIRECTORS OF THE LINKS I  
AT VALLEYBROOK NEIGHBORHOOD  
ASSOCIATION

By: \_\_\_\_\_

## The Links At Valleybrook Colors

Any exterior work requires Board approval, PRIOR to work being started.

To determine the paint colors for your townhouse unit:

1. Find your building number and unit letter on the map on page 2.
2. Locate your color combination next to your building number on page 3.
3. Read your colors for your building and unit on pages 4-5.

Note: All buildings that are noted with a reverse combination just indicate to reverse the unit letters (i.e., the F Unit's colors now become the A Unit's colors), viewing the building from the front.

Paint color names and stock numbers are on page 6. Must use Benjamin Moore.

Siding colors (including a local distributor and telephone number) are on page 6.

Fypon manufacturer and installer information are on page 7.

Bay window inset panels are to be painted as per paint color schedule, and "picture frame" must be white. If these panels are to be covered with siding, they must match the main house siding color as listed in this guide.

Always refer to this schedule for the correct color. When in doubt, check by calling the management company first. Do not go by what a painter or neighbor may say.

Two bedroom units with upper front balconies, door must be same color as units front entrance door, grids can be white or same color as door.

**REMEMBER! ANY EXTERIOR WORK REQUIRES BOARD APPROVAL, PRIOR TO WORK BEING STARTED.**

COLOR COMBINATIONS	BUILDING NO.	STREET ADDRESS
Combination #1	Building #1	2, 4, 6, 8, 10, 12 La Costa
Combination #2	Building #2	14, 16, 18, 20 La Costa
Combination #3	Building #3	22, 24, 26, 28, 30, 32 La Costa
Combination #4	Building #4	34, 36, 38, 40, 42, 44 La Costa
Combination #1 Reversed	Building #5	183, 185, 187, 189, 191, 193 La Costa
Combination #3	Building #6	171, 173, 175, 177, 179, 181 La Costa
Combination #6 Reversed	Building #7	159, 161, 163, 165, 167, 169 La Costa
Combination #5	Building #8	151, 153, 155, 157 La Costa
Combination #3	Building #9	139, 141, 143, 145, 147, 149 La Costa
Combination #2	Building #10	131, 133, 135, 137 La Costa
Combination #5	Building #11	123, 125, 127, 129 La Costa
Combination #7	Building #12	115, 117, 119, 121 La Costa
Combination #2	Building #13	107, 109, 111, 113 La Costa
Combination #4	Building #14	95, 97, 99, 101, 103, 105 La Costa
Combination #5	Building #15	87, 89, 91, 93 La Costa
Combination #5	Building #16	65, 67, 69, 71 Greens Way
Combination #2	Building #17	57, 59, 61, 63 Greens Way
Combination #5	Building #18	49, 51, 53, 55 Greens Way
Combination #3 Reversed	Building #19	37, 39, 41, 43, 45, 47 Greens Way
Combination #8	Building #20	25, 27, 29, 31, 33, 35 Greens Way
Combination #1 Reversed	Building #21	13, 15, 17, 19, 21, 23 Greens Way
Combination #4	Building #22	1, 3, 5, 7, 9, 11 Augusta Lane
Combination #5	Building #23	13, 15, 17, 19 Augusta Lane
Combination #2	Building #24	21, 23, 25, 27 Augusta Lane
Combination #5	Building #25	35, 37, 39, 41 Augusta Lane
Combination #6	Building #26	14, 16, 18, 20, 22, 24 Greens Way
Combination #3	Building #27	2, 4, 6, 8, 10, 12 Greens Way
Combination #5	Building #28	13, 15, 17, 19, 21 La Costa
Combination #4 Reversed	Building #29	25, 27, 29, 31, 33, 35 La Costa
Combination #2	Building #30	43, 45, 47, 49 La Costa
Combination #6 Reversed	Building #31	51, 53, 55, 57, 59, 61 La Costa
Combination #1 Reversed	Building #32	63, 65, 67, 69, 71, 73 La Costa
Combination #4 Reversed	Building #33	75, 77, 79, 81, 83, 85 La Costa
Combination #6	Building #34	38, 40, 42, 44, 46, 48 Greens Way
Combination #3	Building #35	50, 52, 54, 56, 58, 60 Augusta Lane
Combination #4 Reversed	Building #36	38, 40, 42, 44, 46, 48 Augusta Lane
Combination #5	Building #37	30, 32, 34, 36 Augusta Lane
Combination #3	Building #38	18, 20, 22, 24, 26, 28 Augusta Lane
Combination #4 Reversed	Building #39	176, 178, 180, 182, 184, 186 La Costa
Combination #1 Reversed	Building #40	162, 164, 166, 168, 170, 172 La Costa
Combination #4 Reversed	Building #41	150, 152, 154, 156, 158, 160 La Costa
Combination #2	Building #42	142, 144, 146, 148 La Costa
Combination #5	Building #43	96, 98, 100, 102 La Costa
Combination #3	Building #44	84, 86, 88, 90, 92, 94 La Costa
Combination #2	Building #45	74, 76, 78, 80 La Costa
Combination #3 Reversed	Building #46	62, 64, 66, 68 70, 72 La Costa

All buildings that are noted with a reverse combination indicate to reverse the unit letters (i.e., the F Unit 's colors now become the A Unit's colors), viewing the building from the front.

**COMBINATION #1**

SIDING ..... NATURAL CLAY (FORMERLY CLAY)  
 BRICK ..... LANCASTER BLEND  
 ROOF ..... ROYAL GRAY BLEND (Now Discontinued...See Page 6)  
 GARAGE DOORS/BAY WINDOW INSET PANEL...DISTANT HILLS

<u>UNIT</u>	<u>SHUTTERS/DOOR</u>	<u>REVERSED</u>	<u>FYPON (AROUND DOOR, ABOVE WINDOWS &amp; ABOVE GARAGE DOOR)</u>
A	WESTTOWN RED	F	WHITE
B	MONTERY PINE	E	DISTANT HILLS
C	MONTERY PINE	D	DISTANT HILLS
D	SEAPORT	C	WHITE
E	WESTTOWN RED	B	FEATHER
F	BLACK	A	WHITE

**COMBINATION #2**

SIDING .....STERLING GRAY (FORMERLY PEWTER)  
 BRICK ..... 53DD  
 ROOF .....WINDSOR BLACK BLEND (Now Discontinued...See Page 6)  
 GARAGE DOORS/BAY WINDOW INSET PANEL...ALUMINUM

<u>UNIT</u>	<u>SHUTTERS/DOOR</u>	<u>REVERSED</u>	<u>FYPON (AROUND DOOR, ABOVE WINDOWS &amp; ABOVE GARAGE DOOR)</u>
A	SEAPORT		WHITE
B	BLACK		ALUMINUM
C	BLACK		ALUMINUM
D	WESTTOWN RED		WHITE

**COMBINATION #3**

SIDING .....DESERT TAN (FORMERLY SOFT ALMOND/ALMOND)  
 BRICK .....LANCASTER BLEND  
 ROOF .....CASTLEWOOD (Now Discontinued...See Page 6)  
 GARAGE DOORS/BAY WINDOW INSET PANEL...FRANKLIN WHITE

<u>UNIT</u>	<u>SHUTTERS/DOOR</u>	<u>REVERSED</u>	<u>FYPON (AROUND DOOR, ABOVE WINDOWS &amp; ABOVE GARAGE DOOR)</u>
A	WESTTOWN RED	F	FEATHER
B	DISTANT HILLS	E	WHITE
C	DISTANT HILLS	D	WHITE
D	SEAPORT	C	WHITE
E	MONTERY PINE	B	DISTANT HILLS
F	WESTTOWN RED	A	FEATHER

**COMBINATION #4**

SIDING.....SAVANNAH WICKER (FORMERLY WICKER)  
 BRICK .....53DD  
 ROOF.....ROYAL GRAY BLEND (Now Discontinued...See Page 6)  
 GARAGE DOORS/BAY WINDOW INSET PANEL...FEATHER

<u>UNIT</u>	<u>SHUTTERS/DOOR</u>	<u>REVERSED</u>	<u>FYPON (AROUND DOOR, ABOVE WINDOW &amp; ABOVE GARAGE DOOR)</u>
A	SEAPORT	F	FRANKLIN WHITE
B	MONTERY PINE	E	DISTANT HILLS
C	WESTTOWN RED	D	FRANKLIN WHITE
D	BLACK	C	ALUMINUM
E	BLACK	B	ALUMINUM
F	MONTERY PINE	A	FRANKLIN WHITE

**COMBINATION #5**

SIDING ..... NATURAL CLAY (FORMERLY CLAY)  
BRICK ..... LANCASTER BLEND  
ROOF ..... ROYAL GRAY BLEND (Now Discontinued...See Page 6)  
GARAGE DOORS/BAY WINDOW INSET PANEL...DISTANT HILLS

<u>UNIT</u>	<u>SHUTTERS/DOOR</u>	<u>FYPON (AROUND DOOR, ABOVE WINDOW &amp; ABOVE GARAGE DOOR)</u>
A	WESTTOWN RED	WHITE
B	BLACK	ALUMINUM
C	BLACK	ALUMINUM
D	SEAPORT	WHITE

**COMBINATION #6**

SIDING .....STERLING GRAY (FORMERLY PEWTER)  
BRICK ..... LANCASTER BLEND  
ROOF .....WINDSOR BLACK BLEND (Now Discontinued...See Page 6)  
GARAGE DOORS/BAY WINDOW INSET PANEL...ALUMINUM

<u>UNIT</u>	<u>SHUTTERS/DOOR</u>	<u>FYPON (AROUND DOOR, ABOVE WINDOW &amp; ABOVE GARAGE DOOR).</u>
	REVERSED	
A	SEAPORT	F WHITE
B	BLACK	E ALUMINUM
C	BLACK	D ALUMINUM
D	WESTTOWN RED	C WHITE
E	SEAPORT	B WHITE
F	BLACK	A WHITE

**COMBINATION #7**

SIDING .....DESERT TAN (FORMERLY SOFT ALMOND/ALMOND)  
BRICK ..... LANCASTER BLEND  
ROOF ..... CASTLEWOOD (Now Discontinued...See Page 6)  
GARAGE DOORS/BAY WINDOW INSET PANEL...FRANKLIN WHITE

<u>UNIT</u>	<u>SHUTTERS/DOOR</u>	<u>FYPON (AROUND DOOR, ABOVE WINDOWS &amp; ABOVE GARAGE DOOR).</u>
A	WESTTOWN RED	FEATHER
B	DISTANT HILLS	WHITE
C	DISTANT HILLS	WHITE
D	MONTEREY PINE	DISTANT HILLS

**COMBINATION #8**

SIDING.....SAVANNAH WICKER (FORMERLY WICKER)  
BRICK.....53DD  
ROOF.....ROYAL GRAY BLEND (Now Discontinued...See Page 6)  
GARAGE DOORS/BAY WINDOW INSET PANEL...FEATHER

<u>UNIT</u>	<u>SHUTTERS/DOOR</u>	<u>FYPON (AROUND DOOR, ABOVE WINDOWS &amp; ABOVE GARAGE DOOR).</u>
	REVERSED	
A	MONTEREY PINE	F FRANKLIN WHITE
B	WESTTOWN RED	E FRANKLIN WHITE
C	MONTEREY PINE	D DISTANT HILLS
D	BLACK	C ALUMINUM
E	BLACK	B ALUMINUM
F	SEAPORT	A FRANKLIN WHITE

## PAINTS

F&H Colors – Local Store: Conroy's Corner, 800 S. White Horse Pike, Somerdale, NJ 856-784-3688. Conroy's Corner has the original paint formula for the Links colors. NOTE: You must match the formally F & H Brand products. Again, the above local store is the ONLY SOURCE that carries Benjamin Moore (formally F & H Brand) products and can closely match the original F & H colors.

### COLORS:

Seaport #5025A	Distant Hills #5383M
Westtown Red (formerly Rubrum Lily)	Feather #5633M
Franklin White	Black
Aluminum #5432M	White
Monterey Pine #6155N	

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Windows to be white  
Corners to be white  
Gutters, leaders, trim to be white  
Fypon sills to be white

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## SIDING

Robert Brooks Supply Inc., Runnemede, NJ, (856) 931-5440

Wolverine Classic Vinyl Siding

### COLORS:

**Sterling Gray** (a gray tone) (formerly Pewter)  
**Savannah Wicker** (a beige tone) (formerly Wicker)  
**Natural Clay** (a taupe tone) (formerly Clay)  
**Desert Tan** (a yellow tone) (formerly Soft Almond/Almond)

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## ROOF SHINGLES

Combination #1, #4, #5 and #8: GAF brand 3-tab style Slate or Architectural style Slate.

Combination #2 and #6: GAF brand 3-tab style Nickel Gray  
or Architectural style Pewter Gray.

Combination #3 and #7: GAF brand 3-tab style Weathered Gray  
or Architectural style Weathered Wood.

Roof Shingles Local Distributor: Universal Supply, Gloucester City 856-742-0200.

NOTE: Your contractor may say that the current 3-Tab choices above are discontinued. They are NOT discontinued. They are definitely available in our area only. If you have any problems, please contact the management company or the Links Board.

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## BRICK

Glen Gery Corp.  
Lancaster Blend  
53 DD

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## MORTAR COLORS

### Siding Color

**Savannah Wicker**

**Desert Sand** (formerly Soft Almond)

**Natural Clay**

**Sterling Gray**

### Mortar Color

Glen Gery Colored Mortar Blend G401

Glen Gery Colored Mortar Blend G401

Glen Gery Colored Mortar Blend G401

Regular Mortar Color

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## PRIVACY FENCES

Will be **WHITE** including wood or resin fencing. All support posts and trim will also be **WHITE**.

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**DECKS** – Your choice of the following three colors:

Behr (Home Depot Brand) Semi-transparent stain – Cappuccino ST-142

or

Behr (Home Depot Brand) Semi-transparent stain – Chestnut ST-110

or

Behr Paint – Iron Ore PFC - 14

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**FYPON** – Local Installer & Manufacturer Information

Universal Supply Co

851 S White Horse Pike

Hammonton, NJ 08037-2098

(609) 561-6300

Fypon Manufacturer: [www.fypon.com](http://www.fypon.com) Phone: 800.446.3040

