



2026

Leisure Glen Homeowners Manual

*including information from the
Leisure Glen Restated Offering Plan
Declaration & By-Laws*

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INTRODUCTION

This **2026** edition of the Leisure Glen Homeowners Manual was designed to inform homeowners of explicit information pertaining to our community.

Excerpts from the Leisure Glen Restated Offering Plan Declaration of Covenants, Restrictions, Easements, Charges and Liens, By-Laws and Amendments that pertain to the information in this manual have been added for further clarification. (See **NOTE** below)

From time to time the Homeowners Manual may be updated, and we ask for your support in keeping your copy current when replacements or additional pages are issued.

Please keep your manual handy for ready reference and do not hesitate to ask for clarification of any item if you are unsure of its full meaning.

NOTE:

Excerpts from the Leisure Glen Restated Offering Plan **Declaration of Covenants, Restrictions, Easements, Charges and Liens** will be color coded in **red type** and excerpts from the **By-Laws** will be color coded in **blue type**.

See pages 79-81 for a glossary of terms used in the Offering Plan.

Lucia Elser, Administrative Manager
on behalf of the Leisure Glen Board of Directors

I. GENERAL INFORMATION

1. THE BOARD OF DIRECTORS

The affairs of the Association are conducted by the Board of Directors, consisting of seven resident/owners.

- Meetings of the Board of Directors are held in accordance with the By-Laws.
- Open resident meetings are held in the Clubhouse Auditorium twice a year:
 - September – Presentation of the Budget
 - June – Annual Board Election and Presentation of the Audited Financial Statements
- Special Meetings of the resident body shall be called by the President of the Association if so directed by the Board of Directors.

2. ELECTION OF DIRECTORS

Excerpted from Amendment #19 of the Leisure Glen Restated Offering Plan By-Laws: Article VIII. Board of Directors, Section 1. Number, Term and Qualifications (in effect as of 6/25/20):

The number of Directors which shall constitute the whole Board shall be no more than seven (7) and no less than three (3). All Directors:

- (i) Must be a member of the association or the immediate family member residing in the member's home; and*
- (ii) Shall have been a member of Leisure Glen Homeowners Association, Inc. for at least one (1) year prior to the date of election, or immediate family member residing in the member's home for at least one (1) year prior to the date of election; and*
- (iii) Must physically reside at Leisure Glen Homeowners Association, Inc., for at least ten (10) months of each calendar year; and*
- (iv) May not be employed on a full-time basis in any capacity; and*
- (v) Must be in good standing, which shall be defined for the purposes of this Article VIII, Section 1 as being current in all financial obligations to the Association, not having any architectural violation, and having provided the Board of Directors with proof of dwelling insurance in accordance with the Board's requirements; and*
- (vi) Must not knowingly be in violation of any provisions of the Declaration or By-Laws or Rules and Regulations; and*
- (vii) At the first Annual Meeting following the effective date of this Amendment, Members shall vote for and elect seven (7) Directors [four (4) for a two (2)-year term, and three (3) for a one (1)-year term]. Thereafter, at each subsequent Annual Election, those elected shall serve a two (2)-year term; and*
- (viii) No Director may be elected to serve more than three (3) consecutive two (2)-year terms.*

3. RESIDENT VOTING

Excerpted from Amendment #19 to the Leisure Glen Restated Offering Plan Declaration of Covenants, Restrictions, Easements, Charges and Liens, Article IV. Membership and Voting Rights in the Association (in effect as of 6/25/20):

The Association shall have one class of membership interest. The owner of each dwelling unit on The Properties subject to this Declaration shall be a member.

Each Member, or the spouse of a Member is entitled to one vote on any business that comes before them in which they have a voting interest. When more than one person or entity holds such interest in any Home, the one vote attributable to such Home shall be exercised as such persons mutually determine but, ~~with the exception of cumulative voting employed in the election of Directors~~, not more than one vote may be cast with respect to any such Home. For purposes of this section the word "home" shall have the same meaning as "lot" and therefore if there is no home constructed on a particular lot in the Development, the owner of such lot will still be considered a Member entitled to cast the one vote as set forth above. No ~~Member~~ voter shall split or divide its vote on any motion, resolution or ballot ~~other than in the cumulative voting procedure employed in the election of Directors~~.

As per Amendment #19 to the Leisure Glen Restated Offering Plan By-Laws, Article VI. Membership and Voting Rights, Section 1. Membership (in effect as of 6/25/20):

Section 1. Membership. The Association shall have one class of membership interest as follows:

The Owner of each Home (or "lot" in the event no home is constructed on such lot) on the Properties shall be a member of the Association whether such Home is a townhouse or any other type of residential dwelling unit and whether such ownership is joint, in common or tenancy by the entirety. Each member, or the spouse of a member, is entitled to one vote. When more than one person or entity holds such interest in any Home, the one vote attributable to such Home shall be exercised as such persons mutually determine but ~~with the exception of cumulative voting employed in the election of Directors~~, not more than one vote may be cast with respect to any such Home. ~~No member shall split or divide its votes.~~ Votes shall not be split or divided on any motion, resolution or ballot ~~other than in the cumulative voting procedure employed in the election of Directors~~.

As per Amendment #19 to the Leisure Glen Restated Offering Plan By-Laws, Article VII. Quorum, Proxies and Waivers, Section 1. Quorum (in effect as of 6/25/20):

Section 1. Quorum. So many ~~Members~~ authorized voters as shall represent at least ~~51%~~ forty percent (40%) of the total authorized votes ~~of all Members present in person or represented by written proxy shall be requisite to and shall constitute a quorum at all meetings of the Association for the transaction of business, except as otherwise provided by Statute, by the Declaration, the Certificate of Incorporation of the Association or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Association,~~ ~~the Members~~ those entitled to vote thereat, present in person or represented by written proxy,

shall have the power to adjourn the meeting. At least 5 days written notice of such adjourned meeting shall be given to all ~~Members~~ those entitled to vote. At such adjourned meeting any business may be transacted which might have been transacted at the meeting originally called.

As per Amendment #19 to the Leisure Glen Restated Offering Plan By-Laws, Article VII. Quorum, Proxies and Waivers, Section 2. Vote Required to Transact Business (in effect as of 6/25/20):

Section 2. Vote Required to Transact Business. When a quorum is present at any meeting, the vote of a majority of ~~the Members~~ those entitled to vote present in person or represented by written proxy shall decide any question brought before such meeting and such vote shall be binding ~~on all Members~~, unless the question is one upon which by express provision of the Statute, Declaration, Certificate of Incorporation or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

As per Amendment #19 to the Leisure Glen Restated Offering Plan By-Laws, Article VII. Quorum, Proxies and Waivers, Section 3. Right to Vote (in effect as of 6/25/20):

Section 3. Right to Vote. Members, or the spouse of a Member, shall be entitled to vote either in person or by proxy at any meeting of the Association. Any such proxy shall be valid for such meeting or subsequent adjourned meetings thereof.

Remaining provisions are unchanged.

4. THE COMMITTEES

Excerpted from the Leisure Glen Restated Offering Plan By-Laws, Article VIII. Board of Directors, Section 5. Powers, Item (b): The Board of Directors may, by resolution or resolutions, passed by a majority of the whole Board, designate one or more committees, each of such committees to consist of at least three (3) members or immediate family member residing in home of Member, one of whom shall be a Director, which, to the extent provided in said resolution or resolutions, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Association and may have power to sign all papers which may be required, provided the said resolution or resolutions shall specifically so provide. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Committees established by resolution of the Board of Directors shall keep regular minutes of their proceedings and shall report the same to the Board as required.

Committees operate within the guidelines of Board approved charters. Residents are urged to participate in the affairs of the community and should communicate their interest to the chairpersons listed in the community phone book (Glen Guide) and website. Following are the committees with a brief description of their responsibilities.

ARCHITECTURAL REVIEW COMMITTEE

- Administers the architectural control established in the Offering Plan and Architectural Standards
- Processes resident applications for external changes or improvements relating to the homeowner's property, including landscape changes
- Investigates documented resident complaints
- Alerts the Board regarding resident violations

BUDGET & FINANCE COMMITTEE

- Assists and advises the Treasurer in the following:
 - Development of the annual budget - Track, review and analyze actual vs. monthly estimates (including year-to-date perspective)
 - Review adequacy of reserve accounts periodically

ELECTION COMMITTEE

(Annual Board of Director Election and community wide voting)

- Review all submitted resumes of potential candidates to determine eligibility
- Coordinate with the Administration Office on timetable of election process and distribution of election notices and proxy/ballots to the community
- Oversee the collection of proxy/ballots, recording of votes and reporting of results to the community

GAZETTE COMMITTEE

- The Gazette Committee is a group of volunteers who devote their time **to bring you up to date on all events that occur within and around our community each month**. The Gazette also contains a monthly calendar of all Leisure Glen community events and articles on various topics of interest. Residents who would like to submit articles for publication are encouraged to do so. The Glen Gazette has been in existence since 1987.

INFRACTIONS COMMITTEE (Dormant)*

- The Infractions Committee notifies residents of formal complaints received against them for actions deemed to be infractions against the By-Laws and/or House Rules of the community and requests payment of any fines due as a result of an infraction. **Infractions are currently being handled by the administration office.*

LGTV COMMITTEE

- The LGTV Committee utilizes our in-house TV channel **to provide the community with Leisure Glen news and events of interest from our clubs, committees, the HOA and outside advertisers. The LGTV committee also provides the community with important notices during emergencies.** Advertising funds help LGTV upgrade and maintain the in-house TV system with no cost to our residents.

PLANS COMMITTEE

- The Plans Committee analyzes and studies issues that affect the current as well as the long-term wellbeing of the community. Issues to be studied are assigned by the Board of Directors and/or may be initiated by the committee.

POOL COMMITTEE

- The Pool Committee is comprised of residents who volunteer their time, effort and expertise to keep our pool safe and sanitary.

PROJECTS TRACKING & MANAGEMENT COMMITTEE

- The Projects Tracking & Management Committee maintains a comprehensive report of all Leisure Glen Projects whether proposed, actual or conceptual. The committee monitors and maintains project activity from each Project Coordinator on a frequent basis, and coordinates each component item as it progresses through each stage with the Plans Committee, Accounting Manager, Operations Manager and the Board of Directors.

RECOURSE COMMITTEE (Dormant)*

- The Recourse Committee provides residents with a means of recourse in the event that they feel they have been incorrectly or unfairly served a fine for an infraction of the rules. **Residents disputing incorrectly or unfairly served fines can request a Grievance Meeting with the Board at this time.*

WEBSITE ENHANCEMENT COMMITTEE

- The Website Enhancement Committee consists of volunteers from the community who maintain the Leisure Glen Website with **current information concerning the ongoing events, as well as access to many required forms for the administration, recreation, and architectural controls.** Residents must visit the Web at www.leisureglen.com and register in order to be able to access the full site.

WELCOME COMMITTEE

- The Welcome Committee meets with new residents and provides an initial general orientation regarding social and general rules and regulations of the community.

5. SERVICE GROUPS

Service Groups foster social connection and create a sense of community for residents by keeping them informed and helping to make the services offered an enjoyable experience for them.

BLOCK CAPTAIN

- Resident volunteers who provide informational literature from the Board of Directors, the Homeowners Association, Clubs and Committees to Leisure Glen residents on the last Wednesday or Friday of the month

BUS

- Resident riders on the Leisure Glen Bus who recommend any improvements needed for bus usage/schedules, and report current/potential bus problems to the Recreation Manager

LIBRARY

- Resident volunteers who maintain and monitor the record of books by author and title, that are available at the Clubhouse Library for lending to residents

6. MONTHLY MAINTENANCE FEE

The monthly maintenance fee payable by Homeowners covers the cost of fulfilling the responsibilities of the Association, e.g. Contract Services, Gated Security, Alarm Systems, Utilities including Street Lights, Refuse and Recyclables Collection, Insurance, Taxes, Professional Expenses, Bus Service, and Reserve Funds. The Association's maintenance responsibilities to unit Homeowners are listed under Maintenance Responsibilities. Refer to Section II of this manual.

- Reviewed annually by the Budget & Finance Committee, the Board, and the Managers
- Special requirements may be the subject of assessments as determined by the Board
- Timely maintenance payments are mandatory, and are subject to late charges

7. MANDATORY RESIDENT INSURANCE COVERAGE

Excerpted from the Leisure Glen Restated Offering Plan Declaration of Covenants, Restrictions, Easements, Charges and Liens, Article XI. Insurance, Section 2. Homes:

*Each homeowner shall be required to obtain and maintain adequate insurance (HO3 policy) of his home which shall insure the property for its full replacement value with no deductions for depreciation against loss by fire or other hazards. Such insurance shall be sufficient to cover the full replacement value, or for necessary repair or reconstruction work. Such insurance shall be written in the manner designated by the Association **and shall name the Board of Directors as an additional insured**. Each Owner shall be required to supply the Board of Directors with evidence of insurance coverage on his home which complies with the provisions of this section.*

- The above insurance information must be filed with the Association at the time of purchase and **annually at time of policy renewal**.

8. SELLING, LEASING AND GIFTS OF HOMES

Excerpted from the Leisure Glen Offering Plan By-Laws, Article XIII. Selling Leasing and Gifts of Homes:

Section 1. Selling, and Leasing Homes.

*Any home may be conveyed or leased by a Member free of any restrictions except that no Member shall convey, mortgage, pledge, hypothecate, sell or lease his Home without complying with **the age restrictions as described in the *Declaration of Covenants and Restrictions in Article II thereof and unless and until all unpaid Association expenses assessed against the Home shall have been paid as directed by the Board of Directors**. Such unpaid Association expenses, however, may be paid out of the proceeds from the sale of a Home, or by the Grantee. Any sale or lease of a Home or unit in violation of this section shall be voidable at the election of the Board of Directors. Upon the written request of a Member or his mortgagee, the Board or its designee shall furnish a written statement of the unpaid charges due from such member which shall be conclusive evidence of the payment of amounts assessed prior to the date of the statement. A reasonable charge may be made by the Board for the issuance of such statements.*

Section 2. Gifts, etc.

“Any Member may convey or transfer his Home by gift during his lifetime or devise his Home by will or pass the same by intestacy without restriction against transfer, but still be subject to the provisions of the Declaration of Covenants, Restrictions, Easements, Charges and Liens and all age restrictions.”

****Excerpted from the Leisure Glen Restated Offering Plan Declaration of Covenants and Restrictions, Article II. Restriction on Occupancy:***

In order to preserve the character of Leisure Glen Homeowners Association, Inc., as a Planned Adult Community, anything to the contrary herein notwithstanding, occupancy of all units shall be restricted as follows:

- (a) *To any person of the age of 55 years or over; or*
- (b) *A husband or wife, regardless of age, residing with his or her spouse, provided the spouse of such person is of the age of 55 years or over; or*
- (c) *The child or children, or grandchild or grandchildren residing with a permissible occupant, provided the child or children, or grandchild or grandchildren is or are of the age of 19 years or over; or*
- (d) *The individual or individuals, regardless of age, residing with and providing physical or economic support to a permissible occupant.*

The foregoing occupancy restrictions shall not be construed to prohibit the occupants of any of the Homes from entertaining guests, of any age, in their Homes, including temporary residency not to exceed three months.

Instructions & Requirements for the Seller & Buyer of a Leisure Glen Unit

PLEASE NOTE: Leisure Glen is an adult 55 and over restricted community. The community is not a condominium nor is it a co-operative. Leisure Glen is a Planned Unit Development (PUD). A PUD is a community of homes where the homeowner owns the physical structure (house) and the lot/land underneath it. All homeowners also share in the ownership and maintenance of the common areas as members of the homeowners association (HOA).

1. At the time the home is listed for sale, the Administration Office must be notified and provided with the contact information for the listing agent and the seller's attorney.
2. The Administration Office will notify the Architectural Review Committee when a home is listed for sale, and an **ARC Resale Review** of the home will be done to confirm that there are no open Architectural Applications pending completion, and there are no unpaid fines for any ARC Violations.
3. At least one person residing at the dwelling being purchased must be 55 years of age or older. **As a condition of purchasing, proof of age is required for the resident that is 55 years of age or older. Prior to closing, please fax this office one of the following acceptable forms: A passport, driver's license, or certified birth certificate.**
4. Seller, or Seller's designee (relative, attorney or realtor) must advise the office of Buyer's name and closing date.
5. Seller, or Seller's designee (relative, attorney or realtor) must notify the Buyer that there is **an Administrative Fee** payable to Leisure Glen Homeowners' Association,

Inc. on resale of a unit. This fee will cover **administrative** costs related to the resale process **and a capital contribution equivalent to two months of the current maintenance fee, as defined in our governing documents.** Rev. 4/3/26

6. The Buyer has been made aware that **any** penetration or alteration to the roof from the time of the construction of the dwelling to the present, is his/her responsibility, and hereby waives the right to make any claims against the Leisure Glen Homeowners Association, Inc. for any damages, direct or consequential, arising as a result of the installation of **any** item that penetrates or alters the roof. The Homeowner will be assessed for any necessary repairs to any installations on the roof.
7. It is recommended that the Buyer/Seller alert the Leisure Glen security Gatehouse @ (631) 744-6434 of the date(s) of moving vans/trucks arrival into Leisure Glen.

8. **PRIOR TO CLOSING**, the Seller or Seller's designee (relative, attorney or realtor) shall turn over to the Buyer:
a) the Offering Plan with a complete set of Amendments and b) the Homeowners Manual. If not available, these items can be replaced by the Association for a fee.

AT CLOSING, the Seller or Seller's designee, in addition, shall turn over to the Buyer:

- a) **6 Pool Identification Wristbands and b) the Glen Guide Telephone Directory.**

AT ORIENTATION, **Gate Entry Tags** will be installed on the vehicle(s) of the **resident(s) only** by HOA personnel.

9. **Phone, Internet, and Cable Television** (Select TV Package including 320 Channels + Showtime) services provided by Altice/Optimum are activated at each home and are covered under your monthly maintenance payment.

For the Seller:

Residents who are selling need to leave 1 (one) modem (coax system) or 1 (one) Gateway 6 box (fiber optic system) inside the home and return any additional TV

Boxes to the Optimum Store. Sellers must also contact Altice/Optimum @ 888-565-5785 to cancel any of their additional services outside of the bulk agreement, i.e., DVR, HBO and/or MAX, etc.

If you don't want to transfer and port out your existing phone number to your new residence, the number will stay with the home.

If you do want to transfer and port your existing phone number to your new residence, you will need to contact Altice/Optimum @ 888-565-5785 and they will facilitate the transfer and port, and you must also advise the Administration Office @ 631-744-4988 to make other provisions to keep the required phone service active.

For the Buyer:

When a resident moves in, they need to call Altice/Optimum @ 888-565-5785 to order services in their name and if desired, order any additional services and/or premium channel/packages.

10. Once a home is in contract, the Buyer must provide the Homeowners Association with the contact information for their attorney. The Buyer's attorney will be sent "Unit Owner Information" and "Unit Owner Registration" forms, along with the "Resale of a Leisure Glen Dwelling - Part I" form (containing items #1-18 from pages 9-13 of this manual), who will in turn provide them to the Buyer. The Buyer will return to the Administration Office all of these forms completed and signed, together with the Transfer Fee, at their Orientation appointment.
11. Buyer is required to obtain Homeowner's Insurance and must supply a copy of the declaration page of their Homeowner's Policy to the Administration Office at their orientation appointment.

Excerpted from the Leisure Glen Restated Offering Plan Declaration of Covenants, Restrictions, Easements, Charges and Liens, Article XI. Insurance, Section 2. Homes:

*Each homeowner shall be required to obtain and maintain adequate insurance (HO3 policy) of his home which shall insure the property for its full replacement value with no deductions for depreciation against loss by fire or other hazards. Such insurance shall be sufficient to cover the full replacement value, or for necessary repair or reconstruction work. Such insurance shall be written in the manner designated by the Association and shall name the Board of Directors as an **additional insured**. Each Owner shall be required to supply the Board of Directors with evidence of insurance coverage on his home which complies with the provisions of this section.*

12. Buyer(s) will be contacted by the Administration Office, once a closing date has been scheduled, to make an Orientation appointment with an HOA representative. At the Orientation appointment, the Buyer will sign the necessary paperwork that is kept on file for each dwelling, provide the office with contact, emergency and visitor information, and receive an overview with handouts of community related topics, i.e. Architectural Alterations, Infractions and Recourse, Homeowner and Association Responsibilities, Smoke/Fire Alarm System, Clubs and Committees, etc.
13. When a Buyer becomes a member of the Association and wishes to make any exterior improvements to the home or grounds (Patio, Gutters & Leaders, Attic Fan, Exterior Lighting, Storm Doors, Landscaping, etc.), **the member must submit an application to the Architectural Review Committee and obtain written approval upon ownership.** Applications are available at the HOA Office and on the Leisure Glen Website (www.leisureglen.com).
14. **It is imperative during the transition of ownership, that telephone service remain active so as to provide protection for the dwelling against smoke/fire.** Sellers must not turn off utilities such as water, electric and gas. Final meter readings can be scheduled for day of closing. Buyers can then call to activate service in their name. This coordination will prevent disruption of service and unnecessary costs. Buyers must also contact the Suffolk County Sewer District to have service for their dwelling placed in their name.
15. It is the Seller(s) obligation to have all maintenance fees and any late charges or any unpaid fines paid up to date **prior to closing**. If there is an outstanding balance prior to closing (i.e. 2 months or more of unpaid maintenance fees), or any unpaid fines, it is the Seller(s) obligation to satisfy these amounts due in the form of a bank check. Non-compliance to the above will result in the HOA not being able to provide a letter of clearance for closing (Resale of a Leisure Glen Dwelling – Part II form), which will prevent closing of the property.
16. By purchasing a residence in Leisure Glen, the Buyer automatically becomes a member of the Homeowners Association and is subject to the terms of the Offering Plan and all Rules and Regulations. By signing the Resale of a Leisure Glen Dwelling – Part I (containing items #1-18 from pages 9-13 of this manual), each Buyer acknowledges receipt of the following documents and agrees to be bound by their terms:

- (i) Leisure Glen Offering Plan (which includes the By-Laws and Declaration);
- (ii) Amendments (#1-20) to the Leisure Glen Offering Plan;
- (iii) Homeowners Manual.

17. Resident requesting the delivery and placement of a dumpster, storage container (PODS), etc. **(10 yd. maximum)** on their property **(driveway only)** must complete a “Dumpster/Storage Container Application” to be submitted with a deposit to the Administration Office prior to the delivery of the dumpster, storage container (PODS), etc. The deposit will be returned upon the inspection of the driveway, after the dumpster/storage container has been removed.
18. If any Attorney, Real Estate Agent, Title Company, Seller or Buyer, et al, requests a copy of either the Leisure Glen Certified Financial Statements or a copy of a property survey (if available), a fee of \$25 is due for each document and made payable to Leisure Glen Homeowners Association, Inc.

Gifting of a Home:

If a home is gifted, the new Homeowner (s) must notify the Administration Office of the change in title and schedule an orientation appointment, at which time the Office staff will provide you with any pertinent information as the newly registered owner of the home.

NOTE:

- Both the Seller and the Buyer should be aware of House Rule #6, in Section XII of this manual governing the use of Dumpsters and PODS, etc.
- When a “Tag Sale” is planned by the Seller of a Leisure Glen home, the policy for Tag Sales as stated in House Rule #4, in Section XII of this manual, should be followed.
- The procedure for showing a home in Leisure Glen for resale by a Seller or a Seller’s broker is outlined in House Rule #7, in Section XII of this manual.

Leasing of a Home

The Leisure Glen Restated Offering Plan By-Laws, Article XIII. Selling, Leasing and Gifts of Homes, Section 1. Selling and Leasing of Homes (see page 8 of this document) was amended (Amendment #18 – in effect as of 3/12/14) by the addition of a new Subsection to Section 1, to be known as Subsection (a), reading as follows:

Subsection 1(a). Leasing Homes.

In addition to the leasing restrictions set forth at Section 1, no Homeowner may lease his/her Home except in compliance with the following:

- (a) For all purposes of this Subsection, the leasing of a Home shall be defined as the occupancy of the Home by one or more persons in the absence of the record owner of such Home for a period in excess of (3) three months during any calendar year, irrespective of whether the record owner is compensated in any manner for such occupancy. Notwithstanding the foregoing, the provisions of the Subsection shall not apply if the occupant is the parent to the record owner or if the record owner is a trust for which the occupant is the trustee or settlor, provided the trust was created for the purpose of family financial planning.*
- (b) By leasing a Home, the Homeowner transfers to his tenant all rights to use any and all Leisure Glen Homeowners Association, Inc. amenities and facilities. A Homeowner renting his Home may not use any Leisure Glen Homeowners Association, Inc. facilities during any period of time the Home is rented.*
- (c) No Home shall be leased without the prior written consent of the Board of Directors, which shall be limited to a determination of the following:*
 - (i) The payment of a fee to cover the Board's administrative time and costs. This fee shall not be due for the renewal of an existing lease.*
 - (ii) That a Rider prepared by Leisure Glen Homeowners Association, Inc. containing language obligating the tenant to be bound by the terms of the Declaration, By-Laws and House Rules of Leisure Glen Homeowners Association, Inc. and acknowledging receipt of those documents from the Homeowner/landlord has been executed.*
 - (iii) That a Rider prepared by the Leisure Glen Homeowners Association, Inc. irrevocably appointing and constituting it as the Homeowner's attorney-in-fact to seek, at the Homeowners expense, the eviction, equitable relief and/or damages of or from the occupants in the event of the violation of the Declaration, By-Laws or House Rules by the tenant, provided Leisure Glen Homeowners Association, Inc. first gives the Homeowner notice of the violation as reasonable opportunity to cure has been executed.*
 - (iv) That the Homeowner is in possession of a current Rental Permit from the Town of Brookhaven.*

The request for written consent from the Board of Directors shall be solicited by submitting a full and complete copy of the proposed lease, the daytime and evening and cell telephone numbers for each occupant of the Home, proof of liability and property damage insurance coverage in an amount deemed adequate by the Board of Directors and a Rental Permit issued by the Town of Brookhaven.

The Board of Directors shall make a decision with respect to each application to lease a Home within ten (10) business days after its receipt of all documents and information referred to in this Subsection.

- (d) The leasing of any Home **shall comply with the applicable age restriction.***
- (e) The **initial term of each lease** and each renewal lease shall be for **one (1) year.***
- (f) Any Homeowner **desiring to renew a previously approved lease** may do so provided that he submits to the Board of Directors no less than thirty (30) days prior to the expiration of the then current lease term:*
 - (i) A complete copy of the lease for the Home, which lease shall include the language for an initial lease as stated above*
 - (ii) A current Rental Permit from the Town of Brookhaven and*
 - (iii) A current insurance certificate complying with the requirements set forth above.*

Notwithstanding the foregoing, Leisure Glen Homeowners Association, Inc. shall have the right to prohibit the renewal of any lease if in the good faith exercise of its business judgment the Board of Directors determines that any occupant or the Home has repeatedly violated the Declaration, By-Laws or Rules and Regulations of Leisure Glen Homeowners Association Inc. In the event the Board of Directors makes such a determination, it will so advise the Homeowner in writing.

- (g) **No Homeowner may lease his/her Home until the expiration of one (1) year after the acquisition of title. This requirement shall not apply to any owner who acquired title to his/her home by inheritance.***
- (h) **No Homeowner (or family member or family trust) may lease his Home for more than a total of five (5) years.** After five (5) years of rental the Homeowner must either resume occupancy of the Home in accordance with the terms of the By-Laws, Declaration and Regulations, or sell the Home. The Board of Directors shall have, in the exercise of its good faith business judgment, the discretion to permit a Homeowner to lease his Home for more than five (5) years in such cases, and on such terms, as it deems necessary to avoid an undue hardship.*
- (i) This Amendment shall be effective thirty (30) days after the date a copy is mailed to all Homeowners. This Amendment shall apply to all leases made on or after the effective date.*
- (j) **In the event a Homeowner violates any of the terms of this Amendment** and Leisure Glen Homeowners Association, Inc. incurs any costs or expenses in connection with such violation including, but not limited to legal fees, such costs and expenses shall be chargeable to the Homeowner as additional assessments, subject to all of the collection remedies set forth in the Declaration.*
- (k) The terms of this Subsection shall not apply to any home(s) owned or acquired by Leisure Glen Homeowners Association, Inc.*

Leasing of a Home – cont'd

Information for the Homeowner(s):

- a) All Homeowners must:
 - Inform the HOA of their intent to lease and obtain a copy of the **HOA Rental Packet** from the Administration Office.
 - Supply the HOA with a copy of the:
 - 1. Rental Application (**HOA Rental Packet**)
 - 2. Lease
 - 3. Rider to Lease (**HOA Rental Packet**)
 - 4. Town of Brookhaven Rental Permit
 - 5. Insurance Certificate (Renter's Policy)
 - 6. Proof of Age of Occupants
 - 7. Application fee (non-refundable) payable to Leisure Glen HOA, Inc.
 - 8. Copy of the Deed
- b) The Board of Directors will make a decision within ten (10) business days after its receipt of all the required items listed above and the Homeowner will be notified in writing.
- c) Owners are responsible for an **Administrative Fee of \$1,000** payable to Leisure Glen HOA for each new tenant that is procured.
- d) Owners must continue to supply the HOA with home insurance renewal information.
- e) At the expiration of any said lease, Owner/Landlord will inform the Administration Office in writing as to their intent to re-lease, sell or keep home unoccupied.

Information for Tenant(s):

- a) The HOA office will contact tenants to schedule an Orientation appointment.
- b) Tenants will not be permitted into the community until the effective date of their lease.
- c) Tenants will be required to fill out a "Renters" Unit Information Form to be kept on file at the Administration Office.
- d) Tenants must abide by the same rules, regulations, By-Laws, restrictions as homeowners.
- e) Any problems concerning the inside of the dwelling must be handled exclusively with the landlord.
- f) There are Architectural Restrictions for the outside of the dwelling that must be followed, however, **tenants are not permitted to make any exterior changes to the dwelling.**

II. MAINTENANCE RESPONSIBILITIES

1. MAINTENANCE RESPONSIBILITIES OF THE ASSOCIATION FOR COMMON PROPERTIES AND HOMEOWNER UNITS

Excerpted from the Leisure Glen Restated Offering Plan Declaration of Covenants, Restrictions, Easements, Charges and Liens, Article V. Property Rights in the Properties, Section 2. Title to Common Properties:

Prior to conveyance of title to the first Home on the Properties, the Developer shall convey to the Association legal title of the Common Properties subject, however, to the following covenant which shall be deemed to run with the land and shall be binding upon the Association, its successors and assigns:

*In order to preserve and enhance the property values and amenities of the Development, the Common Properties and all facilities now or hereafter built or installed thereon, shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. **The maintenance and repair of the Common Properties shall include, but not be limited to, the repair of damage to roadways, walkways, buildings, tennis courts, pool, pool house, outdoor lighting and fences, landscape maintenance, snow removal for the entire development, exterior home and building maintenance to all homes which will consist of staining or painting the exterior of the Homes and roof repair and replacement to the Homes and Buildings.** This section shall not be amended, as provided for in Article XIV, Section 2, to reduce or eliminate the obligation for maintenance and repair of the Common Properties.*

Excerpted from the Leisure Glen Restated Offering Plan Declaration of Covenants, Restrictions, Easements, Charges and Liens, Article X. Exterior Maintenance, Section 1. Exterior Maintenance:

*In addition to maintenance of the Common Areas, the Association shall provide **exterior painting or staining to each Home and maintenance of the roof of each Home** which is subject to assessment under this Declaration. The Association, shall also be responsible for **landscape maintenance, snow removal of the roadways, parking areas, driveways and walkways throughout the Development, maintenance of the walks, parking spaces, roadways and facilities comprising the Common Properties and maintenance of any pipes, wires or conduits located outside of any Home including common water and sewer lines** located outside of the Homes.*

Excerpted from the Leisure Glen Restated Offering Plan Declaration of Covenants, Restrictions, Easements, Charges and Liens, Article X. Exterior Maintenance, Section 2. Disrepair of Lots:

In the event the Owner of any Home in The Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, including but not limited, where such maintenance functions are not otherwise directed by the provisions of this Declaration to be performed by the Association, to structural and exterior maintenance of the roof, siding and fascia of the Home or other buildings, structures

or improvements constructed on the lot, maintenance of walkways, driveways, parking spaces and roadways (including snow removal), upon direction of the Board of Directors, it shall have the right, through its agents and employees to enter upon the lot upon which said Home is located and to repair, maintain and restore the lot and the buildings and any other improvements erected thereon. The cost of such maintenance shall be added to and become part of the assessments to which such Home is subject.

SMOKE/FIRE ALARM SYSTEM

The Association shall provide for the testing, maintenance, repair, operation and monitoring of the smoke and fire alarm system serving each home. However, repair costs required as a result of damage to the system, e.g., keypads, circuit boards, etc. caused by a resident or homeowner, shall be borne by the homeowner.

ROOF, GUTTERS, SKYLIGHTS AND SOLAR TUBES

The Association will make repairs or replace roof shingles when certified by the Operations Manager. Leaders and gutters will be cleaned **2 times/year on a program basis** but not replaced. Regarding repairs, **if any damage or leaks occur as a result of any work where penetration to the roof was involved**, the homeowner is to notify the office so the Operations Manager can refer the problem to the HOA roofer only for repair since the HOA is responsible for the integrity of the roof. The responsibility for the cost of the repair will be billed to the homeowner by the HOA. **Skylights are the responsibility of the homeowner.**

DRIVEWAY

The Association will repair or replace damaged driveways subject to yearly inspections, recommendations and budget considerations by the Board; re-sealing to coincide primarily with the 4-year paint cycle.

THE PAINTING OF THE EXTERIOR OF YOUR HOMES

Any wood rot must be repaired, at owner's cost, prior to HOA painting. The HOA will have a contractor inspect the dwelling and prepare estimates for repair to any wood rot for the homeowner or notify the homeowner if their dwelling passed inspection. The Association will then perform the following:

- Paint exterior trim white including all doors except wood grain doors
NOTE: If the main entrance door will be painted in any approved HOA color other than white, the homeowner must supply the paint (**ARC application needed**)
- Paint wood fences (no repairs or replacements)
- Seal blacktop driveway
- The maintenance of the roof flue and electrical meter pans are the responsibility of the homeowner

LAWN

- Lawns are mowed weekly, subject to weather conditions, and edged at the curb
- Fertilizers, pre-emergent treatments & fungicides are applied on a seasonal schedule

CURB TREES

- Pruning and/or removal of curb trees is subject to review by the Oper. Mgr.
- The Association will prune and/or remove with no replacement; if replacement of a curb tree is desired, **the cost will be borne by the resident** (contact the Operations Manager via the Administration Office with your request)

SPRINKLERS

The Association periodically inspects for needed repairs and adjustments and winterizes the system for the season.

RETAINING WALLS ON COMMON PROPERTY

The Association will repair or replace as needed.

SNOW REMOVAL

The Association will remove snow from all roadways, driveways, walkways to the front door, and sidewalks, fire hydrants, cluster mailboxes, etc. The HOA is **not** responsible for snow removal around the gas meter and any low-lying exterior vents, of a dwelling, i.e., water heater exhaust, furnace exhaust, dryer vent. **During the accumulation of any snow, the Paseo will be closed for safety concerns and considerations.**

NUISANCE WILDLIFE ISSUES – Capturing of raccoons, etc. **outside of dwelling**

2. MAINTENANCE RESPONSIBILITIES OF THE HOMEOWNERS

PROPERTY:

TREES

The maintenance and pruning of any tree on the property other than a curb tree, is the responsibility of the homeowner. All shrubbery must be trimmed to a maximum of 8ft. tall (**Any planting or removal of trees on a member's property requires an Architectural Review Committee application**).

SHRUBS

Maintenance & pruning **(Any planting or removal of shrubs on a member's property requires an Architectural Review Committee application)**

NOTE: *Shrubs must be trimmed to approximately 12" to 18" from the dwelling to allow contractor room to perform repairs and to paint; and to allow sunlight and air to circulate helping to reduce wood rot and termite infestation.*

SPRINKLER HEADS AND/OR SPRINKLER LINES (RELOCATION)

The cost for the **relocation of sprinkler heads and/or sprinkler lines** is to be borne by the homeowners. **The work will be performed under the supervision of the Operations Manager.**

RETAINING WALLS

Repair and/or replacement of walls on a member's property **(Requires an Architectural Review Committee application)**

WALKWAYS

Repair and/or replacement of walkways on a member's property **(Requires an Architectural Review Committee application)**

GROUND SURFACE DRAINAGE ON RESIDENT PROPERTY

Installation of French Drains, Drywells, etc. **(Requires an Architectural Review Committee application)**

NOTE: *When having any work done to your property involving masonry, landscaping, or installation of walls, the responsibility of any drainage issues that occur on the property or a neighboring property as a result of the work being done, rests solely with the Homeowner who is doing the work, and does not and will not become the responsibility of the Homeowners Association.*

DWELLING:

PHONE SERVICE

Must remain active at all times including vacant homes, snowbirds, etc. This is in order to provide for the transmission of the fire alarm signal and/or smoke detector signal to the Gatehouse

GUTTERS & LEADERS

Major repair or replacement **(Requires an Architectural Review Committee application)**

SIDING, WINDOWS, OVERHANG (EAVES), DOORS, GABLE VENTS, WOOD TRIM, FASCIA AND EXTERIOR DECORATIVE COLUMNS/POSTS (EITHER WOOD OR ALUMINUM)

Repair and/or replacement (**Most require an Architectural Review Committee application**).

ALL SKYLIGHTS, SOLAR TUBE LIGHTING, ATTIC FANS, AWNINGS, BATH FAN VENTS, SATELLITE DISH/TV ANTENNAE, A SEPARATE ADDITIONAL FLUE FOR THE NEW HIGH EFFICIENCY FURNACES AND/OR TANK LESS HOT WATER HEATERS, OR ANY ITEM THAT PENETRATES OR ALTERS THE ROOF SHINGLES AND/OR THE ROOF STRUCTURE

Installation or replacement (**Most require an Architectural Review Committee application**)

CLOTHES DRYER VENT

The cost for the replacement or relocation of a clothes dryer vent other than when the dwelling is re-roofed (**Requires an Architectural Review Committee application**)

CHIMNEY ENCLOSURES AND THE ENCLOSURE COVER & CAPS, ETC., FOR BOTH FURNACE AND FIREPLACES

Installation or replacement

FENCES

Repair and/or replacement (Replacement requires an Architectural Review Committee application)

CARBON MONOXIDE DETECTORS

Repair or replacement

NOTE: Batteries should be replaced once a year, say at Daylight Savings Time

THE ENTIRE INTERIOR, INCLUDING DOOR JAMBS, ETC. EXCEPT FOR BUILDER INSTALLED ALARM EQUIPMENT

COST FOR THE REMOVAL OF ANIMALS, E.G., RACCOONS, SQUIRRELS, ETC. FROM ATTIC, ETC.

INFESTATION CONTROL, E.G., TERMITES, CARPENTER ANTS, RODENTS, ETC.

SEWER BLOCKAGES, WATER MAIN BREAKS & WATER PROBLEMS AT A DWELLING

SEWER BLOCKAGES

Blockage within a dwelling is the resident's responsibility:

- Sections 1, 2, 3 & 4 (See Map of Development on pg. 180 of the Leisure Glen Restated Offering Plan or on page 82 of this document): Blockage from dwelling cleanout located immediately outside of dwelling to sewer trunk line in middle of the road; call **Suffolk County Department of Public Works at 631-852-4109**, since they are responsible.
- Sections 5 & 6 (See Map of Development on pg. 180 of the Leisure Glen Restated Offering Plan): Blockage from the exterior side of the dwelling to first clean out (immediately outside of the dwelling to the next cleanout) is the HOA's responsibility. From the second clean out to sewer trunk line call Suffolk County Department of Public Works at 631-852-4109.

If you have a blockage, regardless of which section you live in, call the Suffolk County Department of Public Works first, as stated on the reverse side of your bill, before calling anyone else.

WATER MAIN BREAKS

The Suffolk County Water Authority (631-665-0663) is responsible from the street to the water meter.

Leisure Glen HOA is responsible from the water meter to your dwelling foundation.

The resident is responsible for the inside of the dwelling.

WATER PROBLEMS (INSIDE DWELLINGS & ON COMMON AREAS)

If you experience "brown water" from any faucets or your washing machine water is brown, contact the Administration Office @ 631-744-4988 to report the problem and call: **SUFFOLK COUNTY WATER AUTHORITY @ 631-698-9500** as well. If you notice a water leak on common property notify Administration during business hours, after hours, contact the Gatehouse Security at 631-744-6434 who will then report the problem to the appropriate personnel.

3. HOUSEHOLD GARBAGE

Garbage is to be placed in a plastic or metal garbage can with a cover or a heavy-duty black garbage bag. All residents are reminded that the use of tall, white plastic, kitchen bags or other thin flimsy plastic bags is forbidden. They are subject to being ripped open by animals, crows and seagulls with the result that refuse is strewn about your and your neighbors' lawns and the roadways. **There will be a \$25.00 fine for the first offense.**

Garbage will continue to be picked up on Mondays and Thursdays, except for holiday weeks. The Administration Office, the Gazette, and the Leisure Glen Website will inform you of the exceptions. The trucks will be in the Glen throughout the day. Garbage should not be put out before 6PM the preceding night. **All Garbage should be at curbside by 6AM on the day of pick-up.**

Garbage cans and recycle bins must be brought in from the street after collection and must not be stored in any location that is visible from the street.

DISPOSAL OF BULK ITEMS

Pick-up and disposal of bulk items include: mattresses, couches, air conditioner units, appliances, small household furniture, large cardboard boxes, etc. **Please call our carting company, Winters Bros. (A WM Company), directly at 631-244-7272 before Wednesday noon for Thursday pickup of these bulk items.**

ALTERNATE WEEK RECYCLING*

Recyclables are scheduled for pick-up on Wednesday mornings. Place containers at curbside **by 6:00 a.m.** on pick-up day **not before 6:00 p.m.** the preceding night. Recyclables should be placed **directly in the container and not bagged.** **Shredded paper** should be placed in **brown paper bags only.** **All glass** is to go in with your regular garbage. **No plastic bags should be included in recyclables.**

***1 week–newspapers & cardboard and 1 week-plastics and cans (see distributed Schedule)**

Pick-ups, of course are subject to delays due to weather, equipment breakdown or holidays.

BATTERIES AND FLUORESCENT LIGHT BULBS

Batteries and fluorescent light bulbs may be disposed of into a receptacle designated for these items located at the south side of the Administration Building.

HAZARDOUS MATERIAL

Our carting company **does not** dispose of or pick up hazardous material(s). There is a program called STOP (Stop Throwing Out Pollutants) located at the Brookhaven Town Landfill on Horseblock Road in Brookhaven, where you may dispose of these hazardous materials according to the following schedule:

April 1- Oct. 31st: Wednesdays and Saturdays between 8AM-12 noon

November – March 31st: Saturdays between 8AM – 12 noon

These materials include computers, paint, paint thinner, motor oil, batteries, empty propane tanks, etc. The HOA does not provide this service.

4. HOA CONTACT INFORMATION FOR HOMEOWNER INQUIRIES

Homeowner inquiries or complaints must be reported to the HOA Office located at 311 Glen Drive, Ridge, NY 11961. A work ticket will be generated if applicable.

- Office Hours are Monday through Friday (excluding holidays) 8:00 AM – 4:00 PM (Closed from 12 PM – 1 PM for lunch)
- **Telephone: 631-744-4988 Fax: 631-744-0450 Email: info@leisureglen.com**
- **Verbal** requests (complaints) to the Operations Manager or a member of the Board of Directors **will not** be honored.

III. ARCHITECTURAL CONTROL

Excerpted from the Leisure Glen Restated Offering Plan Declaration of Covenants, Restrictions, Easements, Charges and Liens, Article VIII. Architectural Control:

No building, fence, wall or other structure, or change or alteration to the exterior of the Homes or in the landscaping shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration there be made until the plans and specifications showing the nature, kind, shape, height, materials, color and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within ninety (90) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with. The provisions of this paragraph shall not apply to Developer. As set forth in Article VIII, Section 7 (d) of the Association By-Laws, a two thirds majority of the Board of Directors or Architectural Committee shall be required for approval of any addition, change or alteration.

Excerpted from the Leisure Glen Restated Offering Plan By-Laws, Article XIV. General Provisions, Section 3. Architectural Control:

No building, fence, wall, statuary or other structure, or change in landscaping shall be commenced, erected or maintained upon the Properties nor shall any exterior addition to or change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, height, materials, color and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three or more representatives appointed by the Board. The provisions of this Section 3 shall not apply to the Developer. A two-thirds majority of the Architectural Committee shall be required for approval of any addition, change, or alteration. The makeup and procedures of the Architectural Committee are as follows:

- (a) Members of Architectural Committee. The Architectural Committee shall consist of three (3) members; provided, however, that such number may be increased or decreased by resolution of the Board of Directors. The Architectural committee shall be initially composed of three (3) persons, each of who shall be a representative of Developer. Members of the Architectural Committee may be removed at any time without cause by the Person appointing such member as provided herein. The Board shall have the right to appoint and remove the two (2) other members of the Architectural Committee, at the organization meeting of the Board following the first meeting of the Association. At least one (1) member of the Architectural Committee shall be an Owner of a Home in the Development (other than a representative of Developer).*

(b) Rights of Appointment.

- (1) By Developer. Developer shall have the right to appoint a majority of the members of the Architectural Committee until the last Home is sold in the Development.*
- (2) By the Board. The Board shall have the right to appoint those members of the Architectural Committee which Developer is not authorized to appoint until such time as Developer's rights of appointment have expired, and thereafter the Board shall have the right to appoint and remove all members of the Architectural Committee. Architectural Committee members appointed by the Board shall serve for a term of one (1) year or until their respective successors are appointed.*
- (3) Notice of Appointment. Whenever an Architectural Committee member is appointed or removed while both Developer and the Board have rights of appointment, written notice of such appointment or removal shall be given by the appointing party to the other party.*

(c) Plans and Specifications. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, landscaping plans, elevation drawings and description or samples of exterior material and colors. Until receipt by the Architectural Committee on any required plans and specifications, the Architectural Committee may postpone review of any plan submitted for approval. Decisions of the Architectural Committee and the reasons therefor shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval, within ninety (90) days after receipt by the Architectural Committee of all materials required by the Architectural Committee. Any application submitted pursuant to this Section shall be deemed approved, unless written disapproval or a request for additional information or materials by the Architectural Committee shall have been transmitted to the Applicant within ninety (90) days after the date of receipt by the Architectural Committee of the Applicant's most recent submission.

(d) Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

- (1) The Architectural Committee or its duly authorized representative may at any time inspect any Improvement for which approval of plans is required under this Section 3. However, the Architectural Committee's right of inspection of improvements for which plans have been submitted and approved shall terminate sixty (60) days after the work on Improvement has been completed and the respective Owner has given written notice to the Architectural Committee of its completion. The Architectural Committee's rights of inspection shall not terminate pursuant to this paragraph if plans for the work of Improvement have not previously been submitted to and approved by the Architectural Committee. If, as a result of such inspection, the Architectural Committee finds that the Improvement was done without obtaining approval of the plans therefor or was not done in substantial compliance with the plans approved by the Architectural Committee, it shall notify the owner in writing of failure to comply with this Section within sixty (60) days from the inspection, specifying the particulars of noncompliance. The Architectural Committee*

shall have the authority to require the Owner to take such action as may be necessary to remedy the noncompliance.

- (2) If upon the expiration of sixty (60) days from the date of such notification, the Owner has failed to remedy the noncompliance, the Architectural Committee shall notify the Board in writing of such failure. Upon Notice and Hearing, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date that notice of the Board ruling is given to the Owner. If the Owner does not comply with the Board ruling within that period, the Board, at its option, may take whatever action it may have at law in equity or in the Declaration or By-Laws.*

1. PROCEDURE FOR EXTERIOR CHANGES

- a) An application, including detailed plans and specifications for **ANY exterior addition, change, or removal, must be submitted to the Architectural Review Committee** at the HOA Office in the Admin. Bldg. **Incomplete applications will not be accepted by the Office.**
- b) Outside Contractors must provide copies of their Insurance Certificate & License **to the homeowner** to be submitted with each application.
- c) Applications can be obtained at the HOA Office or on the Leisure Glen Website. The application package includes guidelines and specifications.
- d) **Applications, normally, are approved or denied within 30 days of receipt** by the Committee.
- e) **After notification that the application has been approved, the project must be completed within 90 days.** The homeowner can request an extension, if more time is needed, or the application can be withdrawn, if the work has been cancelled.
- f) **When a project is completed, the homeowner must inform the Architectural Review Committee** so that a final inspection can be made.

2. APPEALS

- In the event that the Architectural Review Committee denies the application, a Grievance (appeal) may be submitted to the Board of Directors.

3. INSPECTION OF COMPLETED PROJECT

- a) The Architectural Review Committee has 60 days from receipt of notification of completion to make its inspection.
- b) The homeowner shall be notified within 30 days after inspection regarding approval or non-compliance. After final approval, the original application will be returned to the homeowner stamped to attest satisfactory completion.
- c) See excerpt from the [Leisure Glen Offering Plan By-Laws, Article XIV. General Provisions, Section 3. Architectural Control, \(d\) Inspection of Work on pages 27-28](#), regarding the procedure to be followed for the inspection of work and correction of defects.

4. RESALE REVIEW

- At the time the home is listed for sale, the Administration Office will notify the Architectural Review Committee and an ARC Resale Review will be done to confirm that there are no open Architectural Applications pending completion, and there are no unpaid fines for any ARC violations.

5. HARDSHIP MAILBOXES

- a) Handicapped persons wishing home delivery of mail, must first apply at the Ridge Post Office. Once the written approval is received by the homeowner from the post office, the homeowner must provide the Administration Office with a copy of the approval and payment for the box. Upon receipt of these items, the Operations Manager will be given a work order to install the mailbox.
- b) Only boxes approved and supplied by the Association are allowed. The fee, which is non-refundable and is subject to change, is \$75.00 for an entry/front door mailbox and \$150.00 for a curb side mailbox, payable to the Association.
- c) Once the mailbox has been installed, the Administration Office will notify the Ridge Post Office to initiate delivery to the entry/front door or curbside mailbox.

6. ARCHITECTURAL STANDARDS

Excerpted from the Leisure Glen Restated Offering Plan, Declaration of Covenants, Restrictions, Easements, Charges and Liens, Article XII. Use of Property:

The use of a Home by a Member or other occupant shall be subject to the rules, regulations and provisions of this Declaration, the By-Laws and Rules and Regulations of the Board of Directors and the following covenants and restrictions:

Item (a) The Home and area restricted to the Member's use shall be maintained in good repair and overall appearance.

Item (d) No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.

Item (j) No fence or gate shall be erected on the Properties without the prior written consent of the Board of Directors and/or the Architectural Committee. This paragraph shall not apply to the developer.

Item (k) No television or radio antenna or any other type of receiving or transmitting antenna or structure shall be erected or maintained on any Homes or on any lot which is visible from any public or private street or from anywhere on the Properties, without the prior written consent of the Board of Directors. However, a master antenna or cable television antenna may, but need not, be provided by Developer for the use of all Owners, and Developer may grant easements for such purposes.

Item (l) No Home Owner shall move, remove, add or otherwise change the landscaping on common area.

Item (m) No Home Owner shall paint the exterior surfaces of windows, walls or doors opening out of his Home.

Item (o) No Home Owner shall install or permit to be installed any window mounted or through the wall mounted air conditioning unit in his Home.

Item (v) No interior alterations to a home are permitted which would impair the structural soundness of any party walls, reduce the level of fire safety in neighboring Homes, or diminish the heat and sound insulation between Homes.

Item (w) It is prohibited to hang garments, rugs, etc., or to string clothes lines on any portion of the Home, lot, or Common Area which may be seen from any portion.

Item (y) Unless approved in writing by the Board of Directors or Architectural Committee, no tent or shack or other temporary building, Improvement or structure shall be placed upon any portion of the Properties. No previously used buildings constructed or located on other Real property shall be moved from other locations to the Properties, unless authorized in writing by the Board of Directors or Architectural Committee.

Item (cc) It is prohibited to remove trees, alter any natural vegetation from any common area or lots without the prior written approval of the Board of Directors or Architectural Committee.

Item (dd) Home Owners shall be solely responsible for the maintenance of any retaining walls that may be constructed on any lot.

Item (ee) No patio constructed by a Home Owner on a lot shall exceed a total area of six (6) feet by nine (9) feet, nor shall any patio be enclosed nor roofed.

7. ARCHITECTURAL VIOLATIONS

The Leisure Glen Restated Offering Plan Declaration of Covenants, Restrictions, Easements, Charges and Liens, Article XII. Use of property was amended by the addition of a new Section thereto, captioned Section 2, "Enforcement" (Amendment #16 – in effect as of 10/11/11):

*Section 2. Enforcement. In the event of a violation of any of the covenants and restrictions set forth in this Article XII, any Rules and Regulations promulgated by the Board of Directors , or any provision of the Declaration or By-Laws, the Board of Directors, **or its designated committee**, shall send a written notice to the homeowner advising the homeowner of the violation and/or giving the homeowner a reasonable time to cure, as the case may be. In the event of any further violations after the sending of such notice, or a failure to cure within the time period established by the Board of Directors, or its designated committee, may in its discretion levy a fine against such homeowner in an amount not to exceed \$100.00 per violation. All fines levied shall be considered to be additional assessments, subject to all collection remedies set forth in the Declaration. The Board of Directors shall have the right to exercise any and all legal remedies in addition to the levying of any fines.*

Any homeowner receiving a written notice, or fine, shall have the right to contest such notice or fine by (i) requesting a grievance, or (ii) writing a letter to the Board of Directors setting forth what the homeowner believes to be all pertinent facts, documents, photographs, or other information. The grievance must be requested or letter written, within fifteen (15) business days from the date of the notice advising of a violation or levying a fine. The Board of Directors, or its designated committee, will respond to such letter within fifteen (15) business days after its receipt. The decision of the Board of Directors shall be controlling.

An architectural violation is created when any change, removal or addition occurs on your lot without written approval from the Architectural Review Committee. There is no recognition of verbal approval. No individual is authorized to give permission to proceed with a project; this can only come as a written approval from the Architectural Review Committee who records all applications for legal reasons.

ARCHITECTURAL VIOLATIONS INCLUDE:

- a) Safety issues
- b) Anything that impedes maintenance is a violation
- c) Anything that is an unreasonable cause of distress or poses a nuisance to other residents may be considered a violation pending Architectural Review Committee investigation and decision

ARCHITECTURAL VIOLATIONS (CONT'D):

- d) Anything the Architectural Review Committee determines is not maintained in good repair and not compatible with the overall appearance of Leisure Glen, will be considered a violation
- e) Refer to House Rule #3, on page 62, for a list of Architectural Violations and Fines.

The following information will provide guidance to all homeowners in maintaining the Architectural Standards for the good of all residents in the Leisure Glen Community:

PLANTERS

No allowance will be made for any object to be used as a planter that was not originally intended for planting.

STATUARY

Statuary that doesn't interfere with maintenance and isn't found offensive to other residents, is allowed. Guidelines are as follows:

Street Facing and side yard locations:

- 1. No more than 2 statues of maximum 24" high, not plastic
- 2. No religious articles

Rear Yard:

- 1. Articles not offensive to neighbors and not interfering with maintenance are permitted

OTHER DECORATIONS

The Architectural Review Committee is directed by its charter and empowered by the Offering Plan, to review complaints regarding decorations.

Ornamentation hung on the front or side of the dwelling should be securely attached to the house, no larger than 2 ft. X 2 ft. and will require an Architectural Application.

EXTERIOR LIGHTING

All decisions will be made on a safety-first consideration. The style, type and number of fixtures requested must accompany all applications in order for us to make a proper determination. No surface mounted flood lights are allowed.

EXTERIOR LIGHTING (CONT'D)

Motion detector lights with two flood lights (maximum) may be allowed according to the individual properties (along perimeter fence lines etc.). The Architectural Review Committee must inspect each application to ensure the location doesn't adversely affect the neighbors.

Pathway Lighting

- 1) Solar lighting and low voltage pathway lighting on the ground is allowed;
no application is necessary
- 2) **Any hard-wired lighting** requires an application and Architectural Review Committee approval; examples:
 - a. Soffit lights
 - b. Over-garage-door light
 - c. On-the-ground pathway lights (hard-wired)

TREE REMOVAL

Any tree on the property other than a curb tree, is the responsibility of the homeowner. Whenever a tree needs to be removed or pruned, a professional must be employed due to the danger that often exists. **An application must be filed with the Architectural Review Committee and written permission be obtained from them before any removal is commenced.**

- a) The contractor must be licensed and insured against (liability) accidents involving yours or your neighbor's property.
- b) A survey is required to determine the property lines.
- c) Trees for removal must be photographed and marked by the Architectural Review Committee and the Operations Manager and noted on the survey of the property.
- d) The contractor must remove all debris from the community.
- e) Stumps may need to be removed or ground at the discretion of the Oper. Mgr.

OBJECTS ON LAWNS & UTILITY COVERS

All residents are required to keep lawn areas free of obstructions. Hoses and lawn furniture should properly be placed on your patio. **In general, the first eight (8) feet in from the curb belongs to the Homeowners Association (refer to your survey) and nothing is allowed to be placed in this easement area.** Placing flowerpots, planters and ornaments on top of utility covers is prohibited.

LANDSCAPE

No allowance is permitted for removal, replacement or addition to the landscape planting without a proper application and written permission from the Architectural Review Committee. Any plantings, which are not properly recorded, may be considered violations if they do not conform to the approved list that accompanies your application.

OVERGROWN SHRUBBERY

Overgrown shrubbery is prohibited and **must be properly kept to 8' in height**. Beds between the house and the walkway must be weeded and appropriate planting is expected. Huge flowers, such as sunflowers, have no place on the curbside view and vines should never be considered since proper maintenance can be affected. Ornamental grasses will be allowed but limited to back and side yards that are not street facing, and must be trimmed in the fall to a height of five inches. All shrubbery must be trimmed away from the house by at least 12" to permit air circulation and minimize wood rot, termite potential and improper diffusion of sprinklers.

FENCES

Excerpted from the Leisure Glen Restated Offering Plan, Declaration of Covenants, Restrictions, Easements, Charges and Liens, Article IX. Party Walls or Party Fences:

Section 1. General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Article IX, the general rule of law regarding party walls and liability for property damage due to negligence or willful acts or omissions, shall apply to each party wall or party fence which is built as part of the original construction of the Homes upon The Properties and any replacement thereof.

In the event that any portion of any structure, as originally constructed by Developer, including any party wall or fence, shall protrude over an adjoining lot, such structure, party wall or fence shall not be deemed to be an encroachment upon the adjoining lot or lots, and Owners shall neither maintain any action for the removal of a party wall or fence or projection, nor any action for damages. In the event there is a protrusion as described in the immediately preceding sentence, it shall be deemed that said Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection, party wall or fence. The foregoing shall also apply to any replacements of any structures, party walls or fences if same are constructed in conformance with the original structure, party wall or fence constructed by Developer. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or party fence shall be shared equally by the Owners who make use of the wall or fence.

Section 3. Destruction by Fire or Other Casualty. If a party wall or party fence is destroyed or damaged by fire or other casualty, and such damage is not otherwise covered by insurance as set forth in Article XI, any Owner who has used the wall or fence must restore it, and if the other Owners thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall or party fence, or under the provisions of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. The decision of the arbitrators shall be binding and conclusive upon the parties. However any party to the dispute shall thereafter have the right to institute any action or proceeding, at law or equity, which he deems necessary or desirable to appeal this decision.

FENCE TYPES (All fences must be White PVC)

PRIVACY FENCE – A privacy fence is that which is located outside the front door of the Bedford and/or Greenport models only. The Bedford or Greenport owner is responsible for the repair or replacement of the fence. (See House Rule #2 on pg. 60)

PARTY FENCE – A party fence is defined as that which separates adjacent properties between duplex units in the rear of the homes. **Both homeowners** are responsible for repair and replacement of the fence. (See House Rule #2 on pg.60)

NOTE: If a fence other than a privacy or party fence is desired, the “other” option can be selected on the ARC fence application for fence type and as much detail as possible should be provided with the application.

LIVING FENCES

A living fence is a barrier composed of trees, shrubs, hedges, or any living, growing plants, which initially or in the future may block a neighbor's view of the community. Living fences may be erected on the property **with an approved application. Living fences may not be erected on the property without prior written consent. Residents are required to trim shrubbery to 8' tall.**

WALLS

Must be approved by Operations Manager/Architectural Review Committee. See application for details.

PENETRATION TO THE ROOF

See specific applications for guidelines pertaining to the installation of any item requiring penetration to the roof. A “Procedure & Agreement Regarding the Installation of any Penetration to the Roof” form (included as part of the application) must also be signed by the homeowner and notarized.

BIRD FEEDERS/BIRD BATHS/BIRD HOUSES

One *birdfeeder, bird bath, and bird house* is allowed in the **rear** of the property. It is **not** allowed on the front, or sides of the property. If a birdfeeder begins to attract wildlife, i.e., squirrels, raccoons, etc., it must be removed.

ALL DOORS

Must be approved by Architectural Review Committee. See application for details.

AWNINGS – MANUAL OR ELECTRIC

Must be approved by Architectural Review Committee. See application for Awning Policy.

SKYLIGHTS/SOLAR TUBE LIGHTING

Must be approved by Operations Manager/Architectural Review Committee. See application for details.

DRYER VENT RELOCATION

Must be approved by Architectural Review Committee. See application for details.

BATH FAN RELOCATION

Must be approved by Architectural Review Committee. See application for details.

GUTTERS & LEADERS

Must be approved by Architectural Review Committee. See application for details.

RE-SIDING

Must be approved by Architectural Review Committee. A “Roofmate Acknowledgement/Agreement” form (included with application) is required for duplex homes. See application for Re-Siding of a Dwelling Policy & Procedure.

HOT WATER HEATER FURNACE WITH CHIMNEY

Must be approved by Architectural Review Committee. See application for details.

SATELLITE DISHES

Satellite Dishes may be installed only on the **rear** of the home. All costs of installing, maintaining, repairing, replacing, and/or otherwise addressing conditions of the satellite dish shall be borne by the owner; this includes any removal and/or restoration expense. An Architectural Review Committee application is required.

MISCELLANEOUS

The following are **not** allowed:

- a) Shutters
- b) Screen Enclosures
- c) Water Fountains
- d) Fish Ponds
- e) Wood Burning Fire Pits
- f) Hot Tubs
- g) Canopies/Gazebos

IV. USE OF PROPERTY

1. RESTRICTIONS

The Use of Property encompasses both common and homeowner properties.

Excerpted from the Leisure Glen Restated Offering Plan, Declaration of Covenants, Restrictions, Easements, Charges and Liens, Article XII. Use of Property:

The use of a Home by a Member or other occupant shall be subject to the rules, regulations and provisions of this Declaration, the By-Laws and Rules and Regulations of the Board of Directors and the following covenants and restrictions:

Item (b) Any Member who mortgages or sells his Home shall notify the Board of Directors providing the name and address of his mortgagee or new owner.

Item (c) The Board of Directors shall, at the request of the mortgagees of the Home, report any delinquent assessments due from the Owner of such Home.

Item (e) No improper, offensive or unlawful use shall be made of the property nor any part thereof and all valid laws, zoning ordinances, the regulations of all governmental bodies having jurisdiction thereof, shall be observed.

Item (f) Regulations promulgated by the Board of Directors concerning the use of the property shall be observed by the Members.

Item (g) The maintenance assessments shall be paid when due.

Item (h) No animals, fowls, reptiles, poultry, fish or insects of any kind ("animals") shall be raised, bred or kept in any House, except that dogs, cats, or other household pets may be kept; provided that they are not kept, bred or maintained for any commercial purpose, nor in unreasonable quantities nor in violation of any applicable local ordinance or any other provision of the Declaration, and such limitations as may be set forth by the Board of Directors. As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets per household; provided, however, that the Board of Directors may determine that a reasonable number in any instance may be more or less. The Board of Directors shall have the right to prohibit maintenance of any animal maintained in any Home which constitutes in the opinion of the Board a nuisance to other Owners in the Development. Animals belonging to Owners, occupants or their licensees, tenants or invitees within the Properties must be on a leash being held by a person capable of controlling the animal. Furthermore, to the extent permitted by law, any Owner shall be absolutely liable to each and all remaining owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept on the Properties by an Owner or by members of his Family, his tenants or his guests; and it shall be the absolute duty and responsibility of each such Owner to clean up after such animals which have used any portion of the Association Property or other Common Areas, if any. (See Additional Pet Restrictions on page 40)

Item (i) No resident of the Community shall post any advertisement or posters of any kind including "for sale" or "for rent" signs in or on the Properties except as authorized by the Board of Directors. This paragraph shall not apply to Developer.

Item (n) No person shall park a vehicle or otherwise obstruct any resident's use of ingress or egress to any garage or parking space nor may any vehicle be parked on the roadways when parking would obstruct access by emergency or service vehicles. The driveway in front of each garage is restricted in use to the owner of the Home in which such garage is located.

Item (p) No repair of motor vehicles shall be made in any of the roadways, driveways or parking areas to the Development nor shall such areas be used for storage parking of any boat, trailer, camper, bus, truck or commercial vehicle without the written permission of the Board of Directors.

Item (q) No person shall be permitted to use the recreational facilities of the Association except in accordance with the rules and regulations established by the Association's Board of Directors.

Item (r) No Home Owner shall make or permit any disturbing noises in any building or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Home Owners.

Item (s) Homes may be used for residential purposes only in accordance with Municipal Zoning Regulations.

Item (t) The Common Area shall not be obstructed, littered, defaced or misused in any manner.

Item (u) Every member shall be liable for any and all damage to the Common Area and the property of the Association, which shall be caused by said Owner or such other person for whose conduct he is legally responsible.

Item (x) No activities shall be conducted, nor shall any Improvements be constructed, on the Properties which are or might be unsafe or hazardous to any Person, or Home in the Development.

Item (z) The Properties shall not be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of any portion of the Properties.

Item (aa) Nothing shall be done or kept in the Properties which will increase the rate of insurance on any Association Property without the approval of the Board, nor shall anything be done or kept in the Properties which would result in the cancellation of insurance on any of the Association Property or which would be in violation of any law.

Item (bb) The security system serving each Residence shall be operated, monitored and maintained in accordance with the provisions of the "Security Services Certification" ("Certification"), which shall be executed by each Owner prior to the Close of Title for the purchase of a Residence in the property (in the form attached as an addendum to the

Purchase Agreement) as it may be amended from time to time by the Association. No Owner shall be provided the security and monitoring service described in the Certification unless such Owner has executed the Certification and has delivered such executed Certification to the Association.

ADDITIONAL PET RESTRICTIONS:

- a) Curbing of dogs is required and dog walking is confined strictly to common roadways only.
- b) Animals are not permitted on any portion of the Paseo or on any of the lawn areas.
- c) Feeding of feral cats is prohibited.
- d) Residents requiring service and support animals must provide the Administration Office with the appropriate documentation authorization.
- e) Animals (dogs and cats) belonging to homeowners, occupants or their tenants must be registered with the Administration Office.

V. BEING INFORMED

1. GRIEVANCE MEETINGS

Grievance Meetings are scheduled as soon as practicable; a Grievance Meeting will only be scheduled after the resident(s) have exhausted all other channels of communication and have spoken to a member of the Management Team for matters that fall under any of the areas they oversee.

Those wishing to schedule a Grievance Meeting must submit in writing the issues they wish to question, grieve, etc. The subject matter should be clearly defined. This is so Board members can familiarize themselves and be prepared to address the agenda items submitted, in advance.

The names and number of the homeowners scheduled to attend the meeting must represent only those who have a direct interest regarding the issue or issues to be addressed. Moreover, these meetings should be treated as quasi-judicial as the Board's ruling on the issue is final.

Resident will meet with three Board members who will then discuss the proceedings at the next Board meeting; each Grievance Meeting will be recorded.

All decisions made by the Board regarding the grievance are final; therefore, recourse will not be an option.

Residents wishing to dispute an Architectural application denial or a violation cited by the Architectural Review Committee, must request a Grievance Meeting with the Board to contest their issue.

2. COMMUNITY BOARD MINUTES

Community Minutes are a compendium of Board Minutes that are published monthly in the Glen Gazette and posted on the Leisure Glen Website.

3. OPEN RESIDENT MEETINGS

A minimum of 2 meetings/year are scheduled (add'l meetings can be called by the BOD):

- September – Presentation of the Budget
- June – Annual Board Election and Presentation of the Audited Financial Statements

4. MY GREEN CONDO (MGCOne)

My Green Condo is an online service which offers the platform MGCOne, for conducting Homeowners Association business. All residents can access their information, place work orders, submit ARC applications, respond to surveys, vote online and more through this platform. If you have not done so already, you need to log into MGCOne through the invitation email sent to you from the Administration office. For any additional information contact the Administration office at 631-744-4988.

VI. ENTERING LEISURE GLEN, TRAFFIC & PARKING

1. ENTRY BY RFID GATE ENTRY TAGS

- a) When assuming title of a home, new residents **must register their vehicle(s)**.
- b) Gate entry tags will be issued to **residents only**.
- c) **All RFID entry tags** are registered and installed by **HOA personnel only**.

NOTE: The exit gates will be left open at times pending inclement weather (gates will not operate if there is a loss of power).

2. ADMISSION TO LEISURE GLEN

- a) Resident drivers must use the two Gate Entries.
- b) Anyone not having an entry tag must come through the first gate on the left, to check in with the guard at the Gatehouse window.
- c) If a resident is a passenger in a visitor's car, they must come through the first gate on the left, and provide proof of residence such as a driver's license, to the security guard at the Gatehouse window. If the resident is without identification on his or her person, the driver must show his or her vehicle registration and driver's license. The security guard shall record the driver's name and vehicle identification and allow entry.
- d) If the name of a person is on file at the Gatehouse as an **"Emergency Contact"**, but **not listed on the resident's "No Call List,"** the Security Guard **must phone the resident**. If the guard cannot make phone contact with the resident's home, the person seeking entry, if listed as an emergency contact, will be allowed to proceed only after showing satisfactory identification, usually a Driver's License or a Non-Driver ID Card.
- e) Persons named on a resident's daily **"No Call List"** (specific family members or visitors including health related aids, therapists, doctors, etc.), are granted permission by the resident to be allowed by the Security Guard to enter without calling the resident. The names of those persons that a resident would like to have on their **"No Call List,"** must be specified by the resident on the Authorized Family/Visitors (Permanent No Call List) section of their individual Unit Owner Information Sheet kept on file at the HOA Office. This information is also input into the computer system to be accessed by the security guard on duty.
- f) **Residents must notify the HOA office with any updates to their Unit Owner Information Sheet** so changes can be made to the records kept on file.

ADMISSION TO LEISURE GLEN (cont'd)

- g) The security guard **must** obtain ID that verifies that the visitor's name matches the name on the Visitor/No Call List. If verification cannot be made, the Security Guard will call the resident, the Administration Office or the Operations Manager (after office hours).

3. PROCESS SERVER PROCEDURE

If a process server arrives at the gate to attempt to make service on a resident, the security guard shall call the resident and ask if he/she wants to allow the process server to enter and deliver the papers. If the answer is in the affirmative, the process server shall be allowed in. In the event the answer is in the negative, this shall be communicated to the process server and the security guard should state clearly that he/she is not authorized to accept service of any papers on behalf of a resident.

- If the process server leaves the papers anyway and exits the community, the papers, together with a letter of explanation, shall be delivered to the resident by mail. (Whether such service is legal and what steps should be taken by the resident will depend upon the circumstances, and are issues for the resident.)
- If the process server arrives at the gate to serve papers on the Association, the security guard should contact the Administration Office immediately.

4. DRIVING IN THE COMMUNITY

"20 MPH" speed limit signs are posted at intervals on Glen Drive & Leisure Drive where there is a tendency for higher speed by residents, guests, and commercial drivers. All drivers should be aware that there are no sidewalks for pedestrians. Maintenance crews operating machinery cannot hear approaching vehicles, nor can some residents who have impaired hearing.

- a) **The Association relies on residents to observe the 20 MPH speed limit as a matter of example, courtesy, and safety.** Residents should remind their guests, household help and others every time an opportunity arises.
- b) **Observing the STOP signs** is the most important safety factor throughout the community.

5. PARKING IN THE COMMUNITY

Excerpted from the Leisure Glen Restated Offering Plan Declaration of Covenants, Restrictions, Easements, Charges and Liens, Article XII. Use of Property:

Item (n): No person shall park a vehicle or otherwise obstruct any resident's use of ingress or egress to any garage or parking space nor may any vehicle be parked on the roadways when parking would obstruct access by emergency or service vehicles. The driveway in front of each garage is restricted in use to the owner of the Home in which such garage is located.

PARKING GUIDELINES

- a) Residents may not appropriate parking spaces on another resident's driveway without their permission nor block access to or from another resident's driveway.
- b) No commercial vehicles owned or used by a resident may be parked visibly in the community.
- c) Residents owning two vehicles, having a one car garage, should park one in the garage, and one in the driveway. If a vehicle is parked on the roadway, it must be parked in the direction similar to the existing traffic flow.
- d) No unregistered vehicles owned or used by a resident may be parked visibly in the community.
- e) The only vehicles allowed to park in the cul-de-sacs are those belonging to residents who live there. Those vehicles must be parked parallel to the curb; no "nose in" or angle parking is permitted. Parking in the cul-de-sacs for the use of the Clubhouse or any outside amenities is prohibited.
- f) Parking a "spare" vehicle in the Clubhouse and/or Administration parking lot is not permitted (except during snow removal). Those residents who need additional parking will have to seek off-site parking.
- g) Overnight parking is not permitted in the Clubhouse & Admin. Bldg. lots. The Clubhouse and/or Administration parking lots are to be used on a daily basis for residents participating in events or using the facilities at the Clubhouse and/or conducting HOA business at the Administration Office. Vehicles that are parked in the Clubhouse and/or Administration lots **for any other reason will be towed** – charges for towing and storage will be at the owner's expense.

- h) In the event of any impending snowstorm, **remove all vehicles from the roadways.**
- i) If you are one of those residents who go to warmer climates during the winter, you are instructed to **utilize your driveway and/or garage during your absence** from Leisure Glen. All vehicles left parked in the driveway during snow clean-up will have the perimeter surrounding the vehicle hand shoveled. Residents who need additional parking space will have to seek off-site parking.
- j) Long term parking of recreational vehicles, boats or commercial vehicles, etc. is not permitted anywhere in the community. In the case of recreational vehicles, exception is made for the purpose of loading for a trip or unloading on a return trip. However, a resident is only allowed a maximum of 2 days (48hrs.) and during the (2) day period, safety concerning vehicular traffic must be considered. If it is deemed that parking a recreational vehicle may create a safety problem, it will not be allowed. **Visitors of homeowners are prohibited from parking any recreational vehicles, boats or commercial vehicles, etc. in the community.**
- k) Roadways must be kept clear for emergency vehicles, roadway cleaning, & snow removal.
- l) Please observe “No Parking Fire Zones,” identified by painted yellow curbing.
- m) A warning sticker may be issued and placed on any vehicle that is in violation of the parking rules, and the vehicle must be removed immediately.
- n) Violators will be towed at the owner’s expense.
- o) The Association will **not** be responsible for:
 - Any damage to vehicles left on the roadway during snow removal operations
 - “Digging out” or removing the snow surrounding such vehicles, but will shovel a footpath
 - Any injuries to a resident sustained from “digging out” such vehicles

- If a vehicle impedes the ability to clear the roadways, the Association may tow and/or fine the owner
- There are 646 dwellings in the community and all cannot be cleared of snow at the same time. Therefore, the Association will **not** be responsible for any injuries sustained to a resident clearing snow, etc. from their driveways or sidewalks before the Association can complete this task.

6. THE GATEHOUSE

Only persons with official business may enter the Gatehouse. No delivery of any kind will be accepted for the convenience of a resident.

- Any dissatisfaction or complaint **must be reported to the HOA office at 631-744-4988, NOT to the security guard**, under any circumstances.

VII. BUS SCHEDULE AND TRANSPORTATION SERVICES

Local Shopping Areas - Thursdays – 10:00 AM to 2:00 PM

- Bus starts pick-up from Clubhouse first and then proceeds to pick-up waiting residents on Glen Drive and Leisure Drive
- All schedules for the bus are in the monthly Gazette calendar, or the Recreation Manager may be contacted at 631-744-6572 for any additional information
- The bus is **not** handicap-accessible

VIII. FIRE ALARM SYSTEM

Excerpted from the Leisure Glen Restated Offering Plan Declaration of Covenants, Restrictions, Easements, Charges and Liens, Article XIII. Security and Fire Alarm System:

The Association shall provide for the maintenance, repair, operation and monitoring of the security and fire alarm system ("System") serving each Home. By acceptance of a deed to a Home, each Owner acknowledges, understands and agrees as follows:

- (a) Limitation of Liability. *The Association is not an insurer. Insurance, if any, except as provided in Article XI hereof, shall be obtained by each Owner, and the Association makes no guarantee or warranty, including any implied warranty of merchantability or fitness for a particular purpose, that the System will avert or prevent occurrences or the consequences therefrom which the System is designed to detect or avert. Each Owner acknowledges that it is impractical and extremely difficult to fix the actual damage, if any, which may proximately result from a failure or the Association to perform any of the obligations required herein (including, but not limited to, installation, service, maintenance or failure to monitor the System) with a resulting loss to the Owner because of, among other things: (i) the uncertain amount or value of the Owner's property or the property of others kept in the Residence which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the System is designed to protect or avert; (ii) the uncertainty of the response time of the police department, fire department, paramedic unit or others, should the police department, fire department, paramedic unit or others, be dispatched as a result of a signal being received; (iii) the inability to ascertain what portion, if any, of any loss would be proximately caused by the Association's failure to perform or by its equipment to operate; (iv) the uncertain nature of occurrences which might cause injury or death to an Owner or any other Person which the System is designated to detect or avert; and (v) the nature of the service to be performed by the Association. EACH OWNER UNDERSTANDS AND AGREES THAT, IF THE ASSOCIATION SHALL BE FOUND LIABLE FOR LOSS OR DAMAGE DUE TO A FAILURE OF THE INSTALLATION, MAINTENANCE, MONITORING OR SERVICE OF THE SYSTEM IN ANY RESPECT WHATSOEVER, (1) THE ASSOCIATION'S LIABILITY SHALL BE LIMITED TO THE SUM OF TWO HUNDRED FIFTY DOLLARS (\$250.00), AND THIS LIABILITY SHALL BE EXCLUSIVE; AND (2) THAT THE PROVISIONS OF THIS SECTION SHALL APPLY IF LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OF ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS IMPOSED HEREUNDER ON THE ASSOCIATION OR FROM THE NEGLIGENCE, ACTIVE OR OTHERWISE, OF THE ASSOCIATION, ITS AGENTS, ASSIGNS OR EMPLOYEES.*
- (b) Third Party Indemnification. *If any Person other than an Owner shall make any claim or file any lawsuit against the Association for any reason relating to the Association's duties and obligations hereunder, including, but not limited to, the design, installation, maintenance, operation or non-operation of the System, or monitoring response or repair service, the Owner agrees to indemnify, defend and hold the Association*

harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorneys' fees, whether these claims are based upon alleged intentional conduct, active or passive negligence, contribution or strict or product liability on the part of the Association, its agents, servants or employees.

- (c) Declarant and Its Subcontractors. Each Owner hereby acknowledges and agrees that the provisions of Section 1 (a) and (b) above, relating to the Association's maximum liability, liquidated damages and third party indemnification, shall inure to the benefit of and are applicable to Developer, its parent corporations, affiliates and subsidiaries and any other subsidiaries of the Association or Developer, including any monitoring subcontractor, and that such provisions bind each Owner with respect to such parties in the same manner and with the same force and effect as they bind each Owner to the Association.*

1. HOW YOUR FIRE ALARM WORKS

Even if you are asleep or away from home, on vacation, etc., the signal from your monitored smoke detector will be transmitted automatically to the gatehouse via your telephone line. In addition, you may depress the **FIRE BUTTON** on the key pad and a signal will also be transmitted to the Gatehouse via your telephone line. In either case the security guard will call to determine if this signal is a false alarm. If the guard cannot reach you or if he/she deduces that there is a problem, the guard will immediately call the Fire Department.

Therefore, it is imperative that phone service is not disconnected at any time. Moreover, phone service must not be turned off until ownership has transferred to the Buyers.

NOTE: CARBON MONOXIDE DETECTORS are the responsibility of the resident. These devices are not part of your security system but are required by New York State Law.

2. RESETTING YOUR ALARM SYSTEM

It is very important that you familiarize yourself with the **TOUCH ALARM KEY PADS** located just inside your front entry and in the master bedroom suite of your home.

You have one of two Alarm Systems:

o Magnum Alert

o Gemini

Check which one and refer to the appropriate instructions provided below.

Resetting MAGNUM ALERT

To Reset this alarm:

Press **(1) (2) (3) (4)** then press and hold **(9)** until you hear a beep. **FIRE AND TROUBLE LIGHT** will be on, when the light goes off press **RESET (1) (2) (3) (4)**.

Resetting GEMINI

To Reset this alarm:

Press **(1) (2) (3) (4)** then press **OFF**. Hold **RESET** 1 minute then press **(1) (2) (3) (4)**, then press **ON**.

If you have followed the instructions to reset your alarm, there is no emergency, and the alarm is still misbehaving, and the Homeowners Office is closed, you can do the following:

- Step 1. Throw the circuit breaker switch (the circuit breaker panel is located in your garage). Take your time to clearly mark the switch for the alarm. Ultimately, whoever does the periodic inspection will mark it for you, but do it now if you can.
- Step 2. Open the alarm box, which is located in your laundry room, and disconnect the battery by gently pulling the two wires attached to the battery.
- Step 3. Be sure to advise the Homeowners Office at 631-744-4988. After hours, please call Gate Security at 631-744-6434 if alarm cannot be reset.

IX. WINTERIZING YOUR HOME

If you close up your house for the winter months, **do not disconnect the electricity** because the alarm system will be dependent on the battery. The battery will go dead in a few days and there will be no alarm system in effect. The battery cannot be recharged and replacement is at the homeowner's expense.

a) Do not disconnect your telephone because the alarm system will then be disconnected from the Gatehouse.

b) Make sure you have filed **a current Unit Owner Information Form and Snowbird Information Form**. Be sure to provide the names and contact information for anyone who has a key to your home. This is important because if the alarm sounds because of smoke, fire, or a possible malfunction, it cannot be deactivated without access to your home. Avoid forced entry!

c) Be sure to disconnect your garden hose.

d) Shut off the water to your washing machine.

e) Set the thermostat at 55 degrees and leave open cabinet doors that enclose water pipes. This will help insure you against bursting water pipes and flooding which might occur during severe cold weather. Do this even if you will be away for a short time. You will not only protect your own interest, but that of your neighbors as well! For 100% protection have the water system drained and turned off.

X. THE RECREATION COMPLEX

It is the intent of the Board of Directors that homeowners' interests in common property be respected. It is also desired that residents make appropriate use of the Recreation Complex.

1. RULES AND REGULATIONS FOR THE RECREATION COMPLEX

The following Rules and Regulations have been established by the Board of Directors on advice of the Recreation Council and the Recreation Manager. It is expected that residents will assist in assuring the observance by all who use the Recreation Complex.

- a) The Recreation Manager will publish a calendar of coming events each month for distribution to the residents (through the Glen Gazette). Leisure Glen activities are also displayed on the Leisure Glen Website.
- b) Planned events must be cleared with the Recreation Manager a month prior to the desired date, together with any notices and flyers. The Recreation Manager may edit any material submitted, and may use the Recreation Council to resolve any issues. No meeting or event shall have priority on use of any part of the complex unless assigned by the Recreation Manager.
- c) For any proposed use of the Recreation Complex, the Recreation Manager needs the time, specific area, and equipment required, if any. The maintenance personnel will arrange tables, chairs, etc., as instructed by the Recreation Manager. At least 24-hour notice is expected if furniture or equipment is to be moved.
- d) Equipment provided by the Association, such as Audio-Visual and Electronic devices may only be operated by trained personnel, and with the approval of the Recreation Manager. No property or equipment belonging to the Association may be removed from the Recreation Complex.
- e) Members of the Association may schedule private parties within the Clubhouse at no charge **provided they are attended by residents only**.
- f) Anyone wishing to sponsor a fundraising event for an organization is to coordinate with the Recreation Manager, who will obtain approval from the Board of Directors before the event is scheduled.

- g) Eating and drinking must be confined to the Auditorium, Greenery Room and Pear Tree Court. Any exceptions must receive prior approval from the Recreation Manager, who in turn submits such requests to the Board of Directors.
- h) There is no smoking permitted within 50 feet of entrances and exits to the Clubhouse and the Administration Office. There is no smoking permitted in recreational areas.
- i) No pets are permitted anywhere within the Recreation Complex, with the exception of Guide Dogs and Service Animals.
- j) Reasonable accommodations for medical scooters will be considered on a case-by-case basis with proper documentation. See Recreation Manager.
- k) **Guests are to be accompanied by a resident at all times.** Residents are expected to assure that their guests observe these rules and regulations. Any resident or the Recreation Manager may request an unaccompanied guest to leave the premises.
- l) The Clubhouse, except for special events, is open daily from 8:00 AM TO 10:00 PM. Normal business hours for the Recreation Manager are 8:00 AM TO 4:00 PM, Monday through Friday.
- m) There are restrictions on use of the following:
Billiards Room & Tennis Courts – 18 years or older (must be accompanied by a resident)
- n) The Board of Directors determines the dates for the opening and closing of the swimming pool. Hours, Rules and Regulations are issued annually during the month of May.
- o) The cleaning of the courts for all outdoor sports will end on November 30th.

- p) Clubhouse Community Bulletin Board (not affiliated w/ the Leisure Glen HOA)
 - o Private advertising of a “Home for Sale” is permitted on the Clubhouse Community Bulletin Board, for a one-time posting of 2 weeks. No re-posting. **This is for a private sale of a home. Any dwelling listed with a realtor cannot be posted to the bulletin board.** Postings on a 4X6 index card will be allowed only.
 - o For the guidelines on the posting of all other items see the Recreation Manager for the Clubhouse Community Bulletin Board Policy.
- q) At a nominal rate, residents may use the coin operated copy machine located in the Library at the Clubhouse.

2. PRIORITY OF TICKET SALES

Tickets for the Recreation Complex activities and any club or group function shall be sold first to Leisure Glen RESIDENTS and then to GUESTS of residents in the following manner:

- a) Tickets will be available to **RESIDENTS ONLY** for the first **two** days following announcements of ticket sales
- a) Tickets after two days will then be available to **GUESTS OF RESIDENTS**
- b) Single members are always allowed to purchase **(1)** extra ticket for their guest if they so desire
- c) Only one table of eight **(8)** may be purchased by **(1)** resident buying the tickets
- d) Residents can purchase tickets by check. Cash will be accepted at the discretion of the Club. Clubs must specify on their flyers if they are accepting cash

Clubs who recognize their Officers and Committees, by reserving tables for them before the ticket sale date for in-house functions, can only reserve a maximum of **(4)** tables.

3. THE EXERCISE ROOM

The Exercise Room is for **residents only and is open daily from 8am-10pm.**

Use of the exercise equipment is at the resident's own risk.

GUESTS* MAY NOT USE THE EQUIPMENT AT ANY TIME.

***sons, daughters and any other relatives are considered guests**

4. THE GLEN LIBRARY

Borrowers are requested to "sign out" hard cover books and note the date returned on the same line. Paperbacks need not be signed out. Donations of hard cover or paperback books in good condition will be appreciated.

5. THE PIANOS

The piano in the Music Room is locked. The key can be obtained from the Recreation Manager.

- The grand piano on the stage is not available for casual use by residents.

6. EMERGENCIES IN THE RECREATION COMPLEX

A Defibrillator, First Aid Cabinet and a Life Vac Kit for choking emergencies, are located on the wall of the Activity Information hallway.

- **Red Emergency Telephones** installed throughout the Clubhouse, Pool and Tennis Courts *(see pg. 56), **are programmed to automatically dial 911.**
- A **wheelchair** is in the coat room closet at the Clubhouse.

Tips on Reaching 911

- **Use a personal cell phone**
- **Red Emergency Phones –**
 - Red wall phones have been programmed to **automatically dial 911 when the hand set is lifted.**
 - In the event of an emergency, lift the phone from the cradle and you will hear it dialing 911 automatically. Within a few seconds the connection will be made to a 911 Operator, at which time you can report the emergency.

- **Do not use these phones for any reason other than an emergency.**
- Please keep in mind that using these phones is an alternative means of contacting emergency services. **PLEASE USE YOUR OWN CELL PHONE.**
- These emergency phones are tested once a month and a positive report is submitted to the Board of Directors for their information and/or action.
- These were initially installed by the original builder/developer, and they are strategically located throughout the Clubhouse and the outdoor recreational facilities as follows:

At the Clubhouse:

<u>Art Room</u>	<u>Greenery Room</u>	<u>Lounge Area</u>
<u>Auditorium x 3</u>	<u>Kitchen</u>	<u>Men's Bathroom</u>
<u>Billiards Room</u>	<u>Ladies Bathroom</u>	<u>Men's Shower Rm.</u>
<u>Ceramics Room</u>	<u>Ladies Shower Room</u>	<u>Music Room</u>
<u>Computer Room</u>	<u>Large Card Room</u>	<u>Pottery Room</u>
<u>Exercise Rm #1</u>	<u>Library</u>	<u>Small Card Rm.</u>
<u>Exercise Room #2</u>	<u>Lobby</u>	<u>Stage Area</u>

Tennis Courts: Near entrance Gate

Pool Area: Outside wall of Pool House

XI. CLUB ACTIVITIES

Listed below are the activities available for participation by Leisure Glen residents. For information, consult with the Recreation Manager (631-744-6572), Monday through Friday at the Clubhouse.

AEROBICS

HORSESHOES

AMERICAN LEGION POST 352

ITALIAN AMERICAN CLUB

AMER. LEGION: WOMEN'S AUX. POST 352

MEN'S CLUB

LEISURE GLEN ART LEAGUE

PING PONG

GLEN BAND

POTTERY

BINGO

SOCIAL CLUB

BOCCE: MEN'S

SWIM CLUB

BOCCE: WOMEN'S/WED.

TENNIS CLUB/PICKLEBALL

BOCCE: WOMEN'S/FRI.

THEATER

BRIDGE CLUB

TRIM A TREE

CHEESEBOX BOCCE

TWILIGHT BOCCE & BEAN BAG

COMPUTER CLUB

WOOD CRAFT CLUB

FIBRE ARTS

GARDEN CLUB

GLEN CAFÉ

HAND & FOOT CANASTA

XII. ASSOCIATION HOUSE RULES

Introduction

**The Purpose of our House Rules is to maintain safety, security, appearance and overall property values of our community. *House Rules rely on and supplement the Offering Plan documents, which include the Declaration of Covenants and Restrictions, Supplemental Declaration, Association By-Laws, Amendments and other rules and directives issued by the HOA Board of Directors.*

HOUSE RULE #1: RULES FOR USAGE OF COMMON AREAS, HOLIDAY DECORATIONS AND
PRIVACY & PARTY FENCES

HOUSE RULE #2: NOTICE OF GENERAL VIOLATIONS & ENFORCEMENTS

HOUSE RULE #3: ARCHITECTURAL VIOLATIONS

HOUSE RULE #4: TAG SALES

HOUSE RULE #5: AGE REQUIREMENTS FOR RESIDENTS & NUMBER OF OCCUPANTS PER DWELLING
(RESCINDED BY BOD VOTE ON 4/4/25)

HOUSE RULE #6: RESIDENTIAL DUMPSTERS, PODS, ETC.

HOUSE RULE #7: OPEN HOUSE GUIDELINES/ACCESS BY REALTOR

HOUSE RULE #8: REQUIREMENTS FOR BOARD OF DIRECTOR CANDIDATES (RESCINDED BY BOD VOTE ON 6/28/24)

HOUSE RULE #9: HOMEOWNER'S ALARM SYSTEM PHONE LINE

HOUSE RULE #10: PET POLICY – DOG BREED RESTRICTIONS (RESCINDED BY BOD VOTE ON 3/14/25)

HOUSE RULE #11: FINANCIAL RESPONSIBILITY OF A HOMEOWNER FOR REMOVAL OF TREES ON THEIR PROPERTY
DUE TO DAMAGE CAUSED BY A STORM

HOUSE RULE #12: CLOSING OF OUTDOOR SPORTS FOR THE SEASON (RESCINDED BY BOD VOTE ON 9/27/24)

HOUSE RULE #13: BOARD OF DIRECTOR ELECTION – AMENDED CANDIDATE PREREQUISITE #2
(RESCINDED BY BOD VOTE ON 6/28/24)

HOUSE RULE #14: PORTABLE TOILETS (PORTA POTTIES) (RESCINDED BY BOD VOTE ON 4/18/25)

HOUSE RULE #15: TRUCK DELIVERIES (RESCINDED BY BOD VOTE ON 4/18/25)

HOUSE RULE #16: PERSONAL PROFESSIONAL SERVICES

HOUSE RULE #17: ANNUAL BOD ELECTION – 3 ENVELOPE PROCESS

HOUSE RULE #1

Title: USAGE OF COMMON AREAS / HOLIDAY DECORATIONS / PRIVACY & PARTY FENCES

Date of Latest Version: May 2, 2025

Policy/Reason: Clarification of Article XII, "Use of Property," of our Revised Offering Plan's Declaration of Covenants and Restrictions.

Sub-Title 1: Usage of Common Areas

Description/Requirements:

- a) No bicycles, skates, skateboards or scooters (including medical)* are permitted on the Paseo, in the Clubhouse or in the pool area.
***Please note: Reasonable accommodations for disabilities are considered on a case-by-case basis, with proper documentation.**
- b) No eating or drinking is permitted in the Clubhouse, except in designated areas: the auditorium and the Greenery Room.
- c) No parking in fire zones and other restricted areas so marked in yellow.
- d) No pets on the Paseo.
- e) HOA dumpsters (or any dumpsters) located behind the Clubhouse or Administration building are NOT for homeowner usage.

Sub-Title 2: Holiday Decorations

Description/Requirements:

- a) Decorations for events such as Valentine's Day, St. Patrick's Day, Easter, Halloween and Thanksgiving, may not be displayed any earlier than two weeks before the event, and they must be removed as soon as practical after the event.
- b) Christmas and Chanukah decorations may be displayed after Thanksgiving.
- c) The use of a laser light show for holiday decoration is permitted.

Sub-Title 3: Privacy and Party Fences

- a) A privacy fence is one that is located outside the main entry door of a Bedford or a Greenport model. The Bedford and/or Greenport owners are responsible for the repair or replacement of the fence.
- b) A party fence is one that separates adjacent properties between duplex units in the rear of the homes. Both homeowners are responsible for repair and replacement of a party fence. When one of the responsible parties is not willing to cover their half of the cost of the fence, the HOA will issue a check to the fence company for that half of the cost. The HOA will recoup the monies by an in-house lien, to be satisfied no later than when the home is listed for sale. If this cost is not paid, there will be no clearance for the closing on the property by the Board of Directors.

HOUSE RULE #2

Title: GENERAL VIOLATIONS AND ENFORCEMENTS

Sub-Title: Procedure for Handling General Violations

Date of latest version: March 6, 2026

Policy/Reason: The Enforcement Amendment (#16) of our By-Laws provides for the levying of fines established by the HOA. All violation complaints from residents must be written and signed. Photos may be submitted. The name of the complainant will be kept confidential by the HOA. The following procedure will be followed for letters from the HOA imposing a monetary fine for a general violation.

Description/Requirements:

- a) A written notice of the violation will be sent to the homeowner. The homeowner will have 30 days to correct the violation. If the violation is not corrected within 30 days, a fine as described below will be imposed via a second written notice.
- b) All fines will have a pay date deadline of 30 days from the date of the letter. If the resident disputes the fine, they will be advised to submit a letter to the Board of Directors, requesting a grievance meeting. Upon receipt of the resident's letter, an appointment for a grievance meeting will be made through the HOA office personnel.
- c) Three members of the Board will attend the grievance meeting.
- d) All paid and unpaid fines will be documented by office personnel, who will keep the Board informed about the payment status of all fines.
- e) If a fine on a re-occurring violation is not paid, monthly letters stating the cumulative fine amount will be sent from the HOA. No monthly fine to exceed \$100 (**violation #19 is an exception**). No total accumulation of fines to exceed \$1,000. When the total amount reaches \$1,000, an in-house lien will be filed by the HOA attorney.
- f) If a home is on the market for sale, all fines must be paid prior to closing, in the form of a bank check. If a fine is not paid, there will be no clearance for the closing on the property by the Board of Directors.
- g) Both the name of the complainant and the amount of the fine will be kept confidential.

General Violations and Fines

- 1—Disregard for stop signs. **\$50**
- 2—Parking in fire zones. **\$50**
- 3—Vehicles left parked opposite each other on courts, hampering access by emergency vehicles. **\$50**
- 4—Vehicles left parked on roadways during snow emergency. **\$50**
- 5—Unregistered vehicles owned or used by a resident and parked visibly in the community. **\$50**
- 6—Animals left outside, whether unattended, loose, tied up or confined in a crate or pen; or which create a nuisance by whining, barking or howling. **\$50**
- 7—Not collecting pet droppings or properly disposing. **\$50**
- 8—Dogs that are unleashed, or leashed but uncontrolled, when being walked outdoors. **\$50**
- 9—Dogs on the Paseo. **\$50**
- 10—Feeding of feral or stray cats. **\$25**

- 11—Failure of residents to responsibly supervise their invited guests and/or children at the pool, the Clubhouse or other Leisure Glen facilities. **\$50**
- 12—Bicycles, roller skates, skateboards, scooters (including medical)* on the Paseo. ***(Please note: Reasonable accommodations for disabilities are considered on a case-by-case basis, with proper documentation.) \$50**
- 13—Debris generated by contractors or others that is not carted away by them. **\$50**
- 14—Garbage that has not been placed in garbage cans with lids or tied up in heavy-duty black plastic garbage bags. **\$25**
- 15—Speeding in excess of 20 miles per hour. **\$50**
- 16—Overnight parking of commercial vehicles in any visible area of Leisure Glen. **\$50**
- 17—Garbage cans, recycling bins or storage bins kept in a location that is visible from the street. **\$25**
- 18—Damage to an entrance, exit or pool gate by a resident found responsible for breaking it. **\$100**
- 19—Allowing illegal occupancy of your home in violation of the Rental Amendment (#18) of our bylaws. **\$50/day** for each day of illegal occupancy
- 20—No nuisances shall be allowed upon the property, nor shall any use or practice be allowed that interferes with the peaceful possession and proper use of the property by its residents. **\$100**
- 21—Obstruction of the roadway with any material e.g. mulch deliveries. **\$50**
- 22—Vehicles parked on the roadway in the opposite direction of the flow of traffic. **\$50**

Originally enacted 03/04/2004. **Revised** 06/14/2006, 04/2013, 01/08/2016, 08/2016, 10/14/2016, 08/18/2017, 12/15/2017, 03/09/2018, 04/06/2018, 06/28/2019, 10/05/2020, 01/28/2021, 09/02/2022, 05/02/2025 Board Approved, 06/27/2025 Board Approved, 12/19/2025 Board Approved, 03/06/2026 Board Approved
Homeowners Manual

HOUSE RULE #3

Title: ARCHITECTURAL VIOLATIONS

Sub-Title: Procedure for Handling Architectural Violations

Date of latest version: May 16, 2025

Policy/Reason: The Enforcement Amendment (#16) of our Bylaws provides for the levying of fines established by the Architectural Review Committee. All violation complaints from residents must be written and signed. Photos may be submitted. The name of the complainant will be kept confidential by the HOA. The following procedure will be followed for letters from the ARC imposing a monetary fine for a general violation.

Description/Requirements:

- a) A written notice of the violation will be sent to the homeowner. The homeowner will have 30 days to correct the violation. If the violation is not corrected within 30 days, a fine as described below will be imposed via a second written notice.
- b) All fines will have a pay date deadline of 30 days from the date of the letter. If the resident disputes the fine, they will be advised to submit a letter to the Board of Directors, requesting a grievance meeting. Upon receipt of the resident's letter, an appointment for a grievance meeting will be made through the HOA office personnel.
- c) Three members of the Board will attend the grievance meeting.
- d) All paid and unpaid fines will be documented by office personnel, who will keep the Board informed about the payment status of all fines.
- e) If a fine on a re-occurring violation is not paid, monthly letters stating the cumulative fine amount will be sent from the ARC, with copies to the HOA. No monthly fine to exceed \$100. No total accumulation of fines to exceed \$1,000. When the total amount reaches \$1,000, an in-house lien will be filed by the HOA attorney.
- f) If a home is on the market for sale, all fines must be paid prior to closing, in the form of a bank check. If a fine is not paid, there will be no clearance for the closing on the property by the BOD.
- g) Both the name of the complainant and the amount of the fine will be kept confidential.

Architectural Violations and Fines

- 1—Not submitting an application to the Architectural Review Committee for *any* outside work. **\$100**
- 2—Non-maintenance of all landscaping around a dwelling. **\$50**
- 3—Non-maintenance and/or replacement of deteriorated retaining (four feet or taller) or landscaping (under four feet) walls or fences on residential property. **\$50**
- 4—All other circumstances/conditions that are considered to be in poor repair. **\$50**
- 5—All other circumstances/conditions that are considered to be incompatible with the overall appearance of Leisure Glen. **\$50**
- 6—All other circumstances/conditions that are considered to impede maintenance. **\$50**
- 7—All other circumstances/conditions that cause distress or pose a nuisance to other residents. **\$50**
- 8—All other circumstances/conditions that are considered to be a safety issue. **\$50**

Originally enacted 04/04/2004. **Revised** 04/2013, 01/08/2016, 08/2016, 10/14/2016, 08/18/2017, 01/28/2021, 05/16/2025 Board Approved
Homeowners Manual

HOUSE RULE #4

Title: TAG SALES

Sub-Title: (none)

Date of latest version: May 2, 2025

Policy/Reason: Clarification of Leisure Glen Declaration Article XII, "Use of Property," of our Revised Offering Plan's Declaration of Covenants and Restrictions.

Description/Requirements:

- a) All residents or estates wishing to conduct a tag sale must provide a written request to the HOA between one and two weeks prior to the sale.
- b) Permissible number of days for a tag sale: seven consecutive calendar days or two consecutive weekends (Saturday/Sunday).
- c) Hours of tag sale: 10 a.m. – 5 p.m.
- d) Tag sales may only be patronized by residents of the community and/or their family and friends.
- e) No outside advertising is permitted, e.g. no newspapers or internet.
- f) Advertising is limited to Leisure Glen's in-house communications and media (advertising charges may apply).
- g) Professional estate sale services must adhere to all guidelines indicated in this policy.
- h) All tagged items must be displayed inside a home or a garage, or on the driveway.

Originally enacted 05/16/2006. **Revised** 05/23/2011, 02/27/2015, 03/13/2015, 10/16/2020, 04/07/2025, 05/02/2025 Board Approved
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HOUSE RULE #5

Title: AGE REQUIREMENTS FOR RESIDENTS

Sub-Title: (none)

Date of latest version: May 2, 2025

RESCINDED BY BOARD OF DIRECTOR VOTE ON APRIL 4, 2025, DUE TO BEING COMPLETELY COVERED BY LEISURE GLEN DECLARATION ARTICLE II, "RESTRICTION ON OCCUPANCY," OF OUR REVISED OFFERING PLAN'S DECLARATION OF COVENANTS AND RESTRICTIONS.

Originally enacted 05/15/2006. **Revised** 06/07/2010, 04/07/25, 5/2/2025 Board Approved
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HOUSE RULE #6

Title: RESIDENTIAL DUMPSTERS, PORTABLE ON-DEMAND STORAGE (PODS), etc.

Sub-Title: (none)

Date of latest version: May 2, 2025

Policy/Reason: To ensure the Association does not have to bear the cost for damage to residential or common area properties resulting from the delivery or placement of the aforementioned equipment.

Description/Requirements:

- a) An application for a dumpster or storage container must be submitted to the Administration office. Gatehouse security personnel will block entry and/or delivery unless permission has been granted.
- b) The application form requires description of the purpose and type of equipment (10-yard maximum).
- c) The application must include the date of entry and the date of removal. Equipment will not be permitted to remain on-site for more than six consecutive days.
- d) A deposit of \$750 from the applicant will be required before permission is granted for this equipment to be brought into the community. Should there be any property damage, and should those requesting this equipment decide not to pay for the cost of repairing damage resulting from the delivery or placement of this equipment, then the deposit will be applied to pay for the repairs. In addition, the deposit funds can/will also be used to pay for the cost to remove the equipment if it remains beyond six consecutive days. If the deposit is not sufficient and the home is on the market for sale, all of the costs must be paid back to the Association prior to closing, in the form of a bank check. If costs are not paid, there will be no clearance for the closing on the property by the Board of Directors.
- e) At the time of delivery, all dumpsters, PODs, etc., must be placed only on the driveway and cannot be left on the roadway—**NO EXCEPTIONS**. If necessary, the Association will supply some scrap plywood of sufficient quality to protect the driveway.

Originally enacted 05/15/2006. **Revised** 09/21/2016, 11/2016, 03/20/2017, 12/08/2020, 04/07/2025, 05/02/2025 Board Approved
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HOUSE RULE #7

Title: OPEN HOUSE GUIDELINES / ACCESS BY REALTOR

Sub-Title: (none)

Date of latest version: May 2, 2025

Policy/Reason: To maintain the security of the community and to comply with Articles XII and XIII of the Leisure Glen By-Laws, "Use of Property" and "Selling, Leasing and Gifts of Homes."

Description/Requirements:

- a) The broker/agent conducting the open house must notify the Administration office at least three business days in advance, of the date, time and address of the open house. Upon receipt of this information, the Administration office will notify the Gatehouse.
- b) Open houses may be held any day of the week, but only between the hours of 11 a.m. and 4 p.m.
- c) No advertising on Glen property.
- d) A lock box may be placed on the door of a vacant house.
- e) When broker/agent requires access, they must produce their real estate license ID card for the Gatehouse security guard.
- f) The broker/agent conducting the open house must remain at the house during all of the hours of the open house. The broker/agent will supply their cell phone number or the house phone number to the Gatehouse, so the security guard can call the broker/agent when potential buyers arrive at the gate. The security guard will give the potential buyers directions/maps to the home.
- g) Upon conclusion of the home showing, broker/agent must remind customers NOT to wander the community unescorted. The broker/agent MUST accompany potential buyers to any of the common areas of the community.
- h) Utilities (telephone/water/electric/gas/cable) must stay ON in the seller's name until the buyer transfers utilities to their own name. It is essential that phone service remain active. This is because the fire detection equipment, when activated, will send a signal to the Gatehouse via the telephone line. If an alarm signal is activated, the security guard will then call the dwelling. If there is no immediate response, and/or depending on the response, the security guard will call the fire department.

Originally enacted 06/10/2005. **Revised** 06/05/2007, 05/04/2010, 04/2013, 09/05/2018, 04/07/2025, 05/02/2025 Board Approved
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HOUSE RULE #8

Title: REQUIREMENTS FOR BOARD OF DIRECTORS CANDIDATES

Sub-Title: (none)

Date of latest version: May 2, 2025

RESCINDED BY BOARD OF DIRECTOR VOTE ON JUNE 28, 2024, DUE TO BEING COMPLETELY COVERED BY LEISURE GLEN BY-LAWS ARTICLE VIII, "BOARD OF DIRECTORS," AND AMENDMENT #19.

Originally enacted 02/12/2008. **Revised** 04/2013, 12/2016, 03/2019, 11/03/2023, 06/28/2024, 05/02/2025 Board Approved
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HOUSE RULE #9

Title: HOMEOWNER'S ALARM SYSTEM PHONE LINE

Sub-Title: (none)

Date of latest version: January 23, 2026

Policy/Reason: To protect the homes and the community from fire and other emergencies, as per Leisure Glen Declaration Article XIII, "Security and Fire Alarm System," of our Revised Offering Plan's Declaration of Covenants and Restrictions.

Description/Requirements:

- a) All households are required to maintain a viable telephone line to connect their residence to the Gatehouse.
- b) This wired line is necessary for the household emergency alarm system to function. When activated, it alerts security in the Gatehouse that there may be an emergency.
- c) On receiving an alert, Gatehouse security will call the home. On either confirmation of an emergency situation or not reaching a resident, the guard will call 911.
- d) In the event that a homeowner's telephone is out of order, signals from the alarm system will NOT be received or displayed at the Gatehouse monitoring station.
- e) A failure of the household's alarm system due to a non-operating telephone line exposes the resident, roommates and/or neighbors to unnecessary hazards and danger.
- f) Participation in the Leisure Glen Homeowners Association Security and Fire Alarm System is required of a property owner, and an obligation as a member of the Association. Phone, internet and cable television services provided by Altice/Optimum are activated at each home and are covered under your monthly maintenance payment.
- g) When a resident decides to sell their home, they need to contact Altice/Optimum MDU Call Center @ 888-565-5785 to notify Altice/Optimum that they are moving. They do not cancel service, since the HOA is responsible for the bulk services within the home. Once notified by the seller, Altice/Optimum will take care of the transfer of the account to the new owner.
- h) If, in order to maintain the integrity of the emergency alarm system, the Association must procure the necessary land telephone line, all costs will be charged to the homeowner as an additional assessment, per Leisure Glen Declaration Article VII, "Covenant for Maintenance Assessments," of our Revised Offering Plan's Declaration of Covenants and Restrictions.

Originally enacted 05/10/2010. **Revised** 04/2013, 04/07/2025, 05/02/2025 Board Approved, 01/23/2026 Board Approved
Homeowners Manual

HOUSE RULE #10

Title: PET POLICY – DOG BREED RESTRICTIONS

Sub-Title: (none)

Date of latest version: May 2, 2025

RESCINDED BY BOARD OF DIRECTOR VOTE ON MARCH 14, 2025, DUE TO THE FACT THAT NEW YORK LAW PROHIBITS HOMEOWNER ASSOCIATIONS FROM DISCRIMINATING AGAINST DOG OWNERS BASED SOLELY ON BREED WHEN IMPLEMENTING PET RULES.

Originally enacted 07/24/2020. **Revised** 03/14/2025, 05/02/2025 Board Approved
Homeowners Manual

HOUSE RULE #11

Title: FINANCIAL RESPONSIBILITY OF A HOMEOWNER FOR REMOVAL OF TREES ON THEIR PROPERTY

Sub-Title: Damage Caused by a Storm

Date of latest version: May 2, 2025

Policy/Reason: Clarification of Leisure Glen By-Laws Article XIV, Section 3, "Architectural Control."

Description/Requirements:

- a) In any storm, if there is damage to trees on a homeowner's property, the Homeowners Association will have the tree(s) removed if necessary, and the homeowner will be responsible for the cost of the removal of the tree/s and of the restoration of the soil/land of the surrounding area.
- b) Any damage to a curb tree (located within the first eight feet from the curb) as the result of a storm will be the responsibility of the Homeowners Association.
- c) The Operations Manager will photograph any damaged tree(s) prior to removal.

Originally enacted 09/18/2020; Revised 04/21/2025, 05/02/2025 Board Approved
Homeowners Manual

HOUSE RULE #12

Title: CLOSING OF OUTDOOR SPORTS FOR THE SEASON

Sub-Title: (none)

Date of latest version: May 2, 2025

RESCINDED BY BOARD OF DIRECTOR VOTE ON SEPTEMBER 27, 2024.

Originally enacted 11/04/2022. **Revised** 09/27/2024, 05/02/2025 Board Approved
Homeowners Manual

HOUSE RULE #13

Title: BOARD OF DIRECTORS ELECTION

Sub-Title: Amended Candidate Prerequisite #2

Date of latest version: June 28, 2024

RESCINDED BY BOARD OF DIRECTOR VOTE ON JUNE 28, 2024, DUE TO BEING OUT OF COMPLIANCE WITH LEISURE GLEN BY-LAWS ARTICLE VIII, "BOARD OF DIRECTORS," AND AMENDMENT #19.

Originally enacted 04/29/2022. **Revised** 06/28/2024, 05/02/2025 Board Approved
Homeowners Manual

HOUSE RULE #14

Title: PORTABLE TOILETS (PORTA POTTIES)

Sub-Title: (none)

Date of latest version: May 2, 2025

RESCINDED BY BOARD OF DIRECTOR VOTE ON APRIL 18, 2025, DUE TO BEING COMPLETELY COVERED BY LEISURE GLEN CC&Rs ARTICLE XII, "USE OF PROPERTY," PAGE 67, PARAGRAPH (y).

Originally enacted 09/30/2022. **Revised** 04/21/2025, 05/02/2025 Board Approved
Homeowners Manual

HOUSE RULE #15

Title: TRUCK DELIVERIES

Sub-Title: (none)

Date of latest version: May 2, 2025

RESCINDED BY BOARD OF DIRECTOR VOTE ON APRIL 18, 2025, AS THIS RULE CONFLICTS WITH LEISURE GLEN'S RECYCLING SCHEDULE.

Originally enacted 08/18/2023. **Revised** 04/21/2025, 05/02/2025 Board Approved
Homeowners Manual

HOUSE RULE #16

Title: PERSONAL PROFESSIONAL SERVICES

Sub-Title: (none)

Date of latest version: May 2, 2025

Policy/Reason: Insurance requirements.

Description/Requirements:

- a) Individual personal instruction is prohibited on HOA common property.
- b) Clubs that would like to hire someone to assist with group instruction will need to have liability insurance and workers compensation coverage if required by NYS law, in the same way that insurance is necessary for entertainers and servers for Leisure Glen social events.

Originally enacted 04/16/2024; Revised 04/21/25, 05/02/2025 Board Approved
Homeowners Manual

HOUSE RULE #17

Title: ANNUAL BOARD OF DIRECTORS ELECTION

Sub-Title: Three-Envelope Procedure

Date of latest version: May 2, 2025

Policy/Reason: To ensure that elections for the Homeowners Association Board of Directors are conducted in a timely and appropriate manner, the applicable Declaration Article IV and By-Laws Article IX will be supplemented by this rule, effective immediately.

Description/Requirements:

- a) Election committee—The Leisure Glen Homeowners Board of Directors shall authorize a committee consisting of residents who will oversee and manage Board elections. The process is detailed in the Election Committee Charter.
- b) Ballot creation—Ballots will be created and utilized for all Board voting, following guidelines for secret written ballots using a three-envelope system:
 - 1—An outer envelope will be addressed to each homeowner with a ballot and two envelopes inside.
 - 2—A second envelope (the larger of the two inside) will be addressed for return to the Election committee, with the homeowner's name and address on the upper left corner.
 - 3—The third envelope (the smallest) will be marked BALLOT on the outside and will have no other markings. This is important to protect the identity of the homeowner and to ensure a secret ballot.
- c) Instructions and/or last-minute directions from the Board of Directors, or any questions the Election committee may have, shall be handled by the Board of Directors.

Originally enacted 09/06/2024, 05/02/2025 Board Approved
Homeowners Manual

3 – ENVELOPE SYSTEM

GUIDELINES FOR SECRET WRITTEN BALLOTS

The Office of the Ombudsman has found the most effective method to ensure the integrity of the secret written ballot is to use the following three-envelope system. This is important to protect the identity of the homeowner and to ensure a secret ballot.

The following example is provided only as a guideline from the Office of the Ombudsman and should not be viewed as a State requirement.

1. The outer envelope will be addressed to the homeowner with two envelopes inside.

2. The second envelope (the larger of the two inside) will be addressed back to the manager or election committee for the association with the homeowner's name and address on the upper left corner.

3. The third envelope (the smallest) will be marked "Ballot" on the outside and will have no other markings. This is important to protect the identity of the homeowner and to ensure a secret ballot.

ELECTION OF EXECUTIVE BOARD MEMBERS

1 – OUTSIDE MAILING # 10 – ENVELOPE *

HAPPY HOMEOWNERS
ASSOCIATION
737 Covenant Lane
Anywhere, NV 89555

JOHN & JANE DOE
3434 Regulations Avenue
Anywhere, NV 89555

2 – FIRST INSIDE # 9 – ENVELOPE **

JOHN & JANE DOE
3434 Regulation Avenue
Anywhere, NV 89555

HAPPY HOMEOWNERS
ASSOCIATION
737 Covenant Lane
Anywhere, NV 89555
Contains Election Materials
Do Not Open Unless Instructed by BOD

3 – FINAL INSIDE # 6.5 – ENVELOPE ***

OFFICIAL BALLOT
(Do not put any other
materials inside this
envelope except the
Official Ballot)

Revision date: June 1, 2016

ACCEPTANCE OF TERMS ETC. OUTLINED IN THE LEISURE GLEN OFFERING PLAN AND HOMEOWNERS MANUAL

As a condition to purchasing, the Buyer/Lessee becomes a member of the Homeowners Association and agrees to accept all terms as noted in the Offering Plan and Homeowners Manual along with any directives issued by the Board of Directors. By signing this document, the Buyer/Lessee understands and accepts all of the terms as specified in these documents.

BUYER/LESSEE

DATE

OFFERING PLAN GLOSSARY OF TERMS

Excerpted from the Leisure Glen Restated Offering Plan Declaration of Covenants, Restrictions, Easements and Liens, Article I. Definitions

The following words when used in this Declaration or any Supplemental Declaration shall, unless the context otherwise prohibits, have the meanings set forth below:

- (a) **“Association”** shall mean and refer to Leisure Glen Home Owners Association, Inc., a New York Not-for-Profit corporation.
- (b) **“The Properties”** shall mean and refer to all such existing properties as are subject to this Declaration.
- (c) **“Home”** shall mean and refer to all units of residential housing situated upon The Properties.
- (d) **“Owner”** shall mean and refer to the record owner of ***fee simple title** to any Home, including the Developer with respect to any unsold Home. Every Home Owner shall be treated for all purposes as a single owner for each Home held, irrespective of whether such ownership is joint, in common or tenancy by the entirety. Where such ownership is joint, in common or tenancy by the entirety, a majority vote of such owners shall be necessary to cast any vote to which such owners are entitled.

***Fee simple title** means you own real estate outright, with the most complete ownership rights: you possess the land and structures, can use, sell, lease, or leave it to heirs, and have no time limit, subject only to government rules like zoning/taxes.

- (e) **“Member”** shall mean and refer to each holder of a membership interest in the Association, as such interest is set forth in ****Article IV**.

****Article IV. Membership and Voting Rights in the Association was amended by Amendment #19 (in effect as of June 25, 2020):**

The Association shall have one class of membership interest. The owner of each dwelling unit on The Properties subject to this Declaration shall be a member.

Each member, or the spouse of a Member is entitled to one vote on any business that comes before them in which they have a voting interest. When more than one person or entity holds such interest in any Home, the one vote attributable to such Home shall be exercised as such persons mutually determine but ~~with the exception of cumulative voting employed in the election of Directors~~, not more than one vote may be cast with respect to any such Home. For purposes of this section the word “home” shall have the same meaning as “lot” and therefore if there is no home constructed on a particular lot in the Development, the owner of such lot will still be considered a Member entitled to cast the one vote as set forth above. No ~~Member voter~~ shall split or divide its vote on any motion, resolution or ballot ~~other than in the cumulative voting procedure employed in the election of Directors~~.

- (f) **“Development”** shall mean Leisure Glen, a residential planned adult community development being constructed on The Properties.

- (g) **“Developer”** shall mean and refer to Leisure Glen, Inc., a corporation and its successors and assigns, if such successors and assigns should acquire an undeveloped or a developed but unsold portion of the Properties from the Developer for the purpose of development.
- (h) **“Common Properties” or “Common Areas”** shall mean and refer to certain areas of land other than individual lots as shown on the filed subdivision map and intended to be devoted to the common use and enjoyment of the owners of the Properties.
- (i) **“Party Wall”** shall mean and refer to the entire wall, from front to rear, all or a portion of which is used for support or separation of each adjoining property, situate or intended to be situate, on the boundary line between adjoining properties.
- (j) **“Lot”** shall mean and refer to any plot of land intended and subdivided for residential uses shown on the subdivision map of the Properties but shall not include the Common Areas as herein defined.

Excerpted from the Leisure Glen Restated Offering Plan By-Laws, Article II. Definitions

The following words when used in these By-Laws shall, unless the context otherwise prohibits, have the meanings set forth below:

- (a) **“Association”** shall mean and refer to Leisure Glen Home Owners Association, Inc., a New York Not-for-Profit Corporation.
- (b) **“Developer”** shall mean and refer to Leisure Glen Inc., a New York corporation and its successors and assigns if such successors and assigns should acquire an undeveloped or developed but unsold portion of The Properties from the Developer for the purpose of development.
- (c) **“Declaration”** shall mean and refer to the Declaration of Covenants, Restrictions, Easements, Charges and Liens applicable to The Properties recorded among the land records in the Clerk of the County of Suffolk, New York.
- (d) **“The Properties”** shall mean and refer to all those areas of land described in and subject to the Declaration.
- (e) **“Lot”** shall mean and refer to any plot of land intended and subdivided for residential uses shown on the subdivision map of the Properties but shall not include the Common Areas as herein defined.
- (f) **“Member”** shall mean and refer to each holder of a membership interest in the Association, as such interest is set forth in Article VI (as amended by Amendment #19 – see page 3)
- (g) **“Home”** shall mean and refer to all units of residential housing situated upon lots located on The Properties.

- (h) **“Owner”** shall mean and refer to the record owner of fee simple title (see page 79) to any Home, including the Developer with respect to an unsold Home. Every Home Owner shall be treated for all purposes as a single owner for each Home held, irrespective of whether such ownership is joint, in common or tenancy by the entirety. Where such ownership is joint, in common or tenancy by the entirety, majority vote of such owners shall be necessary to cast any vote to which such owners are entitled.
- (i) **“Common Properties” or “Common Areas”** shall mean and refer to certain areas of land other than individual Lots as shown on the filed subdivision map and intended to be devoted to the common use and enjoyment of the owners of the Properties.
- (j) **“Development”** shall mean Leisure Glen, a Planned Residential Community development being constructed on the Properties.

LEISURE GLEN COMMUNITY SECTION MAP

