

## RULES & REGULATIONS

In order that all Certificate Holders are treated fairly and equally, and in order to keep the Village a beautiful and desirous place in which to live, the Board of Trustees has prescribed Rules & Regulations.

These Rules & Regulations in no way counteract the conditions as set forth in the By-Laws. Rather, they tend to clarify and spell out the intention of the By-Laws. If interpretation or assistance is needed, call the office, but the Board of Trustees interpretation will be final in what is proper and in the best interest of the Co-Op concerning ground use.

**Permission Request Forms must be approved by the Board of Trustees prior to any changes or additions being made by Certificate Holders. Failure to abide by any rule or regulation will subject unit owners to default of membership and/or financial penalty.**

All written complaints must be submitted in writing by a Certificate Holder, addressed to the Board, dated, and signed in order for the Board to address the issue. Upon receipt, the Board will investigate the charges and come to a conclusion.

Continued failure by a resident to comply with these Rules & Regulations may result in a procedure to revoke his/her Membership Certificate in Crestwood Village Co-Op Two, Inc.

All alterations made to inside and outside of unit and common grounds must have prior approval of the Board of Trustees.

**FEEDING AND HOUSING OF STRAY CATS OR WILD ANIMALS (GEESE, DEER, TURKEYS, ETC.) WILL RESULT IN A FINE: FIRST OFFENSE: \$250.00; SECOND OFFENSE: \$500.00; THIRD OFFENSE: \$1000.00.**

**FINES: A warning letter will be sent if you are found to be in violation. You will have ten (10) days to correct the violation. If the violation continues for 11-20 days, there will be a \$25.00 fine assessed to your account. If the violation continues beyond 20 days, you will be assessed a \$50.00 fine per day until the matter has been resolved.**

The Certificate Holder must allow all authorized inspections by the Co-Op.

The authority of the Trustees to issue these Rules & Regulations is in the By-Laws.

NOTE: Rules & Regulations are voted on by the Trustees and NOT by the membership.

**VIOLATIONS OF THESE REGULATIONS MAY CONSTITUTE A DEFAULT OF YOUR CO-OP MEMBERSHIP.**

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## **1      DEFINITIONS**

1.1      “Board” shall mean the Co-Op Board of Trustees which shall be comprised of a minimum of five (5) Trustees and a maximum of seven (7) Trustees, all of whom must be a Member in Statutory Good Standing.

1.2      “By-Laws” shall mean the By-Laws of the Co-Op.

1.3      “Common Property” shall mean all the property and facilities owned by the Co-Op excluding each Dwelling.

1.4      “Co-Op” shall mean Crestwood Village Co-Op Two, Inc., a New Jersey not-for-profit corporation, which has a principal office located at 470 Route 530, Whiting, New Jersey.

1.5      “Dwelling” shall mean the residential dwelling unit specifically identified on both the Membership Certificate and Proprietary Lease.

1.6      “Member” shall mean any person that possesses both a current and enforceable Membership Certificate and a Proprietary Lease in accordance with and subject to a current and enforceable Proprietary Lease, By-Laws, and Rules.

1.7      “Membership Certificate” shall mean the written document issued, sold, and delivered by the Co-Op in accordance with and subject to the By-Laws and those procedures established by the Board.

1.8      “Proprietary Lease” shall mean the written agreement drafted and issued by the Co-Op to allow a Member or Members to use and occupy a Dwelling owned by the Co-Op in accordance with the terms and conditions of the Proprietary Lease, By-Laws, and Rules.

1.9      “Rules” shall mean those Rules and Regulations passed by the Board in accordance with the By-Laws.

1.10     “Statutory Good Standing” shall mean the status solely with respect to eligibility to (1) vote in Board elections, (2) vote to amend the By-Laws, and (3) nominate or run for any membership position on the Board, a Member who is current on the payment of common expenses, late fees, interest on unpaid assessments, legal fees, or other charges lawfully assessed, and, which the Member has not failed to satisfy a judgment for common expenses, late fees, interest on unpaid assessments, legal fees, or other charges lawfully assessed. Additionally, a Member shall be deemed to be in Statutory Good Standing if the Member is in permitted on village streets or courts between the hours of 1:00 AM and 6:00 AM. (All vehicles in violation will be towed at the owner’s expense.) assessments, legal fees, or other charges lawfully assessed. Also, with respect to those charges allegedly due the Co-Op from the Member which are the subject of a pending alternative dispute resolution, to the extent of such disputed charges, the Member shall be deemed to be in Statutory Good Standing.

1.11 "Trustee" shall mean any person voted or appointed to serve on the Board pursuant to and in accordance with the By-Laws, Membership Certificate, Proprietary Lease and New Jersey statutory law or New Jersey administrative regulations.

## **2 PARKING, VEHICLES, AND TRAFFIC**

2.1 Overnight parking of motor vehicles on Co-Op streets or courts between the hours of 1:00 AM and 6:00 AM is prohibited. Guest and visitor parking of motor vehicles in any of the parking areas contiguous to Harmony Hall is prohibited unless the Co-Op grants written approval subject to any conditions deemed appropriate by the Co-Op and such written approval is prominently displayed on the front dashboard of the vehicle authorized by the Co-Op. Subject to the express written approval of the Co-Op, motorhomes may park at the rear of the Harmony Hall lot but not for more than fourteen (14) days every six (6) months.

**(All vehicles in violation will be towed at the owner's expense.)**

2.2 Parking of motor vehicles at any time ten (10) feet on either side of mailboxes or fire hydrants, or, directly across from any driveway on the Common Property is prohibited.

2.3 Parking of motor vehicles on the Common Property which unreasonably impedes vehicular traffic, pedestrian traffic or otherwise creates a nuisance or hazard to persons using the Common Property is prohibited.

2.4 Driving a motor vehicle in excess of the posted speed limit on the Common Property is prohibited.

2.5 The failure of a driver of a motor vehicle to come to a full stop at any "stop sign" on the Common Property is prohibited.

2.6 Motor vehicles with commercial signs on them, or with commercial license plates, are prohibited to park in any driveway on the Common Property between 8:00 PM and 8:00 AM. No motor vehicles may be parked in any driveway with debris or ladders in or on top of the roof. Members who are owners of commercial motor vehicles may, upon permission of the Co-Op, register up to one commercial vehicle with the office and park at Harmony Hall in a designated area.

2.7 Motor vehicles made with self-made additions are not permitted on the Common Property.

2.8 Pods and dumpsters are prohibited on the Common Property unless the Co-Op first grants express written approval to the Member and/or other person, subject to terms and conditions determined by the Co-Op, including but not limited to duration, location, proof of applicable insurance, security deposit and executing a written commitment by the Member and/or others to defend, indemnify and hold the Co-Op harmless for any and all claims arising from and relating to such pods or dumpster, including but not limited to property damage, bodily injury and personal injury.

2.9 Each Quad or multi-plex unit Member shall have sole entitlement to one motor vehicle parking space designated in the area by the Co-Op. When any such Co-Op designated space is unoccupied, it is still exclusively reserved for that Member's use and shall not be used by

another Member, resident, guest, or visitor, unless written permission has first been given to do so by both the Member and the Co-Op and such permission if granted, by the Co-Op shall otherwise be subject to any conditions deemed appropriate by the Co-Op. Every parking space designation on Common Property shall be registered in writing with the Co-Op and maintained in the Harmony Hall office.

2.10 Motorcycles, electric bicycles, golf carts, low speed vehicles and mopeds are all considered motor vehicles by the Co-Op and the operators of same must comply with these Rules And Regulations.

2.11 Motor vehicles should be parked **NOT** less than twenty-five (25) feet from street corners on the Common Property.

2.12 All motor vehicles are to stay to the right when operating on the streets and courts of the Common Property and driving on the left is prohibited.

2.13 All motor vehicles are to stay to the right when operating on the streets and courts of the Common Property and the parking of motor vehicles facing oncoming traffic is prohibited.

2.14 All motor vehicles traveling on the Common Property must be equipped with headlights and rear lights during non-day light hours.

2.15 The revving of the engine of any motor vehicle is prohibited.

2.16 All Dwellings shall be accessible to emergency vehicles, first responders, and their respective equipment.

2.17 Motor vehicles placed or parked in tandem in driveways on the Common Property must not hang over into the street or block the front entrance to the Dwelling.

2.18 The placing or parking or driving of motor vehicles on any grass or other area not paved by either asphalt or concrete of the Common Property is prohibited.

2.19 The placing or parking or driving of unregistered, unlicensed, or disabled motor vehicles on the Common Property is prohibited.

2.20 Members are jointly and severally responsible to assure that their guests, fellow residents and occupants of their Dwelling and visitors do not place, park or operate motor vehicles in violation of these Rules and Regulations.

2.21 Subject to first obtaining the express written approval of the Co-Op, Members living in a single unit Dwelling will be permitted to extend by concrete, the width of their driveways not to exceed a total of seven (7) feet having one side not to exceed more than four (4) feet. This includes any existing walkway. **ALL CONCRETE EXTENSIONS MUST BE APPLIED FOR WITH A PERMISSION REQUEST FORM SUBMITTED TO THE CO-OP AND APPROVED BY THE BOARD.** The concrete extension must be poured by an insured licensed contractor.

2.22 Covers for motor vehicles parked on the Common Property are prohibited unless the express written approval is first obtained by the Co-Op based upon whether such cover is specifically manufactured for the particular vehicle and whether such cover is consistent with and not disruptive to the aesthetics of the surrounding Common Property.

2.23 Trailers of any type are prohibited in the Village.

### **3 BUILDING ALTERATIONS AND ADDITIONS**

**3.1 ALL ALTERATIONS, NEW CONSTRUCTION, ELECTRICAL WIRING, PLUMBING, OR OTHER CHANGES OR ADDITIONS TO ANY DWELLING OR COMMON PROPERTY AS HEREINAFTER SPECIFIED MUST BE SUBMITTED TO AND APPROVED BY THE CO-OP BEFORE THE COMMENCEMENT OF WORK.**

Any Member seeking to engage in such activity must fully complete and submit to the Co-Op a Permission Request Form, including the name of the contractor, and obtain the prior written approval of the Co-Op **PRIOR** to the commencement of any work activity on the Common Property or in the Dwelling. All work permitted by the Co-Op must be performed by a licensed, bonded, and insured contractor. Copies of the contractor's license and Certificate of Insurance must accompany the permission request. Any damage sustained to the Common Property or the Dwelling because of a Member's failure to secure such approval and certification shall be the responsibility of the Member to correct or otherwise fully compensate and/or reimburse the Co-Op to correct. Any alteration and/or improvement is the responsibility of the Member to maintain. A copy of all township permits must be submitted to Co-Op office before work commences. **Any alteration started prior to express, written Co-Op authorization will result in a fine.**

3.2 Generators can be used after a loss of power of 6 hours or more. Sunday usage will be permissible, provided the noise is not unreasonable. Generator usage is at the Member's own risk. Gas cans are to be stored according to commercially acceptable standards and these Rules And Regulations. Members are required to register a generator with the office.

3.3 The following are not permitted: gas and wood-burning fireplaces; outdoor fire pits of any type; turbine-type attic fans; kerosene heaters or fuel-operated heaters other than electric. No hot tubs, or pools of any type.

3.4 No blinds, curtains, or other materials are permitted on the outside of any window, or overhang of a Dwelling.

3.5 Members and/or their respective contractors, subcontractors, agents or representatives are permitted to work between the hours of 8:00 AM and 6:00 PM except for Sunday when **NO** work is permitted unless emergency work is required.

3.6 Outdoor light fixtures can only hold up to a maximum of 100-watt bulbs or its equivalent.

3.7 No light fixtures or cameras can be attached to vinyl siding or brick. Command strips are permitted for decorations only. One Ring doorbell is allowed at the Dwelling's primary entrance.

3.8 Fines will be assessed for work started before the express written approval of the Co-Op.

3.9 The State of New Jersey Uniform Construction Code Regulations are the rules that govern when and if permits are required.

Township Permits may be required, and Co-Op permission is still necessary if the Member plans to:

Cut away any wall or portion thereof.

Cut any structural beam or bearing support.

Construct an addition or make alterations to a unit, i.e., enclosing a porch or patio cover.

Install, replace, or relocate a hot water heater.

Install any new plumbing fixture.

Install, replace, or relocate any water, drainage, or venting.

Install heating and/or air conditioning systems; or

Install and/or upgrade any new electrical wiring or plumbing.

Township Permits may not be necessary, but Co-Op permission is necessary if the Member plans:

Add or replace awnings or railings.

Install solar tubes.

Replace windows.

Install sliding shower doors.

Install new garage doors.

Install countertops or any permanent cabinet resurfacing.

Plant trees; or

Change or replace any items other than carpeting and paint.

**Members are required to obtain a certificate of insurance naming the Co-Op as an additional insured from the contractor of their choice and provide it to the Co-Op for review and approval prior to the start of work.**

#### **4 RULES AND SPECIFICATIONS FOR PATIOS AND THREE-SEASON ROOMS**

4.1 The patio area may not exceed 200 square feet. The patio can be added to a three-season room at a size no larger than ten (10) feet by twelve (12) feet. The patio can't go beyond the three-season room or the end of the Dwelling. Prior Board approval is required.

4.2 The patio must be contiguous with the Dwelling.

4.3 Plain patios may be made of poured concrete, patio blocks, pavers, or slate and performed by an insured licensed contractor. **NO WOOD MAY BE USED. White vinyl fencing or black wrought iron fencing, not more than 4' high, may be installed either at the edge of the patio or around the perimeter of the patio, butted up against the patio edge, and must include a gate. Grass grown under or around the fence will be the Certificate**

**Holder's responsibility to maintain. Dwarf shrubs and flowers may be planted within two (2) feet of the patio.**

- 4.4 Any patio at a multi-plex Dwelling (quad, 6 plex, 8 plex) may not have fencing.
- 4.5 There must be at least 15 feet between the patio and the street.
- 4.6 Patios must slope sufficiently away from the Dwelling for proper drainage.
- 4.7 Only patio furniture and grills may be kept on the patio. Outdoor grills may be stored in three (3) foot areas or on patios only. When grills are in use, they must be at least five (5) feet from the house and returned to their storage area only after cooling completely. **THE PATIO SHALL NOT BE USED FOR STORAGE.**
- 4.8 All night sleeping on patios is prohibited.
- 4.9 Covered and screened patios as well as pergolas must have poured concrete floors.
- 4.10 The frame for the covering and/or screening can only be anchored to a concrete patio floor and to the structural frame of the Dwelling. The frame and roof must be aluminum and properly coated against corrosion.
- 4.11 Enclosed patios must have an exterior door.
- 4.12 Lower side panels of the enclosed patios must not exceed twenty-four (24) inches in height with a minimum of eighteen (18) inches.
- 4.13 Although the patio is the Co-Op's property, the Member is responsible for its maintenance and insurance.
- 4.14 Permission Request Forms, with the name of the insured licensed contractor, for covered or enclosed patios must be accompanied by a sketch and description of the patio showing its dimensions, location, and access.
- 4.15 The Member must allow all authorized inspections by the Co-Op.

**5. GROUND AND GARDENS – It is the responsibility of the Member to keep the three (3) foot area surrounding their Dwelling clean, neat, and orderly, with nothing placed thereon unless expressly permitted by these Rules.**

- 5.1 No borders or lines are to be formed by cinder blocks, bricks, hedges, trees, shrubs, or fences of any type.
- 5.2 Small vegetable plants are permitted in the three (3) foot area of the Dwelling provided they are in locations that do not become unsightly to surrounding areas.
- 5.3 One plastic garbage can with a lid as well as leaf and brush brown paper bags shall be permitted to stand along the outside wall of the Dwelling within the 3-foot area. Single and duplex units must keep their recycling containers in the garage. Quads, six-plex units, and eight-plex units are allowed one (1) recycling container with a lid to stand along the outside wall of the Dwelling. All units are permitted leaf and brush paper bags to stand along the Dwelling.
- 5.4 When not in use, hoses are to be removed from lawns, walks, and parking spaces. Lawns will not be cut if hoses are not put away.

5.5 Dumping of grass clippings or trash is not permitted on the Common Property. No grass clippings, leaves, pine needles, etc. should be raked to the street.

5.6 Burning of paper or rubbish of any kind is **NOT** permitted on the Common Property.

5.7 Compost piles and/or compost barrels and/or compost receptacles are **NOT** permitted on the Common Property.

5.8 Lawn sprinkler schedules issued from year to year by Manchester Township are to be strictly adhered to, to assure adequate pressure for the convenience of residents, as well as to protect in case of a fire emergency.

5.9 The walkways in the quad, six-plex, and eight-plex models are designed to afford each occupant maximum privacy. However, walkways are Common Property, and in an emergency, each Dwelling occupant shall have the right to use any walkway when necessary for ingress or egress to and from his or her Dwelling. Further, walkways shall be always kept clear of all obstacles for passage by any occupant to any Dwelling (singles duplexes, quads, six-plexes, and eight-plexes).

5.10 Trees in the Common Property are NOT to be cut down by any person unless first approved in writing by the Co-Op and at the Member's expense. Trees are not to be cut down or planted without first obtaining the prior, express written permission of the Co-Op.

5.11 Storage sheds or trunks are prohibited, unless first expressly approved in writing by the Co-Op and provided that no more than one storage shed or trunk is permitted per Dwelling and that no shed or trunk is taller than six (6) feet as long as they fit in the three (3) foot area, and, do not block any windows, and, do not face a roadway.

## **6. PLANTING GUIDE**

6.1 Only live annual and perennial plants are allowed to be planted by a Member in the three (3) foot area of their Dwelling provided the plantings do not become unsightly and/or a nuisance to the surrounding areas. The planting of any live annual or perennial plants beyond the three (3) foot area of the Dwelling on the Common Property is prohibited unless prior to such planting the Member first obtains the express, written approval of the Co-Op which approval shall be subject to all terms and conditions imposed by the Co-Op.

6.2 The planting of any live bush or tree, or installation of a flagpole, on the Common Property is prohibited unless prior to the planting of such bush or tree, or installation of such flagpole, the Member first obtains the express, written approval of the Co-Op which approval shall be subject to all terms and conditions imposed by the Co-Op.

6.3 The planting of any live annual or perennial plants around any bush or tree or flagpole on the Common Property is prohibited unless prior to the planting of any live annual or perennial plants around any such bush or tree the Member first obtains the express, written approval of the Co-Op which approval shall be subject to all terms and conditions imposed by the Co-Op.

6.4 The placement of any fencing around any live annual or perennial plants or around any bush or tree or flagpole is prohibited.

6.5 To the extent the Co-Op authorizes a Member to install a flagpole all necessary and proper maintenance of the flagpole is the sole responsibility of the Member authorized by the



Co-Op to install the flagpole. All flagpoles authorized by the Co-Op to be installed on the Common Property must be installed only upon the express, written approval of the Co-Op by licensed and insured contractors and approved by the Co-Op.

6.5 Only the flag of the United States of America, or yellows ribbons or signs supporting the United States troops may hang from a Co-Op authorized stand-alone flagpole, however, the Co-Op may direct removal of the flag of the United States of America, or yellows ribbons or signs supporting the United States troops when the display threatens public safety, restricts necessary maintenance activities of the Co-Op, interferes with the property rights of another, or is conducted in a manner inconsistent with the rules and customs deemed the proper manner to display the flag, such as the federal flag Code, 4 U.S.C. s. 1 et seq., or any other applicable law or guideline.

6.6 Only the flag of the United States of America, or yellows ribbons or signs supporting the United States troops or seasonal flags independent of any professional, college, high school or other school team, club or activity may hang from a Co-Op authorized flagpole attached to a Dwelling, however, the Co-Op may direct removal of the flag of the United States of America, or yellows ribbons or signs supporting the United States troops or seasonal flags independent of any professional, college, high school or other school team, club or activity when the display threatens public safety, restricts necessary maintenance activities of the Co-Op, interferes with the property rights of another, or is conducted in a manner inconsistent with the rules and customs deemed the proper manner to display the flag, such as the federal flag Code, 4 U.S.C. s. 1 et seq., or any other applicable law or guideline.

6.7 All pollical flags or signs are prohibited on common ground.

6.8 All live plantings on the Common Property that are designed to or otherwise partition or divide one area from another or give a fence-like appearance are prohibited.

6.9 The placement of artificial flowers, plants, bushes and trees, or stones, or rocks on the Common Property is prohibited.

## **7. DRAINAGE**

7.1 Leaders shall be directed away from the Dwelling.

7.2 Prior to the placement of all objects on the Common Property, Members shall first contact the telephone, electric, and cable companies for possible interference with their lines.

## **8. PETS**

8.1 No more than two (2) domestic pets may be kept in each Dwelling.

8.2 Pets (dogs, cats, and reptiles) are prohibited from running free on the Common Property.

8.3 When outside of a Dwelling, pets (dogs, cats, and reptiles) must be on a hand-held leash not greater than eight (8) feet in length.

8.4 All pets required by any governmental ordinance, statute or regulation to be licensed, must be so licensed and a copy of such license must be provided to the Co-Op within fourteen (14) days of the license being issued.

8.5 Pets shall not be housed in crawl spaces or garages in a Dwelling, nor, otherwise be housed on Common Property.

8.6 Pets (dogs, cats, and reptiles) shall only be walked in the street or court, or in a wooded area of the Common Property.

8.7 Pets (dogs, cats, and reptiles) shall not be walked in any bedded area, or parking area, or open area in front of or contiguous to Harmony Hall.

8.8 All pet droppings on Common Property shall be immediately cleaned up and removed to the Dwelling of the Member who owns the pet or the Dwelling of the Member who the pet or the pet's owner is visiting.

8.9 No Dwelling or Dwelling garage may be used as a kennel or for the raising, storing, or breeding of any pet or animal.

8.10 The feeding and/or housing of stray cats, and, stray dogs, on Common Property is prohibited.

8.11 The feeding and/or housing of geese, deer, turkeys, chickens, pigs, pigeons, racoons, vultures, opossum, fox, coyote, or any non-domesticated animal on Common Property is prohibited.

8.12 Traps placed by the Co-Op or its employees or its contractors must be left in place, and shall not to be tampered with or moved by Members, their residents or guests.

## **9. GUESTS, CHILDREN, AND VISITORS**

9.1 Visiting children under the age of eighteen (18) years of age must not be permitted to play or loiter on Common Property.

9.2 Visiting children under the age of eighteen (18) years of age must be accompanied by an adult while on the Common Property.

9.3 No rollerblading, skateboarding, all terrain vehicles or scooters of any sort are permitted on the Common Property, including any Co-Op street or court.

9.4 All children under the age of eighteen (18) years of age are prohibited from being in the Co-Op clubhouse Harmony Hall, including the Co-Op gym or kitchen unless accompanied by a Member.

9.5 Visiting children under the age of eighteen (18) years of age are not permitted to stay in a Dwelling for more than fourteen (14) days within ninety (90) days without a certificate holder present and the express written approval of the Co-Op.

9.6 Each Member is jointly and severally responsible for their respective occupants, guests, children, and visitors to abide by the terms and conditions of their Proprietary Lease, By-Laws and Rules. All residents and occupants of a Dwelling who are not Members must be registered with the Co-Op and are subject to a criminal background check.

## **10. GENERAL**

10.1 All Members must allow all authorized inspections by the Co-Op upon reasonable notice, unless exigent circumstances excuse

10.2 Laundry lines are prohibited on Common Property. However, laundry lines may be installed in a Dwelling garage, and when in use, the garage doors must be closed so that the wash is not visible from the street or court.

10.3 Blankets, pillows, rugs, wearing apparel or any other items shall **NOT** be aired in the open or hung on or over the railings or windows or any portion of a Dwelling which would be visible from the Common Property.

10.4 The storage or presence of any can or receptacle containing gasoline, kerosene, oil, propane, paint, solvents, chemicals or other flammable material is prohibited on Common Property.

10.5 The storage or presence of any can or receptacle containing gasoline, kerosene, oil, propane, paint, solvents, chemicals or other flammable material is prohibited in every Dwelling unless it is being stored in hazardous certified receptacle and is not otherwise emitting any odor or vapor.

10.6 Generators are prohibited unless first registered by the Member with the Co-Op.

10.7 Generators are prohibited from being used unless there has been a loss of power for at least twelve (6) six hours.

10.8 Members who own generators for their Dwelling shall do so on the condition that they shall defend, indemnify and hold the Co-Op harmless for any and all claims that arise from and relating to the presence and/or ownership and/or usage of the generator either in the Dwelling or on the Common Property.

10.9 Commercial business that requires foot and/or vehicular traffic on the Common Property is prohibited.

10.10 Peddlers and/or solicitors of any kind are prohibited on Common Property.

10.11 All signs of any type are prohibited from being erected on Common Property or in or on any Dwelling in a fashion that such sign is visible from Common Property with the exception that if a Member has arranged for a security system for their Dwelling a sign, not greater than eighteen (18) inches by eighteen (18) inches may be displayed within three (3) feet of such Member's Dwelling, and/or, with decals, not greater than six (6) inches by six (6) inches posted on one window of the Dwelling.

10.12 Televisions, stereos, and radios in Dwellings must be tuned low after 10:00 p.m.

10.13 No radio transmitting equipment may be operated in any Dwelling or on the Common Property.

10.14 Outside antennas are not permitted on any Dwelling or on the Common Property.

10.15 Satellite dishes are prohibited on any Dwelling or on the Common Property unless the Co-Op provides express written approval.

10.16 With the exception of single-unit Dwellings, all noise-generating appliances, including washing machines, dryers, dishwashers, and/or hairdryers must not be used before 8 a.m. or after 10 p.m.

10.17 Usage of all power tools is prohibited on the Common Property before 8:00 a.m. or after 6:00 p.m. Monday through Saturday with the exception that the use of garden tools is permitted on Sundays from 10:00 am to 6:00 pm.

10.18 The blocking and/or covering of any vents on a Dwelling is prohibited.

10.19 Each Member shall be jointly and severally liable for any damage to their Dwelling or the Common Property caused by such Member or such Member's guest, visitor or occupant.

10.20 All damaged sprinkler heads are to be replaced or repaired at the expense of the Member that is responsible for the sprinkler system.

10.21 All garbage, refuse and trash must be secured in tightly fastened garbage bags and placed in the garbage cans provided. Extra garbage shall not be placed outside the garbage can until the evening before collection.

10.22 All recycling materials, including bottles, cans, cardboard, and paper must be discarded as required by Manchester Township and remain in a secured covered container until removed from the Dwelling and Common Property.

10.23 Estate and/or garage sales are prohibited unless first approved in writing by the Co-Op and there be no estate and/or garage sales held on Sundays, or, before 8:00 a.m. and after 3:00 p.m.. No signs are to be displayed on any Dwelling or on Common Property advertising any garage or estate sale.

10.24 Window air conditioners are prohibited for each Dwelling.

10.25 Wall air conditioners are prohibited from being installed in the front of each Dwelling, except for multi dwellings with no side access.

10.26 The interior and exterior of every Dwelling that presents a danger to neighboring Dwelling, will be addressed at the Member's exclusive cost and expense to the extent required in the Member's Proprietary Lease, By-Laws and Rules.

10.27 If a Dwelling is unoccupied in the winter months and not winterized to protect the pipes from freezing, the Member shall be exclusively responsible for all damage and bodily injury which arises from and relates to bursting or leaking pipes, and, defend, indemnify and hold the Co-Op harmless for all claims arising from or relating to such damage and bodily injury.

10.28 Holiday decorations are to be removed from every Dwelling and the Common Property within two (2) weeks after the holiday.

10.29 Each Member shall keep the exterior of their Dwelling clean, tidy, and presentable.

10.30 Per Section 102 of New Jersey Fire Codes, any dangerous or hazardous conditions in a Dwelling or on Common Property caused by such Member or their occupants, guests or visitors shall be removed or remedied in accordance with the provisions of N.J.A.C. 5:70-2.10 including: "Accumulations of rubbish, waste, paper, boxes, shavings or other combustible materials or excessive storage of any combustible material inside or outside is prohibited."

10.31 The purchaser of a Membership Certificate shall reside in the Dwelling as their primary residence.

10.32 No Member or person is permitted to rent any Dwelling or portion of any Dwelling.

10.33 No Member or person is permitted to purchase the Membership Certificate to a Dwelling for the exclusive purpose of rehabilitating and sell said unit solely as an investment.

10.34 No Member or person is permitted to auction of any Membership Certificate or Proprietary Lease.

10.35 Any potential buyer of a Membership Certificate must meet a minimum income and credit score requirement as established by the Co-Op.

10.36 Certificate holder is only allowed to own one unit at any time.

## **11. Violations**

11.1 Where it is found by the Board that any Member or their respective occupant, visitor, guest or resident fails to comply with the applicable Proprietary Lease, and/or By-Laws and/or Rules, the following procedure will be instituted.

(a) A written notice of violation will be issued from the Board seeking a request for compliance.

(b) If the Member fails to comply within the time set forth in the written notice of violation, the Board will decide as to the fine to be imposed upon the Member, jointly and severally with such Member's occupant, visitor, guest or resident involved in the violation, which fine shall be not more than \$500.00, however, to the extent the violation is of a continuing nature, each day the Board may impose a separate daily fine not to exceed \$500.00 per day until the violation is corrected.

(c) If a Member refuses to have inspections completed as requested by the Board, the Member shall be jointly and severally responsible for damage that occurs and/or arising from the failure to conduct inspections, including but not limited to insect infestation, mold, or any damaging occurrence.

(d) If the Member fails to comply within the time set forth in the written notice of violation, and, the Member is in default pursuant to the Member's Proprietary Lease the Board may authorize termination of the Member's Proprietary Lease.

(e) If a Member or the Member's respective occupant, visitor, guest or resident fails to comply with the applicable Proprietary Lease, and/or By-Laws and/or Rules and the Co-Op incurs fees, costs and charges to remedy the violations, including but not limited to all attorneys' fees and costs, such fees, costs and charges shall be reimbursed, jointly and severally by the Member and Member's occupant, visitor, guest or resident involved in the violation.

## **12. Alternate Dispute Resolution:**

A. The Board of Trustees shall solicit persons, who are either Certificate Holders in the Co-Op or any owner or certificate holder in any Manchester community association, or professional mediators, mediators approved to mediate in the New Jersey Superior Court or mediators recognized by the Community Association Institute - New Jersey Chapter, to be mediators relative to actual and/or alleged violations of the Co-Op By-Laws and/or the Co-Op Rules And Regulations and/or the Co-Op Rules And Regulations, who will mediate, not arbitrate, disputes between the Co-Op and a Certificate Holder, and/or the Certificate Holder's guest or occupant, or, between Certificate Holders, or, between one Certificate Holder and another Certificate Holder's, guest or occupant.

B. The cost, if any, of every alternate dispute resolution shall be borne equally between the parties involved. Any initial fee deposit required by the mediator which shall not exceed \$500.00 for each party for a total of \$1,000.00 for the first two (2) hours of mediation, shall be first deposited with the mediator as a mandatory prerequisite to commence the mediation process. To the extent the parties to mediation and the mediator agree upon the mediation process continuing beyond two (2) hours the parties and the mediator shall all first agree in writing upon the payment of any additional monies, or else, the mediation will be deemed terminated unless the mediator agrees to waive any further charge to the parties.

C. If one party pays its one-half share of the initial mediation cost to the mediator, but the other party refuses to pay its one-half share of the initial mediation cost, the party paying shall be refunded the full amount of the payment made to the mediator, and, the non-paying party may not assert that the paying party has waived its right to alternate dispute resolution pursuant to N.J.S.A. 45:22A-44 c. in a court of law or equity.

D. If one party pays its one-half share of the initial mediation cost to the mediator, but the other party refuses to pay its one-half share of the initial mediation cost, the paying party may, only if the paying party chooses, assert that the non-paying party has waived its right to alternate dispute resolution pursuant to N.J.S.A. 45:22A-44 c. in a court of law or equity.

E. In the event both initial deposits by the parties to the mediation process are not paid to the mediator within twenty (20) days of the parties receiving notice of the initial deposit being due, the mediator shall advise all parties that the mediation is deemed abandoned, and that the parties have waived their rights to invoke N.J.S.A. 45:22A-44 c.

F. If the offer to engage in mediation is initiated by the Co-Op against a Certificate Holder and/or an Certificate Holder's guest or occupant, it shall be in writing, from the Co-Op, or, the Co-Op's designee, to the Certificate Holder and/or the Certificate Holder's guest or occupant, offering the Certificate Holder and/or the Certificate Holder's guest or occupant the opportunity to participate in mediation. Such offer to engage in mediation shall advise the Certificate Holder and/or the Certificate Holder's guest or occupant that if the Certificate Holder and/or an Certificate Holder's guest or occupant, does not respond to the Co-Op, or, the Co-Op's designee, in writing, within twenty (20) days of receiving the offer to engage in mediation, the Certificate Holder and/or the Certificate Holder's guest or occupant shall be deemed to have waived their right to mediation and alternate dispute resolution pursuant to N.J.S.A. 45:22A-44 c.

G. If an Certificate Holder and/or an Certificate Holder's guest or occupant seeks to initiate mediation against an Certificate Holder and/or a Certificate Holder's guest or occupant, such person shall make a written request to the Co-Op. This request for mediation must be dated, legible and contain the names and addresses of all parties, the telephone number of the requesting party, the telephone number of the responding parties, if known, contain as much factual detail as would give a reasonable person an understanding of the dispute, and, be signed by the Certificate Holder and/or the Certificate Holder's guest or occupant.

Within twenty (20) days of receiving this request for mediation, the Co-Op or its designee shall forward the request for mediation to the Certificate Holder and/or the Certificate Holder's guest or occupant being asked to participate in mediation along with a letter explaining that if the Certificate Holder and/or an Certificate Holder's guest or occupant, does not request the opportunity to participate in mediation, from the Co-Op, or, the Co-Op's designee, in writing, within twenty (20) days of receiving the offer to engage in mediation, the Certificate Holder and/or the Certificate Holder's guest or occupant shall be deemed to have waived their right to mediation and alternate dispute resolution pursuant to N.J.S.A. 45:22A-44 c.

H. Upon the Co-Op's receipt of a request for mediation pursuant to Paragraphs F or G of this Paragraph, the Co-Op shall select a mediator who is either a Certificate Holder in the Co-Op or any owner or certificate holder in any Manchester community association or professional mediator, a mediator approved to mediate in the New Jersey Superior Court or a mediator recognized by the Community Association Institute - New Jersey Chapter, and, the Co-Op will notify the selected mediator of their selection and provide the mediator with a copy of the request for mediation. The parties involved with the mediation shall receive a copy of the Co-Op's letter to the mediator.

I. The mediator selected by the Co-Op will expeditiously arrange with the parties for a mutually convenient date, time and place for the mediation. The mediator will expeditiously attempt to resolve the issues between the parties.

J. If the parties are unable or otherwise fail to resolve the matter through the mediation process, within a reasonable period of time, the alternate dispute resolution process shall be deemed completed and/or the parties shall be deemed to have otherwise waived or exhausted their right to alternate dispute resolution pursuant to N.J.S.A. 45:22A-44 c.

13. **Co-Op Preservation of Rights:**

13.1 Notwithstanding any of the above, the Co-Op may exercise all rights and remedies available to it at law, or, in equity, pursuant to the Co-Op's Certificate of Incorporation, By-Laws, Rules and Regulations, applicable Proprietary Lease, New Jersey statutes, regulations, municipal ordinances and all other applicable law.

**AMENDMENT TO CRESTWOOD VILLAGE CO-OP TWO, INC.**  
**RULES AND REGULATIONS**  
**(Revised January 2024)**

**Page 6, Item #4.1 is amended to read as follows:**

“The patio area may not exceed 200 square feet (this does not include quads, 6 plex and 8 plex properties).”

**Page 7, Item #4.4 is amended to read as follows:**

“Any patio on a quad, 6 plex or 8 plex property will be considered by the Board of Trustees on a case-by-case basis, and in no event will exceed 12 feet x 12 feet in area. These types of patios, if allowed, may not have fencing.”

**ADDENDUM TO RULES AND REGULATIONS 2024**

**August 5, 2024**

- On page 7 of the new rules and regulations add to item 4.4 “any patio on a quad, 6 or 8 plex property will be considered on a case-by-case basis, and in no event will exceed 12’ by 12’ in area. These types of patios, if allowed may not have fencing.
- On page 8 of the new rules and regulations add to item 8.3 change to read “when outside a dwelling, pets, AKA dogs, cats, reptiles, etc. must be on a handheld leash no longer than 6 feet. No pet may be tied to any structure or left unattended anywhere. \*Legal Service Pets Are exempt by Law.
- On page 5 of the new rules and regulations add to item 3.3 “wood burning smokers, grills, chimineas and fire tables are prohibited.