

RULES & REGULATIONS



CRESTWOOD VILLAGE

CO-OP FOUR, INC.

JUNE 1, 2014

This 2014 edition of the Rules and Regulations was written to correct, enhance & clarify previous editions.

This makes all previous editions null and void.

**Crestwood Village Four
Board of Trustees**

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RULES AND REGULATIONS

CRESTWOOD VILLAGE CO-OP FOUR, INC.

The following rules and regulations were established by the Board of Trustees pursuant to authority granted under ARTICLE V, Section 4 (d) of the By-Laws. They are intended to promote the general welfare of the community and will ensure the benefits of all the residents. Failure to observe them may result in a "default" as provided for in ARTICLE III, Section 8 (d) of the By-Laws and ARTICLE X of the proprietary lease; or at the option of the trustees, a fine may be assessed if the violation continues after notice and a hearing.

See Page 26 for the Schedule of Fines for Violations

1.0 VEHICLES AND PARKING

1.1 All government statutes, ordinances, and regulations relating to the use and operation of motor vehicles must be observed on Village property. (roads, courts, parking areas, etc).

ALL STOP SIGNS at intersections and speed limit signs must be observed.

1.2 All Vehicles on village property must display current license plates, inspection stickers (where applicable) and be insured in accordance with current NJ Motor Vehicle Laws. All Vehicles not licensed and titled to a Certificate Owner or authorized resident may not remain on village property.

1.3 At no time is "overnight" street parking permitted. Vehicles remaining on the street between 2:00 a.m. and 5:30 a.m. are considered to have been parked "overnight".

1.4 No parking is permitted on the grass. Parking that blocks access to parking areas, parking within ten (10) feet of fire hydrants, parking in turnarounds or blocking driveways is prohibited. Preventing or hindering mail delivery is not permitted. All buildings MUST be kept accessible to police, fire, ambulance and all other emergency vehicles.

1.5 House and boat trailers, campers or other detachable trailers, motor homes, heavy duty, large trucks or vans shall not be parked on streets, courts, driveways or parking areas.

Revised 3/18/15

1.6 Commercial vehicles shall not be parked "overnight" in multiple unit parking areas, in any driveway or in the street. Vehicles remaining on the street between 2:00 a.m. and 5:30 a.m. are considered to have been parked "overnight".

1.7 Each Certificate Owner in a multi-unit building with no garage (Madison, Essex & Windsor), is entitled to one (1) designated parking space. Each of those parking areas is equipped with two (2) guest spots. Certificate Holders with more than one vehicle may apply for permission to park in the clubhouse parking lot. Guests, if no guest spot is available, may park their vehicle(s) overnight at the

clubhouse. A visible note should be left in the windshield of the vehicle listing the owner's name, address where staying and phone number.

Certificate Holders may not use the guest spaces for their second vehicles.

1.7(a) Certificate Owners or guests may not park vehicles in areas designated or reserved for use by other buildings or units.

1.8 Cars must be parked no less than 10 feet from street intersections. At no time shall a car be parked on the street with a car parked directly on the opposite side of the street. All cars, including maintenance vehicles, shall be parked in the direction of the flow of traffic.

1.9 Bicycles, tricycles, mopeds and all other motorized transports are considered "vehicles". All rules and regulations pertaining to the operation of vehicles shall be observed. These vehicles must be equipped with a horn or bell and with head lights and rear lights if used at night.

1.10 Operation of motorcycles on Village streets by Residents and Visitors is permitted provided they are registered and insured and all motor vehicle regulations are adhered to.

1.11 To ensure that all roadways in the Co-op remain designated under state law as "private property", one (1) entrance roadway will be closed to traffic for 24 hours on the first Wednesday of November.

1.12 Vehicles left in an apparently inoperable condition will be considered abandoned and are not to be used for storage purposes. These vehicles will be subject to towing at the owner's expense.

1.13 Vehicle owners are expected to promptly correct any vehicle defect or condition (persistent oil leaks, coolant overflows, dragging mufflers, etc.) which may result in a vehicle damaging streets, parking areas or other village property. Failure to do so may result in fines and/or having the vehicle towed. Any damage to the property will be corrected at the Certificate Owner's expense.

*Vehicles in violation of the above rules may be considered "abandoned" after one (1) written warning is left on the windshield of the vehicle. A copy of the warning will be maintained at the clubhouse. Fines of \$50 or more per incident may be assessed for any violation of the above rules after one (1) written warning and the vehicle may be towed at the owner's expense without further notice.

CRESTWOOD VILLAGE 4

**UNAUTHORIZED, UNREGISTERED &
ABANDONED VEHICLES ON PARKING LOTS,
DRIVEWAYS & ROADS ARE SUBJECT TO
TOWING AT THE OWNER'S EXPENSE.**

--BOARD OF TRUSTEES--

ALL HOUR TOWING

350 EDISON AVE.

JACKSON, NJ 08527

732-364-1115

**RATES \$245 FOR TOWING \$40 A DAY FOR STORAGE
VEHICLE OWNERS WILL PAY ALL FEES & MAKE
ALL ARRANGEMENTS FOR VEHICLE PICKUP**

2.0 BUILDINGS

2. 1 PRIOR WRITTEN APPROVAL is required for any and all construction, addition or alteration to dwelling units. Failure to obtain prior approval may result in a requirement, at the Certificate Owner's expense, to remove any or all non-approved improvements, modifications or additions and may be subject to substantial fines. "Application for Architectural Modification" forms are available in the Clubhouse.

All contractors hired by members are to supply the Co-op Administrative Office with a current Certificate of Insurance and State of NJ Contractor's License PRIOR to the start of work within the village. Minimum Limits: \$300,000 Liability; \$50,000 Property Damage and Worker's Compensation coverage.

Such prior approval includes, but is not limited to:

Installation of new patios, enclosures or roofs to new or existing patios. Patios must be constructed in such a manner as to not obstruct natural drainage, and may not be used for storage purposes. Patio furniture, however, may be kept on the patio year round.

Patios must be cement or interlocking pavers, done professionally and inspected by the Co-op. Tiles are allowed only in fully enclosed patios (not screened patios) Patio blocks are not allowed as they can create a tripping hazard.

Wooden patios or decks are not allowed.

2.2 Electrical A NJ licensed electrician must be used if the dwelling requires new wiring or modifications to existing wiring for installations and uses such as the installation and use of air conditioner units, attic fans, ventilators, electric baseboard heaters, garage door openers and appliances requiring wiring.

Failure to obtain the necessary permits may result in "Exclusion" by our insurance carrier. In that case, the equipment or appliance(s) will be removed at the Certificate Owner's expense.

2.3 WINDOW AIR CONDITIONERS ARE PROHIBITED.

2.4 ENTRANCE DOORS must meet the following criteria:

1. The door must be white or wood grained.
2. The door must be steel, wood or fiberglass.
3. No solid doors or All Glass Doors are permitted. (Solid Glass Storm Doors are acceptable.)
4. You must bring in a picture of what the door looks like with your application for board approval.
5. The resident is responsible for any repairs to the door (broken glass, improper installation, caulking, etc.) If you lock yourself out and the maintenance crew has to break the glass for entry, the repair is your responsibility.

2.5 Other items, conditions, replacements or modifications requiring prior written approval

include but are not limited to:

- 1.** Changes or additions to plumbing, including outside water faucets.
- 2.** Awnings, patio railings and ornamental posts.
- 3.** Front and side door entrance railings.
- 4.** Exterior doors (including garage door), except storm and screen doors.
- 5.** Exterior storm windows and shutters.-all window frames must be white. Colored shutters must be approved. Windows must conform to the original openings, no "Bow" or "Bay" windows are allowed. Windows must have "J" channels.
- 6.** Interior structural alterations.
- 7.** Wells and/or in-ground lawn sprinkler systems.
- 8.** Screens or Louvers in garage door.
- 9.** Concrete and slate walkways and areas around garbage pail receptacles.
- 10.** Satellite dishes.(restrictions on placement see modification form).
- 11.** Tubular skylights.
- 12.** Handicap Access Ramps & Railings

2.6 Damage To Dwelling Units From Alterations Any damage to the dwelling unit (exterior or interior) caused by or resulting from any construction, alteration or addition of any kind or nature, or from the installation and/or use of electrical appliances, or other installation, shall be repaired by the certificate owner or estate at their expense. If the certificate owner or estate fails or refuses to make such repairs within ten (10) calendar days after demand by the Board of Trustees, the Co-op shall have the right to

enter the premises, make the repairs it deems necessary and assess the certificate holder for the costs.

2.7 The Certificate Holders, their successor or their estate shall be responsible for maintenance and repairs on all alterations and improvements, including but not limited to the following: sprinkler systems, windows, garage doors, storm doors, railings, awnings, door canopies, patios and covers, roof exhaust fans, additional concrete walks and additional planting of trees and shrubs.

2.8 GARAGES Garages are primarily for parking vehicles. Storage items should be limited to areas that allow a vehicle to be housed in the garage. For safety reasons, open space and access around the **electrical panel** must be maintained.

3.0 GROUNDS AND GARDENS

Before going ahead with any plantings, Certificate Holders should keep in mind that in a Co-op community such as ours, the common grounds, including all the wooded and grassy areas among our residences, are **community** property, and not the property of the Certificate Holder.

3.1 The common grounds shall not be obstructed, littered, defaced, or misused in any manner.

3.2 The walkways in multi-unit buildings were designed to afford each occupant maximum privacy. Residents are expected to respect the privacy of their neighbors. However, walkways are common grounds and every occupant has the right to use any walkway when necessary for ingress and egress to and from their unit. Walkways, therefore, shall be kept clear at all times for passage.

3.3 Property boundary lines are not to be formed by hedges, shrubs, edging bricks, cinder blocks, railroad ties, fences, or fence-like structures of any kind or nature. No row planting or snow break of any kind is permitted along the curb line.

3.4 Planting shall conform to the "Planting Guide" appendix on page 19.

3.5 Vegetable gardens must be cleaned up at end of season.

3.6 Receptacles, such as metal or plastic garbage cans may not be placed along the outside walls of dwelling units.

3.6(a) Plastic storage bins (Upright or Chest-Type) shall be allowed on outside of unit for the purpose of storing gardening tools or other objects. Bins shall be maintained and clean at all times. Bins are not to be stored in front of unit. Maximum allowable sizes:

Chest-type Bins not to exceed:
43" long, 25" wide, 24" high
Upright Bins not to exceed:
72" high, 32" wide, 21" deep

3.7 When not in use, hoses and electrical cords must be removed from lawns, walkways, driveways, and parking areas.

3.8 Dumping of any material or substance is not permitted in wooded areas. This specifically includes, but is not limited to, garden clippings, household trash, household liquids, motor oil and antifreeze.

3.9 Burning of leaves, papers, rubbish or any other material is not permitted.

3.10 Watering restrictions and schedules, when in effect, must be observed so that adequate water pressure can be maintained for consumption and for the fire hydrants. Restrictions in the use of underground sprinkler systems by the Township or Board of Trustees must be observed.

3.11 Bushes and plants in wooded areas may not be removed. No tree, regardless of location, may be removed without prior approval.

3.12 Responsibility for lawn care and maintenance by the Co-op is limited to liming, fertilizing and grass cutting as provided in the maintenance agreement then in effect.

3.13 Temporary canopies may be erected in the back yards with written board approval. "Application for Architectural Modification" forms must be submitted to the Board and are available in the clubhouse office.

- Temporary canopy may not be larger than 12'x12'
- Structure may stand May 15th to September 15th each year
- Canopy may not be stored outside of your building
- Canopy may be installed on grass or concrete with approval
- Canopy is not allowed in the front of your unit.
- Grass cutters are not required to mow in or around canopies.
- Residents are responsible for all damages to the canopy or to other's property caused by your canopy.
- Six & eight-plex buildings are excluded due to limited space.

4.0 PETS and ANIMALS

We are subject to the "Dog Control Chapters 101-1 thru 21" of the Township of Manchester.

4.1 Each unit may keep one (1) domestic pet, i.e. dog or cat.

4.2 Pets may not run free at any time. They must at all time be on leashes when out of doors. The maximum length of a leash shall be six (6) feet, and must be hand-held.

4.3 CURB YOUR DOG when walking your pet on the roadways in our Village. Pets shall not be walked in wooded areas adjacent to or between buildings or on **common grounds.**

Allowing the dog to defecate on common grounds is subject to fines set by the Township of Manchester.

4.4 Pets shall not be housed in crawl spaces. No dwelling unit shall be used as a kennel or pet storage area.

4.5 Unattended pets shall not be tied up outside of the dwelling.

4.6 All solid waste must be picked up immediately. This material may not be disposed of in street basins or in other resident's garbage pails.

4.7 All State and local laws and ordinances pertaining to domestic animals (licensing, shots, care, etc.) must be observed.

4.8 Food is not to be distributed, left for or given to stray, feral or loose animals. Bird feeders are permitted so long as they do not impede walkways or the ability to mow lawns, remove snow or provide other services. Setting traps of any type outdoors is prohibited.

4.9 Pets are not allowed in the clubhouse, with the exception of registered service dogs.

5.0 CHILDREN AND GUESTS

Visiting children may not run or play around the grounds of any dwelling other than the unit they are visiting.

5.1 Children are permitted in the Village Clubhouse only when accompanied by an authorized adult resident.

5.2 Length of stay of children shall be limited to fourteen (14) days for each 90 day period.

5.3 Guests using our amenities must be accompanied by an authorized resident. (bocce & shuffleboard courts, picnic grounds, library, pool tables, etc).

5.4 All guests must comply with all applicable Rules and Regulations herein. Certificate Holders will be held responsible for any fines resulting from violations of these rules by their guests or wards (Anyone in their care, custody or control).

6.0 GENERAL

6.1 Certificate Holders shall not use their premises, or conduct themselves in such a manner as to constitute a nuisance or disturb other members or interfere with other resident's quiet enjoyment of their premises.

6.2 The Certificate Holder shall be liable for any and all damage to village property caused by the actions of the Certificate Holder, their guests or wards (anyone in their care, custody or control).

6.3 Damage to television cable within the common grounds caused by a Certificate Holder, their guests or wards shall be the member's financial

responsibility. Damage from other sources shall be the responsibility of the cable company.

6.4(a) Tool sheds, washing lines, brick BBQs and similar outdoor structures are prohibited. Wash or airing lines, however, may be installed in attics or garages. Garage doors must be closed enough so that the wash and line are not visible from the street.

6.4(b) Blankets, bedding, pillows and personal apparel may not be aired or dried in the open.

6.5 Gasoline, kerosene, paints, rags or other highly flammable materials may only be stored in approved Underwriter's Laboratory containers with U.L. label affixed. The use of kerosene and propane heaters is expressly forbidden.

6.6 No solicitors or peddlers of any type are allowed to operate in the village. Certificate Holders are urged to report such activity to the clubhouse immediately.

6.7 After 11:00 p.m., television sets, VCRs, DVDs, stereos, radios and similar audio and video devices must have their volume down to a level that does not disturb neighbors.

6.8 The use of power tools, lawn mowers, or any excessive work-related noises shall not be allowed before 8:00 am nor after 8:00 pm. This rule does not apply in emergencies, to utility work crews, snow clearing operations or garbage collection.

6.9 The crawl space under the dwellings shall not be used for storage purposes. Vents in the roof overhangs must be kept open to reduce condensation.

6.10 Interior signs that are visible from the outside of the unit are not permitted. Only a small, unlighted sign depicting the name of the unit occupant is permitted on or adjacent to the building. Signs, posters, notices, etc., may not be posted on trees, utility poles or mail boxes.

6.10(a) Signs are permitted for open houses only, with prior permission from the Board of Trustees.

6.11 Commercial business may not be conducted from any dwelling unit.

6.12 All clubhouse equipment is the property of the Co-op, with the exception of equipment purchased by individual clubs and activity groups.

6.13 Sprinkler heads, solar lights or lawn decorations which become damaged or are in need of replacement are the sole financial responsibility of the Certificate Holder.

6.14 Garbage and other waste material may not be placed alongside the garbage pail except on the **EVENING** preceding the collection date (This includes recyclables.) Trash may, of course, be deposited in the garbage pail at any time. Residents are expected to fully comply with local recycling

ordinances and procedures. All items not picked up are to be removed from the curb by nightfall.

6.15 Units may **not** be rented, made available for, or occupied exclusively by non-Certificate Holders.

6.16 All residents are responsible to remove outside holiday decorations within 30 days of the holiday, providing weather permits the dismantling of such decorations.

7.0 PLANTING GUIDE One of the attractions of our Village is the large area between our homes and also the population of natural woods. The purpose of the following rules is to provide residents with a reasonable degree of personal freedom relating to gardening activities on the common grounds around their residences, and balance that freedom with the access requirements needed to maintain the village property (mowing, snow removal, etc.), and with State and Township laws regarding the wooded areas in our community.

Before going ahead with any plantings, Certificate Holders should keep in mind that in a Co-op community such as ours, the common grounds, including all the wooded and grassy areas among our residences, are **community** property, and not the property of the Certificate Holder.

If you are in doubt about whether or not your planting will be consistent with these rules, residents are urged to submit a Planting Proposal which includes a diagram of the proposed planting. All

bushes and flowers are the responsibility of the resident and are of no cost or responsibility to the Co-op. Trimming of bushes by the Co-op is chargeable.

Important note: Residents are not to remove any bushes, plants or trees or brush from the wooded areas of the community in order to clear the ground for plantings. Residents who ignore this Rule are subject to fine and the cost of replacement.

The following are rules and guidelines for plantings that residents may undertake, and that we fully encourage, without filing a Planting Proposal.

7.1 Foundation Plantings "Foundation Plantings" are plantings of bushes and/or flowers within the three (3) foot wide area between the foundation of a building and a walkway. Individual bushes or flowers that are planted within a three (3) foot wide area from the foundation where there is no walkway may also be considered to be foundation plantings. Decorative borders no more than 12" in height are permitted around foundation plantings.

Stones or mulch may be used for foundation plantings.

Care must be taken to ensure that water (from rain or watering) runs away from the foundation and that it does not seep into the foundation crawl space.

To avoid damage to the siding of building all bushes, shrubs, etc. must be kept trimmed so that their branches are at least twelve (12) inches away from the building. No planting of any kind, such as trellises, vines or flowers (e.g. climbing roses) is allowed to be attached to the building. Any damage to the siding from any such plants will be responsibility of the tenant.

7.2 Planting Areas/Groups Plants on the common grounds may be “grouped” as follows. Groups must be at least ten (10) feet apart.

A “Group” may be a single plant or shrub, or a cluster of plants that is arranged in a **defined area** up to 100 square feet in area. Larger contemplated plantings require a Planting Proposal and Diagram for approval.

A “Group” may be developed around existing trees. There will be no grass cutting or other maintenance performed within a planting group. Maintenance of any such groups will be the responsibility of the resident. Decorative Borders measuring twelve (12) inches in height or less may be used to outline planting group areas.

Vegetable gardens are allowed as a “Group”. Thin wire fences only are allowed here to protect the garden from critters who might feast on your vegetables. The gardens must be cleaned up at the end of the growing season and the fences removed.

7.3 PLANTING NO-NO'S

1.1 It is prohibited to plant in such a manner as to create a **"visual property line"** or give a fence-like or partition appearance.

1.2 Stones or mulch alone are prohibited as free standing planting areas, except for those around single trees.

1.3 Corner Property – Plants, shrubs, trees, etc. which obstruct the view of motorists or create a hazard are prohibited.

1.4 Plastic Flowers – The overuse of plastic flowers or shrubs in plantings is strongly discouraged. **Plastic flowers are limited to only November through April.**

1.5 Bamboo plants of any species are prohibited.

Plantings that do not conform to these Rules are subject to removal at the cost of the resident.

7.4 Drainage Considerations It is very important that proper drainage of rain water be maintained at all times. It is therefore prohibited to obstruct or in any way alter the flow of ground water on any portion of village property. If you are uncertain as to whether a contemplated plant grouping might be in conflict with this rule, please contact the Co-op office to arrange a site inspection.

7.5 UNDERGROUND CABLES Many underground utility cables carry high voltage. Should one of these cables be cut, serious injuries could result. If any deep planting is contemplated, contact our maintenance area, the electric, telephone and cable companies prior to digging. Extreme care should also be exercised while gardening near the electric meters attached to the building as those cables can be quite shallow.

7.6 SNOW REMOVAL When snowfall exceeds 3 inches the Co-op will remove snow as follows:

1. Where there is a garage, only the driveway will be cleared.
2. Where there is no garage, the walkways will be cleared.
3. All parking areas will be cleared. Cars **MUST** be removed from the driveway for this to be accomplished.
4. Mailboxes and garbage receptacles will be cleared.

SHOVELING SNOW INTO THE STREET IS PROHIBITED. Shovel snow onto the lawn areas.

Please be patient! This is a HUGE, time-consuming job. Our crews and contactors work as fast as safety considerations will allow. Should you be experiencing a **MEDICAL EMERGENCY** call the Clubhouse **after** summoning medical assistance.

8.0 TREES All tree and stump maintenance and removal work must be done by either an approved contractor who has filed proof of current liability insurance with the Co-op or by the Co-op staff.

Village Four does not remove LIVE trees unless they are deemed to represent a hazard to residents or buildings. No tree - dead or alive - Resident's or Co-op's - is to be removed without permission of the Trustees. A substantial fine will be imposed for removal of ANY tree by a resident without prior written permission of the Board.

8.1 Maintenance/Removal-Co-op Responsibility

As a general rule the Co-op is responsible for trees that are native to our area. Examples of these are but not limited to:

American Elm	Eastern Red Cedar
Easter White Pine	Pin Oak
Virginia Pine	Gray Birch
Pitch Pine	White Ash

8.2 Maintenance/Removal - Certificate Holder's Responsibility

Residents are responsible for all trees the resident and/or previous residents have planted. This includes, but is not limited to the following:

- Flowering trees such as Dogwood, Cherry, Pear, etc.
- Blue Spruce
- Most Maple Trees
- Decorative Trees

If residents are unsure of which trees near their building are their responsibility they may contact the clubhouse for an inspection.

Tree stumps of **all** trees that are removed from the common areas of the Co-op must be ground down to at least **six (6) inches** below the surrounding ground/grass level.

Maintenance of trees includes any fertilization, trimming or topping, treatments for insects and diseases, removal of dead branches, etc.

8.3 Tree Debris The resident is responsible for cleanup of tree debris. Do not put branches bags of leaves at the curb unless there is a scheduled pick-up from the Township. Our maintenance department will remove debris for a fee. Call for an estimate and put in a work order before bringing debris to the curb.

8.4 Wooded Areas Residents are not allowed to remove any debris, such as downed limbs, sticks, trees or bushes from **within** any of the wooded areas interspersed among our buildings.

8.5 Tree Hazards The Co-op recognizes that unhealthy trees, or branches that are dead and dangling, may represent a hazard. If a tree hazard is reported to the Clubhouse and confirmed by our inspectors, the Co-op reserves the right to remove any such hazard and to charge the Resident's Account should that Resident be the party responsible for the particular tree.

8.6 Reimbursement Under **NO** circumstances will the Co-op reimburse the Certificate Holder for out-of-pocket expenses a resident incurs for any tree work that the resident contracts to a 3rd party - unless the Trustees have made a commitment for reimbursement of a specific amount in writing to the Certificate Holder in advance of work being performed.

It is a good idea for our Residents to contact the clubhouse first for the current charges that our maintenance staff applies for stump removal and/or tree maintenance or removal.

9.0 Schedule of Fines

For most violations of the rules and Regulations, the following fines will apply:

After 30 days of receiving a letter or notice in writing, a \$25.00 per day fine will be imposed.
After 60 days a second letter or written notice will be sent and a \$35.00 per day fine will be imposed.
After 90 days a third letter or written notice will be sent and a \$50.00 per day fine will be imposed and the account will be sent to our attorney for collection and/or revocation of the Certificate.

The Above fines are subject to change at any time with a written notice to the Certificate Holders.

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**Crestwood Village
Co-op Four, INC.**

15-E Moccasin Drive
Whiting, NJ 08759

Phone 732-350-0230
Fax 732-350-6930