

These 53 Revised and Trustee Approved Rules and Regulations replace any and all former Rules and Regulations.

**RULES AND REGULATIONS
OF
CRESTWOOD VILLAGE CO-OP, INC.
(As Amended 01/01/2022)**

1. NO parking at any time in front of **Mail Boxes, Fire Hydrants, Sidewalks or On the Grass**. On street parking is permitted overnight on Village Streets and Courts except during the time of an impending snowstorm. (See Snow Policy – Rule 9)
2. All properties shall be accessible at all times to fire and ambulance equipment.
3. Speed limit in the Village is twenty (20) miles per hour. All **STOP** signs at intersections **MUST** be observed.
4. House and boat trailers and other detachable trailers or motor homes shall not be parked on any Co-op property, street, court or driveway, except during limited period for loading and unloading purposes not to exceed 4 hours.
5. All vehicles must be current in registration and inspection. No unregistered or inoperable motor vehicle shall be stored in any designated parking area or elsewhere within Crestwood Village 1. Any unregistered, inoperable, abandoned, illegally parked, having past due inspection stickers, or without valid license plates will be towed at the owner's expense.
6. Cars must be parked head-on in unit parking areas to eliminate the possibility of exhaust fumes entering the apartments. No repair or maintenance of any type of motorized vehicles is allowed to take place in the parking area, street or any other place in the Village.
7. Each Quad member holder is entitled to a parking space. Vehicles parked in tandem in parking spaces must not extend beyond this designated parking space. When space is unoccupied it is still reserved for his or her use and shall not be used by another resident, guest or visitor, unless permission has been given **IN WRITING** to do so. This is very important to eliminate any misunderstanding. No resident can give any other resident permission to use a guest spot as **GUEST SPOTS ARE FOR VISITORS IN THAT BUILDING ONLY**. You may park legally on the street while following Rule #1. If you have visitors, please advise them that if they have parked in a space other than those designated for GUESTS AT YOUR BUILDING, they must move their car to parking on the street OR you will be fined.
8. Bicycles and tricycles are considered vehicles and must travel on Village Streets the same as automobiles, observing **STOP** signs, and travel on the right hand side of the road. They must be equipped with head lights and rear lights for night riding.

Snow Removal Policy Rule 9

- 9(a). No on street or on grass parking is permitted. Move cars to Clubhouse parking lot at notice of an impending storm. Any vehicle left on the Village streets during a storm will constitute a \$100 fine. Failure to comply with any of the above can result in the vehicle being towed.
- 9(b). Roads will be cleared as soon as 3" of snow has fallen regardless of the time of day.
- 9(c). After all roads are passable, the Maintenance Dept. will start clearing driveways and sidewalks.
- 9(d). Duplex driveways will be cleared and should be considered as sidewalks.
- 9(e). Quads will be cleared by pushing snow forward or to the side, depending on the position of the unit.
- 9(f). Sidewalks will be cleared in Quads following cleanup of parking lot.
- 9(g). It is advisable for each resident to stock their pantry with enough emergency food so that you will not have to venture out in bad weather.
- 9(h). Keep a bag of Ice Melt on hand for sidewalks and steps. It is the resident's responsibility to treat their own sidewalks and steps with Ice Melt.
- 9(i). Removal of snow less than three (3) inches, freezing of melted snow and ice upon the sidewalks and driveways are the responsibility of the individual members. Ice Melt is available for purchase in the Maintenance Office.
- 9(j). For those residents who are employed, your employment **will not** entitle you to priority snow clearing. We ask that all residents exercise patience and understanding. Please do not call the Maintenance Dept. to request individual attention.
- 9(k). Special consideration for priority clearing will only be granted for medical appointments and outpatient treatments. You will be required to furnish a doctor's note, phone number, and time of appointment. Your appointment and the doctor's availability will be verified before any priority snow clearing is authorized.

10. NO property boundary lines are to be formed by shrubs, hedges, bricks, cinder blocks or fences of any type. The cutting of lawns is hampered by these would-be boundary lines, thereby increasing the lawn cutting costs. Patios may have privacy fences not to exceed 48" in height and cannot interfere with sidewalk or access to the building. Gates are permitted with latches only. Locks are not permitted. Permission for any tree planting or removal must be obtained from the Trustees before being done. Residents are responsible for keeping trees and shrubs from becoming safety hazards. Shrubs cannot be any higher than the windowsill and must be maintained 12" from the building. They must not block the line of vision from intersections or driveways. If after 10 days the hazard continues, the Trustees shall cause the condition to be corrected and charge the resident for said correction.

11. A small garden a maximum of 8' by 10' or 80 sq. ft. is permitted. Permission requests form must be submitted and authorized by the Trustees. It must be in a location that does not become unsightly to surrounding areas and be 12" away from the building and no higher than the windowsill. The location must first be approved by either a Trustee or a Maintenance Manager.

12. The raking of leaves, removal of twigs, branches and other debris which gather on the walkways, driveways and parking areas are the responsibility of the member. It is also the member's responsibility to keep the outside of their units neat and tidy.

13. Receptacles such as metal or plastic garbage or recycling containers are not permitted to stand along the outside wall of a building. Sheds are allowed with written consent from the Board of Trustees. The shed is to be located against the building a maximum of 48" width x 22" depth x 70" height. A Sample is on display outside of the Maintenance Building. It is the resident's responsibility to maintain the outside of the building in a clean and presentable condition.

14. Dumping of grass clippings or trash is **NOT** permitted in wooded areas. Garbage, trash and recycling pick-ups will be as regulated by the Board of Trustees. Remember, leaves, needles and pine cones must be placed in **BIODEGRADABLE PAPER BAGS ONLY**. These bags are available at our maintenance department or local stores.

15. 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. Grass cutters will not move furniture, decorations, etc. and these areas of the lawn will not be cut.

16. Burning of papers or rubbish of any kind is not permitted. Fire pits and Chimeneas are forbidden. A compost pile of any kind is also **NOT** permitted.

17. All outdoor grills must be 10' from the building when in use. Charcoal grills are never permitted.

18. Wash or airing lines are not permitted in the open. They may be installed in the attic or garage. When in use in the garage, the garage door must be closed enough so that the wash is not visible from the street. Blankets, pillows or wearing apparel are **NOT** to be aired in the open.

19. Gasoline, gasoline containers, propane tanks, paint rags or other flammable materials are not permitted to be stored in the garage, porch, closets, attics, utility rooms or crawl spaces.

20. Patios no larger than 12' x 15' or 180 sq. ft. are permitted and must not obstruct natural drainage. They may be screen enclosed with written permission from the Board of Trustees. Three (3) Season rooms are permitted with permission from the Board of Trustees as well as a permit from Manchester Township where applicable. Enclosed patios are not permitted in the front of a building.

Unit Upgrades – Rule 21

21a. Interior structural changes, such as installing a door, removing a partition or wall, changes to electrical wiring or plumbing, etc., require approval from the Board of Trustees. These changes, if not done properly, can cause structural damage to the building, fire hazards in the case of improper electrical work and health hazards in the case of improper plumbing repairs/installations. The member indemnifies and hold the Co-op harmless for any injuries or damages caused by changes they make or that are made at their request by another party. The members certificate may incur a lien for all unpaid

damages or losses caused by such construction. Before starting any construction, repairs or changes, the member must submit a letter of request and the Trustees office must receive a Certificate of Insurance from all contractors for all work which is performed within the Co-op. This certificate must include general liability, auto insurance, workers compensation, employer's liability, and show that Crestwood Village Co-op, Inc. is an additional insured for all work performed in the Village by said contractor. This certificate will be reviewed, then approved or declined by the Trustees office. If approval is given, the Association is not approving, guaranteeing, or endorsing the contractor. We are strictly verifying that the contractor has met our insurance guidelines. If not approved by the Board of Trustees, it must be returned to the original condition when the unit is sold. **No modifications are allowed which would change the original intent of the model.**

21b. If you wish to replace any exterior door, such as Entrance, Storm, Screen, or Garage Doors, you must submit a Permission Request Form to the Trustees Office. As of February 1, 2021, the color white is the only acceptable color for any and all exterior doors. If you already have a door of color, as of the above date, it was grandfathered in. A list of these existing colored doors is currently at the Maintenance Department and Trustees Office. Any future replacement of these door must also be white.

21c. No Bow or Bay windows or any type of Greenhouse is permitted. All new or replacement awnings must be approved by the Board of Trustees

22. Roll-offs, dumpsters, or Pods are allowed for 3 days after approval from the Board of Trustees. Driveways must be protected with shoring material. Any damage caused by the abovementioned, shall be the responsibility of the Certificate Holder.

23. Commercial vehicles must not park overnight on any parking area, street, driveway or court without permission from the Board of Trustees.

24a. Absolutely **NO** commercial or private business is to be conducted from any unit without the written consent of the Trustees.

24b. No peddlers or solicitors of any kind are allowed in the Village. Any peddler or solicitor must be reported immediately to the Trustees.

25a. TV's, audio systems and radios must be turned low after 10:30 p.m. No radio transmitting equipment shall be installed or operated in the Village. Satellite dishes are permitted with the approval of the Board of Trustees. On the day of installation, the Maintenance Department must approve the location. Maintenance of the satellite dish is the responsibility of the member and must be removed upon sale of the unit. You must contact our Maintenance Department to do necessary repairs at the Certificate Holder's expense.

25b. Construction is only permitted to take place Monday – Saturday between the hours of 7:00 am and 7:00 pm. There will be no construction done on Sunday except during an emergency.

26. Residents shall not install any air-conditioning or heating equipment in any dwelling unit without prior written consent of the Trustees. Failure to adhere to this rule may result in exclusion by our Insurance Company and will lead to the removal of such equipment at the expense of the resident. Member is responsible for any damages, injuries or costs caused by their installation, if approved. **Approved models of room air conditioners must be permanently and properly installed through**

the wall and not in the window opening. Permits from Manchester Township must be obtained for central-air installation.

27. One domestic pet may be kept in a unit. Dogs and cats may not run free at any time, even after dark. They must be walked on a hand held leash at all times when outdoors, and not left unattended. Droppings on any Co-op property must be cleaned up immediately by the owner or guardian and deposit said bags in their own garbage receptacle, not another resident's garbage receptacle.

28. Dog barking or pet noise constitutes a nuisance. If you are unable to control your pet, you will be asked to take proper measures to correct the problem. If this continues, you may be assessed a fine.

29. No animal may not be housed in crawl spaces or outside.

30. Dogs and cats are not permitted on the golf course, in the Clubhouse, on grounds surrounding the Clubhouse, on any recreational area, or any other posted area.

31. No unit may be used as a kennel for housing pets.

32. The feeding of any wild animals including any wild water fowl, such as Canadian Geese is strictly forbidden. All food attracts pest and vermin which can do considerable damage to our roofs and crawl spaces creating unnecessary expense. As empowered under Article V, Section 4J of the Bylaws, Trustees will assess a fine of \$50.00 for the first violation and up to \$500.00 for succeeding violations of any Pet Policy Rules 27 - 32.

33. Children are not permitted to run around the grounds of any unit other than where they are visiting, or allowed to ride bicycles or tricycles across lawns. They shall not jump on garbage can covers or tamper with the mailboxes.

34. No baseball, stickball, skateboards or other games may be played on Village streets. No adult guest or children are allowed on the golf course unless accompanied by a member of the Co-op.

35. Children are not permitted in the Clubhouse unless accompanied by a resident. Children must be accompanied by an adult when walking around the shores of Village lakes.

36. All indoor and outdoor Clubhouse equipment is the property of Crestwood Village Co-op, Inc., except equipment purchased by the individual clubs, and should be used with care.

37. **The gym is for the exclusive use of members only.** All equipment must be properly wiped down after use.

38a. No more than three (3) people may live in any one unit, at least one of whom shall be a Member of the Co-op, and all of whom shall be over the age of eighteen (18) years of age. **NO ONE CAN LIVE IN A UNIT WITHOUT A CERTIFICATE HOLDER PRESENT (Article III, Section 2 of the By-laws)** Any overnight guest shall be permitted without the consent of the Board of Trustees.

38b. Children under the age of 18 may not stay for more than fourteen (14) days. After fourteen (14) days they must wait ninety (90) days before being allowed to stay for another fourteen (14) days.

39. No signs of any type may be exhibited in any building or on any land within the Co-op except as installed at the request of the Board of Trustees. Political signs may be up for a limited time. A maximum of one (1) sign only may be displayed per unit. It must not exceed 18" X 24", must be within 6' of building, cannot obstruct sidewalks, may be displayed ten (10) days prior to election date and must be removed the day after the election.

40. **HANDICAP PROVISIONS:** Upon request, the Board of Trustees will consider and authorize reasonable modification of existing premises, both interior and exterior occupied or to be occupied by handicapped persons to afford such persons full enjoyment thereof. All such modifications shall be at the expense of the handicapped persons and must be returned to their original state upon the termination of need or sale of the unit. "Handicapped" means a physical or mental impairment which substantially limits one or more major life activities.

41. There shall be no individual Estate or Garage Sales without written request to be approved by the Board of Trustees. This request must include the name and address of the sales agency, if any, that is conducting the sale. No items are to be displayed outside the unit. **NO ITEMS OTHER THAN THE CONTENTS OF THE BUILDING ARE TO BE OFFERED FOR SALE.**

42. The Village sponsored garage sales will require a registration fee (to be used for advertising, signs etc). Members may display goods on their driveway (Quads may display goods in their parking space). All members may display goods on lawns during the hours of the sale. Hours shall be from 9:00am-2:00pm on sale days as specified by the Trustees and as announced in the monthly Newsletter and posted on the bulletin boards at the clubhouse. All merchandise must be removed from all outside areas and returned to your home or garage immediately after 2:00pm (the end of sale hours)

43. Planned absence from dwelling units for a period greater than two consecutive months shall require the following:

- a. Notification in writing to the Board of Trustees and/or the District Representative.
- b. Drainage of all water systems. Unit must be winterized from October 15th to April 15th. This service must be performed by our Maintenance Department for a nominal fee.
- c. Notify Trustees Office of address and telephone number where member can be reached during period of absence.
- d. Redirect delivery of mail and newspapers.
- e. Member is responsible for any damages, injuries or extra expenses at his/her unit during its vacancy.

44. **PRACTICE AND PROCEDURE ADOPTED BY THE BOARD OF TRUSTEES WITH RESPECT TO RESALE OF MEMBERSHIP CERTIFICATES.**

a. **NOTICE OF INTENT TO SELL**

Notice of Intent to Sell, (on the prescribed form), must be given to the Co-op **prior** to any private sale or Sales Agency Listing. Reply by the Co-op will be made within seven (7) working days of notice by seller. Time will be required to make an inspection of the premises to determine its condition. Certain repairs and/or refurbishment may be required to obtain a certificate of occupancy from Manchester Township. The Co-op will not be responsible for appliance or major system defects or repairs. A determination will be made as to whether the repairs, if any, must be made prior to or during the listing period. Form of Notice

of Intent to Sell is available at the Trustees Office. Any inspections done by or on behalf of the Co-op are expressly for the use of the Co-op and should not be relied upon by any member or used in any way. The Co-op is not responsible for said inspections and members are encouraged to utilize their own inspectors. The Co-op does not certify that the unit meets the members specific needs.

b. LISTING WITH SALES AGENCY

Only after the Notice of Intent to Sell has been made to the Co-Op and its approval has been confirmed may the Membership Certificate be authorized for sale. That means that no Listing Agreement may be made nor can any Sales Agency accept a listing until such approval has been obtained. Also, arrangements must be made by the seller to undertake and complete the repairs as may be required by the Co-Op. If the Co-Op authorizes the repairs to be made after closing, the cost shall be paid out of proceeds of sale. Occupancy cannot take place until repairs are completed and a Certificate of Occupancy is obtained. Lock boxes are allowed with the permission of member. **No signs permitted with the exception of DURING an open house.**

c. DOCUMENTS REQUIRED AT SALE

The Certificate of Occupancy (CO), the Membership Certificate and Proprietary Lease endorsed for transfer are required as long as the sale is unencumbered. In the instance of an Estate of a deceased member, other required documents would include:

- a. Death Certificate (with raised seal)
- b. Surrogate's Certificate confirming appointment of the personal representative of the Estate
- c. Copy of Will
- d. Tax Waiver (if applicable)

In the instances of incompetency, court papers confirming the Appointment of Guardian as well as Court Approval of Sale must be obtained.

d. CLOSING

The Closing itself will be administered by the Co-Op. No date will be set unless all documentation set forth above has been previously received. No date will be set assuming the documentation will be delivered at closing.

VARIOUS CHARGES: Hereinafter set forth are various charges for replacement of documents and special procedures:

1. Replacement of lost Membership Certificate - \$25.00
2. The fee for rescheduling of closing by Buyer, Seller or the Sales Agency is \$25.00 If the closing is within 24 hours the fee is \$100.00
3. Administrative Fee for resales and transfers - \$300.00 from each the buyer and seller.
4. Membership Fee - \$1,500.00 due from the buyer.

- a. Application/credit check - \$100 per applicant

WALK THROUGH – Sellers are required to have the unit emptied and broom swept prior to the final walk through unless prior arrangements have been made by the Buyer. Units not emptied prior to closing will be cleaned out by our Maintenance Department and charged accordingly. It must be done before closing so that recently discovered problems can be eliminated. Units are sold “as is”. Buyer assumes all responsibility upon execution of purchase documents.

EARLY ENTRY will be authorized upon application to the Board of Trustees for the purpose of making repairs and moving in furniture. This is contingent on seller’s permission and appropriate insurance. The premises may not be inhabited until after closing.

CO-OPERATIVE CONCEPT: Realtors MUST advise Buyers of the concept of co-operatives and that the Membership Certificate cannot be mortgaged.

CHECKS REQUIRED: All checks required at closing will be supplied by the Buyer. Their number and amount will be determined in advance by the Co-Op. They will include the sales commission owed by the Seller, if any, and the Co-Op 3% Capital Depreciation Fee. Both Seller and Buyer should bring several personal checks for adjustments on maintenance fees, water and sewer charges, outstanding repair bills, etc. as may be required.

e. TRANSFER DUE TO THE DEATH OF A MEMBER

In the event of the death of a member, or one of several joint owner(s), the Membership Certificate must be transferred to the heir at law or surviving joint owner(s). Pursuant to Article III, Section 9(b), the Administrative Office of the Co-Op must be notified of such death within thirty (30) days and the Membership Certificate must be transferred within six (6) months thereafter.

To accomplish a transfer of membership in this event, the following documents and other information will have to be delivered to the Co-Op Office:

1. Membership Certificate of deceased member.
2. Death Certificate of deceased member.
3. Transfer Inheritance Tax Waiver for the dwelling unit.
4. Copy of the member’s Will and Surrogate’s Certificate in the event that the Membership Certificate has been devised to an heir at law. This would not be the case upon the death of one of several joint owner(s).

f. SUGGESTIONS WITH RESPECT TO PRIOR INSTRUCTIONS TO FAMILY MEMBERS

The Board of Trustees strongly urges each member to advise his/her family members with respect to the location of their important papers as outlined above.

In the event there is a Will or Power of Attorney, a family member should be advised as to where these documents can be located. If your Executor/Executrix is someone other than a family member, the name and address should be made available.

Another important item is the name and address of your attorney if you have one. Many times the attorney is not familiar with how a Co-Op is managed and are involved with the sale of a Co-Op. In this case there must be complete compliance between the attorney and the Board of Trustees.

g. HOLD-OVER OCCUPANT

On the occasion of the death of the Owner of a Membership Certificate of the Co-Op, a current occupant thereof would have a ninety (90) day period of time to arrange his or her relocation. An additional ninety (90) day period would be available if the current occupant was also the personal representative of the estate. This rule would apply regardless of the relationship of the occupant to the owner or the age of the occupant. Special provisions are provided in the Bylaws dealing with the rights of a surviving spouse who may be underage.

45. All changes to a Membership Certificate must be Board approved. The fee to change a membership certificate shall be \$300.00 with the exception of death of a spouse where there is no charge.

46. The Maintenance Department is responsible for grass cutting and leaf pick-up during the appropriate seasons.

47. The Trustees will, from time to time, issue regulations as to the use or schedule of buses. Please adhere to these regulations.

48. No food or drink permitted on bus at any time, positively no alcoholic beverages.

49. Open meetings shall be held on the fourth Thursday of each month. Residents will be notified in advance if for any reason a meeting will not be scheduled. These meetings are open to all members of the Co-op and their spouses even if they are not members. An agenda shall be posted on the bulletin board outside the administrative office prior to the meeting.

50. Members may join recognized clubs of Crestwood Village Co-op, Inc. All clubs must consist of four (4) officers: President, Vice President, Secretary and Treasurer. All clubs must submit monthly financial reports. Checking accounts for all clubs must require two (2) signatures.

51. No one who is a resident of Crestwood Village 1 shall be considered for full time or part time employment by Crestwood Village Co-op, Inc.

52. Late fees will be charged as follows:

Monthly Carrying Charge – After the 10th of the month, \$15.00 will be assessed. After 30 days, \$30.00 will be assessed. After 60 days, your account will be turned over to collections and legal fees will be charged.

Repair Bills (After 30 days from the date on the invoice) –

\$50.00 balance or less -	\$5.00 per late month
\$50.01 - \$100.00	\$10.00 per late month
\$100.01 - \$500.00	\$20.00 per late month
\$500.01 and up	\$25.00 per late month

53. Any other infractions of the Bylaws or Rules and Regulations may also incur fines.

These rules and regulations in no way counteract the conditions as set forth in the By-laws. Rather, they tend to clarify and spell out the intentions of the By-laws. The authority of the Trustees to issue these Rules and Regulations is set forth in the By-laws, Article 5, Section 4(c).

The Board of Trustees reserves the right to make decisions and judgments not contained in the current Rules & Regulations as presented.

The By-laws of Crestwood Village Co-op, Inc. gives the Board of Trustees the right to interpret or make changes to the current Rules & Regulations.