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This Resolution Shall Govern And Remain In The Chain Of Title To That Property Conveyed From Crestwood Village, Inc. To Crestwood Village Co-Op, Inc. By Indenture Dated June 1, 1965 Received And Recorded In The Ocean County Clerk's Office In Deed Book 2501, Page 446 et seq. And That Property Conveyed From Sunny Pine Contracting Corporation, Kwik Associates And Crestwood Village, Inc. To Crestwood Village Co-Op, Inc. By Deed Dated June 21, 1974 Received And Recorded In The Ocean County Clerk's Office In Deed Book 3411, Page 392 et seq. And Such Property Also Identified On The Manchester Township Tax Map As Block 90, Lots 10, 12, 13 and 16; Block 97, Lot 3; and Block 17, Lot 98

**RESOLUTION OF CRESTWOOD VILLAGE CO-OP, INC. FOR RULES AND REGULATIONS REGARDING CONDUCT OF MEMBERS AND THEIR GUESTS**

**WHEREAS**, Crestwood Village Co-Op, Inc. (hereinafter referred to as "CV1") is a New Jersey not for profit corporation which was formed to administer, manage and preserve the age restricted community known as CV1; and

**WHEREAS**, the CV1 Board of Trustees hereby declare that all the properties subject to the CV1 Certificate Of Incorporation, and all amendments thereto, shall be subject to this Resolution; and

**WHEREAS**, CV1 adopted By-Laws which have from time to time thereafter been amended (the original By-Laws as revised by all amendments thereto will hereinafter collectively be referred to as the "By-Laws");

**WHEREAS**, Article V, Section 4, of the By-Laws, in pertinent part, provides as follows:

The Board of Trustees shall have the full and complete authority to administer all of the affairs of the Co-Op and engage in any acts in order to implement the administration thereof, subject only to the provisions of these By-Laws and to law. The powers of the Board of Trustees shall include but not be limited to the following:

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- (c) To promulgate such rules and regulations pertaining to the use and occupancy of the premises as may be deemed proper and which are not inconsistent with these By-Laws;

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- (j) To establish reasonable fines commensurate with the seriousness of the offense for violation of the Co-Op Bylaws and its Rules and Regulations. Those fines shall be in addition to or in lieu of forfeiture appearing in Article III, Section 9 (e) [of these Bylaws] at the discretion of the Board of Trustees. Any such fine shall become immediately payable and constitute a lien upon the Membership Certificate to insure their payment. The creation of such fines shall be promulgated to the membership prior to their enforcement. Fines shall range from \$50.00 for a first violation to additional fines up to a maximum of \$500.00.

**WHEREAS**, this Resolution was duly introduced and was thereafter adopted by CV1 at a regular scheduled general meeting on June 12, 2023, by a majority vote of the CV1 Board of Trustees present and eligible to vote on this matter.

**NOW THEREFORE**, on this 18<sup>th</sup> day of September, 2023, that the following Rules And Regulations be adopted and observed by all CV1 members and guests as follows:

1. Only the business of CV1 is to be discussed at the open meetings of the CV1 Board of Trustees and discussion about the personal business, personal affairs and

personal circumstances of any CV1 member, surviving spouse of a deceased member, surviving domestic partner of a deceased member, occupant of a CV1 dwelling unit, or visitor or guest or employee or contractor or representative of a CV1 member, which constitutes abusive, offensive or harassing language or conduct is prohibited.

2. No abusive, offensive or harassing language or conduct is permitted by any CV 1 member, surviving spouse of a deceased member, surviving domestic partner of a deceased member, occupant of a CV1 dwelling unit, or visitor or guest or employee or contractor or representative of a CV1 member, to any CV1 member or any CV1 Trustee or any employee, agent, contractor, service provider or representative of CV1 which constitutes abusive, offensive or harassing language or conduct is prohibited.

3. No abusive, offensive or harassing language or conduct is permitted by any CV 1 member or any CV1 Trustee, or any surviving spouse of a deceased member, or any surviving domestic partner of a deceased member, or any occupant of a CV1 dwelling unit, or any visitor or any guest or employee or contractor or representative of CV1 or a CV1 member upon any property owned by CV1.

4. As used in the context of these Rules And Regulations, the term "abusive, offensive or harassing language or conduct" shall include:

- a. Speech or conduct which is likely to cause annoyance or harm to persons;
- b. Speech or conduct which is made or caused to be made at extremely inconvenient hours;
- c. Speech or conduct which is made or caused to be made to materially disrupt an open CV1 meeting or an event being conducted upon property owned by CV1 or the operations of CV1 or the enforcement of any proprietary lease, Bylaws, Rules And Regulations or the Certificate Of Incorporation of CV1 (hereinafter collectively referred to

as "Governing Documents");

- d. Speech or conduct which threatens a person to striking, kicking, shoving or other offensive touching;
- e. The striking, kicking, shoving or other offensive touching of a person;
- f. Creation of a hazardous or physically dangerous condition which serves no legitimate purpose of the person who created the condition;
- g. Usage of unreasonably loud or offensively coarse or abusive language with the purpose to offend the sensibilities of a hearer or in reckless disregard of the probability of so doing;
- h. Speech or conduct used with the purpose to intimidate and/or discriminate against an individual or group of individuals because of race, color, religion, gender, disability, sexual orientation, gender identity or expression, national origin or ethnicity;
- i. Speech or conduct which is flagrantly lewd and offensive which the actor knows or reasonably expects is likely to be observed by other nonconsenting persons who would be affronted or alarmed; or
- j. Speech or conduct which violates the terms and conditions of the Governing Documents.

5. **Investigation**. Upon receipt of a complaint alleging speech or conduct prohibited by this Resolution, or, receipt of a complaint alleging that the conduct of a person violates the CV1 By-Laws, Rules And Regulations or a member's proprietary lease with CV1, the CV1 Board of Trustees will, if it deems appropriate and/or necessary, investigate the matter and/or make a determination as to what, if any, further action is necessary by the CV1 Board to further the best interests of CV1.

6. **Enforcement**. If the CV1 Board of Trustees deems a member's or the guest of a member's speech or conduct to be abusive, offensive or harassing and prohibited by this Resolution, or, if the CV1 Board of Trustees deems a member or guest of a member's conduct to violate the Governing Documents, including the CV1 Certificate Of

Incorporation, By-Laws, Rules And Regulations or the member's proprietary lease with CV1, the CV1 Board of Trustees may take any appropriate action, including but not limited to the following:

- a. Imposing a fine, jointly and severally upon such member or such member's guest, not to exceed \$500.00, however, to the extent the violation is of a continuing nature, each day the violation continues shall be considered a separate violation, jointly and severally, against such member and/or the guest of such member;
- b. Prohibiting and/or suspending such member's and/or the guest of such member from using some or all of the property owned by CV1;
- c. Prohibiting and/or suspending such member and/or the guest of such member from attending any meetings or events being conducted on property owned by CV1;
- d. Seeking judicial relief against such member or the guest of such member, including but not limited to, imposing or collecting any fine, barring such person from attending meetings or events being conducted on property owned by CV1; restraining such person from having personal contact with certain Trustees, contractors, service providers, employees or agents of CV1 and reimbursement for all attorneys' fees and costs incurred by CV1 as a result of such person's abusive, offensive or harassing speech or conduct and/or conduct violative of the Governing Documents;
- e. Revoking a member's Membership Certificate and Proprietary Lease and, if necessary, utilize the services of a locksmith to gain access to such member's dwelling unit, and, a moving company or other person to remove or store or sell or dispose of such member's or the guest's of such members personal property from the dwelling unit; and/or
- f. Seeking full reimbursement, jointly and severally, from such member and/or the guest of such member for all fees, expenditures, charges, and costs of any kind incurred by CV1, including but not limited to all attorneys' fees and costs incurred by CV1 which arise from or relate to addressing, eliminating, correcting or remediating any violation of the CV1 By-Laws or the member's proprietary lease with CV1 or any CV1 Rules And Regulations.
- g. To the extent the terms and conditions of this Resolution conflict or are alleged to conflict with any other CV1 Rules And Regulations, the

terms and conditions of this Resolution shall govern.

As used herein the word "fine" shall be interpreted to mean an assessment obligation. Such an assessment obligation is used to offset and defray costs and expenses incurred as a result of enforcement activity taken by the CV1 Board of Trustees deemed necessary to promote the recreation, health, safety and welfare of CV1. The imposition of a "fine" is not intended to limit any rights, remedies, claims or damages by CV1, including but not limited to the imposition of attorneys' fees and costs.

7. **Trespass.** If a member attempts to materially disrupt an open CV1 meeting or, otherwise engages in abusive, offensive or harassing language or conduct upon property owned by CV1, nothing in these Rules And Regulations will prohibit CV1 from instructing such member, or, any guest of a member to cease such conduct, and, in the event such conduct does not cease, instructing such member, or, any guest of a member to vacate the property owned by CV1, or, otherwise contacting the Manchester Township Police Department to have such member, or, any guest of a member, arrested for trespassing or otherwise violating any New Jersey statute or municipal ordinance.

8. **Hearing.** Excluding exigent circumstances, before imposing any sanctions, notice of the violation and proposed penalty will be sent to the offending member, or, if reasonably possible, any guest of such member, setting forth the time, date, place and nature of the violation. If the offending member, or, any guest of such member, does not respond or request alternative dispute resolution, the sanctions will be automatically imposed. Alternate dispute resolution shall be mediation conducted between the parties involved by a person selected by the Board of Trustees and conducted at the direction of such selected person as soon as practicable and in accordance with Paragraph 10 of this

Resolution.

9. **Guests Of Members To Comply With This Resolution.** All members must insure that their guests comply with the CV1, By-Laws and Rules And Regulations, including this Resolution, or the member's proprietary lease with CV1. All guests of members shall be subject to the enforcement and will be jointly and severally liable and responsible with members to pay for all fines, attorneys' fees and costs incurred by CV1 arising from violations of CV1's By-Laws and Rules And Regulations, including this Resolution, or the member's proprietary lease with CV1.

10. **Alternate Dispute Resolution.**

A. The Board of Trustees shall solicit members in good standing to develop a standing cadre of volunteers, or, otherwise solicit other persons, to be mediators who will mediate disputes between members or other persons and CV1, or, between members.

B. The cost of every alternate dispute resolution mediator, if any, 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 shall be paid in full to the mediator as a mandatory prerequisite to commence the mediation process. 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 non-paying party may not assert that the paying party has waived its right to alternate dispute resolution in a Court of law or equity.

If one party pays its one-half share of the initial requested mediation cost, if any, to the mediator, but the other party refuses to pay its one-half share of the initial requested mediation cost, if any, the paying party in those instances where the mediator has

requested an initial fee deposit may, only if it chooses, assert that the non-paying party has waived its right to alternate dispute resolution in a Court of law or equity.

C. 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 both parties that the mediation is deemed abandoned and the parties have waived their rights to alternate dispute resolution and are otherwise subject to the terms and conditions of the Governing Documents and this Resolution.

D. If the mediation requested is between the CV1 and a member of the CV1 and/or such member's guest, the mediation process if initiated by a member against CV1, shall be by written request for mediation to CV1, or, if initiated by CV1 against a member and/or such member's guest, it shall be by written request from CV1 or its designee for mediation to the member and/or guest of such member, offering the member and/or guest of such member the opportunity to participate in mediation. Requests for mediation must be legible and contain the names and addresses of all parties, the telephone number of the requesting party, the telephone number of the respondent, if known, should contain as much factual detail as would give a reasonable person an understanding of the dispute, be signed by a member and/or guest of such member, such member's legal representative or a representative of CV1 and dated.

E. Upon receipt of the request for mediation, CV1 will select a mediator from the cadre of volunteers, or otherwise select a competent mediator, and will notify the selected mediator of their selection and provide a copy of the request for mediation to him or her. If the mediation is between members, the mediator will also send a copy of the



request for mediation to the responding party.

F. The mediator will arrange with the parties for a mutually convenient date and time for the mediation. The mediator will attempt to resolve the issues between the parties in one (1) or more mediation sessions; the number of mediation sessions will be at the exclusive and sole discretion of the mediator.

G. If the parties are unable or otherwise fail to resolve the matter 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.

**NOTICE AND RECORDING.** CV1 is authorized and directed to circulate a copy of this Resolution to all CV1 members by posting a copy of same in the CV1 clubhouse. CV1 also authorizes and directs its legal counsel to arrange for recordation of a copy of this Resolution with the Ocean County Register's Office.

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