

RULES and REGULATIONS

Revised and Approved
by the
Board of Trustees
May 2020

**AS STATED IN SECTION 10 (PAGE 11) OF THE BYLAWS,
THE BOARD MAY MAKE, AT ITS DISCRETION,
REASONABLE RULES AND REGULATIONS FROM
TIME-TO-TIME AS MAY BECOME NECESSARY**

**Whiting Station at Crestwood
Homeowners Association, Inc.**

WHITING STATION is an age restricted adult community with a Homeowners Association [HOA] and as such it has Governing Documents proposed and sanctioned by the State of New Jersey and By-Laws and Rules and Regulations registered and filed with the Office of the County Clerk in Ocean County.

The Rules and Regulations outlined in this booklet have been formulated to protect you as a homeowner, your neighbors and the community overall.

Please read them carefully and keep in mind that:

[1] They are easy to understand.

[2] It is your responsibility to follow them.

[3] Contact the Whiting Station Board of Trustees if you have any questions or issues regarding the Rules and Regulations set forth here-in.

Should a special need arise regarding a conflict with any rule and/or regulation, please address the Board of Trustees with the issue before an Infraction is committed

RULES & REGULATIONS

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WHITING STATION AT CRESTWOOD HOMEOWNERS ASSOCIATION, INC.

RULES & REGULATIONS

CHAPTER I

Section 1 — Authority, Conflicts, and Appendices

Section 2 — Homeowner, Guests, Tenants, Occupancy and
Visiting Children

Section 3 — Enforcement, Notice of Violation, Fines
and Penalties

Section 1 - Authority, Conflicts and Appendices

A. Authority: These Rules & Regulations are established pursuant to the Declaration of Covenants and Restrictions, Bylaws, which are or may be hereafter filed and the Bylaws of Whiting Station At Crestwood Homeowners Association, Inc. (the "Homeowners Association").

B. Conflicts: These Rules & Regulations are to be interpreted and applied in a manner consistent with the intent and meaning of the Certificate of Incorporation, Declaration of Covenants and Restrictions, Bylaws, and any amendments to these documents (the "Documents"); and the approved Resolutions of the Board of Trustees of Whiting Station At Crestwood Homeowners Association, Inc. Where there exists an apparent conflict in the intent of the Rules & Regulations, the Articles of Incorporation, the Declaration of Covenants and Restrictions, the Bylaws, and any amendments to these documents, the language and meaning of the Articles of Incorporation, the Declaration of Covenants and Restrictions, and the Bylaws, and any amendments to these documents, shall control.

C. Appendices: Appendices, including the "Guidelines Book" and the Alternative Dispute Resolution Policy ("ADR") are part of these Rules & Regulations as if they were set forth herein at length.

Section 2 - Homeowner, Guests, Tenants & Occupancy

A. Homeowner Defined: A Homeowner is the owner of record, whether one or more persons or entities, of the fee simple title to any home or the leasehold interest pertaining to such home.

B. Guests Defined: Guests are persons visiting a home in the Whiting Station at Crestwood Community (hereinafter "Community") by reason of social invitation.

C. Homeowner's Responsibility for Guests: Homeowners assume responsibility for the conduct of guests at all times in the Community and are bound by all Rules & Regulations. Violations of Rules & Regulations by guests shall be deemed violations by the host Homeowner and the host Homeowner is responsible for any costs relating to any damages or violations incurred by a guest.

D. Homeowner's Responsibility for Tenant and Tenant's Guests: Where the Homeowner has designated someone other than themselves as Tenant of the Home by way of lease agreement or otherwise, such Homeowner shall be responsible for the conduct of the Tenant and their guests. Violations of Rules & Regulations by Tenant and/or their Guests shall be deemed as violations by the Homeowner.

E. Occupancy Requirements: Occupancy of Homes shall be in accordance with the Documents, these Rules & Regulations and applicable ordinances, statutes and other governmental regulations. Whenever there is a change in the occupancy of the Home, in accordance with the Bylaws, the Board of Trustees shall be notified by the Homeowner, in writing, of the identity of the person or persons who are to be the occupants of the Home and who are in compliance with the Documents and these Rules & Regulations.

F. Visiting Children:

1. Children under the age of nineteen (19) visiting a member of the Association and/or a resident shall be restricted to a three (3) week cumulative visitation per calendar year. [As amended by the Board of Trustees, 6/14/2016 | A member and/or a resident of the Association may make application to the Board of Trustees for an additional visitation period, which application shall be determined in the sole discretion of the Board of Trustees. Under no circumstances may any child under the age of nineteen (19) reside within the Association. When an extenuating circumstance becomes an issue a Settlement Agreement MUST be completed and then signed by both the resident and the Board of Trustees. *(As Amended by the Board of Trustees 11/12/2013.)
2. Any child under the age of nineteen (19) visiting a member and/or resident shall only be permitted to visit the particular unit of the member and/or resident, and the grounds appurtenant thereto forming a part of that particular unit.

3. A visiting child under the age of nineteen (19) must be supervised by an adult at all times while visiting within the Association. Under no circumstances is a visiting child under the age of nineteen (19) permitted in the Clubhouse unless accompanied by an adult resident of the Association.
4. The resident and/or member shall be solely responsible for any and all damages, including physical and/or property damages, as well as reasonable attorney's fees, arising from and/or attributable to the actions of a visiting child under the age of nineteen (19). (As amended by Board of Trustees 7/14/08)

Section 3. Enforcement- Notice of Violation, Fines and Penalties

A. Enforcement by the Board of Trustees: The Board of Trustees shall have the overall power to make such Rules & Regulations as may be necessary to carry out the intent of the Documents and shall have the right to enforce all such Rules & Regulations as promulgated by it, including architectural guidelines and standards. Enforcement may be accomplished by notice of the violation to the Homeowner, the levying of fines, suspension of privileges or resort to the Alternative Dispute Procedures ("ADR") as outlined in the Documents.

B. Procedures for Enforcement: Under the Bylaws of the Homeowners Association, an Architectural Committee and a Covenants Committee was established with duties and responsibilities. However, as previously stated, the Board of Trustees has the ultimate responsibility for enforcement of all Rules & Regulations. By providing the Architectural Committee and the Covenants Committee with a set of "Guidelines", the Board of Trustees enables both of the Committees to advise the Board of Trustees of any noncompliance with the Rules & Regulations.

C. Procedures for Enforcement by Authorized Personnel regarding Common Property and Recreational Facilities: The Board of Trustees shall delegate to certain Authorized Personnel the authority to enforce Rules & Regulations regarding the use of the common property and recreational facilities of the Homeowners Association where a violation endangers life, limb, property or equity of the Homeowners Association. Authorized Personnel may suspend for a period of seventy-two (72) hours, the responsible party's privileges to use such recreational facilities. If an oral request to cease or correct the violation has not caused such activity to cease, the Board of Trustees shall have the right to continue any such suspension until such time as the situation is finally resolved.

D. Notice of Violation: The Board of Trustees may make initial attempts to secure correction of a violation through correspondence to the Homeowner which states the time, date, place, and nature of the violation and which sets forth the time period in which the violation must be corrected. Such notice may be given by letter from the Attorney of Record for the Homeowners Association, and shall indicate that the Homeowner may elect, within ten (10) days after receipt of the notice to proceed to mediation or arbitration in the event the Homeowner disputes the allegations contained in the notice. If the Homeowner does not respond or make the election within the ten (10) day period in writing, the notice shall indicate that all allegations contained therein shall be deemed admitted and the Board of Trustees shall have the right to impose penalties. All copies of such correspondence shall be maintained in the Homeowner's file.

E. Disputes Between Homeowners: In the case of disputes between Homeowners regarding activities other than those related to the common property and recreational facilities of the Homeowners Association, the Covenants Committee will become involved in disputes where there are two or more unrelated complaining Homeowners. The complaining parties must advise the Covenants Committee, in writing and by signature, the nature of the complaint. While informal proceedings with the Covenants Committee are encouraged, complaining parties may seek redress with the Homeowners Association's Alternative Dispute Resolution ("ADR") process.

F. Fines: The Board of Trustees has the authority to impose monetary fines for each day a violation continues, each day being considered a separate violation as provided in Article III, Section 5, subsection (q) of the Declaration of Covenants and Restrictions.

G. Penalties: Disciplinary action imposed by the Board of Trustees may include suspending or conditioning the violator's privilege to use any recreational facility. For any noncontinuing infraction, such suspension shall be for a period of not more than ninety (90) days. For a continuing infraction (including non-payment of any assessment), suspension may be imposed for as long as the violation continues.

H. Application of Payments: In accordance with standard accounting principles, all payments received from Homeowners will be applied to oldest balances first. Oldest balances include, but is not limited to, Fines, Late Fees, Monthly Fees, and/or Attorney Fees. Application of payment may result in additional Late Fees on outstanding amounts.

CHAPTER II

Section 1 — Prohibited Activities

Section 2 — Prohibited Vehicle Activities

Section 1 — Prohibited Activities:

A. Peddlers and Solicitors Prohibited: No peddlers or solicitors of any kind are allowed in the Community.

B. Dumping and Burning Prohibited: Dumping of leaves, grass clippings or trash or burning of the same is not permitted in any area of the Community.

C. Placing of Personal Articles in Open Spaces: The placing of compost piles, plantings, firewood, benches, sheds, etc., or any kind of structure or thing upon common property of the Community, without the prior approval of the Board of Trustees, is prohibited.

D. Conduct Prohibited: Disorderly, boisterous or loud and offensive conduct on the streets, walkways and common property of the Community is prohibited. Parents and custodians are encouraged to have children conduct any play activities under their supervision and with consideration of nearby neighbors.

E. Garage Sales: Garage Sales are strictly prohibited. Estate Sales are permitted as outlined upon approval of the Board of Trustees. (As Amended by the Board of Trustees - 3/13/2018). Realtor Open House showings are permitted as per the Guidelines below.

F. Estate Sales: are permitted only at end of occupancy, upon prior approval of the Board of Trustees, and are to be conducted according to the following guidelines: Please contact the Business Office for assistance with signs (i.e. "Estate Sale" and/or "No Parking"). Any signs not returned, will be charged to the Homeowner.

1. Make written application to the Board of Trustees, thirty (30) days prior, for permission to hold the Sale on prescribed dates.

2. Advertising in the Local Papers or on the Internet is advised. Be sure the correct

address, date and time appear in the ads.

3. Signs are permitted in or near the community only **ON THE DAY OF** the sale and must be removed **no later than four (4) hours after the sale.**

4. Signs must read **ESTATE** sale only. The number of signs must not exceed five (5). The address, date, and time must be clearly shown on the signs.

5. **NO PARKING** is ever permitted in fingers and it is the responsibility of the homeowner to keep the finger clear at all times during the sale. All parking must be in accordance with the Rules of the community.

6. If third party Estate Sale Planners are used, the same guidelines are in effect.

7. Violation of the Parking or other Rules could result in fines to the Homeowner.

G. Realtor Open House: Are permitted as per the Guidelines below

Please provide these guidelines to any realtor conducting an open house in Whiting Station:

1. No later than seven (7) days prior, the homeowner and/or the listing agent of the property that is for sale in Whiting Station must advise the Whiting Station Business Office of the date and time, and also provide the agent's contact information. Please call 732-350-3556 or email whitingstation@verizon.net). At the time of initial contact, the business office can supply "No Parking" signs which must be returned to the Business Office within 3 days after the open house. Unreturned signs will be charged to the Homeowner.
2. Open houses may not begin earlier than 10:00 a.m. and must end no later than 4:00 p.m.
3. Signage for an open house must be limited in size-no larger than 18" x 24". Additionally, the signs may be placed no sooner than the day of the open house and removed immediately when the open house is concluded.
4. Signage for an open house may be placed at the community entrances (Schoolhouse and Lacey Roads) and at the appropriate roadway intersections within the community. The purpose is to ensure the open house visitors find their way to the correct property easily.
5. Signage cannot be placed on any homeowner's property without their permission, nor should the realtor trespass on any homeowner's property when placing a sign on common property. (unless the realtor has the homeowner's permission)
6. Signage (see #1), should be placed at the opening to a finger advising potential visitors there is **NO PARKING** on the finger. Visitors may park on the main roads and facing the appropriate way.

7. It is important to note, the realtor conducting the open house is responsible for ensuring the visitors do not park on the finger, in front of mailboxes or in front of the fire hydrants. It is a violation to do so, which may result in fines for the homeowner, and/or towing.
8. The realtor should consider parking their own vehicle in the street and allowing an open house visitor to park in the driveway, should they have an issue with mobility.

Section 2 — Prohibited Vehicle Activities:

A. Street Parking: Overnight parking on the main streets of the Community is prohibited. Overnight is defined as 12:00 Midnight to 6:00AM. [As Amended by the Board of Trustees, 6/14/2016 | Residents and visitors are prohibited from parking in the fingers in order to allow for Emergency Vehicle Access. (As amended by Board of Trustees 9/27/10)

B. Parking in the wrong direction on community streets is strictly prohibited.

C. Off-street Parking: Parking on any lawn of a Homeowner or lawn in the Community is prohibited.

D. House and Boat Trailers, Campers, Motor Homes, Attachable Trailers: House and boat trailers, campers, motor homes, passenger vans with wheelbase exceeding 135", or other attachable trailers shall not be parked on streets, Courts or driveways except that temporary parking at a residence home, not to exceed 24 hours is permitted to load or unload the vehicle. (As amended by the Board of Trustees 9/26/05)

E. Commercial Vehicles: Commercial vehicle parking is only permitted in the Whiting Station Community for the purpose of providing services to member's households, Monday to Saturday, and on Sundays only for emergency service. Upon receipt of a written request, the Board of Trustees will consider for approval, temporary, short-term parking in the Station Hall parking lot. Commercial vehicles are those vehicles that are actually utilized for commercial purposes, bearing signs or advertising denoting a commercial enterprise, whether utilized for such purpose or not. (As amended by Board of Trustees 12/11/06)

F. Designated Parking Areas: The designated parking area available to all residents of the Community is the Station Hall Parking Lot. In case of prolonged parking, the Office at Station Hall Clubhouse in the Community is to be so advised. Where parking spaces are designated for the handicapped in the Parking Lot, no other vehicle shall utilize such spaces unless marked as handicapped.

G. Motor Vehicle Repairs Prohibited: The repair and maintenance work of any motor vehicle is prohibited on any driveway, court, streets or parking area of the Community or on any other portion of the Homeowner's property. However, washing/waxing of vehicles are permitted. (As amended by the Board of Trustees October 9, 2019.)

H. Motor Vehicle Laws: Except as otherwise provided, all motor vehicles and bicycles or tricycles must travel on Community roads observing all traffic control signs and motor vehicle laws as provided in Title 39 of the New Jersey Statutes Annotated.

I. Clubhouse Parking Lot:

a Overnight Parking for Residents Is Permitted 7PM to 9AM Daily (vehicles must have a Whiting Station sticker).

b Long-Term Parking Is Permitted Only in Spaces Along the Tennis Courts With Dashboard Permit Properly Displayed.

c All Vehicles Must Be Removed from the lot prior to Snow Plowing and/or Clubhouse Events

d Commercial Vehicles Are NOT Permitted in The Lot Unless Conducting Official Business

e All vehicles in violation of these Rules will be Towed at Owner's Expense

J. All Parking Violations could result in Towing of the vehicle at the owner's expense, in accordance with signs posted at all entrances to Whiting Station and in the Clubhouse Lot.

K. Speed Limit: The maximum speed limit in the Community is twenty (20) miles per hour unless otherwise designated

CHAPTER III

- Section 1 — General Rules for Recreational Common Properties
- Section 2 — Rules for Specific Locations

Section 1 - General Rules for Recreational Common Properties:

- A. All Homeowners or Residents utilizing recreational common property are required to have on their person, appropriate identification such as key entrance cards, pool badges, etc., as may be required by the Board of Trustees.
- B. Homeowners shall have preference with respect to the use of all recreational facilities.
- C. Pets of any kind are prohibited on recreational common property; however, service dogs are accepted as defined by New Jersey law.
(As amended by Board of Trustees 06/08/09)
- D. Loud, boisterous, disorderly conduct or profanity is prohibited.
- E. Guests are permitted to utilize the recreational common property and areas only if accompanied by a Homeowner or a Resident. A Homeowner or Resident is permitted not more than five (5) guests utilizing such facilities at any one time. All guests under the age of fourteen (14) years must be supervised and in the physical presence of a sponsoring Homeowner or Resident. The Homeowner or Resident must be on recreational common premises when any guest is under nineteen (19) years of age but need not be in the physical presence of such guest. In the case of a home-bound Homeowner or Resident who is permanently physically disabled, and therefore unable to accompany their guest, a request should be made to the Board of Trustees for a Special Guest Pass to be worn by their guest when using the recreational common property. This pass can only be used by a guest who is over the age of nineteen (19). (As amended by the Board of Trustees June 1, 2018).

Section 2 — Rules for Specific Locations:

Billiard Room: No guest under the age of fourteen (14) years is permitted in the Billiard Room. Any guest ages fourteen (14) through eighteen (18) years must be supervised by a Homeowner, Resident or adult guest while in the Billiard Room.

Use of the table is based upon the "first come — first served basis." If the table is being used, waiting players may request that the table be used by four (4) players instead of a lesser number. Misuse of equipment is prohibited.

Food and Beverages are not permitted ON or NEAR the billiard tables.

FITNESS CENTER:

If a Resident is waiting for equipment that another Resident is using, there is then a thirty (30) minute limit on the use of said equipment. No one under the age of nineteen (19) is permitted to use any exercise equipment in the Fitness Center. All Homeowners or Residents and their guests must abide by all the OFFICIAL RULES posted in the Fitness Center. A Resident must be present if their visiting guest is using the Fitness Center. All use of the Fitness Center is at the participant's risk. Please consult your physician before engaging in any exercise.

SWIMMING POOL AREA:

All Homeowners or Residents and their guests must abide by all the Health, Safety, and OFFICIAL RULES posted in the pool area.

Badges must be worn, and guests must always be accompanied by a Resident.

TENNIS COURT AREA:

Tennis shoes or sneakers must be worn by anyone using the Tennis Court Area. Only Tennis, Pickleball and Badminton may be played; no other games or activities are permitted in the Area. (As Amended by the Board of Trustees 11/12/2013.)

Any guest under the age of fourteen (14) years of age must be supervised by a Homeowner, Resident or an adult guest.

Use of the Tennis Court is based upon "first come —first served basis." The Tennis Court after one (1) hour of play must be surrendered to waiting players. Tennis nets are to be lowered when not in use. Misuse of equipment is prohibited.

No food or alcoholic beverages of any kind may be consumed or be in the possession of anyone within the Tennis Court Area enclosure.

Spectators must sit on benches, if available, at the back of the Tennis Court Area or remain outside of the fence.

SHUFFLEBOARD AREA:

All Homeowners or Residents and their guests must abide by all the OFFICIAL RULES posted in the Shuffleboard Area. The minimum age of a player is ten (10) years of age unless there is a supervising adult guest of the Homeowner or Resident present. Use of the Shuffleboard Court is based upon "first come — first served basis". The Shuffleboard Court, after thirty (30) minutes of play or the end of a game, must be surrendered to waiting players. Misuse of equipment is prohibited,

CHAPTER IV

Section 1 — Use Restrictions for the Community

Section 2 — Architectural and Covenant Restrictions

Section 3 — Air Conditioners and Oil Tank Plantings

Section 1— Use Restrictions for the Community:

A. Only one (1) domestic pet, properly licensed, is allowed per Home and must be registered with the Board of Trustees. Non-Adherence to Section B will result in Fines being imposed in accordance with Township ordinances. Doghouses and other shelters are prohibited. *(As Amended by the Board of Trustees 11/12/2013.)

1. Two (2) pets may be domiciled in a Whiting Station home, if at the same time of closing (purchase) the buyers sign an agreement that if one of the pets is no longer living in said home, the pet will not be replaced.
2. The two (2) pets must be registered and approved by the Board of Trustees. (As amended by the Board of Trustees 8/11/08)

B. Manchester Township Ordinance Chapter 101 is the document outlining the Township's rules regarding management and ownership of dogs. Our proposed regulations within Whiting Station are based on that document. (As Amended by the Board of Trustees 3/13/2018)

- 1 All dogs must be licensed with the Township and registered with the Whiting Station Business Office. New homeowners or tenants are required to register their dogs upon occupying their residence.

- 2 Grassy or landscaped common areas are not to be used for dog urination. Any grass and/ or flora that is destroyed this way will be replaced by the dog owner.
- 3 Dog owners are encouraged to use their own Property (down to the curb) or to walk dogs only on the streets of the community.
- 4 Residents may not walk their dogs on other resident's Property which includes signs, lamp posts, and mailboxes and their supports.
- 5 The following areas are not to be used to walk dogs:
 - a. The Clubhouse Property
 - b. All Recreational Areas (Pool, Tennis Court)
 - c. The landscaped areas in the community, such as corner entrance gardens and lawns
 - d. The open common area along Gardenia Drive opposite #331, 333, & 335
 - e. The large drainage basins in the community
- 6 No animals are allowed in the clubhouse except for Service Dogs. Note: No animals are allowed in the kitchen area at any time.
- 7 Residents are required to pick up **immediately** any waste deposited by their dog. Dog waste is to be bagged and deposited in the dog owner's own garbage container and not down storm drains or any other place.
- 8 No dogs shall be permitted to run free at any time. All dogs must be on a fixed leash no longer than 6 feet (Manchester Township Ordinance). Dogs may not be left tethered on a leash outside unless the dog owner or person supervising that animal is visible.
- 9 Failure to comply with the above rules will result in enforcement by the Township of Manchester and the Board of Trustees of Whiting Station as described in our Governing Documents.

C. No feeding of wild or feral animals, such as cats, dogs, raccoons, possums, squirrels, deer, wild turkeys, foxes, Canada geese, etc., is permitted for safety and health reasons. Fines will be imposed for any violation.

D. No obnoxious activity shall be carried on, in or upon the property of the Community or in any Home, nor shall anything be done therein willfully or negligently, which may be or become an annoyance or nuisance to other residents. TV's, hi-fis, radios and musical instruments will be operated at a low volume level after 11:00 P.M. Power tools shall not be used before 8:00 A.M. nor after dusk. Use of power tools of any kind is not permitted on Sundays. (As amended by the Board of Trustees 6/13/2005)

E. Clotheslines or airing linens, bedding or wearing apparel on the exterior of any Home is prohibited. The airing or drying of linens, bedding, wearing apparel within a Home must not be visible from the street.

F. All household garbage and trash shall be deposited within trash collection containers as may be designated by the Board of Trustees. All plastic bags used for garbage or trash must be contained in the approved receptacles. Collection containers shall be stored in garages and must not be visible from neighboring homes or the street.

G. The storage of gasoline, paint rags, or other flammable material within any Home or upon any property is prohibited unless such storage is within the Home and in Underwriter's Laboratory approved containers with the UL label affixed.

H. Personal articles such as, but not limited to, sheds, firewood, toys, bicycles or boats of any kind shall not be stored on Common Property or around the exterior of any home.

I. In-ground flagpoles are not permitted on any Homeowner's property or the Common Property, except for those at Station Hall erected by the Board of Trustees.

J. Window air conditioners are not permitted on any exterior structure.

K. Exterior electrical insecticide devices are not permitted within the Community.

L. Lawn lighting which interferes with lawn mowing is prohibited.

M. No sheds, or items of similar nature, shall be erected on a Homeowner's property.

Section 2 — Architectural and Covenant Restrictions:

A. Any change, addition or revision to any Home or property requires a Modification Application Form, available at the Clubhouse office, which must be filed with the Board of Trustees and approval granted before proceeding. For example, the following are just some of the items that require approval: An expanded guideline to Architectural Restrictions is on file in the Business Office. The Trustee in charge of Architectural and Covenant Restrictions will review them with a Homeowner upon request.

Some items needing approval:

1. Awnings, canopies and roofs. (As amended by the Board Of Trustees October 9, 2019.)
2. Exterior antennas in accordance with FCC regulations.
3. Lawn and Walkway lighting.
4. Lawn and garden ornaments.
5. Mailboxes and supports.
6. Shutters, walls, railings and fences.
7. Attic Fans, Kitchen Fans.
8. Skylights, Solar tubes, etc.
9. Trees, installation or removal (See Chap.V, Sec.2)
10. Windows, Doors, Screens, Storm Doors.
11. Decks, Patios, or any enclosure or addition or alteration to the exterior of the Home.
12. The installation and maintenance of any heating devices such as kerosene, wood, coal burning stoves or heaters requiring through the wall or roof vents and chimneys.
13. Any change in exterior painting of doors, windows, garage doors, etc.; staining of concrete walls, steps, patios or porches.
14. Decorations or articles affixed to the exterior of any building such as flagpoles, hex signs, weathervanes, thermometers, plaques, and signs.
15. Oil tank removal for gas and above ground oil tank conversions.
16. The placement of oil tank in garage or outside location and screening of outside location of oil tank.
17. Conversion to gas. When the Roth tank is no longer in use, it must be removed within thirty (30) days along with its enclosure.
18. Replacing air conditioner.

Section 3 — Air Conditioners and Oil Tank Plantings

In an effort to aid the landscaper and to minimize damage to the air conditioner and oil tank refill pipe by the mower and weedwhacker, the Homeowner may encircle the air conditioner and refill pipe with stones, gravel or a flowerbed not to exceed one foot (1') beyond either item.

Section 4 — Mandatory Underground Oil Tank Testing

In the interest of safety, annual testing of soil for properties with underground oil tanks must be done in June of every calendar year beginning in 2019. Homeowners may choose from a list of approved companies, or any other company of their choice. Results of the testing must be received by the Business Office no later than August 1st each year. The testing is at the homeowner's expense. Failure to comply will result in a fine of \$25.00 per day for each day beyond the deadline, until compliance. Annual Testing will continue until the tank is safely removed. (As amended by the Board of Trustees November 13, 2018.)

Section 5 — Removal of Buried Oil Tanks

In the interest of safety to both the community and the environment, all buried oil tanks no longer in use must be removed within 45 days of installation of either an above-ground oil tank (Roth Tank) or natural gas conversion. Failure to comply to the 45 day tank removal period will result in a fine of \$25.00 per day for each day beyond the deadline, until compliance. (As amended by the Board of Trustees October 9, 2019.)

CHAPTER V

- Section 1 — Irrigation Maintenance Guidelines
- Section 2 — Tree Removal, Trimming, Tree Planting
- Section 3 — Planters, Hanging Plants, Flowerbeds
- Section 4 — Yard, Exterior House Ornaments

Section 1 - Irrigation Maintenance Guidelines:

- A. The irrigation system is designed to water each Homeowner's lawn area as sodded by the developer. (Shrubs and flowerbeds are not included.)
- B. The Homeowners Association provides maintenance to the system to ensure that the system is operational and that each sprinkler head is properly adjusted for adequate lawn irrigation, as determined by the Homeowners Association.

C. Sprinkler head adjustments, repairs and replacements will be provided as a result of weather conditions and normal wear and tear. The cost of maintenance that can be attributed to Homeowner's negligence will be the Homeowner's responsibility.

D. All control panels including valves, solenoids, timers, electrical components, etc., are the responsibility of the Homeowners Association. Only personnel authorized by the Homeowners Association may service the system. Service by unauthorized persons is prohibited.

E. Application must be made to the Board of Trustees by the Homeowner in the event sprinkler heads must be raised, removed or relocated due to an obstruction caused by the installation of patios, decks, walkways, shrubs, trees, etc. The related costs will be borne by the Homeowner.

F. Homeowner shall not change, remove or cap any sprinkler unless authorized by the Board of Trustees.

G. Homeowner shall not cover any sprinkler head with landscaping material.

H. No Homeowner may individually install an irrigation system without the approval of the Board of Trustees.

Section 2 —Tree Removal, Trimming, Tree Plantings:

A. Tree Removal. No tree shall be removed unless it is dead or diseased or unless, in the opinion of the Board of Trustees, it is necessary for the benefit of the health, safety or general welfare of any resident of the Community.

1. No tree shall be removed without prior approval of the Board of Trustees.
2. Any tree located on the Homeowner's property that is required to be removed, shall be removed at the expense of the Homeowner.
3. Any tree to be removed shall be cut down to ground level and the stump must be ground to grade.
4. Any tree located on Common Property that is required to be removed, shall be removed at the expense of the Homeowners Association.

5. Tree removal services must be performed by an insured Certified Licensed Contractor.
6. Violators will be fined up to Five Hundred Dollars (\$500) for removal of any tree without written permission from the Board of Trustees. [As amended by the Board of Trustees, 6/14/2016]

B. Tree Trimming, Pruning, etc. Prior to removing a tree, consideration should be given to trimming; pruning; cutting-back or removal of troublesome branches.

C. Tree Planting. Prior to planting a tree, an application must be submitted to and approved by the Board of Trustees.

1. Tree planting & location is subject to approval by the Board of Trustees and must not disrupt Community utility, irrigation or cable lines.
2. The Homeowner assumes responsibility for the relocation of any utility, irrigation or cable lines resulting from tree planting.
3. The planting of pine trees is not recommended as they can be a potential fire hazard. Also, not recommended for safety reasons, are shallow rooted trees such as poplar, weeping willow, sumac, etc.

D. Planting in Tree Beds. Ample ground must be preserved adjacent to the bed for proper landscaping service. Where there is a small clump of trees and grass is difficult to maintain, a tree bed including all the trees may be planted.

1. Annuals and perennials may be planted in tree beds.
2. Mulch material or stone may be used in tree beds.
3. Homeowners are responsible for the maintenance (pruning, weeding, etc.) of their trees, tree beds and plantings.
4. All tree beds must be properly maintained and weeded to prevent any unsightly condition.

Section 3 — Planters, Hanging Plants and Flowerbeds:

- A. No more than three (3) freestanding planters may be placed on either side of the garage door opening. Each container is limited in size to an 18" diameter.
- B. All hanging plants and plant containers must be removed no later than November 30th of each year and may not be replaced earlier than April 1st. All walkways must be free of planters, items, etc., for proper snow removal.
- C. Flowerbeds not to exceed four feet (4') in depth from the house foundation are permitted.
- D. Flowerbeds not to exceed three feet (3') in depth surrounding patios and decks are permitted and are for flowers and shrubs only. Bushes are limited to six feet (6') high and three feet wide around any patio or deck.
- E. All flowerbeds must be properly maintained and weeded to prevent any unsightly condition.
- F. No plantings that are designed to partition or divide one property from another or give a fence or row-like appearance are allowed within the Community.

Section 4 — Yard Exterior House Ornaments:

- A. Yard and exterior house ornaments may be placed in "flower beds" which are adjacent to house foundation subject to what is considered acceptable by the Board of Trustees as to type, quantity, i.e. ten (10), and location (the Covenants Committee members will advise the Board of Trustees on a case by case basis as to what is acceptable) and the resident will be notified.
- B. Yard ornaments are not permitted in any other location, such as: flower beds which are not adjacent to the house foundation; unless specifically approved by the Board of Trustees. (As amended by Board of Trustees 8/26/04)
- C. Political signs convey a message related to or concerning a candidate running for public office or for a seat on the Association's Board, or related to or concerning a question or issue to be decided on a public or Association ballot.
Political signs are permitted subject to the following limitations and conditions:
(1) Maximum size 24 x 24 inches. (2) Number of signs: One sign per residence.
(3) Location: Mounted parallel with residence and within 4 feet from residence, no signs inside windows of the residence are permitted. Top of sign to be no higher than 30

inches above ground (4) Cannot obstruct walkways. (5) Term of Use: No more than 14 calendar days prior to the associated election day and no more than 2 calendar days after the associated election day. Posting of political signs on utility poles and natural features within the community are prohibited. (As amended by Board of Trustees May 2020.)

CHAPTER VI

Section 1— Procedure for Approval of Architectural Modification.

Section 2 — Procedure for Appeal of Decision on Architectural Modification.

Section 3 — Architectural Standards.

Section 1 — Procedure for Approval of Architectural Modification.

To request approval, a completed application must be filed in form and content as may be required by the Board of Trustees from time to time. Architectural Modification Application forms may be obtained from the Business Office at the Station Hall Clubhouse. An Application shall be deemed to have been filed upon receipt by the Board of Trustees at the Office at the Station Hall Clubhouse in Whiting Station at Crestwood when properly logged in (the "Logged in-date") by number, dated and a receipt issued to the Applicant.

The Applicant must demonstrate the proposed change or addition will not adversely affect the aesthetic and economic value of the Applicant's property or surrounding properties, or the architectural plan and common design plan of Whiting Station at Crestwood as a whole; and that it will not interfere with the existing drainage patterns, utility lines, TV cables, security systems, irrigation and easements, or rights of way. The Applicant must further affirmatively demonstrate that the use, modification or addition complies in all respects with standards of design as may be adopted by the Board of Trustees from time to time.

The Board of Trustees shall render its decision after notification to all adjacent homeowners, waiting a period of five (5) days for responses. The decision of the Board of Trustees shall be effective when reduced to writing and delivered to the Applicant.

The Board of Trustees shall have thirty (30) days from the Logged-in-Date of the Application to respond, in writing, to the Applicant in the following manner:

- A. Approval
- B. Approval with condition(s)

- C. Deny approval with explanation(s)
- D. Deny approval without prejudice.

Notwithstanding the above, the Board of Trustees having failed to notify the Applicant of its decision within thirty (30) days from the Logged-in-Date; the Applicant may then remind the Board of Trustees, by certified mail with return receipt, of the Board of Trustees' obligation to provide a decision as outlined above. Upon such notification and in the event that the Board of Trustees continues to fail to act within this thirty (30) day period, the Application shall be deemed approved. Without such notification by the Applicant, the Board of Trustees' inaction will be deemed a denial of the Application. However, the Applicant has the right to resubmit the Application.

Section 2 — Procedure for Appeal of Decision on Architectural Modification

An Applicant who may want to appeal a decision of an Architectural Modification Application by the Board of Trustees shall have ten (10) days from the date of such decision in which to request a reconsideration of the Application by the Board of Trustees. Such request shall be in writing and delivered to the Board of Trustees by personal service at the Homeowners Association's Office at Station Hall or by certified mail, return receipt requested, addressed to the Board of Trustees, Whiting Station at Crestwood Homeowners Association, Inc., 323 Gardenia Drive, Whiting, N. J. 08759.

The Board of Trustees shall, within fifteen (15) days upon receipt of the Appeal request for reconsideration of the Application, hold a hearing on the Appeal at which time it shall listen to the Appeal by the Applicant and review any relevant evidence presented. The Board of Trustees may continue the hearing on Appeal, as it deems appropriate and shall render its written decision within fifteen (15) days after the conclusion of the hearing.

If the Appeal was again denied, the Applicant may request the Alternative Dispute Resolution (ADR) procedure. If an Applicant does not believe that the Alternative Dispute Resolution procedure has satisfactorily resolved the matter, he/she shall not be prevented from seeking a judicial remedy in a court of competent jurisdiction.

Section 3 - Architectural Standards

Applicants that receive approval for architectural modifications or additions must comply with the following standards:

- A. The Applicant shall be responsible for obtaining, at Applicant's cost, all necessary governmental permits and must, as a condition precedent to any installation of the subject matter of the Application, provide the Board of Trustees with true copies of such permits.
- B. All approved work must conform to applicable building codes and be performed by a licensed contractor. All contractors must file with the Board of Trustees, prior to commencement of any work, a certificate of insurance indicating general liability coverage in amounts and types satisfactory to the Board of Trustees and naming Whiting Station at Crestwood Homeowners Association, Inc. as an additional insured.
- C. The Applicant shall be responsible for any damage or injury that results to any building, person or property arising out of the installation of the subject matter of the Application.
- D. Upon completion of any work and/or installation of the subject matter of the Application, the Applicant shall be required, within ten (10) days, to file with the Board of Trustees, a Statement of Completion. The Board of Trustees shall have the option to require that a photo of the completed work be attached to the Statement.
- E. In the event the subject matter of the Application requires the replacement, relocation or repair of any building, shrubs, trees, plantings, irrigation systems, cable TV systems, electronic alarm systems or portions thereof, roadways, turf, or any other structure, the Board of Trustees shall have the right to require that the Applicant deposit funds with the Board of Trustees in an amount sufficient to cover the costs of such replacement, repair or relocation.
- F. All work required for the subject matter of the Application shall be commenced within forty-five (45) days of the date of approval by the Board of Trustees and completed within ninety (90) days from such approval, unless such time is extended by the Board of Trustees.
- G. All work activity necessary to complete the subject matter of the Application shall be limited to weekdays and Saturdays between the hours of 8:00 A.M. and dusk. Work is not permitted on Sundays.

(As Amended by Board of Trustees 6/13/2005)

- H. The Applicant during the course of any work and for a period following sixty (60) days from the filing of the Statement of Completion shall permit the Board of Trustees or

their duly assigned representative, to come upon the property of the Applicant, at a reasonable hour, for the purpose of inspecting the finished subject matter of the Application.

- I. In the event that the subject matter of the Application requires additional maintenance responsibilities on the part of Whiting Station at Crestwood Homeowners Association, Inc., the cost of such additional maintenance shall be the sole obligation of the Applicant and such costs shall be added to the Applicant's annual assessment.
- J. All architectural changes, modifications and additions, which receive consent by the Board of Trustees, shall strictly comply with standards and guidelines relating to such modifications or additions as may be adopted from time to time by the Board of Trustees.

CHAPTER VII

Section 1 — Personnel Hiring

Section 1 Personnel Hiring

- A. Employees shall be non-residents of Whiting Station Homeowners Association. (Approved by Board of Trustees 9/27/10)
- B. The Whiting Station Employee's Manual is the official document of Whiting Station in regards to Employees, employee benefits, and compliance with all State and Federal Laws.