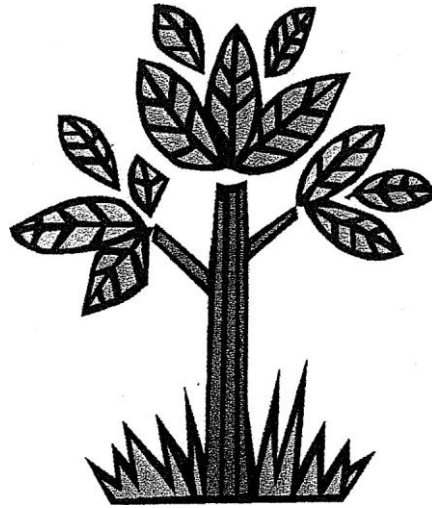


WEDGEWOOD PLACE

HOMEOWNERS ASSOCIATION



RULES AND REGULATIONS

ADOPTED: June 21, 2010

REVISED: July 18, 2022

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I. REFERENCES

- a. Declaration of Covenants, Conditions, and Restrictions for Wedgewood Place Homeowners Association, revised September 1, 2006.
- b. By-laws of Wedgewood Place Homeowners Association, revised September 2006.

II. FOREWORD

Rules and Regulations

The Rules and Regulations included in this document are those established by the Board of Trustees to supplement the requirements expressed in the references.

Compliance with these rules is not intended to regiment homeowners' actions other than to make sure that each resident shares in the opportunity of enjoying the common facilities of the Wedgewood Place community, to make sure that cost burdens are equitably applied, and to affect those conditions set forth in your deed-covenants and the by-laws.

It is the responsibility of each homeowner to maintain a copy of the Rules and Regulations as well as the documents listed under references. These documents are the foundation by which the residents of this Association find the guidelines for the maintenance of their homes and property as well as their general conduct as residents of Wedgewood Place.

If for some reason, a resident did not receive a copy of the above-mentioned documents, it does not relieve him/her from the responsibilities and rules of good order that have been established in them.

To discourage those residents who flagrantly disregard these rules, fines and penalties that may be imposed which will be added to the offender's next maintenance payment and treated accordingly. In all cases where a fine may be imposed, the offender will be notified and offered the opportunity to have a hearing by the Board of Trustees within thirty (30) days.

Should any of these rules cause a homeowner, because of physical handicaps or otherwise, any undue burdens, he/she should so advise the Management Company or Board President, who will, if appropriate, discuss the matter with the whole Board of Trustees to provide a solution.

Regarding all sections of these Rules and Regulations, before any revisions of the Rules and Regulations are enacted, the Board of Trustees must first determine if the proposed revision(s) impact the Declaration of Covenants, Conditions, and Restrictions or the By-Laws documents (references a and b) before these changes can be made. If there is an impact, these overriding documents must be changed before the change may be incorporated in the Rules and Regulations.

III. GENERAL INFORMATION

Wedgewood Place consists of 145 homes, a clubhouse, pool, bocce court, tennis court/activities area, and picnic area.

All owners of homes within the Wedgewood Place development will automatically be members of the Homeowners Association.

Permanent residents are restricted by covenant to adults, at least one (1) of whom is 55 years of age or over, and up to two (2) children, nineteen (19) years of age or over, if they reside with a parent.

No home or lot shall be used for any purpose other than as a private residence.

The members of the Board of Trustees are primarily responsible for the enforcement of all rules and regulations. Management and control of the affairs of the Homeowners Association will be vested to the Board of Trustees, which will consist of seven (7) elected persons; however, any resident may, "as a good neighbor," politely call attention to a rule infraction, either to the person violating the rule or in a written signed complaint to the President of the Board or the Management Company.

Observance of these rules by residents, their families, guests and employees of the resident is the responsibility of the owner(s). Violations will be called to the attention of the violating owner by the Covenants Committee and/or by the Management Company. Disagreement concerning violations will be presented to the Board of Trustees for action. If a fine is applicable, then the Management Company will see to its collection.

Should the nonpayment of any assessment result in legal proceedings, all costs including attorney's fees, filing fees, and other expenses incident to the enforcement of these rules will be paid by the residents found guilty of the violation in question. The Board of Trustees may post the names of the violators on the clubhouse bulletin board at its discretion.

The Board of Trustees has the legal responsibility to administer the affairs of the Wedgewood Place Homeowners Association and its entire property for the benefit of all the residents. This includes the preparation of an annual budget that will be available to all homeowners, setting fees for the operation and maintenance of the common areas and facilities.

1. Open meetings of the Board of Trustees are held on the third Monday of the month, unless otherwise announced. All residents are urged to attend these meetings not only to hear and understand the operational activities of our community but also to participate in the discussions at the end of each meeting and become an integral part of the Association's program. Activities will not be scheduled during these meetings.

2. Violation of Rules.

The board has the authority to make rules and regulations as may be necessary to carry out the intent of Declaration of Covenants, Conditions, and Restrictions or the By-Laws documents (references a and b in Section 1) and has the right to bring lawsuits to enforce the rules and regulations.

The Association shall have the power to levy fines against any homeowner(s) for violation(s) of any rule or regulation or use restrictions contained in the declaration of covenants or by-laws. The schedule of fines is listed in Section XI of this document.

Penalties may be levied against guests, and the homeowner will be jointly and severally liable with his guest for the payment of the fine. In the event the Association institutes legal action for collection of any fines, then the homeowner(s) will be responsible for payment of reasonable attorney's fees of the Association, plus interest and costs of the suit.

3. Assessment for Damages to Wedgewood Place Property.

Any individual or group causing damages to community property by misuse or breaking rules as herein set forth, e.g., burns, stains, breakage, sewer stoppage, etc., will be charged for repair and/or replacement. Groups involved in such situations will be individually charged on a pro-rata basis.

IV. RECREATION

The cost of maintenance for the recreational facilities and other commons facilities will be borne by all residents of the development and included in the monthly assessment. Homeowners will share recreational facilities owned by the Association with all Wedgewood Place residents, but not the general public.

A. Clubhouse and In-House Activities

1. Use of Clubhouse Facilities.

In order that residents derive maximum enjoyment from the clubhouse and its facilities, it is important that the following procedures be followed:

Note: Whenever the word "affair" is used herein, it is intended to mean private parties, social gathering, meetings, etc.

The facilities of the clubhouse are, primarily, for the use of the residents of Wedgewood Place. Their guests are welcome but must be accompanied by a resident and are expected to observe all rules.

- a. All persons must be properly attired to enter the clubhouse. Top covering and footwear must be worn. Boots, rubbers, and galoshes must be removed before entering the clubhouse.
- b. No animals, other than service animals, are permitted in the clubhouse.
- c. Furniture should not be removed from the clubhouse proper for outdoor activities.
- d. After use, the kitchen must be left in a clean and safe condition. All kitchenware should be returned clean to its respective cabinet and/or receptacle. The oven should be cleaned after each use.
- e. The last person or persons leaving the kitchen should turn off the lights.
- f. Exit doors must not be obstructed at any time. At all gatherings of ten or more people, these doors must be unlocked. Before leaving, all doors must be closed and locked.

2. Private Use of Clubhouse.

a. The Clubhouse is not to be used for political or religious meetings or services. The Main intention of the Clubhouse is for social gatherings, exercising, games, and meetings associated with Wedgewood Place business. The Clubhouse is owned by all Wedgewood Place residents. It is meant to be an inclusive and inviting environment for all.

b. The main room and the kitchen area in the clubhouse shall be available for private functions at all times, with the exception of when an Association sponsored function is taking place, for the benefit of all the residents of the community. No other rooms are available for rental. In the event the community pool is in operation during any rental function, no person from the rental function shall be allowed to enter the pool area as such rental does not include use of the pool by guests of the rental function. No person shall be permitted into the clubhouse from the pool area in swimming attire during a rental function, except to use the restrooms.

c. At a time not more than one (1) hour before the start of the rental function, the resident renter and a representative of the Association shall inspect the clubhouse (interior and exterior common property) and make written note of any observable damage after which each shall sign the report. Any observable damage not noted on the report during this inspection shall be deemed to have occurred during and caused by the rental of the clubhouse by the resident renter and shall be the responsibility of the member renter, unless it is shown that the damage was caused by circumstances unrelated to the rental function.

d. Immediately following the rental function, if practicable, but no later than the following morning, the resident renter and the Association representative shall conduct another inspection of the clubhouse. In the event observable damage is discovered which was not noted on the initial inspection, the member renter shall be personally liable for the damages noted which will be deemed to have occurred during and caused by the member renter's use of the facility, unless it is shown that the damage was caused by circumstances unrelated to the rental function.

e. Before receiving permission to rent the clubhouse, a \$300.00 security deposit shall be required in the form of cash or personal check. This deposit shall be held by an appropriate representative of the Association and shall be returned to the member renter following the inspection of the clubhouse facilities after the function, provided there has been no damage to the clubhouse attributable to the rental. If such damage (interior or exterior) is found, the cost of the repair and replacement shall be appraised, and that amount deducted from the deposit. Then the unused portion of the deposit, if any, will be returned to the resident renter. Should the cost of the repair or replacement exceed the deposit, the member renter

shall immediately pay over to the Association the excess cost. Failure to do so may result in a lien on the member renter's property at Wedgewood Place and may be collected as set forth in the Association bylaws.

f. A lessee of property within the Wedgewood Place community is permitted to rent the clubhouse facilities provided an owner of his or her unit signs the Rental Agreement and thereby takes full responsibility for compliance with its terms and the rules.

g. All rental functions are subject to the approval of the Board of Trustees. The Association reserves the right to terminate any rental that, in its sole judgment, is inappropriate or results in unlawful conduct or involves activities that violate the rules and regulations of the Association. If after being requested to do so, a member renter refuses to cease the inappropriate or unlawful conduct or conduct in violation of the rules and regulations of the Association, the resident renter shall forfeit the security deposit in the Association.

1. No function will be allowed that involves any activity prohibited by law. All federal, state and local governmental laws, regulations, and ordinances, including those concerning alcoholic beverages and fire safety will be observed and complied with by the member renter and his guests.
2. The capacity of the clubhouse is 185 persons. To exceed this number is a violation of law and a safety hazard. Residents who violate this provision will be subject to forfeiture of the security deposit.

h. In consideration of being allowed to use the clubhouse facilities for a private function, the resident renter will agree to indemnify, defend, and hold harmless the Association, its officers, trustees and/or agents from and against all suits, demands, claims, damages or costs of suits including attorney's fees made against them arising out of the member renter's or his or her guests use of the clubhouse facilities by reason of injury to persons or damage to property including any liability which results from the service of alcoholic beverages by the member renter or his or her agent to any person.

i. Parking for the rental function is permitted only in the clubhouse parking area and/or such other areas as may be designated by the Association.

- j. The resident renter will not attach anything to the interior or exterior walls of the clubhouse. No decorations of any kind shall be taped, stapled, nailed, or tacked to the walls of the clubhouse.
- k. The resident renter may invite non-residents of Wedgewood Place to the rental function; however, the member renter is responsible for insuring that all guests conduct themselves in a proper fashion and in a manner that will not disturb the use and enjoyment of other Association facilities and common elements by other members of the Association and their guests. A guest of the rental function is considered anyone the member renter permits into the clubhouse during the rental function.
- l. If the rental function is to be for a children's (under 18 years of age) party, there shall be one adult in attendance for supervision for every ten (10) children attending the event.
- m. The clubhouse is to be left in a broom-clean condition after the rental function, otherwise this will be accomplished by a cleaning service provided by the Association at a cost of \$75.00 to be paid in advance by the resident renting the clubhouse. This amount will be over and above the cost of the rental itself, which is set out in paragraph q of this section. This fee may be refunded if the clubhouse is cleaned to the satisfaction of the designated member of the Board of Trustees.
- n. The resident renter is responsible for and must ensure that all doors and windows at the facility are locked and that all lights are turned off at the end of the function.
- O. All rental functions must end, and the clubhouse must be vacated no later than 2:00 A.M.
- p. The resident renter will receive a copy of these rules and must acknowledge that he or she has read them and agrees to abide by them and to personally indemnify and hold harmless the Association as provided herein for all damage to the clubhouse by signing the form attached to these rules and marked as exhibit A.
- q. The fees for rental of the clubhouse facilities are as follows:
- 1). Main room, one hundred seventy-five dollars (\$175.00).
 - 2). Rental cleaning fee, seventy-five dollars (\$75.00).
 - 3). Returnable security deposit, three hundred dollars (\$300.00).

3. Library

Any resident may borrow books or magazines using the honor system. The borrower should date and initial the book that is borrowed so that the library coordinators can get an idea of usage in order to weed out those books that are not of interest to the residents.

Borrowers should not return books to the shelves; place returned books in the carton provided in the library.

The Library Committee accepts donations of books, old or new, as long as they are in good condition. Older books and duplicates may be donated to nursing homes, senior living homes, veterans and other military support organizations, etc., at the committee's discretion.

B. Outside Activities

1. Swimming Pool Rules and Regulations

These regulations pertain to the fenced-in area surrounding the pool and are intended to make the operation of the pool safe and pleasant for residents and their guests.

Calendar dates will change from year to year. Watch the Chronicle for exact dates of pool openings. Generally speaking, the pool opens on Memorial Day weekend and stays open until Labor Day. Exact dates are subject to change.

Hours of Operation:

Monday thru Friday	10:00 A.M. - 6:00 P.M.
Saturday, and Sunday	10:00 A.M. - 7:00 P.M.
July 4th and Labor Day	10:00 A.M. - 7:00 P.M.
Children's (under 12) hours	11:00 A.M. - 1:00 P.M. 4:00 P.M. - 6:00 P.M.

NO CHILD UNDER 16 YRS MAY BE ALONE IN THE POOL AT ANY TIME

Because no lifeguard will be present, if a child is found at the pool without the resident present, that resident will be fined.

GENERAL POOL RULES:

All residents must sign in when entering the pool area. Pool badges are required, and the badge number must be noted in the logbook, as well as the number of guest(s).

- Use of the pool is restricted to residents in good standing of the Wedgewood Place Homeowners Association and their guests. Guests do not need badges.
- A resident or another resident designated by the resident must accompany all guests to the pool. Let a pool committee member know who is responsible for your guests should you need to leave briefly.

ENTRY INTO THE POOL AREA WHEN CLOSED IS PROHIBITED:

- Only toilet trained children are permitted in the pool area (no diapers, pullups, or "swimmies").

SPECIFIC POOL RULES:

- Posted SAFETY RULES are to be observed at all times.
- Members of the Board of Trustees and members of the Pool Committee have the authority to use their own discretion to maintain pool safety and etiquette.
- During inclement weather, such as lightning and thunder, or other conditions hazardous to swimmers, board member or member of pool committee is authorized to close the pool. Under such circumstances, everyone must leave the pool area. The pool will remain closed for 45 minutes after the last clap of thunder or lightning.
- NO ball playing, rollerblading, or bicycles is permitted in pool area.
- NO smoking in pool area.
- NO alcoholic beverages in pool area.
- NO glasses, bottles, or glass containers in the pool area.
- DIVING IS STRICTLY PROHIBITED.
- NO running and/or horseplay permitted in or around the pool area.
- NO BLOCKING OF THE EMERGENCY SHUT OFF VALVE.
- Any person showing evidence of skin disease, sore or inflamed eyes, cold nasal or ear discharges, showing evidence of excessive sunburn, open blisters, cuts, bandages, or any communicable disease shall be refused admission.
- Stairs into pool must be kept clear at all times.
- Everyone is required to shower before entering the pool.
- Children may use swimming aids attached to their arms or backs, but NO rafts, Frisbees, etc. are permitted in the pool area. Small kick boards and noodles are allowed in the pool.
- Reserving chairs and/or tables is prohibited.
- Playpens, baby coaches may not be brought into the pool area. Strollers for infants are permitted.
- NO pets, except service animals, shall be permitted inside pool area.
- NO food is permitted in the pool area. Food is permitted in the picnic area only.
- ALL residents are expected to clear/clean the tables. Pool chairs and lounges re to be placed back in the order in which they were found.
- ALL tables with umbrellas will be placed in and stay in the open pool area. ANY resident or guest whose act caused the pool to be drained will incur the cost involved.

- ALL persons using the pool and facilities do so at their own risk—
- Wedgewood Place Homeowners Association assumes NO responsibility for any accident, personal injury, or damage to or loss of personal property, resulting from the negligence of the person(s) involved.
- ONLY authorized persons are allowed in the pump house.
- Homeowners are responsible for the actions of their guests and should see to it that their guests are aware of the rules as posted.
- NO bare feet are allowed in clubhouse and some type of cover-up must be worn over bathing suit while in clubhouse.
- ALL bathers must wear swimming apparel. NO cut-offs or clothing permitted in the pool.

SUSPENSION OF POOL PRIVILEGES

- In all matters regarding the use of the pool, the Board of Trustees and members of the pool committee have the authority to enforce all rules pertaining to safety and the operation of the pool.
- Any violation of these rules and regulations or causing a disturbance of any kind may result in the suspension of pool privileges. Owners are responsible for the actions of their guests and tenants and any damages caused by their guests and/or tenants. All rules and regulations contained in the Wedgewood Place Homeowners Association By-laws are applicable.
- All pool privileges will be suspended for any homeowner when monthly maintenance fees, legal fees, assessed fine(s) or special assessments are delinquent.

NOTE:

- State requirements are that the pool gate be closed except for entering and exiting pool. Please be sure it is closed and properly secured behind you.
- To keep the pool furniture looking nice, please spread out a towel on the chaises and chairs before using.
- Any problems occurring at the pool are to be addressed to a member of the Board of Trustees or a member of the Pool Committee.

V. WEDGEWOOD PLACE MAINTENANCE

1. SERVICES PROVIDED

Care of Living Items

Lawns and Common Grounds

Fertilizing,

Mowing

Edging

Excluded: Mosquito control

Snow Removal: Over 4" accumulation

Driveway

Sidewalk

OTHER SERVICES OF THE WEDGEWOOD PLACE ASSOCIATION

Maintain the physical properties of the clubhouse, swimming pool, and all other recreational facilities. Publish a newsletter.

Prepare and control yearly budget, purchases, and accounting.

Schedule regular and special meetings for the benefit, information, and action of the Wedgewood Place residents.

2. SERVICES NOT PROVIDED BY WEDGEWOOD PLACE.

Sidewalk repair, except common ground.

Spraying for fungi

De-thatching and over seeding lawns

Snow removal in street. (Township's responsibility) Termite and insect control.

Control of any water problems on private property. All home maintenance and repairs.

VI. PROPERTY INFORMATION

1. Architectural Control

Article III, Section 3 of the Declaration of Covenants, Conditions, and Restrictions for Wedgewood Place Homeowners Association requires, in part:

- (a) There may be no obstruction of access to any Common Property.
- (b) No resident may build, plant, or maintain anything upon, in, over, or under the property without the prior written consent of the Covenants Committee, except that a homeowner may plant flowers, trees, shrubbery, and gardens as described in section B.3 (Plantings) of this document (see page 16).
- (c) Owners may not paint or otherwise decorate or change the appearance of any portion of the exterior of their house except for seasonal decorations or displays without the prior written approval of the Covenants Committee.
- (d) Each homeowner agrees to maintain slope areas on his/her property in such manner as to prevent soil erosion and to maintain slopes, banks, scales, and drainage ways located on said lots for the preservation of designated drainage patterns over his lot, surrounding Lots and Common Properties. Each homeowner further agrees that he will not in any way interfere with any established drainage patterns.
- (e) No clothes, sheets blankets, laundry of any kind or any other articles may be hung out or exposed on any part of the property.
- (f) No animals, livestock, or poultry of any kind may be raised, bred, or kept on any lot except that a maximum of two (2) dogs and/or cats or other usual household pet may be kept. No pets shall be permitted to run free at any time. All pets must be kept on a leash with a maximum of six (6) feet. Pet droppings must be picked up and disposed of in appropriate trash receptacles. Doghouses and other outdoor shelters are prohibited.
- (g) Residents are prohibited from offering food to any wild animals (including feral cats) and from using any other means to attract them. Birds are the only exception. A maximum of one bird feeder per household is allowed for feeding them.
- (h) No motor vehicles, including but not limited to mini-bikes, snowmobiles, and motorcycles, may be driven on the open space portion of the Common Property by any homeowner or guest.
- (i) No above-ground swimming pools may be erected upon any lot.

(j) No resident may replace a lawn with artificial grass, plants, other artificial vegetation, or alternative ground cover, such as decorative stone, impervious material, gravel or other similar landscaping material. Use of such materials will be limited to areas allowed by the planting guide or other rules and regulations (see page 16).

(k) No unsightly weeds, underbrush or other vegetation may be allowed to grow or remain on any lot, and no refuse pile or unsightly objects may be placed, remain, or accumulate on any lot. In the event that any homeowner fails or refuses to keep his property free of unsightly weeds, underbrush, or refuse piles or other vegetation or objects, then the Homeowners Association may enter upon the property and remove the same at the sole cost and expense of the homeowner.

(l) No noxious or offensive activities may be carried on, in, or upon the property or in any home nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other residents or which interferes with the peaceful possession and proper use of the property by its residents. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the property must be observed.

(m) No lot may be used or maintained as a dumping ground for rubbish. Trash, garbage, and other waste must be kept in sanitary containers. All containers or other equipment for the storage or disposal of such materials must be kept in a clean and sanitary condition, either in the garage or behind screening approved by the Covenants Committee.

(n) No resident may use or install air conditioning units through exterior modifications of the dwellings or through window openings. The only air conditioning units that are permitted are those units that are considered central in nature and installed on a slab outside of the actual residential structure.

(o) No fabricated fence, hedge, or other growing fence may be erected or planted.

(p) Any and all improvements to dwellings constructed or erected upon any lot must be of a quality of workmanship and materials substantially in the same or better than those originally constructed.

(q) No commercial vehicles may park overnight. No boats, trailers, campers, mobile homes, or trucks may be parked on any part of the property except (i) in areas specifically designated for such purposes by the Homeowners Association, and (ii) for those vehicles temporarily on the property for the purposes of servicing the property itself or one of the homes.

- (r) No homeowner may build or use on any lot at any time a structure of a temporary character, trailer, tent, shack, garage, barn, storage shed, whether manufactured or constructed, or any other outbuilding, either temporarily or permanently.
- (s) Each homeowner and tenant must maintain each residence in a safe, clean, and sanitary manner, in good order and repair and in accordance with all those covenants, conditions, restrictions, rules and regulations as may apply to each residence.
- (t) No building, fence, wall, walkway, excavation, or grading operation, or other structure is permitted.
- (u) Bird baths are not allowed due to health considerations and sanitary reasons.

2. Plantings

It is the responsibility of the residents to trim and prune their personal plantings. Overgrown shrubs present an unsightly appearance in an otherwise lovely community and also impede the lawn mowing crew in their effort to do a good lawn job. If these personal plantings are not trimmed, the Association will do the trimming and charge the resident on a time basis. Owners may not build or plant any additions in any manner without prior consent and/or agreement with the Covenants Committee except for landscaping as set forth in the following manner.

- a. If your home is fifteen (15) feet or less from an adjoining home, plant three (3) feet from your foundation.
- b. If your home is greater than fifteen (15) feet, plant no more than five (5) feet from your foundation.
- c. You may plant two (2) feet on either side of your sidewalk entrance only.
- d. You may plant seven (7) feet in front of your home.
- e. You may plant five (5) feet in the rear of your home.
- f. You may plant two (2) feet along your deck and patio not to exceed four (4) feet above ground level.

Low grading shrubs do better than grass near the foundation. They should be planted about two feet from the wall, so they receive some sun and rain, but be careful of underground wires and sprinkler lines when digging. Despite the granting of this permission, any damage done to sprinkler and/or utility lines, will be charged to the homeowner.

- g. No planting is permitted along driveways.
- h. Addition of trees to any homeowner's property, except for foundation planting as previously outlined, is strictly prohibited.
- i. Replacement of any existing tree, living or not, to any homeowner's property must be approved by the Covenants Committee.
- j. Removal or cutting down of live trees on common property is prohibited.
- k. Planting in the common area property adjacent to a homeowner's property is prohibited; however, it may be permitted under limited circumstances and only with the prior approval of the Covenants Committee. This may include replacing a dead or unsightly tree or shrub or planting a flowering shrub or plant to improve the appearance of the community, only if such planting will not interfere with maintenance.
- l. A maximum of one bird house is allowed to be hung from a tree. It must be at a minimum height of 6 feet from the ground in order to allow safe passage of lawn cutting crews.
- m. The removal of front yard lawn trees needs to be approved by Covenants. When a front yard tree needs to be removed due to damage, disease, or bugs, it will need to be replaced with a similar tree or one recommended by the Homeowners Association/Covenants which may require a Township permit.
- n. Two (2) statues, figurines, or other ornamentation (such as wheelbarrows, windmills, etc.) will be allowed in the designated 7-foot planting area in front of the house.
- o. A total of four (4) flowerpots will be permitted in the concrete area in front of the steps leading to the driveway that may include one pot on each side of the garage entry.

UTILITY BOXES

- p. Digging around utility boxes is very hazardous; there may be wiring buried as little as 12 inches below the surface. The homeowner will be responsible for any damage to this wiring or the equipment that the planting may cause.
- q. Should the utility company involved find it necessary to access its equipment, they have the right to remove any planting hindering that access without recourse.
- r. Suggested planting is evergreen that remains less than three (3) feet in height.

- s. Shrubs must be maintained and trimmed to prevent an overgrown appearance.
- t. Edging the planting area with pavers is suggested.

3. Garbage Removal

Do not place containers out by the curb any earlier than 6:00 P.M. on the evening before the scheduled pickup day, which is normally Friday.

Recyclables are normally picked up on alternate Monday mornings.

For removal of any bulky objects (appliances, etc.) not considered household garbage, make arrangements with the township Department of Public Works.

Containers placed for collection must not weigh more than 50 pounds.

Garbage and recyclable containers must be stored in your garage or on the side of your home concealed by one of the following:

- a. An evergreen tree or bush planted in a container or in the ground, which is not less than 24 inches in diameter and not less than 36 inches high at time of planting.

OR:

- b. A utility privacy screen constructed of wood or vinyl lattice. The size of the screen shall be not less than 30 inches wide and 48 inches high. The mesh or openings in the lattice shall be a maximum of 2% inches square. Each end of the screen will be securely anchored to the ground using metal or treated wood posts.

4. Snow Regulations

During snow alerts, the parking of vehicles on streets should be eliminated until the falling of the snow has ended and the roads and streets have been plowed.

Cars parked in the street cause loss of momentum to the snowplows and possible damage to the parked cars.

Where cars are parked in driveways, there will be no return trip to remove snow accumulation.

For accumulations of less than four (4) inches, Brick Township will salt, but not plow roads. For accumulations of more than four (4) inches, streets will be plowed. Snow removal by the Wedgewood Place contractor will not commence until the Township has completed their

plowing. The Wedgewood Place contractor will remove snow in excess of four inches as directed by the Association. This will include all driveways, parking areas, common sidewalks, and residential walks from front steps to driveway. Paths will be cleared in front of and behind all mailboxes and fire hydrants.

For accumulations less than three inches, snow and ice will be removed if the Association considers this to be a safety hazard.

Potassium and magnesium chloride may be applied to sidewalks and driveways as deemed necessary by the Building and Grounds Committee.

5. Motor Vehicles

No motor vehicles, including but not limited to mini-bikes, snowmobiles, and motorcycles, may be driven on the open space portion of the common property by any owner or guest.

6. Pets and Owner's Responsibility

No animals, livestock or poultry shall be raised, bred, or kept on any lot except that a maximum of two (2) dogs or cats, or other household pets may be kept. Doghouses and other shelters are prohibited.

No pets will be permitted to run free at any time. All pets must be leashed with a maximum of six (6) feet.

Residents should not tether their dogs on their lawns or merely let their pets roam at will over their lawns and those of others, thereby fouling up the area with droppings. Mowing crews will not mow such fouled lawns. Do not guide pets to the shrubs belonging to the Association. Besides being an affront to neighbors, the Association must replace shrubs and grass killed by dog urine, ultimately raising the maintenance costs to all residents. The cost of all repairs or replacements, both to common property as well as private homeowners, will be borne by the pet owners found responsible.

NOTE: Dog droppings should be put in your trashcans and not in catch basins or storm drains. Violators will be referred to the Health Department and fined.

7. Supervision of Children

It is every resident's obligation to see that friends, children, and grandchildren observe Wedgewood Place rules and regulations. If children or grandchildren are to be entertained with Wedgewood Place-provisioned facilities such as the swimming pool, shuffleboard court, poolroom, etc., the rules expressed in these Rules and Regulations as well as in the reference documents must be observed.

8. Parking

RV Parking. The designated recreational vehicle parking lot on Byron Rd. is for the exclusive use of recreational vehicles only and requires prior approval of the Board of Trustees. A recreational vehicle is defined as a motor home or a commercially manufactured travel trailer designed for camping with living quarters that contain a kitchen, bath, and sleeping area.

In addition, there are two (2) spaces provided, with appropriate signage, for recreational vehicles in the clubhouse parking lot. These spaces are for emergency use only and require prior approval by the Board of Trustees.

Parking of any other vehicles and/or other type trailers in the recreational vehicle parking lot is prohibited.

Street parking. All homeowners are advised that the parking of certain vehicles, between the hours of 9:00 P.M. and 6:00 A.M., on any street within the Township of Brick is a violation of municipal ordinance 288-8 and its subsequent amendments.

The ordinance reads in part "no person shall park any bus, mini-bus, tractor, trailers of any type, including by way of illustration but not of limitation, trailers for boats, personal watercraft, garden maintenance equipment, motorcycles, and containers or equipment as well as cabs and all trucks having a net weight of more than four tons on any street or right-of-way within the Township of Brick between the hours of 9:00 P.M. and 6:00 A.M."

Tour parking. Residents are encouraged to leave their cars at home when departing on tours from the clubhouse. If a vehicle is necessary to depart from the clubhouse, it is requested that the vehicle be parked in the rear in the designated areas.

Common property . No unlicensed, unregistered, or uninsured vehicle may be parked on common property.

9. Streets

The streets are owned and maintained by the Township of Brick. Any problems with the streets in the community are not the responsibility of the Association and should be reported to the Township of Brick Public Works or Roads Department.

10. Carbon monoxide detectors

To comply with the national fire code, Brick Township has enacted an ordinance, which requires the installation of a carbon monoxide detector in all residential structures containing a fuel-burning appliance (i.e., a gas-fired heating system or a gas-burning fireplace) and/or an attached garage. Residents are strongly urged to purchase and install a carbon monoxide detector if there is not one already in the house. One must be installed before the sale of a house.

11. Emergency Natural Gas Generators

Natural Gas Generators for residences are permissible, but must meet Brick Township codes, permitting process and the specific manufacturer's installation guidelines. *(Consult Covenants Committee when initially considering the installation of a Generator. The applicant will receive a Generator Checklist at that time.)*

Wedgewood Place Covenants' applications will be reviewed on a case-by-case basis. Consideration of location, adjoining lots, generator orientation, noise levels and aesthetics will be part of the approval process. (The intent is to be as fair as possible to the applicant and surrounding neighbors.)

Potential locations are:

- Side of the house
- Back of the House
 - Outside perimeter houses
 - Houses with backyards facing other backyards

The stationary Generator shall be installed on a concrete pad as per the manufacturer's recommendations. Exterior utility lines and boxes (gas and electric) shall be kept to a minimum. This might require that lines be routed through the basement. As per current codes and manufacturer's recommendations, the Generator shall be no closer than 18 inches from the house, or as close as reasonably possible. It shall be no less than 5 feet from any window, door and vent opening into the house. (Aesthetics and safety consideration may require additional shrubs or barriers.)

The generator shall be connected to the electric house wiring through a transfer switch (to prevent feedback to power lines), which shall be installed per all applicable codes and inspected by appropriate Brick Township Code officials.

Routine testing of the Generator is limited to weekdays between the hours of 10am and 4 pm.

VII. Additions Allowed

Family Room Addition. After Covenants Committee approval, the homeowner or contractor must obtain a building permit.

Room additions are permitted on the Wedgewood model constructed without a family room and may not exceed the width or length of the original residence.

Materials used for room additions must be consistent in style and coloring with the materials used in the original construction and the roof must reflect the pitch of the existing structure.

Deck and Patio Addition

The maximum size of a deck is limited to 10 feet in depth from the foundation and 20 feet in width or 10 feet in depth from the foundation and 15 feet in width. Deck enclosures or covering are not permitted.

Submit a copy of original survey with drawing showing location, all dimensions and distance to setback from all property lines.

Materials must be treated lumber, or other suitable weather resistant building products.

The maximum size of a patio is limited to 10 feet in depth from the foundation and 20 feet in width, or 10 feet in depth from the foundation and 15 feet in width. The patio cannot extend beyond the side of the building. A township permit is not necessary for a patio.

A homeowner may have both a deck and a patio, size as follows:

10'x20' deck with a 10'x15' patio or
10'x15' deck with a 10'x20' patio

For Wedgewood models constructed without a family room, the deck size may exceed the above listed deck sizes to make use of the space normally utilized by the family room.

Awning Additions. Awnings to provide cover for a deck and/or patio are permitted as long as they are fully retractable and not a permanent structure. Window awnings are not permitted.

A bench or container that may be used for storing items on a deck or patio is permitted under the following conditions.

It must be placed on the surface of the deck or patio. In no case may it be located on any other location on the property.

Only one such item is permitted per household.

Dimensions are limited to a maximum of 30 inches in height, 30 inches in depth and 54 inches in width.

Item must be of outdoor furniture quality and appearance.

IX. SELLING YOUR HOME

A. Important Information

1. Transfer of Ownership

No owner shall sell, give, devise, assign, or transfer title, interest or leasehold to his or her residence prior to making full disclosure to the Association of his or her intent to make said transfer, and until said owner receives written assurance from the Association. If leased, the Association must approve the lease, and the lease must provide that its terms are subject to the covenants, restrictions, bylaws and rules and regulations of the Association.

The intention of the Association is to strictly maintain a community providing for and meeting the needs of those people 55 years of age and older.

PURCHASE: No member of the Association shall be less than 55 years of age; provided however, that in the event husband and wife own a residence, as tenants in the entirety, only one owner must meet the requirements of this article. No transfer as described shall be made to any prospective purchase or to any person less than the age of 55, subject to the exception herein.

CHILDREN: No sale, gift, devise, lease, assignment, pledge, or transfer shall be made, by an owner of a residence to any prospective transferee who has or shall intend to have residing in the residence a child or children under the age of 19 years, as a member of a family or any other relationship other than a temporary visit of 29 days or less nor more than a total of sixty (60) days in a calendar year. (See ref a, Article IV, Section 5.).

IMPORTANT NOTE: No sign of any kind shall be displayed to the public view on any Lot except for 1 For Sale or For Rent sign (24" by 24" maximum) applied only to the inside of a window. However, the seller's realtor may place one Open House sign, no larger than 30" x 24", at each entrance to the community during an Open House showing. These signs may contain the address of the open house. No other signs are allowed. These signs must be removed at the conclusion of the open house, but no later than 5:00 P.M. of the day of the open house. Balloons may be attached to the mailbox of the house being shown which must also be removed by 5:00 P.M.

2. Reselling a Home

Prior to selling a home (when the owner has the initial accepted signed contract in hand), it is the homeowner's responsibility to notify the Homeowners Association of

the pending sale and to see that the purchaser has a copy of references a and b and the Rules and Regulations which are in effect at the time of the sale of the home.

3. Homeowner's Resale/Lease Responsibility.

It is the obligation of the seller to complete a copy of the Homeowners Resale/Lease Form and file it with the President of the Board of Trustees.

WARNING: Should a homeowner or a sales agent engaged by the homeowner, sell the home and carelessly or deliberately fail to transmit all this information, any legal action by a purchaser may be against the seller', the Wedgewood Place Homeowners Association assumes no responsibility.

B. Advice to Purchaser

A. \$1,500.00 nonrefundable membership fee is required. The purchaser will also receive monthly maintenance fee information by mail from the management company. The monthly maintenance is due the first of the month and payable to Wedgewood Place Homeowners Association.

New residents should obtain their swimming badges, clubhouse swipe cards/ key fobs, copies of references a and b from the seller of the house. If any of these were not obtained from the seller, they may be obtained from the Management Company for a fee.

B. All new homeowners must reside in their homes for a period of three (3) years before being permitted to lease, rent, lease with option to purchase, or otherwise grant to any person any rights to use or occupy the home.

X. PUBLICATIONS

A. The Chronicle

The Wedgewood Place Association publishes a monthly bulletin, the Chronicle. It contains information on activities in Wedgewood Place, editorials, and advertisements, the latter to cover the cost of the publishing. The designated Board trustee will review all issues before publication. Residents receive this paper free of charge.

B. Wedgewood Place Telephone Directory

When the phone book is due for an updating, an advisory notice will appear in The Chronicle telling residents whom to contact with any new numbers or changes to the current listing. Each resident is entitled to a copy of this directory.

C. Bulletin Boards

Residents may post notices on our bulletin boards in the clubhouse. The Publicity Committee and the Board of Trustees will monitor the bulletin boards. Any inappropriate item(s) will be removed.

X. VOTING

A. General Information

As provided in references a and b, selection of and term of the Board of Trustees shall be regulated by the bylaws.

The Board of Trustees will consist of seven (7) elected members to serve a term of three (3) years. Elections for trustees shall take place as provided in the bylaws.

Each residence will be entitled to one (1) vote at the annual meeting of the Association. Each residence will have the right to vote for a trustee to represent him/her at all Board of Trustee meetings.

XI. FINES AND PENALTIES

The Board of Trustees has established the following schedule of fines and penalties: The minimum fine for the first violation is twenty-five (\$25.00) dollars. The second week, a fine of fifty (\$50.00) dollars shall be imposed. For the third week, and each week thereafter, a fine of one hundred (\$100.00) dollars shall be levied

ADDENDUMS

CLUBHOUSE RENTAL AGREEMENT

I, _____, residing at _____, state that I am the owner of _____ and a member in good standing of the Wedgewood Place Homeowners Association, and in consideration of the Association's allowing me to rent the clubhouse facilities, specifically the room(s) known as _____ on _____ for a period of ____ hours for a private function to consist of a _____, I agree to pay the sum of \$_____ in advance by cash or personal check and further agree to defend, indemnify, and hold harmless the Wedgewood Place Homeowners Association, its officers, trustees, and/or agents from and against all suits, demands, claims, damages, or costs of suits including attorney's fees made against them arising out of my or my guests' use of the clubhouse facilities by reason of injury to person or damage to property including any liability which results from the service of alcoholic beverages by me or my agents to any person.

I acknowledge that I have been given a copy of the rules concerning the rental of the clubhouse and that I have read and understood them, and I further acknowledge that the rental is subject to those rules.

I further agree that I and my guests will abide by those rules. I understand that any damage not noted on the Initial Inspection Report will be deemed to have occurred during the rental function and to have been caused by my use of the facility (unless it is shown that the damage was to circumstances unrelated to my rental) and that I will be responsible for the payment of the cost of repair or replacement of any item(s) damaged and to return the facility in the same condition as it was in when the rental function began.

I further understand and agree that a deposit of \$300.00 will be made by me to the Association which will be used to defray the cost of any damages sustained in the clubhouse facility during the rental. If the cost of the damage exceeds the deposit, I promise to pay such excess immediately and understand that my failure to do so may result in a lien being placed against my property to the extent of such excess cost.

I further agree to pay at the signing of this agreement, a non-refundable fee of \$75.00 to cover the costs of cleaning the rental facility following my use.

By signing below, I hereby indicate my acceptance to all the above terms and certify to my status as an owner of property with the Wedgewood Place community, Brick, N.J.

Signed:

(Date)

(Resident/Owner(s))

(Witness)

**WEDGEWOOD PLACE HOMEOWNERS ASSOCIATION
COVENANTS COMMITTEE ALTERATIONS APPLICATION**

Member: _____ Application Date: _____

Address: _____ Block # _____

Phone# _____ Lot# _____

Model _____ Optional Family Room: Yes () No ()

APPROVAL REQUESTED FOR (Check One)

Exterior Addition	()	Circle One:	Room	Deck	Patio
Install Retractable Awning	()		Planting change		()
Exterior Alteration	()		Lawn Installation		()
Exterior Foundation Painting	()		Replace Windows		()
Exterior Painting Door and Shutters	()		Replace Exterior Framework		()
Replace Roof	()		Other		()

Contractor's Name, Address and Telephone Number: _____

I. Description of Work: Specify location, materials, dimensions, and all relevant information pertaining to this project for the committee's consideration.

Application must include:

A. A sketch or diagram of the proposed work and a copy of your original surveyor's map.

OR

B. A survey if the ground is to be broken outside the unit's three-foot perimeter: (any excavation in keeping with the N.J. Statutes 2C: 17-4 and 2c: 17-5 requires the notification of the Underground Utilities Mark-Out company at 1-800-272-1000 between 3 and 10 days prior to the commencement of any excavation).

II. Project will COMMENCE on or about _____

And is to be COMPLETED on or about _____.

III. When non-compliance with the requirements of this application or a violation exists, fines may be imposed in accordance with the Association's governing documents.

IV. Be it understood that under the terms of the by-laws, maintenance standards and rules, the Covenants Committee is responsible for the arrival of all applications. All members, by reason of their Purchase Agreement, have agreed to accept the committee's determination. Be it further understood that when required, the homeowner's contractor must obtain a township permit. Said permit must be prominently displayed.

V. The Association's consent to the alteration or addition request does not in any manner relieve the applicant member from abiding by the **Brick Zoning Ordinance or Building Code** which applies to the above referenced **BLOCK** and **LOT** numbers.

VI. The association assumes no responsibility, written or implied, for the member's conformity or non-conformity to said Zoning Ordinance or Building Code. All of the above requirements are the sole responsibility of the homeowner applicant.

VII. Site cleanup, restoration and repair of any damage to common Land, streets, sidewalks, or any other construction areas are the sole responsibility of the homeowner applicant. Upon completion of all work, the Covenants committee must be notified for FINAL INSPECTION. It is recommended that final contractor payment be withheld until this final inspection is completed.

HOMEOWNER'S SIGNATURE _____

PLEASE DO NOT WRITE BELOW THIS LINE - FOR COMMITTEE USE ONLY

Decision rendered on: _____

Approved: ()

Disapproved for Reason listed below: ()

Approved with stipulation below: ()

Returned for additional information: ()

COMMENT _____

Committee Chairman's Signature

COVENANT'S COMMITTEE:

Application Received: _____ Work completed _____

Application Approved: _____ Disapproved: _____

Covenant's Committee Work Inspected by and Date: _____

Resident's Signature on Work Inspected **X** _____

**WEDGEWOOD PLACE HOMEOWNERS ASSOCIATION
INSTALLATION WAIVER**

DATE: _____

NAME(S): _____

ADDRESS: _____

In consideration of the approval of the Board of Trustees, Declaration of Covenants, Conditions, and Restrictions, and By-laws, and other goods and valuable consideration, I/we, the unit owner(s), our heirs, and assignees do hereby agree to indemnify and hold harmless **Wedgewood Place Homeowners Association** for any and all damage and/or liability maintenance and/or service responsibility, directly or indirectly from the installation of

Where any maintenance, service, repair, or replacement is necessary as a result of

the cost will be borne by the unit owner(s).

In further consideration, the unit owner(s) waive any claim against **Wedgewood Place Homeowners Association** for maintenance, service, or repair and damage and/or liability which results from the installation of

Unit owner(s) will not remove or modify the said _____
without prior written approval of the Board of Trustees.

Unit Owner Signature

Date

Unit Owner Signature

Date

**WEDGEWOOD PLACE HOMEOWNERS ASSOCIATION
HOMEOWNERS RESALE/LEASE FORM**

The following information is submitted to the Wedgewood Place Board of Trustees for approval of the resale or lease of a property located in the community of Wedgewood Place:

1. Names(s) of present owner(s): _____

2. This is a resale ___ Lease ___ (Please check one).

3. Address of property to be sold or leased:

4. Names(s) and age(s) of prospective owner(s)/lessee(s): (Copies of proof of age must be submitted with application, e.g., Driver's License, Passport, Birth certificate, etc.)

Signature(s) of Seller(s): _____ Date _____

_____ Date _____

DO NOT WRITE BELOW THIS LINE. BOARD USE ONLY

APPROVED: _____ Date _____

DISAPPROVED: _____ Date: _____

REASON FOR DISAPPROVAL: _____
