

WINFIELD MUTUAL HOUSING CORPORATION *MEMBERS HANDBOOK*



Photo Courtesy of J. Dickert

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FOREWORD

The infamy associated with the construction of Winfield resulted in a special Senate investigation, chaired by Senator Harry Truman, to **"establish and fix responsibility for the outrageously inept planning, construction and supervision of the 700 home carved out of Linden and Clark property, and financed by the Government at a cost exceeding \$4,500,000."**

The November 30, 1942 Life Magazine article captioned **"TRUMAN COMMITTEE EXPOSES HOUSING MESS"** depicts the deplorable condition of the "completed project". Flooded cellars, leaking roofs, makeshift stoops, inadequate waterproofing, buckled floors and total absence of grading and landscaping.

The contractor Clifford T. McEvoy and his associates were indicted and found guilty.

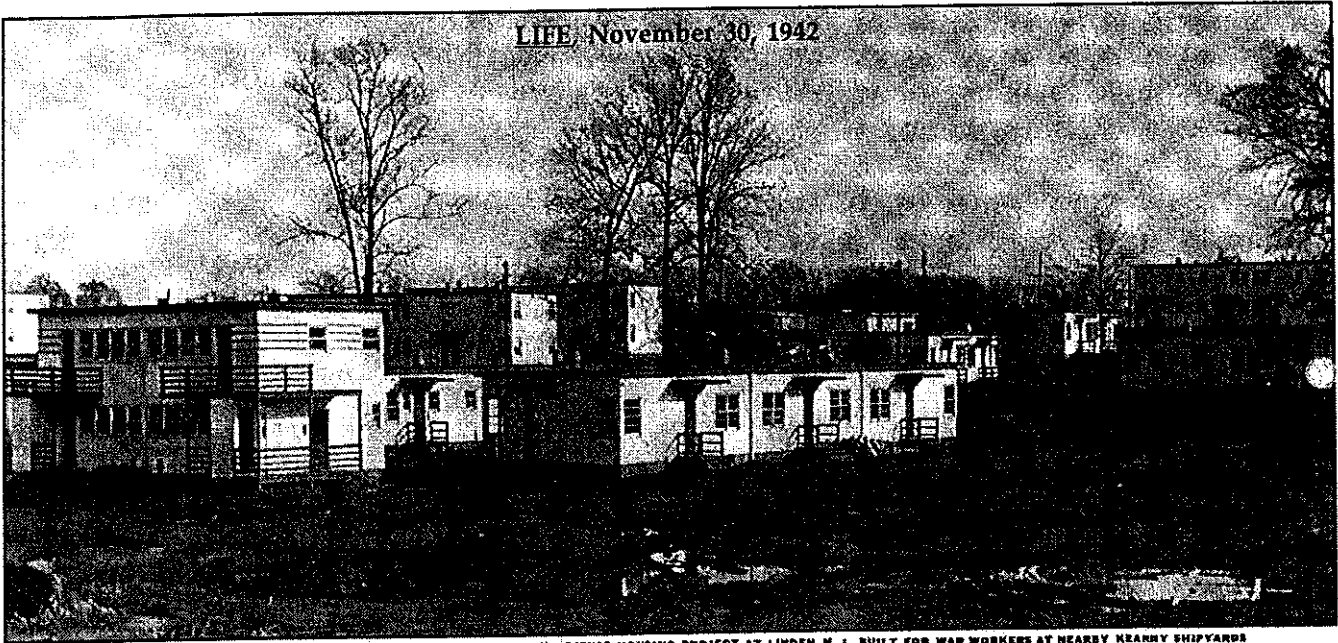
Since this inauspicious beginning our town triumphed. We prospered and flourished and now proudly proclaim, without reservation, that

WINFIELD

IS THE MOST PROGRESSIVE

COMMUNITY IN THE STATE

LIFE, November 30, 1942



THIS IS THE DREARY, EARLY CONSTRUCTED 700-HOME WINFIELD PARK DEFENSE HOUSING PROJECT AT LINDEN, N. J., BUILT FOR WAR WORKERS AT NEARBY KEARNY SHIPYARDS

TRUMAN COMMITTEE EXPOSES HOUSING MESS

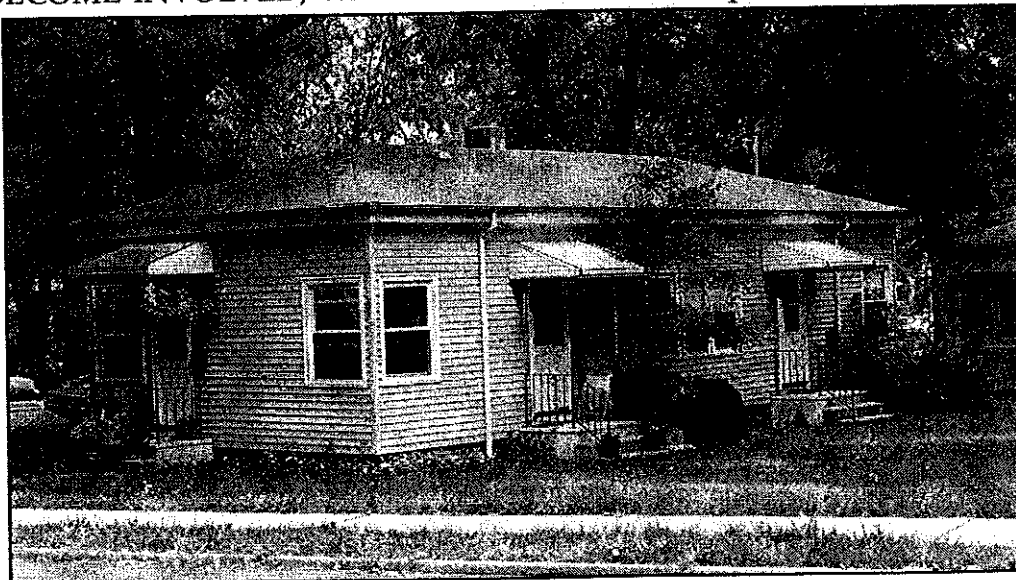
Last week in Washington the Truman Committee, special Senate group investigating the National Defense Program, opened public hearings on a case involving the Winfield Park Defense Housing Project (see above) at Linden, N. J. These hearings are to establish and fix responsibility for the outrageously inept planning, construction and supervision of the 700-home project financed by the Government to house war workers from nearby Kearny, N. J. shipyards. To date it has cost the U. S. nearly \$4,500,000. One-bedroom apartments cost as high as \$8,274 and

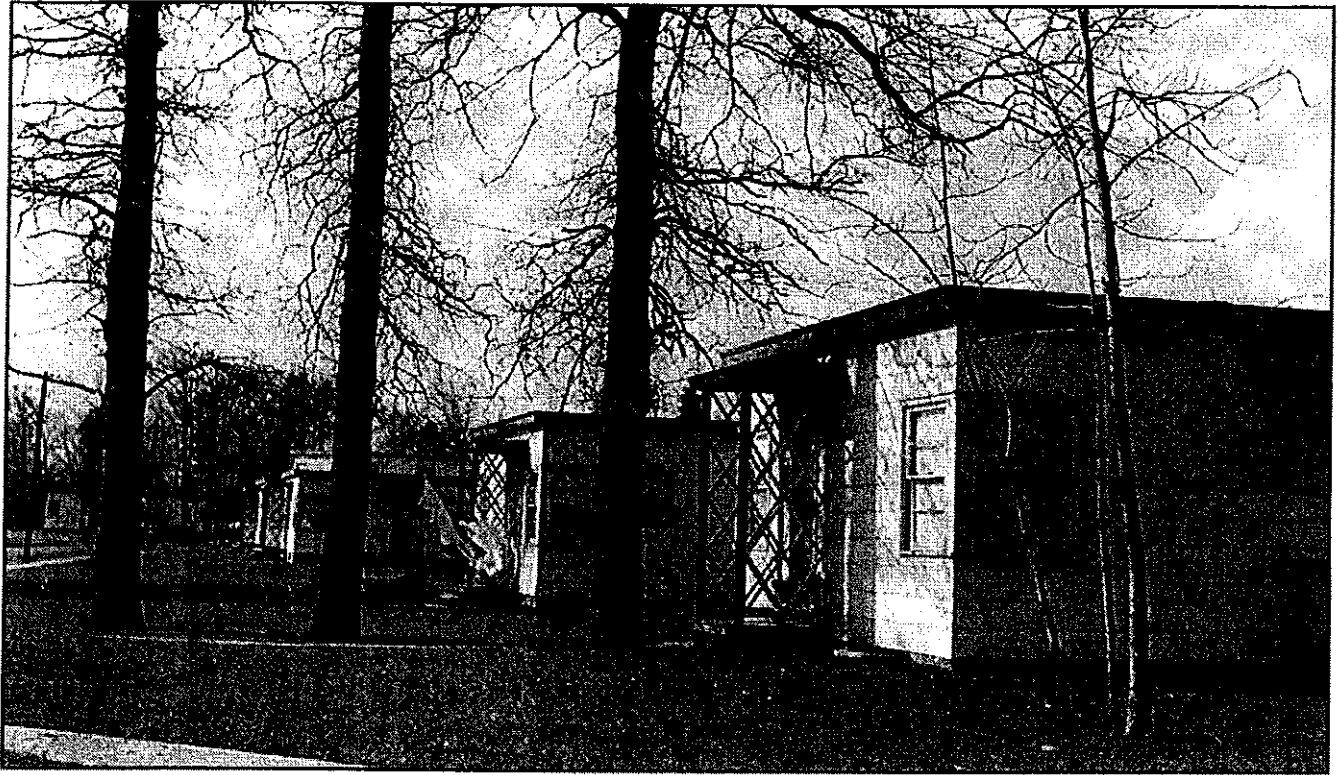
it will take a minimum of \$100,000 to make the unit habitable: even then it will be below FHA standards. This project, supposedly completed, is already falling apart. A good wind would rip the tar-paper roofs off and the cellars have been condemned by the Board of Health. Only a few hundred of the dank, dreary soapbox hungalows are inhabited and because of specific conditions pictured on this and the following pages, many tenants have refused to pay rent.

The Truman Committee assigned H. G. Robinson, former FBI agent, to make an investigation. Early

this month, accompanied by a LIFE photographer, Robinson returned to Linden to make an "on-the-scene study." Some of the evidence, shown on these pages, was so damning that when Robinson reported to Hugh Fulton, the Committee's chief counsel, he advised immediate public hearings on the scandal. Fulton requested and received LIFE's pictures for use as documentary evidence. When the Committee has fixed responsibility for this gross mismanagement of Government funds and contracts, the case will be turned over to Justice Department for prosecution.

Compare our lowly beginning, as illustrated in the above excerpt from the November, 1942 issue of LIFE MAGAZINE, to the 1996 picture below. This vividly portrays what DEDICATED MEMBERS - collectively working together for the common good - can accomplish. Therefore, as long as members CARE ENOUGH TO BECOME INVOLVED, Winfield will continue to improve.

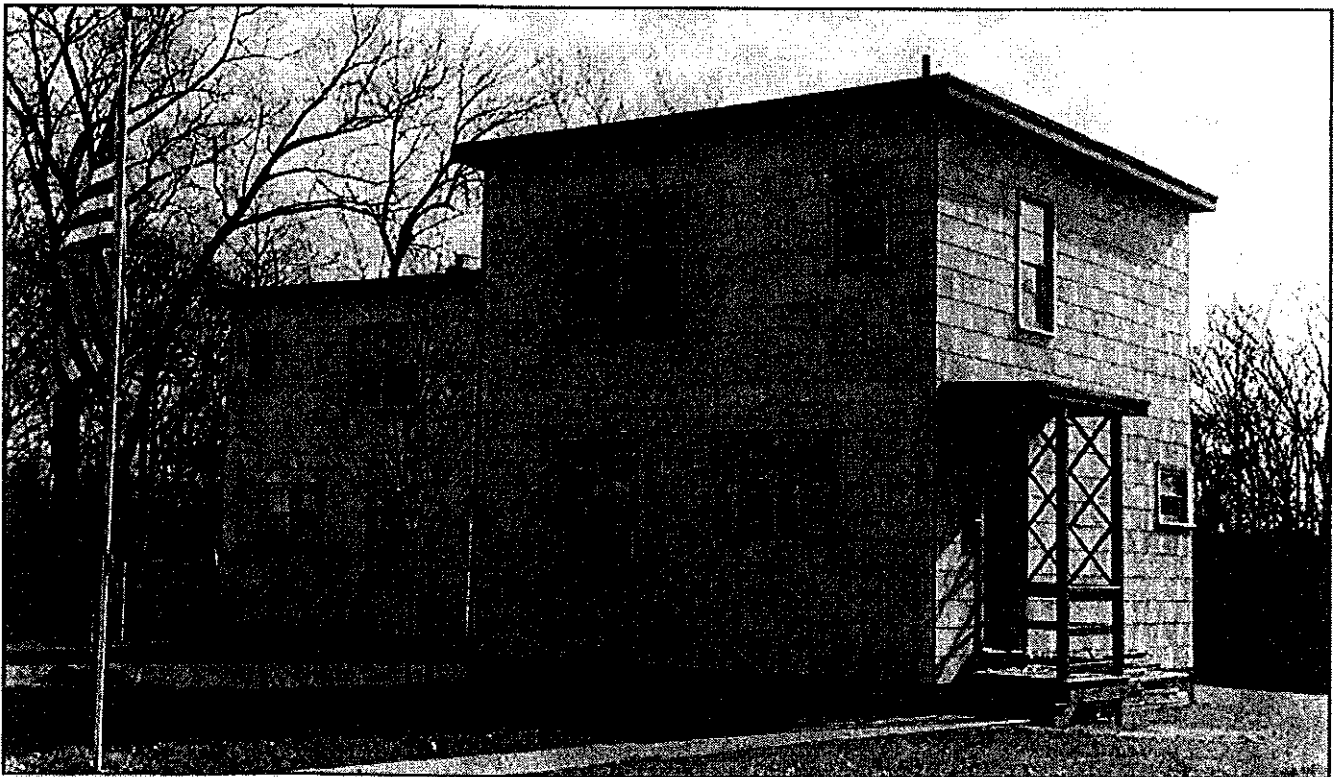


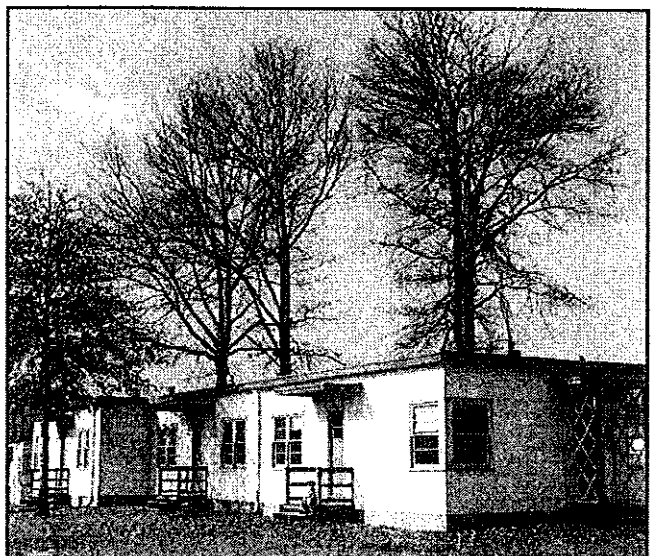
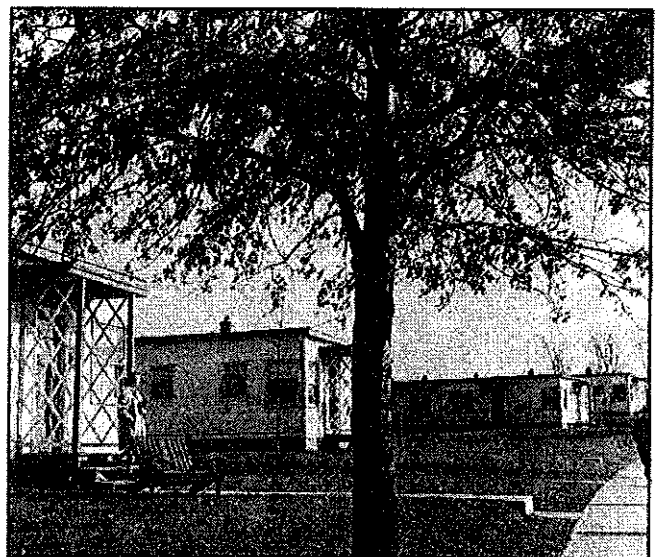
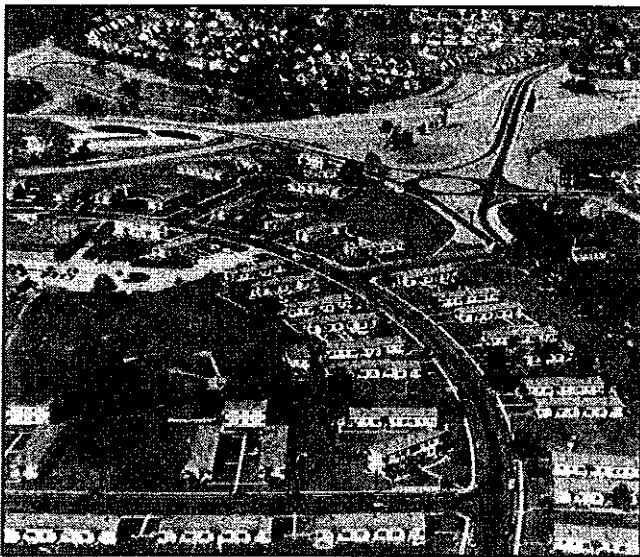
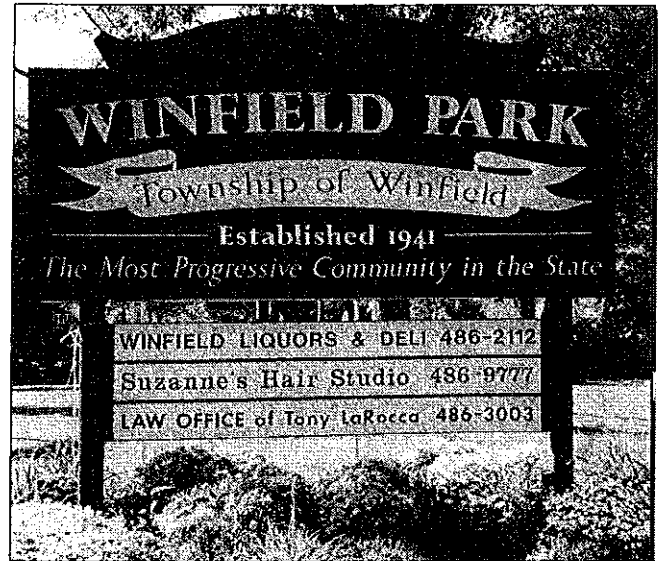


14:16 and 20 Pacific Drive

SCENES FROM 1960

32 and 34 Riverview Terrace





A BRIEF OVERVIEW

Notwithstanding the improvised planning during construction, credit must nevertheless be given for the foresight exhibited in the lay-out and design of Winfield. With few exceptions resident members enjoy a panoramic view. Open areas and trees complement the park-like atmosphere surrounding our small community. Although constructed in 1941, the concept of single story, bi-level, intermingled dwellings, is an up-to-date desirability. Winfield encompasses 105 acres containing 253 frame buildings housing 697 families. The population is approximately 1,570.

Number and types of buildings and dwellings are listed below:

TYPE	#ROOMS	#FAMILIES	#BUILDINGS	#DWELLINGS
1	3	2	33	66
2	2-1/2	4	10	40
3	4	3	117	351
4	4-1/2	4	25	100
5	5-1/2	4	24	96
6	5-1/2	SINGLE	<u>44</u>	<u>44</u>
			<u>253</u>	<u>697</u>

In addition there is also:

An Administration Building containing the management office, community center, meeting rooms, maintenance shop and garages.

A Municipal Building (a converted 3 family dwelling) containing the Township Offices, Board of Health, Police Department and Court House.

A School for kindergarten through 8th grade.

A Fire House which is also Ambulance Squad headquarters.

A commercial building containing a beauty salon, deli / catering store, attorney's office and James F. Buckle center.

A Day Care Facility for ages 6 weeks and up.

In reviewing Winfield's make-up, we must be cognizant, not from a critical point of view, but from purely a practical viewpoint, that Winfield's inception was surrounded in notoriety. Faulty and indifferent construction, inferior materials, unintelligent and improvised planning combined to destroy public confidence in the early 40's which resulted in an investigation by the Truman Commission. While repairs were affected, there are nevertheless, certain shortcomings which can never be fully adjusted or eliminated.

The notoriety surrounding Winfield's construction is mentioned not to belittle or demean our town, but to emphasize some of the shortcomings we are confronted with and which we are constantly trying to eliminate. Winfield served its original purpose well and we continue to enjoy the advantages of non-profit mutual ownership by maintaining our facilities in a manner consistent with today's acceptable standards.

A review of Winfield's early years reveals that from 1941 through 1965 the underlying theme was to maintain the status quo. In 1966 a hard look was taken and past performance, current status, and long-range plans were analyzed and developed. This gave us an opportunity to re-evaluate our mutual purpose which is to provide inexpensive but comfortable housing, pleasant park-like surroundings, and well-kept property and community facilities.

Problems which had previously been ignored would now be corrected. The buildings were 25 years old and deterioration had taken its toll. There were numerous problems and major areas of restoration and rehabilitation were needed. Each problem was carefully analyzed as to its impact on monthly payments, in relation to the benefits members would receive in return. Priorities were established and evaluated to ensure that no exorbitant increase would adversely affect our small community, and at subsequent membership meetings your board and management outlined long-range plans which would not only enhance community living, but also make Winfield a better and safer place in which to live.

Our monthly payments have increased over the years, but when one compares the costs for comparable housing in neighboring communities, to our monthly payment schedules, coupled with the upgrade in housing standards from ongoing

capital improvement programs, Winfield is still one of the best, **IF NOT THE BEST**, place to live in the State.

In retrospect we can agree that 1966 was the pivotal point in Winfield's history. Not only was Winfield 25 years old, this was the year members finally acknowledged that Winfield would no longer be looked at in the light of temporary housing. Until 1966 inherent problems were sidestepped and interim remedies instituted. Additionally, there was always the aura of speculation that someone would make a fast buck when Winfield was sold. In 1966, however, it was clarified once and for all that:

**WINFIELD CANNOT BE SOLD
WITHOUT THE
UNANIMOUS CONSENT OF
ALL THE MEMBERS**

This was the turning point in the evolution of Winfield. In 1966 we changed from negative thinking, from day-to-day living in temporary quarters, to positive thinking and planning ahead on a PERMANENT BASIS. Previously, maintenance was minimal, and improvements non-existent. In 1966 maintenance services were expanded and new programs undertaken.

In 1970 our first Capital Improvement Program was instituted. Each year thereafter we elevated our overall standard of living by upgrading the dwellings and enhancing community facilities. As one capital improvement program was completed, another was phased in with budgeted appropriations reallocated to maintain the same income/expense ratio. An overview of completed capital improvement programs follows:

CAPITAL IMPROVEMENT PROGRAMS

1970	REPLACE SIDEWALKS
1971	REPLACE SUMP PUMPS
1972	REPLACE 30 AMP ELECTRIC WITH 100 AMP SERVICE
1972/89	INSTALL NEW SERVICE LINES AND LARGER WATER MAINS
1973	REPLACE MANUAL WITH AUTOMATIC WATER HEATERS
1974/84	REPLACE COAL FURNACES WITH GAS FORCED AIR FURNACES
1974	INSTALL ALUMINUM SOFFITS AND FASCIAS
1975/81	REPLACE WOODEN CANOPIES WITH ALUMINUM CANOPIES
1975/81	REPLACE WOODEN STEPS WITH CONCRETE PORCHES
1975/81	REPLACE WOODEN RAILS WITH WROUGHT IRON RAILS
1977/80	FULLY INSULATE WALLS AND CEILINGS
1978/83	CONSTRUCT HIP ROOFS OVER EXISTING FLAT ROOFS
1980/83	INSTALL ALUMINUM GUTTERS AND LEADERS
1984/86	INSTALL VINYL CLAD THERMOPANE WINDOWS
1989/90	INSTALL NEW SUMP PUMPS AND DISCHARGE LINES
1989/92	REPLACE KITCHEN WASTE LINES
1989/92	INSTALL VINYL SIDING
1992	INSTITUTE SIDING CLEANING ON A 3 YEAR CYCLE
1992/97	INSTALL NEW BATHROOMS
1992	INSTALL FLAT ROOFS (COMMERCIAL BUILDINGS)
1997	INSTALL NEW GAS SHUT-OFF VALVES
1998/02	INSTALL INSULATED HOLLOW METAL EXTERIOR DOORS
1999/03	CHIMNEY CLEANING & INSPECTION
2003/05	INSTALL ALUMINUM HANDRAILS
2004/05	INSTALL CELLAR WINDOWS
2020	NEW ROOFING PROGRAM

Since its inception, Winfield has overcome what to others would be insurmountable odds. This did not happen by chance. There was blood, sweat and tears and a tremendous effort by dedicated members who believed in the Mutual Plan and worked hard to make Winfield the safe and pleasant community we enjoy today.

Winfield is often referred to as being unique. It is unique in being the **ONLY** community in the State where all the buildings are owned, managed and operated by a non-profit corporation, solely for the benefit of resident members. No one can derive any material benefit from Winfield other than by having improved community facilities and better living conditions. The Government, in its infinite wisdom, at the inception of Winfield in 1941, decreed that:

THE CORPORATION SHALL NOT ENGAGE IN ANY ACTIVITIES FOR
THE PURPOSE OF OBTAINING PECUNIARY PROFIT OR NET EARNINGS
FOR MEMBERS OR INDIVIDUALS

Our singular purpose is to provide adequate, but inexpensive housing for working people and this housing concept, promulgated by the Government, has been fostered and cherished by resident members for eighty-five (85) years. By today's standards, this community-mindedness, in itself, IS UNIQUE.

Visitors from various states and from different parts of the world marvel at the simplicity, yet effectiveness, of our operation. Those involved in housing realize that Winfield's singular purpose demonstrates democracy in action tempered by the hand of justice and equality. Experts cite the fairness and thoughtfulness exhibited in developing our occupancy standards and expressed the sentiment that more communities should be patterned after Winfield.

We have a model township, unique, peaceful, pleasant and friendly. Professional planners state that they would be hard pressed to improve upon our overall operation. More often than not, planners agree that our common bond, working towards the fulfillment of the mutual plan, is the most practical and effective means of instilling a sense of community pride. We work as a team and decide on

community standards by developing and maintaining comfortable pleasant dwellings for the young and old. By constantly improving our community we can, therefore, agree with housing experts and professional planners that the mutual plan, can, does and will work. Over the years we have witnessed a complete transition:

The original austere 1941 vintage box-type dwellings with white shingles, flat roofs, and wooden stoops, were transformed to fully insulated, modern, comfortable and efficient town houses complete with hip roofs, thermo pane windows, maintenance-free pastel colored vinyl siding and insulated hollow metal doors.

For eighty-five (85) years the general membership, Board of Trustees and management - working as a cohesive group for the common good - fostered the adequate housing of working people. This joint team effort has proven, by whatever yardstick or criteria one wishes to use, that Winfield is successful because **MEMBERS CARE**. There is a deep feeling of cooperation and of being needed. We strive to make our community the perfect example of how **DEDICATED MEMBERS**, working together for the common good, can develop the ultimate in collective home-ownership.

Winfield is not just another housing project - a number - a statistic. We are a group of working people who came together through the Mutual Plan with the common purpose of making Winfield a decent and safe place to live and a community we are proud to call home.

The early settlers, the pioneers, struggled at the beginning slogging through mud when there were no roads or sidewalks. They bailed out flooded cellars and steadfastly refused to quit. We have been confronted with adversity since Winfield's inception and each year we work towards alleviating as many problems as possible. To these old-timers, Winfield was a dream come true and we owe a sincere debt of gratitude to them. It is a matter of record that if they did not exhibit the sheer determination and tenacity, which was necessary to succeed, and overcome what to others would have been insurmountable obstacles, we would not now be in the enviable position of celebrating **OUR 85th SUCCESSFUL YEAR OF OPERATION**.

WINFIELD - HOW IT BEGAN

The desperate need for housing accommodations, following the influx of workers to this area at the onset of World War II, brought about the final decision to establish **WINFIELD**. The site chosen was the magnificent Osceola Farm, owned by the Sperry family, nationally known for importing the finest stallions from Aberdeen, Scotland, and breeding champion prize winning Clydesdale horses. The location of the farm overlapped the municipalities of Linden and Clark. Winfield was built by the Government pursuant to the Lanham Act, to house workers from Kearny, New Jersey (Shipyard Workers Local #16). Construction began on June 16, 1941 and it was known as:

*PROJECT #28071 DEFENSE HOUSING
A PARK LIVING DEVELOPMENT OF THE
FEDERAL WORKS AGENCY.*

On August 1st, 1941 by Special Act of the State Legislature, the Township of Winfield was incorporated by annexing that portion of land contained within the municipalities of Linden and Clark.

On December 29th, 1941 the Winfield Mutual Housing Corporation was incorporated at which time fifty families resided in town. Housing construction was completed in 1942 and streets, sidewalks and landscaping installed in 1943. The cost for the project through 1943 was \$4,500,000.00.

In 1945 the Winfield Mutual Housing Corporation executed a lease with the Federal Works Agency with the option to purchase Winfield, in its entirety, on exceptionally favorable terms.

On December 28th, 1950 the corporation executed a bond, mortgage and chattel mortgage in the amount of \$1,358,567.21, to the Government, in consideration of the conveyance and to secure the purchase price of the project, bearing a 3% interest rate payable over forty-five (45) years to the Public Housing Administration.

MORTGAGE

Excerpt from the Union County Register of Deeds and Mortgages **BOOK 1761, PAGE 511:**

"This Mortgage made the 28th day of December, 1950, between the Winfield Mutual Housing Corporation, a non-profit Mutual Ownership Corporation, having its principal office located at Winfield Park, in the Township of Winfield, County of Union, State of New Jersey, organized and existing under and by virtue of the laws of the State of New Jersey (hereinafter called the "Mortgagor"), and the United States of America, acting through the Public Housing Administration (hereinafter called the "Mortgagee").

WITNESSETH:

WHEREAS, the Mortgagee has by quitclaim deed of conveyance bearing even date herewith, granted and conveyed to the Mortgagor certain real and personal property with improvements thereon and appurtenances thereunto belonging, comprising the Winfield Park War Housing Project, designated Project No. NJ-28071 (hereinafter called the "Project"), in the Township of Winfield, County of Union, State of New Jersey, and more particularly described herein below (Pages 12 and 13 contain legal descriptions) concluding with: containing 106.738 acres, as shown by plat "Land Being Acquired for Defense Housing Project at City of Linden and Township of Clark, Union County, New Jersey," photostat of which is attached hereto and by reference made a part hereof, together with the improvements thereon, if any."

In 1960 the mortgage was assigned to the Federal National Mortgage Association (referred to as Fannie Mae) and in 1968 it was assigned to the Government National Mortgage Association (referred to as Ginny Mae).

JULY 1, 1984 THE MORTGAGE WAS LIQUIDATED.

OWNERSHIP

As set forth in the excerpt from the mortgage agreement, the corporation – a legal entity – is the sole property owner of all land and buildings within the confines of Winfield Park.

The 697 member occupants (the signers of the Mutual Ownership Contract) share an indivisible ownership interest and collectively comprise the corporation. Under the Mutual Plan while members have no individual ownership interest, nor exclusive use of the property, they are nevertheless contractually obligated to maintain the property connected to their dwelling.

Furthermore, providing the member occupies the dwelling and complies with the provisions of the contract, the member shall have the right of perpetual use of a dwelling together with the right to enjoy the use in common with all members of the corporation of all community property and facilities. A member therefore can not be deprived access to any property.

Members are responsible, and may be held accountable, for their own actions or lack of actions if they fail to comply with their contractual obligations.

THE MUTUAL PLAN

Volumes have been written explaining and expounding the theories of Home Ownership under the Mutual Plan. However, a simple and concise explanation is that it furnishes a place to live, to be involved in making community decisions, and a place to learn management skills. It teaches the valuable social lesson of working together for the common goal, and the invaluable political lesson that there is real power in a group of citizens who are (collective) property owners and who speak with one voice (at membership meetings) in support of their interests. It teaches one of the basic ways in which a democracy works.

The Winfield Mutual Housing Corporation is a non-profit corporation designed by the Federal Government as a "Living Park Community" to foster the adequate housing of working people in inexpensive but comfortable homes in pleasant surroundings at relatively low cost. There are no stockholders, and none can benefit from the affairs of the corporation except resident members. The occupant of a dwelling is a member of the corporation and is entitled to a right of perpetual use of a dwelling, providing certain requirements, prescribed by the Mutual Ownership Contract, and By-Laws, are met.

The fundamental authority of the Winfield Mutual Housing Corporation is vested in the Membership, who elect a Board of Trustees to conduct the business of the corporation, establish policy, and hire a manager. The management staff is responsible for the day to day operations in accordance with the general policies and authorizations of the Board of Trustees. Under the By-Laws, membership in the Corporation entitles every member to take part in the affairs and activities of the Corporation at all membership meetings. As the fundamental authority of the Winfield Mutual Housing Corporation is vested in the Membership, the avenues of control begin with the Membership and extend through the Board of Trustees to management.

There is no landlord in Winfield. There are no tenants. Members do not pay rent, they remit monthly payments sufficient to cover operational expenditures. Members are encouraged to attend, participate and vote at membership meetings under the democratic principle of one (1) vote per family.

I. Terms and Definitions

II. Membership

1. Applying for Membership

A. Availability:

B. Required Documents

1. General Documents:

2. Application Fees:

C. Interview and Board Approval

D. Pendency of Application

E. Limits On and Cancellation Of Applications

2. Obtaining a Dwelling

A. Accepting a Dwelling

B. Paying Equity

C. Keys and Entry

3. Vacating a Dwelling

A. Starting a Vacate

1. Death of a Member

2. Divorce

3. Compliance

4. Vacate because of Transfer

5. All Other Notices of Vacate

6. Utilities

7. Equity Repayment

B. Cleanliness Standards

C. No Right of Re-Entry

4. Transfer to Different Dwelling

A. Application for Transfer

B. Processing of Transfer

C. Cancelation of Transfer

D. Inspection and Repairs Prior to Transfer

E. Transfer due to Death

1. Time Limit

2. With Will

3. Without Will

a. Intestate (without a Will):

b. With Will but No Mention of Assignment in Will

5. Responsibilities and Benefits of Membership

A. Paying Monthly Obligation

B. Late Charge Assessment

C. Income Tax Returns

D. Serving on Committees

1. Committees

E. Occupancy

1. General Requirements

2. Paid Caregivers Exception

F. Rentals

G. Maintenance Requests

1. General Requests

2. Chargeable work orders

3. Emergency Requests

H. Insurance Coverage

1. Mandatory Personal Liability Insurance

2. Improvements

3. Documentation

4. Additional Interest

I. Personal Property

J. Perpetual and Acceptable Use

K. Assigning Priority

1. Conveying a Priority

2. Order of Priority

3. Due to Death

4. Downstairs bachelor

L. Voting and Individual Citizenship

M. Qualified Immunity

N. Recreational Programs

O. Compliance

III. Interior of Dwelling

1. Clarifications

2. Safety

A. Basic Requirements

1. Carbon Monoxide Detectors

2. Smoke Detectors

3. Heaters, Stoves, and Fireplaces

4. Candles and Lamps

B. Inspections

1. Access

3. Additions and Improvements:

A. Responsibility and Upkeep

B. Improvements which Interfere with Maintenance

4. Pets

5. Walls

- [A. Paneling](#)
 - [B. Wallpaper](#)
 - [C. Paint](#)
- [6. Flooring](#)
- [7. HVAC](#)
- [8. Cellars](#)
 - [A. Beds in Cellars](#)
 - [B. Sump Pumps and Pits](#)
 - [C. Dryer Vents](#)
 - [D. Heater and Hot Water Heater](#)
 - [E. Items Stored in Cellars](#)
- [9. Bathrooms and Kitchens](#)
 - [A. Bathtubs](#)
 - [B. Faucets and Toilets](#)
- [10. Electrical and Plumbing](#)
 - [A. Electrical](#)
 - [B. Plumbing](#)
- [11. Interior Decorating](#)
- [12. Additions](#)
 - [A. Agreements and Permits](#)
 - [B. Maximum Dimensions](#)
 - [C. Construction](#)
 - [D. Members Responsible for Additions](#)
- [13. Maintenance](#)
 - [A. Sink and Toilet Clogs:](#)
 - [B. Exterminators:](#)
 - [C. Maintenance Calls](#)
- [IV. Exterior of Dwelling](#)
 - [1. Safety](#)
 - [A. Access](#)
 - [2. Obstruction](#)
 - [3. Parking](#)
 - [A. Street Parking](#)
 - [B. Parking lots:](#)
 - [C. Driveways](#)
 - [D. Corporation property parking prohibition and exceptions:](#)
 - [4. Vehicle Access](#)
 - [A. Access Permit:](#)
 - [5. Maximum Enclosed Area](#)
 - [6. Improvements and Hardscaping](#)
 - [A. Permanent:](#)

1. Fences:

a. Dog Runs:

b. Fencing for Swimming Pools (see pools)

c. Fence Panels

2. Trellis:

3. Sheds:

4. Patios:

5. Decks

6. Flagpoles:

7. Outside Faucets:

8. Pools:

B. Semi-Permanent:

1. Deck-Like Platforms:

2. Recreational Vehicles and Storage:

a. Vehicle Limits

b. Storage Requirements:

3. Satellite Dish and Television Antennae

4. Non-Specified:

C. Temporary

1. Signs and Flags:

a. Political Signs

2. Deck Boxes:

3. Fire-Pits and Grills

4. Trampolines and Recreational Equipment

7. Landscaping, Vegetation, and Ground Cover

A. Ground Cover

1. Vegetation as Ground Cover:

2. Non-Vegetation as Ground Cover:

B. Hedges

C. Trees

1. Planting Trees

2. Tree Maintenance

3. Tree Removal

4. Stump Removal

D. Invasive Species

8. Maintenance

A. Admittance

B. Siding Cleaning

C. Snow Removal

1. Walkways and Sidewalks and Service Walks

2. Awnings

[3. Access Paths](#)

[4. Exercise Track](#)

[5. Car Removal During Plowing](#)

[D. Ground Cover](#)

[E. Hedges \(See Hedges in Landscaping Vegetation and Ground Cover\)](#)

[F. Leaves](#)

[1. Complying with Leaves and Parking](#)

[G. Storage of Equipment](#)

[H. Waste Disposal](#)

[1. Waste and Recycling Bins](#)

[2. Household](#)

[3. Residual Waste:](#)

[4. Recyclables:](#)

[5. Cleaning Pet Waste \(See Pets in Interior\)](#)

[6. Bulky Waste](#)

[7. Appliances](#)

[8. Commercial Tenants:](#)

I. Terms and Definitions

1. Application: A prerequisite for membership whose criteria shall be determined by the Corporation
2. The Corporation: Winfield Mutual Housing Corporation
3. The Board: the Board of Trustees of Winfield Mutual Housing Corporation
4. The Municipality: Winfield Park Township-Permits-Recycables
5. Member: the member who signed the Mutual Ownership Contract for the particular dwelling in which the member resides
6. Member in Good Standing: a Member who has complied with all their contractual obligations as set forth in the Mutual Ownership Contract, by-laws and rules and regulations, which includes, but is not limited to, remitting all of their regular monthly payments, assessments, or other fees in a timely manner.
7. Membership: Takes effect on the date the applicant signs for and received the keys to the dwelling
8. Monthly Obligation: the amount each member remits monthly to ensure continued good standing in the Corporation.
9. Equity: the current value of the use of a dwelling, as defined in Article 5 of the Mutual Ownership Contract. Equity is non interest baring. Members cannot borrow against their equity and it is strictly a book entry in a flow through account. For a more complete understanding of the history of Equity in the Corporation, see Rider A
10. Transfer Application: the application of a current member to transfer from one dwelling unit to another within the community
11. Priority: a privilege afforded to members in good standing to certain family members specified in the regulations.
12. Uniform Penalty for Non-Compliance: The following penalties shall be assessed members who continue to violate our rules and regulations after written notice to cease:
 - 1st Violation- Ten (10) days to comply
 - 2nd Violation carries a \$50 fine and ten (10) days to comply
 - 3rd Violation carries a \$75 fine and ten (10) days to comply
 - In the event there is a 4th violation, there will be an additional \$100 fine and maintenance will correct the violation at the member's expense. Or, if the violation is such that only the member can cure it, this leaves no alternative other than to terminate the member's contract and institute eviction proceedings.
13. Deck: a structure which meets the definition of deck in the New Jersey state building code

14. Deck-like Platform: A raised structure which is constructed in such a way to be below the dimensions as set out in the New Jersey state building code, but which is also in no way attached to the structure. Generally, these are considered a Deck/Patio hybrid
15. Patio: A permanent structure designed to permanently cover a set area in a yard which lies directly on the ground.
16. Deck Boxes: sturdy weatherproof outdoor storage containers used to store pillows, cushions, and other accessories for outdoor furniture, grilling, pools, gardening, decks, platforms, or patios
17. Domesticated Animals: a dog, cat, bird, fish or other animal which does not constitute an environmental, health, or safety hazard. Livestock as well as exotic pets which could gravely impact the environment if released are specifically prohibited from this definition
18. Fence: Wood pickets 1" in thickness and 3" wide: round or split rail: 48" vinyl picket or plastic-coated chain-link fences between 36 and 48 inches in height.
19. Privacy Fence: Any structure, curtain, or other device designed or erected or attached to an existing fence in such a way as to block an otherwise unobstructed view of the park-like setting. These include, but are not limited to, snow fencing, barbed wire, wire mesh, chicken wire, stockade, and basket weave fences
20. Trellis: an individual panel used either as décor or to support plants, flowers, or other vegetation, not to be used as a privacy fence
21. Dog Run: an enclosed space in a member's yard with maximum dimensions of 12 ft long by 6 feet wide surrounded by fencing between 4- and 6-feet high containing at least once access gate and used only for use of pets.
22. Recreational Vehicles: include vehicles used for recreational purposes, including mopeds, kayaks, and canoes. Specifically, boats are excluded from this definition.
23. Permanent Improvements: any improvement which is designed in such a way to make their removal from the property difficult or impossible. Any improvement requiring a poured concrete foundation or support is considered a permanent improvement. Additionally, any structure which, once erected cannot be easily removed by the resident(s) of the home is considered permanent or any structure requiring permitting by the municipality is considered a Permanent Improvement. The Board will have final say regarding the permanence of improvements when the nature of such improvements is in question.

24. Semi-Permanent Improvements: any improvement which is designed in such a way to make their removal possible by the residence of the home. In general, these are improvements which only require notice to be given to the Property Manager for approval. The Board will have final say regarding the permanence of improvements when the nature of such improvements is in question.
25. Temporary Improvements: improvements which are, by their nature, transitory. Temporary improvements can be removed with little to no effort and in general do not require permission from the Corporation, but may require permits from the municipality.
26. Swimming Pools: any above ground pool used for swimming, bathing or wading that is capable of being filled to a height greater than twelve inches (12"). This includes any pool above twelve inches (Hot Tubs, Jacuzzis etc)
27. Wading Pools: A pool which, regardless of whether it is inflatable or has a fixed height, is no higher than twelve inches (12").
28. Service Walks: all concrete walks except main sidewalks running alongside the streets which are under the jurisdiction of the Township. Service walks connect the main sidewalk to the building and branch off to each dwelling.
29. Residual waste: Waste that includes tires, metal, cardboard or plastic drums not used for food, containers for oil, paint, chemicals, powers, inks and dyes, tar and tar buckets, cable or wire, commercial or industrial fluids or glues, soot and ash, sludges, shavings, powders and resins, food processing waste and grease trap waste from residences or restaurants,
30. Composting: Yard, household, or other waste saved for the intent of gardening, landscaping, or other outdoor use.

II. Membership

1. Applying for Membership

A. Availability:

Housing applications are available at the Management Office every Tuesday between the hours of 10:00 A.M. and 3:00 P.M.

B. Required Documents

1. General Documents:

In addition to completing an application form, the following requirements apply to all first-time applicants for initial membership.

- a. Copy of Driver's License with current address
- b. W-2 form and/or pay stubs for the prior 2 months
- c. Proof of meeting the salary requirement (**\$32000 a year minimum**)
- d. Verification of Employment on company stationary
- e. Proof of Citizenship
- f. Each applicant shall execute an authorization for release of employment records to Winfield Mutual Housing Corporation through its agents, to conduct an appropriate background investigation and prepare a consumer report or investigative consumer report which may be used as a factor in determining eligibility for employment promotion or retention as governed by the Fair Credit Reporting Act Public Law 91-508. The report may include information from personal interviews about character, general reputation, personal characteristics and mode of living as well as public and private sources including but not limited to the acquisition of employment records, school records, driving records or abstracts, etc.
- g. Each applicant is required to pay a non-refundable credit search fee and execute a consent to allow the Winfield Mutual Housing Corporation, its servants, agents and or employees to obtain and verify personal information, including but not limited to credit, for the purpose of determining eligibility to become a member of the Winfield Mutual Housing Corporation. The Winfield Mutual Housing Corporation, its servants, agents and or employees will be obtaining all credit information and performing a complete credit search and this consent allows the Winfield Mutual Housing Corporation to perform the above noted search. The applicant further agrees to indemnify and hold harmless the Winfield Mutual Housing Corporation, its servants, agents and or employees in its use of the obtained information as well as its utilization in determining eligibility to become a member of the Winfield Mutual Housing Corporation.
- h. Each applicant shall submit a copy of his or her birth certificate with raised seal of issuing agency, as well as an original signed affidavit from the member who is conveying priority to the applicant, in accordance with Sections J below.

2. Application Fees:

There is no charge to file the first application for housing. Each subsequent application shall cost fifty dollars (\$50).

C. Interview and Board Approval

Prior to being Interviewed, if there are any changes to any information in Section B above, including but not limited to contact information, family composition, or income, it is the responsibility of the applicant to communicate those changes to the Property Manager.

Membership is by Board approval only. One does not automatically join the Corporation by submitting an application. Each applicant for housing is interviewed by a member of the Board. Applicants in a priority classification are interviewed prior to any other applicant for housing. The purpose of the interview is to ensure that every new member fully understands that their approval for housing is predicated on the knowledge that they express a willingness

to contribute to the success of Mutual Housing. During the interview the applicant will be offered a variety of options for participation in the community which are designed to ensure the continued success of Mutual Housing. The applicant will then be afforded the opportunity to check off or otherwise designate in which of the options they may wish to participate. At the conclusion of the interview, applicants are encouraged to become involved and participate in community activities. The interviewing Board Member submits a report to the Board. It requires a majority vote of the Board to approve an application. Applications are accepted for housing in Winfield Park based on an investigation of the applicant in the National Tenant Database and the applicant's willingness to contribute to the success of Mutual Housing.

D. Pendency of Application

Approved lists are posted on the housing office bulletin board and carry the signature of the President. Depending upon the status of the waiting lists, the discontinuance as well as the reopening of applications is at the discretion of the Board.

E. Limits On and Cancellation of Applications

No application shall be altered, regarding the type of dwelling originally applied for, from the time of submission of application. No applicant shall have more than one application on file. The application is canceled, subject to the ability of the applicant to reapply after twelve (12) months from the date of cancellation when the applicant either:

1. Does not appear for the scheduled interview;
2. Is not approved by the Board; or
3. Does not accept an assigned dwelling.

2. Obtaining a Dwelling

A. Accepting a Dwelling

1. Management shall notify an applicant in writing upon the Board's approval of the application. Within five (5) calendar days of the postmark date of the notice, the applicant must execute a Mutual Ownership Contract, and pay the equity down payment, a \$100 non-refundable membership fee, and the first monthly obligation for the assigned dwelling. The applicant shall then receive keys to the dwelling and log-in information to access the Handbook. Upon request, a hard copy of the Handbook can be provided. Membership in the Corporation and the obligations of the applicant as a member of the Corporation take effect on the date the applicant signs the Mutual Ownership Contract.
2. All new applicants must accept housing within five (5) calendar days from the postmark date of the notice referenced in the previous paragraph, or their application shall automatically be canceled, in which case the applicant may not reapply until twelve (12) months after the date of cancellation.

B. Paying Equity

1. As of 2016, Equity was set and shall continue to be \$7,500 for each new member. As provided in Section II.G(a)4, when a Member vacates a dwelling and moves out of Winfield, they will receive an amount no greater than the equity they paid to move in, subject to satisfactory results of an inspection of the dwelling for cleanliness and order. Should the inspection reveal the need for any repairs, replacements, or maintenance, the costs of same shall be deducted from the equity for the member moving out of the dwelling
2. Payment of Equity begins with a minimum down payment of \$3750. Starting on the second month of residency, the member shall pay a minimum of \$200 each and every month in addition to their regular monthly payment. The total outstanding equity balance must be paid

within eighteen (18) months of occupancy, before being eligible for a transfer or to convey a priority.

C. Keys and Entry

The Corporation must be provided with a key or code or other means of entry to be used in the event of emergency. Any updates or changes to the means of entry into the dwelling must be followed up by dropping off a new key, code, etc. to the Corporation.

3. Vacating a Dwelling

A. Starting a Vacate

1. Death of a Member

In the event of the death of a Member, the nearest next-of-kin shall immediately notify the Corporation office, and the documents and procedures set forth in Section II.4.E (Transfer on Death) shall be followed.

2. Divorce

In the event of a divorce, the parties shall be obligated to incorporate in the settlement agreement and/or final divorce decree the disposition of the dwelling. The party in the divorce not remaining as the occupant shall execute the Corporation renunciation form, and may apply for a Bachelor dwelling in accordance with the provisions of Section II.5.1.2.f. The party who will continue to occupy the dwelling shall execute a new Mutual Ownership Contract in that party's name only.

3. Compliance

Failure to comply with any of the above requirements within ten (10) days of the event of death or divorce, subject to reasonable extension at the discretion of the Manager, shall result in the provisions of the UNIFORM PENALTY FOR NON-COMPLIANCE being imposed.

4. Vacate because of Transfer

Members vacating a dwelling and transferring to a different dwelling within the Corporation shall be given fourteen (14) days to do so. In the event the dwelling is not vacated within the time prescribed, a penalty equal to DOUBLE THE PER DIEM CHARGE is assessed for each day in excess of the fourteen (14) day period. No extension past fourteen (14) days shall be granted. Any days exceeding the fourteen (14) days will result in an additional \$50.00 fee plus the Double the Per Diem charge. All other provisions of vacating regarding inspections, repairs/replacements, etc. apply to transfers as well.

5. All Other Notices of Vacate

- a. For all other instances of vacating a dwelling, a Member is required to give thirty (30) days' notice of intent to vacate the dwelling. The member must pay a \$75 vacate fee and sign a vacate notice. Upon execution of same, the member acknowledges and agrees that the Mutual Ownership Contract is terminated immediately and the premises vacated within thirty (30) days. In the event the dwelling is not vacated within the time prescribed, a penalty equal to DOUBLE THE PER DIEM CHARGE is assessed for each day in excess of the thirty (30) day period.
- b. The Property Manager shall make a preliminary inspection of the dwelling and shall notify the vacating member of work to be done to place the dwelling in suitable condition for the next occupant, including repairs to obvious damage or violations, which shall be chargeable to their account. The dwelling is assigned to the next applicant on the approved list who shall be permitted to see the interior. On vacating the dwelling, the member shall return the keys to the office at which time a final inspection is made, and the condition of the dwelling and grounds reported in detail on an inspection summary sheet which is given to the vacating member. Maintenance shall perform any work deemed necessary by the Property Manager. The cost for repairs, replacements,

painting, decorating or cleaning required to be done to place the dwelling in suitable condition for the next occupant, will be charged to the vacating member's account. It will be deducted from the final equity settlement if the member moves out of town.

- c. Once a Notice of Vacate has been submitted by the member or members occupying the dwelling, it cannot be rescinded.

6. Utilities

To ensure having gas and electric, without any interruption of service, both outgoing and incoming members should contact Elizabethtown Gas Company and Public Service Electric and Gas Company on the same day, to have meters read and switch billing to the new occupants. Electric and heat should not be shut off by the outgoing member until the incoming member accepts the key. If the dwelling includes a sump pump, the outgoing member must ensure the sump pump remains plugged in, with power, until the incoming member accepts the dwelling. Gas and heat must also be kept on by the outgoing member to ensure no pipes freeze until the incoming member accepts the dwelling. If any damage occurs due to utilities being turned off or transferred to new unit during transitioning from unit to unit, all fees associated with any repairs will be charged to the outgoing member's account.

7. Equity Repayment

When a member vacates a dwelling and moves out, they will receive an amount no greater than the equity paid by the vacating member to move in, subject to satisfactory results of an inspection of the dwelling for cleanliness and order. Should the inspection reveal the need for any repairs, replacements, or maintenance, the costs of same shall be deducted from the equity for the member moving out of the dwelling.

Any violation issued against the vacating member must be cured prior to vacating, or the work necessary to cure the violation will be done by Maintenance or an outside vendor, with the costs charged to the vacating member's account final equity settlement.

If there is a single transaction (move-out/move-in) the equity is paid within thirty (30) days from the date the member moves out of Winfield. If, on the other hand, there are a multiplicity of transactions (transfers moving from one (1) dwelling to another, etc.) the equity will not be paid to the vacating member until the final transaction in that group is completed and the incoming member is housed.

B. Cleanliness Standards

The Property Manager shall have the final say as to what repairs, replacements, or maintenance must be performed or paid for by the vacating member.

1. **CLEANLINESS STANDARD:** Prior to vacating a dwelling, in addition to correcting any deficiencies, the vacating member shall clean the bathroom, kitchen, floors, windows, and deodorize for pets. Failure to maintain this minimum cleanliness standard will result in the work being done with expenses incurred charged to the transferring member's account or deducted from the final equity settlement if the member moves out of town.
2. **MOVING IN THE WINTER:** The vacating member shall notify management of the anticipated date they will be vacating the dwelling, and keep the dwelling heated until the actual date of vacate. In the event the dwelling is unheated, the vacating member will be charged for any damage resulting from frozen water lines.
3. **PEST CONTROL INSPECTION:** To ensure that no dwelling will be turned over to the next occupant until it has been certified as being clear of infestation of rodents, insects or bugs, a thorough inspection is made by a qualified pest control expert. The inspection will be scheduled as soon as the dwelling is empty, and after the vacating member returned the keys to the office. The completed report shall be submitted to the Corporation setting forth

either: (A) specific problems were corrected or (B) the dwelling is certified as being clear of infestation.

4. FLOORS: Must be up to standards set out in "Interior: Flooring" or brought up to standard by the vacating member
5. WALL COVERING: Must be up to standards set out in "Interior: Walls" or brought up to standard by the vacating member
6. FENCE: The vacating member shall remove or relocate any fence that is less than twelve (12") inches from the sidewalk, or exceeds the maximum area which can be enclosed, or remove any fence that does not have the required agreement.
7. FURNACE: The furnace and any attached accessory, must be restored to suitable condition to be acceptable for a maintenance contract by Public Service Electric & Gas Company or similar agency.
8. SATELLITE DISH: The vacating member shall remove, at their expense, any satellite dish installed on the dwelling, or which they caused to install anywhere on the property. If satellite dish is not removed, member is subject to the Uniform Penalty for Non-Compliance.

C. No Right of Re-Entry

Once the unit shall be vacated or surrendered by any signatory of the Mutual Ownership Contract, it shall not be re-entered by the person or persons involved, even by the consent of any of the persons involved, except upon entry of Court Order by a Court of competent jurisdiction. The vacating member must surrender to the Corporation any and all access and means of entry to the dwelling, including but not limited to all copies of keys and master programming codes for keypads.

4. Transfer to Different Dwelling

A. Application for Transfer

1. To be eligible to file a transfer application, a member shall have occupied their dwelling for a minimum of eighteen (18) months, remitted their monthly payments on time during the previous eighteen (18) month period, and complied with all contractual obligations during this period. Prior to applying for a transfer, Equity shall be paid in full. Effective with the adoption of the 2024 Handbook, Any member who executes his first (1st) Mutual Ownership Contract is ineligible to file an application to transfer to another dwelling until he:
 - a. Meet all requirements for assigned a priority including, but not limited to the completed record of attendance sheet
 - b. A \$75 nonrefundable Transfer Fee.
2. Upon payment of the \$75 nonrefundable Transfer Fee, and approval by the Board, Management shall notify the Member through letter, and the transfer will be posted on the Transfer List.

B. Processing of Transfer

Transfers are processed in numerical order. Management shall notify a Member about an available unit by telephone call and/or written communication. If the Member does not proceed to view the available unit within five (5) days of notification of the unit's availability, this shall constitute a refusal, and the dwelling will be offered to the next person on the transfer list.

C. Cancellation of Transfer

1. A member will retain his position on the Transfer List for two (2) refusals. Upon the third (3rd) refusal, the Member's Transfer application shall be canceled, and the Member must reapply and be listed at the bottom of the then current Transfer List.
2. In the event a Member who is posted on the Transfer List, remits his monthly payment after noon on the last business day when the monthly payment is due, they will be assessed the regular late fee and his transfer application shall be canceled. The Member may reapply upon

payment of another \$75 Transfer Fee., at which time a new application, bearing the new date and number, will be posted on the Transfer List.

3. A second Administrative Charge will result in the transfer application being canceled, and the Member shall be ineligible to reapply for twelve (12) months.
4. A third late payment will result in the transfer application being canceled, and the Member shall be ineligible to reapply for eighteen (18) months.

D. Inspection and Repairs Prior to Transfer

1. Upon receipt of a Transfer request, a preliminary inspection of the Member's current dwelling and its adjacent grounds will be made by the Property Manager. The member will be notified of any obvious damage that must be repaired or violations that must be cured prior to the transfer. On the date of the transfer, the Member shall turn in the keys to the unit which they are vacating, at which point the Property Manager shall perform a final inspection. The condition of the dwelling and grounds shall be reported in detail on an inspection summary sheet which is given to the transferring member. Any work executed by maintenance personnel, to place the dwelling or grounds in suitable condition for the next occupant will be charged to the transferring member's account. (See Cleanliness Standard, Equity and Vacate Procedure).
2. The Property Manager shall have the final say as to what repairs, replacements, or maintenance must be performed or paid for by the vacating member.

E. Transfer due to Death

1. Time Limit

Failure to comply with any of the below requirements within thirty (30) days of the death, subject to reasonable extension at the discretion of the Manager, shall result in the provisions of the UNIFORM PENALTY FOR NON-COMPLIANCE being imposed against the deceased member's account, or any member willed their dwelling.

2. With Will

In accordance with the provisions of Article 8 of the Mutual Ownership Contract, captioned TRANSFER BY DESCENT AND DISTRIBUTION OR DEVISE, to dispose of the right of use when a member dies, if the member left a Will, the Corporation requires:

- a. Certified Copy of the Death Certificate
- b. Certified Copy of the Will
- c. Proof that Will has been admitted to Probate
- d. Proof of Appointment of Executor/Executrix
- e. Affidavit by Executor/Executrix as to whom is listed in the Will as the assignee of the dwelling

If the assignee is a current member, in order to occupy the assigned dwelling, they must sign a vacate notice for the dwelling which they currently occupy. The member shall immediately execute a new Mutual Ownership Contract for the assigned dwelling.

3. Without Will

- a. Intestate (without a Will):

The next of kin shall apply to the Surrogate's Court for an Administrator to be appointed, in which case the Corporation requires:

- i. Certified copy of Death Certificate
- ii. Certified copy of Petition for Administration
- iii. Affidavit as to the surviving members of the family

b. **With Will but No Mention of Assignment in Will**

If the deceased member has a Will, which does not include an assignment of the dwelling, the Mutual Ownership Contract of the deceased member shall be canceled, and the dwelling shall revert back to the Corporation and shall be offered to the next applicant on the list.

5. Responsibilities and Benefits of Membership

A. Paying Monthly Obligation

Members do not pay "rent". Members remit monthly payments in order to maintain the status of their membership. These monthly payments are due on the 5th of each month.

When a member has an outstanding balance, on the sixth (6th) of the month, which is greater than the current monthly payment due, the member shall be notified to appear before the Board to explain why the member is in violation of their contractual obligations

In the event a member meets any of the following requirements:

- scheduled to meet with the Board twice within a twelve (12) month period
- fails to liquidate their indebtedness without ten (10) days of notification
- refuses or fails to attend the scheduled meeting with the board
- receives subsequent delinquency notice

Without further notification the member's file shall be turned over to the Corporation's legal counsel. The legal counsel shall then be authorized to immediately institute an action to obtain possession of the unit and to terminate the membership contract with attendant costs being charged to the member's account. The legal fee and costs will be immediately added to the member's account and the member is responsible for the entire balance.

B. Late Charge Assessment

RESOLUTION MADE AT JANUARY 19, 2016 BOARD MEETING

While the property manager, at their discretion, may, in the event of personal or financial hardship, extend a grace period to members for paying their monthly obligation, this is not intended to be done on a regular basis. In the event a member's monthly obligation is not paid in full before noon on the last business day on or before the 15th of month, the member will be assessed a \$25 late charge. After being fined three times within a calendar year, any subsequent late charges will increase from \$25 to \$50. This is in addition to the administrative charges. Effective April 1, 2019 these fees will increase due to the number of members not remitting their monthly obligation on a timely basis according to their contract. After being fined three times within a calendar year, the Late Charge will increase from \$25.00 to \$50.00 and the Administrative Charge will increase from \$50.00 to \$75.00.

Postmarks, weekends, and holidays have no bearing on late charge assessment. To avoid any late fees, members should make a sincere effort to remit their monthly obligations during the first week of each month.

C. Income Tax Returns

If you itemize your deductions you may deduct, from your annual taxable income, your share of the Real Estate Taxes paid by the Corporation. This is the same deduction allowed private home owners and constitutes one of the financial advantages of Mutual Ownership. As tax laws change periodically, members should check with their own tax advisor prior to filing their return

D. Serving on Committees

1. Committees

a. Community Service Committees

- i. Beautification
 - 1. 7 Committee Members elected at the May Membership Meeting
 - 2. Develop ideas and innovations to beautify our community
 - 3. Improve our Park-Like setting
 - 4. Eliminate anything that would otherwise detract from our well-maintained property
 - 5. Select and plant flowers and shrubs in the planters and gardens at the main entrance to Winfield and at the front and back of the Corporation Offices
- b. Working Committees**
- i. Buildings and Grounds
 - 1. 20 Committee Members elected at the November Membership Meeting
 - 2. Oversees Compliance and Enforcement of Regulations pertaining to:
 - a. Upkeep of Ground Covers
 - b. Hedges
 - c. Cleanliness of Yards and Sidewalks and disposal of debris
- ii. Election
 - 1. 9 Committee Members, 3 of which are elected at each November Membership Meeting
 - 2. Serve for 3-year terms
 - 3. Fulfill the duties as set forth by Article 4 of the Corporation By-Laws
- c. General Committees**
- i. Non-Occupancy
 - 1. 7 Committee Members Elected at the May Membership Meeting
 - 2. Oversee Compliance and Enforcement of Occupancy Requirements
 - 3. Develop a Practical Method to Identify and evict those members who are not residing in the dwelling and/or who are allow other persons to occupy in their absence
- ii. Recreational Vehicles
 - 1. 5 Committee Members Elected at the May Membership Meeting
 - 2. Oversee Compliance and Enforcement of the Rules and Regulations governing storage of recreational vehicles on Corporation property
- iii. Animal Regulation
 - 1. 7 Committee Members Elected at at the May Membership Meeting
 - 2. Oversees Compliance and Enforcement of Animal/Pet Regulations
 - 3. Specifically Focuses on:
 - a. Protection of the Children
 - b. Protect interest of the General Membership
 - c. Protect the interest of the pet owners
 - d. Treat the pets in a humane manner
- iv. Bylaw
 - 1. 7 Committee Members appointed yearly by the Board
 - 2. Members of this committee must demonstrate an understanding of the Corporation's Bylaws and Regulations and the rules which govern the Corporation's meetings including, but not limited to, Robert's Rules of Order
 - 3. In charge of evaluating proposed bylaw changes in alignment with requirements set out in the Corporation's bylaws and regulations.
 - 4. May be asked by the Board to offer an opinion on motions made which may be impacted by the bylaws.

E. Occupancy

- 1. General Requirements
 - a. Members must occupy the dwelling

- b. If the member is not in residence, no other person shall live in the dwelling.
 - c. The members contract may immediately be terminated and the Corporation may institute legal action for possession of the dwelling if any of the following criteria is met:
 - i. The member fails to occupy the dwelling for 3 months
 - ii. The member permits another person to occupy the dwelling in the members absence.
2. Paid Caregivers Exception
- In the event a member in good standing has a paid caregiver, but is temporarily admitted to any state certified medical, nursing, or psychiatric facility, the caregiver may live in the member's dwelling, subject to compliance with the following:
- a. Within ninety (90) days of admission to the facility, the following documents must be provided to the Corporation's Property Manager:
 - i. Caregiver's notice of intention to reside in the dwelling,
 - ii. Certification from the attending medical physician giving the date the member moved into the state certified medical facility and the probable date of release, and
 - iii. Separate certification from the state certified medical facility in which the member is living giving the date the member moved into the state certified medical facility and the probable date of release
 - b. Once the member is released from the state certified medical facility, a certification from a physician must be submitted to the Corporation no later than five (5) calendar days thereafter informing the Corporation of the member's release.
 - c. If a medical doctor certifies that the member is no longer able to take care of themselves and will not be able to return to the dwelling, a certificate indicating same must be immediately forwarded to the Corporation no later than five (5) calendar days from the date of the doctor's certification. A caregiver residing in the member's dwelling in the absence of the member must vacate the premises within sixty (60) days from the date a medical physician certifies that the member will no longer be able to return to the dwelling.
 - d. The exemption to allow any and all caregivers to reside in the member's dwelling in the absence of the member shall under no circumstances be extended for more than 365 days from the date the member is admitted into a state certified medical facility.
 - e. It is the affirmative duty of the member and/or caregiver to supply the Corporation with all of the above documents within the times provided above. If the member and/or caregiver fails to supply the Corporation with the required documentation, the member's Mutual Ownership Contract will be terminated and a Dispossess Action instituted to secure possession of the dwelling, with all costs and attorneys' fees to be paid by the Member.

F. Rentals

Renting a dwelling, or portion of a dwelling for any amount of money can be considered a pecuniary profit or net earnings and is in violation of the Corporations bylaws. As such any member engaged in such activity will immediately be served a notice to quit and have their contract terminated.

1. Members may not rent to others nor advertise their dwelling or individual rooms or cellars for rent.
2. A member shall occupy the dwelling as a private dwelling only for himself and his immediate family, and the member's domestic partner or significant other and that individual's immediate family.
3. Dwellings are kept as private residences and multi-family dwellings.

G. Maintenance Requests

1. General Requests

By requesting maintenance, the member authorizes maintenance personnel to enter their dwelling to perform the necessary work.

a. To Make a Request:

- i. Call into Management Office (908-486-5012) Monday through Friday 8:30AM to 4:00 PM
- ii. Explain the issue as clearly as possible

Due to the number of daily work order requests, it is impossible to schedule any appointment to get work done.

b. On day of requested service:

- i. If a member has a dog, it must be locked up or kept out of the way of the employee's working area.
- ii. Make sure the area is clean and sanitary and that workers have access to all required areas

c. In the event of an emergency

- i. The Corporation will attempt to contact the member for whose dwelling access is required through the contact number listed with the Corporation
- ii. Members are encouraged to furnish the office with a key or lock entry code and authorize entry to facilitate emergency work being performed, during normal working hours, in the member's absence.

If Maintenance cannot get access to the dwelling in a timely manner, or if a dog is loose and maintenance is unable to perform the work, and there is a health or safety concern necessitating the work to be performed immediately, a fee of \$100 per day will be service charge is assessed to the Member.

2. Chargeable work orders

When Corporation personnel performs any work required to be done by the member to place the dwelling in suitable condition for occupancy, within the meaning of the Mutual Ownership Contract, the cost is charged to the member's account. Payment for this work must be made immediately upon being billed. In the event the member fails to pay the full amount, any money paid to the Corporation is allocated to liquidate the oldest outstanding balance first with the remainder, if any, being used to pay a portion of their monthly payment thereby making the member delinquent.

3. Emergency Requests

After hour call-outs are handled through Answerphone - (908)-486-5012. When a member requests service there must be someone at the address to let the maintenance worker in. If no one is home, or if a member requests the maintenance worker to respond to a non-emergency after normal working hours, the member will be charged the full cost incurred.

a. Designated Emergencies

i. Cellar Flooding Due to Sump Pump Failure

The member is responsible to make sure the Sump Pump is plugged in at all times. If a cellar is flooded, and a member refuses to allow entry to check the pump, or if there is a substantiated complaint from a member that the sump pump was disconnected and caused the flooding, the violating member will be assessed the full costs incurred and be subject to the Uniform Penalty for Noncompliance.

ii. Sewer Back-Up

Do NOT attempt to wade through sewage.

iii. Gas Leak

Open windows immediately and shut off main gas line if possible whenever you suspect a gas leak

iv. Potential Fire or Electric Shock Hazard

If safe to do so, shut off the main breaker or the breaker connected to the potential hazard. Even after the breaker is shut off, treat the outlet as live until told it is safe by a licensed electrician.

v. Water Heater Rupture

If safe to do so, turn off the gas-line feeding the water heater and then turn off the water line feeding the Water Heater.

vi. Toilet Clog or Water Line Break

A sink or tub clog is not an emergency as members can plunge these issues to tide them over for a day or two.

H. Insurance Coverage

1. Mandatory Personal Liability Insurance

- a. Members must purchase and maintain continued uninterrupted liability insurance coverage of not less than \$300,000, in the form of a Homeowners Insurance Policy, which is a package policy and must include fire, extended coverage and Comprehensive Personal Liability (CPL).
- b. The fire policy must provide coverage for member's furniture, personal property, and improvements damaged by fire.
- c. The CPL policy may assume legal defense and expenses if the member is sued, and will pay damages that may be awarded, up to the policy limit.
- d. When purchasing insurance, members should apprise their insurance agent of the fact that they need broader coverage than an ordinary tenant's policy provides.
- e. In the event a member does not submit documentary evidence to prove that their policy was maintained in full force and effect at all times
 - i. The member will be fined \$300
 - ii. the member will be given ten (10) days to comply otherwise Corporation legal counsel will serve a Notice to Quit.

The Corporation's insurance does not cover member's personal property or effects, or improvements or betterments, either inside or outside the dwelling.

2. Improvements

If a member added to, or upgraded, the dwelling, including, but not limited to, making structural changes, the member must pay for the appropriate endorsement such as Building Additions and Alterations.

3. Documentation

- a. Members must submit a Certificate of Insurance or a copy of the Declaration Page yearly upon renewal of their policy. No other documentation is acceptable. Members are singularly responsible for handing in this documentation in a timely manner. No reminders will be given.
- b. A member who does not submit the Certificate of Insurance or Declarations Page is subject to a fine of \$300. Upon being fined, the member will be given ten (10) days to comply with the documentation requirement; failure to do so will subject the member to legal action for termination of their Mutual Ownership Contract., with all costs and attorneys' fees to be paid by the Member

4. Additional Interest

The Corporation shall be named as an Additional Interest to every member's policy, for purposes of receiving notice if the policy premium is unpaid or canceled.

I. Personal Property

In the event there is any damage to Corporation property attributable to an act, oversight, or negligence by the member; or damage caused by their personal property, whether accidental, beyond their control or otherwise, the Member will be assessed the full cost in connection with repairing or replacing the damage. Furthermore, the Corporation assumes no responsibility for any damage to the personal property of a member, or a Member's family, which may be caused by the Corporation or its agents, servants, or employees, or if the property is damaged while the Corporation is performing its management and administration functions, or if the damage occurs while the Corporation is removing property which has been placed or installed in violation of the rules and regulations of the Corporation, the By-Laws, management resolutions, or Certificate of Incorporation as they now exist or may be lawfully supplemented or amended, even if the damage is caused by negligent acts or omissions. The Member shall be liable for damage which the Member causes to the Corporation's property in making any installation of personal property, whether it complies with the operative documents or not. Members must remove any item or installation that interferes with maintenance and or any contractor engaged by the Corporation in the execution of work to the dwelling, or grounds.

J. Perpetual and Acceptable Use

All property and buildings in Winfield Park are owned by the Corporation and no member has any individual ownership interest in the dwelling nor exclusive use of the grounds. The Mutual Ownership Contract sets forth each member's rights and obligations. A member is entitled to occupy the dwelling as a private dwelling only for themselves and their immediate family, and may enjoy the use in common with all members of the Corporation, of all community property and facilities, other than commercial and business property as long as they remain a member of the Corporation, occupies the dwelling and abides by the terms of the Mutual Ownership Contract. The resident member is contractually obligated to maintain the grounds connected to the dwelling.

Notwithstanding that the property belongs to the Corporation, it is understood that members are entitled to privacy within their own dwellings and on the lawns immediately adjacent to their dwellings. Therefore, no member should enter onto the lawn immediately adjacent to the dwelling of another member for purposes of harassing, or in a manner that harasses or invades the privacy of, that member. Furthermore, no member may open the gate or fence and enter into the yard surrounding another member's dwelling for purposes of harassing or invading the privacy of that member. The violating member will be subject to the Uniform Penalty for Noncompliance.

No yard sales shall be conducted on any property within the confines of Winfield, nor shall the property be used for the offering of articles for sale except through recognized business or commercial activities limited to those tenants who rent the commercial building.

K. Assigning Priority

1. Conveying a Priority

- a. To convey a priority, a member must be a member in good standing and must have been in compliance with their contractual obligations during the previous eighteen (18) month period. The conveying member must execute an affidavit to extend the priority privilege to a designated relative; a verbal declaration of conveyance is not binding. The affidavit shall be submitted by the first-time applicant along with the application. (See Section A, paragraph (b)(3) above). In the event an administrative charge is assessed, the eighteen (18) month requirement shall commence from the date of the last administrative charge.

- b. No member may extend a priority privilege to a relative until they attend all of the following:

- i. One (1) Orientation Meeting
- ii. Two (2) Membership Meetings
- iii. Two (2) Township Meetings
- iv. Two (2) Board of Education Meetings

The record of attendance, signed at each meeting, shall be attached to the affidavit extending priority privilege

- c. Irrespective of a member's ability to convey a priority, in the event a Member's son or daughter has been an active member of the Winfield Fire Department and/or Ambulance Squad for at least three (3) consecutive years, and the Corporation receives written certification from the Fire Chief that this son or daughter met all their Fire Department and/or Ambulance Squad obligations for three (3) consecutive years, within the last six (6) years, the son or daughter may apply for housing under the designated priority classification.

2. Order of Priority

Priorities for housing are given to the following individuals in the following order:

- a. A member displaced by a fire that damages his dwelling to the extent that it is uninhabitable. This housing is strictly of a temporary nature, it being expressly understood that as soon as the member's original dwelling has been rehabilitated or is habitable, the member shall vacate the temporary housing and re-occupy their original dwelling. Displaced members shall be offered the first suitable dwelling in sequence, based on the dates of their membership in the Corporation, starting with the longest-standing member.
- b. A member of the Corporation enlisted in any branch of the Armed Forces of the United States, after their honorable discharge, may re-apply within a six-month period and be placed at the top of the priority list in their housing category.
- c. A member wishing to transfer.
- d. A son or daughter of a member who has applied for housing, and is called or enlists in the Armed Forces of the United States prior to being housed, and reapplies within six months after being honorably discharged will be given top priority on sons and daughters applications.
- e. A son or daughter of a member of the Corporation. Until such time as the son and daughter list is exhausted, no other priority will be interviewed or offered housing.
- f. A member who, upon divorce from another member, signs a Release transferring his or her interest to the dwelling to the former spouse-member. This priority shall be limited to three months from the date of signing the Release, and shall only be granted if the member complied with contractual obligations for the previous 18-month period.
- g. Parents of members of the Corporation.
- h. Brothers and sisters of members of the Corporation.
- i. Grandchildren of members of the Corporation.
- j. New applicants.

3. Due to Death

A son or daughter of a Member who was domiciled in the Member's dwelling with the Member for at least twelve consecutive months immediately prior to the Member's death shall retain their priority classification for ninety (90) days after the Member's death. Each son or daughter shall be permitted to file one (1) priority application for housing within this ninety (90) day period. The extended priority classification shall terminate if an application is not

filed within the ninety (90) day grace period. Furthermore, any applicant posted on the approved list shall retain their priority classification, in the event of the untimely death of the member extending the priority, until they cancel their application or refuse housing when offered.

4. Downstairs bachelor

An applicant for a bachelor specifying DOWNSTAIRS ONLY will not be offered an upstairs dwelling and will retain their position on the list until such time as the offering of a DOWNSTAIRS dwelling coincides with their priority classification position.

L. Voting and Individual Citizenship

Members in Good Standing are allowed to vote on any motion during the general membership meetings and for Board members during yearly Board elections. Community decisions, involving such matters as may be presented to the Township Commissioners or School Board, call for individual action by members, as citizens. The Corporation cannot represent a member unless the Board determines that corporate interests are affected, or a majority opinion of the membership directs this action by the board

M. Qualified Immunity

EXCERPT FROM MEMBERSHIP MINUTES, NOVEMBER 16, 2010:

The Winfield Mutual Housing Corporation, its Board, its Committees and its servants, agents and/or employees shall not be liable in any civil action brought by or on behalf of a Winfield Mutual Housing Corporation Member or the Member's spouse or civil union partner to respond in damages as a result of bodily injury including death to the Winfield Mutual Housing Member or the Member's spouse or civil union partner occurring on the premises of the Winfield Mutual Housing Corporation except where there is a willful, wanton or grossly negligent act of commission or omission by the Winfield Mutual Housing Corporation, its Board, its Committees or its servants, agents and/or employees. Nothing in this by-law shall be deemed to grant immunity to the Winfield Mutual Housing Corporation, its Board, its Committees and its servants, agents and/or employees causing bodily injury including death to the Winfield Mutual Housing Member or the Member's spouse or civil union partner on the premises of the Winfield Mutual Housing Corporation caused by its willful, wanton, or grossly negligent act of commission or omission.

N. Recreational Programs

The Corporation sponsors several recreation programs. Parents guardians or thie appointed representative are welcome to accompany their children to the recreational programs at the community center.

The recreational program is no a school, nor a child care center and children are at liberty to come and go as they please. No one is required to stay for any definite period. While a child is at the recreational program they can participate in supervised group activities. A variety of programs are offered at different times, however, as participation is voluntary, a child may decline to participate and leave the building.

If a parent or guardian registers a child in one of the Corporations recreational programs, it is with the full knowledge and understanding that the child, of their own volition, can participate or not participate. It is the parent or guardian's responsibility to instruct the children on the duration of participation. If the child chooses to leave the building, they should also be instructed on what to do and where to go. It is not within the scope of the program, nor within the province of the supervisor, to keep a child at the center if the child decides to leave.

In the event a parent or guardian is of the opinion that a child is too young to make their own decision, the parent, guardian, or their representative may:

- A) Stay with the child while participating in the program or
- B) Accompany the child to the center, notify the supervisor that the child is not permitted to leave, and return at least 15 minutes prior to the end of the program to pick up the child.

In any event, neither the Corporation, its agents, employees, or supervisors assume any responsibility if a child chooses to leave the building if a parent, guardian, or their representative fails to pick up the child prior to the end of the program.

O. Compliance

In the event a member violates any of the provisions of the Mutual Ownership Contract; Certificate of Incorporation; By-laws; Member Selection Policy; Rules and Regulations or any policy hereafter adopted, that member shall be subjects to the Uniform Penalty for Non-Compliance as defined in this handbook.

The member may appeal this notice in writing and request a meeting with the Board at their next regularly scheduled meeting. After the hearing, the decision of the Board shall be conclusive. The member may reinstate their Mutual Ownership Contract prior to the court appearance by curing the violation, complying with corporate policy, and paying the full legal costs of the action.

Failure to enforce any rule, regulation, By-Law or Contract Provision does not, and will not, constitute an implied waiver.

6. Administration

A. Board of Trustees:

The Board shall conduct its business in accordance with the provisions set out in the Corporation's by-laws. The Board shall also appoint and hire a Property Manager. The Board establishes policy, and controls the financial and business operations of the Corporation.

B. Property Manager:

Administrative control of corporate business is exercised through the Property Manager. The Property Manager is responsible for managing and conducting the business of the Corporation in accordance with the general policies and authorizations of the Board. The manager's formal duties are set forth in the by-laws. On a day-to-day basis, the Property Manager will assist members within the operational structure of the Corporation. However, any request that indicates preferential treatment, or outside established operating parameters may lead to inequitable situations and will not be approved.

C. Management Advisory Committee:

A permanent Management Advisory Committee, comprised of the President, Vice President, Treasurer, and Secretary, is authorized to make management and administrative decisions in the absence, and only during the absence, of the Property Manager. This committee may also utilize the expertise and experience of other members of the Board.

D. Administrative Charges

In the event a member's monthly payment is no paid in full before noon on the last business day of each month, the member will be assessed a \$50 administrative charge. After having this charge applied 3 times within a calendar year, subsequent administrative charges will be increased from \$50 to \$75.

E. Real Estate Taxes

Real Estate Taxes are the cumulative total of the local tax levy to support the school, township, and country. The Corporation can neither increase no decrease the local tax levy. The Corporation, being the only tax payer, is assessed and pays the tax bill in four (4) payments. The preliminary tax bill is paid on the first of February and the First of May and represents on half (½) of the previous year's final tax bill. The final tax bill is presented to the

Corporation in July and is paid in August and November. This represents the difference between the preliminary and final tax bills and is funded over the remaining 5-month period.

F. Water Charges

A master meter records the total consumption of all members. Individual water conservation is, therefore, very important. Dripping faucets, running commodes, unattended lawn sprinklers, etc. increases the water bill, which collectively the membership pays. Therefore, to curtail wasting water, a nozzle must be attached to the end of any hose in use.

III. Interior of Dwelling

1. Clarifications

- A. Living Room Door: Located at the back of the dwelling
- B. Kitchen Door: Located at the front of the dwelling
- C. Exceptions to the above for specific additions

2. Safety

A. Basic Requirements

Each member shall install and maintain an approved fire detection system. A violation of any provision of this section shall subject the member to legal action to terminate the member's contract, with all costs and attorneys' fees to be paid by the member.

1. Carbon Monoxide Detectors

Each member must also maintain and install a carbon monoxide detection device in the cellar, and one on each floor, including one adjacent to their bedroom.

2. Smoke Detectors

There shall be a smoke detector in the cellar and one installed on each floor.

3. Heaters, Stoves, and Fireplaces

Any type of portable heater, liquid fuel burning space heater, wood burning stove or open fireplace is expressly forbidden from being used in any dwelling.

4. Candles and Lamps

Leaving any candle, oil lamp or any open flame burning when there is no one in the dwelling is strictly prohibited.

B. Inspections

A routine inspection of each dwelling will be conducted by the Corporation once every three years, to verify the existence of a fire detection system, smoke and carbon monoxide detectors, and to verify that there are no combustible materials in the dwelling. In addition, the Corporation may conduct a subsequent safety inspection of any dwelling (i) when there is reason to believe there may be safety violations in the dwelling or (ii) as a follow-up to verify that previously identified safety violations have been corrected. If previously identified safety violations have not been cured at the time of re-inspection, the member shall be fined \$50.00.

1. Access

Any member who refuses to provide access for any inspection required by the Corporation shall be fined \$25.00, and shall be responsible for all costs and attorneys' fees to either compel access or to recover payment of any fines assessed, regardless of whether a court action is started.

3. Additions and Improvements:

A. Responsibility and Upkeep

Any change or improvement made in or to a dwelling, whether by the occupant, or by a previous occupant, shall be maintained by the current occupant at their expense. The following is a partial listing of maintenance work not covered by the Corporation: interior painting and decorating; window and door glass; television antennae; satellite dish; lawns and plantings and the care (not repair) of walkways adjacent to the yards of the residence; or repairs made necessary by the negligence of the member, or by persons living in or visiting their residence; all new equipment, additions, alterations, finished cellars and kitchen cabinets.

B. Improvements which Interfere with Maintenance

Members must remove any item or installation that interferes with maintenance and or any contractor engaged by the Corporation in the execution of work to the dwelling, or grounds. Each Member shall indemnify and hold the Corporation harmless for any damage resulting from the Member's failure to remove said item when the Corporation's employees or agents are performing their services as required under the Corporation's governing documents, including this handbook.

Members do not have the right to decline or refuse services for maintenance provided or ordered by the Corporation.

4. Pets

Ownership of domesticated animals shall be limited to two (2) per unit. Two (2) animals are defined as any two (2) registered domesticated animals. The size of a dwelling shall have no bearing on the maximum number of animals permitted. Livestock is not permitted.

Each member must register their pet with the Township of Winfield and obtain all necessary permits.

Pets in unfenced areas: Any pet on Corporation property, other than in a fenced-in area, must be restrained by a person holding a leash, attached to the pet's collar, in their hand. In the event a pet defecates on Corporation property, the member must immediately clean it up. Failure to comply subjects the member to the penalty for non-compliance. Disposal of pet waste is to be made in either the member's garbage or one of the public garbage cans around the track. A member may not dispose of their dog's waste in another member's trash can.

Pets in fenced areas: Providing a responsible person, twelve (12) years of age or older, is in the yard with the pet or standing at the door, a pet may run loose in a fenced in area if the fence is at least 48" high and the gates are secured with child safety devices. If the pet is not accompanied by a responsible person, the pet must be on a leash and secured within the fenced-in area. Under no circumstances shall any pet's leash be attached to a porch railing, or within reach of a sidewalk as this impedes access to the dwelling. No pet left shall be left outside and unattended when no one is home.

Responsibility for visitors' pets: The rules and regulations also apply to visitors who bring their pet to a member's home. The member is responsible for any visiting pet. If a dog bites a person or animal, the Winfield Mutual Housing Board, at their discretion, after receipt of a written complaint can require the owner and/or Member to permanently remove the dog from all Winfield Mutual Housing property including but not limited to the Member's dwelling.

5. Walls

A. Paneling

Factory finished paneling is acceptable providing it was installed in a workmanlike manner, is in good condition and complete with necessary trim. If this criterion is not met, the paneling is unacceptable and must be removed.

B. Wallpaper

Wallpaper, sanitas, contact paper and congowall are unacceptable and must be removed upon vacating the dwelling.

C. Paint

Upon vacating the dwelling all painted walls must be returned to a neutral color as requested by the Property Manager.

6. Flooring

Floor coverings in the kitchen and bathroom are maintained by the member.

A. Hardwood Flooring

Hardwood floors can neither be painted nor have floor coverings glued or otherwise attached to them. If the member is going to work on the wood floors, they should first notify the management office to outline the proper procedures

B. Tiling

Loose, broken, or missing tiles must be replaced to match the existing tiles. In the event the tiles do not match, a new floor will be installed at the member's expense.

7. HVAC

Prior to having a central air conditioning system installed the member must execute the appropriate agreement at the management office and secure a permit from the Township. All electrical work shall be done by a licensed electrician with a copy of the Underwriters Certified Approval submitted to management. No exterior installation shall be within four (4') feet of a neighbor's dwelling.

Furthermore, maintenance personnel are neither equipped nor qualified to remove or install a central air conditioning system. If the furnace needs to be replaced, the member shall be solely responsible for all costs incurred in the removal, disposal and installation of the heating / air conditioning system and engaging the services of an independent contractor to perform the work. The member will be reimbursed the Corporation's labor and material cost to remove and replace a furnace.

8. Cellars

The cellar provided by the Corporation consists of exterior cinder block walls, framed interior dividing partitions in multi-family and a concrete floor - none of which can be damaged by water.

A. Beds in Cellars

If there is a bed in the cellar – whether or not anyone is actually sleeping there – to ensure there is adequate means of emergency escape in the event of a fire, there shall be at least one exterior emergency escape and rescue opening. The minimum size of the opening shall be 5.7 square feet (approximately 2'0" x 3'0"). The height of the window sill shall be no greater than 44" from the cellar floor. To permit emergency escape, a window well shall be installed to provide an opening of 9 square feet (approximately 3'0" x 3'0"). As an alternative – an outside entrance can be installed with steps to the cellar. Additionally, SMOKE and CO2 detectors must be installed. In the event there is not at least one (1) exterior emergency escape and rescue opening installed, should a subsequent inspection reveal that a bed is in the cellar, the member shall be subject to legal action to terminate the member's contract, with all costs and attorneys' fees to be paid by the member.

B. Sump Pumps and Pits

As cellars are prone to flood there is a sump pump in every building. The sump pump is connected to a separate electrical outlet and must never be unplugged. Bed in Cellar

The sump pit must be kept free of any foreign object which may cause the float to be inoperable. In the event the member places a service call citing a sump pump problem, the member will be charged the full costs incurred if an inspection reveals that the pump is operating properly or if the problem was caused by an object in the sump pit interfering with the operation of the sump pump.

C. Dryer Vents

Dryer Vents must be kept in good working order and must be cleaned out, at the member's expense yearly. Dryer vents must be properly vented outside the dwelling.

D. Heater and Hot Water Heater

Members are responsible for the care and upkeep of the heating system in their dwelling, including filter changes and oiling if required. Permission from the Board is required to add to, change, or modify an installed furnace. If the furnace is ever shut off, other than by the Corporation's maintenance personnel, the member is solely responsible for any resulting damage to the property attributable to the absence of heat. If a member experiences any problem with their furnace, do not call the Corporation for service as maintenance employees are not trained to repair furnaces. Instead, contact a licensed repair technician or consider entering into a maintenance agreement with the gas company or similar agency.

In the event a heater or hot water heater is deemed unserviceable ("Red-Tagged"), the Corporation will replace the heater or hot water heater (See Section III, 7).

E. Items Stored in Cellars

As cellars have inherent water problems, members should refrain from placing anything in the cellar, or on the cellar floor, which can be damaged by water or moisture. Each member shall therefore protect their own property. In the event there is any damage to a member's personal property including damage to a finished cellar, the member assumes full responsibility for its replacement.

9. Bathrooms and Kitchens

A. Bathtubs

Members are prohibited from waxing textured, slip-resistant standing/walking surfaces or using abrasive cleaners such as scouring powders or pads, steel wool, scrapers, sandpaper or anything else that would scratch or dull the surface of the Lasco unit. To clean the Lasco tub/shower unit, members may use a fiberglass, acrylic, marble cleaner and polish, or apply a coat of quality automotive paste wax and buff to a high shine with a soft cloth. For normal cleaning, members may use warm water and liquid detergents, especially any bathroom cleaner recommended for cleaning fiberglass,

B. Faucets and Toilets

In the event any faucet or toilet cannot be repaired, the member shall be required to purchase a new faucet or toilet. The Corporation shall make several "builders' grade" faucets and toilets available for purchase by members, with the cost for the installation to be absorbed by the Corporation. Any member who wishes to have a more expensive or higher-grade faucet or toilet installed may do so, with the purchase and installation costs to be paid by the Member.

10. Electrical and Plumbing

Members are cautioned that electrical and plumbing work are not a do-it-yourself activity. All such changes must be performed by a licensed professional with a copy of the Underwriters Certified Approval submitted to management. In addition to the manager's approval, if the member is making Plumbing, Electrical, or Structural changes, they must apply for a building permit from the Township Office prior to commencing any work.

A. Electrical

Any electric service with at least 100 AMP is acceptable. Electrical breakers (or fuses) are the responsibility of members and are replaced at the member's expense. When a breaker trips (or a fuse blows) it is an indication that the circuit, or main, is overloaded. Prior to resetting the breaker or replacing the fuse, members should try to ascertain, and eliminate, the cause.

B. Plumbing

Each dwelling, or series of dwellings for connected dwellings, is equipped with several plumbing features to ensure the dwelling can be used safely and hygienically. If a member, or a member's designee such as a private contractor, engages in any unauthorized work which results in the damage of any of the plumbing lines on either the interior or exterior of the dwelling, the member will be held responsible for the cost of repair to such plumbing lines as deemed necessary by the Property Manager.

The use of pressurized gas to eliminate clogs can result in damage to the plumbing lines and unhygienic conditions in attached dwellings. If a member is experiencing a drainage clog, they should first try to plunge the drain and then, in the event the problem is not resolved, contact Maintenance for service.

11. Interior Decorating

Interior decoration is the responsibility of the resident member who is required to paint all walls, ceilings and woodwork on a regular basis.

12. Additions

A. Agreements and Permits

Prior to erecting or constructing an addition the member must execute the appropriate agreement. A member contemplating having an addition constructed shall submit to the manager certified plans and specifications with the raised seal of the architect or professional engineer. No addition shall extend further than sixteen (16') feet from the end, or twelve (12') feet from the back, of a building.

B. Maximum Dimensions

No addition shall extend further than sixteen (16') feet from the end, or twelve (12') feet from the back, of a building.

An addition shall have a minimum four (4') feet set-back from the adjoining neighbor, except that middle units shall have a minimum three (3') feet set-back from each adjoining neighbor, and a minimum three (3') feet set-back from a "common sidewalk".

Excluding the overhang, the set-back shall be measured from the point protruding furthest in the addition. No addition shall be within eighteen (18') feet of another building. To determine the maximum size possible, it will be assumed that a similar size addition will be constructed on the adjacent building which, when completed, will leave a minimum set back between buildings of eighteen (18') feet.

C. Construction

An addition shall be completed within six (6) weeks from the date of ground breaking. Completion shall be to the satisfaction of the manager who, in their sole discretion, shall determine whether or not the addition has been constructed in a proper manner. If the

addition has not been completed within six (6) weeks from the date of ground breaking, the member agrees to pay to the Corporation the penal sum of fifty dollars (\$50.00) per day commencing from the date immediately following the expiration of the six (6) week period and ending upon the day immediately preceding the date upon which the manager certifies that the addition has been completed. Under such circumstances, it shall be the responsibility of the member to schedule a final approval inspection by the manager. The manager shall determine location and maximum dimensions of any addition. In the event a member's request is denied, they may appeal to the Board in which case the board's decision shall be final. Prior to commencing construction, the agreement shall be signed by the manager and presented to the Township to secure a building permit.

D. Members Responsible for Additions

The member shall acknowledge and agree to construct and maintain the addition, at their expense, in strict compliance with the rules and regulations governing construction of additions. The member further agrees to adequately insure the addition and to indemnify, defend and hold the Corporation harmless from any and all liability, loss or damage the Corporation may suffer as a result of any claims arising out of or in any way connected with the construction or use of the addition.

Should the dwelling have the roof replaced, it is the member's responsibility to replace the roof on any addition so that the addition's roof matches the main dwelling. Member's will have 3 weeks from the completion of the main dwelling's roof replacement to complete the update on the addition(s)

13. Maintenance

A. Sink and Toilet Clogs:

Members must use a heavy-duty plunger to clear sink and toilet clogs before calling maintenance. If the plumber responds to a service request and clears the clog with the plunger, the member will be charged the full costs incurred.

B. Exterminators:

Routine dwelling inspections are made every Thursday, by a licensed exterminator, who furnishes preventive and elimination services for fleas, ticks, mice, rats and other similar rodents, pests and insects. Members are encouraged to report any problem to the management office, and describe it as fully as possible. There must be someone at the dwelling to let the exterminator in. Should a member request exterminating services, and there is no one home, the member will be charged a fee of \$25 for the first time, and \$50 if it happens a second time. When a dwelling is infested with fleas, the exterminator treats the interior and the member is notified to de-flea the animal at the same time. With the exception of power spraying for carpenter ants, no exterior spraying or treatment is authorized. If a member requests this service, the member will be liable for the full costs for treatment. Any request for treatment for fleas will be charged to the member's account.

The cost of any bed bug initial eradication process of the involved dwellings will be paid by the Corporation. However, if the infestation reappears within a twelve (12) month period from the completion of the initial eradication process and the source of the infestation is identified and confirmed, the total subsequent eradication cost will be the responsibility of the member whose dwelling was identified and confirmed as the source.

C. Maintenance Calls

Any maintenance request must be made through the Corporation's main office. Certain service requests might involve maintenance requiring access to multiple units. Members do

not have the right to decline or refuse services for maintenance provided or ordered by the Corporation. It is imperative that maintenance be able to access all units in the event of an emergency. If such an emergency does occur, and maintenance is unable to access the required unit, area of the unit, or is denied entry into the unit, the member who denied entry or whose unit was inaccessible will be held financially responsible for any damage incurred.

IV. Exterior of Dwelling

Failure to comply with these regulations within 5 days of notice of violation will result in uniform penalty of non-compliance

1. Safety

A. Access

There must be a clear 48" walkway between fences, sheds, or hedges, between the building at the back and/or the building alongside each member's residence, in order to have access for emergency personnel. If fences, sheds or hedges were installed prior to enactment of standardized rules and regulations for the community, which do not provide this 48" walkway, then prior to vacating the dwelling, the member must remove or move them in order to create the required 48" walkway for emergency access.

Furthermore, members must be provided unobstructed ingress and egress to the front, rear, and around all buildings. Yard enclosures must have a minimum of two openings or gates which must be unlocked at all times, with the sole exception of gates surrounding a swimming pool, which must be kept locked and secured with child safety devices.

Members using a service walk should report any dangerous or deteriorated sections to the office.

2. Obstruction

Part of the aesthetic appeal of Winfield is the park-like setting which every member has the right to enjoy as part of their benefits of membership. As a general rule of thumb, members are not to erect any structure for the purpose of obstructing an otherwise unobstructed view of another member. While members may make use of structures to cover up features which are not aesthetically pleasing, like trash cans, recycling bins, pool filtration pumps, etc. the purpose of such structures are to enhance the visual appeal of the community, not to provide private access or viewing of an area of a yard, or to prevent access of another member to the yard. It will be up to the Property Manager/s discretion, whose decision can be appealed to the Board, if there is a structure in violation of this provision. If a structure is found to be in violation it will be removed at the expense of the member whose dwelling is adjacent to the violation.

3. Parking

A. Street Parking

There is no specific parking space allotted to any particular resident. Streets are public thoroughfares, and providing as long as a vehicle is properly licensed, it may be parked on any street, subject to in accordance with the provisions of all parking or other municipal ordinances of the Township of Winfield regulating parking. There is no specific parking space allotted to any particular resident.

B. Parking lots:

There are three (3) parking areas under the jurisdiction of the Corporation: along Kohler Drive, at the end of Roosevelt Drive in front of the Administration Building, James F. Buckle Center and Commercial Building, and alongside the county road between 5 Spray Terrace and 44 Wavecrest Avenue. To ensure that those areas, and any other parking area constructed in the future, are used exclusively for parking (and not used for storing), any

motor vehicle parked within one of these three lots which is not moved within forty-eight (48) hours is subject to the uniform penalty for noncompliance. Furthermore, in the event a vehicle is left unmoved for more than seventy-two (72) hours, the member shall be assessed the full legal costs involved in the preparation and service of Notices to Cease and Quit. The vehicle may also be towed at the owner's expense.

C. Driveways

No member shall construct a driveway connected to or leading onto Corporation property.

D. Corporation property parking prohibition and exceptions:

Parking is not permitted on lawns nor can vehicles be driven, or parked on Corporation property, with the exception of parking for a limited period in the Corporation parking areas as provided with a temporary Vehicle Access Permit.

4. Vehicle Access

A. Access Permit:

Vehicles may not be driven or parked on lawns, however, a member may apply for a temporary access permit from the management office, to drive their motor vehicle on Corporation property for the specific purpose of delivering or removing heavy or bulky items. Overnight parking is prohibited. If any ruts are made, the member will be charged the full costs incurred to level off the ruts and reseed the disturbed area. To secure an access permit the member shall execute a permit agreement and deposit \$50.00. The permit is valid for a maximum of forty-eight (48) hours from the time and date of issue. Failure to return the permit to the office, within the prescribed time, will result in the deposit being forfeited. The Winfield Police Department may issue a summons to any car or truck driven or parked on Corporation property without the permit being visible on the dashboard.

5. Maximum Enclosed Area

In the event a member intends to enclose the yard with a fence or a hedge, and there is a building at the back and/or adjacent to the one the member occupies, to determine the maximum area that can be enclosed take one half (1/2) the distance between buildings and subtract 24". In this manner, if the member in the adjacent building erects a fence or plants a hedge, this will allow for the mandatory 48" emergency access between fences or hedges.

6. Improvements and Hardscaping

A. Permanent:

All Permanent improvements require the appropriate agreement. The agreement must be executed prior to the construction of the improvement. The specifications for each permanent improvement are contained in the paperwork for the agreement and only construction that abides by the terms of these agreements are allowed. In the event that a specific agreement form is not available (Shed Agreements, Fence Agreements, Pool Agreements, etc) the member will instead fill out a General Agreement form

A member must submit an agreement to the Board for approval and receive it back signed by the Board and the Property Manager indicating written permission before construction may begin. Any required permits and additional documentation, including but not limited to dig numbers will be acquired and filled out by the member at the member's expense.

Members moving into a residence with a pre-existing permanent improvement must complete a new agreement for each such, and the improvement must be brought up to the standards in the new agreement at the incoming member's expense. If multiple permanent

improvements exist, the Property Manager, at their discretion, may allow the incoming member to combine several of the improvements into one agreement, so long as all such improvements are pre-existing and any work being done on them is simply to return them to their initial condition.

1. Fences:

Privacy Fences are not allowed. No items can be suspended from fences at any time nor can signs be attached to a fence. Attaching such items to a fence will result in the uniform penalty for non-compliance. To ensure that no member shall be denied access, if a fence is installed, gates must be provided to guarantee that members shall have UNOBSTRUCTED INGRESS AND EGRESS to the front, side and rear of the building.

a. Dog Runs:

Effective with the implementation of the 2024 handbook revisions, dog runs are no longer allowed

b. Fencing for Swimming Pools (see pools)

c. Fence Panels

The ultimate determination of whether a structure is a trellis panel or a fence panel, and whether it is permitted within the criteria listed herein, shall lie solely with the Board.

2. Trellis:

The ultimate determination of whether a structure is a trellis panel or a fence panel, and whether it is permitted within the criteria listed herein, shall lie solely with the Board.

3. Sheds:

A building permit is required if the dimensions of the shed are greater than 100 square feet. All other requirements and limitations of the Shed shall be subject to the contents of the Shed Agreement.

Sheds must be kept in good working and aesthetic order and, if painted, painted to match the dwelling.

4. Patios:

Prior to constructing a patio a member must execute the necessary agreement at the management office. All other requirements and limitations of the patio shall be subject to the contents of the patio agreement.

5. Decks

With one (1) exception the policy for decks is the same as those contained in the additions agreement. The singular exception is that a deck may extend sixteen (16') feet from the back whereas an addition is limited to a maximum of twelve (12') feet from the back.

6. Flagpoles:

Flagpoles erected on a property must have an accompanying agreement and are erected in such a way as to be sturdy and reduce risk of structural damage and injury to pedestrians or damage to vehicles. All flagpoles must be installed at least twelve inches (12") from common walkways

7. Outside Faucets:

In order to prevent the possibility of water being siphoned from a pool (or any other area) and contaminating the entire water supply system, outside water faucets must be equipped with a vacuum breaker, commonly called a back flow preventer. Members shall be obligated to pay \$50 to replace an existing front faucet. If an outside faucet, cannot be repaired, the member shall be required to pay the sum of \$100 to purchase a new one. The labor cost for the installation is absorbed by the Corporation.

8. Pools:

Each member is responsible for keeping the pool secure at all times. Every swimming pool shall be completely enclosed by a sturdy fence of not less than thirty- six inches (36") in height. If a safety fence is attached to the top outside edge of the pool, it must protrude at least thirty-six inches (36") above the top of the pool. The gates must be locked at all times when the pool is not in use. If a member installed a pool without a safety fence being attached to the top of the pool, the gates around the yard must be secured with child safety devices. Ladders must be removed when the pool is not in use.

Members are responsible for obtaining all permits from the Township of Winfield necessary for a swimming pool.

A member having a swimming pool on Corporation property must execute an agreement indemnifying and holding the Corporation harmless, and assume all liability for any accident or injury to any person, or damage to property, attributable to the use or installation of the pool.

Prior to using the pool, the member must register the pool with the Township Board of Health and conform to the statutes, ordinances, and other regulations or requirements of any governmental authority in connection with the installation, maintenance, or operation of a swimming pool.

Due to revised pool regulations, which made 2 – ¼" chain link mesh unacceptable for use as a pool fence, manufacturers introduced a 1" slat to be woven perpendicularly between the mesh. 1" slats may, therefore, be installed in a chain link fence providing the slats are the same color as the fence or white. Under no circumstances shall a 2" slat be inserted at a 45 ° angle as this would constitute a "privacy" type fence.

Prior to vacating the dwelling, if the incoming member does not wish to fill out a new pool agreement, the vacating member shall level off the pool area and reseed, or resod the disturbed area. If the vacating member had obtained a permit to install a deck to the pool, and the incoming member wants to keep the deck, it may remain, but only if there are steps, rails, and banisters, all installed in a workmanlike manner, in good condition and complete with necessary trim. If the incoming member wishes to keep the pool, the incoming member must also complete a new pool agreement.

a. Wading Pools: When not in use, must be emptied and turned over.

b. Fees

- New Pool Fee: \$200
- Yearly Pool Renewal Fee (Applied for On or Before May 31th)
 - Pool: \$100
 - Hot Tub/Jacuzzi: \$50
- Yearly Pool Renewal Fee (Applied for After May 31st)
 - Pool: \$200
 - Hot Tub/Jacuzzi: \$100

Non-Specified:

Any improvement not specified but meeting the definition of "Permanent Improvement" requires an agreement signed off on by the Board and Property Manager prior to construction.

B. Semi-Permanent:

Semi-Permanent improvements are defined as any improvement which is designed in such a way to make their removal possible by the residence of the home. In general, these are improvements which only require notice to be given to the Property Manager who will have

final say of approval and permission. The Board will have final say regarding the permanence of improvements when the nature of such improvements is in question.

1. Deck-Like Platforms:

A diagram of the proposed platform, with dimensions, must be submitted as part of the permission requested from the Property Manager.

2. Recreational Vehicles and Storage:

Exceptions to these policies must be appealed to the Recreational Vehicle Committee whose decision can only be retracted by the Board

a. Vehicle Limits

- i. Every dwelling can only have 1 recreational vehicle
- ii. Vehicle cannot exceed 10' x 22'
- iii. Vehicle cannot be more than 8' high
- iv. Cannot exceed 3000 lbs. registered gross weight
- v. Must be properly registered to the member occupying the dwelling. A copy of this registration must be dropped off to the Corporations every year prior to May 31st
- vi. Engines of Recreational Vehicles may not be operated between the hours of 10pm to 8am
- vii. ATV, 4 Wheelers, and Quad-Bikes are prohibited.

b. Storage Requirements:

- i. Any Recreational Vehicle must be properly stored when not in use
- ii. An agreement must be approved for a storage area
 1. The agreement shall include:
 - a. A drawing of the proposed area to be used as storage
 - b. A picture of the area prior to setting up the storage area
 - c. Any other pertinent details including the nature of the ground cover
 2. The agreement shall specify the recreational vehicle being stored in this area
 3. No other vehicles or items may be stored in this area without approval from the Property Manager
- iii. The storage area must be located at the rear of the dwelling
- iv. If the yard has a fence, the storage area must be within the fenced in area
- v. The storage area must not exceed 10' x 22'
- vi. An acceptable non-vegetation ground cover must be used to fill the area and must be maintained
- vii. If the recreational vehicle is ever sold, transferred, or deemed inoperable the storage area must be restored to its original condition prior to being used as a storage area.
- viii. Members shall secure an access permit to drive on Corporation property for the storage or retrieval of a recreational vehicle. Permits shall be secured at the Corporation office during normal business hours.
- ix. No recreational vehicle stored adjacent to a member's dwelling shall be pushed across a neighbor's lawn.

3. Satellite Dish and Television Antennae

The installation of television antenna or satellite dish is permitted provided they are neither fastened to nor attached to the roof, chimney or vent pipe. Support brackets may be fastened to the fascia board or attached to the walls of the building. An antennae or satellite dish is the member's personal property and the member is responsible for any damage to person or property arising from this installation.

4. Non-Specified:

All other changes to the interior or exterior of the dwelling which by their nature are either permanent or semi-permanent will need approval by the Property Manager, who may, at their discretion, require additional agreements.

C. Temporary

Temporary improvements are defined as improvements which are, by their nature, transitory. Temporary improvements can be removed with little to no effort and in general do not require permission from the Corporation, but may require permits from the municipality.

1. Signs and Flags:

The placement of any signs or advertisements on Corporation property or on fences installed by members (with the exception of local political signs at election time) is prohibited. No yard sales shall be conducted on any property within the confines of Winfield, nor shall the property be used for the advertising of articles for sale except through recognized business or commercial activities limited to those tenants who rent the commercial building. No signage of any kind can be permanently attached or nailed to a tree, nor attached to a dwelling.

a. Political Signs

An exception to the above regulation is made for political signage during election time. All such signs must be removed after the corresponding election day.

2. Deck Boxes:

Deck boxes must be of solid construction in such a way as to be weather, water, and animal proof when closed. The deck box must seal tightly. They cannot be transparent, and must sit on the ground, patio, or deck. Deck boxes cannot be stacked on top of one another or on other or other furniture.

3. Fire-Pits and Grills

An exterior gas grill shall be no closer than four (4') feet from a neighbor and at least twelve (12') feet away from the building. No propane tank shall be stored or used in any dwelling. When a permanently installed exterior gas grill, such as a grill having a direct connection to the member's gas line, is no longer being used, the grill and gas line shall be removed and the line capped at the connection inside the building.

No open flame grill shall be used in any dwelling, or on any balcony or in any enclosed area.

4. Trampolines and Recreational Equipment

To protect the safety of passersby, if a member intends to use a trampoline, it must be erected within the fenced-in area on the property adjacent to the dwelling the member occupies. Furthermore, trampolines shall be completely enclosed with safety netting and be no closer than six (6') feet from the fence. Member is responsible for notifying their insurance carrier for coverage.

7. Landscaping, Vegetation, and Ground Cover

A. Ground Cover

1. Vegetation as Ground Cover:

Flower beds, shrubs, evergreen perennials and bushes are acceptable for ground cover. In all other areas, grass shall be used exclusively for ground cover except as defined in Ground Cover Exception except that fiber or other similar material may be deposited directly under swings and other playground equipment as provided in CROSS REFERENCE TO BE INSERTED.

2. Non-Vegetation as Ground Cover:

In the event a member wishes to deposit fiber, stones, patio blocks or other material on the property as ground cover, the member shall submit a sketch to the manager setting forth the dimensions of the area to be covered, the ground cover to be used and its intended purpose. The proposed area shall be clearly defined by being sectioned off with ties or other similar materials and must be aesthetically acceptable to the manager. Furthermore, the area to be sectioned off shall be limited to enclosing an area adequate for its intended purpose. It being clearly understood that the intent is to restrict the use of fiber, stones, patio blocks or other materials to a specific defined sectioned off area. This will ensure that our park-like setting will be maintained. Furthermore, express written permission must be signed by the manager, for a member to deposit any material as ground cover. Failure to comply will result in either Corporation personnel removing the violation, or appropriate legal action being instituted to effect compliance, with attendant costs and attorneys' fees charged to the member's account.

B. Hedges

Thorny hedges are not permitted. Other hedges, when fully grown, shall be no closer than twelve inches (12") from the sidewalk. Hedges must be uniformly trimmed to the following uniform standard. The maximum height for hedges shall be the same as fences: minimum height thirty- six inches (36"), maximum height forty-eight inches (48"). Any Hedge beyond these criteria must be either trimmed or removed at the member's expense.

C. Trees

1. Planting Trees

Planting trees near the foundation of a dwelling is dangerous and costly to the Corporation. Before a member plants a tree, they are responsible for making sure that, once fully grown, the root system of that tree will not run into the foundation of the dwelling, and that the tree itself will not pose a potential fall hazard to any of the surrounding dwellings. Failure to do so will result in the member being responsible for any and all costs involved with tree removal and structure repair on ALL dwellings involved.

Certain tree species also have the potential to create slip and fall risks such as trees that produce "sticky balls" like Sweet Gum trees. Members are discouraged from planting such trees.

If a member wishes to plant a tree but is unsure of where to safely do so, they may contact the Property Manager for a list of acceptable sites to plant trees. Prior to planting a tree, the member is also responsible for acquiring a dig number. It is the members responsibility to remove any potential saplings from the yard adjacent to their dwelling.

2. Tree Maintenance

Members are encouraged to trim dead branches, or branches overhanging sidewalks, however, the Corporation will trim these limbs upon request. Trees on common areas, parks, or roadsides are cared for by the Corporation. Members are responsible for the maintenance of any tree they plant or any decorative tree or shrub on the property adjacent to their dwelling.

3. Tree Removal

Trees which have died, or those judged by the Corporation inspector to be hazardous, will be removed. Members may not cut or remove trees without prior approval in writing from the manager, whose decisions in this regard may be appealed to the Board. Trees which have died, or those judged by the Corporation inspector to be hazardous will be removed. Members are responsible for the removal of any tree they plant or any decorative tree or shrub on the property adjacent to their dwelling.

4. Stump Removal

After the Corporation removes a tree, the member may choose to remove the stump at the member's cost.

D. Invasive Species

Certain non-indigenous plants are harmful both to the natural ecology of the area and to the dwellings and structures of the Corporation. For this reason, certain species of plants are considered invasive and as such are not permitted to be planted on corporate property. These include, but are not limited to:

- Bamboo
- English Ivy (Hedera Helix)
- Kudzu

8. Maintenance

A. Admittance

Members do not have the right to decline or refuse services for maintenance provided or ordered by the Corporation.

B. Siding Cleaning

To avoid any buildup of dirt or grime, and prevent any growth of mildew, the exterior of the dwelling - vinyl siding, window and door casings and awnings - are thoroughly cleaned by the Corporation through power washing. Members with additions will be charged for power washing their additions. If members would prefer to avoid this fee and power wash themselves, or have an outside contractor do so, they are required to contact the Property Manager and inform them of this decision 1 week before power washing is scheduled to begin. Any damage that results for this decision is the responsibility of the member.

C. Snow Removal

1. Walkways and Sidewalks and Service Walks

Members are responsible for keeping service walks clear of snow, ice or any other encumbrance. As soon as possible, after a snow storm, members using the service walk to gain access to their dwelling must clear the walk of any accumulation of snow. If a member fails to clear the snow off the walk within twenty-four (24) hours, the Corporation, without assuming any liability, will endeavor to get someone to remove the snow. In the event the work is executed, the member will be assessed the full costs incurred. If a member uses the walk to gain access to their dwelling, they are responsible. If a member shares a common walkway with other members, the members using the common walkway have a joint responsibility to maintain the walk in a safe and proper manner.

2. Awnings

The awnings attached to the dwelling are designed to provide cover from sun and rain. They are not designed to withstand the weight of excess snow over a prolonged period of time. It is the member's responsibility to remove such snow from the awnings so that they do not collapse under the weight of the snow.

3. Access Paths

The Corporation will maintain responsibility for remove snow from access paths. These do not include paths leading up to members dwellings or sidewalks located near member's dwellings.

4. Exercise Track

No one is permitted to use the track when there is snow or ice on the track, or during inclement weather.

5. Car Removal During Plowing

In order to safely and efficiently ensure the plowing of roads, members will typically be required to move their cars in accordance with appropriate town ordinances. Members who neglect or refuse to do so will be subject to penalties as a result of these ordinances.

D. Ground Cover

Members are responsible for keeping their lawns and yards neat and orderly. The member must cut the grass regularly and ensure the yard is clear of leaves and other debris. At no time may any ground cover obstruct or interfere with walkways.

E. Hedges (See Hedges in Landscaping Vegetation and Ground Cover)

F. Leaves

1. Complying with Leaves and Parking

Weather permitting, members must rake their leaves to the curb each weekend during the months of October, November and December. Leaves are picked up on the even side of the street on Monday and the odd side of the street on Tuesday. Members may not block catch basins, mix stones, branches or trash with leaves, or rake leaves to the curb after the leaf-vac has passed their area. Members are required to remove any leaves a minimum of two feet (2') outside their fence. Leaves cannot be left on the ground, piled in the yard, or raked against hedges or plants. If a member wishes to use leaves as mulch, the leaves must be finely ground and mixed with the soil to create rich humus. In the event a member wishes to recycle yard waste, the organic matter must be stored in a compost container. No open compost piles are allowed.

G. Storage of Equipment

Equipment used in connection with maintaining the dwelling and grounds by the member can be stored, out of sight, in the members shed or dwelling. Only commercial tenants are allowed to store equipment or materials which are used in connection with operating a business on Corporation property if said equipment and materials are pre-approved by the Property Manager.

H. Waste Disposal

1. Waste and Recycling Bins

Waste containers should not exceed 70-gallon capacity, should have tight fitting lids, and should be kept out of public view until the day of collection. Garbage and trash may be placed in the same container.

2. Household

Twice a week, a scavenger is under contract to remove normal household waste placed at the curb in garbage cans with lids. Garbage cans may be placed at the curb as early as 5:00 pm on the night before pickup. Within twenty-four (24) hours of being emptied, all garbage cans, containers or receptacles must be removed from the curb. If the scavenger does not pick up an item, it is not considered household waste and must be removed promptly and put with recyclables or bulky waste.

3. Residual Waste:

Residual waste must be disposed of in the Corporation dumpster. Failure to do so will result in increased cost to the Corporation which will be passed onto the membership in our monthly dues.

4. Recyclables:

The following items are classified as recyclables and cannot be mixed with household garbage or waste: mixed paper, glass, plastic, newspaper, cardboard, cans and

cartons. The Township posts recyclable pick-up dates. Any issues with recycling should be brought to the attention of the Municipality at (908)-925-3850

5. Cleaning Pet Waste (See Pets in Interior)

6. Bulky Waste

Bulky waste includes, but is not limited to: furniture, appliances, wood, carpeting, and bedding, etc. previously used in the member's dwelling, together with anything other than normal household waste and recyclables. Loose articles can be no longer than 36" and must be tied securely or placed in suitable containers. Members operating a service-related business cannot intermingle trash and products, generated by their business, with household trash. Place bulky waste at the curb before 7:00 A.M. on the last Wednesday of every month. Bulk waste left at the curb on any other day other than the last Wednesday of the month will be removed by maintenance personnel and the member charged actual cost incurred for collection, transportation, and disposal.

7. Appliances

a. Replacement of Appliances:

A member buying a new refrigerator - or any other appliance - should arrange to have the store remove the old appliance at the time the new one is delivered.

b. Freon Removal:

Any member who intends to dispose of a refrigerator, freezer, air conditioner, or any appliance containing an unapproved coolant, must receive a sticker from the Management Office no later than the Monday before the last Wednesday of the month. The sticker must be attached to the appliance prior to placing it at the curb. Refrigerators, freezers, and air conditioners, etc. must be placed at the curb on the last Wednesday of every month (bulk collection day). The scavenger will dispatch the freon removal vehicle - on a per call basis - ahead of the garbage truck, to drain the freon prior to disposal.

8. Commercial Tenants:

Nothing shall be placed at the curb from any type of business operation. Business operators must dispose of surplus products or goods outside the confines of Winfield at their expense.

CERTIFICATE OF INCORPORATION
-of the-
WINFIELD MUTUAL HOUSING CORPORATION
(a non-profit corporation)

THIS IS TO CERTIFY that the undersigned, for themselves, their associates and successors hereunder, do hereby associate themselves into a non-profit corporation under and by virtue of the provisions of an act of the Legislature of the State of New Jersey enacted in 1898 and entitled "Corporations and Associations not for Profit" (Title 15, Revised Statutes of New Jersey), and the several supplements thereto and acts amendatory thereof.

FIRST: Name. The name of this corporation is WINFIELD MUTUAL HOUSING CORPORATION

SECOND: Purposes and Powers. The purposes for which this corporation is formed are:

(a) To manage, operate, acquire, and own, on a non-profit basis under appropriate agreements, in the interest of the United States of America, the members of the corporation as occupants thereof, and the National defense, projects constructed by the Federal Works Administrator, in order to provide housing for families of persons engaged in National Defense activities pursuant to an act of Congress approved October 14, 1940 (54 Stat. 1125), as amended, known as the Lanham Act, and for the housing of certain persons and their successors as may be agreed upon between the corporation and the United States of America, on termination of the National defense emergency as determined by the President of the United States.

(b) To provide, on a non-profit basis, such community and other facilities, services, or benefits as may be necessary or convenient for the welfare of its members and the usefulness of said projects.

The corporation shall have full powers to accomplish the purposes for which it is organized and to do all acts and things necessary, convenient or expedient to carry out said purposes in the State of New Jersey, and elsewhere, and in the exercise thereof shall have each and every power granted to non-profit corporations organized under the laws of the State of New Jersey and, in addition thereto, shall have all privileges extended to it by the United States of America or the laws thereof.

THIRD: Location. The location of the principal office of this corporation is at Winfield Park, in the Township of Winfield, County of Union, State of New Jersey, and the name of the agent therein and in charge thereof, upon whom process against the corporation may be served is J. Franklin Mull.

FOURTH: Governing Body. The affairs of the corporation shall be conducted by a Board of Trustees, consisting of nine members, and trustees shall be selected and hold office for such terms as the by-laws provide and shall be subject thereto and to this certificate of incorporation and all applicable laws.

FIFTH: First Board of Trustees. The names and post-office addresses of the trustees selected to serve as such for the first year of existence of this corporation or until their successors are elected and qualified, are:

TRUSTEES	POST OFFICE ADDRESS
JAMES E. THOMPSON	Winfield Park, Winfield, N.J.
HENRY KING	Winfield Park, Winfield, N.J.
G. DARRELL O'NEILL	Winfield Park, Winfield, N.J.
PETER J. FLYNN	Winfield Park, Winfield, N.J.
MRS. MARGARET A. KERNEY	1060 Broad Street, Newark, N.J.
HARRY STEVENS	478 Central Avenue, Newark, N.J.
JUDGE GENRY WALIMAN	Elizabeth, New Jersey
SAMUEL ROTHBARD	1060 Broad Street, Newark, N.J.
HENRY HARRIS	1060 Broad Street, Newark, N.J.

SIXTH: Members Property Non-Liability. The private property of the members of this corporation shall not be subject to the payment of debts of the corporation.

SEVENTH: Period of Existence. The period of existence of this corporation is unlimited and perpetual.

EIGHT: Special Provisions. This corporation is a non-profit corporation without capital stock or shares thereof and shall not engage in any activities for the purpose of obtaining pecuniary profit or net earnings for members or individuals.

The corporation may amend these Articles in the manner authorized by the law under which it is incorporated, provided that such amendment or amendments would have been authorized by said law as original Articles and shall not violate the terms, covenants, or conditions of any trust, or any agreement entered into by the corporation.

The corporation cannot be dissolved except in the manner provided in the law under which it is organized. Should the corporation be legally dissolved, all assets shall be disposed of in furtherance of the purposes and trusts of the corporation, and no property shall be diverted from any trust, or any agreement entered into by the corporation or legally adopted amendments to these Articles. The dissolution of this corporation shall be effective only after due notice to all members and adequate publicity through the newspapers, as required by law, and neither officers nor members of the Board of Trustees shall derive any personal benefit or advantage from such dissolution. If the corporation should be dissolved the assets of the corporation shall be distributed in the following manner and order: (1) by paying all debts of the corporation and expenses of dissolution; (2) by paying to those members of the corporation, who expressed their intentions and desires of the continuation of the corporation and of their membership therein by voting against dissolution, the value of their equities and rights including the value of continued housing for themselves and their families under their Mutual Home Security Policy issued to them by the corporation as evidenced by said policy and the records of the corporation; and paying to the members of the corporation who voted for dissolution an amount proportional to but not greater than the amounts paid by each of said members to the corporation and credited to the amortization of principal only under

their Mutual Home Security Policy issued to them by the corporation, less deductions provided in said policy and the records of the corporation; (3) by donating the remainder or surplus of said assets to the person who holds the office of Federal Works Administrator or a person designated by him, or the person who succeeds him in such office or in the duties thereof, or a person designated by him, as a trust to be devoted by him to fostering adequate housing of working people, preferably those in National defense activities, in inexpensive but well-built and comfortable homes in keeping with recognized standards of safety, health and wholesome living and in pursuance of the principles of mutual home security through non-profit corporate ownership under National or state laws providing for the incorporation of non-profit corporations, their operation, protection, and assistance.

Any attempted violation of the provisions of this Article shall be without legal effect and void and may be enjoined by any court of appropriate jurisdiction.

IN WITNESS WHEREOF, we have hereunto set our hands and souls this 29th day of December, A.D. 1941.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

BELLE KRUGER
Witness

PETER J. FLYNN	(SEAL)
HENRY KING	(SEAL)
JAMES E. THOMPSON	(SEAL)
G. DARRELL O'NEILL	(SEAL)
MRS. MARGARET A. KERNEY	(SEAL)

ACKNOWLEDGMENT

STATE OF NEW JERSEY :

SS.

COUNTY OF ESSEX

BE IT REMEMBERED, that on the 29th day of December, A.D., 1941, before me, a Notary Public, personally appeared PETER J. FLYNN, HENRY KING, JAMES E. THOMPSON, G. DARRELL O'NEILL and MRS. MARGARET A. KERNEY, who I am satisfied are the persons named in and who executed the foregoing certificate, and I have been first known to them the contents thereof they did each acknowledge that they signed, sealed and delivered the same as their voluntary act and deed

(SEAL)

Belle Kruger
(Title) Notary Public of N.J.

Rec'd December 30, 1941 at 9:00 A.M.

MAILED TO: SAMUEL L. ROTHBARD,
1060 Broad St.,
Newark, N.J.

The foregoing is a copy of the original recorded in Incorporation Book # 59 page 535 etc. Dated December 30, 1941 Union County Court House, Elizabeth N.J.

BY-LAWS

The by-laws, as amended July 22, 2004 supersedes all by-laws, previously in effect by the Winfield Mutual Housing Corporation.

ARTICLE 1. NAME & ADDRESS

The name of this corporation is the Winfield Mutual Housing Corporation. It is a non-profit corporation having no capital stock or shares and was organized under the laws of the State of New Jersey governing "Corporation and Associations not for Profit". Its principal office is located at Winfield Park, in the Township of Winfield, County of Union, State of New Jersey.

ARTICLE 2. PURPOSES

As set forth in its Certificate of Incorporation, this corporation has been formed for the following purposes: (a) To manage, operate, acquire, own on a non-profit basis in the interest of the people of the Township of Winfield, the members of the corporation as occupants thereof, the property known as Winfield Park; (b) To provide on a non-profit basis, such community and other facilities, services or benefits as may be necessary or convenient for the welfare of its members and the usefulness of the corporation.

ARTICLE 3. OFFICERS & TRUSTEES

SECTION 1. The affairs of the corporation shall be conducted by a Board of Trustees, consisting of seven (7) members, who shall be elected by the members of the corporation. No Trustee shall be an employee of the corporation or serve on the Township Committee or Board of Education.

- (a) Trustees terms shall be as follows:
Two (2) Trustees shall be elected annually for three (3) year terms except that the third year, three (3) Trustees shall be elected for three (3) year terms.
- (b) CERTIFICATION: Upon election or appointment of any Trustee, a certificate, under the seal of the corporation giving the name and post office addresses of those elected, or appointed and the term of their offices, shall be filed and indexed in the office of the County Clerk of Union County, New Jersey as required by law.
- (c) COMPENSATION: No compensation, remuneration or payment of any kind or in any form shall be paid to any Trustee for his or her services. However, Trustees may be reimbursed for actual expenses incurred on behalf of or for the benefit of the corporation. Such remuneration shall be supported by a detailed voucher which shall be published in the financial statement submitted to the membership.

- (d) **QUORUM:** Five (5) members of the Board of Trustees shall constitute a quorum at any meeting of the Board for the transaction of business.

SECTION 2. The officers of the corporation shall include a President, who shall serve as chairman of the Board of Trustees, a Vice-President, a Treasurer, an Assistant Treasurer and a Secretary, each of whom shall be elected by the Trustees at the Reorganization Meeting immediately following the Annual Meeting.

SECTION 3. When a vacancy occurs on the Board of Trustees before a Trustees' term has expired, the vacancy may be filled by the remaining Trustees at the next Board Meeting. This appointee shall serve until the next Annual Meeting of the members of the corporation. Failure of the Board to agree on an appointee, the matter will be submitted to the membership at the next Membership Meeting.

When a vacancy occurs involving an officer of the corporation before the officers' term has expired, the vacancy shall be filled by the Board of Trustees at their next Regular Meeting by electing a Trustee to serve for the remainder of the unexpired term.

In the absence of any reasonable excuse acceptable to the Board of Trustees, any Trustee who misses three (3) consecutive Regular Board Meetings or two (2) consecutive Regular Membership Meetings, shall automatically be dropped as a member of the Board and the vacancy filled as above provided.

If the Trustee wishes to appeal to the Membership he may do so at the next Regular Membership Meeting, or Special Meeting called for that purpose. Pending the determination of the appeal, the Trustee successor, appointed by the Board, shall remain in the Trustees' place.

SECTION 4. The Board of Trustees may remove any of its own members for cause, or two-thirds (2/3) of the members of the corporation present at any Special Meeting duly called may remove any Trustee for:

- (a) Failure to abide by the by-laws of the corporation;
- (b) Failure to comply with directives (motions) adopted by the membership and recorded in the Meeting Minutes;
- (c) Failure of a Trustee to be in good standing

A quorum must be present when the vote is taken.

A specific written complaint must be previously filed with the secretary of the corporation, signed by the Trustee(s) making the complaint. If the complaint is signed by a member, it shall be accompanied by a petition of at least twenty-five (25) members requesting the consideration of the complaint by the Membership. Within five (5) days of receipt of the complaint and petition, the secretary of the corporation is required to give not less than ten (10) days notice, in writing, of the time, place, and object of the meeting to the members and to the Trustee against whom the complaint is made. The notice shall be accompanied by a copy of the complaint. The Trustee shall be given an opportunity at the meeting to be heard in person or by counsel and to produce witnesses in regard to the complaint. The

hearing may be adjourned or continued from time to time as the Board or Membership directs.

ARTICLE 4. ELECTION COMMITTEE

SECTION 1. The Election Committee shall consist of nine (9) members. Three (3) members shall be elected each year for three (3) year terms at the November Membership Meeting. In the event of a vacancy, a member shall be elected at the next Membership Meeting to serve for the unexpired term.

SECTION 2. The Election Committee shall attend all Regular or Special Membership Meetings, supervise Trustee elections, have jurisdiction of the corporations' register and distribute voting cards, or ballots, between the hours of 7:15 P.M. and 8:15 P.M.

SECTION 3. To be eligible to vote, a member must sign the corporation register.

SECTION 4. To serve on the Board of Trustees, or on any committee, a member must be an American citizen and have been in good standing for the previous three (3) month period.

SECTION 5. The Election Committee shall authorize the issuance of petitions, in an approved form, for candidates to file for election to the Board of Trustees. Petitions shall be issued at the management office during the month of MARCH and the candidate shall attach a resume to the petition which must be returned to the office no later than 20 days prior to the date of the election. Each candidate must have a petition filed on his or her behalf signed by a minimum of twenty-five (25) members, each of whom may sign one petition for each vacancy. Any duplication, or ineligible signatures, will invalidate those signatures and result in deletion from all petitions in which they appear. The position on the ballot shall be determined by the drawing of names by the Election Committee. Candidates may be present at the drawing. A list of duly nominated candidates, together with their resumes, will be distributed to the membership, and also posted in a prominent place in the Community Center and the management office, not less than ten (10) days prior to the election. Balloting will be held at the Annual Membership Meeting on the third Tuesday, in May, between the hours of 7:15 P.M. and 8:15 P.M. Ballots will be counted immediately and results announced by the Election Committee.

SECTION 6. The Election Committee shall tally all voting cards when a division or roll call vote is called. Any election, where a Trustee is unopposed, balloting shall be dispensed with and the secretary shall cast the unanimous ballot for each term of office to be filled.

ARTICLE 5. BOARD OF TRUSTEES, POWERS & DUTIES

SECTION 1. The Board of Trustees shall conduct the business of the corporation and codify in written form the existing rules and regulations of the corporation, and shall have the power from time to time to make and change rules and regulations not inconsistent with these by-laws, for the management and conduct of the corporations' business, property and

affairs and regulating members conduct, use and maintenance of the dwellings in Winfield Park and all community property and facilities.

Furthermore, the Board of Trustees shall have the right and power to inspect the grounds adjacent to a members' dwelling, pursuant to the Mutual Ownership Contract. In the event such inspection shall reveal that there is a violation to the rules and regulations of the corporation, the Board shall notify the member of the violation who shall have ten (10) days to correct it. In the event the correction is not made within ten (10) days after delivery of the notice, then and in that event, the Board shall have, without liability, the right to make any correction deemed necessary or in its sole discretion to remove the violation and charge the cost to the member.

SECTION 2. The Board of Trustees shall meet at least once each month, on a day, time and place fixed pursuant to a resolution adopted by the Board. In the event a Regular Meeting can not be held due to the lack of a quorum, a meeting to take the place of the Regular Meeting shall be held within the following week.

Special Meetings of the Board shall be held upon the call of the President, or upon the written request of the majority of the Board of Trustees to the President. The purpose of the Special Meeting shall be announced to the board members at least two (2) days prior to the meeting date, and only the business so announced shall be conducted at the meeting.

SECTION 3. The Board of Trustees are responsible for hiring a Manager under written agreement with mutual acceptable terms.

The Board of Trustees shall also appoint, dismiss, and establish the duties and salaries of attorneys and agents. Such appointees need not be members of the corporation.

All contracts for work let out on bid shall be signed by the President, Treasurer, and the Manager.

SECTION 4. The Board of Trustees, by an affirmative vote of the majority of the whole Board, shall appoint such committees from their own members or from members of the corporation, as are deemed desirable, which have not been chosen by the members at Regular or Special Meetings of the corporation.

SECTION 5. The Board of Trustees shall make a general progress report at all meetings of the corporation which shall include a clear statement of the financial affairs of the corporation.

SECTION 6. The Board of Trustees shall deposit the funds of the corporation in banks, insured by the Federal Deposit Insurance Corporation, through its bank insurance fund, or savings association insurance fund. The Board of Trustees shall determine the manner of receiving, depositing, and disbursing all funds and shall also designate by whom the same shall be signed.

SECTION 7. The Board of Trustees shall require the Treasurer, Manager and every individual acting as Trustee, officer or employee of the corporation and handling

corporation funds and securities over \$1,000.00, in any one year, to be covered by adequate bonds at the expense of the corporation. The Board may also require the bonding of other employees and officers.

ARTICLE 6. NON-PROFIT REQUIREMENTS

SECTION 1. Dwellings and other services and necessities shall be made available to members at no profit to the corporation. The charge, as determined by the Board of Trustees, shall be only sufficient to enable the corporation to pay fixed and operating expenses, maintain a general reserve for contingencies, and special reserves for real estate taxes, maintenance, repairs and vacancies.

ARTICLE 7. MEMBERSHIP RIGHTS AND OBLIGATIONS

SECTION 1. Eligibility for membership in the corporation and power to vote is limited to the signers of the Mutual Ownership Contract.

SECTION 2. Membership in this corporation entitles the member to take part in the affairs and activities of the corporation (under the democratic principle of one vote for each family), and to the benefits of the corporations' Mutual Ownership Contract.

SECTION 3. Membership in the corporation is terminated with the signing of the thirty (30) day notice of intent to vacate.

SECTION 4. A member in good standing is defined as one who has lived up to all the obligations of his membership, who has paid all required current assessments and fees prescribed by his Mutual Ownership Contract or any other contract with the corporation, its by-laws, and the decisions of the corporation. Except that genuine hardship cases will nevertheless be deemed members in good standing providing management is notified in writing prior to the fifteenth (15th) of the month and management has determined that this is a genuine hardship case.

SECTION 5. Failure to comply with the Mutual Ownership Contract, rules and regulations of the corporation, its by-laws or action taken by the membership shall be deemed conduct detrimental to the corporation.

SECTION 6. A member is required to personally occupy the dwelling. If the contract is signed by more than one person, then occupancy by any signatory will satisfy this obligation.

If the dwelling is not occupied for three (3) months or more by any signatory, then this shall constitute a default in the obligation to occupy. In that event, the Board of Trustees may declare a default unless it is established to its satisfaction, that the dwelling is still the members' domicile.

SECTION 7. The Board of Trustees may at any time entertain a formal complaint against a member of the corporation, if the board is of the opinion that the member, their household occupants, guests or visitors, violated any of the provisions of the by-laws,

mutual ownership contract, certificate of incorporation, member selection policy and/or rules and regulations of the corporation.

After service upon them, of a copy of the complaint and a hearing given them by the Board, upon their written request for such hearing filed with the secretary of the corporation, their membership, mutual ownership contract and any other contract with the corporation may be terminated by an affirmative vote of two-thirds (2/3) of the members of the Board present at a meeting. Any decision rendered by the Board of Trustees can be protested by the aggrieved member by appeal to the membership at the next regular membership meeting.

In the event any portion or provision of either the Rules and Regulation, Mutual Ownership Contract and/or By-Laws conflict with this Section 7 concerning members complaints, member to member conflicts and complaints, detrimental conduct and the definitions setting forth conduct deemed to be detrimental and any and all remedies and rights in connection therewith, then this Section 7 shall be controlling.

DETRIMENTAL CONDUCT:

A member can not commit acts, which are detrimental to the corporation. A member is also responsible for any act or failure to act on behalf of their household occupants, guests or visitors. This includes any person they or their household occupants, guests or visitors invite or allow onto corporation property. Members may be evicted and their contract terminated as a result of any of the following detrimental acts or omissions:

(a) Acts of Violence:

No member, household occupant, guest and/or visitor shall threaten or commit an act of violence, which includes but is not limited to a physical, psychological and/or sexual threat or abuse. This shall also include child abuse and acts of racism. An act of violence is any violent act resulting in a repeated finding of guilt by a Court of competent jurisdiction.

(b) Unreasonable Noise:

No Member, household occupant, guest and/or visitor shall cause an unreasonable noise that disturbs or interferes with any other member of the corporation. Members must be tolerant of general day to day noise. An unreasonable noise is any noise and/or disturbance resulting in a repeated finding of guilt by a Court of competent jurisdiction.

(c) Unreasonable Nuisance:

An unreasonable nuisance will include an unreasonable, unwarranted or unlawful activity, which annoys and/or disturbs any member, household occupant, guest

and/or visitor. An unreasonable nuisance will also include any unreasonable, unwarranted or unlawful activity that endangers lives or health, gives offense to senses, violates laws of decency, or obstructs reasonable and comfortable use of the members dwelling or corporation property. This shall also include an offensive, annoying, unpleasant, or obnoxious thing or practice. A nuisance under this section can be either a continuing nuisance or permanent nuisance. A continuing nuisance is defined as an uninterrupted or periodically recurring nuisance; not necessarily a constant nuisance, but a nuisance, which occurs so often that it can fairly be said to be continuous. A permanent nuisance is defined as a nuisance of such a character that it will continue without change and can not be easily remedied at a small expense. An unreasonable nuisance is defined as any nuisance resulting in a repeated finding of guilt by a Court of competent jurisdiction.

(d) Illegal Acts:

A member, their household occupants, guests and/or visitors shall not commit any illegal act or break any agreement with any Government authority within their dwelling or on corporation property. This includes but is not limited to breaking any Municipal, State or Federal law, or any By-law or regulation of any other authority such as the Fire Department or Health Department. An illegal act is defined as any act resulting in a repeated finding of guilt by a Court of competent jurisdiction.

(e) Violation of Contract, By-law, Rule or Regulation:

The Board of Trustees may at its discretion evict and/or terminate a members contract if the member, household occupants, their guests and/or their visitors violate any of the provisions of the Mutual Ownership Contract, Certificate of Incorporation, By-Laws, Member Selection policy, and/or Rules and Regulations of the corporation as they now exist or as they may be lawfully added to or amended.

EXHAUSTION OF REMEDIES:

When there is a member to member complaint, the member making the complaint must exhaust all legal remedies in a Court of competent jurisdiction before the Board of Trustees has the option of exercising their discretionary right to evict the member and/or terminate the members' contract.

SECTION 8 Procedure for Eviction of Member and Termination of Contract:

- a. The Board of Trustees must pass a resolution to evict and/or terminate a members' contract by an affirmative vote of 2/3 of the members' of the Board present at a meeting.
- b. Before passing a resolution to evict and/or terminate a members' contract, the Board of Trustees must give the member proper notice. This notice

must be given to the member at least ten (10) days before the meeting, not including the date of the meeting.

The manager or his designate must sign the notice.

- c. The notice must include the following:
 - 1. The time and place of the Board of Trustee meeting;
 - 2. The reason for the eviction and/or termination of contract;
 - 3. Identify the dwelling unit that the member occupies;
 - 4. Notice that the member may appear and make submissions to the Board of Trustees;
 - 5. Notice that the member may appeal the Board of Trustees decision to the general membership;
- d. In the event that the member does not cure a violation, not defined as detrimental conduct as defined in Section 7, within fifteen (5) days of proper notice, or does not file for a formal appeal, the Board of Trustees reserves the right, without liability, to make any correction necessary or in its sole discretion to remove the violation and charge the costs to the member. However, if the violation is one in which only the member can correct, the member shall receive ten (10) days written notification from the Board of Trustees to cure the violation, in the event the member fails or refuses to comply within the prescribed time, without any further notification, the member's file shall be turned over to the corporation legal counsel who shall be authorized to immediately institute an action to obtain possession of the dwelling and to terminate the membership contract with all legal costs occurred being charged to the members' account.
- e. In the event the eviction and/or the termination of the contact is solely related to the nonpayment of sums due and owing, the member may reinstate their Mutual Ownership Contract prior to the Court appearance by curing the violation and paying the full legal costs of the action.

SECTION 9. The termination or forfeiture of membership shall automatically revoke the membership of the member in accordance with the provisions of the Mutual Ownership Contract.

ARTICLE 8. DUTIES OF OFFICERS

SECTION 1. The President shall:

- (a) Act as presiding officer at all meetings of the corporation and of the Board of Trustees;
- (b) Call Special Meetings of the Board of Trustees, and, except as provided in ARTICLE 10. SECTION 3 of these by-laws, of members of the corporation;

- (c) Countersign with the treasurer, all checks, contracts, promissory notes, deeds, and other instruments on behalf of the corporation.
- (d) Perform all acts and duties usually required of an executive to insure that all orders and resolutions of the Board are carried into effect, and be an ex-officio member of all standing committees.

SECTION 2. The Vice-President shall assume the duties of the President if the President is absent from any meeting and may sign checks if the President is incapacitated or unavailable. In the absence of both the President and Vice-President, the Trustees shall select from their number a Trustee to act as chairman of the meeting.

SECTION 3. The Secretary shall:

- (a) Attend all meetings of the corporation and of the Board of Trustees and arrange for records and minutes of proceedings;
- (b) Have custody of the corporate seal which shall be affixed to all documents that require it and be attested to by their signature or by the signature of the treasurer;
- (c) Attend to all correspondence on behalf of the Board, issue notice of meetings, and prepare regular statements of the affairs of the corporation;
- (d) Pursue such other duties as the Board of Trustees may determine and on all occasions, in the execution of their duties, act under the control, and direction of the Board.

SECTION 4. The Treasurer shall:

- (a) Attend all meetings of the corporation and the Board of Trustees;
- (b) Supervise the keeping of accounts of all financial transactions of the corporation in books belonging to the corporation which shall be delivered to their successor. Prepare and distribute to all the members of the Board at least ten (10) days before each regular meeting of the members and whenever else required, a summary of the financial transactions and condition of the corporation for the preceding quarter. Make a full and accurate report of all matters and business pertaining to this office, to the members at the annual meeting, and make all reports required by law;
- (c) Countersign as Treasurer all checks, and with the President or Vice-President, in the absence of the President, sign all contracts, promissory notes, deeds and other instruments on behalf of the corporation;
- (d) Prepare a copy of the proposed operating budget, together with a notice of the public hearing thereon, which must be submitted to each of the members of the corporation not less than ten (10) days prior to the hearing, and before adoption by the Board;

- (e) Perform such other duties as may be required by the corporation or the Board.

SECTION 5. The Assistant Treasurer shall:

Assume the duties of the Treasurer, if the Treasurer is absent from any meeting, and may sign checks if the Treasurer is incapacitated or unavailable.

ARTICLE 9. DUTIES OF THE MANAGER

The duties of the Manager shall be:

- (a) To manage and conduct the business of the corporation in accordance with the general policies and authorizations of the Board;
- (b) To engage and discharge employees of the corporation subordinate to him in accordance with authority given by the Board;
- (c) To cause accurate books to be kept of the business of the corporation and to submit the same, together with all files, records, inventories, and all other information, for inspection by the Board or by auditors appointed by the Board;
- (d) To receive and disburse funds of the corporation in payment of its debts in accordance with budgets approved by the Board and upon authorization by the Board, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases and other important documents pertaining to the business of the corporation which shall be kept safely deposited in a fireproof safe or vault;
- (e) To give aid, advice, and recommendation to the Board in the preparation of budgets and other estimates of expenditures and to furnish to the Board a monthly statement in writing of the condition of the corporation's business and submit a management report at all regular membership meetings;
- (f) To forthwith deposit in the depository any and all sums of money received for or on behalf of the corporation;
- (g) To assist the Board and attend to such other duties and offices as the Board may require.

ARTICLE 10. MEETINGS OF MEMBERS

SECTION 1. Regular Meetings of the members shall be held on the third Tuesday of May and November at such time and place as designated by the Board of Trustees. In case of an unforeseen emergency, the Board may change the date of the regular meeting.

SECTION 2. The May Meeting shall be the Annual Meeting of the corporation, at which time, in addition to transacting the general business of the corporation, Trustees and special committees shall be elected and reports given upon matters affecting the corporation. Nothing shall be construed to prevent the election by the members of other committees at other regular or special meetings of the membership.

SECTION 3. Special Membership Meetings shall be called by the President pursuant to a resolution adopted by the Board of Trustees, or within five (5) days of receipt of a petition signed by twenty-five (25) members of the corporation. In the event no quorum is present at the Special Meeting, the business at hand shall be placed on the next regular Membership Meeting Agenda.

SECTION 4. Notice of Regular and Special Meetings shall be in writing and be mailed or otherwise caused to be delivered by the secretary, not less than ten (10) days before the Meeting. Notice of every special meeting shall state the object of such meeting, and no business other than that specified in the notice shall be transacted at the meeting.

SECTION 5. The presence of at least fifty (50) members shall constitute a quorum for the transaction of business at any meeting of the corporation. If no quorum is present at a regularly scheduled meeting, a discussion period may be held. Once a quorum is present at the Annual May Membership Meeting, the Trustees may be elected even though a quorum does not remain at the meeting. If a quorum is called and is not present, no other business may be transacted other than the election of the Trustees. If a quorum is not convened at the Annual May Membership Meeting then the same rule shall continue to apply to any subsequent Regular Meeting or Special Meeting called for the purpose of the election of Trustees.

SECTION 6. The order of business at all membership and Board of Trustees meetings shall be as follows:

1. Roll call
2. Proof of due notice of meeting
3. Approval of minutes of preceding meeting
4. Management/Board report
5. Reports of committees
6. Unfinished business
7. New business
8. Adjournment

The parliamentary procedure for the conduct of all meetings shall be governed by Robert's Rules of Order (Revised).

SECTION 7. Every family is entitled to one vote at all Membership meetings. Each vote must be cast in person and there shall be no voting by proxy or by mail. In the event of a voting disagreement between the signers of the Mutual Ownership Contract, the President is empowered to allow a split vote.

SECTION 8. Voting, except in the election of Trustees, shall be by voting card. A majority of the members present may call for a rising vote, a roll call vote, or a secret ballot.

SECTION 9. Unless as otherwise provided in the by-laws, only members of the corporation can attend Membership meetings except that others may be invited at the discretion of the chairman.

SECTION 10. To adopt an amendment to member selection policy shall require a two-thirds (2/3) majority vote of members in attendance at three (3) consecutive regular membership meetings. A twelve (12) month period shall elapse between the time a proposed amendment is presented and its final adoption.

The first vote shall be taken at the Annual Membership Meeting in May. The second vote shall be taken at the November Membership Meeting. The third and final vote shall be taken at the following Annual Membership Meeting in May.

ARTICLE 11. *FISCAL*

SECTION 1. The fiscal year of the corporation shall begin the first (1st) day of January and end on the thirty-first (31st) day of December inclusive of each year.

SECTION 2. The corporation shall retain and maintain a Real Estate Tax Reserve in an amount not less than 25% of the Final Tax Bill.

SECTION 3. The corporation shall retain and maintain an Emergency Repair Fund of \$100,000. When money is used from this fund, it shall be appropriated and replaced in the next budget to constantly maintain \$100,000 for future emergencies.

SECTION 4. The corporation shall maintain a Working Capital Reserve of not less than \$100,000.

SECTION 5. The corporation shall maintain a Vacancy and Loss Reserve of not less than \$25,000.

SECTION 6. The Board of Trustees shall not borrow any money, nor make any financial commitment not included in the corporation budget, without approval by the general membership.

ARTICLE 12. *SEAL*

The corporation seal shall be circular and have inscribed the name of the corporation and the words "New Jersey Non-Profit Corporation". Inside this legend shall be contained the year of the organization of the corporation. The seal may be used by causing it to be impressed or affixed or reproduced, or otherwise.

ARTICLE 13. AMENDMENTS

Subject to the limitations set forth in the Certificate of Incorporation, the Certificate of Incorporation may be amended either upon the proposal made by the Board of Trustees by appropriate resolution or upon the petition of twenty-five (25) members first submitted to the Board of Trustees. The proposed amendment or amendments shall be voted upon at the next regular meeting of the members of the corporation, or at a Special Meeting called for that purpose after ten (10) days written notice has been delivered to each member, it being required that an exact copy of the proposed amendment or amendments be attached to or made a part of the notice.

The adoption, recording, and filing of the amendment or amendments shall be authorized by a vote of two-thirds (2/3) of the members in good standing and entitled to vote at the meeting, (a quorum as defined by the by-laws, being present). These facts shall be verified by the oaths of the President and the Secretary of the corporation, in writing, annexed to the amended certificate and recorded in the office of the Clerk of Union County, New Jersey, and filed with the Secretary of State.

By-Law Amendments may be proposed by the Board of Trustees, or by petition signed by at least twenty-five (25) members, or any member of the corporation at a regular Membership Meeting. The proposed amendment or amendments shall be submitted to the Secretary of the corporation, who shall mail or otherwise deliver the proposals to all members not less than ten (10) days before the Regular or Special Meeting when the proposed amendment or amendments shall be voted upon, it being required that an exact copy of the proposed amendment or amendments be attached to or made part of the notice.

These by-laws may be amended by a two-thirds (2/3) vote of the members present and voting (there being a quorum present at the time the vote is taken) at any Regular or Special meeting subject to the same limitations and prohibitions as to subject matter as those set forth in the provisions of the Certificate of Incorporation with reference to amending the Certificate of Incorporation.

ARTICLE 14. SEVERABILITY

If any term, provision, article, section, paragraph, covenant, or condition of either the Certificate of Incorporation, Mutual Ownership Contract, By-Laws, Member Selection Policy and/or Rules and Regulations or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions, articles, sections, paragraphs, covenants, or conditions, and all application thereof, not held invalid, void, or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

MEMBER SELECTION POLICY
(As amended 5/17/05)

Member Selection Policy is used to select new members and sets forth eligibility requirements for members wishing to transfer. The policy may be amended by the Board of Trustees, or by petition signed by twenty five (25) members and submitted to the Board on or before March 31st. The Board shall include the proposed amendments in the annual May Membership Meeting Agenda together with their recommendation in accordance with the provisions of Article 10 Section 10 of the by-laws.

ELIGIBILITY:

Applications are accepted for housing in Winfield Park providing the applicant is a reasonable risk and expresses a willingness to contribute to the success of Mutual Housing.

FUNCTIONS OF THE COMMITTEE:

The Member Selection Committee shall consist of all members of the Board of Trustees who shall interview each applicant for the type of dwelling for which they may be eligible.

Applicants in a priority classification are interviewed prior to any other applicant for housing. During the interview the applicant will be offered a variety of options which are designed to insure the continued success of Mutual Housing. The applicant will then be afforded the opportunity to check off or otherwise designate in which of the options they may wish to participate. Providing the applicant passes a satisfactory interview the application is approved by majority vote of the board.

No application shall be altered, regarding type of dwelling originally applied for, from the time of submission of application. No applicant shall have more than one application on file. Depending upon the status of the waiting lists, the discontinuance as well as the reopening of applications is at the discretion of the Member Selection Committee. Approved lists are posted on the housing office bulletin board and carry the signature of the Member Selection chairman.

THE APPLICATION IS CANCELED WHEN THE APPLICANT:

- (1) Does not appear for the scheduled interview
- (2) Is not approved by the Member Selection Committee
- (3) Does not accept the assigned dwelling

An applicant may reapply twelve (12) months from the date of cancellation.

TO ACCEPT A DWELLING THE FOLLOWING FEES MUST BE PAID WITHIN FIVE (5) DAYS:

- A. \$100.00 non-refundable membership fee
- B. First monthly payment
- C. Assigned dwelling equity

CONTRACTUAL OBLIGATIONS:

Any member who executes their first (1st) Mutual Ownership Contract after 1993 is ineligible to file an application to transfer to another dwelling, or extend a priority privilege to a relative, until they attend:

- One (1) Orientation Meeting
- Two (2) Membership Meetings
- Two (2) Township Meetings
- Two (2) Board of Education Meetings

The record of attendance, signed at each meeting, shall be attached to the Transfer application.

TRANSFER ELIGIBILITY:

1. To be eligible to file a transfer application, a member shall have occupied their dwelling for a minimum of eighteen (18) months, remitted their monthly payments on time during the previous eighteen (18) month period, and complied with their contractual obligations during this period.
2. Upon payment of the \$75 Transfer Fee, and approval by the Member Selection Committee, the member will be posted on the Transfer List.
3. In the event a member, who is posted on the Transfer List, remits their monthly payment after noon on the last business day, and is assessed the \$50 Administrative Charge, the transfer application is canceled. The member may reapply upon payment of the \$75 TRANSFER FEE. A new application, bearing the new date and number, will be posted on the Transfer list.

A second Administrative Charge results in the transfer application being canceled in which case the member is ineligible to reapply for twelve (12) months.

A third late payment results in the transfer application being canceled in which case the member is ineligible to reapply for eighteen (18) months.

4. Transfers are processed in numerical order. Upon being offered a dwelling, if the member does not accept it within five (5) days, this constitutes a refusal.
5. A member will retain his position on the list for two (2) refusals. The third (3rd) refusal cancels the Transfer application.

PRIORITIES:

To convey a priority, a member must comply with their contractual obligations during the previous eighteen (18) month period and execute an affidavit to extend the priority privilege to a designated relative. Priorities for housing are given in the following order:

1. FIRE EMERGENCY TEMPORARY HOUSING: In the event a fire damages a dwelling to the extent that it is uninhabitable, the displaced members shall be offered the first suitable dwelling with the sequence of offerings being based on the dates of their membership in the corporation. This housing is strictly of a temporary nature, it being expressly understood that as soon as the member's original dwelling has been rehabilitated or is habitable, the member shall vacate the temporary housing and re-occupy their original dwelling.
2. To a member of the corporation being called or enlisting in the Armed Forces of the United States, after their honorable discharge, may re-apply within a six month period and be placed at the top of the priority list in their housing category.
3. To a member wishing to transfer.
4. To a son or daughter who has applied for housing, and is called or enlists in the Armed Forces of the United States prior to being housed, and reapplies within six months after being honorably discharged will be given top priority on sons and daughters applications.
5. To a son or daughter of a member of the corporation.

CONCLUSION

Collectively, as members and taxpayers, we control the overall operation of our community by selecting and electing the number of residents (in parenthesis) to represent us on the three (3) governing bodies.

(7) TO SERVE ON THE BOARD OF TRUSTEES
(9) TO SERVE ON THE BOARD OF EDUCATION
(3) TO SERVE ON THE TOWNSHIP COMMITTEE

Our common bond intertwines through the three steps that ensure success. **HELP YOURSELF-YOUR NEIGHBOR-YOUR COMMUNITY.**

HELP YOURSELF: Familiarize yourself with the rules and regulations and comply with your contractual obligations. On a day-to-day basis do as many of the small jobs you can accomplish before calling maintenance. Keep the grounds neat and tidy : paint and decorate your dwelling regularly : mow the lawn, trim the hedges and keep walks alongside the yard clean and free of snow and ice ...**TAKE PRIDE IN YOUR DWELLING.**

HELP YOUR NEIGHBOR: If your neighbor is old or infirm, help them with the things around the house or yard they can't do. It usually only takes a few extra minutes of your time to get the job done, but the good feeling you get from being neighborly lasts for hours, and as an added bonus, as we travel along life's road, good deeds are always repaid with interest....**EXTEND THE HAND OF FRIENDSHIP.**

HELP YOUR COMMUNITY: Join an organization in town. Participate in the affairs of the corporation, get involved, volunteer your services ... **SHARE YOUR TIME AND TALENTS.**

Membership meetings and public meetings at the School and Township are held to afford members the opportunity to meet with other interested citizens to review our overall operation and work towards resolving recurring problems. An exchange of ideas is always beneficial, and, it is incumbent upon each and every member to attend meetings and **PARTICIPATE.**

The rules and regulations are designed to provide conditions that are satisfactory to the majority of members. They were prepared to protect members from the whims of any group who may use the corporation to satisfy their own personal desires. Your Board, therefore, presents them to you in this vein as we believe they are fair and reasonable within the meaning of the three principle contract documents.

THE MUTUAL OWNERSHIP CONTRACT

CERTIFICATE OF INCORPORATION

BY-LAWS

Winfield is a vibrant community. It is a town with feeling and compassion for its fellow man ever ready to extend the hand of friendship to others less fortunate.

**WE CAN TRULY SAY
THAT OUR NEIGHBORS
ARE OUR FRIENDS
AND WE WORK IN UNITY TOWARDS RESOLVING
MUTUAL PROBLEMS**

The MEMBERS' HANDBOOK is an integral part of your contractual obligations. Your board, therefore, recommends that you familiarize yourself with its contents. THANK YOU.



Photo courtesy of J. Dickert