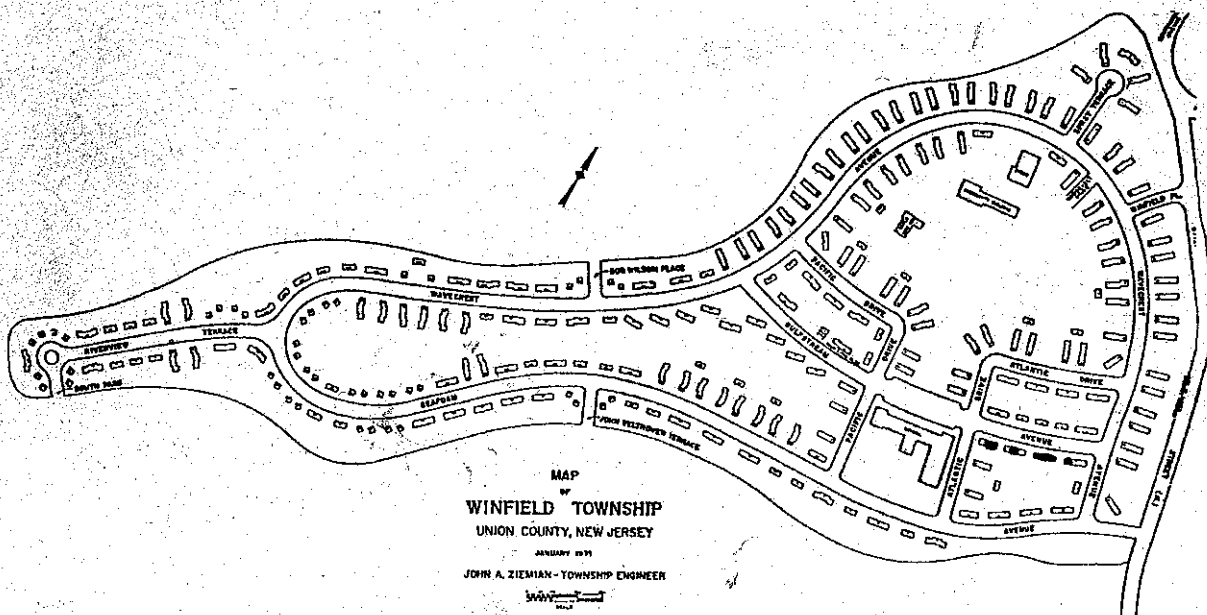


WINFIELD MUTUAL HOUSING CORPORATION

Members Handbook



2015 BOARD OF TRUSTEES

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VICE PRESIDENT

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1941 – 2015**

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Demcher, Linda
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Donahue, Trish*
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Maleckar, Valentine*
Martel, Michael
McManus, Kathleen
Milius, Frank*
Miller, William*
Mott, Linda
Novak, Steve
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Peters, Albert
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Ramsay, Thomas
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Sweeney, Robbin
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Washack, Anna Mae*
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Weissman, Frank*
Weissman, William
Whitehouse, Duke*
Wright, George
Wright, Joseph
Yeomans, William
Young, Russell

*Denotes Presidents

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.

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 / liquor 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 effected, 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

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 seventy five (75) 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 seventy five (75) 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 75th SUCCESSFUL YEAR OF OPERATION**.

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IMPORTANT NOTICE

Each member is responsible to record any future change to this handbook by procuring copies of meeting minutes which are available at the Winfield Mutual Housing Corporation office.

ADMINISTRATION

ADMINISTRATIVE CHARGE: In the event a member's monthly payment is not paid in full before noon on the last business day of each month, the member will be assessed a \$50.00 administrative charge. (See Late Charge)

AUDIT: The books of the corporation are audited each year by a Certified Public Accountant. A copy of the audit is included in the Annual Report delivered to each member during the month of May.

BY-LAWS: The By-Laws establish the purpose and powers of the corporation, principles of operation, and method of electing Trustees. The By-Laws insure effective control through the general membership by the democratic principle of giving each member a voice and vote at all membership meetings. The Board of Trustees establish policy, and control the financial and business operation. A continued successful operation is totally dependent upon effective teamwork between the membership, board, and management.

CONTRACT: The Mutual Ownership Contract is an agreement between the member and corporation and details the rights and obligations of both. This contract is the legal framework within which each member occupies and enjoys the use of their particular dwelling.

EQUITY: Article 5 of the Mutual Ownership Contract defines what the current value of a dwelling is, and it is this current value that we refer to as equity.

What is meant by equity? In 1956 a committee was appointed to study the terms and conditions contained in the Mutual Ownership Contract and particularly **ARTICLE 5 CURRENT VALUE** which states that *"For the purpose of this contract, the current value of the perpetual use of the dwelling at any time shall be the purchase price less the total of (a) the member's proportional share of the unpaid balance then due the government under the terms of the mortgage and (b) 1.32% per annum depreciation (or such lesser amount as may be approved by the corporation) on the amount of the original assigned price from January 1, 1954 to the date of the sale of the dwelling."* Unfortunately in the committees' zeal to convey a feeling of ownership, it was the consensus that if members built up **EQUITY** in the dwelling they occupied, they may

take more pride in their homes. However, the word equity as used by the corporation is a misnomer. Equity means "The value of property beyond the amount owed on it." To have equity in any property, one must have an ownership interest recorded in a deed. **The corporation is the owner of record. One Deed : One Owner : One Corporation** ... The ownership interest enjoyed by individual members is indivisible and is restricted to the terms and conditions contained in the Mutual Ownership Contract ... Notwithstanding the foregoing, the membership decided to use the word **EQUITY** instead of **CURRENT VALUE** as set forth in the Mutual Ownership Contract.

Why was the basic equity established at \$2,500? In 1954 through 1983, each monthly payment on the mortgage increased the **CURRENT VALUE** (commonly referred to as **EQUITY**) of each dwelling by the proportionate amount of the mortgage allocated to it by agreement with the government. In this connection the **ORIGINAL PURCHASE PRICE** from the government for each type of dwelling ranged from a low of \$1,300 for a bachelor unit to a high of \$2,500 for a single unit. In 1984 the mortgage was liquidated and this effectively phased out the restrictive covenants with the government and those contained in the Mortgage Agreement.

The membership therefore decided that there should be no classes of membership in the corporation as **ALL MEMBERS ARE EQUAL**. The size of a dwelling - whether a bachelor or single unit - should have no bearing on the value attached to a member's right of perpetual use and enjoyment ... Each member's right of use should be valued at **EXACTLY THE SAME AMOUNT** and was agreed to use the maximum **CURRENT VALUE** of \$2,500 as the historic basic equity.

When was equity increased? In 1994 equity was increased to \$4,000 and in 1999 it was increased to \$5,000. The down payment remained at \$2,500 with the balance being liquidated by paying an extra \$200 each and every month.

Why was equity increased? The initial reason was to establish a Working Capital Reserve to provide liquidity to have enough money on hand to pay the bills as they become due ... Most businesses establish **LINES OF CREDIT** to permit money to be borrowed to keep their financial obligations on a current basis. The money is then repaid when products or goods are sold ... In our case, the corporation is prohibited from incurring debt, and must operate on a current basis, hence the need for working

capital. It was also cited that for the previous twenty five (25) years the corporation continuously enhanced all buildings through numerous capital improvement programs which were paid for, in their entirety, by resident members while new members received an outright gift, and enjoyed all the benefits of a revitalized community, at no additional cost.

In 1999 equity was increased to \$5,000 and a separate account was established known as the **CATASTROPHIC REPAIR FUND**. This will insure that if in fact there is a catastrophic loss – which is not covered by insurance – the general membership will not be assessed an outrageous amount to repair the damage or to cover the loss. Additionally, as the corporation owns the sewer and water lines, any major break in the collection or distribution system would result in a tremendous unexpected and unpredictable expense which would not be covered in budgeted appropriations. The Catastrophic Repair Fund therefore would be utilized to effect the necessary repairs and or replacements without any additional assessment to the general membership. The Catastrophic Repair Fund may also be used to offset additional costs incurred by members who are evicted and left the dwelling in such deplorable condition that it cost much more than the current equity to make it habitable thereby insuring that good members will no longer subsidize members who don't care.

Who pays equity? As a condition of membership in the Winfield Mutual Housing Corporation every new member is required to execute a Mutual Ownership Contract and pay the equity.

Where does the equity go? On receiving the equity from the incoming member, the check is immediately deposited in a holding account known as the Acquisition of Mutual Ownership Contracts account ... This is a flow-through account and the money is kept on deposit and paid to the member **LEAVING WINFIELD**. This is not necessarily the member whose unit the incoming member is getting as there may be transfers processed in the interim. Bear in mind that before any dwelling becomes available a member must sign a Vacate Notice and move out of town.

When is equity paid? 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.

What is actual amount of equity a vacating member will receive?

Notwithstanding the fact that equity increased we must never lose sight of the fact that we are first and foremost a non-profit corporation, not a speculative real estate enterprise. We are in business strictly to provide adequate housing for working people. When members moved into town, their primary thoughts were to have a decent place to live and have a safe community to live in ... There was no thought of profit then and there should be no thought of profit now ... Members who paid the original assigned price, or the adjusted equity, will get back the amount they paid. The corporation is forbidden under the provisions of its Charter from engaging in any activities which may result in pecuniary profit or net earnings for its members or any other individual. The vacating member therefore shall receive a sum no greater than the amount of equity they paid to move into Winfield **LESS: (A) any amount necessary to place the dwelling in suitable condition for another occupant pursuant to the provisions of the Mutual Ownership Contract and (B) any unpaid charges, assessments or payments due the Corporation under the terms of the Contract.**

Equity is strictly a book entry - there is no money in reserve - it simply flows through one account to the other to insure effective corporate control. Members cannot borrow against their equity as the **amount they deposited is used to pay the vacating member.**

LATE CHARGE ASSESSMENT: In executing the Mutual Ownership Contract, each member agreed to remit their monthly payment on or before the 5th day of each month in advance. While there is a grace period, it was not intended that members pay after the 5th on a regular basis. Therefore, in the event a member's monthly payment is not paid in full, before noon on the last business day, on or before the 15th, the member will be assessed a \$25.00 Late Charge.

Postmarks (the date envelope was mailed), weekends or holidays have no bearing on late charges. Member's payments must be recorded in the computer before the deadline. Each member has a contractual obligation to pay their monthly obligations between the 1st and 5th day of each month in advance. Therefore, if the monthly

payment is not paid in full within the allotted time, the \$25.00 Late Charge is automatically charged. In addition, if the member's monthly payment is not paid in full on or before the last business day of the month, the \$50.00 Administrative Charge is added. There are no additional grace periods.

To avoid any late fees, members should make a sincere effort to remit their monthly obligations during the first week of each month.

MANAGER: Administrative control of corporate business is exercised through the manager. The manager is hired by the Board of Trustees to manage and conduct 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 manager will assist members within the operational structure of the corporation. However, any request that indicates preferential treatment, or outside established operating parameters, lead to inequitable situations and will not be approved.

MANAGEMENT: The management staff is available Monday through Friday from 8:30 - 4:00 and are always ready to assist. If a member has a problem, or if they are not sure if something is permissible or not, do not take a chance, call the manager who will advise.

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 manager. This committee may also utilize the expertise and experience of other board members.

MEETINGS: Membership meetings are held on the third Tuesday in May and November to transact the general business of the corporation and discuss its affairs, progress and methods for improving the well being of our community. When members participate and work together for the benefit of our community only then can we realize the true potential of mutual housing.

At the Annual May Membership Meeting, members are elected to the Board of Trustees who meet once a month to conduct the business of the corporation.

MEMBER'S MONTHLY PAYMENTS: Members do not pay rent, they remit monthly payments based on the annual operating budget adopted by the Board of Trustees. These payments include all corporation expenses: Administrative, Operational and Maintenance costs: Capital Improvements, Sewer and Water charges, Insurance, Scavenger, Professional, and all other services. Additionally as the corporation is the property owner - and the sole taxpayer - upon receipt of the Final Tax Bill in August, monthly payments are adjusted to fund the Real Estate Tax Assessment. Members uniformly derive equal benefit from the services provided by the corporation, and as the 697 members share an indivisible ownership interest in the corporation monthly payments are increased or decreased equally.

Monthly payments must be paid by check or money order between the 1st and 5th of each month in advance. (See Late Charge and Termination Policy)

MONEY DUE TO THE CORPORATION: When a member owes money to the corporation, any payment received is allocated to liquidate the oldest outstanding balance first, **PRIOR** to crediting occupancy charges. The corporation operates on a current basis : no debts : no loans : no time payments. Members are contractually bound to remit all money due the corporation in a timely manner and must maintain their financial obligations on a current basis.

REAL ESTATE TAXES: Real Estate Taxes are the cumulative total of the local tax levy to support the school, township and county. The corporation can neither increase nor decrease the local tax levy. The corporation, being the only taxpayer, 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 one half (1/2) 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 five (5) month period.

REAL ESTATE TAX RESERVE: This reserve is mandated by the by-laws and is maintained at not less than 25% of the final tax bill. The reserve is fully funded at year end and guarantees liquidity as taxes are prepaid. The first quarter taxes are due February 1st,+- at which time only 33% of the total amount due has been collected from members' January payments. The reserve therefore is the funding mechanism

and is replenished during February and March. The same procedure is used for the remaining three (3) quarterly tax payments.

RETURNED CHECK FEE: In the event a check is submitted for payment, which is not honored, in addition to any late or administrative assessment, the member's account will be charged a \$40.00 returned check fee.

TERMINATION POLICY: 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 of Trustees to explain why they are violating their contractual obligations.

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

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.

APPLYING FOR HOUSING

APPLICATION: Housing applications are available every Tuesday between the hours of 10:00 A.M. and 3:00 P.M. Applications are accepted providing the applicant is a reasonable risk and expresses a willingness to contribute to the success of Mutual Housing.

AUTHORITY TO RELEASE INFORMATION: Each applicant shall execute an authorization for release of employment records on behalf of 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.

CONSENT TO ALLOW CREDIT SEARCH: 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 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.

CONVEYING A PRIORITY: 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.

A member in good standing is defined as one 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 their regular monthly payments, assessments or fees in a timely manner. In the event a \$50 Administrative Charge is assessed, the eighteen (18) month requirement shall commence from the date of the last Administrative Charge.

Irrespective of a member's ability to convey a priority privilege, in the event a 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 relative met all their Fire Department and/or Ambulance Squad obligations for three (3) consecutive years, within the last six (6) years, the relative may apply for housing under the designated priority classification.

DECEASED MEMBER: 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 there is a Will, the corporation requires:

1. Certified Copy of the Death Certificate
2. Certified Copy of the Will
3. Proof that Will has been admitted to Probate
4. Proof of Appointment of Executor/Executrix
5. Affidavit by Executor/Executrix as to who the heir is

If the member died 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:

1. Certified copy of Death Certificate
2. Certified copy of Petition for Administration
3. Affidavit as to the surviving members of the family.

Failure to comply with any of the above requirements within ten (10) days of the event shall result in the provisions of the **UNIFORM PENALTY FOR NON COMPLIANCE** being imposed. (See Extended Priority)

DIVORCED MEMBER PRIORITY: The primary purpose of establishing this priority was to recognize and extend certain privileges to those members who acknowledged that for the Mutual Plan to continue to be successful it was imperative that **THEY CONTRIBUTE THEIR TIME AND TALENTS BY BEING INVOLVED IN COMMUNITY ACTIVITIES.** The board will use the following uniform criteria to evaluate the eligibility of members who wish to reapply under the Divorced Member Priority #6.

When a member is divorced, within three (3) months of executing the Release which transfers their interest to their spouse, providing the member complied with their contractual obligations for the previous eighteen (18) month period and served a minimum of three (3) years as an elected official, or by having served a minimum of three (3) years and still active on the Fire Department or Ambulance Squad, or by having served a minimum of five (5) years in any of the following organizations or committees, the member may reapply under the divorced member priority.

- | | | | |
|------------------------------|--------------------------|------------------------|--------------------------|
| Animal Regulation Committee | <input type="checkbox"/> | Deliver Meals | <input type="checkbox"/> |
| Beautification Committee | <input type="checkbox"/> | Drive Mini Bus | <input type="checkbox"/> |
| Building & Grounds Committee | <input type="checkbox"/> | Nutrition Program | <input type="checkbox"/> |
| Election Committee | <input type="checkbox"/> | P.T.O. Officer | <input type="checkbox"/> |
| Non-Member Occupant Comm. | <input type="checkbox"/> | Recreation Committee | <input type="checkbox"/> |
| Recreation Vehicle Committee | <input type="checkbox"/> | Scout Leader/Assistant | <input type="checkbox"/> |

EXTENDED PRIORITY: Providing a son or daughter was domiciled in the dwelling with their mother or father at least twelve (12) consecutive months immediately prior to the death of the surviving parent, they shall retain their priority classification for ninety (90) days after the surviving parent's demise. 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. A verbal declaration of a person's unit is not binding. In addition, a member must give written consent to extend the priority to a relative.

MEMBER SELECTION INTERVIEW: Membership is by approval. One does not automatically join the corporation by submitting an application. Each applicant for housing is interviewed by the Member Selection Committee to insure 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. Applicants are offered a variety of options designed to insure the continued success of Mutual Housing. At the conclusion of the interview, applicants are encouraged to become involved and participate in community activities. Applicants passing a satisfactory interview are conditionally approved and posted.

RE-APPLICATION FEES: There is no charge to file the first (1st) application for housing. Each subsequent application shall cost fifty dollars (\$50).

MEMBERSHIP

ACCEPTING A DWELLING: On being offered a dwelling, the applicant must pay the equity, membership fee and monthly payment within five (5) days. The applicant executes a Mutual Ownership Contract, appropriate agreements and receives the handbook. Membership in the corporation takes effect on the date the applicant signs for and receives the keys to the dwelling.

ASSIGNMENT BY WILL: When a member is assigned a dwelling by Will, and wishes to occupy the assigned dwelling, they must sign a vacate notice which automatically terminates their membership in the corporation. The member shall immediately execute a new Mutual Ownership Contract for the assigned dwelling and become a new member effective on the date of assignment. (See New Members)

DEATH : DIVORCE : SEPARATION: In the event of the death, divorce, separation or non-occupancy of the dwelling unit as the principal residence of the signatory member of the Mutual Ownership Contract, the nearest next-of-kin or the persons so affected shall immediately notify the corporation office of the event. If a death, the Will, Letters Testamentary, and the Death Certificate shall be so presented. If no Will existed, the administrator appointed by the Surrogates Court shall notify the office. If a divorce, the parties shall be obligated to incorporate in the settlement agreement and/or final divorce decree the disposition of the unit. The party in the divorce not remaining as the occupant shall not be entitled to remain, and if so doing the entire Mutual Ownership Contract shall be void, and this shall be a cause of termination of the Contract. If a divorce, the member who is giving up their interest shall execute the corporation release form, and the member entitled to the unit shall execute a new Mutual Ownership Contract in their name only. In the event of a separation not resulting in entry of a divorce judgment, the member who is giving up their interest shall execute the Corporation Release form, and the member entitled to the unit shall execute a new Mutual Ownership Contract in their name only.

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.

Failure to comply with any of the above requirements within ten (10) days of the event

shall result in the provisions of the **UNIFORM PENALTY FOR NON COMPLIANCE** being imposed.

NOTE: It is imperative that the corporation office be immediately notified of any transaction that relates to the disposition of a dwelling.

NEW MEMBERS: If date of Mutual Ownership Contract is after 1993, the members are ineligible to file an application to transfer to another dwelling or extend a priority classification to a relative until they attend: One (1) Orientation Meeting : Two (2) Membership Meetings : Two (2) Township Meetings : Two (2) Board of Education Meetings and complied with their contractual obligations for the previous eighteen (18) month period. (See Extending Priority, Equity and Monthly Payments)

OCCUPANCY: Occupancy is deemed an integral part of membership in the corporation as each member is contractually obligated to personally occupy the dwelling. **If the member is not in residence, no other person shall live in the dwelling. In the event a member fails to occupy the dwelling for three (3) months, or at any time permits another person to occupy the dwelling in their absence, this constitutes a default in the obligation to occupy in which case the Board may terminate the member's contract and institute eviction proceedings.**

Therefore, as every member has a bona fide interest in the corporation, to protect their interest and the integrity of our member selection and occupancy standards, members are encouraged to notify the manager of any irregularity with regard to non-occupancy or unauthorized occupancy.

SINGULAR EXCEPTION TO OCCUPANCY: Notwithstanding the fact that the occupancy regulation was adopted for the specific purpose of preventing unauthorized occupancy, there are nevertheless times when due to **EXTENUATING CIRCUMSTANCES**, corporate policy should be tempered with compassion. It is therefore, under the specific extenuating circumstance set forth in the following policy captioned **CAREGIVERS**, that the singular exemption to the **OCCUPANCY** regulation is granted. By so doing this will protect the interests of our aged and infirm members who may be confined for an extended period to a full-time care facility and, while the member may not be in residence, their caregivers may continue to live there during the

member's temporary absence. Furthermore, this will not compromise our occupancy standards.

CAREGIVERS: In the event a member in good standing is infirm and in need of around-the-clock care, and is temporarily confined to any state certified medical facility, providing the corporation is notified within ninety (90) days of being admitted, the caregiver may live in the member's dwelling. Furthermore, two (2) separate certifications shall be submitted to the corporation. One certification from the attending physician and one from the state certified medical facility in which the member is living. The certifications must indicate the following:

1. The date the member moved into the state certified medical facility together with the probable date of release.
2. 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.

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.

It is the member's responsibility to supply the corporation, in writing, the following documents.

1. Caregiver's notice of intention to reside in the dwelling (within 90 days of admission).
2. A notice of the member's admission into a state certified medical facility (within 90 days of admission).
3. Certification from a medical physician regarding the date the member moved into the state certified medical facility and the probable date of release (within 90 days of admission).
4. Certification from a medical physician indicating that the member will not be able to return to the dwelling (within 5 days of issuance).
5. Certification from a medical physician indicating that the member has

been permanently released from a state certified medical facility (within 5 days of release).

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.

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.

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.

MEMBER PARTICIPATION

Member participation is the key to ensure the continued success of Mutual Housing and members are encouraged to serve on any of the following committees.

ANIMAL REGULATION COMMITTEE

The most important concerns of this Committee in order of importance are:

1. Protection of the Children
2. Protect interest of the General Membership
3. Protect the interest of the dog owners
4. Treat the dogs in a humane manner

The Animal Regulation Committee oversees compliance and enforcement.

Seven (7) Committee members are elected at the May Membership Meeting.

BEAUTIFICATION COMMITTEE

The purpose of this committee is to develop ideas and innovations to beautify our community, improve our park-like setting, and eliminate anything that would otherwise detract from our well maintained property.

Committee members select and plant flowers and shrubs in the planters at each entrance to Winfield and at the front and back of the Community Center.

Seven (7) Committee members are elected at the May Membership Meeting.

BUILDING AND GROUNDS COMMITTEE

The purpose of this committee is to inspect the exterior of dwellings and grounds. While members do not have an individual ownership interest in the property, they are nevertheless contractually obligated to maintain the property connected to the dwelling they occupy.

Committee members inspect yards to insure that members cut the grass during summer months, rake leaves in autumn, keep hedges neatly trimmed and clear of sidewalks and yards tidy and devoid of debris throughout the year.

Twenty (20) Committee members are elected at the November Membership Meeting.

ELECTION COMMITTEE

The election committee is comprised of nine (9) members. Three (3) are elected at each November Membership Meeting and serve for three (3) years. The duties of the Election Committee are set forth in Article 4 of the corporation by-laws.

NON-OCCUPANTS COMMITTEE

Occupancy is deemed an integral part of membership in the corporation as each member is contractually obligated to personally occupy the dwelling. If the member is not in residence, no other person shall live in the dwelling. Furthermore, if a member permits another person to occupy the dwelling in their absence, this constitutes a default in the obligation to occupy, in which case the board may terminate the member's contract and institute eviction proceedings.

Occupancy by the member is the key to maintaining control. When a person occupies a dwelling – in the absence of the member – this constitutes a serious breach of our occupancy standards. Furthermore, it jeopardizes the integrity of our member selection process by allowing a person to occupy the dwelling while our own members are waiting on the transfer list. Of even greater concern, this constitutes an unauthorized assignment.

The purpose of this committee is to address this ongoing problem and oversee compliance and enforcement. Additionally, with the assistance of other members, to develop a practical method to identify, and evict those members who are not residing in the dwelling and who are allowing other persons to occupy it in their absence.

Seven (7) Committee members are elected at the May Membership Meeting.

RECREATIONAL VEHICLES COMMITTEE

The purpose of this committee is to oversee compliance and enforcement of the rules and regulations governing the storage of recreation vehicles on corporation property.

Five (5) Committee members are elected at the May Membership Meeting.

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In addition to members elected at membership meetings two (2) trustees are appointed, at the Reorganization meeting, to serve on each committee.

VACATING A DWELLING

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. (See Equity and Vacate Procedure)

INSPECTION: Upon receipt of a Transfer request or Vacate Notice, a preliminary inspection of the dwelling and grounds is made by a representative of the corporation and the member is notified of obvious damage or violations chargeable to their account. Upon receipt of the keys, 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. It is the obligation of the vacating member to maintain the dwelling and grounds. Any work executed by maintenance personnel, to place the dwelling or grounds in suitable condition for another occupant, is charged to the vacating member's account. (See Cleanliness Standard, Equity and Vacate Procedure)

MOVING IN THE WINTER: Keep the dwelling heated until the actual date of vacate, then notify management to drain water from the pipes. (There is a small charge for this service). In the event the dwelling is unheated and the water lines are not drained, the member will be charged for any damage resulting from frozen water lines.

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 criteria is not met, the paneling is unacceptable and must be removed. If paneling is waxed or cleaned regularly, it will retain its original luster indefinitely.

PEST CONTROL INSPECTION: To insure 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.

TILE: Floor, ceiling and wall tile is acceptable providing it was installed in a workmanlike manner, in good condition and complete with necessary trim. If this criteria is not met, the tile is unacceptable and must be removed.

VACATE NOTICE: A member is required to give thirty (30) days notice of their intent to vacate the dwelling. The member pays a \$75 vacate fee and signs 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.

VACATE PROCEDURE: The corporation inspector makes a preliminary inspection of the dwelling and the vacating member is notified of work to be done to place the dwelling in suitable condition for the next occupant. 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. To maintain our occupancy standard, maintenance shall perform any work deemed necessary. 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 transferring member's account or deducted from the final equity settlement if the member moves out of town.

VACATE RULE OF THUMB: Place yourself in the incoming member's position. Leave the dwelling in such excellent condition that you would like to move into a similar dwelling.

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

IMPROVEMENTS AND CHANGES

AIR CONDITIONER: 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.

ADDITIONS AGREEMENT: 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.

NOTE: The living room door is at the back. The kitchen door is at the front and the end of the building is also referred to as the side.

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.

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 his 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 of Trustees 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.

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.

CENTRAL AIR: (See Air Conditioner)

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. (See Additions)

ELECTRIC: When the electrical program was adopted, the general membership voted that, to avoid penalizing members who previously upgraded their service from being assessed twice, any electric service with at least 50 AMP was acceptable. Furthermore, if a member subsequently needed a larger service and / or additional outlets, they could engage the services of a licensed electrician at their own expense.

Members are cautioned that electrical work is not a do-it-yourself function. All electrical changes must be performed by a licensed electrician with a copy of the Underwriters Certified Approval submitted to management. 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.

EXTERIOR LIGHTING: All electrical work must be performed by a licensed electrician with a copy of the Underwriters Certified Approval submitted to management. A member contemplating installing flood or spot lighting must exercise extreme care to shield neighboring dwellings from being illuminated. In the event flood or spot lighting creates any problems, the direction of illumination must be corrected to avoid disturbing a neighbor. If any problem develops, contact the manager who will resolve the complaint.

FLAGPOLE: There is a limit of one (1) in-ground flagpole per dwelling. The maximum height of the flagpole shall not exceed twenty (20') feet.

GAS GRILL: 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.

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

GROUND FAULT CIRCUIT INTERRUPTER: Exterior electrical installations are prohibited unless the installation is equipped with a Ground Fault Circuit Interrupter installed by a licensed electrician who shall submit a copy of the underwriters certificate, approving such installation, to the corporation.

HOT TUB: A member may install a hot tub providing they execute a pool agreement and pay the annual pool fee. All electrical and plumbing work shall be done by licensed personnel and appropriate permits secured at the Township Office prior to any work being undertaken.

MEMBER'S PROPERTY: When purchasing insurance, members should apprise their insurance agent of the fact that they need broader coverage than an ordinary tenant's policy provides. The corporation's insurance does not cover member's personal property or effects, either inside or outside the dwelling. While members do not own any real property, they are nevertheless, contractually obligated to maintain the property connected to their dwelling. These responsibilities include, but are not limited to, keeping the sidewalk clean and free from snow and ice, mowing the lawn, trimming bushes and hedges, and raking leaves. Members are also obligated to maintain and keep in safe condition: swings, play areas, pools, fences, decks, sheds, and patios. Additionally, if a member installed new kitchen cabinets, finished the cellar or extended the dwelling, they should have adequate insurance to reimburse them should they suffer a loss from fire or other peril. Remember, the signee of the contract is a member, not a tenant. The insurance agent, therefore, can provide the appropriate endorsements. To protect their interests, it is mandatory that members secure a Homeowners Insurance Policy, which is a package policy and includes fire, extended coverage and CPL (Comprehensive Personal Liability). The fire policy provides coverage for member's furniture, personal property, and improvements damaged by fire. 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. It is important that the insurance agent understands that members have more responsibilities than tenants. If a member added to, or upgraded the property, by making structural changes, the member needs the appropriate endorsement such as Building Additions and Alterations.

Members who installed a deck : patio : pool : addition : shed : hedge : fence, or finished the cellar or installed kitchen cabinets or made any changes to the original structure or grounds shall maintain the change in a manner satisfactory to the corporation. Each member is responsible for anything they own, or that which is under their care, custody or control. Each member shall, therefore, indemnify, defend and hold harmless the corporation from any and all liability, loss or damage the corporation may suffer as a result of any claims which may be attributable to the

member making changes or additions to the structure or grounds. Members are responsible, and may be held accountable for their own actions, or lack of actions, if they fail to perform certain obligations. (See Members' Liability Insurance)

PATIOS: Prior to constructing a patio a member must execute the necessary agreement at the management office. Specifications as to type and size must accompany the application. Patios shall be constructed at ground level on a concrete slab having a minimum thickness of four (4") inches. Workmanship shall be first class, and the structure maintained in a manner satisfactory to the corporation inspector at all times. (See Additions & Members' Liability Insurance)

PERMISSION: Members must sign the appropriate agreement at the office before any changes are undertaken. When members fail to get permission to install a shed, fence, pool, deck or make changes to the structure, etc. invariably the installation is not in compliance with our standards. Therefore, if anything is installed which violates policy, the member will be required to comply with existing rules and regulations. Compliance with policy will be uniformly enforced and legal action instituted against any member who refuses to comply.

PERMITS: A member contemplating making any change, addition or improvement to their dwelling must first execute the appropriate agreement form at the management office. 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.

PLAYGROUND EQUIPMENT: Fibar or other similar types of ground cover may be installed directly under the playground equipment providing it complies with the rules governing ground cover exception. (See Ground Cover Exception)

SHEDS: Prior to erecting or constructing a shed, the member must execute the appropriate agreement at the management office. The shed must be erected at the back of the building. There is a limit of one (1) shed per member. No shed shall exceed the following dimensions: fourteen (14') feet long, ten (10') feet wide and nine (9') feet high. A building permit is required if the dimensions of the shed are greater than 100 square feet.

SWIMMING POOL: A **SWIMMING POOL** is defined as any above ground pool used for swimming, bathing or wading that is capable of being filled to a height greater than twelve (12”) inches.

To comply with recognized safety standards, each member is responsible for keeping the pool secure at all times. Every pool, other than a wading pool, shall be completely enclosed by a sturdy fence of not less than thirty six (36”) inches in height. If a safety fence is attached to the top outside edge of the pool, it must protrude at least thirty six (36”) inches above the top of the pool. Furthermore, the gate 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 MUST BE SECURED WITH CHILD SAFETY DEVICES**. Ladders must be removed when the pool is not in use.

A member having a pool on corporation property must execute an agreement 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.

In the event a new pool is installed, the permit will cost \$200. Thereafter, upon execution of the agreement, a pool permit will be issued at the management office upon payment of a \$100 fee (or any subsequent fee adopted by the membership). The permit must be renewed annually and is valid for the 12 month period from June 1st through May 31st each year. A permit issued after May 31st will cost \$200. 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.

Upon signing a Vacate Notice, or discontinuance of use, the member shall level off the pool area and reseed, or resod the disturbed area.

WADING POOL: A **WADING POOL** shall be no higher than twelve (12”) inches. When not in use, it must be emptied and turned over. A pool higher than twelve (12”) inches is defined as a **SWIMMING POOL** in which case members must comply with appropriate swimming pool regulations.

NOTE: Regardless of whether a pool is inflatable or has a fixed height, the foregoing criteria shall be used to differentiate between a **SWIMMING POOL** and a **WADING POOL**.

VACUUM BREAKER: 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. A garden hose can be extremely hazardous because, if it is left submerged or attached to a swimming pool and there is a severe drop in pressure, the water can be siphoned out of the pool and contaminate the entire potable water supply system.

EXTERIOR OF DWELLING

ADDITIONAL EMERGENCY ACCESS: Prior to the enactment of standardized rules and regulations certain members planted hedges around the periphery of the property connected to their dwelling making it impossible to gain access in case of emergency. To rectify this, policy was adopted that there must be a clear 48” walkway between fences or hedges, between the building at the back and/or the building alongside each member’s residence. If there is not a clear additional 48” emergency access between the building you occupy, and the adjacent building, your board trusts that in the spirit of cooperation and safety you will perform whatever work is necessary by relocating or removing a section of fence, hedge, shed or anything else to create the minimum 48” walkway. In any event, to maintain a uniform standard, if there is not a 48” walkway between the building you occupy and the adjacent building, prior to vacating the dwelling, the member must remove or relocate any fence, hedge, bush, shed or any other encumbrance which will ultimately provide the required minimum 48” **ADDITIONAL EMERGENCY ACCESS** between all buildings. Furthermore, members must be provided unobstructed ingress and egress to the front, rear and around the building. Yard enclosures must have a minimum of two openings or gates which, with one (1) exception, must be unlocked at all times.

Members on either side of fences or hedges equally share the responsibility to maintain common walkways between buildings. In the event the walkway is not maintained in a manner satisfactory to the corporation, maintenance personnel may execute the work with costs incurred charged to the respective member's account. (See Gates Exception)

AESTHETICS: In creating individuality members should endeavor to maintain our original park-like setting. To this degree anything outlandish, bizarre, or otherwise out of character with our community must be removed and returned to its former condition. (See Landscaping)

COMPOSTING: Leaves can neither 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. There are a number of inexpensive compost containers on the market which are aesthetically pleasing and create rich, moist, consistent humus when used correctly. (Check with Township recycling coordinator) No open compost piles of recyclables will be allowed as these have a tendency to attract rodents and insects.

CONCRETE PORCHES: When there is snow and ice a very small amount of calcium chloride will melt the ice. As soon as the ice melts the porches must be swept thoroughly. Concrete is prone to flaking or scaling and this condition is aggravated by salt deposits. To prevent damage to the concrete, sprinkle calcium chloride on very sparingly and as soon as the ice turns to brine brush it off immediately. If a porch is maintained it will last for years. The member occupying the dwelling is responsible for the daily care, maintenance, and upkeep of the porch and handrails. In the event the member does not maintain the porch, or handrails to the satisfaction of the corporation inspector, any work deemed necessary to place the porch or rails in suitable condition will be executed by corporation personnel and charged to the member's account.

FENCES: A member must receive written permission, signed by the manager, prior to erecting a fence. Wood pickets 1" in thickness and 3" wide: round or split rail : 48" vinyl picket and plastic coated chain-link are permitted. Snow fencing: barbed wire: wire mesh: chicken wire: stockade: basket weave or any privacy type fencing are not permitted. Due to revised pool regulations, which made 2-1/4" 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.

The maximum height of a fence shall be forty eight (48") inches and the minimum height shall be thirty six (36") inches. No fence shall be erected within twelve (12") inches of any sidewalk. On signing a Vacate Notice, members shall be notified to remove or relocate any fence that is less than twelve (12") inches from the sidewalk or exceeds the maximum area which can be enclosed.

To permit unobstructed ingress and egress, each fence shall have a minimum of two (2) gates which, with one exception, must be unlocked. Furthermore to permit

EMERGENCY ACCESS there shall be a walkway at least 48" forty eight (48") inches wide between fences on adjacent buildings. The member is required to cut the grass in this walkway and keep the walkway and fence clear of weeds and debris. If a fence is erected which interferes with repairs, replacements or maintenance programs, it must be moved by the member to permit unobstructed access to the working area. (See Access)

GATES (EXCEPTION): The **SINGLE EXCEPTION** to the rule that gates must be unlocked is that, if a member installed a pool without a safety fence being attached to the top of the pool, the **GATES MUST BE SECURED WITH CHILD SAFETY DEVICES.**

GROUNDS: Each member is required to maintain the property connected to their dwelling, by cutting the grass, raking leaves and taking proper care of flowers, shrubs and hedges. Members are also required to keep adjacent walks clean and free from ice, snow and litter. Border hedges must be neatly trimmed. No hedge, when fully grown, shall be closer than twelve (12") inches from the sidewalk. Trees are not to be removed without prior approval from management. Changes to the yard grade or swales cannot be made without consultation with the manager.

GROUND COVER: Grass is an extremely durable ground cover and with a little TLC it enhances the neighborhood. The original park-like setting should be carefully maintained as our community looks its best when yards are neat and tidy, hedges trimmed and the grass freshly cut. Flower beds, shrubs, evergreen perennials and bushes are also acceptable. In all other areas, grass shall be used exclusively for ground cover except as defined in Ground Cover Exception.

GROUND COVER EXCEPTION: Fibar or other similar material may be deposited directly under playground equipment such as swings, etc. In the event a member wishes to deposit fibar, stones, patio blocks or other materials 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 esthetically 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 fibar, 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 charged to the member's account.

HEDGES: Hedges, when fully grown, shall be no closer than twelve (12") inches 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 (36"), maximum height forty eight (48"). Members shall therefore be notified to lower any hedge that is higher than forty eight (48") and to remove any hedge that is less than twelve (12") inches from the sidewalk or exceeds the maximum area which can be enclosed. Thorny hedges are not permitted. (See Access)

LANDSCAPING: Flower beds, rock gardens, bushes and shrubs add individuality to a yard. The use of any other material as ground cover, without prior written approval from the manager, is, therefore, prohibited. (See Aesthetics and Permission)

LEAVES: 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. Do not block catch basins, mix stones, branches or trash with leaves, or rake leaves to the curb after the leaf-vac has passed your area. Members are required to remove any leaves a minimum of two (2') feet outside their fence.

MAXIMUM AREA THAT CAN BE ENCLOSED: 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.

PERMISSION: Members must sign the appropriate agreement at the office before any changes are undertaken. If a member fails to get permission and/or the change

violates policy, the member will be subject to the Uniform Penalty for Non Compliance.

PERSONAL PROPERTY: In the event there is any damage to corporation property attributable to some 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 corporate 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.

PROPERTY: 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.

SERVICE WALKS: Each year dangerous or deteriorated sections of service walks are removed and replaced. Members using a service walk should report any

dangerous sections to the office and the maintenance superintendent will check it out. Service walks include 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.

Members are responsible for keeping service walks clear of snow, ice or any other encumbrance. Therefore, to avoid any confusion as to who should keep a service walk clear - 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. In this respect, members should be cognizant of their neighbor's circumstances, and in the event the neighbor is infirm, or unable to do what would normally be their fair share, be neighborly and temper judgment with compassion and help your less fortunate neighbor. (See Grounds & Property)

SIDING CLEANING: To avoid any build up 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 power washing on a three (3) year schedule. Members are reminded that power washers can be extremely dangerous. Therefore, if anyone decides to wash the siding between the three (3) year cycles, please exercise caution.

SNOW REMOVAL: 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. (See Service Walks)

TELEVISION ANTENNAE OR SATELLITE DISH: The installation of television antennae or satellite dish is permitted providing 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.

TRAMPOLINES: To protect the safety of passers-by, 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.

TRELLIS: The agreement must be executed prior to installing any section of trellis. The material used shall be plastic or vinyl. The trellis shall not be attached to the dwelling or used to separate yards; nor within forty eight (48") inches of a neighbor; nor within thirty six (36") inches of a sidewalk. The trellis shall be a minimum of twelve (12") inches off the ground and no higher than eight (8') feet.

UNOBSTRUCTED INGRESS AND EGRESS: Members are contractually obligated to maintain the property connected to the dwelling they occupy, and may erect a fence around it. However, this does not convey an individual ownership interest nor give them exclusive use of the fenced in area. Our rules are very specific – no member shall be denied access. If a fence is erected, a minimum of two (2) unlocked gates must be installed to guarantee that members shall have **UNOBSTRUCTED INGRESS AND EGRESS** to the front, side and rear of the building. In addition, if there is a hedge around the periphery of the property, there must be two (2) openings (or gates) to permit **UNOBSTRUCTED INGRESS AND EGRESS** to the front, side and rear of the building. **INGRESS** and **EGRESS** – have very simple meanings. **INGRESS** – to enter: **EGRESS** – to exit.

Members shall have **UNOBSTRUCTED** access. This means that gates shall neither be locked nor shall any encumbrance be placed in or near any gate to impede free access through the gate. All property within the confines of Winfield is owned by the corporation and no member has an individual ownership interest in nor exclusive use of the grounds connected to their dwelling. The Mutual Ownership Contract conveys a right of use to each member that they may enjoy the use, in common with all members of the corporation, of all community property.

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. (See Access; Gates (Exception) Grounds and Property)

INTERIOR OF DWELLING

BATHROOMS: To keep your Lasco tub/shower unit sparkling clean use Gel Gloss - 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. Repeat every few months for easier cleaning and long-lasting protection. **DO NOT** wax textured, slip-resistant standing/walking surfaces or use abrasive cleaners such as scouring powders or pads, steel wool, scrapers, sandpaper or anything else that would scratch or dull the surface of your Lasco unit.

For normal cleaning, use warm water and liquid detergents, especially any bathroom cleaner recommended for cleaning fiberglass, such as Top Job All-Purpose; Ajax All-Purpose; Mr. Clean All-Purpose; Boraxo Bathroom; Fantastik Bathroom; Lysol Bathroom; Woolworth Bathroom; Korger Bright Basin, Tub and Tile; Carbona Tile & Bath; Chlorine Bleach; Easy-Off Mildew Stain Remover; X-14 Mildew Stain Remover; Lime-A-Way Bathroom/Kitchen; Liquid Spic & Span or similar materials. To avoid soap and soil build-up, wipe the tub/shower unit dry after each use.

CARBON MONOXIDE DETECTORS: The majority of dwellings have forced air heating systems and carbon monoxide is a potential hazard if the heat exchanger cracks. If the heat exchanger cracks - upon notification and verification by the Elizabethtown Gas Company - providing a central air conditioning system has not been installed, the furnace is immediately replaced by the Corporation to prevent any carbon monoxide from filtering through the vents. Each member must therefore purchase a carbon monoxide detection device and install it adjacent to their bedroom. A heat exchanger can crack anytime. There is no time frame nor previous indication of a problem. A detection device is the safest and only means of notification of a potential hazard. (See Central Air/Air Conditioning)

CELLARS: The cellar provided by the corporation is comprised of exterior cinder block walls, framed interior dividing partitions in multi-family and a concrete floor - none of which can be damaged by water. 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, the member assumes full responsibility for its replacement. (See Flooded Cellars)

EMERGENCY ESCAPE: Our buildings were not designed for cellars to be used as sleeping quarters as there are neither doors nor other suitable openings to swiftly

escape from the cellar if there was a fire while people were sleeping there. Therefore, in the interest of **SAFETY**, 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 immediately assessed the penalties prescribed in the **UNIFORM PENALTY FOR NON-COMPLIANCE**.

FAUCETS: In the event any faucet, either outside or inside, cannot be repaired, the member shall be required to purchase a new faucet. The labor cost for the installation is absorbed by the corporation.

FLOODED CELLARS: All cellars in Winfield are prone to flood. There are numerous reasons for water in the cellar which include but are not limited to: sump pump malfunction; seepage; ruptured water heater or water line; sewer back-up; washing machine overflow, etc. If there is water in the cellar, the member is responsible for mopping up the water and airing the cellar to dry it up.

In the event a member finishes the cellar, installs a rug on the floor, or leaves any item in the cellar, or on the floor, which can be damaged by water or by moisture, the corporation assumes no responsibility for any damage to the member's personal property. Members are encouraged to obtain adequate insurance to cover any loss of personal property. (See Cellars)

FLOORS: Hardwood floors can neither be painted nor can floor coverings be glued or otherwise attached to them. Keep hardwood floors dry and waxed, and their natural beauty will be enjoyed for many years before refinishing is required.

Floor coverings in the kitchen and bathroom are maintained by the member. Loose, broken, or missing tiles must be replaced to match the existing. In the event the tiles do not match, a new floor will be installed at the member's expense.

FURNACE: (See Heating System)

HEATING SYSTEM: Each member, having care, custody and control over the operation of the heating system in their dwelling, shall at all times maintain the system in operable condition at their expense. On signing a vacate notice, 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. Members shall neither add to, change, or modify a furnace installation without prior written authorization from the Board of Trustees. If a furnace is shut off, except to service the furnace, 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.** Members are responsible for the furnace and should consider entering into a maintenance agreement with the gas company or similar agency to service the furnace. If the furnace was operating before the filter was changed, but does not start after it was changed, check the access panel. If it is not properly in place, the furnace will not start.

With regard to the furnace, the motor must be oiled and the filter changed regularly. If the filter is not changed, there will be a much higher gas bill as the furnace works harder when the filter is clogged. Furthermore, since air is restricted, the furnace will overheat and the motor will be ruined. Under no circumstances should the furnace be operated without a filter. The safest and cheapest way is to change the furnace filter and give the motor a few drops of oil regularly. Remember, if the motor is not oiled regularly, it will burn up and you will be required to have it replaced at your cost.

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

PERMISSION: Members must sign the appropriate agreement at the office before any changes are undertaken. When members fail to get permission to install a shed, fence, pool, deck or make changes to the structure, etc. invariably the installation is not in compliance with our standards. Therefore, if anything is installed which violates policy, the member will be required to comply with existing rules and regulations. Compliance with policy will be uniformly enforced and legal action instituted against any member who refuses to comply.

SAFETY INSPECTION: To protect and ensure the safety and well-being of the general membership, all members must authorize entry for a representative of the corporation to inspect the dwelling for **SAFETY PURPOSES ONLY**.

SINK CLOG: Most sink clogs can be cleared by using a plunger. Members must plunge the sink **BEFORE** requesting service. If the plumber responds to a service request and clears the clog with the plunger, the member will be charged the full costs incurred. (See Toilet Clog or Tub Clog)

SMOKE DETECTORS: Each occupant shall install and maintain an approved fire detection system. There shall be a smoke detector in the cellar and one installed on each floor. The member is responsible for maintaining their own smoke detectors, changing batteries and testing them on a regular basis. The corporation is not involved with smoke detectors.

DETECTORS SAVE LIVES: CHANGE THE BATTERY REGULARLY.

SUMP PUMP: 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. If a cellar is flooded, due to the sump pump being disconnected, the member will be assessed the full costs incurred and notified that any repetition will subject them to the **UNIFORM PENALTY FOR NON-COMPLIANCE**. Members are encouraged to check the pump regularly and trip the float to ensure it is operable. 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. (See Emergencies)

TOILET CLOG: The plumber clears 99% of all toilet clogs by using a plunger. Therefore, to avoid the unnecessary expense of the plumber responding to toilet clogs, members must plunge the toilet to free any clog. To facilitate this, each member should purchase a heavy duty plunger. If the member requests the plumber to clear a toilet clog, which is cleared by the plumber with a plunger, the member will be charged the full costs incurred. **IT IS STRONGLY RECOMMENDED THAT MEMBERS PURCHASE A HEAVY DUTY PLUNGER.** (See Sink Clog or Tub Clog)

TUB CLOG: When the tub starts to drain slowly, this is usually attributable to hair clogging the stopper. Therefore, before requesting service, it is advisable to check to see that the stopper is clear. If the plumber responds, and the clog is cleared by plunging, the member will be charged the full costs incurred. (See Sink Clog or Toilet Clog)

MAINTENANCE

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. The corporation operates on a current basis - there can be no debts on record - therefore, any balance due must be paid in full prior to crediting current monthly charges.

EMERGENCIES: Night, weekend and holiday call-outs are restricted to emergencies which cannot wait until regular hours. After hour call-outs are handled through Anserphone - 486-5012. The four (4) emergencies are: cellar flooding due to sump pump not working; sewer back-up; water heater ruptured and any situation that can potentially cause a fire or electrical shock condition, such as water dripping onto a permanent electrical fixture, etc. If a cellar is flooded, and a member refuses to allow entry to check the pump, or if there is a 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 NON-COMPLIANCE. A sink, toilet or tub clog is not an emergency as members are responsible for clearing clogs. When a member requests service there must be someone at the address to let the plumber in. If no one is home, or if a member requests the plumber to respond to a non-emergency after normal working hours, the member will be charged the full cost incurred. (See Sink Clog, Tub Clog and Toilet Clog)

EXTERMINATOR: 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 the full cost incurred by the Corporation.

With regard to fleas, 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. The interior of a dwelling will be treated for fleas once at the corporation's expense. Any additional request for treatment for fleas made within a calendar year will be charged to the member's account.

KEYS: Members are encouraged to furnish the office with a key and authorize entry to facilitate emergency work being performed, during normal working hours, in the member's absence.

REQUEST FOR SERVICE: Maintenance work requests are made to the Management Office, telephone 486-5012, Monday through Friday between 8:30 A.M. to 4:00 P.M. The nature of the trouble should be explained as clearly as possible. By requesting maintenance, the member authorizes maintenance personnel to enter their dwelling to perform the necessary work. If a member has a dog, it must be locked up or kept out of the way of the employee's working area. Due to the number of daily work order requests, it is impossible to schedule any appointment to get work done. If the lock is changed and the corporation does not have a key, or cannot get access to the dwelling, or if a dog is loose and maintenance is unable to perform the work, a service charge is assessed.

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.

Bear in mind that unnecessary maintenance trips are wasteful and delay more pressing maintenance work.

SALE OF MATERIAL: The corporation is not equipped to handle the sale of materials or supplies which a member might wish to obtain for work on their dwelling, such as sand, cement, sheetrock, molding, paneling, etc. In the event a member wishes to replace deteriorated sections of sheetrock, under the window, etc., a request in writing should be sent to the manager outlining the deteriorated area to be replaced. The material will be supplied free of charge.

TREES: Cutting or removing trees, without prior approval in writing from the corporation, is prohibited. Trees which have died, or those judged by the corporation inspector to be hazardous, will be removed. 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.

GARBAGE

BULKY WASTE: Place bulky waste at the curb before 7:00 A.M. on the last Wednesday of every month. Bulky waste includes, but is not limited to: furniture, appliances, sheetrock, 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 tied securely or placed in containers. Members operating a service related business cannot intermingle trash and products, generated by their business, with household trash. In the event anything is placed at the curb, which was not previously used in the member's dwelling, the member will be charged a minimum \$50 pick-up fee plus transportation and disposal costs.

- Nothing can be over 36" long except appliances and furniture
- Loose items must be tied securely or placed in suitable containers

THE SCAVENGER WILL NOT PICK UP ANY BULKY WASTE IN CARDBOARD BOXES OR IN PLASTIC BAGS

If you use plastic bags or cardboard boxes – as those items are recyclable – the scavenger will leave them at the curb. If that happens, please take them down to the corporation dumpster. Anything lying at the curb is not only an eyesore; it may also create a dangerous or hazardous condition. Take pride in your neighborhood by checking the curb area and keeping it neat and tidy after the scavenger has passed.

Commercial tenants pay for collection, transportation and disposal of their trash and garbage, therefore, 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. Furthermore, bulky waste placed at the curb in violation of any Township Ordinance may subject the member to be issued a summons. Additionally, the items will be removed with full costs incurred charged to the member's account.

When buying a new refrigerator - or any other appliance - please arrange to have the store remove the old appliance, at the time the new one is delivered.

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.

In the event an appliance containing freon is at the curb without a sticker, maintenance will remove it and the member charged a \$50 removal and disposal fee.

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.** Keep all recyclables separate : tie newspapers together; flatten cardboard boxes and tie securely; glass, cans, plastic and milk cartons can be put in the same container. The Township posts recyclable pick-up dates.

BE A GOOD NEIGHBOR

SEPARATE RECYCLABLES; NO BULKY WASTE AT THE CURB UNTIL EARLY MORNING ON THE LAST WEDNESDAY; TAKE UNACCEPTABLE ITEMS TO THE CORPORATION DUMPSTER; NOTHING LOOSE AT THE CURB (IN CONTAINERS OR TIED SECURELY); MULTIPLE FAMILY DWELLINGS – TAKE TURNS KEEPING THE SIDEWALK CLEAR OF LITTER AND DEBRIS.

SCAVENGER: On Tuesday and Friday evenings, a scavenger is under contract to remove normal household waste placed at the curb in garbage cans with lids. If the scavenger does not pick up an item - which is not considered household waste - remove it promptly and put it with your recyclables or bulky waste. Anything laying at the curb is not only offensive, it could conceivably create a hazardous condition. Building materials, carpeting, debris, trash, or rubbish left at the curb, on any day other than the last Wednesday of the month, will be removed by maintenance

personnel and the member charged actual costs incurred for collection, transportation and disposal. The Police Department may also issue a summons.

With the enactment of mandatory recycling and garbage separation legislation it is imperative that members comply with the requirements. Normal household waste is classified as residential waste, however, if any of the following materials are present in a load, irrespective of how little is involved, the entire load will be classified residual waste and an additional \$250 charged per load.

Residual waste includes: tires; metal; cardboard or plastic drums not used for food; containers for oils, paint, chemicals, powders, inks and dyes; tar and tar buckets; cable or wire; commercial or industrial fluids or glues; soot and ashes; sludges; shavings; powders and resins; food processing waste and grease trap wastes from residences or restaurants. Residual waste can be disposed of in the corporation's dumpster.

We have no control over costs for garbage collection, hauling and disposal but by working together we can avoid additional unnecessary costs. Therefore, please be careful: Do not mix residual waste with residential waste. These items can be taken to the maintenance garage at 8:30 A.M. : 12:30 P.M. AND 3:30 P.M. Monday through Friday as these are the only times maintenance employees are available. Waste containers should not exceed 24 gallon capacity, have tight fitting lids, and kept out of public view until the day of collection. Garbage and trash may be placed in the same container. Within twenty four (24) hours of being emptied, all garbage cans, containers or receptacles must be removed from the curb.

Household furnishings such as refrigerators, stoves, washing machines, sofas and other bulky items are picked up on the last Wednesday of each month. (See Bulky Waste)

REFRIGERATOR DISPOSAL: (See Freon Removal)

INSURANCE

CORPORATION'S INSURANCE: The corporation's insurance includes: **MULTI PERIL** which provides special blanket buildings and property protection (in excess of the deduction) in accordance with the statement of values filed annually with the insurance company. **CONTRACTORS' EQUIPMENT** broad form provides coverage for the corporation's equipment such as the leaf-vac, salt spreader, chipper, etc. **BLANKET BOND** provides coverage for employee dishonesty. **BOILER INSURANCE** broad form provides coverage for the administration building boiler. **UMBRELLA** provides excess coverage over underlying limits. **COMMERCIAL AUTO** provides coverage for corporation vehicles. **WORKER'S COMPENSATION** provides coverage when employees sustain job related injuries.

Members are reminded that the corporation's insurance does not cover their own personal property or effects, either inside or outside the dwelling. (See Personal Liability Insurance and Member's Property).

LAPSED LIABILITY INSURANCE: 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, they will be fined \$300. Furthermore, the member will be given ten (10) days to comply otherwise corporation legal counsel will serve a Notice to Quit.

As a point of general information, the \$300 fine was selected as a deterrent, making the Penalty for Non-Compliance higher than the annual premium for the policy. It will therefore be in the member's best interests to pay the premium on time to ensure there is no lapse of coverage.

PERSONAL LIABILITY INSURANCE: Members must purchase and maintain continued uninterrupted liability insurance coverage of not less than \$300,000. Therefore, every year upon renewal of the policy, members are required to submit to the corporation a Certificate of Insurance or a copy of the Declaration Page. *Please note that an application, binder, insurance bill, cancelled check or coverage summary sheet are not acceptable proof of having insurance in force.* Therefore, to avoid the possibility of being penalized, members are reminded that as soon as they pay the premium, and receive a new policy, they should submit a copy of the declaration page to the office to update their records.

Additionally, if any changes or improvements were made by a previous occupant, or if you upgrade the facilities, the corporation's policy does not cover any **IMPROVEMENTS OR BETTERMENTS**. Upgrades include but are not limited to: kitchen cabinets; finishing the cellar; paneling; carpeting; storm doors; sliding doors; windows; air conditioning; ceiling tile; ceramic tile; floor covering; fencing; pool; deck; addition; awning or shed, etc. With regard to upgrades, prior to renewing your existing policy, you should contact your insurance agent and notify them of any changes or improvements made to the dwelling. Your agent will then recommend appropriate endorsements to protect your interests.

The corporation insures the building ... Each member insures anything they own or is under their care, custody, or control.

GENERAL INFORMATION

ACCESS PERMIT: A member may apply for an **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.

AFTER HOUR CALLOUTS: **Night, weekend and holiday call-outs are restricted to emergencies which cannot wait until regular hours ...** The four (4) designated emergencies are: cellar flooding due to sump pump not working; sewer back-up; and water heater rupture or toilet clog (there is a charge if maintenance clears the clog by plunging) ... A sink or tub clog is not an emergency as members can plunge either to tide them over for a day or two.

After hour call-outs are handled through Answerphone – 486-5012

AMBULANCE SQUAD: For over sixty (60) years the Winfield Ambulance Squad has provided unparalleled service to our community. At any time during the day or night, these **DEDICATED VOLUNTEERS** unhesitatingly responded in our hour of need. They gave freely of their time - and are continuing to do so - but now their ranks are dwindling.

Our Ambulance Squad is desperately in need of replacements. Therefore, to ensure that our squad will continue to provide the excellent service we have become accustomed to, the Winfield Ambulance Squad needs **VOLUNTEERS NOW**. If you have the time; if you want to help your fellow man; if you desire to provide a special service to our community, please stop in at the fire house to find out what your duties will entail.

BINDING ARBITRATION: In the event that a valid written member complaint is presented to the Board of Trustees and either the member making the complaint or the member being complained about is a present member of the Board of Trustees, or has been a member of the Board of Trustees within the past thirty six (36) months from the date of the complaint, the entire Board of Trustees shall be deemed disqualified from voting, considering, and/or entertaining the complaint, the complaint shall be referred to binding arbitration. The arbitrators shall hear, determine and rule on the complaint and shall prepare findings of fact and report to the Board whether a violation of any provisions of the Mutual Ownership Contract, Certificate of Incorporation, By-Laws and/or Member Rules and Regulations has occurred. The board shall confirm and enforce the decision of the arbitrators.

Binding arbitration for the purposes of this provision shall be defined as the utilization of a recognized arbitration entity comprised of three (3) arbitrators. A decision by a majority of the arbitrators shall be controlling and constitute a binding decision.

The corporation shall be responsible for only the independent arbitrator's costs and fees.

The member who has filed the complaint and the member who the complaint is about shall attend the arbitration hearing.

The failure of the complaining member to attend the arbitration shall constitute a voluntary dismissal of the complaint.

The failure of the member being complained about to attend the arbitration shall not stop the arbitration process from proceeding and a decision being rendered.

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

other than in a fenced in area and accompanied by a responsible person must be restrained by a person holding a leash, attached to the dog's collar, in their hand.

In the event a dog defecates on corporation property, the member must **IMMEDIATELY** clean it up. Failure to comply subjects the member to the penalty for non-compliance.

The rules and regulations also apply to visitors who bring their dog to a member's home. The member is responsible for any visiting dog.

DOG BITE: If a dog bites a person or animal, the Winfield Mutual Housing Board of Trustees, 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.

DOG RUN: Any dog left outside and unattended shall be confined to a completely enclosed dog run, constructed at the end of the property (as far as possible from the neighbor's dwelling). The sides and top shall be constructed of sturdy chain link fencing which shall not exceed the following dimensions: 12 feet long and 6 feet wide. The height shall be a minimum of 4 feet and a maximum of 6 feet. There shall be an access gate and the area shall be kept free of "droppings" daily . . . A dog house shall be soundly constructed, kept in good repair and painted to match the building.

DOMESTICATED ANIMALS: Ownership of domesticated animals shall be limited to two (2) per unit. Two (2) animals are defined as two (2) dogs, or two (2) cats, or one (1) dog and one (1) cat, or any two (2) registered domesticated animals. The size of a dwelling shall have no bearing on the maximum number of animals permitted.

EXERCISE TRACK: The exercise track was designed for use by pedestrians and bicyclists and it was not anticipated that anyone would try to use the track if hazardous conditions were present. Therefore, to avoid the possibility of anyone being injured, **NO ONE IS PERMITTED TO USE THE TRACK** when there is snow or ice on the track or during inclement weather.

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.

INDIVIDUAL CITIZENSHIP RESPONSIBILITY: 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 of Trustees determines that corporate interests are affected, or a majority opinion of the membership directs this action by the board.

ORDINANCES: Ordinances are adopted by the Township Commissioners. Members must comply with all ordinances in addition to the rules and regulations of the corporation.

PETS: Animals and fowl, with the exception of dogs, cats and birds in cages, are not permitted in any dwelling or yard. Complaints concerning dogs or cats should be reported to the Township Office. (Unattended dogs can create serious problems and must be on a leash and secured within a fenced in area.) Any member failing to clean up after their dog should be reported to the Board of Health. Members owning a dog are required to keep the dog from impeding or interfering with employee's or contractor's progress. Under no circumstances will an employee of the corporation enter a dwelling with a dog running loose. Members are required to keep their dog under control so that any contractor, inspector, or employee can proceed with their work without worrying about an animal becoming a nuisance. (See Personal Liability Insurance)

RADIO TRANSMISSION: Broadcasting by "Ham" operators is permitted providing the operating equipment is properly adjusted so as not to interfere with radio and television reception of other residents. Complaints should be directed to the Township Office.

RECREATION: Parents, guardians or their appointed representatives are welcome to accompany their children to the Recreation Program at the Community Center.

The Recreation Program sponsored by the corporation is not 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 the child is at the center, 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 decide to leave the building.

If a parent or guardian registers a child in the Recreation Program, 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 their 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 the 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 the child up.

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

RECREATION VEHICLES: With the crucial shortage of parking, until such time as there is a specific designated area for storing boats, trailers or other types of recreational vehicles, (providing they can be pushed by hand) a member may store their boat or trailer, etc. at the rear of the property adjacent to their dwelling. The intent is to get all recreation vehicles off the streets during fall and winter to facilitate leaf pick-up and snow removal. This does not mean that a member or anyone else can ride a car or truck on corporation property as it is a violation of policy to drive or park any motor vehicle on corporation property. (See Access Permit and Vehicles on Corporation Property)

STORING RECREATIONAL VEHICLES
ADOPTED AT THE MAY 18, 1999 MEMBERSHIP MEETING

Members may store a recreational vehicle (defined as any towed or trailered vehicle) on the property adjacent to the dwelling with the following stipulations:

SECTION A – STORAGE

1. An area at the rear of the property adjacent to the member's dwelling (as close as possible to what would be considered the rear property line) must be sectioned off and framed, and an acceptable ground cover must be used to fill the area. This ground cover must be maintained properly.
2. This area shall not exceed 10' x 22' and the entire recreational vehicle must fit within the area.
3. Any recreational vehicle stored on this area cannot exceed 3,000 pounds, registered gross vehicle weight, and cannot exceed eight feet in height.
4. If a member has erected a fence around the perimeter of the yard, the vehicle must be stored within the confines of the fence.
5. Only one recreational vehicle shall be stored adjacent to the member's dwelling. This vehicle must be properly registered to the member legally occupying the dwelling and the member must supply a photo copy of the vehicle registration to the corporation office on or before May 31st of each year.
6. Before storing a recreational vehicle on corporation property, a member must submit to the corporation manager, a drawing of the proposed area to be sectioned off (showing the relationship to the dwelling) and a description of the ground cover to be used.
7. If a member has a legitimate logistical problem, the member may request that the Recreational Vehicle Committee review the situation. After reviewing the situation, the Committee may submit a recommendation to the Board of Trustees to request a specific waiver.

SECTION B – ACCESS

1. No recreational vehicle stored adjacent to a member's dwelling shall be pushed across a neighbor's lawn.

2. Boat engines and any other recreational vehicle engines shall not be started on corporation property between the hours of 10:00 pm and 8:00 am.
3. 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.

SECTION C – COMPLIANCE

1. The Recreational Vehicles Committee is to remain intact and oversee compliance and enforcement of the above stipulations. If violations occur, the following procedures will be used to affect compliance:
 - A. A complaint, signed by the person making the complaint, will be filed at the Mutual Housing Office. For the first notification the Office will make verbal contact with the offender followed by a letter sent certified and regular mail notifying the member of the offense. The letter will be signed by the Manager (the name of the complainant will be held confidential).
 - B. Modified, as set forth below, to reflect current policy:

COMPLIANCE: In the event the member fails to comply with any of the foregoing provisions, within five (5) days of being notified they will be subject to the **UNIFORM PENALTY FOR NON-COMPLIANCE.**

CLARIFICATIONS

1. The living room door of any dwelling in Winfield is at the rear of the dwelling, the kitchen door is in the front, and the end of a unit is also considered the side.
2. Any recreational vehicle exceeding either the weight and/or the dimensions shall not be stored on corporation property.
3. The member legally occupying a dwelling is defined as the one who signed the Mutual Ownership Contract for that particular dwelling.

In the event a member wishes to deposit a bed of stones, patio blocks or other materials under a vacation vehicle, 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 area shall be adequate for its proposed use, sectioned off with ties or other similar materials, and be esthetically

acceptable to the manager. To ensure that our park-like setting, which we have enjoyed for over sixty four (64) years will be maintained, the use of stones, patio blocks or any other materials is **RESTRICTED TO A SPECIFIC DEFINED SECTIONED OFF AREA.**

No member shall construct a driveway connected to or leading on to corporation property. Express written permission must be signed by the manager, for a member to deposit any material as ground cover. (See Ground Cover Exception : Access Permit and Vehicles on Corporation Property)

PROHIBITED

ADVERTISING: Winfield is strictly a residential community and the only official businesses are those conducted by commercial tenants. The placement of any signs or advertisements on corporation property (with the exception of local political signs at election time) is therefore prohibited. Additionally, as all property within the confines of Winfield Park is owned by the corporation - there are no individual plots or deeds - neither yard sales, nor articles for sale, shall be conducted on any property within the confines of Winfield.

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

DRIVEWAYS: Motor vehicles shall neither be driven nor parked on corporation property, therefore, driveways are expressly prohibited. (See Access Permits and Vehicles on Corporation Property)

EQUIPMENT STORAGE: With few exceptions equipment used in connection with maintaining the dwelling and grounds can be stored, out of sight, in the member's shed. Insofar as leaving equipment or materials exposed on the property, which are used in connection with operating a business - as Winfield is strictly a residential community - the storage of any items used for commercial or business purposes is expressly forbidden. Recognized business or commercial activities are limited to those tenants who rent the commercial building.

FIREPLACES: Members are prohibited from installing a fireplace which can be used to provide any type of heat. (See Forbidden Heating Devices)

FORBIDDEN HEATING DEVICES: Each year newspaper articles cite the dangers of portable heaters or liquid fuel burning space heaters. Children are badly burned - lives are lost - and the anguish of a moments carelessness leaves life-long emotional, as well as physical scars.

As the majority of dwellings are multi-family with no fire walls, **the use of any portable heater, liquid fuel burning space heater, wood burning stove, or open fireplace is expressly prohibited.** There are common walls, and the disastrous

effects of fire can only be contained through the prompt response of our fire department. Since the safety of multiple families can be compromised, members are reminded that portable heaters, liquid fuel burning space heaters, wood burning stoves or open fireplaces create a potential danger to life, and a hazard to property. Therefore, 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. Furthermore, if a member places in jeopardy the well-being of their neighbor by using a forbidden heating device, this will be construed as a major and flagrant violation of corporate policy in which case the member will be subject to eviction.

PARKING AREAS: 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. Therefore, to insure 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 which is not moved within forty eight (48) hours is subject to being issued a summons. 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.

PARKING ON LAWNS: 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. Parking is a problem in certain areas around town, however, there is no parking space allotted to any resident. Streets are public thoroughfares, and providing the vehicle is properly licensed, it may be parked on any street in accordance with the provisions of ordinances regulating parking. (See Vehicles on Corporation Property)

RENTING ROOMS – OR THE CELLAR: Certain members advertised that they have rooms (or cellars) available to rent. **REMEMBER** there is no landlord and there are no tenants under the mutual plan. The Mutual Ownership Contract specifically states that the member shall occupy the dwelling as a private dwelling **only for himself and his immediate family** (as defined by the Corporation). Therefore, anytime a member rents out rooms – or the cellar – this is in direct conflict with the

provisions of the contract and constitutes a clear violation of our Occupancy Agreement. However, notwithstanding the foregoing contractual limitations, by today's standards, it is nevertheless acceptable for people in a relationship to cohabit as current laws allow persons who are not married to live together. However, people in a relationship who are room-mates, or have a joint household, establish an entirely different state of affairs than that of **RENTING OUT ROOMS OR THE CELLAR** to different families. Therefore, as those members, who are renting to others, and violating their contractual obligations by failing to occupy the dwelling **AS A PRIVATE** (not multi-family) **DWELLING** for themselves and their immediate family, the board will institute corrective measures.

Furthermore, Article 8 of the Certificate of Incorporation captioned Special Provisions, states in part that: *"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."*

To maintain our non-profit status, member's monthly payments shall be sufficient to cover the cost of operations, maintenance, repairs and replacements, reserves, water, taxes, management and administration services. Therefore, any amount a renter pays, when added to the monthly charge the member is contractually obligated to pay, may be construed as pecuniary profit or net earnings to the member. This unauthorized occupancy violates one of the fundamental precepts upon which Mutual Housing was founded and constitutes a major and flagrant violation of the member's contractual obligations.

SIGNS: No sign shall be attached to, or placed on a dwelling. Temporary free standing political signs may be placed on the property adjacent to the dwelling, providing the sign is removed immediately following the election. Under no circumstance shall a political sign be nailed or attached to any tree nor placed on any building.

VEHICLES ON CORPORATION PROPERTY: No motor vehicle shall be driven or parked on corporation property without displaying an **ACCESS PERMIT** on the dashboard. **PERMITS** are issued during normal working hours at the management office, and shall be used for the specific purpose of delivering or removing heavy or bulky items providing the ground is dry. In the event any ruts are

made, the member will be charged the full costs incurred to level off the ruts and reseed the disturbed area. No overnight parking is permitted. Any member who violates policy by driving or parking a vehicle on corporation property, without a valid permit, will be assessed the full legal costs involved in the preparation and service of Notices to Cease or Quit. No vehicle or trailer shall block access to service entrances. The Winfield Police Department may issue a summons to unauthorized vehicles. (See Access Permits)

YARD SALES: Neither yard sales, nor articles for sale, shall be conducted by an individual member on any property belonging to the corporation. (See Advertising and Property)

VIOLATIONS

UNIFORM PENALTY FOR NON-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, 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 \$50 fine and ten (10) days to comply

In the event there is a 4th violation, there will be an additional \$50 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.

The member may appeal this notice in writing and request a meeting with the Board of Trustees at their next regularly scheduled meeting. After the hearing, the decision of the Board of Trustees 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.**

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	PETER J. FLYNN	(SEAL)
Witness	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.
6. To divorced members.
7. To parents of members of the corporation.
8. To brothers and sisters of members of the corporation.
9. To grandchildren of members of the corporation.
10. Until such time as the son and daughter list is exhausted, no other priority will be interviewed or offered housing.
11. All new applicants must accept housing within five (5) days from the date of postmark or it shall automatically cancel their application in which case the applicant may reapply after twelve (12) months from the date of cancellation.

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.

FEE SCHEDULE:

EQUITY	\$ 5,000.00
* MEMBERSHIP FEE	\$ 100.00
* TRANSFER FEE	\$ 75.00
* VACATE FEE	\$ 75.00
* NON REFUNDABLE	

Prior to 1994 each member paid \$2,500 Equity. On January 1st, 1994 Equity was increased to \$4,000. On July 1st, 1999 equity was increased to \$5,000 with a minimum down payment of \$2,500. Starting on the fourth month of residency, the member shall pay a minimum of \$100 each and every month in addition to their regular monthly payment. The \$2,500 outstanding balance shall be liquidated within twenty eight (28) months of occupancy. Prior to applying for a transfer, Equity shall be paid in full.

When a member vacates a dwelling and moves out of town, they will receive an amount no greater than the equity paid to move in.

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.