



<p>SUSSEX COUNTY RECORDING COVER PAGE Honorable Jeffrey M. Parrott Sussex County Clerk</p>  <p>This cover page is required to be part of any document affecting land title being recorded in Sussex County, New Jersey. It is part of the recorded instrument and permanent record and should not be detached from the original document.</p>	<p><i>Official Use Only – Barcode</i></p>  <p>20200713010130280 1/30 07/13/2020 08:33:22 AM RESOL Bk: 3560 Pg: 447 Jeffrey M. Parrott, County Clerk Sussex County, NJ</p>
<p>Record & Return To:</p>	<p><i>Official Use Only – Realty Transfer Fee</i></p>

<p>Date of Document:</p>	<p>Type of Document:</p>
<p>First Party Name:</p>	<p>Second Party Name:</p>
<p>Additional Parties To Be Indexed:</p>	

<p align="center">PROPERTY INFORMATION (MANDATORY FOR DEEDS)</p>	
<p>Block:</p>	<p>Lot:</p>
<p>Municipality:</p>	
<p>Consideration:</p>	
<p>Mailing Address of Grantee:</p>	

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**COUNTRY CLUB RIDGE AT CRYSTAL SPRINGS II NEIGHBORHOOD ASSOCIATION, INC.
POLICY RESOLUTION
ESTABLISHING ARCHITECTURAL DESIGN POLICY AND
MISCELLANEOUS OTHER RULES AND REGULATIONS**

WHEREAS, Country Club Ridge at Crystal Springs II Neighborhood Association, Inc. (the "Association"), is a non-profit homeowners association having an address in the care of Comet Management, 15 Ames Blvd., Hamburg, New Jersey 07419;

WHEREAS, the Association was created by, among other documents, the Declaration of Covenants, Conditions and Restrictions (the "Declaration") with attached Bylaws (the "Bylaws") which were recorded in the Sussex County Clerk's Office on June 25, 2010 in Deed Book 3252, Page 166, et seq. and as may be amended from time to time;

WHEREAS, the Bylaws, Article III, Section 3.1 provides, "the affairs of the Association shall be governed by a Board of Trustees" (the "Board");

WHEREAS, Declaration Section 5(b) provides the Association is to maintain, repair, and replace, among other things, the roofs and exterior facades of all dwellings in the Association;

WHEREAS, Declaration Section 9 and Bylaws Section 3.6(t) provide the Board shall have the power to promulgate Rules and Regulations regarding, among other things, "procedures for pre-approval of materials, styles, colors, designs, and other materials and components with respect to modifications of a Lot or Dwelling";

WHEREAS, Declaration Section 8(a) provides no Owner may modify his or her lot without prior consent of the Association, "which consent may be withheld on purely aesthetic grounds";

WHEREAS, the Board finds that the construction of new homes that are inconsistent with the Declarant's original plans will be both detrimental to the aesthetic harmony of the Association and an undue financial burden on the Association to maintain, repair, and replace disparate types of construction;

NOW, THEREFORE, BE IT RESOLVED that the following policies are hereby adopted:

ARTICLE 1. PLAN SUBMITTAL PROCEDURES

1.01 Procedure. Construction plans shall be submitted in duplicate to the Association for approval. Landscape plans for new home construction must accompany the house construction plans. Plans shall include a site plan to scale (minimum scale 1/8 inch = 1 foot) showing property lines, above ground structures, planting areas, location and description of plantings including species. Requests for approval of walls, patios and decks shall include design drawings or photos to assure quality construction and compliance with other requirements of this policy. All applicants will be required to submit an Engineer's report detailing the anticipated useful life and cost to replace all items for which the Association is responsible pursuant to Declaration Section 5(b).

1.02 Procedure. All proposals for construction of any single-family home or townhome lot or modification to any existing single-family home or townhome must be submitted to the Association with a completed Application, at least 30 days prior to the start of the proposed action. A completed Application shall mean:

- a) Two completed copies of the application forms attached hereto as **Exhibit A**;

- b) Two copies of plans and specifications complying with the published checklists of the Association (see pages 2 and 3 of the application form);
- c) Two copies of landscaping plans demonstrating compliance with the Minimum Landscaping Standards (see Sections 4.01 and 4.02 of this Resolution); and
- d) Two signed copies of the construction agreement attached hereto as **Exhibit B**.

The Association shall have a maximum of thirty (30) days to review a submittal. After review, one copy of the submittal will be retained by the Association for their files. The other will be returned to the applicant marked with one of the following:

- “Approved” (project approved as submitted)
- “Approved as Noted” (subject to conditions noted)
- “Not Approved” (reasons noted on drawings and forms)

An incomplete submittal will be returned to the applicant marked “Not Approved”. It is the owner’s responsibility to apply for and pay all fees for permits and inspections required by local governing authorities and codes.

- 1.03 Standards.** All plans shall use (1) the applicable standards established by the governing documents for density, building type, set-back requirements, utilities and placement, and other exterior characteristics, and (2) design criteria and compatibility with existing structures.

All plans shall be of professional quality with enough detail to clearly define the proposed project. Plans for new construction shall be designed by architects or professional building designers and shall include an artist’s rendering of the front and rear views, and both side views of the proposed living unit(s).

- 1.04 Completion.** Approved projects must commence within six (6) months of Association approval. After six months, re-submittal and re-approval is required. All construction shall be completed in a timely and continuous manner and in accordance with the Township of Hardyston Building Department permit requirements.

- 1.05 Approvals and Applications.** All approvals and applications regarding the aesthetic/design standards discussed herein shall rest in the Board’s sole discretion.

- 1.06 Appeal.** There is no automatic right of appeal of a decision by the Association. An applicant may petition the Board for a review of the Association’s decision by submitting a written statement to the President of the Board, explaining the issue and proposed solution. A majority of the Board must agree that a review is appropriate and will notify the applicant within 30 days after the applicant’s statement is received of the acceptance or denial of the petition, and any conditions. The Board may set procedural limitations for the review, including restricting the scope of the review to specific issues and limiting the time that the applicant may speak.

- 1.07 Enforcement Process.** Violation(s) of this Architectural Design Policy may be reported by any owner in writing to the Board. The Board retains all enforcement rights and powers defined by the Declaration and Bylaws. Violations will generally be processed in the following manner, but some circumstances may require a different action:

- a) An Association representative will inspect the alleged violation(s).
- b) If the Association determines that the alleged violation(s) require(s) corrective action, two letters (second by registered mail) mailed seven (7) or more days apart, will be sent to the violator by the Association. The letters will clearly state the nature of the violation(s) and the proposed corrective action(s) to be taken.

- c) If no satisfactory response is received within fourteen (14) days of the second letter, the Association representative will turn the matter over to the Board for further action.

1.08 Fines. All violations of governing documents will result first in a warning, a second violation will result in a \$25.00 fine, a third violation will result in a \$50.00 fine and all subsequent violations will result in a \$100.00 fine. All fines shall be collectible in the same manner as an ordinary assessment. Ongoing fines will accrue daily up to the maximum amount permitted by law. All fines shall be subject to the Association's ADR policies.

ARTICLE 2. DESIGN/COVENANT GUIDELINES.

2.01 General. Single family homes and townhomes shall be of an attractive and high-quality architectural design that is compatible in external appearance, design and quality with existing structures as determined by the Board. The Association's existing allowed single-family home floor plans are available by contacting the Association's property manager, and include the following models: Augusta, Baltusrol, Cambridge, Canoe Brook, Glen Eagle, Glenmore, Hawks Nest, and Windemere.

- a) **Elevations.** Elevations shall be proportionate to surrounding existing single-family homes and townhomes.
- b) **Setback.** Setback must conform to local municipal ordinances.

2.02 Drainage. Roof gutters are required on all single-family homes and townhomes whereby downspouts are properly drained to an underground catch basin system according to accepted building standards.

2.03 Front Yard Irrigation. Newly constructed single-family homes and townhomes must tie into the community wide irrigation system for the front yard turf and front planting beds. All planting beds to receive driplines and turf areas to receive rotary heads. Additional information is available through the property manager who will put applicants in touch with the irrigation contractor.

2.04 Rear Yard Irrigation. Rear yard irrigation is optional and may be installed, maintained, repaired and replaced by individual homeowners at their expense. The Association assumes no responsibility for rear yard irrigation systems.

2.05 Driveways. Driveways shall be of asphalt or concrete pavers. All materials and special artistic effects including colors must be approved by the Association. Circular driveways or other driveway configurations are not allowed. All driveways shall permit a full size (20 foot) vehicle to be parked in the driveway and not interfere with street access.

2.06 Garages. Each single family home shall include an attached garage designed to enclose a minimum of two (2) vehicles and maximum of three (3) vehicles with a maximum of three (3) separate garage doors taking into account the size of the lot and must meet local building code. Each townhome shall include an attached garage designed to enclose two (2) vehicles with a maximum of one garage door. Garage doors shall be kept closed except when access or activity requires them to be open. Garages shall relate to the dwelling in respect to character, material and finish. Carports and detached garages are not permitted. Garages shall not be converted to another use.

- a) **Garage Sales.** Only community wide garage sales are permitted and must be scheduled through the property manager. Community wide garage sales will be held at the discretion of the Board so as to minimize traffic and maintain peace and harmony within the community.

2.07 Storage/Parking. Recreational vehicles that are owned by the homeowner, visitor or guest are not permitted to be used, stored or parked on homeowner property except while being prepared for use, while being cleaned out or unloaded after use, or being prepared for off-site storage. Such period shall be deemed temporary and shall not exceed twenty-four (24) hours. This policy pertains to all trailers, boats, personal watercraft, RVs, dune buggies and trailered lawn care equipment. All passenger type motor vehicles must be registered, licensed and parked in driveways. All motorcycles must be registered, licensed for street use and must be parked in garages. Unregistered vehicles without license plates may not be parked in driveways. Golf carts, mini bikes, go-karts, ski-doo's are permitted on homeowner property but must be stored inside the garage, not outdoors, and may not be used or operated on any portion of community property including individual lots, golf course property, undeveloped lots or areas of the community or community streets. Moving PODS may be placed only in driveways for a maximum of ten (10) calendar days while being actively loaded for a pending move. In addition, personal items such as ladders, wheelbarrows, tools, cans and receptacles, yard equipment, children's toys, etc. must be stored inside the garage or home, not on homeowner property or under decks (note that use and storage of propane tanks is not allowed in townhomes per state regulation for multiunit dwellings).

2.08 Fences and Property Dividing Walls. This policy does not apply to grandfathered fences. New requests for fences and grouped planting (i.e. evergreen trees, hedges, etc.) which would constitute a 'living wall' require Association approval.

a) **Retaining walls** with a three (3) foot height limit must be approved by the Association and shall be constructed of Cambridge Sigma wall system materials in the color Toffee/Onyx or equivalent by Association approval. The three (3) foot height limitation may be waived if site conditions require a higher wall. Wooden retaining walls are not permitted. Natural stone retaining walls are not permitted. Any retaining wall exceeding three (3) feet requires a building permit from the Township of Hardyston and must meet all applicable building requirements.

2.09 Porches, Decks and Patios. All proposed porches, decks and patios or alterations to same must be submitted to the Association for review and approval. All porches, decks and patios shall have an appearance consistent with the dwelling and similar structures within the community. Patios and decks are prohibited in front and side yards. No porch, patio or deck shall extend closer than eight (8) feet of any lot line and must meet local building codes. Extensions to existing decks require Association approval. The homeowner is responsible for filing required building permits for deck extensions as required by the Township of Hardyston. The Association requires that homeowners provide a copy of the building permit as well as a copy of the certificate of final approval from the Township of Hardyston.

a) **Deck Colors.** All deck, floor, railing and step colors must be neutral, earth tone or a color matching the exterior siding of the single-family home or townhome and must be approved by the Association.

ITEMS LISTED IN SECTION 2.10 OF THIS RESOLUTION ARE ALLOWED BUT ARE SUBJECT TO APPROVAL BY THE ASSOCIATION.

2.10 Porch, Deck and Patio Covers. All covers must be of a design complimentary to the dwelling and require approval by the Association.

a) **New Construction.** All permanent porch, patio and deck covers with solid roofing must be constructed of the same materials and the same roof pitch as the dwelling. All structures of this type require approval by the Association.

- b) **Add-Ons.** Wherever structurally and functionally possible, all covers shall meet the same requirements as new construction. Where not structurally or functionally possible, add-on covers shall be professionally designed with soffit and fascia that conceal the slope and roof material from a ground level vantage point. All add-ons require approval by the Association.
 - c) **Awnings.** Retractable and fixed awnings are permitted but require approval by the Association.
 - d) **Privacy Screening.** Privacy lattice is permitted under a deck or on the deck railing only. Privacy lattice installed on a deck railing cannot exceed four (4) feet above the existing railing. Privacy screening requests must be submitted for Association approval and will be considered on a case by case basis.
- 2.11 Other Structures.** Sunrooms, solariums, gazebos, doghouses, sheds and any other external structures are not allowed. Free standing tent structures are allowed only on a temporary basis (7 days maximum) for special events and must meet township code. Free standing tent structures do not require Association approval. Expansions/additions to existing structures require Association approval. Any expansion/ addition requiring a variance will not be allowed.
- 2.12 Pools, Ponds and Hot Tubs.** Small soaking type in-ground pools and hot tubs are allowed but must be approved by the Association prior to installation. The homeowner is responsible for filing all building permits as required by the Township of Hardyston. The Association requires that homeowners provide a copy of the building permit as well as a copy of the certificate of final approval from the Township of Hardyston. The homeowner is responsible for all maintenance, repair and replacement of installed pools and hot tubs. Above ground pools, ponds and fountains are not permitted. Kiddie pools are permitted for use in back yards only but must be emptied and stored indoors at the end of each day.
- 2.13 Exterior Walls.** The front elevation of each dwelling shall have design features that are consistent with other single-family homes and townhomes. Approved exterior siding is James Hardie HardiePlank Select Cedarmill Lap Siding or equivalent for the body of the home. If desired, James Hardie HardieShingle Staggered Edge Panel Shingle Siding or equivalent are approved as accents. Plywood as a finish siding is not permitted. Side and rear elevations shall be of the same materials as the front elevations. All exterior materials and material colors require approval by the Association.
- 2.14 Exterior Colors.** All exterior dwelling colors including siding, trim, front door, window and garage doors must be approved by the Association. All colors in the James Hardie HardiePlank Siding product line are acceptable exterior colors including: Countrylane Red, Chestnut Brown, Woodstock Brown, Evening Blue, Boothbay Blue, Heathered Moss, Sandstone Beige, Sail Cloth, Timber Bark, Monterey Taupe, Cobble Stone, Khaki Brown, Autumn Tan, Navajo Beige, Arctic White and Mountain Sage. Only colors in neutral or earth tones will be considered for the body color. Bright or high intensity colors will not be permitted. Accent and trim colors must be compatible with the field color. All exterior colors will require a product sample of the color(s) including the manufacturer's name and corresponding color number.
- 2.15 Roofs.** All roofing must be GAF Timberline Lifetime Laminated shingles in the color Weathered Wood or equivalent. Homeowners interested in solar panels/tiles/ shingles/other solar technology roofing material must obtain approval from the Association prior to installation. Solar technology roofing material must be similar in color to GAF Timberline Lifetime Laminated Weathered Wood shingles. Homeowner must submit physical product samples of solar roofing material to the Association for approval in advance of installation. When submitting their application, homeowners must complete and sign the Modification Agreement attached hereto as Exhibit D,

relieving the Association of responsibility for roof maintenance, repairs and replacement. Upon installation of the solar panels/tiles/shingles/other solar technology roof material, the homeowner will be 100% responsible for all roof maintenance, repairs and replacement.

- 2.16 Windows.** All windows must be vinyl clad wood Andersen Silverline Double Hung, Andersen 200 Series Double Hung or Andersen 400 Series Double Hung, or equivalent and require Association approval. Window grilles are optional. Windows must be in a neutral color that are compatible with the field and trim colors. Window color must be approved by the Association in conjunction with other exterior colors.
- 2.17 Stone Veneer.** All stone veneer must be Silk City Stone products or equivalent and require Association approval in a neutral color that is compatible with the field and trim colors. Stone color must be approved by the Association in conjunction with other exterior colors. Exposed areas of foundation on front elevation are to be covered with stone veneer to just above grade. Stone veneer to wrap around exposed foundation a minimum of two (2) feet on each side elevation to 4" above grade or a minimum of 2" above paved surfaces.
- 2.18 Front Doors.** Front door must be of a design complimentary to the dwelling and requires approval by the Association in conjunction with other exterior colors.
- 2.19 Poles, Antennas, Satellite Dishes, Clotheslines and Decorative Accessories.**
- a) **Flag Poles.** Flagpoles that are ground mounted are not permitted on any portion of any lot. Flagpoles mounted through siding require submission of the Modification Agreement attached hereto as **Exhibit D**. American flags may be displayed on the front of a dwelling, mailbox post and/or rear deck. The flags must be maintained in good condition at all times. Pursuant to N.J.S.A. 45:22A-48.1, yellow ribbons and signs in support of troops are allowed.
 - b) **Antennas.** Exterior poles and towers for radio or television antennas are not permitted.
 - c) **Satellite Dishes.** All satellite dishes shall be mounted in a location that is not readily visible from public view but allows for reasonable reception from inside the home. Other locations will be considered by the Board in instances where reasonable reception cannot be achieved. Prior to satellite dish installation, you must contact the Association to approve the location. Ground installations are not permitted. Satellite dishes larger than one (1) meter (one meter equals approximately 3.3 feet) are not permitted.
 - d) **Clotheslines.** All clotheslines, in any form, are strictly prohibited.
 - e) **Seasonal/Holiday Decorations.** Seasonal decorations may be erected no earlier than three (3) weeks prior to and removed within two (2) weeks after the holiday. The exception is from Thanksgiving until two (2) weeks after the New Year's holiday.
 - f) **Flags.** No decorative accessory may be displayed or attached to the front of the dwelling other than a decorative flag or the American flag, flown according to government regulations for the display of the Flag of the United States. Pursuant to N.J.S.A. 45:22A-48.1, yellow ribbons and signs in support of troops are allowed.
 - g) **Front Door Wreaths.** Front door wreaths are permitted.
 - h) **Name Plaques.** Family name plaques are permitted in the front planting bed area or mounted next to the front door.
- 2.20 Heating and Air Conditioning Equipment.** Outdoor air conditioning units shall be placed to minimize noise to adjacent dwellings and hidden from street view. See Section 2.15 of this Resolution for policy regarding solar panels/tiles/shingles/other solar technology roofing material as an alternative energy source to power heating and air conditioning equipment. Window air conditioners or heaters of any kind are not permitted. Installation of natural gas whole house generators are allowed but must be installed inside or rear yards and require Association approval.

The homeowner is responsible for filing all building permits as required by the Township of Hardyston. The Association requires that homeowners provide a copy of the building permit as well as a copy of the certificate of final approval from the Township of Hardyston. Use of temporary portable gas-powered emergency generators during periods of power loss are allowed as long as units are placed outside when in use and stored inside when not in use.

- 2.21 Building Size.** Design considerations for new single-family homes and townhomes shall include compatibility to the natural setting without dominating the surrounding homes. All homes shall be no higher than two (2) stories above finished grade level with a maximum thirty (30) foot high ridge line. Allowed single family home floor plans (available by contacting the Association's property manager) include Augusta, Baltusrol, Cambridge, Canoe Brook, Glen Eagle, Glenmore, Hawks Nest and Windemere. Selected floor plan must be built at a size taking into account the size of the lot and must meet local building code.
- 2.22 Mail Boxes, Posts and Attachments.** The house number is to be displayed on the outside of the mailbox door facing the street. The family name is not permitted on the mailbox. Mailboxes must be black, neutral or earth tone metal or plastic. Homeowners are responsible for replacing damaged mailboxes and posts.
- 2.23 House Numbers.** House numbers are not permitted on dwellings unless part of the family name plaque discussed in Section 2.19(h) of this Resolution.
- 2.24 Exterior Lighting.** Type and placement of exterior lighting devices must be approved by the Association. It is generally recommended that no less than two (2) fixtures be installed on the garage exterior (either recessed or wall mounted), one (1) fixture at the front door (either recessed or wall mounted) and no more than four (4) wall mounted fixtures at the back of the dwelling. Exterior lighting must restrict glare and annoyance to adjacent property owners. Motion activated security lighting is permitted. Submission of the Modification Agreement (attached hereto as Exhibit D) is required for all exterior lighting installed after original construction of dwellings.
- 2.25 Landscape Lighting.** White solar lighting shall be permitted in planting beds only. Solar lighting is not permitted in turf areas. White LED lighting is permitted on decks.
- 2.26 Glass Tinting.** All glass tinting shall be a neutral color such as gray. Mirrored surfaces and other colors are not permitted.
- 2.27 Trash Removal.** The Association has contracted with a local waste management company for community wide trash pickup for which there is a nominal annual fee paid through the property manager. Newly constructed dwellings participating in, and upon making their initial payment for the trash pickup program, will be provided an authorized receptacle that **MUST** be used for curbside pickup. Trash pickup day is Monday, except major holidays (trash is picked up on Tuesday after major holidays). Household trash must be placed in sealed plastic trash bags in the receptacle provided. Trash may not be placed outside before Monday morning at 12:01 AM to prevent bears and other animals from disturbing the contents. Trash cans are not to be stored outside. Receptacles must be stored **INSIDE** garages and placed back inside within 24 hours of pickup. Homeowners not participating in the curbside pickup program must bring their own trash to the Sussex County Municipal Utilities Authority facility located at 34 Route 94, Lafayette, NJ 07848. Homeowners are not allowed to dump their trash in any dumpster in the Crystal Springs Resort community. Large bulk items such as furniture, appliances, etc. can be brought to the Sussex County Municipal Utilities Authority facility (a fee is charged for disposal) as curbside pickup of large bulk items is not included in weekly pickup.

- 2.28 Recycling.** Curbside pickup of recycling is provided by Hardyston Township. Recycling pickup alternates every other Wednesday between comingled materials (cans/bottles/milk and juice cartons) and mixed paper (mixed fiber/newspaper/corrugated cardboard/chipboard/brown bags). All recycling must be placed in receptacles no earlier than 12:01 AM on the day of pickup. Recycling receptacles are to be stored **INSIDE** garages and placed back inside within 24 hours of pickup. The recycling calendar can be downloaded at the Township of Hardyston website at <http://www.hardyston.com/programs/recycling-program/>. Homeowners may also take recycling to the Sussex County Municipal Utilities Authority facility located at 34 Route 94, Lafayette, NJ 07848.
- 2.29 Pets.** Owners may have no more than four (4) household pets living in the dwelling at any one time unless written approval is provided by the Association. Only domestic dogs and cats are considered pets as part of this policy. Dogs over the age of seven (7) months must be licensed with Hardyston Township. Pet owners are responsible for daily and proper disposal of pet waste on their own property including turf areas, planting beds, decks and driveways. In addition, pet owners are also responsible for immediate pick up and proper disposal of pet waste from common areas including streets, curbs and medians. Pet owners are not allowed to walk pets on neighboring properties. During landscaping season, the landscaping crew will **SKIP** mowing of properties with visible pet waste. Landscapers will not return to mow skipped properties until the next scheduled mowing day.

ARTICLE 3. LANDSCAPING POLICY

- 3.01 Landscaping Design.** All lots shall be landscaped in a manner that is harmonious and compatible with the overall landscaping design of the community. All landscaping plans and changes to existing landscaping require approval by the Association. Annuals, bulbs and non-shrub perennials planted in existing beds do not require Association approval. Pervasive species such as Wisteria and Bamboo require Association approval. Homeowners wishing to plant new trees and shrubs in new or existing beds on existing homeowner property must request Association approval and provide markers on property identifying intended planting locations.
- 3.02 Landscaping Maintenance.** The Association is responsible for regular maintenance of the lots including grass cutting/mowing/trimming as well as periodic lawn maintenance including pest and weed control. The Association is also responsible for periodic pruning of plantings, mulching of planting beds and replacement of dead plantings. Homeowners shall be responsible for all brown/burn spots on their lawn resulting from pet waste.
- 3.03 Views.** Trees and shrubs planted by individual homeowners may not obstruct or interfere with an adjoining homeowners view(s). Golf course views must be maintained and kept free of obstructions.
- 3.04 Lawn Irrigation.** Front yard irrigation is required for all units and must be installed at the time of construction according to the specifications provided by the Association's sprinkler system contractor. Arrangements are to be made through the Property Manager to obtain required specifications. Once the system is installed, the Association is responsible for Spring season system turn on, Fall season system turn off and maintenance, repair and replacement of all sprinkler lines and heads as well as main system controllers located throughout the community. The Association fully controls the timing of system turn on, turn off and all irrigation schedules (including days of week and length of time that watering occurs).

ARTICLE 4. MINIMUM LANDSCAPING REQUIREMENTS

- 4.01 Single Family Homes.** Each landscaping plan shall contain an adequate number of plantings to create a mature effect at the time of installation. Extensive areas of sparsely planted beds with bark dust or similar materials will not be permitted. At a minimum the front yard shall include:
- Two (2) trees of 1-3/4" to 2" caliper
 - Twelve (12) five (5) gallon plants
 - Ten (10) one (1) gallon plants
 - Ground cover and annual flowers as desired

Mounding is permitted as long as properly contoured for drainage, however, no water may run off into neighboring property. All lots shall be landscaped in compliance with these requirements within ninety (90) days after completion of the house unless a written waiver is granted by the Association.

- a) **Mulch.** For newly constructed single-family homes, initial mulching of planting beds is to be done by the Developer followed by periodic mulching provided by the Association. Should a homeowner mulch planting beds independent of the Association, all mulch shall be double shredded dark brown mulch to conform to the rest of the community.
- b) **Rocks and Stones.** Rocks and stones are prohibited as ground cover in front yards.
- c) **Lawn Irrigation.** Front yard irrigation is required for all units and must be installed at the time of construction according to the specifications provided by the Association's sprinkler management contractor. Arrangements are to be made through the Property Manager to obtain required specifications. Please also refer to Section 3.04 of this Resolution for additional details.

- 4.02 Townhomes.** Each landscaping plan shall contain an adequate number of plantings to create a mature effect at the time of installation. Extensive areas of sparsely planted beds with bark dust or similar materials will not be permitted. At a minimum the front yard shall include:
- One (1) tree of 1-3/4" to 2" caliper
 - Six (6) five (5) gallon plants
 - Five (5) one (1) gallon plants
 - Ground cover and annual flowers as desired

Mounding is permitted as long as properly contoured for drainage, however, no water may run off into neighboring property. All lots shall be landscaped in compliance with these requirements within ninety (90) days after completion of the house unless a written waiver is granted by the Association.

- a) **Mulch.** For newly constructed single-family homes, initial mulching of planting beds is to be done by the Developer followed by periodic mulching provided by the Association. Should a homeowner mulch planting beds independent of the Association, all mulch shall be double shredded dark brown mulch to conform to the rest of the community.
- b) **Rocks and Stones.** Rocks and stones are prohibited as ground cover in front yards.
- c) **Lawn Irrigation.** Front yard irrigation is required for all units and must be installed at the time of construction according to the specifications provided by the Association's sprinkler management contractor. Arrangements are to be made through the Property Manager to obtain required specifications. Please also refer to Section 3.04 of this Resolution for details.

- 4.03 Yard Ornamentation.** No more than three (3) decorative yard accessories are permitted. Yard ornaments must be placed in the front planting beds only (not turf areas) and must be thirty-six (36) inches in height or less.

- 4.04 Play Equipment.** Permanent play equipment, including but not limited to jungle gyms and swing sets, is not permitted. Portable play equipment (such as basketball hoops) is permitted but must be stored inside garages when not in use.

ARTICLE 5. CONSTRUCTION STANDARDS

5.01 Standards.

- a) **Common Property.** Owners, contractors, or any other person associated with construction may not damage the surface of the Common Property during construction or use any portion of the Common Property for storage or other activities relating to construction. Roadways and adjoining lots must be kept clean and free of debris and roadways free of mud arising from construction on a lot.
- b) **Construction Sites.** Owners, contractors or any other person associated with construction shall keep a clean construction site. All construction debris, lumber remnants and scrap materials shall be removed from the site after each phase of work such as foundations, floors, walls, roofs, etc. and in no case allow the accumulation of more than one week's debris. No construction debris is to be placed in Association trash bins. In lieu of removal from the site, the Association may authorize use of a dumpster if placed on the lot. Chemical toilets shall be placed on the construction lot, not in the street. Dogs, drugs, alcohol or loud radios are not permitted on the construction site. Violators will be required to leave. Suitable security fences placed around the perimeter of the lot are required during all phases of construction.
- c) **Noise Control.** Owners, contractors or any other person associated with construction shall restrict noise-producing construction activities to the following hours:
 - Monday through Saturday – 7:00 AM to Dusk
 - Sundays and Holidays – 9:00 AM to 5:00 PM

- 5.02 Enforcement.** If, as a result of construction activities on a lot, violations of 5.01 (a) or (b) occur, then in addition to any other remedies permitted by the governing documents and law, the Association may correct the violation, charge the Owner of the lot for cleanup (payable on demand) and place a lien on the lot to secure payment. All costs to remedy construction violations shall be collectible in the same manner as ordinary assessments.

ARTICLE 6. GENERAL PROVISIONS

- 6.01.** All costs, damages, and fines due hereunder shall be collected by the Association in the same manner as assessments. These costs, damages, and fines shall be a continuing lien on the Lot that shall bind the Lot in the hands of the then Owner and the Owner's successors and assigns.
- 6.02.** This Resolution is subject to the Association's existing Alternative Dispute Resolution Policy.
- 6.03.** Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.
- 6.04.** Any provision contained in any previously adopted Association resolution conflicting with any provisions set forth herein shall be deemed void and the provision contained herein shall govern.
- 6.05.** Notwithstanding any of the above, the Association may exercise all rights and remedies available to it by law, in equity, and/or pursuant to the Declaration and Bylaws.

Country Club Ridge at Crystal Springs II Neighborhood Association, Inc.

Resolution Type: Policy No. _____

Relating To: Architectural Design Policy

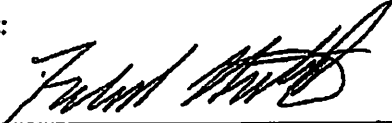
Duly adopted at a meeting of the Board of Trustees of Country Club Ridge at Crystal Springs II Neighborhood Association, Inc., held this 5th day of June, 2020.

Officer:
(print names)

Vote:
(mark one for each)

		<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
<u>Jacquelyn Cully</u> , Trustee		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Frederick Steinkopf</u> , Trustee		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Kyle Brandt</u> , Trustee		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Attest:

(sign) 
(print) Frederick Steinkopf, Secretary

6/5/20
Date

File:

Book of Minutes:

Book of Resolutions:

	<u>Book No.</u>	<u>Page No.</u>
Policy	_____	_____
Administrative	_____	_____
Special	_____	_____
General	_____	_____

Resolution Effective: Immediately

STATE OF NEW JERSEY NOTARY PUBLIC COMMISSION
THIS IS TO CERTIFY THAT
KELLY C PETERS
WHO RESIDES IN SUSSEX COUNTY
IS COMMISSIONED A NOTARY PUBLIC
MARCH 1, 2016 TO MARCH 1, 2021
VALID DATES
[Signature]
SIGNATURE
50033077
COMMISSION NUMBER ACTING STATE TREASURER

**Country Club Ridge at Crystal Springs II Neighborhood Association, Inc.
Application for New Construction or Alterations to Existing Construction
Exhibit A to the Architectural Design Policy Resolution
Page 1 of 3**

*Applications must be submitted to the Association c/o Comet Management Co., LLC,
15 Ames Boulevard, Hamburg, NJ 07419 at least 30 days prior to the anticipated start date.*

The Association, as provided for in the governing documents and architectural design policy exists to maintain high standards for design, development and maintenance of lots. When an Owner wishes to perform new construction or any exterior modification (alterations, additions, exterior remodeling or hardscaping), application must be made to the Association using this form. Two printed copies or an email attachment sent to the property manager of this form are required. The information will provide the Association with the tools necessary to review the proposed modification for compliance with the Architectural Design Policy.

Lot # _____

Property Address _____

Owner Name(s) _____

Submittal Date _____

Anticipated Start Date _____

Mailing Address (if different from property address):

Address _____

City _____ State _____ Zip Code _____

Home Phone (_____) _____

Cell Phone (_____) _____

Architect/Designer _____

Architect/Design Phone (_____) _____

Contractor/Builder _____

Contractor/Builder Phone (_____) _____

PROOF OF CONTRACTOR'S INSURANCE MUST BE SUBMITTED WITH APPLICATION FORM

Type of Submittal:

_____ New Construction _____ Alterations/Remodeling

Description of Proposed Work _____

Country Club Ridge at Crystal Springs II Neighborhood Association, Inc.
Application for New Construction or Alterations to Existing Construction
Page 2 of 3

CHECKLIST

All of the following applicable items must be included with Applications for review by the Association. Please mark each item with an 'X'. If an applicable item is not included, the application will be returned for completion.

A. SITE PLAN (Include the following information)

- 1. Minimum scale: 1/8 inch = 1 foot
- 2. Building locations(s) - include garage, decks and patios
- 3. Property lines and setbacks (distances to structures)
- 4. Tree locations - sizes, species, those to be removed
- 5. Topography
- 6. Utility locations - TV, Phone, Water, Hydrants, Gas Meters
- 7. Driveways, walks and parking; indicate materials/finish/color
- 8. Patios, decks and walls; indicate materials/finish/color
- 9. Outdoor lighting
- 10. Special setbacks or easements
- 11. Construction staging and access areas
- 12. Temporary structures locations
- 13. Permanent outdoor furniture and accessories
- 14. Arrow indicating North
- 15. Note all materials/finishes/colors

B. FLOOR PLAN

- 1. Minimum scale: ¼ inch = 1 foot
- 2. Exterior door and window openings
- 3. Exterior walls and partitions
- 4. Exterior stairways
- 5. Exterior lights
- 6. Decks, patios and porches
- 7. Electrical meter location
- 8. Trash receptacles (location, screening and access)
- 9. Type and location of heating and cooling system, location of outdoor unit
- 10. Arrow indicating North

C. ELEVATIONS

- 1. Minimum scale: ¼ inch = 1 foot
- 2. Street elevation
- 3. All exterior features: doors, windows, roof, siding, trim, foundations, railings, etc.
- 4. Note all materials/finishes/colors
- 5. Finish floor line and elevation; proposed finish grade. Indicate height of roof from finish grade (maximum of 30 feet)

**Country Club Ridge at Crystal Springs II Neighborhood Association, Inc.
Application for New Construction or Alterations to Existing Construction
Page 3 of 3**

_____ D. TEMPORARY STRUCTURES TO BE USED DURING CONSTRUCTION

- _____ 1. Storage**
- _____ 2. Dumpster**
- _____ 3. Construction shack**
- _____ 4. Toilet(s)**
- _____ 5. Staging area**
- _____ 6. Security fence**

_____ E. SITE WORK

- _____ 1. Walks and drives; material/finish/colors**
- _____ 2. Landscaping plans in compliance with Minimum Landscaping (sections 4.01 & 4.02)**

_____ F. BUILDING MATERIALS

- _____ 1. Exterior siding and pattern**
- _____ 2. Trim materials**
- _____ 3. Stone color and pattern**
- _____ 4. Roofing type, material and color**
- _____ 5. Exterior openings**
 - _____ a. Doors (materials/finish)**
 - _____ b. Windows (materials/finish) (NO MIRRORED GLASS)**
 - _____ c. Skylights (materials/finish)**
 - _____ d. Garage doors (materials/finish)**
- _____ 6. Exterior: paint, stain, type - finish/color (provide color chips)**
 - _____ a. Siding color: _____**
 - _____ b. Trim color: _____**
 - _____ c. Garage doors color: _____**
- _____ 7. Exterior light fixtures (vendor, descriptions, names)**
- _____ 8. Heating/Cooling system (type and location of exterior equipment)**

**Country Club Ridge at Crystal Springs II Neighborhood Association, Inc.
Agreement for New Construction or Alterations to Existing Construction Form
Exhibit B to the Architectural Design Policy Resolution**

As a property owner or prospective homeowner, I/we have read the current Architectural Design Policy and application forms and fully understand the requirements.

I/we understand that any exterior changes to the approved plans must be submitted to and approved by the Association prior to implementing the change.

I/we understand that by signing this agreement, specific permission is granted to the Association and/or its agents to enter the property at reasonable times to inspect for compliance.

I/we understand that the surface of the Common Property must not be damaged or disturbed during construction or used for other activities relating to construction without the written permission of the Association.

I/we understand that neighboring homeowner properties must not be damaged or disturbed or used for activities relating to construction.

I/we understand that mud and debris which accumulates on the street as a result of the construction must be removed promptly. If not removed promptly, the Association may have it removed and the cost charged to me/us.

I/we understand that to enforce its standards, the Association may seek injunctions from a court of law and other legal remedies.

Owner Signature(s) (all owners must sign):

Owner Name _____ Date _____

Owner Signature _____

Owner Name _____ Date _____

Owner Signature _____

Owner Name _____ Date _____

Owner Signature _____

**Country Club Ridge at Crystal Springs II Neighborhood Association, Inc.
Landscaping and Exterior Structures Change Request Form
Exhibit C to the Architectural Design Policy Resolution**

Please submit completed form and plans (as required) to the Association c/o Comet Management Co., LLC, 15 Ames Boulevard, Hamburg, NJ 07419 at least at least 30 days prior to the anticipated start date.

Lot # _____
Property Address _____
Owner Name(s) _____
Submittal Date _____
Anticipated Start Date _____
Mailing Address (if different from property address):
Address _____
City _____ State _____ Zip Code _____
Home Phone (_____) _____
Cell Phone (_____) _____
Landscape Architect/Designer _____
Landscape Architect/Design Phone (_____) _____
Contractor _____
Contractor Phone (_____) _____
Type of Submittal:

____ New Plantings and/or New Planting Beds (please specify species in area provided below; homeowner must place markers on property identifying intended planting locations)

____ Fence / Wall ____ New Yard ____ Patio / Deck

____ Other _____

Description of Proposed Work _____

**Country Club Ridge at Crystal Springs II Neighborhood Association, Inc.
Modification and Indemnification Agreement
Exhibit D to the Architectural Design Policy Resolution**

THIS AGREEMENT is made this _____ day of _____, 20____, by and between Country Club Ridge at Crystal Springs II Neighborhood Association, Inc. (the "Association"), with an address in the care of Comet Management Company, LLC, 15 Ames Blvd., Hamburg, New Jersey 07419, and _____ (collectively, the "Unit Owners"), residing at _____.

WHEREAS, the Association is a non-profit condominium corporation duly organized under the laws of the State of New Jersey, with authority to regulate modifications to the buildings and improvements in the Association; and

WHEREAS, the Unit Owners are the sole titled owners of the Unit commonly known as _____ (address of Unit), which Unit was conveyed to the Unit Owners by Deed recorded in the Sussex County Clerk's Office on _____ (date of recording), in Deed Book _____, Page _____; and

WHEREAS, the Unit Owners desire to modify the Unit, Limited Common Elements, and/or General Common Elements appurtenant to the Unit (the "Modifications") as described in the plan attached hereto and incorporated herein (the "Plans"), and have agreed to undertake for themselves, their successors and assigns, the responsibility for installing, maintaining, repairing, replacing, and/or removing the Modifications; and

WHEREAS, the Unit Owners agree to indemnify, defend, and hold the Association harmless as to any damage or any injury to any person or thing related to the Modifications and/or the installation, modification, maintenance or removal of the Modifications;

NOW, THEREFORE, the Association and the Unit Owners agree as follows:

1. The Association hereby grants permission to the Unit Owners to install the Modifications so long as the Modifications are installed, maintained, and removed in accordance with the Plans and all other conditions imposed by the Association.
2. If the Modifications include the installation of rooftop solar panels or any penetration through the roof of the Unit, then the term "Modifications" and the Unit Owners' obligations regarding the Modifications shall include the entire roof of the Unit.
3. The Unit Owners hereby agree to install, maintain, and remove the Modifications in accordance with the Plans and all other conditions imposed by the Association.
4. Prior to installation, the Unit Owners shall provide the Association with copies of all necessary

permits, and the name, address, license number, and insurance information of the contractor, if one is retained to perform the Modifications.

5. The Modifications shall be approved by and inspected by the appropriate municipal officials, to the extent required by municipal ordinance.

6. On completion, the Modifications shall be subject to inspection by the Association and must be approved by the Association as conforming with the Plans and all other conditions imposed by the Association. If not approved, the Unit Owners shall promptly correct the Modifications to the Association's satisfaction.

7. Notwithstanding anything to the contrary, the Unit Owners and their successors and assigns shall have the perpetual obligation and responsibility to maintain, repair, replace, and remove the Modifications and restore any property affected by the Modifications. The Modifications shall be used and maintained in accordance with the Association's governing documents, rules and regulations, and this Agreement.

8. The Unit Owners and their successors and assigns covenant and agree not to alter, change, remove, or replace the Modifications without the Association's express prior written consent, it being understood the covenants and/or restrictions contained in the Association's governing documents and herein are binding.

9. The Unit Owners, for themselves and their successors and assigns, hereby agree to indemnify, defend, and hold the Association harmless with respect to any claim, damage or any injury to any person or thing related to the Modifications and/or the installation, modification, maintenance, or removal of the Modifications.

10. The Unit Owners, for themselves, their successors and assigns covenant and agree to comply with all federal, state and municipal statutes, ordinances and regulations pertaining to the installation, maintenance, repair, and replacement of the Modifications, to pay all necessary fees and obtain all necessary permits, and to hold the Association harmless and indemnify the Association for any failure to do so.

11. The Association's approval of the Modifications or any plans for the Modifications shall not be construed as a warranty or insurance as to the design, construction, safety, or performance of the Modifications or the workmanship or materials.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

13. This document constitutes the entire agreement between the parties with respect to the subject hereof. The terms and conditions of this Agreement may not be altered, amended, or deviated from by the Unit Owners without the prior written consent of the Association.

~ Signatures on the Following Page ~

TO HAVE AND TO HOLD unto the Association, the Unit Owners, and their successors and assigns, subject, however, to those rights of the Association contained herein and in the Association's governing documents.

IN WITNESS WHEREOF, the Association and the Unit Owners have executed this Agreement on the date shown above.

**Country Club Ridge at Crystal Springs II
Neighborhood Association, Inc.**

By: _____
(print name below) _____, President

By: _____
(print name below) _____, Unit Owner

By: _____
(print name below) _____, Unit Owner

I certify that on _____, 20____, _____ (print) personally came before me and acknowledged under oath, to my satisfaction that he/she signed the within document as President of Country Club Ridge at Crystal Springs II Neighborhood Association, Inc., and that this Agreement was signed and made by the Association as its voluntary act and deed by virtue of authority from its Board of Trustees.

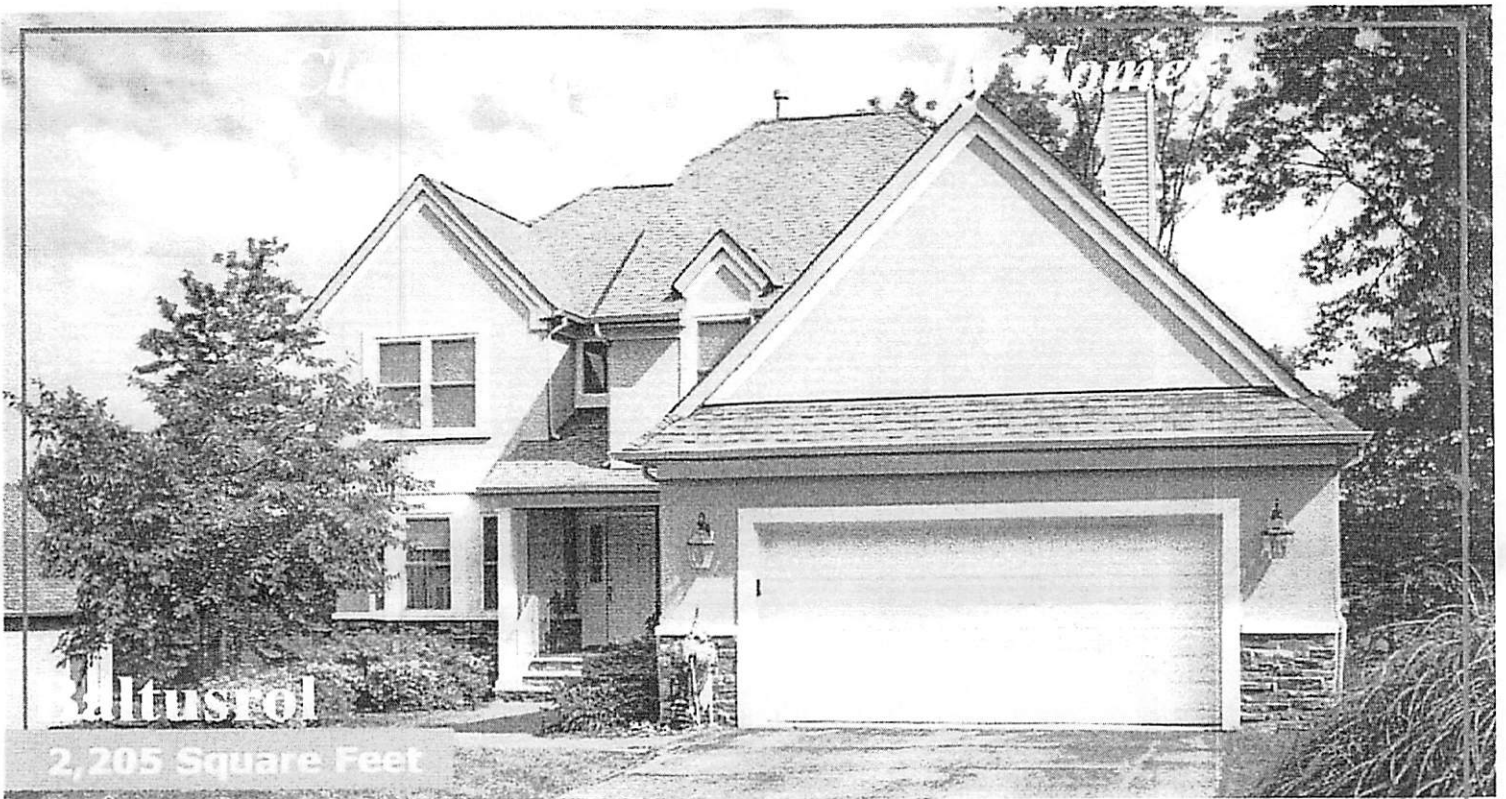
, Notary

I certify that on _____, 20____, _____ (print) personally came before me and acknowledged under oath, to my satisfaction that he/she/they is/are the person(s) named in this Agreement, and that he/she/they did personally sign this Agreement and deliver same as his/her/their voluntary acts and deeds.

, Notary

RECORD AND RETURN TO:
COUNTRY CLUB RIDGE AT CRYSTAL SPRINGS II NEIGHBORHOOD ASSOCIATION, INC.

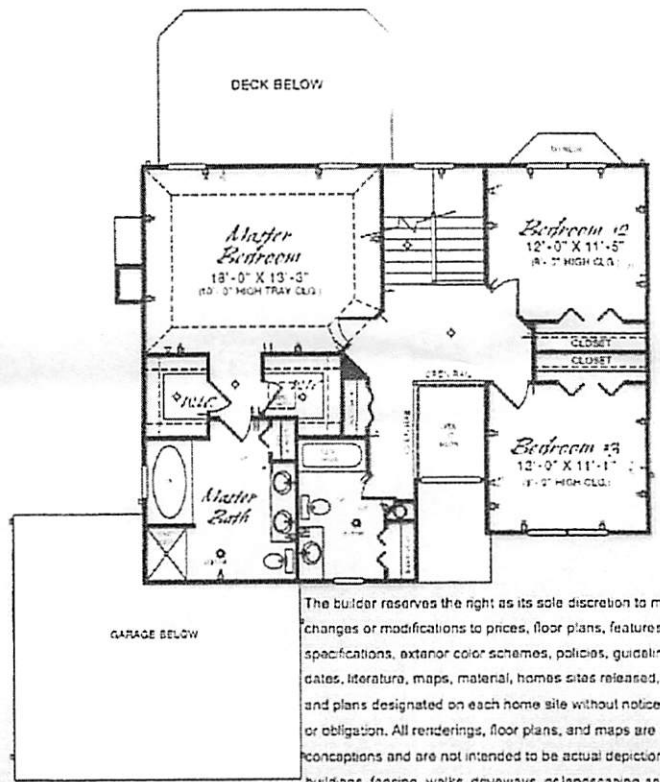
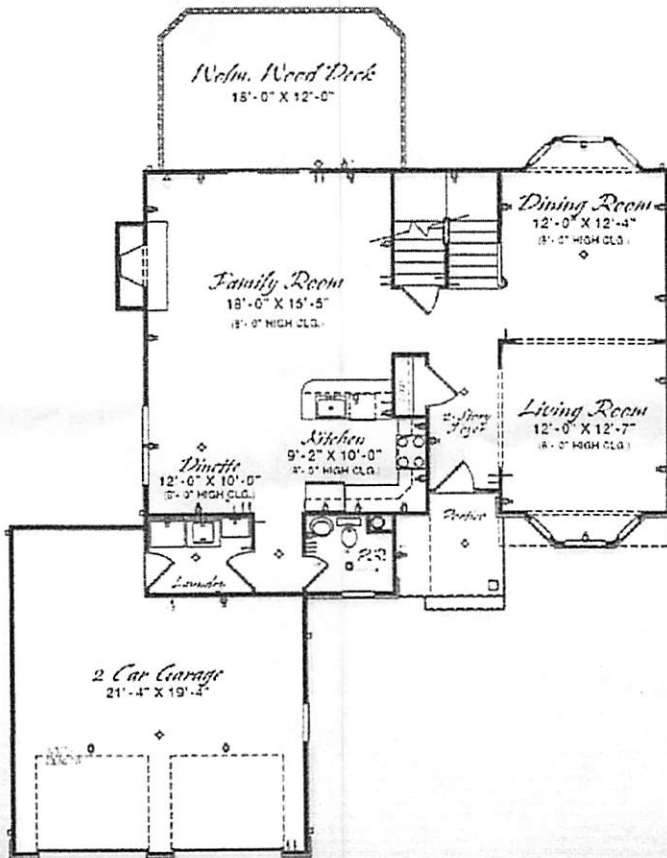
c/o _____



Saltus

2,205 Square Feet

THE COUNTRY CLUB COLLECTION AT *Crystal* SPRINGS



The builder reserves the right as its sole discretion to make changes or modifications to prices, floor plans, features, specifications, exterior color schemes, policies, guidelines, dates, literature, maps, material, homes sites released, and plans designated on each home site without notice or obligation. All renderings, floor plans, and maps are artist's conceptions and are not intended to be actual depictions of the buildings, fencing, walks, driveways, or landscaping and are not to scale.

CRYSTAL SPRINGS BUILDERS • 50 Sugar Maple Lane, Hardyston, New Jersey 07419 • 973.827.6767

CrystalSpringsBuilders.com

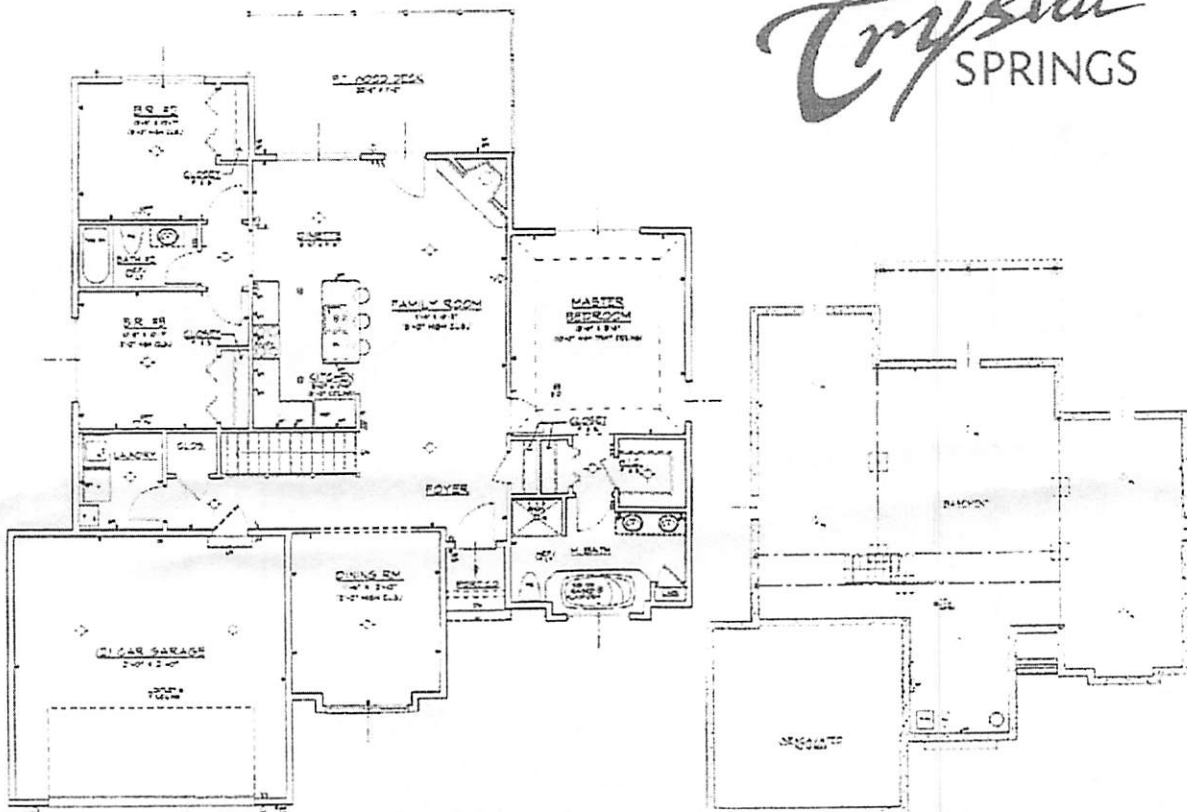
Clowerdale Single Family Homes



Cambridge

1,695 - 3,300 Square Feet

THE COUNTRY CLUB COLLECTION AT *Crystal* SPRINGS



CRYSTAL SPRINGS BUILDERS L.L.C.
50 Sugar Maple Lane, Hardyston, New Jersey 07419 • 973.827.6767

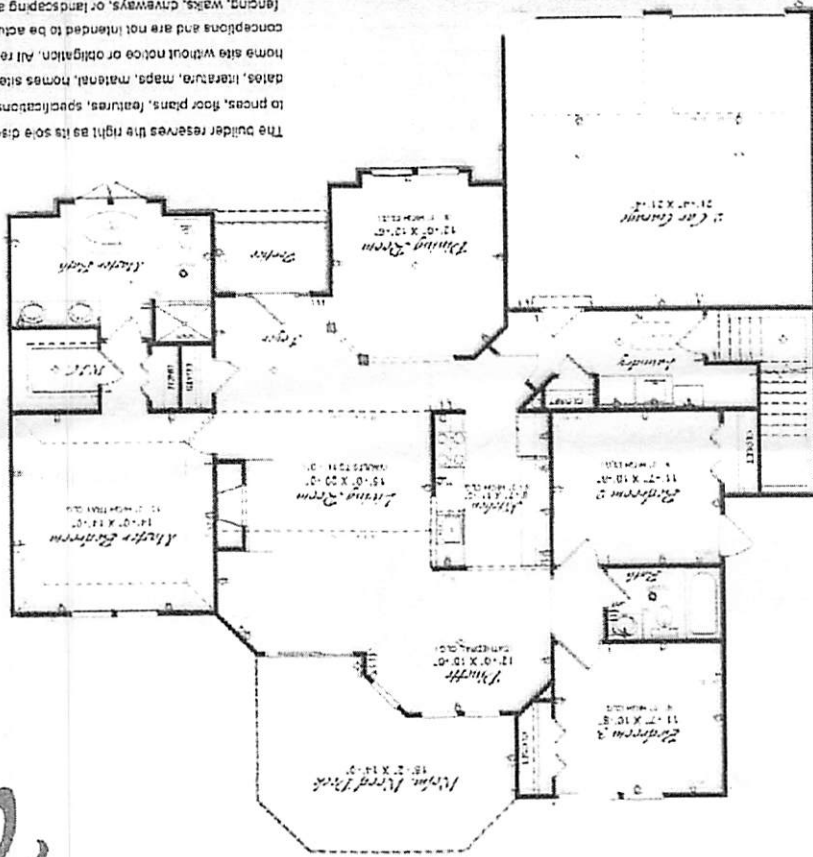
CrystalSpringsBuilders.com

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Crystal Springs Builders.com

CRYSTAL SPRINGS BUILDERS • 50 Sugar Maple Lane, Hardyston, New Jersey 07419 • 973.827.6767

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Crystal
SPRINGS

THE COUNTRY CLUB COLLECTION AT



Canoe Brook

1,628 - 2,138 Square Feet

Cloverdale Single Family Homes

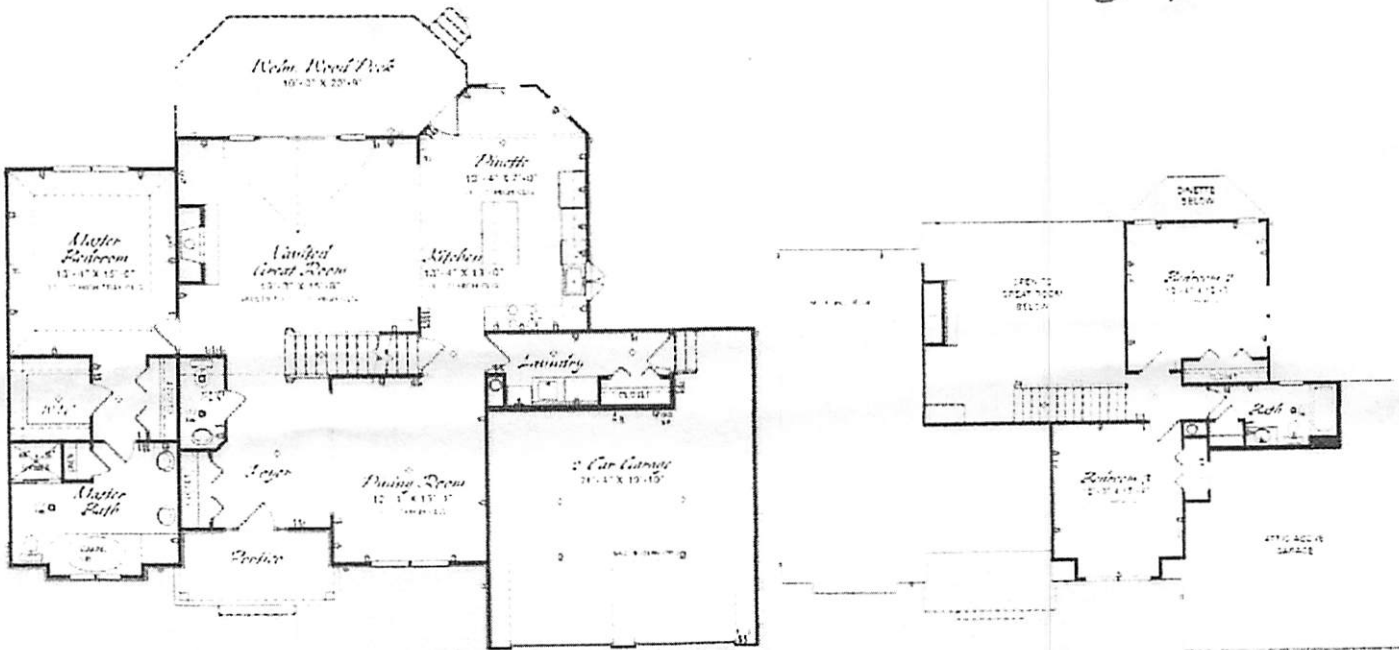
Cloverdale Single Family Homes



Glen Eagle I - IV

2,224 - 2,900 Square Feet

THE COUNTRY CLUB COLLECTION AT *Crystal* SPRINGS



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CrystalSpringsBuilders.com

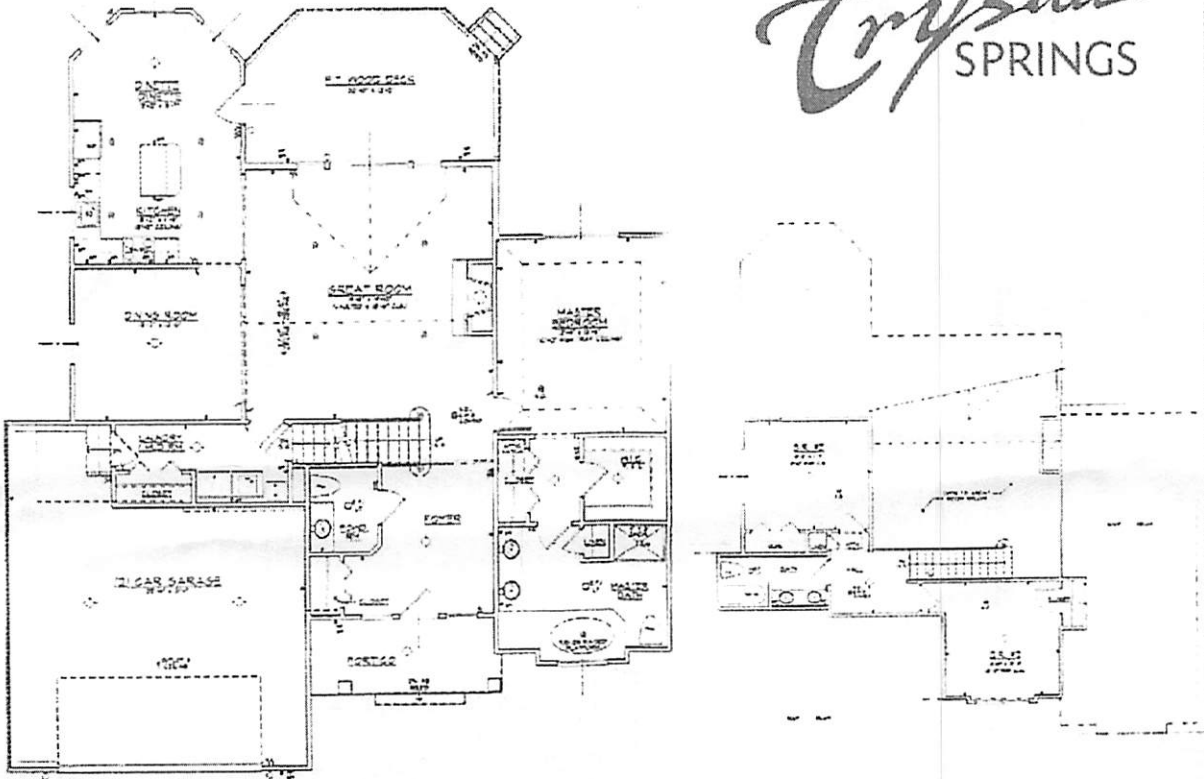
Cloverdale Single Family Homes



Glenmore

2,199 - 3,700 Square Feet

THE COUNTRY CLUB COLLECTION AT *Crystal* SPRINGS



CRYSTAL SPRINGS BUILDERS L.L.C.
50 Sugar Maple Lane, Hardyston, New Jersey 07419 • 973.827.6767

CrystalSpringsBuilders.com

The builder reserves the right at its sole discretion to make changes or modification to prices, floor plans, features, specification, exterior color, schemes, policies, guidelines, dates, literature, maps, materials, home sites released and plans designated on each home site without notice or obligation. All renderings, floor plans and maps are artist conceptions and are not intended to be actual depictions of the buildings, fencing, walks, driveways or landscaping and are not to scale.

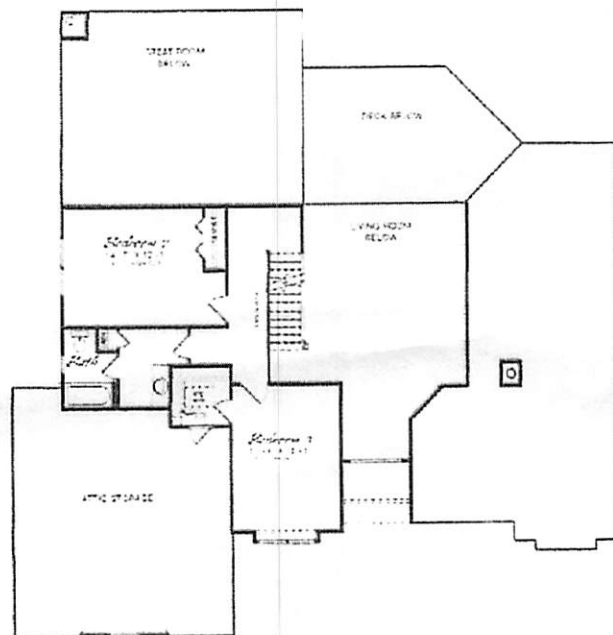
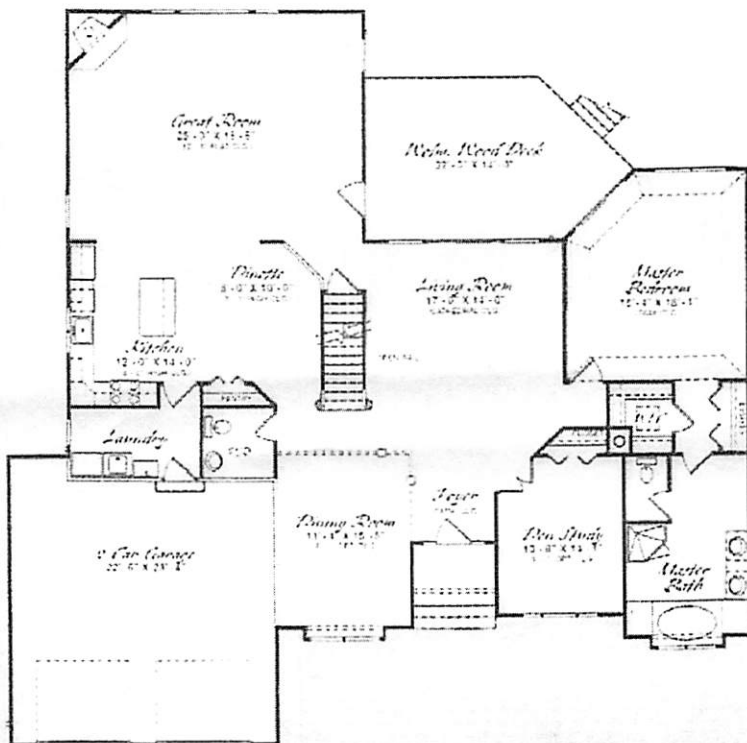
Cloverdale Single Family Homes



Hawks Nest I & II

2,955 - 3,380 Square Feet

THE COUNTRY CLUB COLLECTION AT *Crystal* SPRINGS



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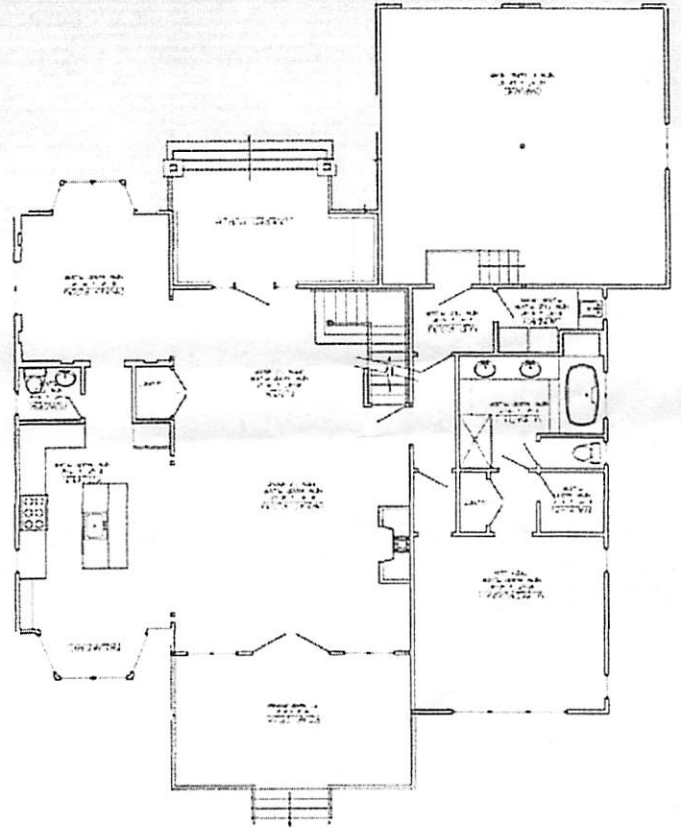
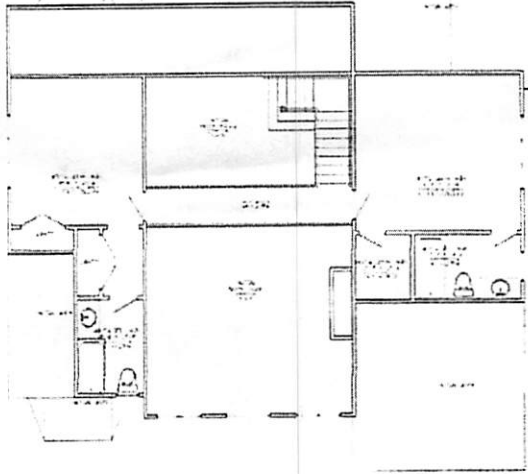
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CrystalSpringsBuilders.com

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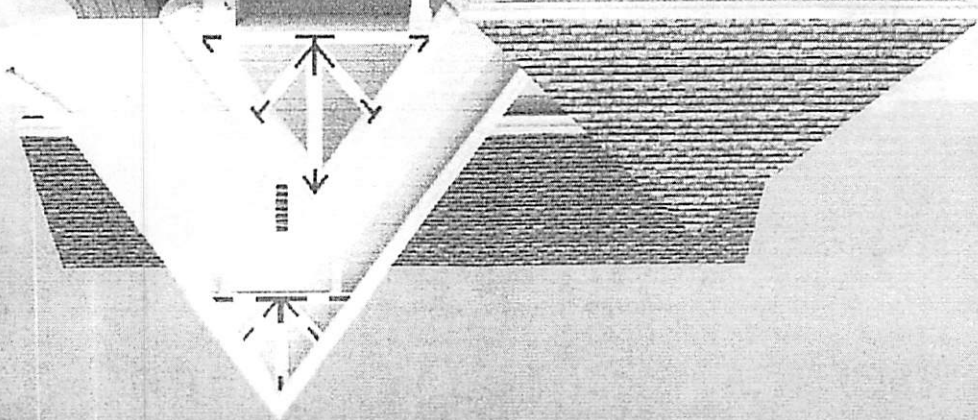


Crystal
SPRINGS

THE COUNTRY CLUB COLLECTION AT

2,357 Square Feet

Windemere



Cloverdale Single Family Homes