

Wellington Manor

Pennington, NJ



HOMEOWNERS MANUAL

Association Rules and Regulations
&
Architectural Design Guidelines and Standards

Table of Contents

ASSOCIATION RULES AND REGULATIONS	5
<i>Introduction.....</i>	<i>5</i>
<i>Scope and Applicability</i>	<i>5</i>
<i>Definition Of Terms</i>	<i>6</i>
GENERAL RULES AND REGULATIONS.....	7
<i>Owner Responsibilities</i>	<i>7</i>
<i>Residency Requirements.....</i>	<i>7</i>
MAINTENANCE OF PROPERTY	9
<i>Landscaping and Irrigation.....</i>	<i>9</i>
<i>Exterior of Building, Property, Lawns</i>	<i>9</i>
<i>Property, Unit Lot, and Lawns.....</i>	<i>9</i>
<i>Side Yards.....</i>	<i>10</i>
<i>Building Exterior.....</i>	<i>10</i>
<i>Trim and Door Color.....</i>	<i>10</i>
<i>Satellite Dishes.....</i>	<i>10</i>
<i>Sidewalks, Driveways, Ice and Snow.....</i>	<i>10</i>
<i>Toys, Playground, and Sports Equipment</i>	<i>11</i>
<i>Garbage, Bulk Waste, and Recycling</i>	<i>11</i>
<i>Use/Storage of Patio and Porch Furniture, Equipment & Outdoor Grills.....</i>	<i>11</i>
COMMON AREAS AND FACILITIES	12
<i>Clubhouse, Pool, Recreational Activity Complex and Common Areas</i>	<i>12</i>
<i>Use of Clubhouse</i>	<i>12</i>
<i>Clubhouse Rental</i>	<i>12</i>
<i>Wetlands, Transition Areas, and Other Common Areas.....</i>	<i>13</i>
<i>Memorials</i>	<i>13</i>
NUISANCE PREVENTION AND NOISE AVOIDANCE	14
<i>Construction and Landscaping Hours of Work</i>	<i>14</i>
<i>Radios, Televisions, Sound/Musical Equipment, Smoke and Fumes</i>	<i>14</i>
<i>Garage Doors.....</i>	<i>14</i>
<i>Feeding, Housing and Care of Indigenous Animals</i>	<i>14</i>

PETS AND ANIMALS	15
<i>Dogs, Cats, Birds, and Other Household Pets</i>	<i>15</i>
<i>Pet Waste</i>	<i>15</i>
<i>Supervision of Pets</i>	<i>15</i>
SIGNS, FLAGS AND MAILBOXES	16
<i>Flags and Flagpoles</i>	<i>16</i>
<i>Holiday, Religious and Patriotic Decorations.....</i>	<i>16</i>
<i>Signs (For Sale, Open House, Political)</i>	<i>16</i>
<i>Mailboxes</i>	<i>17</i>
VEHICLES, PARKING AND GARAGES	18
<i>Passenger Car Parking.....</i>	<i>18</i>
<i>Guest Parking</i>	<i>18</i>
<i>Garages</i>	<i>18</i>
SALE AND RENTAL OF PROPERTY	19
<i>Sale</i>	<i>19</i>
<i>Rental.....</i>	<i>19</i>
<i>Owner/ Tenant Responsibilities</i>	<i>19</i>
CLUBHOUSE RULES AND REGULATIONS	20
<i>Hours of Use</i>	<i>20</i>
<i>General Rules</i>	<i>20</i>
<i>Health, Safety and Comfort.....</i>	<i>20</i>
<i>Private Party Rentals</i>	<i>21</i>
POOL AND POOL DECK	22
<i>Overview</i>	<i>22</i>
<i>Pool and Deck Schedule and Operating Hours.....</i>	<i>22</i>
<i>General Rules</i>	<i>22</i>
<i>Pool Administration</i>	<i>22</i>
<i>Use Guidelines</i>	<i>23</i>
<i>Health and Safety.....</i>	<i>23</i>
<i>Emergency Contacts.....</i>	<i>24</i>
RECREATIONAL ACTIVITY COMPLEX (RAC)	25
<i>Daily Hours</i>	<i>25</i>
<i>General Rules</i>	<i>25</i>
<i>Safety and Security</i>	<i>25</i>

PENALTIES & FINES.....26
Penalties, Fines and Liens 26
Fees for Late Payments..... 27

PROTOCOL FOR THE RESOLUTION OF DISPUTES28

ARCHITECTURAL DESIGN GUIDELINES29

ARCHITECTURAL REVIEW AND APPROVAL PROCESS31

ARCHITECTURAL DESIGN STANDARDS33

APPENDIX I: Wetlands Restrictions37

APPENDIX II: Dispute Resolution.....39

APPENDIX III: Architectural Review Forms47
MAILBOXES 49
SOLAR COLLECTORS 51
GENERATORS 63
STORM DOORS..... 69
PATIOS, DECKS, WALKWAYS 71
FENCING..... 75
SUNROOM, PORCH ENCLOSURES 79
AWNINGS & PERGOLAS 83
EXTERIOR BUILDING & SITE LIGHTING..... 87
NEIGHBOR NOTIFICATION 91
OTHER..... 93
LOT AREA CALCULATIONS..... 95
TOWNSHIP ZONING PERMIT APPLICATION 97
CONDITIONS FOR TOWNSHIP APPROVAL..... 101

Manual Approved: September 18, 2023

Board of Trustees 2022-2023

- Steve Walker
- Marva Novitz
- Karen Haftl
- George Lane
- Bob Murray

Covenants Committee 2022-2023

- William McGarry
- Valarie French
- Susan Murphy-LaMarche
- Cynthia Smith
- Broderick Reynolds (2022)

Wellington Manor

ASSOCIATION RULES AND REGULATIONS

Introduction

This document provides homeowners with information on how various activities should be conducted within the community. The intent is to ensure that each homeowner is aware of and in compliance with current guidelines and expectations.

The primary Wellington Manor governance documents are:
Declaration of Covenants, Conditions, Easements, and Restrictions for Wellington Manor, and By-Laws of Wellington Manor Homeowner Association, Inc.

This document serves as a method of interpreting and implementing the principles established in the Covenants and By-Laws.

Scope and Applicability

The information provided in this document is arranged into general categories of Homeowner Responsibilities, Community Rules, and Architectural Guidelines.

The guidance provided here shall not be applied retroactively. Actions taken in accordance with previous Homeowner Manuals are not to be impacted.

An electronic copy of the current version of this document is posted on the official Wellington Manor website. Printed copies are available to all homeowners for their personal convenience.

If you have any questions regarding any of the guidance documented here, feel free to contact the Property Manager or members of the Board of Trustees.

Definition Of Terms

<u>Term</u>	<u>Definition</u>
Association	The Wellington Manor Homeowners Association
Board of Trustees	Residents in Good Standing elected by the community to promote the best interests of the entire Association and to act only within their scope of authority
Common Areas	All property in the Development except individually owned Lots. Can include the Lexington Islands, wetlands, and transitional areas
Facilities	<ul style="list-style-type: none">▪ The clubhouse and its contents▪ Pool and pool deck▪ Parking lot▪ Recreational Activity Complex (RAC)▪ Recreational areas
HOA	The Wellington Manor Homeowners Association
Housing Development	A residential area, such as Wellington Manor, in which the units have all been planned and built at the same time
Lot	The property on which a Unit is built
Property Manager	The firm and personnel hired by the Board of Trustees to manage the Community Association, common property, and facilities
Resident in Good Standing	An individual who resides in a Unit in accordance with the current residency requirements defined in this document
Unit	An individual home in Wellington Manor

GENERAL RULES AND REGULATIONS

Owner Responsibilities

Owners are responsible for ensuring that their tenants, guests, contractors, and pets, abide by these Rules and Regulations and any other applicable requirements. Owners have responsibility for their own and their guests' behaviors and actions.

A homeowner may conduct an occupation in his or her own residence; however, no employees, customers, or clients may visit the site, no signs or other indications of the business may be visible from the street, and no infractions of governmental ordinances, regulations, or requirements will be tolerated.

Communications with the Board or with any committee of the Board regarding these Rules & Regulations, the Declaration, or the By-Laws, should be addressed to the Property Manager, who will distribute copies to the Board of Trustees and appropriate committee members.

Violations of any of the Rules and Regulations set forth in the Homeowners Manual, or of any homeowner obligations set forth in the Declarations and By-Laws, will be dealt with as stipulated in the amended By-Laws [see Appendix II of the Homeowners Manual].

Disputes regarding cited violations will be handled according to the process described in Article XV of the Declarations and the amended By-Laws.

Each owner shall be individually responsible for maintaining liability and casualty insurance coverage, and if applicable, flood insurance coverage for his/her Unit and Lot, and for all personal property of the Owner.

Residency Requirements

- Units are for single-family residential purposes only.
- Each Unit must be occupied as the residence of at least one person who is 55 years old or older.
- The spouse/domestic partner of an over-55 resident may also be a resident.
- A resident who is *under* 55 years old may continue to occupy a Unit if he or she had lived there with the over 55 spouse or domestic partner who has died while a resident.
- No one under the age of 19 may be a year-round resident.
- A residents family member who is 19-years old or older may be year-round resident in that Unit. The family member may continue to reside in the Unit for up to 180 consecutive days when the resident is absent. They may also reside there for up to 180 days after the death of the resident but may not live there beyond that time.
- A person 19 years old or older, residing with and providing the primary physical or economic support to a resident, may be considered a resident. The individual(s) may

continue to reside in the home for up to 180 consecutive days while the person for whom they are providing support is absent.

- Unit owners may accommodate a guest under the age of 19. Guest periods are not to exceed 30 consecutive days or more than 90 days in a calendar year.



MAINTENANCE OF PROPERTY

Wellington Manor encourages homeowners to landscape their own property to protect and promote the aesthetic appearance of the community. The following are guidelines and suggestions.

Landscaping and Irrigation

- Owners are responsible for maintaining all trees, flowers, and shrubs and for keeping their property neat and free of weeds.
- All plantings and landscaping are to be installed in edged beds. Layout of beds should facilitate mowing. Preferred edging method is the edging typically done by landscapers when new landscaping is installed.
- Landscaping should not inhibit access to such things as utility boxes for maintenance and meter readings.
- Linear hedges along property lines should not extend beyond the front of that owner's home or the adjacent neighbor's home.
- Garden vegetables should be of limited, as well as non-obtrusive quantities, and should be in the foundation plantings at the rear of the home.
- All types of landscaping, when fully grown, should not extend over the property line without the written consent of that affected neighbor.
- Homeowners are encouraged to layout their beds containing trees, flowers, and shrubs so that 48-inch lawn mowers will have access to all grassed areas adjoining the beds.
- Landscaping should not adversely affect drainage.
- Homeowners may not landscape in any of the common areas.
- Homeowners are reminded to call for utility mark outs when there will be digging that is not by hand. See memorandum from the Township Engineer on conditions of Hopewell Township Permit Approval in Appendix III of this manual.
- Irrigation schedules should accommodate mowing schedules.
- To avoid oversaturation of adjoining grounds, neighbors should try to coordinate their lawn watering schedules.

Exterior of Building, Property, Lawns

Each Unit, Lot and Common Areas should be maintained in a safe, clean, and sanitary manner, in good order and repair, and complying with all Homeowner Association requirements, as well as all applicable governmental requirements.

Property, Unit Lot, and Lawns

- Trash, scrap materials, waste, or other such items may not be stored on any Lot at any time.
- Hanging laundry outdoors on a clothesline or dryer rack is not permitted. No laundry may be hung from any patios, balconies, and/or windows.
- All lawn areas must be kept free of obstacles to allow the landscaping contractor to maintain and mow the lawn in an expedient manner.

- Chimeneas and Fire Pits may not be used on any property. Remember that open fires in chimeneas and fire pits are a danger to our community. Homes are close together, wooded areas are close by, and there are dry grasses in the wetlands, all of which pose a serious risk of fire.

Side Yards

- Nothing may be constructed, installed, or kept in the side yard of the home. (Exceptions are certain trellises and garden hose reels discussed below.)
- A/C condensing units may **only** be screened from view by the use of landscaping.
- Garden Hose Reels
 - A permanent garden hose reel may be installed on the rear or side face of the house, securely mounted.
 - Any portable hose reel or neatly coiled hose should be kept in close proximity to the hose bibb.
 - The permanent or portable hose reel should be placed in such a manner as not to inhibit the normal landscaping and maintenance process.
- Storage sheds, gazebo, canopies and/or tents, or other such structures are not permitted, either permanently or temporarily, on any Unit lot.

Building Exterior

Front Entrance Porches may **not** be enclosed in any manner. Included in this directive are insect screening, latticework and/or trellises of any type (permanent and temporary). Should privacy or visual screening for the front porch be desired, then appropriate landscaping should be considered.

Trim and Door Color

Each home has white aluminum and/or white painted trim on areas such as: gutters, overhangs, window and door trim, garage doors, etc. The white trim and garage door color **may not** be changed.

Satellite Dishes

Installation of a satellite dish is permitted so long as the device is mounted in accordance with ARC guidelines. Refer to ARC Design Standards and Guidelines in this manual.

Sidewalks, Driveways, Ice and Snow

- Owners are responsible for the maintenance and repair of all driveways, steps, walkways, and sidewalks on their Lots, including all areas up to the curb in front of their Lots.
- The WMHOA By-Laws state, “The Board of Trustees shall have the power to take all reasonable action necessary to promote the health, safety and welfare of the Members”. Accordingly, the Association will address unsafe conditions, including ice and snow, when those conditions represent a hazard or danger to residents in the community.

- In the event of driveway sealing or repaving, one car may be parked on the driveway apron and any other cars in the parking lot at the clubhouse.
- It is important to notify the Property Manager a few days ahead of the work to be done if cars will need to be parked at the clubhouse. A placard identifying the car as a Wellington Manor resident's car should be placed on the dashboard. Placards can be found at the end of every Wellington Manor newsletter and on the Wellington Manor website.

Toys, Playground, and Sports Equipment

- Personal articles, maintenance equipment, toys, playground equipment, sports equipment, gardening tools, etc., should be kept indoors after sunset.
- Sports equipment may not be affixed to, or located on, any portion of the home or property.

Garbage, Bulk Waste, and Recycling

- Garbage and recycling containers must be stored indoors at all times. They may be placed at the curb no earlier than 5 P.M. of the day before the scheduled pick-up day and returned indoors by the end of the pick-up day.
- Bulk waste and other materials that will not fit in the usual receptacles should be placed at the curb in as neat a manner as possible, no earlier than the night before the special pick-up, arranged by, and previously scheduled with a private trash removal service or Hopewell Township. If necessary, such materials should be properly tied and/or sealed to prevent them from being blown away.

Use/Storage of Patio and Porch Furniture, Equipment & Outdoor Grills

- Only patio and/or porch furniture, patio and porch equipment, grills, plants, and similar items may be stored or used on patios, decks, or porches.
- Portable propane grills may only be used and stored at the rear of the dwelling. Homes with side porches **may** use and store grills on the side porch. The grill must be installed on a patio or other paved area of at least 16 square feet to avoid conflict with lawn maintenance.



COMMON AREAS AND FACILITIES

Clubhouse, Pool, Recreational Activity Complex and Common Areas

- Residents in Good Standing and their guests (when resident is present) may use the pool during posted hours. The pool deck, clubhouse, tennis court, recreational activity complex (RAC), and all common areas are open to residents and their guests.
- The pump house and adjacent areas are off-limits to all.
- If a Unit is rented, the tenant(s) and their guests may use the common areas and facilities provided the tenant has submitted to the Property Manager a signed agreement to comply with the Association Rules and Regulations.
- While a tenant is in residence, the owner may not use the facilities and common areas. See Sale or Rental of Property regarding notification of the Property Manager.
- Owners are responsible for any damages they or their guests cause in the common areas and facilities.

Use of Clubhouse

- The clubhouse is for the use of residents only. However, an exception may be made by the Board of Trustees to allow a temporary use by an outside group. As with any event at the clubhouse, a member of the Wellington Manor community must be present for the duration of any activity and assume full responsibility for supervision and cleanup after the activity. Arrangements to use the clubhouse must be made in advance with the Property Manager.
- The clubhouse is for homeowners' and residents' social and informational purposes and is not intended to be used for profit making, political, religious, or inappropriate purposes. The Board reserves the right to deny any use of the clubhouse it determines not in keeping with the general clubhouse purpose, or in the best interest of our community.
- Residents who wish to invite guests to use the clubhouse for activities such as mahjong, cards, etc. should limit the number of participants to 12 guests. This limit does not pertain to resident only activities.

Clubhouse Rental

Residents in Good Standing may have private functions at the clubhouse for a fee when reserved in advance with the Property Manager. The **Clubhouse Rental form** can be downloaded from the HOA website. Rules for use of the Clubhouse are included in this manual.

Wetlands, Transition Areas, and Other Common Areas

- No one may disturb any of the wetlands or transitional areas, plant or remove vegetation, or make any changes and/or damage to any of the common areas at any time, except as directed and approved by the association's Board of Trustees.
- No trash, scrap, waste, or other items may be stored, deposited, or dumped on any common area, or facilities, including the wetlands and/or transitional areas.
- No clippings, edgings, etc., may be thrown into buffer areas, transition areas, or wetlands.
- Residents may remove invasive species as long as no damage is done to plants, trees, or grounds.
- Residents may use the designated wetlands and transitional areas for passive recreation in compliance with applicable Association and New Jersey State DEP Regulations. In accordance with the agreement between the Wellington Manor HOA and the NJ DEP residents may hang bird feeders in buffer areas, transition areas and wetlands.
- A copy of the "Annual Notice of Wetlands and Transition Area Restrictions" is included in Appendix I of this manual.

Memorials

Wellington Manor supports honoring deceased residents of the community with permanent memorials. [See [wellingtonmanorhoa.org/Residents Only/ Memorials](http://wellingtonmanorhoa.org/Residents%20Only/Memorials) for details.] The following are options for selecting and placing a remembrance.

- An engraved stone paver memorial set in the flagpole plaza.
- An engraved stone paver placed in the mulch bed close to an existing tree.
- An engraved stone paver placed in one of the landscaped cul-de-sacs.
- A metal plaque attached to the backrest of an existing bench in a Wellington Manor common area.
- A new tree may be purchased, and an engraved stone paver placed by it. The Wellington Manor Grounds Committee must be consulted regarding the type of tree and location within the community.

NUISANCE PREVENTION AND NOISE AVOIDANCE

In addition to all the specific requirements set forth in these Rules and Regulations, no Unit, Lot or Common Area may be used so as to create a nuisance or an unreasonable interference with the peaceful possession and use of any other Lot, Unit or of any Common Areas.

Construction and Landscaping Hours of Work

- Construction, landscaping, other work, or other activities that cause noise that can be heard beyond the Lot, Unit or Common Area property line may only be done between 8:00 A.M. and 8:00 P.M. on weekdays and between 10:00 A.M. and 5:00 P.M. on Saturdays and Sundays, but at no time on national holidays.
- Emergency repairs that cannot wait, to restore utilities, storm damage, or the like, may be done at any time.

Radios, Televisions, Sound/Musical Equipment, Smoke and Fumes

- The use of radios, televisions, sound equipment, musical instruments and other sources of sound should not produce excessive sound that create a nuisance to other members of the WMHOA Community.
- Residents should not permit, or perform any activities that cause excessive smoke, fumes, or odors that create a nuisance to other members of the WMHOA Community.

Garage Doors

Garage doors should remain closed at all times except for temporary opening to conduct repairs and maintenance, gardening chores, loading/unloading cars, and for other activities in the garage.

Feeding, Housing and Care of Indigenous Animals

The feeding, housing, and/or care of deer, foxes, raccoons, turkeys, migratory birds, ducks, and geese, and other wildlife, or barnyard animals is prohibited in Hopewell Township. Backyard installation and use of feeders and birdbaths for small birds are permitted.

PETS AND ANIMALS

Dogs, Cats, Birds, and Other Household Pets

- There is a limit of two (2) dogs per household and two (2) cats per household. Existing dogs and cats will be “grandfathered” but cannot be replaced if the replacement will exceed the limit of two (2) dogs and/or two (2) cats per household.
- Common household pets, including dogs, cats, and bird are permitted.
- Service and support animals are permitted and should be included in the household pet count. They must also be registered in accordance with the Official US Service Animal & Support Animal (ESA) Registry. The owner should arrange with the Property Manager for a service animal’s access to common facilities (e.g., clubhouse).
- If you are considering a pet other than common household pets, please refer to the New Jersey and Hopewell Township regulations for ownership of “exotic” pets.
- Federal, state, county, and township regulations governing pet vaccination, the licensing of dogs, the wearing of ID tags for cats and the registration of service and support animals are to be followed.
- Pets may not be chained, or otherwise secured to the exterior of any home, to fences or poles on the owner’s lot or anywhere else in the development.
- Animal houses, cages, pens, dog runs, etc. are not permitted in outdoor areas in the development.

Pet Waste

- Residents cannot allow their pets to deposit waste on the property of another homeowner, or around the clubhouse, pool and RAC.
- Residents must immediately pick up their pet’s waste anywhere in the development, including their own property.

Supervision of Pets

- Dogs must be leashed at all times when outside of the resident’s home.
- Resident’s having a fenced in area in their backyard, may allow their dog to be unleashed in that area. A responsible person should maintain consistent surveillance of the dogs.

SIGNS, FLAGS AND MAILBOXES

Flags and Flagpoles

- Residents may fly the U.S. flag from the Unit at any time. Residents are encouraged to review and follow the rules and time-honored traditions for the care, lighting, and display of the flag. [See usa.gov]
- Flagpoles attached to the house may not exceed five (5) feet in length.
- Flagpoles are **not** permitted to be installed in the ground.

Holiday, Religious and Patriotic Decorations

- Individual Units or Lots may display decorations, flags, lights, ornaments for holidays and religious observances. Items may be displayed no more than 30 days before the event/ holiday and should be removed no more than 30 days after the event/holiday.
- No items (neither commemorative, religious, patriotic nor political) may be permanently attached, hung, painted, or displayed on the exterior of any Unit.
- Ornamental structures or figurines with a maximum height of 24" (base not to exceed 24" x 24") may be on porches, patios, or foundation planting beds.
- Plastic and silk artificial flowers in plant beds in fronts of homes are discouraged.

Signs (For Sale, Open House, Political)

- Signs are not to be posted by residents in windows, on doors, or on any other part of the Unit or Lot, or in Common areas without prior Board approval.
- A security sign (e.g., ADP) or a small ornamental sign (e.g., "Welcome") may be displayed on Lots permanently. These signs should not exceed 12" in height by 18" in width (12"H x 18" W) and are to be placed such that no part of the sign is more than 18 inches off the ground.
- A single political sign may be displayed on the resident's front lawn no more than 30 days before an election or political event and removed no more than 48 hours after the election or event. Political signs may not exceed 24" x 24" in size and must be erected so that no part of the sign is higher than 3 feet from the ground.
- A single "**For Sale**" or "**For Lease**" sign is permitted on any Lot. The sign dimensions should not exceed 18" wide x 24" high. The sign should be placed at least ten (10) feet behind the front sidewalk and should be removed from the Lot not more than 15 days after the completion of the matter of business being advertised.
- Where an "Open House" is scheduled, the owner may seek Board approval for a sign to be posted at the entrance to Wellington Manor. The sign is to be displayed no more than 24-hours before the event and removed when the event ends.

Mailboxes

- The house number is required and should be visible. Names are permitted (but discouraged for security reasons).
- Mailboxes must be standard letter size and of the same design and color as originally installed. No changes to the mailbox posts are allowed. See specifications in Appendix III of this manual.
- Mailbox posts are to be maintained at or near 90-degree (90°) angle, perpendicular to the ground.
- Repairs to damaged mailboxes and leaning posts are the responsibility of the homeowner.
- Newspaper delivery boxes are not permitted.



VEHICLES, PARKING AND GARAGES

Passenger Car Parking

- Only four-wheel passenger vehicles that are currently licensed and operable may be parked at any time, or on any Lot, in the Common areas, the clubhouse parking lot, or on any street in Wellington Manor.
- Vehicles that require a cover must be parked inside the garage.
- Parking of recreational vehicles, construction/landscaping vehicles or equipment, commercial vans, commercial pickup trucks, tractors, mobile homes, campers, trailers, boats, boat trailers, motorcycles, trucks, or other commercial vehicles is not permitted, except temporarily **and never overnight**, on any Lot, street, parking lot, or common area of Wellington Manor.
- No vehicle may be maintained or repaired on any Lot, driveway, street, parking lot, or common area of Wellington Manor. Washing, waxing, and vacuuming of vehicles in driveways is permitted. Maintenance and repairs of vehicles within garages is also permitted, providing noise, odors, and fumes are not a problem for neighbors.
- Homeowners and their guests must remove their vehicles from the street between 1:00 A.M. and 5:00 A.M. Guests may park in the Clubhouse parking lot overnight with the Wellington Manor placard on the dashboard or some such identifier.
- All vehicles must be removed from the street whenever there is ice or snow that has not been completely cleared.

Guest Parking

- Any vehicle left in the Clubhouse parking lot for more than 24-hours should be parked in the lane(s) adjacent to the bocce court/pocket park/recreational activity complex (RAC).
- The Property Manager should be notified via email.
- A Wellington Manor parking placard should be visible on the dashboard. Parking placards can be found on the last page of any Wellington Manor newsletter or on the Wellington Manor website.
- Long term parking in the clubhouse parking lot is limited to two (2) weeks.

Garages

- All homes in Wellington Manor feature two-car garages intended for the storage of approved vehicles.
- Garages may not be converted into a living space.

SALE AND RENTAL OF PROPERTY

Sale

When selling a Unit, the current Owner must obtain a signed acknowledgment from the purchasers that they have received a copy of, and agree to comply fully with, the Wellington Manor Covenants, Bylaws, Rules and Regulations. The form is available from the Property Manager. The signed form should be returned to the Property Manager.

Rental

When renting a Unit or permitting others to occupy it, the Owner must obtain and forward to the Property Manager:

- A signed copy of the lease agreement.
- A signed acknowledgment from the renters/ occupants that they have received a copy of, and agree to comply fully with, the Wellington Manor Covenants, Bylaws, Rules and Regulations. The form is available from the Property Manager.
- A census form listing names and contact information of renters/ occupants. This form is available from the Property Manager.
- An age verification form listing the ages of renters/ occupants. This form is available from the Property Manager.

Owner/ Tenant Responsibilities

- An Owner will remain responsible for all the activities of their renters and will be liable if their renters violate any of these Rules and Regulations.
- A tenant will not become a member of the Homeowners Association but will be permitted to use all common areas and facilities in Wellington Manor.
- If a Unit is rented, the Owner continues to be a member of the Homeowners Association with the right to vote in HOA elections but will not have access to any of the facilities.



CLUBHOUSE RULES AND REGULATIONS

The Wellington Manor Homeowners Association welcomes all residents and their guests to use the Clubhouse. It is hoped that by following these rules everyone's visits will be enjoyable for them and for their neighbors as well. These rules are designed to make the Clubhouse the central hub of social activity in our community, where all residents and their guests may enjoy the facilities, equipment, and games, in either a scheduled or spontaneous manner, and to meet, socialize, and enjoy each other's company.

Hours of Use

Generally, the Clubhouse is open to residents from 6:00 A.M. to 12:00 midnight every day of the year, except when a private party is taking place, or when the Board of Trustees has determined that it is necessary to close the Clubhouse. Previously scheduled Board, or WMHOA Committee events, also take precedence over individual residents' use, so please check the schedule maintained by the Property Manager to be sure the Clubhouse has not been reserved for those activities or for private parties.

General Rules

- Residents in Good Standing (unless otherwise banned by the Board of Trustees), along with their guests may use the Clubhouse, including its facilities, equipment, and games.
- Residents should use the Key Fobs issued to all Residents in Good Standing to enter the Clubhouse. If a Key Fob is lost, contact the Property Manager to arrange for a replacement.
- Note that regardless of the number of residents in a household, each household is limited to a total of 12 (twelve) guests in the Clubhouse at one time. Residents who host guests in the Clubhouse but have not paid the rental fee will not have exclusive use of the Clubhouse.
- Residents are responsible for their guests' behavior and any damages.
- All guests must be accompanied at all times by a resident. If a resident leaves the Clubhouse their guests must also leave.
- All Clubhouse facilities, equipment, and games are available to residents and their guests for their personal use on a first-come basis.
- If more than one resident and guests wish to use any of the facilities and/or equipment, then the duration of each use is limited to not more than one (1) hour.
- If a home is rented, only the tenant and not the homeowner is permitted to use the Clubhouse, pool, recreational activity complex (RAC) and their facilities, equipment and games.
- If a resident notices some damage to the Clubhouse, or its facilities or equipment, please contact the Property Manager immediately.

Health, Safety and Comfort

- The legal use of alcoholic beverages is permitted in the clubhouse.
- Except for registered service animals, pets and/or other animals are not permitted in the

Clubhouse.

- Smoking is not permitted anywhere in the Clubhouse. Smoking is not permitted within 25' (twenty-five feet) of the Clubhouse entrance. Smokers must use the receptacles provided for cigarettes and cigars.
- The audio system is off limits to all except those authorized by the Board of Trustees.
- Food and beverages may be served in the Clubhouse. Only bottled water is permitted in the exercise room.
- Residents must cleanup and vacuum, if necessary, after each use.
- Residents and guests must be at least 19 years old to use the exercise equipment.
- The Clubhouse doors should not be propped open. Discourage Clubhouse entry by anyone you believe is not a Wellington Manor resident. Call 9-1-1 immediately if you feel threatened.
- Residents may increase or decrease the temperature in the Clubhouse during their stay but must always, prior to leaving, return the thermostat to 80 degrees whenever the air-conditioning is on, and return the thermostat to 62 degrees whenever the heat is on. (If other residents and guests are also present, an appropriate temperature setting should be agreed to before changing the settings.)
- All lights, water, fireplace, fans, etc. must be shut off when leaving the Clubhouse.
- Cover-ups are required when entering the Clubhouse.

Private Party Rentals

- Residents in Good Standing may rent the Clubhouse for their private, personal, and exclusive use.
- Other residents in the community may not use the exercise room or other facilities or equipment in the Clubhouse while a private party is in progress. In season, restrooms may still be accessed from the pool area through the rear door behind the kitchen.
- Contact the Property Manager at least one week in advance, along with a completed Rental Form, payment of the approved rental fee, security deposit, plus cleaning fee if applicable. (Forms are available from the Association's website or from the Property Manager.)
- The Clubhouse may be rented only if the Board of Trustees, or the Social Committee, or some other resident has not already reserved the time and date. Availability is on a first-come basis.
- The number of attendees in the Clubhouse may be limited under certain circumstances by the Board of Trustees. Check with the Property Manager or a Trustee before finalizing a guest list.
- The Clubhouse library/office, exercise room, pool and pool deck, and Recreational Activity Complex (RAC) are off-limits to private party guests.
- Other residents may not bring guests into the Clubhouse when the Clubhouse has been rented for a private party but may bring guests to the pool. (See Pool Rules)
- Residents may rent the Clubhouse for a period between 6:00 A.M. and midnight.

POOL AND POOL DECK

Overview

Wellington Manor Residents in Good Standing and their guests (adults and children) are welcome to use the pool and the pool deck areas.

These guidelines are established to help make your experience both safe and pleasurable.

General concerns and questions about pool use, behavior, activities, conditions, rules, etc. should be e-mailed to the Property Manager with a copy to the Pool Committee Chair. Email addresses and phone numbers are listed on the Wellington Manor website.

Pool and Deck Schedule and Operating Hours

The schedule of operating hours will be set by the Board of Trustees annually and announced prior to the beginning of the pool season.

General Rules

- All persons using the Wellington Manor pool do so at their own risk. Lifeguards are not available.
- Individuals under the influence of alcohol, drugs, or medication that can cause drowsiness are not permitted in the pool and deck area.
- Residents **must** sign in when entering the pool area.
- Regardless of the number of residents in a household, each household is limited to a maximum of 6 (six) guests at the pool at any time. Names of all guests are to be entered with the name of the resident.
- If the pool is closed but the pool cover is secured the pool deck area may be used.
- Private Clubhouse party guests may not enter the pool area.

Pool Administration

A Pool Attendant will be present during normal operating hours. The Attendant's responsibilities:

- Unlock gates for pool area and Clubhouse door near restrooms.
- Open the pool and set up the deck equipment and furniture as required.
- Conduct and record water testing.
- Clean debris from the pool prior to opening and as needed during the day.
- Verify verbally that entrants are residents and check that they sign the log.
- Verify that residents record the number of guests who are with them.
- Close the pool at the end of pool hours, replace all tables and chairs in their proper location, lower and secure all umbrellas, store sign-in book.
- Return all pool equipment to its proper storage area.
- Lock gates (2) and door to the Clubhouse.

Use Guidelines

Residents and Guests

- Guests must be accompanied by a resident at all times.
- Residents are responsible for making their guests aware of the applicable Wellington Manor guidelines for pool behavior and safety.
- Residents must sign themselves and their guests in and out each time they use the pool and deck.
- All guests must be accompanied by a resident when in the pool/deck area. When a resident leaves the area, their guests must also leave.
- Children using the pool must be potty-trained. Children may not enter the pool in diapers or pull-ups.

Clubhouse Access

- Residents and guests wearing wet swimwear should leave the pool area by the side gates.
- To access the restrooms residents and guests in wet swimwear should use the Clubhouse door closest to the restrooms.
- Footwear is required when entering the clubhouse from the pool area.

Attire

- Swimsuits and wetsuits only are permitted in the pool. Street clothes/ exercise clothes are not permitted in the pool.
- Flotation devices may be worn in the pool.
- Kickboards and noodles are permitted in the pool.

Equipment and Furniture

- Tables, chairs, and lounges cannot be reserved.
- Residents and guests may bring their own personal furniture, which must be removed when they leave the pool area.
- Residents who use the BBQ grill are expected to clean the grill and the grill area when they are finished.
- Cell phones and other small electronic devices may be used in the pool area. When in use these devices should not disturb others.
- When leaving the pool area, residents should return the pool furniture to its original location, clean up their area and place trash in designated containers.

Health and Safety

- Diving or jumping into the pool, horseplay or roughhousing in or around the pool are not allowed.
- No glass or ceramic containers (glasses, plates, etc.) are permitted anywhere in the pool area.
- Beverages of any kind may not be consumed while in the pool.
- Smoking is not permitted anywhere in the pool area or clubhouse.

- Individuals with skin conditions, open wounds/sores, rashes, or other contagious conditions may not use the pool.
- Only service animals are permitted in the pool area. No other household pets or support animals are permitted.

Emergency Contacts

- In critical situations contact the Property Manager.
- In case of events requiring Police, Fire, and/or Emergency services, dial 9-1-1.
- If possible, call from a landline telephone in the Clubhouse (on kitchen counter or in the Activities Room near the television). These numbers and locations are registered in the Enhanced 9-1-1 system used by the Hopewell Township PD.
- Note that calls to 9-1-1 from cell phones may not display the location from which the call is being made. Provide the address to the 9-1-1 Operator as follows:
Wellington Manor Clubhouse
8 Lexington Drive
Pennington, NJ 08534



RECREATIONAL ACTIVITY COMPLEX (RAC)

The Recreational Activity Complex (RAC) consists of two Bocce courts, a Shuffleboard court, and a Tennis/ Pickleball court.

These guidelines are intended to support effective use of the RAC and to enhance the enjoyment of residents and their guests.

Daily Hours

The RAC may be used by all Residents in Good Standing and their guests during daylight hours, every day of the year, weather and court conditions permitting.

General Rules

- Residents in Good Standing may use the RAC and should understand they do so at their own risk.
- Regardless of the number of residents in a household, each household is limited to a maximum of 6 (six) guests at one time.
- While in the RAC area, guests must be accompanied by a resident. When the resident leaves the RAC, the guests must also leave.
- Residents are responsible for their guests' behavior and should make guests aware of the Wellington Manor guidelines for RAC behavior and safety.
- Residents may use the courts on a first come basis.
- If there are more people wishing to use the courts than can be accommodated, then the duration of each use should be limited to one (1) hour, or the time required to complete the current game.
- Pets or other animals, additional equipment, and any other materials are not permitted on the courts. Registered service animals may be permitted.
- Smoking, food, and alcoholic beverages are not permitted at any time.

Safety and Security

- Courts should be inspected before use. The objective is to verify that there are no defects, debris, or damages that could cause a fall or injury, or that require repair. Any issues found should be reported to the Property Manager.
- If there is evidence of water, snow, ice, leaves, grass, or other potential hazards, the courts should not be used.
- The gate to the tennis/pickleball court is secured by a dial lock. The combination is 8047. The gate must be locked when leaving the court.
- For your safety, appropriate footwear (tennis shoes, sneakers, sandals etc.) should be worn at all times.
- Roughhousing, horseplay, and other unsafe behavior is prohibited.
- The number of players using any court should be consistent with the rules of the game being played.

PENALTIES & FINES

The Board of Trustees has the right to impose penalties, and/or to seek injunctive relief to require owners to stop, remove, and/or alter any change or improvement in a manner consistent with the Architectural Guidelines and Design Standards, as well as to seek compliance from owners who are in violation of the Association Rules and Regulations.

In deciding the action to be taken when it determines that a violation has occurred, the Board will exercise its discretion, based on the specific facts of the violation and the objective of achieving and maintaining, to the maximum feasible extent, a community in which all residents live in harmony, safety, and security. Whether or not any additional penalties are imposed by the Board, the owner in violation of either the Architectural Guidelines or Rules and Regulations will be fully responsible for all costs to remedy the violation, or for any damage or loss to any other Unit or Lot, and/or the common areas or facilities, as well as any costs borne by the Association to collect them.

Owners with unpaid penalties, fees, and liens shall not be considered Residents in Good Standing, and therefore, will not have access to the common areas and facilities, including the clubhouse, pool, and recreational activity complex (RAC) until they are paid in full. Tenants residing in a Unit where the owner is not a Resident in Good Standing will also not be permitted to use the common areas and facilities until paid in full by the owner.

Penalties which are shown as **per day** will ordinarily commence on the day after the homeowner in violation is notified by the decision of the Board to assess the penalty. The Board may, in its discretion, determine that a penalty will commence a specified period after such notice if the violation is not corrected by that time, or it may determine that a penalty will be assessed for a period prior to notification.

No further fines will be imposed after the homeowner has begun remediation action.

Penalties, Fines and Liens

- For changes to exterior of units or lots without prior approval from the Architectural Review Committee and Board of Trustees, or for anything that is not consistent with these approvals:
 - Full cost of repair or removal, plus **\$25** per day until such violation is corrected.
- For any damages to any area, facility or equipment, or any damage to any other unit or lot:
 - Full cost of repair and/or replacement, plus **\$25** per day, until the violation and/or damage is corrected.
- For failure to properly maintain owner's Unit and Lot:

- **\$25** per day until such violations are corrected.
- For failure to comply with current rules for maintaining a unit or lot:
 - **\$25** per day until such violations are corrected.
- For any unauthorized changes and/or damage to the wetlands or transition areas of the Common areas, or taking other action in such areas which is a violation of NJDEP requirements:
 - Full cost of repair or removal plus **\$25** per day until such violation is corrected.
- For all other violations:
 - **\$25** per day until violation is corrected.

Fees for Late Payments

- If an assessment is not paid within **15** days of the due date, a late fee of **\$25 for each month**, or portion thereof, will be charged until the assessment is paid in full.
- Any assessment not paid within **30** days of the due date will incur interest at the rate of **18%** per annum from the due date until the assessment is paid.
- If an assessment or fine remains unpaid for **30 days or more**, the resident may no longer be considered a Resident in Good Standing and will not be permitted to use the clubhouse, pool, RAC, and other common areas and facilities, including any equipment, until all assessments, accrued interest and late fees are paid in full.
- If an assessment, fine, accrued interest or late fees are not paid within **60** days, the Board of Trustees at its discretion may file a lien and may charge attorney's fees and other costs as provided in the Declaration and the Bylaws.

PROTOCOL FOR THE RESOLUTION OF DISPUTES

The procedures for notifying residents of violations of the Covenants, By-Laws, or Rules and Regulations, and for resolving any disputes are included in Appendix II of this manual.

Briefly,

1. A homeowner may receive an informal request to cease or correct a violation of Association rules.
2. If the homeowner does not comply with the informal request, then the homeowner will receive a formal letter from the Board of Trustees to cease or rectify the alleged violation within five (5) days.
3. If the homeowner does not respond to the initial letter, the Board of Trustees will send a second letter.
4. If the homeowner does not comply, the Board of Trustees will send a third letter asking the homeowner to comply within five (5) days or face the possibility of legal action.
5. If negotiation fails, the Board or the homeowner may opt for a Dispute Resolution Hearing to resolve the issue.
6. The Dispute Resolution Committee (DRC) will have thirty (30) days to mediate the issue.

ARCHITECTURAL DESIGN GUIDELINES

For Exteriors of Wellington Manor Properties

Design Guidelines and Standards are developed by the Board-appointed Architectural Review Committee (ARC) and approved by the Board of Trustees. Once approved, the Design Guidelines and Standards are binding on all homeowners. All owners are required to comply with the requirements enumerated in the Wellington Manor Declaration of Covenants, Conditions, Easements, and Restrictions and specified in the Design Guidelines and Standards.

Changes to the exterior of a Unit, whether additions, removals, alterations, or modifications, require prior review by the ARC and approval by the Board. These changes include, but are not limited to the appearance, number of materials, texture, structure, shape, design, extension, size, color, and architectural conformity of the Unit. The requirement for prior review and approval also applies to roofing, siding, screened-in/enclosed porches, windows, doors, certain types of storm doors, screens, chimneys, vents, shutters, awnings, skylights, location of satellite dishes, solar panels, electric generators, light fixtures. Board approval is not required for plant landscaping.

Homeowners wishing to change or amend the exterior appearance of their home must submit a completed **Architectural Request** with all attachments and necessary documents as listed on the relevant form. Forms can be viewed in Appendix III of this manual and downloaded from the Wellington Manor website.

Approval from the Board and, when required, Township Building or Zoning permits **must be obtained** prior to the beginning of any exterior construction.

Planning for Exterior Changes

Applicants are asked to keep the following requirements in mind when planning exterior changes.

- The Lot upon which the home is built **must remain 50% permeable by water**. Materials such as gravel, sand, or crushed stone are considered permeable.
- Decks are considered permeable (constructed of materials such as wood, composite boards, etc.).
- Patios constructed of pavers, bluestone, flagstone, concrete, etc., are considered impermeable.
- Setback requirements are generally 25 feet from the front of the property and 9 feet from each side. Rear yard setbacks vary.
- The applicant **must** apply for a variance from the Township when an outdoor project will not meet minimum setback requirements and must follow Township rules regarding this procedure.

Note: Homeowners at #23, #25, #27, #29, #31 and #35 Buckingham Drive are advised that there is a twenty-foot (20') drainage easement in the rear of these Units. Any work proposed for that area must be submitted to the ARC for review and then submitted to Hopewell Township for approval prior to the installation of any landscaping, and/or any type of construction, including patios and deck.



ARCHITECTURAL REVIEW AND APPROVAL PROCESS

Homeowners are responsible for ensuring that any request is submitted to the Architectural Review Committee (ARC) at least two (2) weeks prior to the planned start of construction. All documentation required for the approval process may be submitted via any member of the ARC. To expedite the review process applicants are strongly encouraged to submit the request and all pertinent documents in digital form via email.

During the review period the ARC will consider the request and then forward its recommendation to the Board of Trustees for approval/disapproval. Note that the review may take more than two weeks contingent on committee and board member availability, the completeness and clarity of the submitted application, and the need for feedback or queries to the homeowner about the proposed project.

Applicants are responsible for ensuring the accuracy of all measurements submitted for ARC review, for the accuracy of all measurements of the completed construction, and for ensuring that the completed project complies with the ARC guidelines and with current government regulations.

ARC Request

- Members of the ARC are available to assist in the preparation of the application.
- Submit original application to the ARC Chairperson or to an ARC member.
- Please arrange to submit the ARC request and all pertinent documents in digital format (rather than paper copy). Submitting forms in digital format expedites the review process.

ARC Review

- The ARC reviews the documents included in the submission to ensure that all required information has been included. Applicants are encouraged to remain available throughout the review process to answer any ARC questions about the proposed project.
- The ARC recommendation to the Board will state one of the following:

Approved as submitted

Approved with stipulations

- Owner/applicant is required to make changes prior to undertaking construction. Stipulations are **binding**.

Not approved as submitted

- Owner/applicant must make appropriate changes and resubmit the application with revised plans and specifications

Required for Each Submission

- WMHOA Neighbor Notification Form(s). Design changes requiring neighbor notification include porch enclosures, fences, decks, patios, and spas. Exterior changes that do not affect the original appearance of the Unit, such as roofing, siding, windows, and doors, do not require neighbor notification. Signed Neighbor Notification forms from the applicant's immediate neighbors are to be submitted to the ARC with the application.
- Hopewell Township Permit Requirements. Approval by the Board does not relieve the owner/applicant of the obligation to obtain any required permits from the Township. The typical process is to obtain Board approval and then to petition for the necessary permits from Hopewell Township. It is the applicant's responsibility to contact the *Hopewell Township Construction Office* and the *Planning and Zoning Office at (609) 737-0605* on any improvements to determine if a permit is needed.
 - Zoning Permit required for fencing and the construction of grade level patios and walkways.
 - Building Permit required for porch enclosures, decks, and other construction.
 - Zoning Variance may be required to meet Township setback requirements.

Board Approval

- The Board will consider the submission and the ARC recommendation.
- A notice of Approval/Disapproval will be forwarded to the applicant by the Property Manager.
- Construction must begin within six (6) months of Board approval.

Beginning Construction

- **NO work can begin** (even after approval by the Board) before receipt of an approved Zoning and/or Construction Permit, and/or Zoning Variance if required.
- Applicant should notify the ARC Chairperson when construction is scheduled to begin.
- The Property Manager may review the work in progress.

During Construction

- If debris dumpsters will be used, they cannot be left outside overnight. Debris dumpsters must be removed on the same day as delivered.
- No construction equipment or motorized construction vehicles can be left overnight outside of the property, on the street, or in the Wellington Manor clubhouse parking lot.

Completing Construction

- Applicant will notify the Property Manager when the project is completed.
- The ARC will inspect the completed construction and advise the Board of the satisfactory completion of the project.

ARCHITECTURAL DESIGN STANDARDS

Each of the following items has been assigned a specific ARC Request Form. Sample forms are included in Appendix III of the Homeowners Manual and printable forms can be downloaded from the HOA website [[www.wellingtonmanorhoa.org/ Residents Only/ ARC Forms](http://www.wellingtonmanorhoa.org/ResidentsOnly/ARCForms)]. ARC Request Forms contain all submission requirements and design guidelines for each item.

- **Storm Door**
See sample form in Appendix III for design criteria and submission requirements.
- **Patios, Decks, and Walkways**
See sample form in Appendix III for design criteria and submission requirements.
- **Fencing**
See sample form in Appendix III for design criteria and submission requirements.
- **Sunroom, Porch Enclosure**
See sample form in Appendix III for design criteria and submission requirements.
- **Awnings and Pergolas**
See sample form in Appendix III for design criteria and submission requirements.
- **Exterior Building and Site Lighting**
See sample form in Appendix III for design criteria and submission requirements.
- **Solar Collectors**
See sample form in Appendix III for specifications and submission requirements.
- **Generators – Permanent / Standby**
See sample form in Appendix III for specifications and submission requirements.

The following items require ARC approval but have not been assigned a specific ARC Request Form. Use the “**Other**” ARC Request Form included in Appendix III for:

- **Windows and Doors** (Entrance, Sliding, French or Garage)
 - Window and exterior door modifications, replacements, or additions must be of similar design (color, double hung, size, number of lights, etc.) as those installed on original units withing Wellington Manor.
 - Specifications for modifications, replacements or additions must be submitted along with the ARC request form and include a detailed description.

- **Exterior Siding, Roofing, Stone, Brick, Stucco**
 - Owner wishing to replace, add or change the color of any of the above items must submit an ARC Request Form for review and Board approval.
 - Installation or replacement of any of the above items shall be consistent with the original design intent of the homes and must be compatible with surrounding homes.
 - Manufacturer name, and color samples of paint or stucco, and samples (pictures are acceptable) for brick, stone, siding, and roofing will assist the ARC in their review.

- **Shutters**
 - Replacement shutters must be a raised-panel design and be either white, black, or match the front door color.
 - When shutters are installed, each window or joined set of windows (on each elevation) must have a pair of shutters. Not all windows need be shuttered.

- **Trellis**
 - Trellises are not permitted in front yards.
 - Natural or white trellises are acceptable if they are immediately adjacent and parallel to the home. Installation is limited to the side or rear of the home.
 - No trellis shall be wider than 3'- 6" (3½ feet) nor higher than 5'-0" (5 feet).
 - Each trellis must be constructed in a workmanlike manner and be structurally sound.
 - Unframed lattice is not permitted.
 - Trellises shall not be installed in any other location, or manner, without prior review by the ARC and approval by the Board.
 - Trellises shall not be installed in any location, or manner, which will block homeowner views.
 - Trellises shall not be installed in any location, or manner, which will divide the rear yard.

- **Railings**
 - Railings around rear patios are permitted but require prior ARC review and Board approval.
 - Railing may be used for safety reasons, and/or to contain pets within the patio areas. Gates are permitted if needed.
 - Railings are also permitted around front entrances and steps when required for safety and/or security but require ARC review and Board approval.
 - Railings shall be black aluminum, and the same design as fencing described in the "Fencing Section".

- **Handicapped Use**
 - Any Unit or Lot may be reasonably adapted for handicapped use.
 - Review by the ARC and approval of the Board will be granted on an expedited basis.

- **Natural Gas Grills**
 - Natural gas grills are permitted in the rear of the home.
 - The grill must be installed on a patio, or other paved area of at least sixteen (16) square feet.
 - A Hopewell Township Permit is required prior to commencement of the work.

- **Attic Fans**
 - Attic fans may be installed on the rear roof of a home.
 - Electrical fans require a permit from the Township.
 - Solar fans do not require a permit.

- **Water Features**
 - Small decorative garden water fountains, or water sculptures will be permitted as part of a Unit's landscape design, or as part of the landscape beds. These features must be clearly identified on the landscape drawing.
 - Exterior water features/in-ground ponds of a permanent nature require an ARC Request Form, ARC review, and approval by the Board.

- **Hot Tubs and Spas**
 - Hot tub/spa may be installed on a deck or patio.
 - Hot tub/spa **may not** be installed on the side or front of the property.
 - Installation of an exterior hot tub/spa requires:
 - ARC review
 - Board approval
 - Township permits
 - Hot tubs/spas are subject to all Township setback requirements.
 - Hot tubs/spas are subject to all Township and other applicable regulatory agencies regarding operation and safety.
 - Installation must be completed within 60 days of commencement.

The following items **do not** require an ARC Request Form.

- **Portable Generators**
 - Homeowners may operate portable generators as an alternative power source during an outage.
 - Portable generators must be stored inside the garage.
 - Homeowners are responsible for the safe operation of a generator and are expected to follow manufacturer's safety guidelines and procedures.

- **Satellite Dishes**
 - If less than one meter in diameter, no approval for installing a satellite dish is required.
 - Satellite dishes should be installed where an acceptable signal can be obtained. The wiring must be concealed.

Not Allowed

- Private swimming pools are not permitted on individual properties.

BLANK PAGE

APPENDIX I: Wetlands Restrictions



Wellington Manor Homeowners Association
140 Sylvan Avenue
Englewood Cliffs, NJ 07632
David Papalia – Property Manager
732-390-1100
dpapalia@premiermanagement.net

May 22, 2023

Annual Notice of Wetlands and Transition Area Restrictions

As you may be aware, Beazer (the developer of our community) was required to obtain a permit from the New Jersey Department of Environmental Protection that would allow Beazer to destroy some wetlands in order to build our development. As a result, the DEP has imposed special obligations on Beazer, the Wellington Manor Homeowners Association, and the individual homeowners in order to protect the remaining wetlands and the buffer or transition areas adjacent to the wetlands. None of the land on individual homeowners' lots is DEP protected, but much of the rest of the Wellington Manor property is under these restrictions.

Originally, the DEP wanted to have fences installed and signs to designate the property that was protected. Our HOA persuaded the DEP that we would accept responsibility to protect these areas without the need for fences or signs and with permission to mow some of the protected areas. In return, the HOA agreed to give annual notification to all homeowners about the restrictions and to have periodic inspections with remedial action when needed. The official document approved by the NJDEP August 7, 2007, reads as follows:

"In lieu of fencing new transition line, Wellington Manor Homeowners Association shall self-enforce the transition area restrictions via periodic inspections and annual notification to all residents"

The common areas to which these restrictions apply include the wetlands, transition areas and basically all the property in our development that is not currently being mowed. Easements are marked with concrete corner markers. The following activities are prohibited in these restricted areas:

- Dumping of leaves, twigs, dead shrubbery or anything else, even if it came from the wetlands
- Removing or disturbing the soil
- Using herbicides, pesticides or fertilizer
- Destroying, mowing, pruning or otherwise changing the existing pattern of any vegetation or thenatural vegetative succession
- Installing any structures or furniture

We have been able to obtain informal permission from the DEP to remove poison ivy immediately adjacent to a homeowner's property, to remove some non-native vegetation, to cut dangerous trees or limbs, and to put up bird houses, bird feeders and bird baths. Anyone interested in doing these activities in the protected areas should contact the Property Manager to obtain permission and information on how to proceed.

Since the WMHOA has accepted responsibility to protect these areas the Association, in addition to the homeowner, may be held liable by DEP for violations of these rules. Therefore, the HOA will enforce these obligations with any homeowner who violates these restrictions.

APPENDIX II: Dispute Resolution

ARTICLE XV
DISPUTE RESOLUTION

The following procedures for resolution of disputes shall be and are the official policy of the Association with respect to such matters:

(a) Any Owner in his individual capacity as the Owner of a Unit, any officer, Director or agent of the Association, the Board acting as a whole or any duly constituted committee of the Board, including any committee created pursuant to Section 5.01(s) of these By-Laws and the Covenants Committee, acting as a whole (a "Complainant") has the authority to informally request that any person or entity subject to the Master Deed, these By-Laws, the Certificate of Incorporation or any adopted Rules and Regulations of the Association (collectively the "Association Documents") cease or correct any act or omission of such person or entity (the "Alleged Violator") which the Complainant believes to be in violation of the Association Documents. Such informal request from the Complainant to the Alleged Violator should be made before the formal process set forth below is initiated.

(b) The Complainant may make an initial attempt to secure compliance with the Association Documents through correspondence (the "Violation Notice") to the Alleged Violator, which Violation Notice shall state the time(s), date(s), place(s), and nature(s) of the violation(s) and set forth a time period (not to exceed five (5) days) within which the alleged violation(s) must be corrected. If the Alleged Violator does not respond in writing to the Violation Notice or make the election to comply within such five (5) day period, the allegations of Complainant's Violation Notice shall be deemed denied by the Alleged Violator. Copies of the Violation Notice and any written response thereto shall be sent to the Association by the issuer of the correspondence. The Association shall maintain such correspondence(s) in its files.

(c) The Complainant and Alleged Violator shall attempt in good faith to resolve any controversy, claim or dispute arising out of or relating to the Association Documents or the breach, enforceability or validity thereof (a "Dispute") promptly by negotiations between such parties within a period not to exceed ten (10) days from the sending of the Violation Notice from Complainant. A Dispute shall not include issues relating to the payment or nonpayment of annual and/or special assessments levied against a Unit in accordance with the Association Documents. Should the Complainant and Alleged Violator fail to resolve the Dispute through negotiations between them by the end of said ten (10) day period (the "Negotiation Period"), a formal mediation process may be initiated upon the written request of any party to the Dispute (the "Request for Mediation"), provided that such written Request for Mediation must be made within five (5) days from the end of the Negotiation Period. The form of any written Request for Mediation shall be in such format as is reasonable. The Request for Mediation shall contain a brief statement generally setting forth the source and nature of the Dispute. The party receiving the Request for Mediation may respond in writing by no later than five (5) days from such party's receipt of the Request for Mediation. The Request for Mediation and any applicable written response shall be addressed to the Dispute Resolution Committee of the Association (the "DRC"), with copy to the other party.

(d) The DRC shall be a permanent committee of the Association and shall consist of three (3) Unit Owners appointed by the Board who shall not be Directors or officers of the Association. Each DRC member shall serve for a term of one (1) year. Any vacancy shall be filled by the Board's appointment of a successor DRC member who shall serve out the unexpired term of his predecessor.

(e) The mediation by the DRC shall be conducted in accordance with such procedures as the DRC shall determine to be fair and equitable under the circumstances. The mediation by the DRC shall be concluded within thirty (30) days from the DRC's receipt of the Request for Mediation (the "Mediation Period").

(f) The DRC shall manage the mediation proceedings during such Mediation Period as it deems best so as to make it expeditious, economical and less burdensome than litigation. The DRC shall be responsible for controlling the procedural aspects of the mediation proceedings. The DRC shall not have the authority to impose a settlement on the parties, but may make recommendations for settlement and assist the parties in reaching a satisfactory resolution of the Dispute.

(g) If the parties agree to settle the Dispute, such settlement shall be memorialized in a written agreement and signed by the parties prior to the conclusion of the Mediation Period (the "Settlement Agreement").

(h) Mediation proceedings shall be conducted in private. Only the parties, their representatives and the DRC shall attend the proceedings. Other persons may attend only upon the express consent of the parties and the DRC. All proceedings of, or writings generated in connection with, the mediation conference, including any applicable Settlement Agreement, any DRC settlement recommendations and any statement made by any party, attorney or other participant, shall in all respects be considered settlement negotiations and privileged, and nothing said or disclosed, nor any document produced, which is not otherwise independently discoverable, shall be offered or received as evidence or used for impeachment or for any other purpose in any future litigation, except that either party shall have the right to seek judicial enforcement of any applicable Settlement Agreement in accordance with its terms.

(i) Any and all costs of the DRC mediation, including without limitation any applicable costs or fees of the DRC, shall be Common Expenses of the Association.

(j) If the Dispute is not settled by the parties within the Mediation Period, the DRC shall render a determination in writing by the end of said Mediation Period (the "DRC Decision") and shall immediately communicate that DRC Decision to the affected parties. Unless any party to the Dispute shall file an action (the "Action") in the Superior Court of New Jersey within thirty (30) days from the date of the DRC Decision (the "Court Appeal Period") seeking a judicial determination of the Dispute, the DRC Decision shall be deemed binding and

final on the parties and enforceable in accordance with its terms in the Courts of New Jersey. Any Action filed prior to the expiration of the Court Appeal Period shall render the DRC Decision non-binding and of no force and effect.

(k) All written correspondence(s) or communication(s) to a Complainant in his individual capacity as the Owner of a Unit, as provided under this Article XV, shall be sent via Certified U.S. Mail, Return Receipt Requested (with copy by regular U.S. Mail) at the Owner's address shown on the Tax Records of Hopewell Township. Any written correspondence(s) provided under this Article XV which are addressed to any Complainant not acting in his individual capacity as the Owner of a Unit or to the DRC shall be sent to such address as the Board uses to receive its U.S. Mail. Correspondence(s) sent by Certified U.S. Mail shall be deemed to have been received by the addressee three (3) days after posting in the U.S. Mail.

405
6/18/13
K12458



INSTR # 2013005988
D BK 6164 PG 387 Pgs 387 - 392; (6 pgs)
RECORDED 01/31/2013 10:10:10 AM
PAULA SOLLAMI GOVELLO, COUNTY CLERK
MERCER COUNTY, NEW JERSEY

RESOLUTION 2012-06

WELLINGTON MANOR HOMEOWNERS' ASSOCIATION, INC., RESOLUTION
REGARDING VIOLATIONS AND THE DISPUTE RESOLUTION PROCESS

WHEREAS, the Declarations of Covenants, Conditions, Easements and Restrictions for Wellington Manor and the By-Laws of the Association empower the Board of Trustees with all powers necessary for the proper conduct and administration of the Association; and

WHEREAS, the By-Laws of Wellington Manor Homeowners' Association at Article XV (attached) contain procedures regarding dispute resolution; and

WHEREAS, on February 8, 2010, the Board of Trustees adopted a Homeowners Manual; and

WHEREAS, that Homeowners Manual included a provision entitled Violations, Formal Notice of Complaint and Dispute Resolution Process; and

WHEREAS, the Board of Trustees has determined that this particular provision of the Homeowners Manual contain directives that are in contradiction to those contained in the By-Laws of the Association; and

WHEREAS, the Board has determined that these particular provisions should be struck in their entirety from the Homeowners Manual and disavowed by the Association; and

WHEREAS, the Board of Trustees has determined that an additional number of warning letters that are sent to

K12458

Association members who are in violation of particular Restrictions, Covenants, Easements, or By-Laws or adopted Resolutions of the Association are warranted;

NOW THEREFORE BE IT RESOLVED:

1. The provision of the Homeowners Manual entitled Violations, Formal Notice of Complaint and Dispute Resolution Process shall be struck in its entirety as null and void and not applicable to members of the Association or its Board of Trustees. The balance of the Homeowners Manual including the Penalties as set for in the attached remain in full force and effect.

2. The Board will follow the provisions of Article XV of the Association's By-Laws in addressing these issues.

3. When the Board of Trustees determines that a member of the Association is in violation of any of the Association's rules, regulations, the Declaration, or the By-Laws, up to three (3) letters should be sent as follows:

A. An initial letter to the homeowner notifying the homeowner that he or she is in violation of a particular Declaration, By-Law, or rule or regulation of the Association shall be sent, which shall set forth the provision that is being violated and shall ask the homeowner to cease the violation within five (5) days or face the possibility of legal action.

B. If the homeowner does not comply within a specified

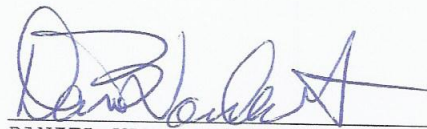
period of time a second letter shall be sent, again informing them of the violation and telling them that the Board of Trustees will take legal action for failure to comply.

C. A third letter, which would comport with By-Law Article XV (b), which again shall state the time, date, place and nature of the violations and set forth a time period not to exceed five (5) days within which the alleged violation must be corrected, and stating that legal action will be taken if the violation is not corrected within that time period.

IN WITNESS WHEREOF, the Wellington Manor Homeowners' Association, Inc. has caused these presents to be signed and attested by its proper officers this 20th day of November, 2012.

ATTEST:

Wellington Manor Homeowners'
Association, INC., a New
Jersey non-profit corporation



DANIEL VANDERGAST, Secretary



HARRY M. BYRNE, President

APPENDIX III: Architectural Review Forms & Specifications

WELLINGTON MANOR HOMEOWNERS ASSOCIATION 2023

BLANK PAGE

MAILBOXES

Mailboxes

- The house number is required and should be visible. Names are permitted (but discouraged for security reasons).
- Mailboxes must be standard letter size and of the same design and color as originally installed. No changes to the mailbox posts are allowed. Refer to specifications below.



Color

Post: White Executive Post, front mounted
Mailbox: Taupe

Lettering

Style: As shown
Color: White

Original Manufacturer: Janzer

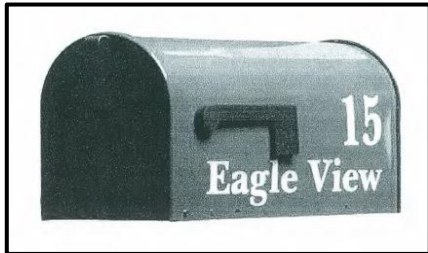
SP-JB-WEP

Original Supplier: Town and Country Mailbox LTD

2519 Quakertown Road, Pennsburg, PA 18073

Phone: (215) 541-1126

Web: www.yourtowncountry.com



SOLAR COLLECTORS

GUIDELINES For Solar Collection Systems

The Wellington Manor HOA shall allow the installation of solar collection systems on the roofs of dwellings subject to the following guidelines:

- All solar collectors, fixtures, equipment and attachments on the roof shall be black in color or match the roof color.
- No ground installations are permitted.
- All piping, electrical equipment, and support structures, which extend from the roof towards the ground, shall attempt to match the siding/trim color of the dwelling (white would be an acceptable default). Whenever possible, they should be installed inside the dwelling.
- All electrical panels, support structures, piping, etc., that are installed outside the dwelling, should be screened, where possible, by landscaping in such a manner as they are not clearly visible from the street or to neighbors. Since the size and design of materials could vary from vendor installation to vendor installation, such landscape screening requirements would be reviewed and determined by the ARC committee at the time of ARC request submission.
- Solar panels must be installed parallel to the roof surface and not be elevated at any angle other than the existing roof pitch.
- All equipment must be mounted below the ridgeline of the roof. No part of the solar collection system is permitted to be visible above the ridgeline, at any time.
- The proposed solar collection system must be properly maintained and in good working order at all times, with no visible defects to panels or equipment. If system is damaged or defective, the homeowner is responsible for making repairs to the system within 90 days following notification from the WM board or Property Manager.
- If the homeowner fails to make the necessary repairs, the homeowner may be subject to violation notices and/or fines or be requested to remove the damaged/inoperable system.
- The homeowner is responsible for resolving all issues that may impact the operating efficiency of the proposed solar collection system including snow removal, shade from trees, etc. The HOA has no responsibility whatsoever for any issues that may impede performance.

- The homeowner’s ARC submission should include the following:
 - Copies of the applications for required Hopewell Township permits.
 - A plan (including a lot drawing and/or elevation sketch) showing the proposed roof installation including the color, location, size and # of panels installed, and the area of the roof that will be covered.
 - A plan (including a lot drawing and/or elevation sketch) showing the proposed piping, electrical equipment, and support structure locations including the color of equipment.
 - Photographs showing all sides of the existing roof.
 - A landscaping plan (including a lot drawing and/or elevation sketch) to screen the proposed electrical, piping and support structures, if located on the side of the home.
 - A manufacturer’s brochure showing pictures and specifications for the proposed equipment to be installed including panels, mounting hardware, piping, electrical equipment, trim and color.
 - Neighbor Notification Forms for neighbors adjacent to the property. Include details of the proposed installation; (1) a description of the proposed system including diagram of location on the roof(s), size, # of panels and color, (2) a plan showing the piping, electrical equipment and colors, (3) a landscaping plan, and (4) a brochure.
 - An executed “Hold Harmless Agreement” form.
 - An executed “Restrictive Covenant” form. This should include a check made out to the Mercer County Clerk to cover the cost of county filing. This form will be executed by the homeowner but filed to the county clerk by the Wellington Manor HOA.
- For any questions or assistance with the form submission, please contact any member of the ARC committee. The ARC membership and contact information can be found on the WM website: wellingtonmanorhoa.org.

(Apr. 2023)

WELLINGTON MANOR HOMEOWNER ASSOCIATION
ARCHITECTURAL REVIEW REQUEST FORM
for

Solar Collection System (Apr. 2023)

HOMEOWNER INFORMATION

Name _____

Phone (Home): _____

Address _____

Phone (Cell): _____

Email _____

Phone (Work): _____

BRIEF DESCRIPTION OF REQUEST

This request is for:

SOLAR COLLECTION SYSTEM

- Refer to the Wellington Manor Solar Collection System Guidelines.
- Provide the information below via email to begin the application process. Scan and attach all documents to reduce paperwork & time. Thank You.

SUBMISSION REQUIREMENTS

- Copies of the applications for required Hopewell Township permits.
- A plan (including a lot drawing and/or elevation sketch) showing the proposed roof installation including the color, location, size and # of panels installed, and the area of the roof that will be covered.
- A plan (including a lot drawing and/or elevation sketch) showing the proposed piping, electrical equipment, and support structure locations including the color of equipment.
- Photographs showing all sides of the existing roof.
- A landscaping plan (including a lot drawing and/or elevation sketch) to screen the proposed electrical, piping and support structures, if located on the side of the home
- A manufacturer's brochure showing pictures and specifications for the proposed equipment to be installed including panels, mounting hardware, piping, electrical equipment, trim and color.
- **Neighbor Notification Forms** for neighbors adjacent to the property. Include details of the

proposed installation; (1) a description of the proposed system including diagram of location on the roof(s), size, # of panels and color, (2) a plan showing the piping, electrical equipment and colors, (3) a landscaping plan, and (4) a brochure.

- An executed “**Hold Harmless Agreement**” form.
- An executed “**Restrictive Covenant**” form. This should include a check made out to the Mercer County Clerk to cover the cost of county filing. This form will be executed by the homeowner but filed to the county clerk by the Wellington Manor HOA.

For any questions or assistance with the form submission, please contact any member of the ARC. The ARC membership and contact information can be found on the WM website.

SIGNATURES/APPROVAL

Homeowner Signature	Date
Architectural Review Committee Recommendation	Date
Board Approval/Disapproval	Date

SAMPLE

HOLD HARMLESS AGREEMENT

Interpretive Statement

You, the unit owner, have sought the permission of the Homeowners Association to install solar panels on the roof of your dwelling. In the unlikely event there are damages or injury that result from the installation and/or removal of solar panels on a unit, the Hold Harmless Agreement accompanying this Interpretive Statement requires the unit owner, who wishes to have solar panels installed and/or removed on their unit, to agree to pay for those damages or injury. It also requires the solar panel provider to agree to do that as well. This is because the unit owner and the solar panel provider are benefiting from the installation, and the Association does not stand to benefit.

You will also execute a Restrictive Covenant, which will be filed with the Mercer County Clerk.

You may elect to remove the solar panels before the sale of your unit. If you remove the solar panels before you sell your unit, you are responsible for all costs and repairs. The unit's roof must be returned to the condition it was in prior to the installation of the solar panels.

If you want the solar panels to remain when you sell the unit, because of the Restrictive Covenant, the buyers will be on notice that they must keep them in good repair, and they must also execute a Hold Harmless Agreement with the Association.

HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT (hereinafter the Agreement) is made as of _____ by and between Wellington Manor Homeowners

Date

Association, Inc., as the person or entity receiving indemnity (hereinafter the Indemnitee), located in Hopewell Township, Mercer County, New Jersey, and

Name of Unit Owner (hereinafter the Unit Owner)

as the person or entity bound to provide and/or protect the Indemnitee (hereinafter the Indemnitors), located at

Property Address (hereinafter the Property)

and _____,

Name of Solar Provider (hereinafter the Solar Provider)

located at _____

Address of Solar Provider

and at times the Indemnitee or Indemnitors may be referred to as the "Party" or may be collectively referred to as the "Parties."

WHEREAS, Unit Owner has engaged the Solar Provider to design, install, operate, maintain, own and lease to Indemnitors solar panels at Indemnitor's home (the "Work"); and

WHEREAS, Indemnitors require Indemnitee's approval of the Work; and

WHEREAS, Indemnitee requires that Indemnitors agree to hold harmless and indemnification provisions in order for Indemnitee to provide its required consent for the Work.

NOW THEREFORE, the Parties agree as follows:

1. INDEMNITY:

The Indemnitors will hold harmless and indemnify the Indemnitee and its successors and assigns from any and all liabilities, losses, claims, judgments, suits, fines, penalties, demands or expenses, including, but not limited to, all reasonable costs for defense and investigation thereof (including but not limited to attorney's fees, court costs and expert fees) claimed by anyone by reason of injury or damage to persons or property sustained in or around the Property, as a proximate result of the acts or omissions of the Indemnitee, its agents, successors and assigns or arising out of the operation or actions of the Indemnitee upon or about the Property.

This does not apply when such liability may result from the sole negligence of the Indemnitee, its officers, directors, agents, servants, and/or employees.

Upon the filing of any claim with the Indemnitor for damages arising out of incidents for which the Indemnitee herein agrees to hold Indemnitor harmless, then and in that event the

Indemnitor shall notify Indemnitee of such claim and Indemnitee shall have the right to

settle, compromise, and/or defend the same.

2. UNIT OWNER TO REPAIR AND MAINTAIN SOLAR PANELS:

The Unit Owner is obligated to maintain the solar panels and keep them in good repair at all times. If the Unit Owner chooses to remove the solar panels from the Property, it is the sole obligation of the Unit Owner to restore the roof to the original condition it was in prior to the solar panels being installed.

3. REPRESENTATION ON AUTHORITY OF PARTIES/SIGNATORIES

Each party signing this Agreement represents and warrants that they are duly authorized and have the legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

4. RESTRICTIVE COVENANT

The Unit Owner agrees to execute a Restrictive Covenant which is attached to this Agreement as Exhibit A. The Association will file the document, and the Unit Owner will pay the filing fee.

5. MODIFICATION OF AGREEMENT

This Agreement may be supplemented, amended, and/or modified only by and through the mutual agreement of all parties. No supplement or modification of this Agreement shall be binding unless done so in writing and signed by all parties to this Agreement.

6. GENERAL WAIVER

The failure of any party at any time to require performance of any provision or to resort to any remedy provided under this Agreement shall in no way affect the right of that party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.

7. ENTIRE AGREEMENT

This is the entire agreement between the aforementioned parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

8. ENFORCEABILITY, SEVERABILITY AND/OR REFORMATION

In the event that any covenant, provision and/or restriction is found by a court of competent jurisdiction to be unenforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. In the event it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement shall be enforced as if such provision was not included.

In the event that any court determines that any of the covenants, provisions or restrictions to be excessive in duration or scope or to be unreasonable or unenforceable under the laws of that state, it is the intention of the parties that such restriction may be modified or

amended by the court to render it enforceable to the maximum extent permitted by the laws of that state.

9. GOVERNING LAWS

The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of New Jersey applicable to contracts made and to be wholly performed within such state, without giving effect to any form of conflict of law provisions thereof. The Federal and State courts located in Mercer County, New Jersey shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

10. JURISDICTION AND VENUE

This Agreement is to be construed pursuant to the current laws of the State of New Jersey. In the event that any dispute shall arise under or in connection with the agreement or related to any matter which is the subject of the agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Mercer County, New Jersey.

THE UNDERSIGNED HAVE READ, UNDERSTAND and ACCEPT THIS AGREEMENT, and by signing this Agreement, all parties agree to all of the aforementioned terms, conditions and policies.

WELLINGTON MANOR HOMEOWNERS ASSOCIATION, INC.

By: _____
President Date

Unit Owner(s) _____
Date

Name of Solar Provider

By: _____
Title

Prepared By: Michael Fedun, Esquire

RESTRICTIVE COVENANT

Made this _____ day of _____, 20____, by _____

_____ (hereinafter the Grantor), owner of _____
_____, known as Lot _____, Block _____,
on the tax map of the Township of Hopewell, (hereinafter the Property) a unit in the association
known as Wellington Manor Homeowners Association, Inc.

WITNESSETH:

In consideration of the approval of the Board of Trustees of Wellington Manor Homeowners Association, Inc., (hereinafter Association) the Grantor hereby restricts the Property in the manner set forth below. The Property was conveyed to the Grantor herein by deed from _____, dated _____ and recorded on _____ in the office of the Mercer County Clerk in Deed Book _____, Page(s) _____.

The Property described above is hereby restricted in that the Grantor and their heirs and assigns shall indemnify and hold harmless the Association for any and all costs, damage, maintenance and replacement responsibility of the Property where the installation, removal and maintenance results from, directly or indirectly, the installation and/or removal by the Grantor of solar panels and associated materials on the roof of the Property.

The Grantor is responsible for the upkeep, maintenance and repair of the improvements, as are any and all subsequent owners of the Property. All costs are to be borne by the Grantor.

WELLINGTON MANOR HOMEOWNER ASSOCIATION
ARCHITECTURAL REVIEW REQUEST FORM
NEIGHBOR NOTIFICATION FORM

for

Solar Collection System (Apr. 2023)

Please review the proposed solar project and comment on the application. The law allows and government encourages the installation of solar systems to reduce dependence on fossil fuels. The WMHOA and its residents may not restrict any solar installation that conforms with the Solar Collection System Guidelines, which can be viewed on the Wellington Manor website at www.wellingtonmanorhoa.org

Please note that any trees planted near the proposed Solar Collection Systems which may impact the future performance of the system, should be discussed during this application review process.

HOMEOWNER INFORMATION:

Name _____ Phone (Home): _____
Address _____ Phone (Cell): _____
Email _____ Phone (Work): _____

BRIEF DESCRIPTION OF REQUEST:

This request is for:

Included with this Notification are the following documents:

1. Plans for the proposed Solar Collection System including all externally visible panels, equipment, piping, etc. and its color, location on the roof(s) or siding. Plans for landscaping to screen the equipment.
2. A brochure showing pictures of the equipment and its specifications.

Neighbor Review/Signature:

I/we have reviewed the proposed plans and other information, and herewith provide our recommendation for Approval or Rejection of this application by the Board of Trustees.

Name _____

Address _____

Recommend Approval _____ Recommend Disapproval _____

Comments: _____

Signature _____ Date _____

BLANK PAGE

GENERATORS

PERMANENT GENERATORS

WELLINGTON MANOR HOMEOWNER ASSOCIATION

ARCHITECTURAL REVIEW COMMITTEE

GUIDELINES for Permanent (Standby) Generators – (Aug. 2023)

The Wellington Manor HOA shall allow the installation of permanent (standby) generators subject to the following guidelines:

- The installation and use of a standby generator requires ARC and Board of Trustee approval.
- Installation of the generator must comply with Hopewell Township specifications. **Township pre-approval is required.**
- The generator should be one that is designed/intended for residential – not industrial – use.
- The generator should be installed and operated according to the manufacturer’s safety specifications.
- The generator unit should be of compact design and no more than 4 feet in length.
- The generator must use a natural gas supply. No propane, diesel or gasoline powered generators are allowed.
- The generator should be installed on the side of the house that is adjacent to the gas line feed.
- Generator placement should minimize its visibility and impact on neighbors.
- Noise rating of the generator will be 70 decibels or less.
- Installed generators will service one residence only.
- An exercise/self-testing schedule should be set according to manufacturer’s recommendations. The test must be scheduled for a time when it will be least intrusive to the closest neighbors. The time must be approved by the ARC and the Board of Trustees.
- The homeowner’s ARC submission should include the following:
 - Copies of the applications for required Hopewell Township permits (construction, electrical, plumbing).
 - A site plan with proposed location of generator and connections for gas and electrical to the house. This should include distance from structural considerations – house, doors, windows, shrubs, trees, and property lines.
 - Generator and switching specifications.
 - Unit description (including picture) of the unit, including color, dimensions, and decibel ratings.
 - Neighbor Notification Forms for neighbors adjacent to the property.
 - Copy of installation contract.
- For any questions or assistance with the form submission, please contact any member of the ARC. ARC membership and contact information can be found on the WMHOA website.

WELLINGTON MANOR HOMEOWNER ASSOCIATION
ARCHITECTURAL REVIEW REQUEST FORM

Whole House Generator Installation (July 2023)

HOMEOWNER INFORMATION:

Name _____ Phone (Home): _____
Address _____ Phone (Cell): _____
Email _____ Phone (Work): _____

BRIEF DESCRIPTION OF REQUEST:

Whole House Generator

- This application form applies to all owner-operated whole house (standby) generator units.
- Refer to the Wellington Manor Board-approved Generator Guidelines located at www.wellingtonmanorhoa.org. The ARC and WMHOA Board must approve the plans for installation and operation of any whole house generator before work can begin. Responsibility for approval rests, ultimately, with the homeowner. Whole house generators must be powered by natural gas, supplied by the local utility company's gas lines. A generator can serve one house.
- The following data must be communicated, preferably via email and with all documents scanned and attached, to the ARC with this request form to begin the approval process.

SUBMISSION REQUIREMENTS:

A. TO BE PROVIDED BY CONTRACTOR:

- A site-plan with proposed location of generator and connectors for gas and electric to house.
- Distance from structural considerations – house, doors, windows, shrubs, trees, and property lines.
- Generator and switching specifications.
- Decibel rating (not to exceed 70 decibels at 21 feet)
- Copies of permits or applications for approval by Hopewell Township
- Copy of installation contract.

B. TO BE PROVIDED BY HOMEOWNER:

- WMHOA Generator Architectural Request Form
- Neighbor Notification Forms

SIGNATURES/APPROVAL

Homeowner Signature	Date
Architectural Review Committee Recommendation	Date
Board Approval/Disapproval	Date



**ELECTRICAL SUBCODE
TECHNICAL SECTION**



Date Received
Control #
Date Issued
Permit #

A. IDENTIFICATION—APPLICANT: COMPLETE ALL APPLICABLE INFORMATION. WHEN CHANGING CONTRACTORS, NOTIFY THIS OFFICE. CALL UTILITY DIG NO: 1-800-272-1000.

C. CERTIFICATION IN LIEU OF OATH

I hereby certify that I am the (agent of) owner of record and am authorized to make this application and perform the work listed on this application.
Applicant sign/Contractor sign and seal here: _____

Block _____ Lot _____ Qualification Code _____

Work Site Location _____

Owner in Fee: _____

Tel. () _____ e-mail _____

Address _____ street _____ municipality _____ zip code _____

Contractor: _____ Tel _____
Address _____ e-mail _____

Contractor License No. _____ Exp. Date _____
Home Improvement Contractor Registration No. or Exemption Reason (if applicable): _____
Federal Emp. ID No. _____ FAX: () _____

B. ELECTRICAL CHARACTERISTICS

Use Group Present _____ Proposed _____
 Pole/Pad # _____ Temporary Other _____
Building Occupied as _____ Utility Co. _____
Est. Cost of Elec. Work \$ _____

JOB SUMMARY (Office Use Only)

PLAN REVIEW	INSPECTIONS	Dates (Month/Day)	Approval	Initials
<input type="checkbox"/> No Plans Required	Type: _____	Failure	Approve	
<input type="checkbox"/> Partial - Underslab Utilities Approved	Rough			
Date: _____ Approved by: _____	Barrier-Free			
<input type="checkbox"/> Electric Plans Approved	Trench			
Date: _____ Approved by: _____	Temp. Serv.			
Joint Plan Review Required:	Constr. Serv.			
<input type="checkbox"/> Bldg. <input type="checkbox"/> Plumb. <input type="checkbox"/> Fire. <input type="checkbox"/> Elev.	TCO			
SUBCODE APPROVAL for PERMIT	Other			
Date: _____	Service			
Approved by: _____	Final			
SUBCODE APPROVAL for CERTIFICATE	Barrier-Free			
<input type="checkbox"/> CO <input type="checkbox"/> CCO <input type="checkbox"/> CA	Temp. Cut-in-Card Date Issued			
Date: _____	Final Cut-in-Card Date Issued			
Approved by: _____	Annual Pool Inspection			
	Date of Grounding and Bonding Certification			

Licensed Electrical Contractor Exempt Applicant

D. TECHNICAL SITE DATA
DESCRIPTION OF WORK:

QTY.	SIZE	ITEMS	FEE (Office Use Only)
		Lighting Fixtures	
		Receptacles	
		Switches	
		Detectors	
		Light Poles	
		Motors—Fract. HP	
		Emergency & Exit Lights	
		Communications Points	
		Alarm Devices/F.A.C. Panel	
		TOTAL NUMBERS	\$ _____
		Pool Permit/with UW Lights	
		Storable Pool/Spa/Hot Tub	
		KW Elec. Range/Receptacle	
		KW Oven/Surface Unit	
		KW Elec. Water Heater	
		KW Elec. Dryer/Receptacle	
		KW Dishwasher	
		HP Garbage Disposal	
		KW Central A/C Unit	
		HP/KW Space Heater/Air Handler	
		KW Baseboard Heat	
		HP Motors 1/+ HP	
		KW Transformer/Generator	
		AMP Service	
		AMP Subpanels	
		AMP Motor Control Center	
		KW Elec. Sign/Outline Light	

Administrative Surcharge \$ _____
Minimum Fee \$ _____
State Permit Surcharge Fee \$ _____
TOTAL FEE \$ _____



PLUMBING SUBCODE TECHNICAL SECTION



Date Received
Control #
Date Issued
Permit #

A. IDENTIFICATION—APPLICANT: COMPLETE ALL APPLICABLE INFORMATION. WHEN CHANGING CONTRACTORS, NOTIFY THIS OFFICE. CALL UTILITY DIG NO: 1-800-272-1000.

Block _____ Lot _____ Qualification Code _____
Work Site Location _____

Owner in Fee: _____
Tel. _____ e-mail _____
Address _____

Contractor: _____
Address _____
City _____ Municipality _____ Zip code _____
Tel. _____
Fax _____

Contractor License No. _____
Home Improvement Contractor Registration No. or Exemption Reason _____
Federal Emp. ID No. _____
B. PLUMBING CHARACTERISTICS
Use Group Present _____ Proposed _____
Building Sewer Size _____ Public Sewer _____ Private Sewer _____
Water Service Size _____ Public Water _____ Private Well _____
Est. Cost of Plumbing Work \$ _____

INSPECTIONS
Type: Slab _____ Failure _____
Rough _____
Water _____
Sewer _____
Fixtures _____
Gas Equipment _____
Gas Piping _____
LP Gas Tank _____
Fuel Oil Piping _____
Solar _____
TCO _____
Final _____

PLAN REVIEW
 No Plans Required
 Partial - Underslab Utilities Approved
Date: _____ Approved by: _____
 Plumbing Plans Approved
Date: _____ Approved by: _____
Joint Plan Review Required:
 Bldg. Elec. Fire. Elev. Fire. Fire. Elev.
SUBCODE APPROVAL for PERMIT
Date: _____
Approved by: _____

SUBCODE APPROVAL for CERTIFICATE
 CO CCO CA
Date: _____
Approved by: _____

U.C.C. F130 (rev 10/17)

C. CERTIFICATION IN LIEU OF OATH

I hereby certify that I am the (agent of) owner of record and am authorized to make this application and perform the work listed on this application.

Applicant sign/Contractor sign and seal here: _____

Print name here: _____ Licensed Contractor Exempt Applicant

D. TECHNICAL SITE DATA

DESCRIPTION OF WORK

QTY. _____

FIXTURE/EQUIPMENT

- Water Closet _____
- Urinal/Bidet _____
- Bath Tub _____
- Lavatory _____
- Shower _____
- Floor Drain _____
- Sink _____
- Dishwasher _____
- Drinking Fountain _____
- Washing Machine _____
- Hose Bibb _____
- Water Heater _____
- Fuel Oil Piping _____
- Gas Piping _____
- LP Gas Tank _____
- Steam Boiler _____
- Hot Water Boiler _____
- Sewer Pump _____
- Interceptor/Separator _____
- Backflow Preventer _____
- Greasetrap _____
- Sewer Connection _____
- Water Service Connection _____
- Stacks _____
- Other _____

FEE (Office Use Only)
\$ _____

Administrative Surcharge \$ _____
Minimum Fee \$ _____
State Permit Surcharge Fee \$ _____
TOTAL FEE \$ _____

The permit application is in the form of a 'folder'. Obtain actual Construction Permit Application from Hopewell Township Construction Administration.

BLDG# _____ LOT# _____ QUALIFICATION CODE _____ ADDRESS (SITE) _____ PERMIT NO. _____

CONSTRUCTION PERMIT APPLICATION

Applicant Complete Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

I. IDENTIFICATION

1. Proposed Name Site at _____

2. Name of Owner in Full _____
 Tel. # _____ e-mail _____
 Address _____

3. Ownership in Full _____ Public _____ Private _____
 Address _____

4. Principal Contractor _____ Tel. # _____
 Address _____

License No. OR, if New York, Building Reg. No. _____ Exp. Date _____

Home Improvement ()
 Federal Emp. ID No. _____
 5. Architect or Engineer _____
 Address _____
 Tel. # _____ e-mail _____
 6. Responsible Person in _____
 Tel. # _____ e-mail _____

II. RESPONSE FORM

New Alteration Renovation Reconstruction

Additive Work, Subst. A Lead Based Paintwork Public Accommodations Annual Permit

III. SUBDIVISIONS

Subdivision	Est. Cost	Plan No./Date	Plan No./Date	Permit No./Date	Permit No./Date	No. Jobs	Resubmission Date	Resubmission No.	No. Jobs
<input type="checkbox"/> Building									
<input type="checkbox"/> Electrical									
<input type="checkbox"/> Plumbing									
<input type="checkbox"/> Fire Protection									
<input type="checkbox"/> Elevator									

IV. PLAN REVIEW (optional)

DO YOU WANT:

1. Partial Release
 2. Partial Processing

DOES OR WILL YOUR BUILDING CONTAIN ANY OF THE FOLLOWING?

1. Elevators/Escalators/Lifts
 2. High-Pressure Systems
 3. Railway Tracks

4. Refrigeration Systems
 5. Great Conduits/Busbar Protection
 6. Hazardous Liquid/Pipes of Insularity
 7. Spillways/Stormwater

8. Smoke Control Systems in Open Walks
 9. Fire Alarm
 10. Underground Storage Tanks
 11. Swimming Pools, Spas and Hot Tubs
 12. Office Tanks

13. Fire Alarm
 14. Fire Alarm
 15. Fire Alarm

V. FEE SUMMARY (for office use only)

	Update	Update
1. Building		
2. Electrical		
3. Plumbing		
4. Fire Protection		
5. Elevator/Travellor		
6. Subtotal		
7. Late 20% for State Plan Review		
8. Subtotal		
9. State Permit Exchange Fee		
10. Subtotal		
11. Cost of Occupancy		
12. Other		
13. TOTAL		

VI. BUILDING CHARACTERISTICS

1. Number of Stories _____
 2. Height of Structure _____
 3. Area of Largest Floor _____
 4. New Building Area _____

VII. SECTION OF BUILDING USE (NYS primary use)

1. State Specific Use
 2. Use Group Proposed
 3. Change in Use Group, Indicate Present
 4. No. of dwelling units: Single Multiple

5. Residential
 6. Non-Residential (primary use)
 7. State Specific Use
 8. Use Group Proposed
 9. Change in Use Group, Indicate Present
 10. MIXED USE - Use secondary units
 11. Commercial
 12. Industrial
 13. Other

OFFICE DATE RECEIVED

AGENCY APPROVALS (office use only)	LOCAL APPROVAL		COUNTY APPROVAL		REGIONAL APPROVAL		STATE APPROVAL		COMMENTS
	Prepared Initial	Final Date	Prepared Initial	Final Date	Prepared Initial	Final Date	Prepared Initial	Final Date	
<input type="checkbox"/> zoning officer									
<input type="checkbox"/> Planning Board									
<input type="checkbox"/> zoning Board									
<input type="checkbox"/> State Authority									
<input type="checkbox"/> Water Authority									
<input type="checkbox"/> Police Department									
<input type="checkbox"/> Health Department									
<input type="checkbox"/> Soil Conservation									
<input type="checkbox"/> N.J. Department of Community Affairs									
<input type="checkbox"/> N.J. Department of Transportation									
<input type="checkbox"/> N.J. Department of Environmental Protection									
<input type="checkbox"/> Utility (City No.)									
<input type="checkbox"/>									
<input type="checkbox"/>									

III. SUBDIVISIONS AND USES

Building _____
 Electrical _____
 Plumbing _____
 Fire Protection _____
 Mechanical _____

IV. CERTIFICATES ISSUED (office use only)

	DATE ISSUED	DATE EXPIRES	DATE REISSUED	DATE EXPIRES
<input type="checkbox"/> Temporary Certificate of Occupancy	No. _____			
<input type="checkbox"/> Temporary Certificate of Compliance	No. _____			
<input type="checkbox"/> Conditional Certificate of Occupancy	No. _____			
<input type="checkbox"/> Certificate of Compliance	No. _____			
<input type="checkbox"/> Certificate of Occupancy	No. _____			
<input type="checkbox"/> Certificate of Approval	No. _____			
<input type="checkbox"/> Lead Material Clearance Certificate	No. _____			

STORM DOORS

WELLINGTON MANOR HOMEOWNER ASSOCIATION
ARCHITECTURAL REQUEST FORM

HOMEOWNER INFORMATION

Name _____
Home phone _____
Address _____
Work Email _____ Cell Phone _____

DESCRIPTION OF REQUEST

(Please attach all supporting documentation as required)

SUBMISSION REQUIREMENTS

Storm Door

Include the following information in the description and/or brochure:

STORM DOOR (February 2010)

Storm doors that meet the criteria below do not require Board approval

- Manufacturer: Pella, Anderson, Larson
- Style One: Full View Standard
- Style Two: Full View with Roll Screen, Color to match entrance door, with clear glass
- Color: Color to match entrance door, or white with clear glass
- Kick Plate: Brass
- Hardware: Brass



Full View Standard



Full View with Roll Screen

SIGNATURES/APPROVAL

Homeowner Signature _____ Date _____
Architectural Review Committee Recommendation _____ Date _____
Board Approval/Disapproval _____ Date _____

PATIOS, DECKS, WALKWAYS

PATIOS, DECKS, WALKWAYS

DESIGN CRITERIA PATIOS, DECKS AND WALKWAYS

- **Decks**
 - **Decks must meet 20'-0" rear lot setback requirements:**
 - Variances can be applied for through the township if deck size exceeds the setback limits in the rear.
 - Decks may not extend beyond the sides of the house.
 - Decks are not bound by lot permeability requirements.
 - Deck construction cannot alter the grading or drainage of the property.
 - Deck surfaces may be constructed of appropriately treated wood or of composite materials.
 - Decks and elevated wood patios higher than 1'-6" above existing grade must have railings, The design and construction of the railings must meet Hopewell Township standards for decks greater than 2'-6" above existing grade.
 - The homeowner may choose a railing to match the color of the deck surface, the trim on the house, or the fence style for perimeter fences.
 - The plans that accompany the deck request must be clear and complete and include a detailed drawing of the area to be decked.
 - Decks are to be constructed in the rear of the home, flush with the rear wall and level with the interior flooring.
 - Stairs for a deck may be placed at its rear or side, not to extend beyond the side of the house or into the setback area.
 - All decks shall be constructed with attention to safety, durability and attractive design.
 - Perimeter planting beds containing appropriate shrubs, trees and mulch are required within 90 days after the deck is completed.
 - Decks that are more than 18 inches above grade must have their lower portion screened with matching lattice work or other appropriate enclosure.
 - Decks may not be roofed, screened or enclosed.
 - Deck lattice work or other bottom closure may not interfere with drainage
- **Patios:**
 - **Patios are bound by rear set back requirements of 10'-0".**
 - Patios may be constructed only in the rear of the home
 - Patios may be constructed with Bluestone, Brick, Pavers, Concrete or Stamped Concrete
 - Patio construction must result in a permanent installation and shall not be subject to deterioration. (Patio blocks etc. must be set in compacted sand and gravel to create a permanent installation)
 - Seating walls are permitted and are generally no higher than 2'-0".
 - The combination of home, driveway, walkways, and patio cannot exceed more than 50% of the lot impermeability.
 - Owners will need their plot plan in order to calculate permeability allowances. Since lots can be different sizes, neighbors' patios, because of the lot permeability requirement may be different sizes.
 - At this time, in addition to concrete, the township considers patios made of pavers, bluestone, etc. to be impermeable.
 - Construction of the patio shall not negatively affect the grading of the property. In most cases the ARC will provide a site visit to review the existing drainage and how the grading will be affected.
 - Terraced patios that do not exceed the 50% permeability requirement may be permitted on lots where terraces are appropriate due to the grading of the property.
- **Walkways and Pads**
 - Homeowners may replace or alter the front sidewalks subject to review by the Arc and approval of the Board
 - Walkways must be constructed of stamped concrete, brick, pavers, etc. that will not inhibit snow removal or lawn mowing and it is suggested that they be treated to resist the ice removing chemicals used in the winter.
 - The colors must be neutral or consistent with the color scheme of the home.
 - The pathway of the sidewalk may be altered to suit the homeowner.
 - Pads of 16 square feet or less (4'-0" x 4'-0") for grilles may be installed without Board approval (Note: Pads for grilles, and grilles are not permitted in the side yard)
- **Note:**
 - The homeowner is asked to keep the following requirements in mind when planning exterior changes:
 - The lot upon which the home is built must remain 50% permeable by water. Materials such as gravel, sand, or crushed stone, are considered permeable.
 - Decks are considered permeable.
 - Patio constructed of Pavers, Bluestone, Flagstone, Concrete, etc. are considered impermeable
 - Set back requirements are generally 25 feet from the front of the property and 9 feet from each side. Rear yard setbacks vary.
 - The owner must apply for a variance from the Township for not meeting minimum setback requirements and must follow township rules regarding this procedure

WELLINGTON MANOR HOMEOWNER ASSOCIATION
ARCHITECTURAL REQUEST FORM

PATIOS, DECKS AND WALKWAYS (February 2010)

HOMEOWNER INFORMATION

Name _____	Home phone _____
Address _____	Work phone _____
Email _____	Cell Phone _____

DESCRIPTION OF REQUEST

(Please attach all supporting documentation as required)

SUBMISSION REQUIREMENTS

WMHOA, Architectural Request

Patio, Deck, Walkway

- Copy of Hopewell Township Zoning Office Lot Coverage Calculations for patios and walkways
- Copy of Application for Hopewell Township Zoning Permit
- Final Survey (Plot Plan) with dimensioned location of improvements, including setbacks.
- Larger scale site plan(s) defining the Patio, Deck or Walkway: including Grading/Drainage impact, finished floor level of patio, deck, and or walkway from finish floor height of existing home
- Detailed description of materials and colors to be used in the project
- Signed Homeowner Neighbor Notification forms
- **Note:** prior to commencement of construction, homeowner must submit evidence of approved zoning and/or building permit as follows
 - o Approved Hopewell Township Zoning Permit required for *patio and walkways*
 - Approved Hopewell Township Building Permit required for decks
 - o See Memorandum from Township Engineer in the Appendix of this document
 - Construction must be completed within sixty (60) days of commencement.

SIGNATURES/ APPROVAL

Homeowner Signature _____ Date _____

Architectural Review Committee Recommendation _____ Date _____

Board Approval/Disapproval _____ Date _____

BLANK PAGE

FENCING

FENCING

FENCING DESIGN CRITERIA

Fences

Construction of all fences must be approved by the Board and the Applicant/Owner must obtain the required permits from Hopewell Township before construction begins.

- o Fences must be constructed with materials, and in a style as similar, as possible to the Jerith Lexington examples on the front of the application.
 - High-strength aluminum alloy (HS-35) guaranteed never to rust
 - Black in color
 - Polyester powder coating with a lifetime guarantee that is fade and scratch resistant
 - The gate must be made of the same material and have a self-closing latch.
- o No fence shall be more than 4 feet in height
- o Fences in rear yards which abut other properties **must** maintain a minimum distance of 5'-0" from the property line, however fences which abut common property **may** be closer to the property line, as long as space is provided for required landscaping and mulch.
- o Fences will have a gate installed on each side the enclosure or installed in a manner to enable lawn cutting equipment to easily enter, exit and mow the area. These gates shall be approximately 42-48 inches wide, swing in, and be located to allow free access and egress for lawn mowing service equipment.
- o Fences will be installed at the rear of the house only, and be parallel to the setback lines and not extend beyond the sides of the house.
- o Fences may not be installed in such a way as to create drainage issues.
- o Fences are required to have a continuous minimum 18" wide edged mulch bed **with landscaping on all sides of the fence facing another property and/or street**. Such landscaping shall include evergreen shrubs, hedges, bushes, or trees which are at least 2 feet tall reasonably spaced around the fence to reasonably block the view of the fence from adjoining properties. Landscaping will be installed within 90 days of the erection of a fence, and continuously thereafter. (Note: Homeowner must submit copy of detailed landscape plan with submission)
- o Homeowners are responsible for the maintenance of the interior of the enclosed area with the exception of lawn mowing. However, the landscape contractor will not mow the interior of the property if any of the following conditions exist:
 - Locked gate
 - Animal waste not picked up
 - Furniture, toys and equipment on the lawn.

Invisible Fences:

- o Invisible fences are permitted in the rear yard only. They may be placed in the same location as a perimeter fence or anywhere within the perimeter fence guidelines. It is not necessary to complement the front of an invisible fence with landscaping.
- o Training flags must be removed within two months.
- o Yards with invisible fences must be so posted.

WELLINGTON MANOR HOMEOWNER ASSOCIATION
ARCHITECTURAL REQUEST FORM

FENCING (February 2010)

HOMEOWNER INFORMATION

Name _____	Home phone _____
Address _____	Work phone _____
Email _____	Cell Phone _____

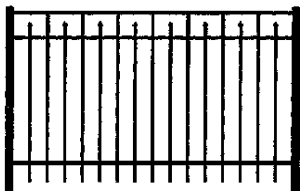
DESCRIPTION OF REQUEST

(Please attach all supporting documentation as required)

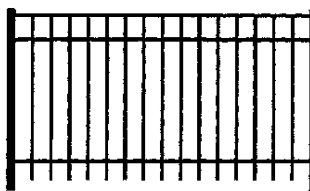
SUBMISSION REQUIREMENTS

Fencing

- WMHOA Architectural Request Form
- Final Survey with dimensioned location of improvements, including setbacks.
- Copy of Application for Hopewell Township Zoning Permit
- Landscape Plan showing detailed landscape enhancements required for screening of the fence from and/or street view. Include plant description and size at both planting and maturity
- Description of Fence selected (see design guidelines for approved options)
- Note: Examples of approved fence and design options are as shown below (or similar) to Jerith 202
- Signed Homeowner Neighbor Notification forms
- *Note: prior to commencement of construction, homeowner must submit evidence of approved zoning permit as follows:*
 - Approved Hopewell Township Zoning Permit
- Construction must be completed within sixty (60) days of commencement of construction



200 Residential Fence Section



202 Residential Fence Section

SIGNATURES/APPROVAL

Homeowner Signature _____ Date _____

BLANK PAGE

SUNROOM, PORCH ENCLOSURE

DESIGN CRITERIA

SUNROOM, PORCH ENCLOSURE

Porch Enclosures

Homeowners of all models with **rear** porches are permitted to enclose the porch with screening, or an enclosure consisting of a three- or four-season room, subject to the following:

- o Enclosed Porch (all models)
 - Exterior door to the room must be from the rear of the home (may not open into the side yard)
 - The enclosure must resemble a porch, and is not intended to be an expansion of the home
 - The exterior appearance shall blend with the existing home
 - Full screening is permitted
 - Prefabricated type enclosures are types of designs that are permitted
- o Enclosed Porch Expansion (Madison and Jefferson only)
 - Open rear porches on Madison and Jefferson may not be expanded beyond the projection of the side bay window
 - Overhangs and roof drainage will be reviewed by the Township Zoning Office

NOTE:

- *Expansion is permitted on Rear Porches of Jefferson and Madison Models only and shall not extend beyond the projection of the bay window.*
- *Enclosing and/or expanding Side porches and Open Balconies on Madison and Jefferson models are not permitted.*

WELLINGTON MANOR HOMEOWNER ASSOCIATION
 ARCHITECTURAL REQUEST FORM
SUNROOM, PORCH ENCLOSURE (February 2010)

HOMEOWNER INFORMATION

Name _____	Home phone _____
Address _____	Work phone _____
Email _____	Cell Phone _____

DESCRIPTION OF REQUEST

(Please attach all supporting documentation as required)

SUBMISSION REQUIREMENTS

**Sunroom, Porch
Enclosure**

- Copy of Hopewell Township Zoning Office Lot Coverage Calculations (*porch enclosure expansion only*)
- Copy of Application for Hopewell Township Zoning Permit (*porch expansion only*)
- Final Property Survey with dimensioned location of improvements, including setbacks (*porch enclosure expansion only*).
- Larger scale, detailed site plan(s) defining the improvements detail, including drainage plan for additional runoff due to porch expansion as required by Hopewell Township
- Floor plan and details, plus side and rear views of the porch enclosure
- Detailed description of materials and colors to be used in the project
- Signed Homeowner Neighbor Notification forms
- **Note:** *prior to commencement of construction, homeowner must submit evidence of approved zoning and/or building permit as follows*
 - Approved Hopewell Township Zoning Permit (*porch enclosure expansion only*)
 - Approved Hopewell Township Application for Building Permit (*all porch enclosures*)
 - Construction must be completed within sixty (60) days of commencement of construction

NOTE:

- *Expansion is permitted on Rear Porches of Jefferson and Madison Models only, and shall not extend beyond the projection of the bay window*
- *Enclosing and/or expanding Side porches and Open Balconies on Madison and Jefferson models is not permitted.*

SIGNATURES/ APPROVAL

Homeowner Signature _____	Date _____
Architectural Review Committee Recommendation _____	Date _____
Board Approval/Disapproval _____	Date _____

BLANK PAGE

AWNINGS & PERGOLAS

DESIGN CRITERIA AWNINGS AND PERGOLAS

Awnings for Decks and Patios

Awnings for decks and attached patios require review by the ARC and approval of the Board. The request must show the exact location of the awning, the method of attachment to the house, and a list of materials to be used

General Requirements

- Awnings are only permitted in the rear of the house.
- Awning coverings shall be made of fabric, a sample of which must be submitted with the modification request. Aluminum or fiberglass is not permitted.
- ***All awnings must be fully retractable and completely self-storing.*** Legs, poles or cords of any type used for the purpose of supporting the unit to the ground or other area are not permitted.
- The base color of the awning shall be similar in color to the house siding, trim, or an approved earth tone. Solids or stripes may be permitted.
- No awning shall extend more than 12 feet from the rear of the home and be no wider than the width of the house.
- The awning shall not extend beyond the side of the house.
- To prevent damage from an unexpected wind or thunderstorm, the awning must be stored in the retracted position when not in use.
- Permits are required for electrical work.

Pergolas

Pergolas for decks and attached patios require review by the ARC and approval of the Board. The application must show the exact location of the pergola, the method of attachment to the house, and a list of materials to be used. The Owner/Applicant must also provide a sample of material to be utilized. Construction must be completed within sixty (60) days of commencement.

o General Requirements

- Pergolas are only permitted in the rear of the house and may not extend beyond the side of the house.
- Pergolas designed for any other purpose, or which are proposed for the front or sides of the house, are not permitted.
- Pergolas shall be made of vinyl and/or white aluminum, or other approved material.
- Freestanding Pergolas shall not be closer than 10 feet from the rear property line.
- Pergolas attached to the house must meet the 20'-0" setback requirements
- Pergolas require Hopewell Township Zoning and Building permits.

WELLINGTON MANOR HOMEOWNER ASSOCIATION
ARCHITECTURAL REQUEST FORM

AWNINGS AND PERGOLAS (February 2010)

HOMEOWNER INFORMATION

Name _____ Home phone _____
Address _____ Work phone _____
Email _____ Cell Phone _____

DESCRIPTION OF REQUEST

(Please attach all supporting documentation as required)

SUBMISSION REQUIREMENTS

Awnings and Pergolas

- WMHOA Architectural Request Form
- Final Survey with dimensioned location of improvements, including setbacks.
- Detailed description of materials and colors to be used in the project
- Manufacturer
- Signed Homeowner Neighbor Notification forms
- *Note: prior to commencement of construction, homeowner must submit evidence of any required permits such as:*
 - **Hopewell Township Zoning**
 - **Construction Permits, including Electrical**
- Construction must be completed within sixty (60) days of commencement of construction

SIGNATURES/APPROVAL

Homeowner Signature _____ Date _____

Architectural Review Committee Recommendation _____ Date _____

Board Approval/Disapproval _____ Date _____

BLANK PAGE

EXTERIOR BUILDING & SITE LIGHTING

DESIGN CRITERIA EXTERIOR AND BUILDING LIGHTING

Exterior Building Lighting

- WMHOA ARC Request Form required.
- Replacement of existing exterior lighting fixture at entrance, garage etc., requires ARC review and Board approval.
- Fixtures shall be similar to the lighting installed on the original homes.
- Exterior Floodlights, whether existing or proposed **must not** shine into neighbors' homes or patio areas and shall be used for security purposes and have motion sensors.
 - Lights must be timed to turn off within 10 minutes of activation. All lights must be focused on the owner's lot to minimize light spillage on neighboring lots.

Exterior Site Lighting

All exterior lighting additions or modifications require Board approval. Some lighting additions or modifications may need township permits.

- WMHOA ARC Request Form required.
- Walkways, driveways and the edges of landscape beds may be lit with solar powered or low voltage lamps designed for this purpose.
- Walkway lighting shall be installed in a manner that does not inhibit snow removal. Damage to improperly installed lighting will be the responsibility of the homeowner.
- No lamp posts may be installed.
- Exterior lighting that creates a nuisance to the adjoining property owners will not be recommended for approval.

WELLINGTON MANOR HOMEOWNER ASSOCIATION
ARCHITECTURAL REQUEST FORM

EXTERIOR BUILDING AND SITE LIGHTING (February 2010)

HOMEOWNER INFORMATION

Name _____ Home phone _____
Address _____ Work phone _____
Email _____ Cell Phone _____

DESCRIPTION OF REQUEST

(Please attach all supporting documentation as required)

SUBMISSION REQUIREMENTS

o *Exterior Building Lighting*

- Description and catalogue information of proposed fixture(s)
- Plan showing location of proposed lighting fixtures
- Exterior Floodlights, whether existing or proposed must not be allowed to shine into neighbors' homes or patio areas and shall be used for security purposes only.
- Lights must be timed to turn off within 10 minutes of activation. All lights must be focused on the owner's lot to minimize light spillage on neighboring lots.

o *Exterior Site Lighting*

- Final Site plan that shows the quantity, type and locations of the proposed site lighting fixtures.
- Description and catalogue information of proposed fixture(s)

SIGNATURES/APPROVAL

Homeowner Signature _____ Date _____
Architectural Review Committee Recommendation _____ Date _____
Board Approval/Disapproval _____ Date _____

BLANK PAGE

NEIGHBOR NOTIFICATION

WELLINGTON MANOR HOMEOWNER
ASSOCIATION ARCHITECTURAL REQUEST FORM

NEIGHBOR NOTIFICATION (February 2010)

As a courtesy to one's neighbors, the homeowner must share his/her proposed project design with immediate neighbors. A courtesy Neighbor Notification should be given for projects such as: porch enclosures; fences; decks; spas; and major landscaping. Replacement of existing landscaping, roofing, siding, windows, doors, etc. that do not change the original appearance of the house are not viewed as changes that suggest Neighbor Notification.

HOMEOWNER INFORMATION

Name _____	Home phone _____
Address _____	Work phone _____
Email _____	Cell Phone _____

DESCRIPTION OF REQUEST

(Please attach all supporting documentation as required)

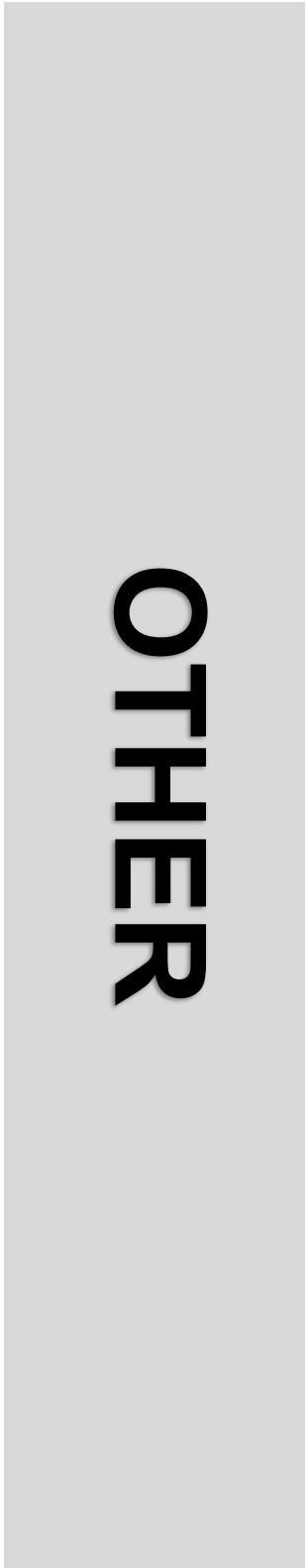
NEIGHBOR REVIEW, SIGNATURES/APPROVAL

I/we have reviewed the above application and plans and other information, and herewith provide our recommendation to the Board of Trustees

Name _____
Address _____
Comments _____

Recommend Approval _____ Recommend Disapproval _____
Signature _____ Date _____

OTHER



WELLINGTON MANOR HOMEOWNER ASSOCIATION
ARCHITECTURAL REQUEST FORM

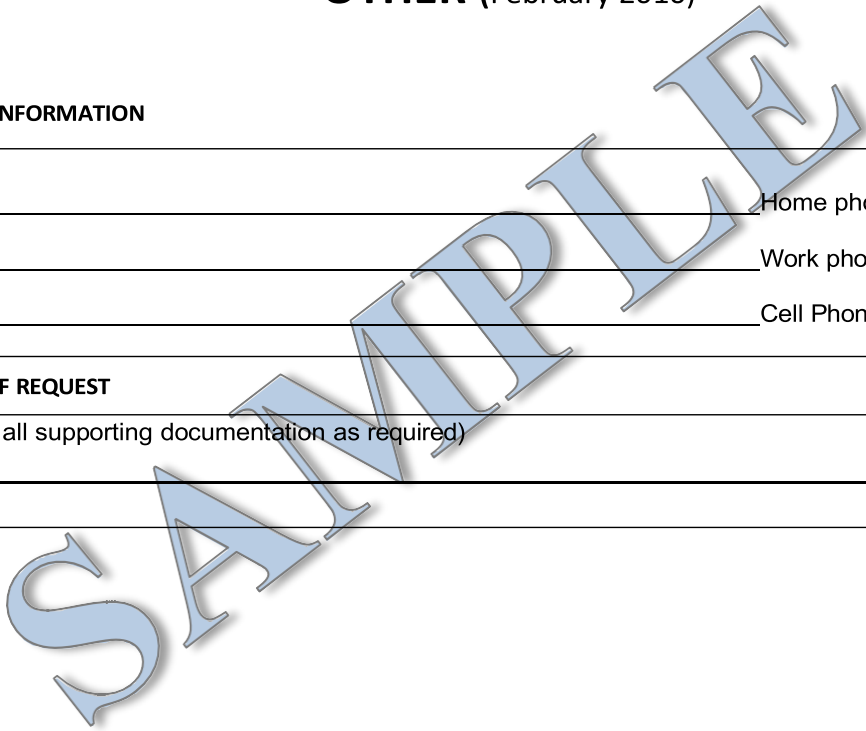
OTHER (February 2010)

HOMEOWNER INFORMATION

Name _____	Home phone _____
Address _____	Work phone _____
Email _____	Cell Phone _____

DESCRIPTION OF REQUEST

(Please attach all supporting documentation as required)



SIGNATURES/APPROVAL

Homeowner Signature _____	Date _____
Architectural Review Committee Recommendation _____	Date _____
Board Approval/Disapproval _____	Date _____

Hopewell Township
LOT AREA CALCULATIONS

WELLINGTON MANOR HOMEOWNER ASSOCIATION ARCHITECTURAL REQUEST FORM
 HOPEWELL TOWNSHIP ZONING OFFICE
 LOT COVERAGE CALCULATIONS (February 2010)

HOMEOWNER INFORMATION

Name _____	Home phone _____
Address _____	Work phone _____
Email _____	Cell Phone _____

PROPERTY LOCATION and INFORMATION

Block Number _____	Lot Number _____
Total Lot Area _____ (In square feet) lot length X lot width	

Impervious Coverage is defined as any material that prevents the absorption of Storm water into the ground. (Driveways, patios, and walks are impervious areas, however open decks are pervious.)

House Footprint (including garage)	square feet

Driveway Area	square feet

Sidewalks	square feet

Patio(s)	square feet

Other	square feet

TOTAL	square feet

Calculation: Total Impervious _____ **square feet divided by**

Total Lot Area _____ **square feet equals** _____ **percent (%)**

SIGNATURE

Homeowner Signature _____	Date _____
---------------------------	------------

Hopewell Township
APPLICATION FOR ZONING PERMIT



TOWNSHIP OF HOPEWELL

MERCER COUNTY
201 WASHINGTON CROSSING – PENNINGTON ROAD
TITUSVILLE, NEW JERSEY 08560-1410

Robert J. Miller
Zoning Officer

Phone: 609-737-0612 Extension 643
Fax: 609-737-2770
rmiller@hopewelltpw.org

Application for Zoning Permit

****Please fill out both sides of this form****

Block _____ Lot _____ Zoning District _____

Name of Applicant _____

Project Location _____

Owner _____

Address _____

Phone (H) _____ (C) _____ (W) _____ Fax _____

Applicant's Signature _____ Date _____

Fill in existing and proposed conditions:

	Existing	Proposed
Lot Area:	_____	_____
Width	_____	_____
Depth	_____	_____
Setback: Front	_____	_____
Rear	_____	_____
Left	_____	_____
Right	_____	_____
Fence Height:	_____	_____
Building Height	_____	_____
Lot Coverage (%)	_____	_____
Bldg. Coverage (Sq.')	_____	_____
1 st floor	_____	_____
2 nd floor	_____	_____
Total	_____	_____
Floor area ratio	_____	_____
Fence height	_____	_____

SAMPLE

Twp. requirements for zone or property. (office use only)



Is lot located in "Special Flood Hazard Area", pursuant to Chapter 12-2? _____
Is lot located within 1,000 feet of Delaware & Raritan Canal? _____
Is lot located within Hopewell Township Stream Corridor? _____

*** A plan must be included for every zoning review.**

1. On a Plot Plan, identify all existing and proposed structures, including well and septic locations.
State dimensions for all structures and locations.

***NOTE:** Addition of bedroom space as defined in Township Ordinance 16-12, requires approval by the Hopewell Township Health Department, and any expansion or conversion to commercial use requires site plan approval.

Septic _____ Sewer _____ Well _____ City water _____ Year dwelling constructed _____

2. Use and Activity Statement: Residential _____ Other _____

The use for the premises described on this application is:

Current _____

Proposed _____

Describe the activity/activities to be conducted in principal building and/or any activity/activities to be conducted in any accessory building(s) _____

Are any of the activity/activities described in #2 above conducted as a non-conforming use? () No () Yes
If yes, attach supporting facts.

3. Have you, a previous owner or other person applied for a building permit or made any other application to the Construction Official, the Zoning Board of Adjustment or the Planning Board involving the property?
() No () Yes

If yes, attach the information to this application. State the date, nature and disposition of each application.

NOTE: the approval of this permit does not relieve the applicant of the responsibility for obtaining other required local, state and federal approvals, including but not limited to: building, electrical, fire and plumbing permits.

This is to certify that the premises described, together with any building thereon, are for the use proposed.

() Approved _____

() Denied – reason for denial _____

Signature _____ Date: _____

Robert J. Miller
Zoning Officer



BLANK PAGE

Hopewell Township
MEMORANDUM FROM TOWNSHIP ENGINEER

Paul E. Pogorzelski, P.E.
Hopewell Township Administrator/Engineer
201 Washington Crossing-Pennington Road
Titusville, NJ 08560
609-737-0605 Ext 664
609-737-6839 Fax

**WELLINGTON MANOR HOMEOWNERS ASSOCIATION CONDITIONS FOR
HOPEWELL TOWNSHIP PERMIT APPROVAL**

The majority of property within the Wellington Manor Homeowners Association, is relatively flat, and is comprised of non-porous, clay type soils that do not promote drainage. Therefore, the following comments shall serve as conditions of any permit issued by Hopewell Township:

1. This area is extremely flat and has little slope to convey rainfall runoff around the lot and adjoining lots. Therefore, there shall be no landscaping or landscape mulching installed in any swale or depression that presently conveys rainfall runoff. Likewise, there shall be no site grading activities that interfere with the flow of rainfall runoff around the property. If any of the activities stated occur, the permitted accepts full responsibility for any and all damages resulting from the same.
2. Care shall be exercised to keep all roof drains open and free flowing.
3. The owner shall make themselves aware of all wetlands and wetland transition areas and there shall be NO DISTURBANCE OF THESE AREAS WHATSOEVER.
4. Approvals shall be granted by the Homeowner Association.

February 2010