

**Springfield Park Place
Policy Resolutions
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Received & Recorded Deed-1
 Union County, NJ Inst# 253696
 8/21/2014 14:11
 Joanne Rajoppi
 County Clerk Consider. .00
 Operator RT Fee .00
 DIAS

Pgs-121

SPRINGFIELD PARK PLACE COI



POLICY RESOLUTION NO. _____

PERTAINING TO ALTERNATIVE DISPUTE RESOLUTION PROCEDURES

WHEREAS, the Springfield Park Place Condominium Association, Inc., is a New Jersey non-profit corporation, having its offices at c/o Community Manager, Attn: Angela Pizzi, 955 S. Springfield Avenue, Unit 2308, Springfield, New Jersey 07081 (hereinafter referred to as the "Association"); and

WHEREAS, the Association was created by, among other documents, the Master Deed of the Association (the "Master Deed") with attached Bylaws (the "Bylaws"), as may be amended from time to time, recorded in the **Office of the Union County Clerk on May 26, 1988 in Deed Book 3552, Page 688, et. seq.**;

WHEREAS, Bylaws, Article V, Section 5.01(f) states that the Board has authority "[t]o adopt, amend, or publish Rules and Regulations covering the details of the operation and use of the General Common Elements and Residential Limited Common Elements"; and

WHEREAS, Bylaws, Article II, Section 2.05 states that "if Rules and Regulations governing the use of the Common Elements and the conduct of persons thereon have been adopted and published, as authorized in these By-Laws, the rights and privileges of any person in violation thereof may be suspended at the discretion of the Board for a period not to exceed thirty (30) days for any single violation, but if the violation is of a continuing nature, such rights and privileges may be suspended indefinitely until such time as the violation is abated."; and

WHEREAS, Master Deed, Article 9, Section 9.01(f)(ii) states that the board has the right to "suspend the enjoyment and voting rights of any Unit Owner for any period during which any infraction of its published Rules and Regulations continues, it being understood that any suspension for either non-

086018-0637

payment of any assessment or a breach of the Rules and Regulations of the Association shall not constitute a waiver or discharge of the Unit Owner's obligation to pay the assessment.”; and

WHEREAS, Master Deed, Section 11.02 states that the Board “shall have the power to make such Rules and Regulations as may be necessary to carry out the intent of these use restrictions, and shall have the right to bring lawsuits to enforce the Rules and Regulations so promulgated. The Board shall further have the right to levy fines for violations of these regulations, provided that the fine for a single violation may not, under any circumstances, exceed \$25.00. Each day that a violation continues after receipt of notice by the Unit Owner may be considered as a Common Expense to be levied against the particular Unit Owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses, including the right of lien.”; and

WHEREAS, N.J.S.A. 46:8B-14(k) states that the Association shall provide a fair and efficient procedure for the resolution of housing-related disputes between owners and the Association, as an alternative to litigation, and that a person other than an officer or trustee of the Association shall be available to address said dispute; and

WHEREAS, the Board has determined that it is in the best interest of the Association to establish a procedure for alternative dispute resolutions (or “ADR”) in the event the Board or Covenants Committee must take action to enforce the provisions of the Governing Documents.

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

I. ESTABLISHMENT OF THE COMMITTEE

- A. An Alternative Dispute Resolution Committee (“Committee”) is hereby created. The Committee shall consist of no less than three (3) but no more than five (5) individuals who are not officers of the Association, members of the Board, or involved in the dispute. These Committee members shall consist of neutral parties, such as volunteers from the community or people asked based on their expertise. If there are no volunteers to serve on

the Committee, the Board reserves the right to hire a neutral mediator to render a recommendation. Committee members shall be appointed by the Board. Each member shall serve for a term of one year. Any member of the Committee may be dismissed, with or without cause, by the Board without notice. However, during any case in which the Board is a party to the dispute, the Board may only remove a member of the Committee if a specific conflict arises or other similar crucial reason arises during the course of a proceeding which requires dismissal. Quorum necessary for conducting alternate dispute resolution shall be three Committee members.

II. DISPUTE RESOLUTION

A. The Committee shall provide a forum for resolution of housing-related disputes between individual unit owners and the Association and between unit owners as an alternative to litigation. However, if the matter falls within a legitimate exercise of Board discretion, it shall not be subject to alternative dispute resolution. Housing-related disputes do not include disputes involving sums which are properly assessed to unit owners pursuant to the Association's Governing Documents. However, alternative dispute resolution shall provide a method to dispute whether the Board made an assessment or levied a fine in accordance with the Association's Governing Documents. Alternative dispute resolution may also be used to dispute the method of calculation of an individual's assessment or the fact that payment was made.

1. Complaint

Housing-related complaints must be filed in writing with the Association's Property Manager. The Property Manager may also file a complaint directly. The Property Manager shall then refer the dispute to the Committee. The Complaint must set forth the acts or omissions complained of and should be as specific as possible as to times, dates, places, and persons involved. To the extent possible, the Complaint

should specify the provision(s) of the Governing Documents alleged to have been violated.

2. Mediation Date and Service

The Committee shall set a mediation date that is within thirty (30) days of the Committee's receipt of the written Complaint. At least ten (10) days prior to any mediation, the Committee shall serve a copy of the Complaint, or serve the details thereof, which may be in the form of a letter (either document to be known as the "Notice of Mediation"), upon the respondent by (1) personal service or (2) by registered or certified mail, return receipt requested and via regular mail, addressed to respondent at the respondent's last known address. Service by mail will be deemed effective in the event proof of certified mailing is not secured, if the regular mailing is not returned. The Committee must decide adjournments.

3. Contents of the Notice of Mediation

The Notice of Mediation must set forth the time, place, and date of the mediation. The Notice of Mediation shall contain a statement that the respondent may be present at the mediation; may, but need not be, represented by counsel; may present any relevant evidence, and shall be given full opportunity to cross-examine all witnesses testifying against the respondent; is entitled to request the attendance of witnesses and the production of books, documents, or other items by applying to the Board or managing agent.

4. Amended or Supplemental Complaints

At any time prior to the mediation date, the Committee may file or permit the filing of an Amended or Supplemental Complaint. All parties must be notified in the same manner as notified of the original Complaint, and, if necessary, a new mediation date will be scheduled. If new charges are presented, the respondent may file a Supplemental Answer.

5. Discovery

At any time after service of the Notice of Mediation and prior to the date for mediation, either party may request the Board or the Managing Agent to provide the names and addresses of witnesses to be called, and copies of any statements, writings, and investigative reports to be introduced at the mediation. It shall be the obligation, however, of any individual to which such information is provided, to utilize same only for legitimate purposes in the context of the mediation. Failure to do so shall subject the individual to liability and/or penalties.

6. Mediation

The Committee will select a person who need not be an owner or a member of the Committee to preside as mediation officer. It is the duty of the mediation officer to explain the rules and procedures by which the mediation is to be conducted. Generally, any relevant evidence may be admitted and hearsay evidence may be used to supplement or explain other evidence, but will not be sufficient in itself to support a finding. Counsel for the Association may be present at the mediation.

At the request of either complainant or respondent, or on its own motion, the Committee may conduct the mediation in private session.

Each party has the right to:

- a. make a statement;
- b. introduce evidence, testimony, and witnesses;
- c. cross-examine opposing parties and witnesses; and
- d. rebut evidence and testimony.

Technical rules of evidence or procedures may be relaxed by the mediation officer who, nevertheless, may reserve the right to exclude all irrelevant, immaterial, or repetitious evidence. The mediation officer also has the discretion to impose reasonable limits on the time allowed to testify and the number of witnesses.

In the event that the respondent fails to appear at the mediation, the Committee will consider the evidence before it and make a decision.

Oral evidence may be taken only on oath or affirmation administered by the mediation officer.

Whenever the Committee has commenced to hear a matter, and a member withdraws before a decision, the remaining members will continue to hear the case and the committee chairman will name a replacement for the withdrawing member who will make his decision from the existing record.

7. Challenges to the Committee

Each member of the Committee must be able to perform in a disinterested and objective manner in consideration of the case before it, or must disqualify him/herself and have it so recorded in the minutes. If a challenged Committee member does not recuse him/herself, the other members can unanimously decide the matter or, if split, the matter shall be left to the presiding mediation officer. In the event neither of those methods is successful, the objection shall be placed on the record, and the matter will be allowed to proceed. If the objecting party is the initiating party and the matter does not involve the appeal of an adverse action, that party shall be permitted to withdraw the alternative dispute resolution request. If the presiding officer does more than simply explain the rules, either party may challenge him for cause.

8. Committee Recommendation

The ADR Committee should issue its decision within forty-five (45) days after a complaint is filed. The ADR Committee's decision is not binding on either party. A Committee decision must have the support of a majority of those mediating the matter (a quorum being present). Copies of the decision must be delivered to the parties by personal service or regular mail.

9. Costs

The cost of alternative dispute resolution is a common expense. Any costs associated with the mediation shall be borne by the Association.

III. MISCELLANEOUS

- A. The Association's attorney may give guidance in advance of a specific case to the Committee or its members. However, once a matter has begun the Committee can either operate on its own or is empowered to seek guidance from independent counsel.
- B. Notwithstanding anything stated herein and/or decision of the Committee, the Association may exercise all rights and remedies available to it at law, in equity and/or pursuant to the Association's Governing Documents.
- C. Any provision contained in any previously adopted resolution of the Association which conflicts with any provision set forth herein, shall be deemed void and the provision contained herein shall govern.
- D. **The Committee's findings, its decisions and anything or statement presented to the Committee by the Association shall be inadmissible in any court for any purpose whatsoever unless consented to in writing by both the Association and the parties to the dispute.**
- E. Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

Resolution Type: Policy No.

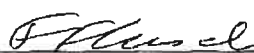
Pertaining To: Alternative Dispute Resolution Procedures

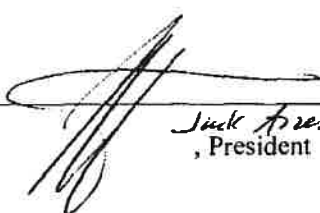
Duly adopted at a meeting of the Board of Directors of the Springfield Park Place Condominium Association, Inc., held this _____ day of _____, 2014.

<u>Officer</u>	<u>Vote:</u>	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____, Director	✓	—	—	—	—
_____, Director	✓	—	—	—	—
_____, Director	✓	—	—	—	—
_____, Director	✓	—	—	—	—
_____, Director	✓	—	—	—	—
_____, Director	✓	—	—	—	—
_____, Director	✓	—	—	—	—

Attest:

Springfield Park Place Condominium Association, Inc.


_____, Secretary


_____, President

File:
Book of Minutes:
Book of Resolutions:

	Book No.	Page No.
Policy	_____	_____
Administrative	_____	_____
Special	_____	_____
General	_____	_____

Resolution Effective: _____, 2014.

DB6018-0644

NOW THEREFORE, Jack Aizenma, the President of Springfield Park Place Condominium Association, Inc., based on the authority granted by the Association's Master Deed, Bylaws, and the Board of Directors vote reflected above, hereby submits this resolution for recordation in the Union County Clerk's Office.

Springfield Park Place Condominium Association, Inc.,

Jack Aizenma, President

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss.
COUNTY OF UNION)

On the 18 day of June, 2014, Jack Aizenma personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed and delivered the foregoing document as the President of Springfield Park Place Condominium Association, Inc. (the "Association"); and

(b) this document was signed and delivered by the Association as its voluntary act and deed by virtue of authority from its Board of Directors.

Signed and sworn to before me on
June 18, 2014.

Ed Kwiatkowski
NOTARY PUBLIC OF
NEW JERSEY

EDWARD KWIATKOWSKI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 09/11/2018

RECORD AND RETURN TO:
MCGOVERN LEGAL SERVICES, LLC
P.O. Box 1111
NEW BRUNSWICK, NJ 08903-1111
(732)-246-1221

086018-0645

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

POLICY RESOLUTION NO. _____

REGARDING INSURANCE DEDUCTIBLES

WHEREAS, the Springfield Park Place Condominium Association, Inc., is a New Jersey non-profit corporation, having its offices at c/o Community Manager, Attn: Angela Pizzi, 955 S. Springfield Avenue, Unit 2308, Springfield, New Jersey 07081 (hereinafter referred to as the "Association"); and

WHEREAS, the Association was created by, among other documents, the Master Deed of the Association (the "Master Deed") with attached Bylaws (the "Bylaws"), as may be amended from time to time, recorded in the **Office of the Union County Clerk on May 26, 1988 in Deed Book 3552, Page 688, et. seq.**;

WHEREAS, Bylaws, Article V, Section 5.01(f) states that the Board has authority "[t]o adopt, amend, or publish Rules and Regulations covering the details of the operation and use of the General Common Elements and Residential Limited Common Elements"; and

WHEREAS, N.J.S.A. 46:8B-14(c) provides that that Board has the power to adopt rules governing the use and operation of the condominium and the condominium property.

WHEREAS, Bylaws, Article V, Section 5.01(l) states that the Board shall have the power to "enforce obligations of the Unit Owners and do anything and everything else necessary and proper for the sound management of the Condominium, including the right to bring or defend lawsuits to enforce the terms, conditions and restrictions contained in the Master Deed, the Certificate of Incorporation, these By-Laws, or the Rules and Regulations"; and

WHEREAS, Bylaws, Article X, Section 10.01(l) states that the Board shall have the power to "enforce the terms of this instrument or any Rule or Regulation promulgated pursuant thereto, by any or all of the following: self-help; sending notice to the offending party to cause certain things to be done or undone: restoring the Association to its original position and charging the breaching party with the entire

cost or any part thereof by complaint to the duly constituted authorities: or by taking any other action before any court, summary or otherwise, as may be provided by law.”; and

WHEREAS, Master Deed, Section 11.02 states that the Board “shall have the power to make such Rules and Regulations as may be necessary to carry out the intent of these use restrictions, and shall have the right to bring lawsuits to enforce the Rules and Regulations so promulgated.”; and

WHEREAS, Master Deed, Section 16.04 states, “[i]f the damage is only to those parts of a Unit for which the responsibility for maintenance and repair is that of the Unit Owner, then that Unit Owner shall be responsible for reconstruction and repair, but the proceeds of any insurance that may have been obtained by the Association shall be made available for such purpose. Subject to the provisions of this Master Deed, in all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.”; and

WHEREAS, the Board has reviewed how such insurance claims can be treated equitably and determined to issue a written policy concerning such claims; and

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

I. LIABILITY FOR INSURANCE DEDUCTIBLES

- A. If damage is sustained to a portion of the condominium common elements for which the Association is responsible to maintain, repair, or replace as set forth in the governing documents, then the Association will be responsible for payment of the insurance deductible which is incurred to repair such damage. However, if such damage is sustained as the result of negligence, recklessness or a willful act of any unit owner or the occupants, tenants, employees, agents, or guests of the unit owner, the insurance deductible shall be the sole responsibility of that unit owner along with any expenses not paid for by the Association’s insurance carrier.
- B. If damage is sustained by a portion of the condominium for which the unit owner is responsible to replace, repair or maintain, but that damage is covered by a master

insurance policy maintained by the Association, then the unit owner will be responsible for payment of any insurance deductible.

- C. In the event that damage is sustained to the common elements and, at the same time, to a unit, then the Board shall apportion monetary responsibility according to the dollar amounts of the respective insured losses solely for the purpose of determining the amount of damages.
- D. Notwithstanding the foregoing, any expense which is incurred in an effort to maintain, repair, or replace any portion of the condominium common property or any unit, which is damaged by the negligence or carelessness of any unit owner or the occupants, tenants, employees, agents, or guests of the unit owner, shall be the sole responsibility of that unit owner. The determination as to carelessness or negligence will be in the sole discretion of the Board of Directors, with the assistance of its insurance carrier, legal counsel and management, which shall charge the responsible unit owner in that event.
- E. Failure by any owner to pay any insurance deductible will result in the Association paying same and treating the failure as a payment default, giving rise to the Association to collect the monies owed in the same manner as delinquent maintenance fees.

II. UNIT OWNERS MUST MAINTAIN HOME OWNER'S INSURANCE AND PROVIDE PROOF OF SAME ANNUALLY

- A. Each owner must provide the management company with a copy of their homeowners' insurance policy declaration page, on or before March 1 of each year.

- B. Failure by any owner to provide the Association with any requested homeowner insurance declaration will result in the Association levying a \$10.00 (ten) dollar fine until the homeowner provides the Association with information satisfactory to the Association. Each day an owner fails to provide the requested homeowner insurance policy information shall be treated as a separate and continuing violation. The enforcement of this Paragraph shall be subject to the Association's alternative dispute policy.
- C. Notwithstanding any of the above, the Association may exercise all rights and remedies available to it at law, in equity and/or pursuant to the Master Deed and By-Laws.
- D. Should any provision hereof be determined to be invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.
- E. Any provision contained within any previously adopted resolution of the Association, which conflicts with any provisions set forth herein, shall be deemed void and the provision contained herein shall govern.

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

Resolution Type: Policy No.

Pertaining To: Insurance Deductible

Duly adopted at a meeting of the Board of Directors of the Springfield Park Place Condominium


Association, Inc., held this _____ day of _____, 2014.

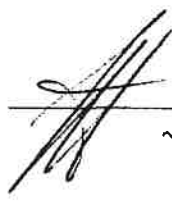
Officer Vote:

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—

Attest:

Springfield Park Place Condominium
Association, Inc.


_____, Secretary


_____, President

File:
Book of Minutes:
Book of Resolutions:

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

Resolution Effective: _____, 2014.

086018-0650

NOW THEREFORE, Jack Aronson, the President of Springfield Park Place Condominium Association, Inc., based on the authority granted by the Association's Master Deed, Bylaws, and the Board of Directors vote reflected above, hereby submits this resolution for recordation in the Union County Clerk's Office.

Springfield Park Place Condominium Association, Inc.,

Jack Aronson, President

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss.
COUNTY OF UNION)

On the 18 day of June, 2014, Jack Aronson personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed and delivered the foregoing document as the President of Springfield Park Place Condominium Association, Inc. (the "Association"); and

(b) this document was signed and delivered by the Association as its voluntary act and deed by virtue of authority from its Board of Directors.

Signed and sworn to before me on
June 18, 2014.

Ed Kwiatkowski
NOTARY PUBLIC OF
NEW JERSEY

EDWARD KWIATKOWSKI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 01/1/2018

RECORD AND RETURN TO:
MCGOVERN LEGAL SERVICES, LLC
P.O. Box 1111
NEW BRUNSWICK, NJ 08903-1111
(732)-246-1221

086018-0651

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

POLICY RESOLUTION NO. _____

REGARDING GARAGE & ESTATE SALES

WHEREAS, the Springfield Park Place Condominium Association, Inc., is a New Jersey non-profit corporation, having its offices at c/o Community Manager, Attn: Angela Pizzi, 955 S. Springfield Avenue, Unit 2308, Springfield, New Jersey 07081 (hereinafter referred to as the "Association"); and

WHEREAS, the Association was created by, among other documents, the Master Deed of the Association (the "Master Deed") with attached Bylaws (the "Bylaws"), as may be amended from time to time, recorded in the **Office of the Union County Clerk on May 26, 1988 in Deed Book 3552, Page 688, et. seq.;**

WHEREAS, Bylaws, Article V, Section 5.01(f) states that the Board has authority "[t]o adopt, amend, or publish Rules and Regulations covering the details of the operation and use of the General Common Elements and Residential Limited Common Elements"; and

WHEREAS, N.J.S.A. 46:8B-14(c) provides that that Board has the power to adopt rules governing the use and operation of the condominium and the condominium property.

WHEREAS, Bylaws, Article V, Section 5.01(l) states that the Board shall have the power to "enforce obligations of the Unit Owners and do anything and everything else necessary and proper for the sound management of the Condominium, including the right to bring or defend lawsuits to enforce the terms, conditions and restrictions contained in the Master Deed, the Certificate of Incorporation, these By-Laws, or the Rules and Regulations"; and

WHEREAS, Bylaws, Article X, Section 10.01(l) states that the Board shall have the power to "enforce the terms of this instrument or any Rule or Regulation promulgated pursuant thereto, by any or all of the following: self-help; sending notice to the offending party to cause certain things to be done or undone; restoring the Association to its original position and charging the breaching party with the entire

cost or any part thereof by complaint to the duly constituted authorities: or by taking any other action before any court, summary or otherwise, as may be provided by law.”; and

WHEREAS, Master Deed, Section 11.02 states that the Board “shall have the power to make such Rules and Regulations as may be necessary to carry out the intent of these use restrictions, and shall have the right to bring lawsuits to enforce the Rules and Regulations so promulgated.”; and

WHEREAS, Master Deed, Section 11.01(a) states, “No Townhouse Unit, except those Townhouse Units owned by the Sponsor and used as sales offices, administrative offices or models, shall be used for any purpose other than as a private residence.”; and

WHEREAS, Master Deed, Section 11.01(m) states, “No noxious or offensive activities shall be carried on, in or upon the Common Elements or in any Unit nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other Owners, occupants or residents in the Condominium.”; and

WHEREAS, Master Deed, Section 11.01(w) states, “No business, trade or profession shall be conducted in any Townhouse Unit.”; and

WHEREAS, the Board has determined that garage sales or estate sales (i) are not incidental to the private residential character of the community, as they involve conducting a business or commercial event, and (ii) interfere with the peaceful enjoyment of the premises by other unit owners, by creating congestion and traffic within the community that constitute an unreasonable annoyance or nuisance; and

WHEREAS, the Board has determined that it is in the best interest of the Association that the following rules prohibiting garage sales and estate sales be adopted; and

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

1. No garage sales, estate sales, or similar activities shall be held or conducted within any garage or upon the exterior ground of the Condominium.
2. This rule shall be effective from the date of adoption.
3. Notwithstanding any provision herein, the Association may exercise any and all rights and

remedies available to it at law, in equity and/or pursuant to its Master Deed and By-Laws.

4. Should any provision herein be determined to be invalid, the remaining provisions herein shall remain in full force and effect.
5. Any provision contained within any previously adopted resolution of the Association, which conflicts with any provisions set forth herein, shall be deemed void and the provision contained herein shall govern.

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

Resolution Type: Policy No.

Pertaining To: Garage & Estate Sales

Duly adopted at a meeting of the Board of Directors of the Springfield Park Place Condominium Association, Inc., held this _____ day of _____, 2014.

Officer

Vote:

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—

Attest:

Springfield Park Place Condominium Association, Inc.

_____, Secretary

Jack Aronson, President

File:
Book of Minutes:
Book of Resolutions:

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

Resolution Effective: _____, 2014.

986018-0655

NOW THEREFORE, Jack Aronman, the President of Springfield Park Place Condominium Association, Inc., based on the authority granted by the Association's Master Deed, Bylaws, and the Board of Directors vote reflected above, hereby submits this resolution for recordation in the Union County Clerk's Office.

Springfield Park Place Condominium Association, Inc.,

[Signature]
Jack Aronman, President

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss.
COUNTY OF UNION)

On the 18 day of June, 2014, Jack Aronman personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed and delivered the foregoing document as the President of Springfield Park Place Condominium Association, Inc. (the "Association"); and
- (b) this document was signed and delivered by the Association as its voluntary act and deed by virtue of authority from its Board of Directors.

Signed and sworn to before me on
June 18, 2014.

[Signature]
NOTARY PUBLIC OF
NEW JERSEY

EDWARD KWIATKOWSKI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/11/2018

RECORD AND RETURN TO:
MCGOVERN LEGAL SERVICES, LLC
P.O. Box 1111
NEW BRUNSWICK, NJ 08903-1111
(732)-246-1221

086018-0656

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

POLICY RESOLUTION NO. _____

REGARDING FIREWOOD

WHEREAS, the Springfield Park Place Condominium Association, Inc., is a New Jersey non-profit corporation, having its offices at c/o Community Manager, Attn: Angela Pizzi, 955 S. Springfield Avenue, Unit 2308, Springfield, New Jersey 07081 (hereinafter referred to as the "Association"); and

WHEREAS, the Association was created by, among other documents, the Master Deed of the Association (the "Master Deed") with attached Bylaws (the "Bylaws"), as may be amended from time to time, recorded in the **Office of the Union County Clerk on May 26, 1988 in Deed Book 3552, Page 688, et. seq.**;

WHEREAS, Bylaws, Article V, Section 5.01(f) states that the Board has authority "[t]o adopt, amend, or publish Rules and Regulations covering the details of the operation and use of the General Common Elements and Residential Limited Common Elements"; and

WHEREAS, N.J.S.A. 46:8B-14(c) provides that that Board has the power to adopt rules governing the use and operation of the condominium and the condominium property.

WHEREAS, Bylaws, Article V, Section 5.01(l) states that the Board shall have the power to "enforce obligations of the Unit Owners and do anything and everything else necessary and proper for the sound management of the Condominium, including the right to bring or defend lawsuits to enforce the terms, conditions and restrictions contained in the Master Deed, the Certificate of Incorporation, these By-Laws, or the Rules and Regulations"; and

WHEREAS, Bylaws, Article X, Section 10.01(l) states that the Board shall have the power to "enforce the terms of this instrument or any Rule or Regulation promulgated pursuant thereto, by any or all of the following: self-help; sending notice to the offending party to cause certain things to be done or undone: restoring the Association to its original position and charging the breaching party with the entire

086018-0657

cost or any part thereof by complaint to the duly constituted authorities: or by taking any other action before any court, summary or otherwise, as may be provided by law.”; and

WHEREAS, Master Deed, Section 11.02 states that the Board “shall have the power to make such Rules and Regulations as may be necessary to carry out the intent of these use restrictions, and shall have the right to bring lawsuits to enforce the Rules and Regulations so promulgated.”; and

WHEREAS, Master Deed, Section 11.01(m) states, “No noxious or offensive activities shall be carried on, in or upon the Common Elements or in any Unit nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other Owners, occupants or residents in the Condominium.”; and

WHEREAS, the Board finds as fact that firewood is being stacked and maintained in piles within garages or in immediate contact with parts of buildings, which are Common Elements; and

WHEREAS, the Board has determined that it is in the best interest of the Association that the following rules regarding the storage of firewood are adopted; and

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

1. No firewood may be stacked or maintained inside any garage.
2. All firewood must be stacked and maintained on patios or decks, in a ring or elevated firewood holder.
3. No firewood maintained in a ring or elevated firewood holder may be placed directly against the exterior surface of any building.
4. This rule shall be effective from the date of adoption.
5. Any firewood improperly attacked or maintained as of the effective date of this resolution shall be brought into compliance with this resolution within thirty (30) days.
6. Notwithstanding any provision herein, the Association may exercise any and all rights and remedies available to it at law, in equity and/or pursuant to its Master Deed and By-Laws.
7. Should any provision herein be determined to be invalid, the remaining provisions herein

shall remain in full force and effect.

8. Any provision contained within any previously adopted resolution of the Association, which conflicts with any provisions set forth herein, shall be deemed void and the provision contained herein shall govern.

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

Resolution Type: Policy No.

Pertaining To: Firewood

Duly adopted at a meeting of the Board of Directors of the Springfield Park Place Condominium Association, Inc., held this _____ day of _____, 2014.

Officer

Vote:

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—

Attest:

Springfield Park Place Condominium Association, Inc.

_____, Secretary

_____, President

File:
Book of Minutes:
Book of Resolutions:

	Book No.	Page No.
Policy	_____	_____
Administrative	_____	_____
Special	_____	_____
General	_____	_____

Resolution Effective: _____, 2014.

086018-0660

NOW THEREFORE, Jack Arzenman, the President of Springfield Park Place Condominium Association, Inc., based on the authority granted by the Association's Master Deed, Bylaws, and the Board of Directors vote reflected above, hereby submits this resolution for recordation in the Union County Clerk's Office.

Springfield Park Place Condominium Association, Inc.,

Jack Arzenman, President

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss.
COUNTY OF UNION)

On the 18th day of JUNE, 2014, Jack Arzenman personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed and delivered the foregoing document as the President of Springfield Park Place Condominium Association, Inc. (the "Association"); and
- (b) this document was signed and delivered by the Association as its voluntary act and deed by virtue of authority from its Board of Directors.

Signed and sworn to before me on JUNE 18, 2014.

Maxine Farber
NOTARY PUBLIC OF
NEW JERSEY

MAXINE FARBER
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/31/2016

RECORD AND RETURN TO:
MCGOVERN LEGAL SERVICES, LLC
P.O. Box 1111
NEW BRUNSWICK, NJ 08903-1111
(732)-246-1221

086018-0661

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

POLICY RESOLUTION NO. _____

PERTAINING TO RETRACTABLE AWNING MODIFICATIONS

WHEREAS, the Springfield Park Place Condominium Association, Inc., is a New Jersey non-profit corporation, having its offices at c/o Community Manager, Attn: Angela Pizzi, 955 S. Springfield Avenue, Unit 2308, Springfield, New Jersey 07081 (hereinafter referred to as the "Association"); and

WHEREAS, the Association was created by, among other documents, the Master Deed of the Association (the "Master Deed") with attached Bylaws (the "Bylaws"), as may be amended from time to time, recorded in the **Office of the Union County Clerk on May 26, 1988 in Deed Book 3552, Page 688, et. seq.;**

WHEREAS, Bylaws, Article V, Section 5.01(f) and N.J.S.A. 46:8B-14(c) provide that the Board has authority "[t]o adopt, amend, or publish Rules and Regulations covering the details of the operation and use of the General Common Elements and Residential Limited Common Elements"; and

WHEREAS, Master Deed, Section 5.02(b) states that the Residential Limited Common Elements include "exterior or interior bearing or main walls and floors in the Buildings containing the Townhouse Units"; and

WHEREAS, Master Deed, Section 11.01(f) states "no sign, awning, grill, fence, canopies, shutters, or radio or television antenna or aerial shall be erected or installed in or upon the Common Elements or any part thereof without the prior consent of the Board. Townhouse Unit Owners other than Sponsor shall not have the right to paint or otherwise decorate or change the appearance of any portion of the exterior of the Buildings containing the Townhouse Units."; and

WHEREAS, Bylaws, Article V, Section 5.01(l) states that the Board shall have the power to "enforce obligations of the Unit Owners and do anything and everything else necessary and proper for the sound management of the Condominium, including the right to bring or defend lawsuits to enforce the terms, conditions and restrictions contained in the Master Deed, the Certificate of Incorporation, these

086018-0662

By-Laws, or the Rules and Regulations”; and

WHEREAS, Bylaws, Article II, Section 2.05 states that “if Rules and Regulations governing the use of the Common Elements and the conduct of persons thereon have been adopted and published, as authorized in these By-Laws, the rights and privileges of any person in violation thereof may be suspended at the discretion of the Board for a period not to exceed thirty (30) days for any single violation, but if the violation is of a continuing nature, such rights and privileges may be suspended indefinitely until such time as the violation is abated.”; and

WHEREAS, Bylaws, Article X, Section 10.01(I) states that the Board shall have the power to “enforce the terms of this instrument or any Rule or Regulation promulgated pursuant thereto, by any or all of the following: self-help; sending notice to the offending party to cause certain things to be done or undone: restoring the Association to its original position and charging the breaching party with the entire cost or any part thereof by complaint to the duly constituted authorities: or by taking any other action before any court, summary or otherwise, as may be provided by law.”; and

WHEREAS, Master Deed, Section 11.02 states that the Board “shall have the power to make such Rules and Regulations as may be necessary to carry out the intent of these use restrictions, and shall have the right to bring lawsuits to enforce the Rules and Regulations so promulgated.”; and

WHEREAS, Master Deed, Section 11.02 states that the Board “shall have the power to make such Rules and Regulations as may be necessary to carry out the intent of these use restrictions, and shall have the right to bring lawsuits to enforce the Rules and Regulations so promulgated. The Board shall further have the right to levy fines for violations of these regulations, provided that the fine for a single violation may not, under any circumstances, exceed \$25.00. Each day that a violation continues after receipt of notice by the Unit Owner may be considered as a Common Expense to be levied against the particular Unit Owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses, including the right of lien.”; and

WHEREAS, the Board has determined it necessary and desirable to establish and adopt a

uniform procedure for Retractable Awning Modifications; and

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

I. RETRACTABLE AWNINGS

- A. Each Unit Owner must apply to the Association's Board for written permission to install a Retractable Awning by submitting a Modification Request Form.
- B. Upon approval of the proposed construction, every Unit Owner must enter into an Awning Modification Agreement regarding the installation, use, and maintenance of the awning on the common property (the "Modification Agreement"). A copy of the Modification Agreement is attached hereto as **Exhibit A**.
- C. The fully executed Modification Agreement shall be recorded as a covenant against the unit deed binding all future owners to the terms of the Modification Agreement.
- D. Notwithstanding anything to the contrary in the Governing Documents, the Owner, his/her successors and assigns will have the perpetual obligation and responsibility to pay in full for the maintenance, repair, replacement and restoration of the wall that the awning is attached to even though the Association may carry out such maintenance, repair, restoration and/or replacement.

II. PREVIOUSLY INSTALLED RETRACTABLE AWNINGS

- A. Every Unit Owner that has a retractable awning attached to their Unit in existence prior to the adoption of this Resolution must enter into a Modification Agreement with the Association within three months after this Resolution is adopted by the Board.
- B. The Unit Owners who have a retractable awning attached to their Unit prior to the adoption of this Resolution shall submit to the Association with the executed Modification Agreement and Indemnification Agreement, a check payable to "Springfield Park Place Condominium Association, Inc." in the amount deemed necessary to cover recording fees and administrative costs.

- C. The fully executed Modification Agreement shall be recorded as a covenant against the unit deed binding all future owners to the terms of the Agreements.

III. SAFETY

Retractable Awnings shall be installed and secured in a manner that complies with all applicable municipal, state and federal laws and regulations, as well as manufacturer's instructions.

IV. MAINTENANCE

- A. Once a Unit Owner installs an awning, he/she becomes responsible for the maintenance, repair, and replacement of the entire wall, including the portion constructed by the Developer.
- B. Unit Owners who install awnings are responsible for all associated costs, including but not limited to:
1. Repair, replacement, and maintenance of the awning;
 2. Repair of any property damaged by the awning; and
 3. Any and all damages caused to a person injured by the awning.
- C. Owners shall not permit their awnings to fall into disrepair or to become a safety hazard. Owners shall be responsible for remediation of any safety hazard posed by the awning.

V. ENFORCEMENT

- A. Any Unit Owner with an awning who fails to comply with the regulations set forth herein and fails to execute a Modification Agreement after the adoption of this Resolution must comply with the requirements specified herein within thirty (30) days of the Association providing written notice of the violation. If the violating awning is not removed and the wall returned to the original condition as constructed or the Unit Owners fails to execute a Modification Agreement within thirty (30) days of the written notice, the Association has the right to remove the awning, remedy any violation and/or damage and charge the Owner with the cost of such remediation and/or removal. In addition, a fine of twenty-five (\$25.00) dollars per day shall be imposed by the Association for each violation. Every day that the violation is

not corrected, an additional fine in the amount of twenty-five (\$25.00) dollars will be imposed. Prior to any fine being payable, the accused Owner shall have the right to participate in alternative dispute resolution (ADR) according to the Association's ADR resolution. The Association shall also be entitled to recover all attorney fees, costs, and expenses incurred in enforcement.

- B. If an awning poses a safety hazard, the Association may prohibit the installation, remove the awning, and/or seek injunctive relief.

VI. REMOVAL

Awning removal requires restoration of the installation location to its original condition. Owners shall be responsible for all costs related to restoration of this location.

VII. SEVERABILITY

Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.

VIII. INDEMNIFICATION

- A. By installing an awning or seeking approval for a previously installed awning, the Owner agrees to defend, indemnify and hold harmless the Association from liability for any damage or loss that occurs during, or in connection with, the installation or maintenance of any awning and to completely restore to original condition any installation location upon removal of the awning.
- B. By installing an awning, the Owner agrees to defend against any claims brought or actions filed against the Association with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.
- C. By installing an awning, the Owner agrees that if the Association, in enforcement of any part of this indemnity agreement, incurs expenses or becomes obligated to pay attorneys' fees or court costs, the Owner will reimburse the Association for such expenses, attorneys' fees, or

costs within thirty (30) days after receiving written notice from the Association of the incurring of such expenses, costs or obligations.

IX. AWNING SPECIFICS

- A. Only electrical retractable canvas awnings manufactured by Hudson Awnings are permitted, in order to assure uniformity of design and appearance. The only two permitted colors are grey tweed and brown tweed. Samples of each are available in the on-site office.
- B. All retractable canvas awnings must be professionally installed.
- C. Retractable canvas awnings may only be installed within deck or patio areas, and may not be installed in any other location, including over windows.

X. GENERAL

- A. Notwithstanding any of the above, the Association may exercise all rights and remedies available to it by law, in equity and/or pursuant to the Master Deed or Bylaws.
- B. Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.
- C. Any provision contained within any previously adopted resolution of the Association, which conflicts with any provision(s) set forth herein, shall be deemed void and the provision herein shall govern.

EXHIBIT A

086018-0668

MODIFICATION AGREEMENT REGARDING RETRACTABLE AWNINGS

THIS AGREEMENT is made this _____ day of _____, 20____, by and between Springfield Park Place Condominium Association, Inc. (the "Association") with an address of 955 S. Springfield Avenue, Unit 2308, Springfield, New Jersey 07081, and _____ and _____ (the "Unit Owners"), residing at _____, Springfield, New Jersey.

WHEREAS, the Association is a not for profit corporation duly organized under the laws of the State of New Jersey; and

WHEREAS, the Association has the authority to regulate common property within the Association; and

WHEREAS, the Unit Owners are the sole titled owners of the unit commonly known as _____, Springfield, New Jersey which unit was conveyed to the Unit Owners by Deed recorded in the Union County Clerk's Office on _____, _____ in Deed Book _____, Page _____; and

WHEREAS, the Unit Owners desire to: install a retractable awning attached to their unit as described in the Unit Owners' plan, which is attached hereto and incorporated herein as Exhibit A (the "Modifications"); OR

WHEREAS the Unit Owners have a retractable awning attached to their unit that has previously been installed and seek retroactive approval of the modifications by the Association; and

WHEREAS, the Unit Owners agree to undertake for themselves, their successors and assigns, the responsibility for installing, maintaining, repairing, replacing and/or removing the Modifications; and

WHEREAS, the Unit Owners who wish to install a retractable awning attached to their unit, or have a retractable awning attached to their unit that has previously been modified, agree to undertake for themselves, their successors and assigns, the responsibility for maintaining, repairing, replacing and/or removing the awning and the entire exterior wall, including the portion originally constructed by the Developer; and

WHEREAS, the Unit Owners have agreed to indemnify, defend and hold the Association harmless with respect to any damage or any injury to any person or thing related to the Modifications and/or the Modifications' installation, modification, maintenance or removal. The Unit Owners, their successors and assigns shall indemnify and hold harmless the Association for any alterations or modifications which have or will affect the structural integrity of the unit or retractable awning;

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

1. The Association hereby grants permission to the Unit Owners to install the Modifications so long as the Modifications are installed, maintained and/or removed in accordance with the parameters set forth in Exhibit "A", and any other restrictions imposed by the Board.
2. If the Unit Owners have pre-existing Modifications, the Association hereby grants retroactive approval for those Modifications subject to the terms and conditions of this Agreement.
3. The Unit Owners hereby agree to install, maintain and/or remove the Modifications in accordance with the parameters set forth in Exhibit "A" and any other restrictions imposed by the Board.
4. The Unit Owners, for themselves, their successors and/or assigns acknowledge that the Modifications will be installed upon and will connect to or encroach upon the Association's common or limited common elements.
5. Prior to installation, the Unit Owners shall provide the Association with copies of any necessary permits, all related documentation, the name and address of the installation contractor, the estimate/proposal, blue prints or plans, and a copy of the specifications.
6. The Modifications shall be approved by and inspected by the appropriate Township Officials and the Association.
7. Notwithstanding anything to the contrary, the Unit Owners, their successors and assigns shall have the perpetual obligation and responsibility to maintain, repair, replace and/or remove the Modifications and restore any property affected by the Modifications. The Modifications shall be used and maintained in accordance with the Association's Governing Documents, rules and regulations, and this Agreement.
8. The Unit Owners, their successors and assigns covenant and agree not to alter, change, remove or replace the Modifications without the Association's express prior written consent, it being understood that the covenants and/or restrictions contained in the Governing Documents and herein are binding.
9. The Unit Owners, for themselves, their successors and assigns hereby agree to indemnify, defend and hold the Association harmless with respect to any damage or any injury to any person or thing related to the Modifications. and/or the Modification's installation, modification, maintenance or removal.
10. The Unit Owners, for themselves their successors and assigns, hereby agree to restore any property affected by the Modifications, its installation, maintenance or removal. However, the

Association may, at its sole option, choose to have any restoration work to the Association's common or limited common elements or property performed by its own contractors and the charges for doing so shall be imposed against the Unit Owner's account and shall be collectible as a common expense assessment.

- 11. The Unit Owners, for themselves, their successors and assigns covenant and agree to comply with all federal, state and local statutes, ordinances and regulations pertaining to the installation, maintenance, repair and replacement of the Modifications and to pay all necessary fees and obtain all necessary permits on an ongoing basis, and will hold the Association harmless and indemnify the Association for any failure to do so.
- 12. The Unit Owners will submit to the Association: a check payable to "Springfield Park Place Condominium Association, Inc." in the amount deemed necessary to cover recording fees and administrative costs.
- 13. The Unit Owners who have installed a retractable awning agree to undertake for themselves, their successors and assigns, the responsibility for maintaining, repairing, replacing and/or removing the retractable awning and exterior wall, including the portion originally constructed by the Developer; and
- 14. The Association's approval of the Modification or any plans for the Modification shall not be construed as a warranty or assurance as to the design, construction, safety or performance of the Modification, its workmanship or materials.
- 15. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
- 16. This document constitutes the entire agreement between the parties with respect to the subject hereof. The terms and conditions of this Agreement may not be altered, amended, or deviated from by the Unit Owners without the prior written consent of the Association.

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

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

By: _____, President

_____, Unit Owner

_____, Unit Owner

ACKNOWLEDGEMENTS

STATE OF NEW JERSEY)
) ss.
 COUNTY OF UNION)

I certify that on JUNE 18 2014, Junk Aronima personally came before me and acknowledged under oath, to my satisfaction that she signed the within document as President of the Springfield Park Place Condominium Association, Inc. and that this Agreement was signed and made by the Association as its voluntary act and deed by virtue of authority from its Board of Directors.

Maxine Farber

Notary Public, State of New Jersey

MAXINE FARBER
NOTARY PUBLIC OF NEW JERSEY
 Commission Expires 5/31/2016

STATE OF NEW JERSEY)
) ss.
 COUNTY OF UNION)

I certify that on JUNE 18 2014, Junk Aronima personally came before me and acknowledged under oath, to my satisfaction, that [he] [she] [they] [is] [are] the person{s} named in and personally signed this Agreement and delivered same as [his] [her] [their] act and deed.

Maxine Farber

Notary Public, State of New Jersey

MAXINE FARBER
NOTARY PUBLIC OF NEW JERSEY
 Commission Expires 5/31/2016

RECORD AND RETURN TO:
McGOVERN LEGAL SERVCIES, LLC
PO BOX 1111
NEW BRUNSWICK, NJ 08903-1111

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

Resolution Type: Policy No.

Pertaining To: Retractable Awning Modifications

Duly adopted at a meeting of the Board of Directors of the Springfield Park Place Condominium Association, Inc., held this _____ day of _____, 2014.

Officer

Vote:

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—

Attest:

Springfield Park Place Condominium Association, Inc.

_____, Secretary

_____, President

File:
Book of Minutes:
Book of Resolutions:

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

Resolution Effective: _____, 2014.

086018-0673

NOW THEREFORE, _____, the President of Springfield Park Place Condominium Association, Inc., based on the authority granted by the Association's Master Deed, Bylaws, and the Board of Directors vote reflected above, hereby submits this resolution for recordation in the Union County Clerk's Office.

Springfield Park Place Condominium Association, Inc.,

[Handwritten Signature], President

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss.
COUNTY OF UNION)

On the 18th day of JUNE, 2014, JACK AIZENMAN personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed and delivered the foregoing document as the President of Springfield Park Place Condominium Association, Inc. (the "Association"); and
- (b) this document was signed and delivered by the Association as its voluntary act and deed by virtue of authority from its Board of Directors.

Signed and sworn to before me on
June 18, 2014, 2014.

[Handwritten Signature]
NOTARY PUBLIC OF
NEW JERSEY

MAXINE FARBER
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/31/2016

RECORD AND RETURN TO:
MCGOVERN LEGAL SERVICES, LLC
P.O. Box 1111
NEW BRUNSWICK, NJ 08903-1111
(732)-246-1221

DB6018-0674

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

POLICY RESOLUTION NO. _____

PERTAINING TO ANTENNAS & SATELLITE DISHES

WHEREAS, the Springfield Park Place Condominium Association, Inc., is a New Jersey non-profit corporation, having its offices at c/o Community Manager, Attn: Angela Pizzi, 955 S. Springfield Avenue, Unit 2308, Springfield, New Jersey 07081 (hereinafter referred to as the "Association"); and

WHEREAS, the Association was created by, among other documents, the Master Deed of the Association (the "Master Deed") with attached Bylaws (the "Bylaws"), as may be amended from time to time, recorded in the **Office of the Union County Clerk on May 26, 1988 in Deed Book 3552, Page 688, et. seq.;**

WHEREAS, Bylaws, Article V, Section 5.01(f) and N.J.S.A. 46:8B-14(c) provide that the Board has authority "[t]o adopt, amend, or publish Rules and Regulations covering the details of the operation and use of the General Common Elements and Residential Limited Common Elements"; and

WHEREAS, Master Deed, Section 11.01(f) states "no sign, awning, grill, fence, canopies, shutters, or radio or television antenna or aerial shall be erected or installed in or upon the Common Elements or any part thereof without the prior consent of the Board. Townhouse Unit Owners other than Sponsor shall not have the right to paint or otherwise decorate or change the appearance of any portion of the exterior of the Buildings containing the Townhouse Units."; and

WHEREAS, Bylaws, Article V, Section 5.01(l) states that the Board shall have the power to "enforce obligations of the Unit Owners and do anything and everything else necessary and proper for the sound management of the Condominium, including the right to bring or defend lawsuits to enforce the terms, conditions and restrictions contained in the Master Deed, the Certificate of Incorporation, these By-Laws, or the Rules and Regulations"; and

WHEREAS, Bylaws, Article II, Section 2.05 states that "if Rules and Regulations governing the use of the Common Elements and the conduct of persons thereon have been adopted and published, as

authorized in these By-Laws, the rights and privileges of any person in violation thereof may be suspended at the discretion of the Board for a period not to exceed thirty (30) days for any single violation, but if the violation is of a continuing nature, such rights and privileges may be suspended indefinitely until such time as the violation is abated.”; and

WHEREAS, Bylaws, Article X, Section 10.01(l) states that the Board shall have the power to “enforce the terms of this instrument or any Rule or Regulation promulgated pursuant thereto, by any or all of the following: self-help; sending notice to the offending party to cause certain things to be done or undone: restoring the Association to its original position and charging the breaching party with the entire cost or any part thereof by complaint to the duly constituted authorities: or by taking any other action before any court, summary or otherwise, as may be provided by law.”; and

WHEREAS, Master Deed, Section 11.02 states that the Board “shall have the power to make such Rules and Regulations as may be necessary to carry out the intent of these use restrictions, and shall have the right to bring lawsuits to enforce the Rules and Regulations so promulgated.”; and

WHEREAS, Master Deed, Section 11.02 states that the Board “shall have the power to make such Rules and Regulations as may be necessary to carry out the intent of these use restrictions, and shall have the right to bring lawsuits to enforce the Rules and Regulations so promulgated. The Board shall further have the right to levy fines for violations of these regulations, provided that the fine for a single violation may not, under any circumstances, exceed \$25.00. Each day that a violation continues after receipt of notice by the Unit Owner may be considered as a Common Expense to be levied against the particular Unit Owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses, including the right of lien.”; and

WHEREAS, Master Deed, Section 11.01(m) states, “No noxious or offensive activities shall be carried on, in or upon the Common Elements or in any Unit nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other Owners, occupants or residents in the Condominium.”; and

WHEREAS, the Federal Communications Commission (the “FCC”) has passed OTARD (47 C.F.R. § 1.4000), which prohibits restrictions of satellite dishes, which are, among other things, less than one meter in diameter, “on property within the exclusive use or control of the antenna user where the user has a direct or indirect ownership or leasehold interest in the property that impairs the installation, maintenance, or use of,” such satellite dishes (§ 1.4000(a)(1)); and

WHEREAS, the Board has determined that it is in the best interest of the Association to establish rules and procedures for antennas and satellite dishes; and

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

The Association adopts the following rules, restrictions and regulations, hereinafter referred to as the “Rules,” which shall be binding upon all owners and their grantees, lessees, tenants, occupants, successors, heirs, and assigns who currently or in the future may reside in or possess any interest in the Association, and which shall supersede any previously adopted rules and/or regulations with respect to the same subject matter.

I. DEFINITIONS

- A. Mast – structure to which a satellite dish is attached that raises the satellite dish height.
- B. Owner – any Association unit owner.
- C. Tenant – any resident who leases a unit from an Owner.
- D. Telecommunications Signals – signals received by DBS, television broadcast, and MDS satellite dishes.
- E. Exclusive-Use Area – area that is owned by the Owner or Tenant in fee simple or that is a limited common area next to the Owner or Tenant’s unit, designated for the Owner or Tenant’s exclusive use as defined in the Association’s governing documents.
- F. Antenna – any device used for the receipt of video programming services, including direct broadcasting satellite (DBS), television broadcast, and multipoint distribution services (MDS). A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna, provided it meets FCC

standards for radio frequency emission. A mast, support, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.

- G. Transmission-only antenna – any antenna used solely to transmit radio, television, cellular, or other signals.

II. INSTALLATION

- A. Satellite dishes that are one meter (1m) or less in diameter may be installed. Satellite dishes that are larger than one meter (1m) are prohibited. Each Owner and/or Tenant is restricted to one satellite dish.
- B. Installation of transmission-only satellite dishes is prohibited, unless approved in writing by the Board of Directors.
- C. All satellite dishes not addressed by Federal Communications Commission Code of Federal Regulations Title 47, Section 1.4000 are prohibited.
- D. Any installer other than the Owner shall provide the Association with a copy of its general liability policy.
- E. All satellite dishes must be installed by a licensed contractor or by a satellite dish company installer.
- F. All antennas must be secured so that they do not jeopardize the soundness or safety of any structure or safety of any person at or near the antennas, including damage from wind velocity.
- G. The following installation guidelines shall be followed unless they would prevent an acceptable quality signal or unreasonably increase the cost of antenna installation, maintenance, or use. Installation shall be made in such a way as to minimize any detriment to the appearance of any structure or common element:
1. Camouflaging Antennas through inexpensive screening or plants may be required if Antennas are visible from the street, Common Areas, or other residential dwellings.

086018-0678

2. Antennas may not obstruct a driver's view of an intersection or street.
3. Exterior Antenna wiring shall be installed so as to be minimally visible. In order to prevent damage to the Common Elements, no wiring shall penetrate the siding of any building. For safety reasons, no wiring shall be routed over any rain gutter, utility box or draped across siding or roof.

III. LOCATION

- A. Antennas may be installed as a matter of right solely on Limited Common Elements or within the unit, as described in the Master Deed. Antennas shall not encroach upon common areas or any other Owner's property.
- B. If acceptable quality signals may be received by placing the antennas inside a dwelling, without unreasonable delay or unreasonable cost increase, then outdoor installation should not be employed. Any such installation inside a unit should not penetrate the walls of the unit in such a way that the satellite dish is connected to Common Elements.
- C. If acceptable quality signals may not be received by locating antennas on Limited Common Elements or within the unit, then and only in that event, the owner may apply to the Association for approval to install the antenna upon the nearest roof by strapping or mounting the antenna upon a chimney or chimney chase, and in no other location upon the roof. The Association shall approve promptly all such applications provided that the owner agrees to comply with the location and method of installing the antenna. The installation shall be performed by a professional installer. All wiring shall be encased in molding or similar material. The antenna may be installed upon receiving permission from the Association pursuant to this paragraph.
- D. Antennas shall be located in a place shielded from view from the street or from other units to the maximum extent possible; provided, however, that nothing in this rule requires installation in a location from which an acceptable quality signal may not be received. This

section does not permit installation on common property, even if an acceptable quality signal may not be received from an individually-owned unit or exclusive use area.

- E. Notwithstanding anything to the contrary in the Governing Documents, the Owner, his/her successors and assigns will have the perpetual obligation and responsibility to pay in full for the maintenance, repair, replacement and restoration of the aforementioned equipment and the installation site even though the Association may carry out such maintenance, repair, restoration and/or replacement.

IV. SAFETY

- A. Satellite dishes shall be installed and secured in a manner that complies with all applicable municipal, state and federal laws and regulations, as well as manufacturer's instructions.
- B. Unless the above-cited laws and regulations require a greater separation, satellite dishes shall not be placed within 10 feet of power lines (above-ground or buried). The purpose of this requirement is to prevent injury or damage resulting from contact with power lines.
- C. Satellite dishes shall not obstruct access to or exit from any unit, walkway, ingress or egress from an area, electrical service equipment, or any other areas necessary for the safe operation of the Association. The purpose of this requirement is to ensure the safety of Association residents and personnel.
- D. To prevent electrical and fire damage, satellite dishes shall be permanently grounded.

V. MAINTENANCE

- A. Owners who install or maintain antennas are responsible for all associated costs, including but not limited to:
1. Repair, replacement, maintenance, and removal of antennas;
 2. Repair damage to any person and/or property caused by antenna installation, maintenance, or use; and
- B. Owners shall not permit their antennas to fall into disrepair or to become a safety hazard. Owners shall be responsible for remediation of any safety hazard posed by the antenna.

- C. If antennas become detached, owners shall remove or repair such detachment within seventy-two (72) hours of the detachment. If the detachment threatens safety, the Association may remove antennas at the expense of the owner.

VI. TENANTS

These rules shall also apply in all respects to any Tenants and any residents living with the Owner and/or Tenants. Tenants desiring to install satellite dishes shall obtain prior written permission from the Owner and comply with all provisions hereof. A copy of this written permission form must be furnished to the Association prior to installation.

VII. INSTALLATION NOTICE

- A. Any Owner wishing to install a satellite dish in an approved installation location must submit an application to the Association requesting the Association's permission to install the satellite dish prior to installation of a satellite dish.
- B. Any Owner wishing to install a satellite dish in an area other than an approved installation location must submit an application to the Association requesting permission. This correspondence must include:
1. a diagram showing the proposed area and how the satellite dish will be wired into the Unit, and
 2. an explanation as to why the Owner needs the satellite dish installed in the requested area.
- C. The application will be reviewed by the Association and an inspection of the proposed area of installation may be required. Please allow twenty-five (25) days for the Association's formal written approval. No Owner and/or Tenant may install a satellite dish without formal written approval from the Association. If an Owner installs a satellite dish prior to obtaining formal written approval from the Association, the Association shall levy a fine, as discussed below, against the Owner for this violation

until the satellite dish is removed or the Owner obtains formal written approval from the Association.


- D. If the Association grants permission for the Owner to install a satellite dish, then the Owner shall make a \$200 deposit.
1. This \$200 deposit shall be refunded to the Owner upon the sale of the Unit only if both of the following occur:
 - a. the Owner has removed the satellite dish and wires;
 - b. the Association examines the Common Elements and determines that the Common Elements are not damaged from the installation or removal of the satellite dish.
 2. If the Association determines that the Common Elements are damaged, the Owner shall forfeit the \$200 deposit and any repair bills that exceed \$200 shall be the Owner's expense.
- E. Every Owner and/or Tenant that received approval to install the satellite dish prior to the adoption of this Resolution or otherwise has installed a satellite dish must re-submit the attached application for approval to the Association.
- F. If the Association grants special permission to install a satellite dish in an unapproved location, the Association is not liable for any damages caused by the installation or removal of the satellite dish and wiring.
- G. Following installation of any satellite dish, the Association must be notified within five (5) days after any satellite dish installation is completed.

VIII. ENFORCEMENT

- A. Satellite dish antennas that have been installed in locations other than those specified herein must be removed within fifteen (15) days of the Association providing written notice of the violation, unless the satellite dish is located on property owned by the Owner or leased by the Tenant and none of the locations specified herein provide the

Owner or Tenant with an acceptable signal, or installation in another location would unreasonably delay or unreasonably increase the cost of installation. If the violating antenna, which does not fall under the aforementioned exceptions, is not removed within fifteen (15) days of the written notice, the Association will remove the antenna, remedy any violation and/or damage and charge the Owner with the cost of such remediation and/or removal. Additionally, a fine as discussed below may be imposed for each violation.

- B. A fine of twenty-five (\$25.00) dollars, or some other amount as determined by the Board of Directors, shall be imposed by the Association for each violation. Every day that the violation is not corrected, an additional fine in the amount of twenty-five (\$25.00) dollars will be imposed. Prior to any fine being payable, the accused Owner shall have the right to participate in alternative dispute resolution (ADR) according to the Association's ADR resolution. During the period that any violation hereof exists, the Owner's membership rights shall be suspended. The Association shall also be entitled to recover all attorney fees, costs, and expenses incurred in enforcement.

-  If a satellite dish poses a safety hazard, the Association may prohibit the installation, remove the installation, and/or seek injunctive relief.

IX. REMOVAL

Antenna removal requires restoration of the installation locations to its original condition. Owners shall be responsible for reimbursing the Association for all costs relating to restoration of this location. The Association may require temporary removal for maintenance of the building's exterior or other work on the building. Owners shall be responsible for all costs related to the removal, restoration, if any, and replacement of their satellite dish.

X. INDEMNIFICATION

- A. Prior to installation of any satellite dish, the Owner and Tenants, if any, shall sign an agreement, attached as Exhibit A, indemnifying and holding harmless the Association from

liability for any damage or loss that occurs during, or in connection with, the installation or maintenance of any satellite dish and to completely restore to original condition any installation site upon removal of the satellite dish.

- B. By installation of any satellite dish, the Owner and Tenants, if any, agree to indemnify and hold harmless the Association from liability for any damage or loss that occurs during, or in connection with, the installation, use or maintenance of any satellite dish and to completely restore to original condition any installation site upon removal of the satellite dish.
- C. By installation of any satellite dish, Owner and Tenants, if any, agree to defend against any claims brought or actions filed against the Association with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.
- D. By installation of any satellite dish, the Owner agrees that if the Association, in enforcement of any part of this indemnity agreement, incurs expenses or becomes obligated to pay attorneys' fees or court costs, the Owner will reimburse the Association for such expenses, attorneys' fees, or costs within thirty (30) days after receiving written notice from the Association of the incurring of such expenses, costs or obligations.

XI. GENERAL PROVISIONS

- A. Notwithstanding any provision herein, the Association may exercise any and all rights and remedies available to it at law, in equity and/or pursuant to its Master Deed and By-Laws.
- B. Should any provision herein be determined to be invalid, the remaining provisions herein shall remain in full force and effect.
- C. Any provision contained within any previously adopted resolution of the Association, which conflicts with any provisions set forth herein, shall be deemed void and the provision contained herein shall govern.

EXHIBIT A

INDEMNIFICATION AGREEMENT

This Agreement made this _____ day of _____, 20____, between Springfield Park Place Condominium Association, Inc., (the "Association") having an address of _____, and _____ (the "Owner"), having an address of _____ and _____ (the "Tenant"), having an address of _____.

WHEREAS, the Association governs the community wherein the unit with an address of _____ is located; and

WHEREAS, _____ is the current tenant at _____ (unit address); and

WHEREAS, _____ owns the unit located at _____; and

WHEREAS, the Owner and Tenant, if any, desire to install a satellite dish; and

NOW, THEREFORE, Association, Owner and Tenant, if any, hereby agree as follows:

1. The Owner and Tenant, if any, agree to indemnify and hold harmless the Association from liability for any damage or loss that occurs during, or in connection with, the installation, use or maintenance of any satellite dish and to completely restore to original condition any installation site upon removal of the satellite dish.
2. The Owner and Tenant, if any, agree to defend against any claims brought or actions filed against the Association with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

- 3. The Owner agrees that if the Association, in enforcement of any part of this indemnity agreement, incurs expenses or becomes obligated to pay attorneys' fees or court costs, the Owner will reimburse the Association for such expenses, attorneys' fees, or costs within thirty (30) days after receiving written notice from the Association of the incurring of such expenses, costs or obligations.
- 4. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
- 5. This document constitutes the entire agreement between the parties with respect to the subject hereof. The terms and conditions of this Agreement may not be altered, amended, or deviated from by the Owner or Tenant, if any, without the prior written consent of the Association.

IN WITNESS WHEREOF, the Owner, Tenant, if any, and the Association have executed this Agreement on the date shown above.

Springfield Park Place Condominium
Association, Inc.

Owner

By: _____

, President

, Owner

Unit Tenant

, Tenant

2
DB6018-0686

ACKNOWLEDGEMENTS

STATE OF NEW JERSEY)
) ss.
COUNTY OF UNION)

I certify that on JUNE 18 2014, JACK AIZENMAN personally came before me and acknowledged under oath, to my satisfaction that she signed the within document as President of the Springfield Park Place Condominium Association, Inc. and that this Agreement was signed and made by the Association as its voluntary act and deed by virtue of authority from its Board of Directors.

Maxine Farber

Notary Public, State of New Jersey
MAXINE FARBER
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/31/2016

STATE OF NEW JERSEY)
) ss.
COUNTY OF UNION)

I certify that on JUNE 18 2014, JACK AIZENMAN personally came before me and acknowledged under oath, to my satisfaction, that [he] [she] [they] [is] [are] the person {s} named in and personally signed this Agreement and delivered same as [his] [her] [their] act and deed.

Maxine Farber

Notary Public, State of New Jersey

RECORD AND RETURN TO:
McGOVERN LEGAL SERVCIES, LLC
PO BOX 1111
NEW BRUNSWICK, NJ 08903-1111

MAXINE FARBER
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/31/2016

086018-0687

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

Resolution Type: Policy No.

Pertaining To: Antennas & Satellite Dishes

Duly adopted at a meeting of the Board of Directors of the Springfield Park Place Condominium Association, Inc., held this _____ day of _____, 2014.

Officer

Vote:

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—

Attest:

Springfield Park Place Condominium Association, Inc.

Secretary

Jack Aronson
President

File:
Book of Minutes:
Book of Resolutions:

	Book No.	Page No.
Policy	_____	_____
Administrative	_____	_____
Special	_____	_____
General	_____	_____

Resolution Effective: _____, 2014.

086018-0688

NOW THEREFORE, Jack Arenman, the President of Springfield Park Place Condominium Association, Inc., based on the authority granted by the Association's Master Deed, Bylaws, and the Board of Directors vote reflected above, hereby submits this resolution for recordation in the Union County Clerk's Office.

Springfield Park Place Condominium Association, Inc.,

Jack Arenman President

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss.
COUNTY OF UNION)

On the 18th day of JUNE, 2014, Jack Arenman personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed and delivered the foregoing document as the President of Springfield Park Place Condominium Association, Inc. (the "Association"); and
- (b) this document was signed and delivered by the Association as its voluntary act and deed by virtue of authority from its Board of Directors.

Signed and sworn to before me on 18th JUNE 18, 2014.

Maxine Farber
NOTARY PUBLIC OF
NEW JERSEY

MAXINE FARBER
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/31/2016

RECORD AND RETURN TO:
MCGOVERN LEGAL SERVICES, LLC
P.O. Box 1111
NEW BRUNSWICK, NJ 08903-1111
(732)-246-1221

086018-0689

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.
POLICY RESOLUTION NO. _____
REGARDING LEASING REQUIREMENTS AND RENT ASSIGNMENT

WHEREAS, the Springfield Park Place Condominium Association, Inc., is a New Jersey non-profit corporation, having its offices at c/o Community Manager, Attn: Angela Pizzi, 955 S. Springfield Avenue, Unit 2308, Springfield, New Jersey 07081 (hereinafter referred to as the "Association"); and

WHEREAS, the Association was created by, among other documents, the Master Deed of the Association (the "Master Deed") with attached Bylaws (the "Bylaws") (collectively, the "Governing Documents"), as may be amended from time to time, recorded in the **Office of the Union County Clerk on May 26, 1988 in Deed Book 3552, Page 688, et. seq.;**

WHEREAS, Bylaws, Article V, Section 5.01(f) states that the Board has authority "[t]o adopt, amend, or publish Rules and Regulations covering the details of the operation and use of the General Common Elements and Residential Limited Common Elements"; and

WHEREAS, Bylaws, Article II, Section 2.05 states that "if Rules and Regulations governing the use of the Common Elements and the conduct of persons thereon have been adopted and published, as authorized in these By-Laws, the rights and privileges of any person in violation thereof may be suspended at the discretion of the Board for a period not to exceed thirty (30) days for any single violation, but if the violation is of a continuing nature, such rights and privileges may be suspended indefinitely until such time as the violation is abated."; and

WHEREAS, Master Deed, Article 9, Section 9.01(f)(ii) states that the board has the right to "suspend the enjoyment and voting rights of any Unit Owner for any period during which any infraction of its published Rules and Regulations continues, it being understood that any suspension for either non-payment of any assessment or a breach of the Rules and Regulations of the Association shall not constitute a waiver or discharge of the Unit Owner's obligation to pay the assessment."; and

WHEREAS, Master Deed, Section 11.02 states that the Board “shall have the power to make such Rules and Regulations as may be necessary to carry out the intent of these use restrictions, and shall have the right to bring lawsuits to enforce the Rules and Regulations so promulgated. The Board shall further have the right to levy fines for violations of these regulations, provided that the fine for a single violation may not, under any circumstances, exceed \$25.00. Each day that a violation continues after receipt of notice by the Unit Owner may be considered as a Common Expense to be levied against the particular Unit Owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses, including the right of lien.”; and

WHEREAS, Master Deed, Section 11.01(r) states that “[n]o Townhouse Unit shall be used or rented for transient or hotel purposes, which shall be defined as (i) rental for any period less than six (6) months or (ii) any rental where the occupants of the Unit are provided customary hotel services such as room service for food, beverages, maid service, furnishing laundry and linen and bellboy service; provided, however, that any Unit Owner may rent a unit for less than six (6) months to a contract purchaser, but in no event for transient or hotel purposes. No Unit Owner may lease less than the entire Unit. Copies of all leases must be furnished to the Association prior to the commencement of the term thereof. Other than the foregoing obligations, Unit Owners shall have the right to lease the same provided (i) said lease is in writing and is made subject to this Master Deed and the By-Laws of the Association and other documents referred to herein, including the right of amendment reserved to Sponsor, herein, and (ii) that any failure of the lessee to fully comply with the terms and conditions of such documents shall constitute a default under the lease. In the event a tenant of a Townhouse Unit Owner fails to comply with the provisions hereof, the By-Laws or Rules and Regulations of the Association, in addition to all other remedies which it may have, the Association shall notify the Townhouse Unit Owner of such violation(s) and demand that same be remedied through the Townhouse Unit Owner's efforts within thirty (30) days after such notice. If such violation(s) is not remedied within such thirty (30) day period, then the Townhouse Unit Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction against such tenant on account of such violation(s). Such action shall not be

compromised or settled without the prior written consent of the Association. In the event the Townhouse Unit Owner fails to fulfill the foregoing obligations, the Association shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Townhouse Unit Owner and at the Townhouse Unit Owner's sole cost and expense, including all legal fees incurred. Such costs and expenses shall be due and payable upon demand by the Association and shall be deemed to constitute a lien on the particular Townhouse Unit involved and the collection thereof may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses.”; and

WHEREAS, the Board has determined that it is in the best interest of the Association that new rules relative to leases and assignment of rents be adopted and enforced; and

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

1. Unit Owners shall be entitled to rent their Unit in accordance with the Association’s Master Deed and Bylaws.
2. Any Units which are leased shall be subject to the Association’s form lease agreement showing the names of all of the Unit’s occupants and that the lease period is no less than one (1) year.
3. The Unit Owner must incorporate the Association’s lease rider into all of its leases. A copy of the lease rider is attached hereto as Exhibit “A”.
4. All unit owners must provide the Association with a copy of any unit leases, including the lease riders, within seven (7) days prior to the beginning of the lease term. This requirement applies to all lease renewals as well. All leases, lease riders, and lease renewals must be available for review, upon request by the Association.
5. Simultaneous with the submission of the copy of the proposed lease, the Unit Owner shall also remit to the Association a fee in the amount of seventy-five dollars (\$75.00). This move-in fee is intended to cover the Association’s costs in connection with the administration, recordkeeping, and bookkeeping resulting from the change in occupancy. The \$75.00 move-in fee paid to the Association also compensates the Association for its coordination and

scheduling efforts to minimize the inconvenience of such movements to others. This fee shall also cover the photocopying costs incurred by the Association in connection with providing copies of the pertinent restrictions concerning the use of the Unit.

- a. The Unit Owner must remit payment of the \$75.00 move-in fee each time said Owner has a new tenant move into the Unit.
6. Any and all tenant(s) of a Unit Owner must comply with the provisions of the Association's Master Deed, Bylaws, and Rules and Regulations. If a tenant violates any of these provisions, the tenant shall be deemed in default under the lease as per Master Deed, Section 11.01(r). The Unit Owner of such tenant must notify the tenant to cure any default(s) within thirty (30) days. If such default(s) is not cured after 30 days, then the Unit Owner must evict his tenant. If the Unit Owner fails to do so, the Association may, but is not obligated to, institute such action to have the tenant evicted as the attorney-in-fact for the Unit Owner, at the Unit Owner's sole cost and expense, including all legal fees incurred.
7. This Resolution is subject to the alternate dispute resolution procedures of the Association.
8. No Landlord may lease their unit to a person convicted of a felony or who is required to register with a designated registering agency pursuant to N.J.S.A. 2C:7-3, and who is thereafter determined to be a Tier-3 registrant pursuant to N.J.S.A. 2(C):7-8(c)(3) ("Tier-3 Megan's Law Registrant"). The Association may require that all Landlords provide criminal background checks.
9. An executed copy of the Lease shall be filed with the Association's Board of Directors or management, if any, prior to the effective date of the Lease.
10. Tenant must provide a copy of the Tenant Liability and Renter's Insurance policy naming the Association as an 'additional insured as their interests appear'.
11. Any monies due hereunder shall be collected by the Association in the same manner as Association assessments.

12. Notwithstanding any of the above, the Association may exercise all rights and remedies available to it at law, in equity and/or pursuant to the Governing Documents.
13. Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.
14. Any provision contained within any previously adopted resolution of the Association, which conflicts with any provisions set forth herein, shall be deemed void and the provision contained herein shall govern.

Exhibit ASPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.REGULATION ON LEASE OF UNITS
AND ASSIGNMENT OF RENTSLEASE RIDER

LEASE SUBJECT TO ASSOCIATION GOVERNING DOCUMENTS. The provisions of the Master Deed, By-Laws and the Articles of Incorporation (collectively the "Governing Documents") of Springfield Park Place Condominium Association, Inc. (the "Association") and any rules and regulations promulgated thereunder (the "Rules and Regulations") constitute material provisions of this Lease and are incorporated by reference in this Lease. If any provision of the Lease is not consistent with the Governing Documents and the Rules and Regulations, the Governing Documents will control.

VIOLATION OF GOVERNING DOCUMENTS IS GROUNDS FOR EVICTION. Failure to comply with the Governing Documents or Rules and Regulations constitutes a material breach of this Lease and is grounds for eviction. In the event that the Tenant violates a provision of the Governing Documents or Rules and Regulations, the Association will notify the Landlord of such violation(s) and the violation(s) must be remedied through the Landlord's efforts within thirty (30) days after such notice. If such violation(s) is not remedied within said thirty (30) day period, then the Landlord shall have the obligation to institute eviction proceedings in the name of the Landlord against the Tenant. If the Landlord fails to commence eviction proceedings within thirty (30) days from the date of notice by the Association, then the Association may commence eviction proceedings in the name of the Landlord against the Tenant. The Landlord will then be responsible to pay the Association's reasonable legal fees and costs incurred in such a proceeding.

NO ASSIGNMENT OR SUBLET. The Tenant will not assign or sublet all or part of the property being leased (hereby the "Premises") without prior written consent of the Association.

UNIT ACCESS. The Tenant agrees and acknowledges the right of the Association to have access to the unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible thereof or for making emergency repairs necessary to prevent damage to common elements or to any other unit or units. The Association shall not be liable to either the Landlord or the Tenant for any damage resulting from the Association's exercise of its rights pursuant to this provision, except for damage caused by the Association's negligence.

GOVERNMENTAL REQUIREMENTS. Notwithstanding the above, the Tenant shall comply with all federal, state and local requirements concerning the occupancy and use of the unit, including but not limited to, New Jersey Department of Community Affairs' regulations and city ordinances concerning the number of individuals who may reside within the unit, in conjunction

with any related provisions of the Governing Documents and/or Rules and Regulations. Failure to comply shall constitute a material breach of this Lease.

INJURY, DAMAGE OR LOSS. The Tenant shall promptly notify both the Landlord and the Association of any defects in or problems with the common elements.

LANDLORD'S ASSIGNMENT OF RENTS TO ASSOCIATION. The Landlord herein acknowledges that the execution of this Lease Rider does not operate to relieve the Landlord of the Landlord's obligation to pay the unit's proportionate share of the common expenses and assessments required by the Association. As security for the performance of the Landlord's continued obligation to pay the unit's proportionate share of common expenses and assessments, the Landlord herein assigns to the Association the rent payable to the Landlord by the Tenant.

Said assignment of rent shall, however, only become operative upon the Landlord's failure to timely pay the Landlord's unit's proportionate share of common expenses and assessments, as well as any fines, late fees, attorneys' fees and any other expenses or costs to the Association, after having been given thirty (30) days written notice by the Association as to the Landlord's default. Upon the Landlord's failure to cure said default within said thirty (30) day period, the Association can, without having to institute any court action or proceeding, demand of the Tenant that the Tenant pay over to the Association any and all rent due to the Landlord under the terms of the Lease.

The Tenant herein covenants to fully cooperate with the Association and to pay rent directly to the Association if so demanded by the Association. The rent received by the Association from the Tenant shall be applied as follows: (1) to cure the Landlord's delinquency, including common expenses and assessments, late fees, fines, attorneys' fees and any other costs or expenses that the Association may incur as a result of the Landlord's nonpayment; and (2) any rent in excess of the Landlord's account balance shall be returned to the Landlord.

The Landlord shall observe and perform all of its obligations and agreements under the Lease and shall not do or permit anything to be done to impair the assignment herein, and Association shall not be obligated by reason of acceptance of this assignment to perform any obligation of the Landlord provided for in the Lease. The Landlord agrees to indemnify the Association and save it harmless from and against any loss, liability, or damage (including reasonable counsel fees) arising from any claim by any Tenant or any other party arising under or in connection with the Lease or this Assignment.

This Assignment shall inure to the benefit of the Association, its successors and assigns, and it shall be binding upon the Landlord, Tenant and his/her administrators, successors and assigns.

NON-WAIVER. Nothing contained in this Lease Rider and no act done or omitted by the Association pursuant to the powers and rights granted it herein shall be deemed to be a waiver by the Association of its rights and remedies under the Governing Documents. This Lease Rider is made by Landlord and Tenant and may be accepted by the Association without in any way limiting or constricting any of the rights, powers and remedies possessed by the Association under the terms of the Governing Documents. The rights of the Association to collect any obligation of Landlord and to enforce any other of its rights may be exercised by the Association

either prior to, simultaneously with or subsequent to any action taken by it under this Assignment.

The Landlord shall promptly supply to the Association complete copies of all Leases in effect upon the Unit, as well as the status of such Leases.

NON-AGENCY. The Association shall not be deemed to be an agent, partner or joint venturer of Landlord or of any other person, and nothing herein contained shall be construed to impose any liability upon the Association by reason of the assignment granted hereby.

BREACH. Failure of the Tenant and/or the Landlord to comply with any provision herein shall constitute material breach of this Lease.

_____	_____
, Tenant	Date
_____	_____
, Tenant	Date
_____	_____
, Landlord	Date

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

Resolution Type: Policy No.

Pertaining To: Leasing Restrictions and Rent Assignment

Duly adopted at a meeting of the Board of Directors of the Springfield Park Place Condominium Association, Inc., held this _____ day of _____, 2014.

Officer

Vote:

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—

Attest:

Springfield Park Place Condominium Association, Inc.

_____, Secretary

Jack Aronima, President

File:
Book of Minutes:
Book of Resolutions:

	Book No.	Page No.
Policy	_____	_____
Administrative	_____	_____
Special	_____	_____
General	_____	_____

Resolution Effective: _____, 2014.

086018-0698

NOW THEREFORE, Jack Arenman, the President of Springfield Park Place Condominium Association, Inc., based on the authority granted by the Association's Master Deed, Bylaws, and the Board of Directors vote reflected above, hereby submits this resolution for recordation in the Union County Clerk's Office.

Springfield Park Place Condominium Association, Inc.,

Jack Arenman, President

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss.
COUNTY OF UNION)

On the 18th day of JUNE, 2014, Jack Arenman personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed and delivered the foregoing document as the President of Springfield Park Place Condominium Association, Inc. (the "Association"); and
- (b) this document was signed and delivered by the Association as its voluntary act and deed by virtue of authority from its Board of Directors.

Signed and sworn to before me on JUNE 18, 2014.

Maxine Farber
NOTARY PUBLIC OF
NEW JERSEY

MAXINE FARBER
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/31/2016

RECORD AND RETURN TO:
MCGOVERN LEGAL SERVICES, LLC
P.O. Box 1111
NEW BRUNSWICK, NJ 08903-1111
(732)-246-1221

086018-0699

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

POLICY RESOLUTION NO. _____

REGARDING SUSPENSION OF PARKING PRIVILEGES AND TOWING OF VEHICLES

WHEREAS, the Springfield Park Place Condominium Association, Inc., is a New Jersey non-profit corporation, having its offices at c/o Community Manager, Attn: Angela Pizzi, 955 S. Springfield Avenue, Unit 2308, Springfield, New Jersey 07081 (hereinafter referred to as the "Association"); and

WHEREAS, the Association was created by, among other documents, the Master Deed of the Association (the "Master Deed") with attached Bylaws (the "Bylaws"), as may be amended from time to time, recorded in the **Office of the Union County Clerk on May 26, 1988 in Deed Book 3552, Page 688, et. seq.;**

WHEREAS, Bylaws, Article V, Section 5.01(f) states that the Board has authority "[t]o adopt, amend, or publish Rules and Regulations covering the details of the operation and use of the General Common Elements and Residential Limited Common Elements"; and

WHEREAS, Bylaws, Article II, Section 2.05 states that "if Rules and Regulations governing the use of the Common Elements and the conduct of persons thereon have been adopted and published, as authorized in these By-Laws, the rights and privileges of any person in violation thereof may be suspended at the discretion of the Board for a period not to exceed thirty (30) days for any single violation, but if the violation is of a continuing nature, such rights and privileges may be suspended indefinitely until such time as the violation is abated."; and

WHEREAS, Master Deed, Article 9, Section 9.01(f)(ii) states that the board has the right to "suspend the enjoyment and voting rights of any Unit Owner for any period during which any infraction of its published Rules and Regulations continues, it being understood that any suspension for either non-payment of any assessment or a breach of the Rules and Regulations of the Association shall not constitute a waiver or discharge of the Unit Owner's obligation to pay the assessment."; and

WHEREAS, Master Deed, Section 11.02 states that the Board “shall have the power to make such Rules and Regulations as may be necessary to carry out the intent of these use restrictions, and shall have the right to bring lawsuits to enforce the Rules and Regulations so promulgated. The Board shall further have the right to levy fines for violations of these regulations, provided that the fine for a single violation may not, under any circumstances, exceed \$25.00. Each day that a violation continues after receipt of notice by the Unit Owner may be considered as a Common Expense to be levied against the particular Unit Owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses, including the right of lien.”; and

WHEREAS, the Board has determined that it is in the best interest of the Association to adopt and enforce rules relative to parking and towing; and

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



DEFINITIONS

- A. **“Unit Owner”** shall be defined as any person or entity that appears as an owner of record of a Unit within the Association in the records of the Clerk of Union County.
- B. **“Resident”** shall be defined as any person or entity that parks a motor vehicle anywhere within the Association’s Property for any amount of time on more than twenty-one (21) consecutive calendar days. Once an individual or entity becomes a Resident as defined herein, that person remains a Resident for the purposes of this Resolution, for six months from the date that the person or entity fell within the definition of “Resident.”
- C. **“Parking Space”** shall be defined herein as that area which has been paved with asphalt, concrete or like substance and which is a portion of the Association’s Common Property and/or Common Elements which has been marked by the Association’s Sponsor or the Association such that if a motor vehicle were to be parked in that portion of the Common Property and/or Common Elements, the motor vehicle would be bounded on both sides by

parallel white or yellow lines or would be bounded on one side by a white or yellow line and on the other side by parallel curbing, excluding any area designated as a “fire zone.”

- D. **“Commercial Vehicle”** shall be defined as any vehicle bearing a sign, commercial license plate or other outward indicia of commercial or mercantile undertaking, involving business for profit or non-profit, including, but not limited to: religious institutions, charities, medical services, educational institutions and government vehicles of any type or purpose plus those which fall within the below criteria.

A vehicle, which meets any of the criteria set forth herein, shall be a Commercial Vehicle. A vehicle’s use in a non-profit activity is not a basis for exempting it from the prohibitions stated herein.

The Board’s determination that a vehicle is Commercial for the purposes of this Rule shall be final. The Board may consider the following criteria in making their determination, but the Board’s inquiry shall not be limited to this criteria. Such criteria are for guidance only. If the vehicle:

- i. Bears or displays any form of writing on the exterior, including but not limited to decals, paintings, stickers, magnetic signs, appliqués or other surface fixtures; or
- ii. Bears any surface fixture appliqué which covers or temporarily hides writing of any kind; or
- iii. Bears or displays a commercial license plate.

The following shall not render a vehicle a “Commercial Vehicle”:

- i. If an ambulance, rescue squad, fire department, police or other similar type vehicle is on the Association’s property while those responsible for the vehicle are actually performing their official job on the property and the vehicle is required while performing that function (“on-call” status shall not qualify for this exception).
- ii. Stickers designating a vehicle owner as “Handicapped” pursuant to the laws of

State of New Jersey shall not render a vehicle a "Commercial Vehicle".

- E. **"Passenger Vehicle"** shall be defined as any Motor Vehicle, which does not fall within the definition of Commercial Vehicle, and is not larger than a panel truck.
- F. **"Motor Vehicle"** shall be defined as any motor operated vehicle utilized, designated and/or registered under the motor vehicle laws of the State of New Jersey or any other jurisdiction, including, but not limited to, cars, trucks, motorcycles, mopeds, motorized bicycles, scooters or other vehicle governed by the Laws of the State of New Jersey.
- G. **"Unregistered Vehicle"** shall be defined as a vehicle that does not have a valid registration sticker or does not have a valid license plate. A vehicle which has failed inspection and has a temporary inspection sticker shall be considered to have a valid registration sticker, provided that the temporary sticker has not expired. A vehicle which bears a temporary license plate shall be considered to have a valid license plate, provided the temporary license plate has not expired. Any vehicle which has false license plates, no license plates or license plates from another vehicle shall be deemed to be unregistered.
- H. **"Abandoned Vehicle"** shall be defined as a vehicle that is not operated for a period of thirty (30) consecutive days unless otherwise permitted by the Board of Directors. In the event a Unit Owner intends to leave a vehicle on the property for a period in excess of thirty (30) days because of travel or vacation plans, such vehicle shall not be deemed to be an abandoned vehicle provided that the Unit Owner has notified the Board of Directors or its designee in advance of the length of time the vehicle will be left unattended and the Board of Directors or its designee has agreed to a waiver of the application of this rule in writing. Such waiver shall not be denied unreasonably.
- I. **"Recreational Vehicle"** shall be defined as a mobile home, a boat, a boat trailer, any

vehicle designed or intended to be utilized primarily for off-road travel, or any vehicle designed or intended to be used temporarily or permanently as a residence.

- J. **“Inoperable Vehicle”** shall be defined as a vehicle which is physically unable to travel under its own power and also any vehicle which is not operated for a period of thirty (30) consecutive days unless otherwise permitted by the Board. In the event a Unit Owner intends to leave a vehicle on the property for a period in excess of thirty (30) days because of travel or vacation plans, such vehicle shall not be deemed to be an inoperable vehicle provided that the Unit Owner has notified the Board or its designee in advance of the length of time the vehicle will be left unattended; and the Board or its designee has agreed to a waiver of the application of this rule in writing. Such waivers shall not be denied unreasonably. Any vehicle covered by a tarpaulin shall be refutably presumed to be inoperable, with the burden on the Unit Owner to demonstrate that it is operable.
- K. **“Responsible Party”** is defined, for the purpose of this Resolution, as any Unit Owner who is in any way related to an individual or entity that brings a vehicle onto the Association’s property, such as a guest, delivery person, service person, etc.

II. REGISTRATION

Upon moving in and on an annual basis thereafter, every Unit Owner and/or Resident shall register with the Association’s management, each and every Motor Vehicle that they drive or intend to drive onto the Association’s property. This registration shall include providing the Association’s manager with the vehicle make, model, color, license plate, and the primary operator’s home and work telephone numbers. All current residents will be required to register their vehicles with the Association’s Management.

The Association's Board may set a uniform annual registration date for all Unit Owners, which may be amended from time to time. In addition, upon acquiring any new vehicle, every Unit Owner and/or Resident shall update his/her vehicle registration information with the Association's management.

III. RULES AND REGULATIONS

A. Passenger Vehicle Regulations:

1. Only Passenger Vehicles with current registration and a valid state inspection sticker may be parked within the Association. Unless otherwise specified herein or by the Association's Board, any other vehicles are prohibited.
2. In the event that any Unit Owner's balance for unpaid Assessments exceeds an amount equal to two (2) months of the common monthly assessments, his/her parking privileges shall be suspended until all such amounts are paid in full. The delinquent Unit Owner, or any related Resident, shall be prohibited from parking within the Association's parking areas. Any Passenger Vehicle parked on the Association's Property and owned by a Unit Owner, or a Unit Owner's resident, where the Unit Owner is more than 60 days in arrears in Association monthly assessments, fines, late fees, and/or attorneys' fees, shall be towed.
3. Parking Spaces shall be used only for vehicles.
4. Only one vehicle may park in each Parking Space.
5. Parking is prohibited in all no parking areas which are indicated with signage or by yellow or white marked curbs, and marked fire zones. All sidewalks must be clear and no parked cars shall extend beyond the curb. No parking is permitted directly in front of or within 15 feet of any mailbox or fire hydrant.
6. Any parking along the streets within the Association shall only be permitted if the car is facing the direction of travel on that side of the street. Parking along the main streets within the development shall occur only on the cluster side of the road and shall face the correct direction. Cars parking in other portions of the roadway or facing the wrong way

shall be subject to being ticketed, fined, or towed. Parking, temporary or otherwise, on the roadways behind or adjacent to the retail building located next to the development is prohibited. The Association shall not be liable for any accident which occurs due to any type of parking on these roadways or otherwise.

7. Parking spaces in the row house area are to be filled in the following order:

- a. Garage
- b. Driveway
- c. Island parkway

There shall be no parking in front of a unit while parking is available in one of the areas listed above.

8. **Any vehicle which is parked in violation of the rules and regulations of the Association is subject to being ticketed, towed (at the Owner's expense) and/or fined.**

9. Motorcycles may only be parked in Parking Spaces. Parking motorcycles anywhere else on the common property is prohibited. Motorcycles should have a wood board or other device under the kickstand to prevent damage to the parking surface.

10. No person may leave an Unregistered, Abandoned, Commercial, Recreational, Inoperable or illegally parked vehicle on the property.

11. A vehicle shall be deemed to be illegally parked if it is parked in violation of any Association, municipal, state or federal law or regulation enacted to regulate the placement of motor vehicles upon private or public lots, roads or highways.

12. For purposes of this Resolution, a continuing and/or subsequent offense shall mean any offense occurring within 360 days of the immediately preceding offense.

13. Residents may make minor vehicle repairs, but cleanup is the Residents'

responsibility. Should oil spill, kitty litter or oil dry products must be used immediately.

14. Residents shall not make any major vehicle repairs on the Property.

15. Residents shall comply with environmental standards for oil disposal. Oil is not to be deposited in trash or community drainage systems.

16. All owners and tenants must provide visitor parking passes to be visible in all visitor vehicles.

B. Commercial Vehicle Regulations:

Commercial Vehicles are prohibited from parking overnight in any Parking Space, or on any of the other common areas of the Association.

IV. ENFORCEMENT

A. Notice and Due Process:

1. The sign placed at the community's entrance shall be deemed notice to all persons who bring a vehicle onto the Association's Property.
2. No Individual Notice of Removal will be given prior to towing an illegally parked vehicle, other than what is required by the Master Deed.
3. Vehicles will be towed to a designated impound chosen by the Board. Information concerning the towing contractor will be posted on the sign at the entrance and exit to the Association's Property.

B. Towing:

1. A vehicle may be towed by the Association for:
 - a. a violation of any parking rule or regulation; or
 - b. if a Unit Owner's account remains in arrears for more than 60 days; or
 - c. if any vehicle is parked in an unsafe manner, including, but not limited to,

blocking a hydrant or emergency vehicle access or parking in a fire zone.

2. A vehicle that is parked in violation of the Association's Rules and Regulations may be towed when management or its agent has authorized the tower to remove the particular Motor Vehicle.
3. A company engaged by the Association for that purpose shall tow any vehicle not parked in designated parking spaces on the common property, including the limited common property, at the owner's expense.
4. The cost of towing and storing the subject vehicle shall be the sole responsibility of the vehicle's owner.
5. It is the responsibility of the owner of a towed vehicle to arrange for the return of the vehicle and pay any and all costs incident to the towing and storage of the vehicle.
6. If no action is taken by the owner within ninety (90) days of the removal of the vehicle from the common property, or as otherwise provided for by law and/or the policy of the towing company, the vehicle may become the property of the towing company or sold at public auction.
7. Neither the Association nor the Board of Directors shall be liable to the owner of the subject vehicle or the Unit Owner responsible for such vehicle, for any damage and/or injuries which occur during, or as a result of, the removal of such vehicle from the Property.

V. **GENERAL PROVISIONS**

1. This Resolution is retroactive and applies to all Unit Owners and Residents.
2. The Association shall collect any monies due hereunder in the same manner as Association assessments.

3. The Board shall have the right to seek any other remedy or remedies available to it under the Master Deed and By-Laws or applicable law with respect to the delinquent assessments.
4. The Board of Directors shall have absolute discretion as to the enforcement of this Resolution.
5. These Restrictions shall supersede any conflicting provisions in any previously adopted rules and/or regulations with respect to the same subject matter.
6. Should any provision herein be determined to be invalid, the remaining provisions herein shall be in full force and effect.

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

Resolution Type: Policy No.

Pertaining To: Parking Rules and Towing of Vehicles

Duly adopted at a meeting of the Board of Directors of the Springfield Park Place Condominium Association, Inc., held this _____ day of _____, 2014.

Officer

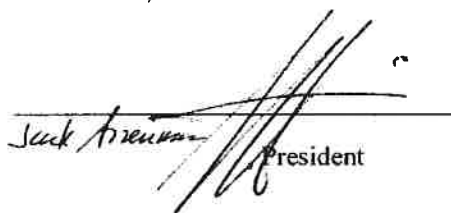
Vote:

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—

Attest:

Springfield Park Place Condominium Association, Inc.


_____, Secretary


_____, President

File:
Book of Minutes:
Book of Resolutions:

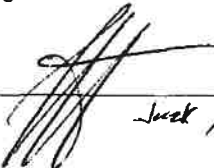
	Book No.	Page No.
Policy	_____	_____
Administrative	_____	_____
Special	_____	_____
General	_____	_____

Resolution Effective: _____, 2014.

086018-0710

NOW THEREFORE, Jack Aizenman, the President of Springfield Park Place Condominium Association, Inc., based on the authority granted by the Association's Master Deed, Bylaws, and the Board of Directors vote reflected above, hereby submits this resolution for recordation in the Union County Clerk's Office.

Springfield Park Place Condominium Association, Inc.,

, President

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss.
COUNTY OF UNION)

On the 18th day of JUNE, 2014, JACK AIZENMAN personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed and delivered the foregoing document as the President of Springfield Park Place Condominium Association, Inc. (the "Association"); and

(b) this document was signed and delivered by the Association as its voluntary act and deed by virtue of authority from its Board of Directors.

Signed and sworn to before me on
JUNE 18, 2014.


NOTARY PUBLIC OF
NEW JERSEY

MAXINE FARBER
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/31/2016

RECORD AND RETURN TO:
MCGOVERN LEGAL SERVICES, LLC
P.O. Box 1111
NEW BRUNSWICK, NJ 08903-1111
(732)-246-1221

086018-0711

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

POLICY RESOLUTION NO. _____

REGARDING A SYSTEM OF FINES & LATE FEES

WHEREAS, the Springfield Park Place Condominium Association, Inc., is a New Jersey non-profit corporation, having its offices at c/o Community Manager, Attn: Angela Pizzi, 955 S. Springfield Avenue, Unit 2308, Springfield, New Jersey 07081 (hereinafter referred to as the "Association"); and

WHEREAS, the Association was created by, among other documents, the Master Deed of the Association (the "Master Deed") with attached Bylaws (the "Bylaws"), as may be amended from time to time, recorded in the **Office of the Union County Clerk on May 26, 1988 in Deed Book 3552, Page 688, et. seq.**;

WHEREAS, Bylaws, Article V, Section 5.01(f) states that the Board has authority "[t]o adopt, amend, or publish Rules and Regulations covering the details of the operation and use of the General Common Elements and Residential Limited Common Elements"; and

WHEREAS, Bylaws, Article II, Section 2.05 states that "if Rules and Regulations governing the use of the Common Elements and the conduct of persons thereon have been adopted and published, as authorized in these By-Laws, the rights and privileges of any person in violation thereof may be suspended at the discretion of the Board for a period not to exceed thirty (30) days for any single violation, but if the violation is of a continuing nature, such rights and privileges may be suspended indefinitely until such time as the violation is abated."; and

WHEREAS, Master Deed, Article 9, Section 9.01(f)(ii) states that the board has the right to "suspend the enjoyment and voting rights of any Unit Owner for any period during which any infraction of its published Rules and Regulations continues, it being understood that any suspension for either non-payment of any assessment or a breach of the Rules and Regulations of the Association shall not constitute a waiver or discharge of the Unit Owner's obligation to pay the assessment."; and

WHEREAS, Master Deed, Section 11.02 states that the Board "shall have the power to make

such Rules and Regulations as may be necessary to carry out the intent of these use restrictions, and shall have the right to bring lawsuits to enforce the Rules and Regulations so promulgated. The Board shall further have the right to levy fines for violations of these regulations, provided that the fine for a single violation may not, under any circumstances, exceed \$25.00. Each day that a violation continues after receipt of notice by the Unit Owner may be considered as a Common Expense to be levied against the particular Unit Owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses, including the right of lien.”; and

WHEREAS, Bylaws, Article VI, Section 6.09 states that “[i]f a Unit Owner shall be in default in the payment of an installment upon a Common Expense Assessment, the Board may accelerate the remaining installments of the assessment and file a lien for such accelerated amount upon notice to the Unit Owner, and if the delinquent installment has not been theretofore paid, the then unpaid balance of the Common Expense Assessment shall become due upon the date stated in the notice, which date shall not be less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.”; and

WHEREAS, Bylaws, Article VI, Section 6.10 states that the Board “shall have the right in connection with the collection of any Common Expense Assessment, or other charge, to impose a late charge of any reasonable amount and/or interest at the legal maximum rate permitted by law for the payment of delinquent real estate taxes, if such payment is made after a date certain stated in such notice.”; and

WHEREAS, the Board has determined that it is in the best interest of the Association to establish a detailed procedure for fines and late fees; and

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

I. SYSTEM OF FINES

- A. Notwithstanding anything else herein, pursuant to N.J.S.A. 46:8B-14(k), prior to any fine becoming payable, the accused shall have the opportunity to participate in an alternative dispute resolution process as described in the Association’s ADR Resolution.

- B. Violations of the Rules and Regulations, By-Laws or Master Deed, shall be treated as separate violations for each day after the complaint is served upon the offending party or responsible Unit Owner.
- C. After notice of the violation, if the conduct complained of is found to be a violation of the Association's Master Deed, Bylaws and/or Rules and Regulations, the Unit Owner shall be fined \$25.00 for each violation per day until the violation is cured.
- D. The Association shall be entitled to suspend all Membership rights when there is an outstanding violation and/or sum outstanding to the Association that is overdue.
- E. Fines shall accrue from the date of the first complaint but shall not be payable until there has been an opportunity to participate in alternative dispute resolution ("ADR"). Similarly, membership rights may not be suspended until there has been an opportunity to participate in ADR. If a unit owner or resident refuses to participate in ADR or fails to respond to an offer of ADR, that person shall be deemed to have waived his/her right to participate in ADR, and all fines shall immediately become payable and any suspension of rights shall become effective immediately.
- F. This resolution shall not circumscribe or limit any other rights and/or powers that the Association may have by law and/or by the Association's governing documents.

II. LATE FEES

- A. All Owners shall be obligated to pay the annual assessment and any special assessments.
- B. The annual assessment shall be paid in equal monthly installments, in advance, on the first of each month at an address designated by the Board of Directors.
- C. All Owners will be given a ten (10) day grace period to pay their maintenance fee before a late fee will be charged to their account.
- D. Any payment not received within ten (10) days of its due date shall obligate the Owner to pay a late fee payment of twenty-five (\$25.00) dollars.
- E. This late charge shall be automatically added to the Owner's account and thereafter be a part

- of the continuing lien for maintenance fees until all sums, including such late charges, shall have been paid in full.
- F. If an Owner does not pay his/her monthly maintenance fee in full on or before the tenth (10th) day after the due date, a "late notice" shall be sent to the Owner.
 - G. If an Owner fails to pay the monthly installments of the annual assessment and other charges currently due within ten (10) days of the due date, the Association may send correspondence to the Owner, informing him/her that the Association will accelerate and declare immediately due and payable all assessment installments for the remainder of the fiscal year, without further notice being given to the delinquent Owner, if the delinquent monthly assessment is not paid in full within ten (10) days from the date of the notice. That Owner shall thereby lose the privilege of paying the annual assessment in monthly installments for that fiscal year.
 - H. If payment is made and a check is returned for insufficient funds, the cost of the returned check will be assessed against the unit owner.
 - I. Each monthly maintenance fee installment shall be regarded as a separate payment for the calculation of late payment fees.
 - J. Notwithstanding any of the above, the Association may exercise all rights and remedies available to it by law, in equity and/or pursuant to the Master Deed and Bylaws.
 - K. Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.
 - L. Any provision contained within any previously adopted resolution of the Association, which conflicts with any provision(s) set forth herein, shall be deemed void and the provision herein shall govern.

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

Resolution Type: Policy No.

Pertaining To: A System of Fines & Late Fees

Duly adopted at a meeting of the Board of Directors of the Springfield Park Place Condominium Association, Inc., held this _____ day of _____, 2014.

<u>Officer</u>	Vote:	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____, Director	✓	—	—	—	—
_____, Director	✓	—	—	—	—
_____, Director	✓	—	—	—	—
_____, Director	✓	—	—	—	—
_____, Director	✓	—	—	—	—
_____, Director	✓	—	—	—	—
_____, Director	✓	—	—	—	—

Attest:

Springfield Park Place Condominium Association, Inc.

F. Flusche
 _____, Secretary

Jack Brennan
 _____, President

File:
 Book of Minutes:
 Book of Resolutions:

	Book No.	Page No.
Policy	_____	_____
Administrative	_____	_____
Special	_____	_____
General	_____	_____

Resolution Effective: _____, 2014.

086018-0716

NOW THEREFORE, Jack Arzenman, the President of Springfield Park Place Condominium Association, Inc., based on the authority granted by the Association's Master Deed, Bylaws, and the Board of Directors vote reflected above, hereby submits this resolution for recordation in the Union County Clerk's Office.

Springfield Park Place Condominium Association, Inc.,

Jack Arzenman, President

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss.
COUNTY OF UNION)

On the 18th day of JUNE, 2014, Jack Arzenman personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed and delivered the foregoing document as the President of Springfield Park Place Condominium Association, Inc. (the "Association"); and
- (b) this document was signed and delivered by the Association as its voluntary act and deed by virtue of authority from its Board of Directors.

Signed and sworn to before me on
JUNE 18, 2014.

Maryal Farker
NOTARY PUBLIC OF
NEW JERSEY

RECORD AND RETURN TO:
MCGOVERN LEGAL SERVICES, LLC
P.O. Box 1111
NEW BRUNSWICK, NJ 08903-1111
(732)-246-1221

086018-0717

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.
POLICY RESOLUTION NO. _____
REGARDING COLLECTION OF DELINQUENT ACCOUNTS AND SUSPENSION OF
MEMBERSHIP PRIVILEGES

WHEREAS, the Springfield Park Place Condominium Association, Inc., is a New Jersey non-profit corporation, having its offices at c/o Community Manager, Attn: Angela Pizzi, 955 S. Springfield Avenue, Unit 2308, Springfield, New Jersey 07081 (hereinafter referred to as the "Association"); and

WHEREAS, the Association was created by, among other documents, the Master Deed of the Association (the "Master Deed") with attached Bylaws (the "Bylaws"), as may be amended from time to time, recorded in the **Office of the Union County Clerk on May 26, 1988 in Deed Book 3552, Page 688, et. seq.;**

WHEREAS, Bylaws, Article V, Section 5.01(f) states that the Board has authority "[t]o adopt, amend, or publish Rules and Regulations covering the details of the operation and use of the General Common Elements and Residential Limited Common Elements"; and

WHEREAS, Bylaws, Article II, Section 2.05 states that "if Rules and Regulations governing the use of the Common Elements and the conduct of persons thereon have been adopted and published, as authorized in these By-Laws, the rights and privileges of any person in violation thereof may be suspended at the discretion of the Board for a period not to exceed thirty (30) days for any single violation, but if the violation is of a continuing nature, such rights and privileges may be suspended indefinitely until such time as the violation is abated."; and

WHEREAS, Master Deed, Article 9, Section 9.01(f)(ii) states that the board has the right to "suspend the enjoyment and voting rights of any Unit Owner for any period during which any infraction of its published Rules and Regulations continues, it being understood that any suspension for either non-payment of any assessment or a breach of the Rules and Regulations of the Association shall not constitute a waiver or discharge of the Unit Owner's obligation to pay the assessment."; and

WHEREAS, Master Deed, Section 11.02 states that the Board “shall have the power to make such Rules and Regulations as may be necessary to carry out the intent of these use restrictions, and shall have the right to bring lawsuits to enforce the Rules and Regulations so promulgated. The Board shall further have the right to levy fines for violations of these regulations, provided that the fine for a single violation may not, under any circumstances, exceed \$25.00. Each day that a violation continues after receipt of notice by the Unit Owner may be considered as a Common Expense to be levied against the particular Unit Owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses, including the right of lien.”; and

WHEREAS, Bylaws, Article VI, Section 6.09 states that “[i]f a Unit Owner shall be in default in the payment of an installment upon a Common Expense Assessment, the Board may accelerate the remaining installments of the assessment and file a lien for such accelerated amount upon notice to the Unit Owner, and if the delinquent installment has not been theretofore paid, the then unpaid balance of the Common Expense Assessment shall become due upon the date stated in the notice, which date shall not be less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.”; and

WHEREAS, Bylaws, Article VI, Section 6.10 states that the Board “shall have the right in connection with the collection of any Common Expense Assessment, or other charge, to impose a late charge of any reasonable amount and/or interest at the legal maximum rate permitted by law for the payment of delinquent real estate taxes, if such payment is made after a date certain stated in such notice.”; and

WHEREAS, the Board has determined it is necessary to establish a fixed procedure for the collection of delinquent assessments, allocation of payments and suspension of privileges; and

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

1. All members shall be obligated to pay the maintenance fee of the Association monthly, in advance, on the first of each month at an address designated by

Management.

2. If payment is not received by the tenth (10th) day of the month due, then the payment shall be considered late and the unit owner shall be delinquent.
3. The Association shall notify every delinquent unit owner on or after the tenth (10th) day of each month of their arrearage (the "Notice of Default").
4. If a delinquent unit owner fails to pay the unpaid assessment and cure the arrearage within ten (10) days of the Notice of Default, the Association may accelerate the remaining unpaid assessments for that fiscal year without further notice to said unit owner.
5. If the account is not made current after the Notice of Default has been forwarded and within thirty (30) days after the amount was initially due, then the account shall be forwarded to the Association's legal counsel for collection.
6. In the event that the account is forwarded to legal counsel for collection, legal counsel may send a collection letter requesting payment and advising that if payment is not received immediately, then a lien will be recorded and a lawsuit will be filed to collect the assessment, fines, other charges, and attorney fees and costs.
7. If payment is made and the check is returned for insufficient funds, the cost of the returned check will be assessed against the unit owner.
8. Reasonable attorneys' fees and costs shall be added to the account and thereafter shall be a part of the continuing lien for maintenance fees as provided for in the Master Deed and Bylaws until all dues, including such attorneys' fees, have been paid in full.
9. Each monthly maintenance fee installment shall be regarded as a separate payment for the calculation of any late payment fees that may arise.

10. If a unit owner remits timely payment of a maintenance fee of any month following that for which payment was not received, such payment will be allocated to the oldest unpaid item on the account first, whether that be a prior assessment, fine, attorneys' fees or other charges.
11. Partial payment of any amounts due on a unit owner's account shall not discontinue or restart the collections process outlined herein. The procedures described herein shall be adhered to until payment in full is received for all amounts due on a unit owner's account, including, but not limited to, unpaid maintenance fees and attorney's fees.
12. In the event that the account is not made current within sixty (60) days after the amount was initially due, the unit owner shall lose all privileges to use the common elements and amenities, including parking on the common elements.
13. When a unit owner loses all privileges to use the common elements and amenities due to unpaid assessments, said unit owner's privileges shall not be restored until all arrearages, including attorneys' fees and costs of collection, have been paid in full.
14. Notwithstanding any of the above, the Association may exercise all rights and remedies available to it by law, in equity and/or pursuant to the Master Deed and Bylaws.
15. Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.
16. Any provision contained within any previously adopted resolution of the Association, which conflicts with any provision(s) set forth herein, shall be deemed void and the provision(s) herein shall govern.

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

Resolution Type: Policy No.

Pertaining To: Collection of Delinquent Accounts and Suspension of Membership Privileges

Duly adopted at a meeting of the Board of Directors of the Springfield Park Place Condominium Association, Inc., held this _____ day of _____, 2014.

Officer

Vote:

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—

Attest:

Springfield Park Place Condominium Association, Inc.

Secretary

President

File:
Book of Minutes:
Book of Resolutions:

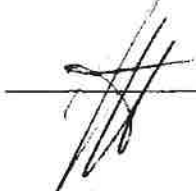
	Book No.	Page No.
Policy	_____	_____
Administrative	_____	_____
Special	_____	_____
General	_____	_____

Resolution Effective: _____, 2014.

086018-0722

NOW THEREFORE, Jack Arzenman, the President of Springfield Park Place Condominium Association, Inc., based on the authority granted by the Association's Master Deed, Bylaws, and the Board of Directors vote reflected above, hereby submits this resolution for recordation in the Union County Clerk's Office.

Springfield Park Place Condominium Association, Inc.,



Jack Arzenman, President

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss.
COUNTY OF UNION)

On the 18th day of JUNE, 2014, Jack Arzenman personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed and delivered the foregoing document as the President of Springfield Park Place Condominium Association, Inc. (the "Association"); and
- (b) this document was signed and delivered by the Association as its voluntary act and deed by virtue of authority from its Board of Directors.

Signed and sworn to before me on
JUNE 18, 2014.



NOTARY PUBLIC OF
NEW JERSEY

MAXINE FARBER
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/31/2016

RECORD AND RETURN TO:
-- MCGOVERN LEGAL SERVICES, LLC
P.O. Box 1111
NEW BRUNSWICK, NJ 08903-1111
(732)-246-1221

086018-0723

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

POLICY RESOLUTION NO. _____

REGARDING USE OF THE POOL

WHEREAS, the Springfield Park Place Condominium Association, Inc., is a New Jersey non-profit corporation, having its offices at c/o Community Manager, Attn: Angela Pizzi, 955 S. Springfield Avenue, Unit 2308, Springfield, New Jersey 07081 (hereinafter referred to as the "Association"); and

WHEREAS, the Association was created by, among other documents, the Master Deed of the Association (the "Master Deed") with attached Bylaws (the "Bylaws"), as may be amended from time to time, recorded in the **Office of the Union County Clerk on May 26, 1988 in Deed Book 3552, Page 688, et. seq.**;

WHEREAS, Bylaws, Article V, Section 5.01(f) states that the Board has authority "[t]o adopt, amend, or publish Rules and Regulations covering the details of the operation and use of the General Common Elements and Residential Limited Common Elements"; and

WHEREAS, Bylaws, Article II, Section 2.05 states that "if Rules and Regulations governing the use of the Common Elements and the conduct of persons thereon have been adopted and published, as authorized in these By-Laws, the rights and privileges of any person in violation thereof may be suspended at the discretion of the Board for a period not to exceed thirty (30) days for any single violation, but if the violation is of a continuing nature, such rights and privileges may be suspended indefinitely until such time as the violation is abated."; and

WHEREAS, Master Deed, Article 9, Section 9.01(f)(ii) states that the board has the right to "suspend the enjoyment and voting rights of any Unit Owner for any period during which any infraction of its published Rules and Regulations continues, it being understood that any suspension for either non-payment of any assessment or a breach of the Rules and Regulations of the Association shall not constitute a waiver or discharge of the Unit Owner's obligation to pay the assessment."; and

WHEREAS, Master Deed, Section 11.02 states that the Board "shall have the power to make such Rules and Regulations as may be necessary to carry out the intent of these use restrictions, and shall

have the right to bring lawsuits to enforce the Rules and Regulations so promulgated. The Board shall further have the right to levy fines for violations of these regulations, provided that the fine for a single violation may not, under any circumstances, exceed \$25.00. Each day that a violation continues after receipt of notice by the Unit Owner may be considered as a Common Expense to be levied against the particular Unit Owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses, including the right of lien.”; and

WHEREAS, the Board has determined it is necessary to adopt a resolution establishing rules and regulations for the use of the Association’s Pool and appurtenant facilities (the “Pool”) and insuring compliance of these regulations by Unit Owners and their Guests; and

NOW, THEREFORE, BE IT RESOLVED, that the following procedures are hereby adopted: The following Rules and Regulations apply to the use of the pool. For your safety and the safety of others, these rules will be strictly enforced:

I. The pool schedule is as follows:

- Pool opening is the weekend of Memorial Day.
- Pool closing is Labor Day depending on weather and the professional opinion of the pool management company.
- Pool will be open from _____ a.m. to _____ p.m. on weekdays and from _____ a.m. to _____ p.m. on weekends.
- Access to the Pool is obtained by entering the front gate. All members and their guests must present their pool pass(s) to the lifeguard upon entering the Pool area.
- No resident or guest may enter the pool area or use the pool after hours, when the pool is closed. The pool hours shall be posted by a sign at the pool. The pool may only be used when the pool is opened by the pool management company and a lifeguard is present.
- The Association has cameras installed in the pool area in order to determine if anyone is

in the pool area or using the pool after hours.

- Any resident entering the pool area by any means or using the pool after hours will be subject, for a first offense, to immediate suspension of pool privileges for a period of thirty (30) days. The penalty for a second offense, shall be a suspension of pool privileges for an additional thirty (30) days, and shall also subject the owner to a fine of \$25. The third or subsequent violation of this rule shall subject the owner or resident to a suspension of pool privileges for the remainder of that year's pool season and an additional \$25 fine for each occurrence.

II. General Pool Rules

- A. All Unit Owners, Residents and their guests shall use the Pool facilities at their own risk.
- B. All Unit Owners must complete and sign the attached Swimming Pool Agreement (see Exhibit A; hereinafter referred to as the "Agreement").
- C. If a Unit Owner or Resident wishes to allow their child(ren), fourteen (14) years of age or older, to use the Pool without being accompanied by an adult, then all parent(s) and/or legal guardians of the child(ren) must indicate such on the attached Agreement.
- D. Guests must be with a Unit Owner or Resident at all times.
- E. All swimmers must shower before entering the pool.
- F. Persons with open skin abrasions, bandages, infections, colds, etc., will not be allowed in Pool area.
- G. Persons with signs of intoxication will not be allowed in Pool area.
- H. No diving is allowed.

- I. No spitting or nose blowing is allowed.
- J. No profane or abusive language is allowed.
- K. No rough play or running will be permitted.
- L. Children under the age of 14 must be supervised by an adult.
- M. Children who do not follow the rules and regulations will be denied admittance unless accompanied by a parent or adult caregiver.
- N. Members and guests are not permitted to enter pool equipment storage areas.
- O. The Association has the right to remove any swimmer from the Pool and/or patio area for inappropriate conduct or actions.
- P. Weather may limit the use of the Pool and patio area. Temperatures under 68 degrees or thunderstorms in the area will result in the pool closing.
- Q. Proper swimming attire is required; i.e., no cut offs, etc. Babies must wear swim diapers.
- R. No pets or animals shall be permitted in the Pool or appurtenant facilities.
- S. No Alcohol shall be permitted in the Pool area or appurtenant facilities.
- T. The Maximum Permitted Occupancy of the Pool may result in inaccessibility to some Unit Owners, Residents and their guests on occasion.
- U. Any Unit Owner who is delinquent in his/her payment of common assessments to the Association, or any other monies due the Association, may have his/her Pool privileges suspended and/or revoked.**
- V. Notwithstanding any of the above, the Association may exercise all rights and remedies available to it under law, in equity and/or pursuant to the governing documents to enforce the Unit Owner's obligations.

- W. Should any provision hereof or in the attached Pool Agreement be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.
- X. Any provisions contained within any previously adopted resolution of the Association, which conflicts with any provisions set forth herein, shall be deemed null and void, and the provisions contained herein shall govern.
- Y. Subject to the limitations contained in Master Deed, Article 9, Section 9.01 and Bylaws, Article II, Section 2.05, should any Association member facilitate any other person's circumvention of these rules/regulations and/or their enforcement in any way (for example, by giving a pool pass to a person whose privileges are suspended) that member's pool privileges shall also be subject to suspension/revocation.**

III. Guest Pool Rules: Guests may use the Pool, subject to the following rules, which are in addition to the general pool rules:

- A. Guests must be with an Association Resident or Unit Owner at all times.
- B. Each guest must have a guest pass. Residents and Unit Owners may purchase guest passes from the Association for the then current fee, which may be changed from time to time by the Association.
- C. Unit Owners are responsible for any damages their guest(s) or their tenant's guest(s) may cause.
- D. Unit Owners are responsible for the conduct of their guest(s) or their tenant's guest(s), including a guest's entry into the pool area or use of the pool after hours.
- E. The Association has the right to limit the number of guests at any time to ensure that Association Members and Residents have access to the facilities.

EXHIBIT A

Springfield Park Place Condominium Association, Inc. Swimming Pool Agreement

All Unit Owners and Tenants Must Complete and Sign this Agreement.

1. GUEST POLICY:

I/We understand that the Springfield Park Place Condominium Association Inc.'s (the "Association") Pool Rules provide that guests must always be accompanied by a Unit Owner or Resident/Tenant when using the Association's pool (the "Pool"). I/We further understand that it is important that guests be supervised in their use of the Pool, as they may not share the vested interest the Unit Owners of the Association and may not fully appreciate the costs and expenses associated with maintaining the Pool.

We therefore assume full responsibility for and hereby agree to defend, indemnify and hold harmless the Association and all Association Directors, Unit Owners and Residents against all damage to the Association's Pool, fences, gates, amenities, equipment, clubhouse, and other personal property associated therewith caused by any guest we may allow to use the Pool and appurtenant facilities. Such indemnification shall include, but not be limited to, the costs of repair or replacement, together with court costs and legal fees in the event legal collection of any damages becomes necessary.

2. CHILD REGISTRATION

The minor children listed below are members of my/our household:

Name	Age
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. CHILD SWIM RELEASE FORM

THIS MUST BE COMPLETED AND SIGNED BY ALL PARENTS (OR GUARDIANS) TO ALLOW CHILDREN BETWEEN 14-17 YEARS OF AGE TO SWIM WITHOUT BEING ACCOMPANIED BY A PARENT OR GUARDIAN, OR RELIABLE ADULT CUSTODIAN WHO IS AT LEAST 18 YEARS OLD.

I/We understand that the Association's Pool Rules provide that children under the age of 14 must be accompanied by their parent, guardian, or reliable adult custodian 18 years of age or older. The parent or guardian must submit in writing to the Association those people they wish to designate as a "Reliable Adult Custodian" if not themselves, for example, a nanny or older sibling.

I/We also understand that children between the ages of 14-17 years of age may swim at the pool without a parent or guardian or appointed adult custodian **ONLY IF** this agreement is signed by a child's parent or legal guardian. We wish to allow the children listed below who are between the ages of 14-17 years of age to swim at the pool **WITHOUT** their parent, guardian, or reliable adult custodian being present:

1
986018-0729

Initial Here: _____

EXHIBIT A

Name	Age	Birthday
_____	_____	_____
_____	_____	_____
_____	_____	_____

We understand that, whether or not there is a lifeguard on duty, the Association's staff, contractors, other adults or people in attendance at the pool ARE NOT RESPONSIBLE for the safety of my/our children while they are swimming. I/We also understand that I/we are responsible for our children's behavior and actions while at the pool. We affirm that the above-listed children are very capable swimmers and are able to swim safely in ALL areas of the pool.

WE ASSUME ALL RESPONSIBILITY FOR AND RELEASE THE SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC., THE ASSOCIATION'S RESIDENTS, UNIT OWNERS AND THEIR HEIRS AND ASSIGNS, MANAGEMENT COMPANY AND ALL OTHER PERSONS AND FIRMS FROM ANY AND ALL CLAIMS AND/OR DAMAGES ARISING OUT OF ANY INJURY OR FATALITY SUFFERERED BY ANY CHILD (OR CHILDREN) LISTED ABOVE WHILE AT THE POOL AND WHICH RESULTS FROM THE NORMAL RISKS ASSOCIATED WITH SWIMMING.

I/We agree to frequently remind my/our children that they must follow all of the Pool Rules while at the Pool, including, but not limited to, the rules prohibiting diving, running, pushing, shouting, and other offensive behavior. We recognize that pool privileges may be withdrawn from any person who violates or abuses the Pool Rules. Even when there is a lifeguard on duty, I/we acknowledge and agree that it is the parents' and/or guardians' responsibility to make sure that any child whose name does not appear on this form does not use the pool unsupervised.

All Association Members, and any tenant(s) of theirs, must sign this form in order to use the Pool. If the member or tenant has no children under 18 years of age, or if the member or tenant does not intend to allow his/her/their children between the ages of 14-18 years of age to swim unattended write "NONE" under the words "Children's Names" on this form.

Signatures are on the Following Page.

086018-²0730

Initial Here: _____

EXHIBIT A

POOL RULES AND REGULATIONS: CONFIRMATION OF RECEIPT AND REVIEW

On this date, _____, 20____, I acknowledge that I have received a copy of the Rules and Regulations of the Springfield Park Place Condominium Association's Pool Facilities and have read and reviewed these with all members of my household and agree to abide by them. I also agree to defend, indemnify and hold harmless the Springfield Park Place Condominium Association, Inc., its officers, directors and agents for any injury or illness that I or members of my family or guests of my family, might receive due to the usage of these facilities.

Signature(s) of Unit Owner(s) and/or Tenant(s)

Name

Address

Home, Work & Mobile Phone Numbers

E-Mail Address

Please list all members of your household and their age:

Name	Age
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Please return this completed, and notarized, form to the Association's Management at:

Springfield Park Place Condominium Association, Inc.
c/o Angela Pizzi, Community Manager
955 S. Springfield Avenue, Unit 2308
Springfield, New Jersey 07081

The forgoing was sworn and subscribed to before me on this ____ day of _____, 20__.

Notary Public, State of New Jersey

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

Resolution Type: Policy No.

Pertaining To: Pool Rules

Duly adopted at a meeting of the Board of Directors of the Springfield Park Place Condominium Association, Inc., held this _____ day of _____, 2014.


Officer

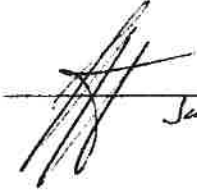
Vote:

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—

Attest:

Springfield Park Place Condominium Association, Inc.


_____, Secretary


_____, President

File:
Book of Minutes:
Book of Resolutions:

	Book No.	Page No.
Policy	_____	_____
Administrative	_____	_____
Special	_____	_____
General	_____	_____

Resolution Effective: _____, 2014.

NOW THEREFORE, _____, the President of Springfield Park Place Condominium Association, Inc., based on the authority granted by the Association's Master Deed, Bylaws, and the Board of Directors vote reflected above, hereby submits this resolution for recordation in the Union County Clerk's Office.

Springfield Park Place Condominium Association, Inc.,

Jack Arzenma, President

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss.
COUNTY OF UNION)

On the 18th day of JUNE, 2014, Jack Arzenma personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed and delivered the foregoing document as the President of Springfield Park Place Condominium Association, Inc. (the "Association"); and
- (b) this document was signed and delivered by the Association as its voluntary act and deed by virtue of authority from its Board of Directors.

Signed and sworn to before me on
JUNE 18, 2014.

Maxine Farber
NOTARY PUBLIC OF
NEW JERSEY

MAXINE FARBER
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/31/2016

RECORD AND RETURN TO:
MCGOVERN LEGAL SERVICES, LLC
P.O. Box 1111
NEW BRUNSWICK, NJ 08903-1111
(732)-246-1221

096018-0733

**SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.
POLICY RESOLUTION NO. _____
REGARDING PETS**

WHEREAS, the Springfield Park Place Condominium Association, Inc., is a New Jersey non-profit corporation, having its offices at c/o Community Manager, Attn: Angela Pizzi, 955 S. Springfield Avenue, Unit 2308, Springfield, New Jersey 07081 (hereinafter referred to as the "Association"); and

WHEREAS, the Association was created by, among other documents, the Master Deed of the Association (the "Master Deed") with attached Bylaws (the "Bylaws"), as may be amended from time to time, recorded in the **Office of the Union County Clerk on May 26, 1988 in Deed Book 3552, Page 688, et. seq.;**

WHEREAS, Bylaws, Article V, Section 5.01(f) states that the Board has authority "[t]o adopt, amend, or publish Rules and Regulations covering the details of the operation and use of the General Common Elements and Residential Limited Common including but not limited to pet controls."; and

WHEREAS, N.J.S.A. 46:8B-14(c) provides that that Board has the power to adopt rules governing the use and operation of the condominium and the condominium property.

WHEREAS, Bylaws, Article V, Section 5.01(l) states that the Board shall have the power to "enforce obligations of the Unit Owners and do anything and everything else necessary and proper for the sound management of the Condominium, including the right to bring or defend lawsuits to enforce the terms, conditions and restrictions contained in the Master Deed, the Certificate of Incorporation, these By-Laws, or the Rules and Regulations"; and

WHEREAS, Bylaws, Article X, Section 10.01(l) states that the Board shall have the power to "enforce the terms of this instrument or any Rule or Regulation promulgated pursuant thereto, by any or all of the following: self-help; sending notice to the offending party to cause certain things to be done or undone: restoring the Association to its original position and charging the breaching party with the entire cost or any part thereof by complaint to the duly constituted authorities: or by taking any other action before any court, summary or otherwise, as may be provided by law"; and

086018-0734

WHEREAS, Master Deed, Section 11.02 states that the Board “shall have the power to make such Rules and Regulations as may be necessary to carry out the intent of these use restrictions, and shall have the right to bring lawsuits to enforce the Rules and Regulations so promulgated”; and

WHEREAS, Master Deed, Section 11.01(m) states, “No noxious or offensive activities shall be carried on, in or upon the Common Elements or in any Unit nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other Owners, occupants or residents in the Condominium”; and

WHEREAS, the Board has determined it is necessary and desirable in the best interest of the Association to establish a policy for pet ownership by unit owners and/or their tenants; and

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

1. Each resident (Unit Owner or Tenant) is limited to one dog and one cat per unit.
2. The annual registration fee is twenty-five (\$25.00) dollars per pet.
3. Registration is non-transferable to another animal.
4. The registration fees are based on the wear and tear to common elements. Registration fees are also designed to cover administrative costs associated with maintaining the pet database and monitoring owner compliance with pet rules and regulations.
5. If the owner of the unit where the pet is kept fails to provide the Association's management company with the Pet Registration and Agreement within the time specified, the Association may do any one or all of the following:
 - a.—Failure by any unit owner to provide the Association with Pet Registration, Agreement and accompanying registration fee, may result in the Association levying a \$25.00 fine. Each day a unit owner fails to comply with the Resolution shall be treated as a separate and continuing violation.
 - b.—Exercise any other rights the Association may have at law, in equity or pursuant to the Association's Master Deed, Bylaws and/or Rules and Regulations including, but not limited to, bringing suit to enjoin the unit owner and/or the pet owner from

maintaining the pet in the Association and the unit.

6. No pets may be on Association property or any other area within the Association outside of the unit, unless they are on a leash controlled by a person holding the leash connected to the pet.
7. Leashes used to control a pet on the Association's common elements must be fixed and must not be longer than 6 feet (and may not be retractable). If a person cannot control the leashed pet, that person shall not take the pet outside the unit. No child under 12 shall be permitted to walk a pet within the Association.
8. Pets must be not allowed to jump on, bite, or in any way harm or behave aggressively toward any person or any other pet. The Association may require muzzling of the pet or other means to ensure compliance. Any dog that is found by the Board to be dangerous shall be removed from the community immediately and permanently. This Resolution shall establish a zero tolerance policy. The first incident involving dangerous behavior by any dog will be sufficient to require removal of the dog. "Dangerous" shall be defined as any behavior by a dog involving an attack on a resident or another animal.
9. All feces must be removed and properly disposed of immediately. Feces may not be disposed of in the Association's storm drains.
10. Every dog brought within the Association must be licensed by the Township of Springfield and every dog must wear a collar at all times that displays a tag containing the dog's Springfield license information. Every dog must have an up to date rabies vaccine and the owner must provide proper documentation of vaccination for rabies upon demand by the Association.
11. No dog may be on Association Property that habitually barks or cries.
12. Any damage caused to the common elements by any pet will be the responsibility of the unit owner of the unit in which the pet resides. The Association will repair the damage and charge the responsible unit owner for the costs incurred in repairing the damage. If payment

is not received, any amounts due and owing will be collected in the same manner provided in the Master Deed and Bylaws for the collection of delinquent assessments.

13. Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.
14. Any provision contained within any previously adopted resolution of the Association, which conflicts with any provisions set forth herein, shall be deemed void and the provision contained herein shall govern.

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

Resolution Type: Policy No.

Pertaining To: Relating to Pet Ownership

Duly adopted at a meeting of the Board of Directors of the Springfield Park Place Condominium Association, Inc., held this _____ day of _____, 2014.

Officer

Vote:

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—

Attest:

Springfield Park Place Condominium Association, Inc.

, Secretary

Jack Arzuma, President

File:
Book of Minutes:
Book of Resolutions:

	Book No.	Page No.
Policy	_____	_____
Administrative	_____	_____
Special	_____	_____
General	_____	_____

Resolution Effective: _____, 2014.

DB6018-0738

EXHIBIT A

096018-0739

PET REGISTRATION AND AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____, by and between Springfield Park Place Condominium Association, Inc. (the "Association"), located in the Township of Springfield, Union County, New Jersey and _____ (the "Unit Owner"), residing at _____ and _____ (the "Pet Owner," if different from the Unit Owner), residing at the Association.

WHEREAS, the Association is a non-profit corporation duly organized under the laws of the State of New Jersey;

WHEREAS, the Association has found it necessary to regulate pets brought within the Association; and

WHEREAS, the Association's Policy Resolution Relating to Pets requires the Unit Owner and the Pet Owner to execute this agreement;

NOW, THEREFORE, in consideration of the Unit Owner and/or the Pet Owner being permitted to bring the pet into the Association, the Unit Owner and the Pet Owner agree as follows:

1. Any damage caused by the pet shall be the joint and several responsibilities of the Pet Owner and the Unit Owner where the pet is kept or is visiting.
2. The Unit Owner and the Pet Owner, for himself and/or herself, their successors and assigns hereby agree to indemnify, defend and hold the Association harmless with respect to any damage or any injury to any person or thing caused by the pet.
3. The Unit Owner and the Pet Owner, for himself and/or herself, their successors and assigns covenants and agrees to comply with all federal, state and local statutes, ordinances and regulations pertaining to keeping the pet and shall indemnify, defend and hold the Association harmless for any failure to do so.
4. Notwithstanding anything else, the Unit Owner where the pet is being kept shall take any and all action necessary to permanently remove the pet from the Association upon the Association demanding such removal and providing a reasonable reason for the removal demand.

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

Required Information

1. Name of Pet Owner: _____
2. Address of Pet Owner: _____

1
086018-0740

- 3. Telephone number of Pet Owner: _____
- 4. Name of Unit Owner where pet is to be kept: _____
- 5. Address of Unit Owner where pet is to be kept: _____
- 6. Telephone number of Unit Owner where pet is to be kept: _____
- 7. Attached color picture of subject pet: Yes / No
- 8. If Pet is a Dog: Attached current Certificate of Insurance reflecting a minimum of \$500,000 in liability coverage:
 For the Dog Owner? Yes / No
 For the Unit Owner? Yes / No
- 9. If Pet is a Dog: Township of Springfield Dog License Number: _____

Knowing that the Association is relying on this information, I certify that the preceding information is true and correct as of the date of this agreement and any time after this agreement that such information changes, updated current and correct information will be immediately provided to the Association's manager in writing.

If Pet is a Dog: I hereby further certify that I am the owner of the subject dog and, knowing that the Association is relying on this information, represent that this dog has never bitten a person such that the person's skin has been broken.

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

PET OWNER

UNIT OWNER

 _____ (Date) (Signature)

 _____ (Date) (Signature)

086018²-0741

NOW THEREFORE, Jack Arzenman, the President of Springfield Park Place Condominium Association, Inc., based on the authority granted by the Association's Master Deed, Bylaws, and the Board of Directors vote reflected above, hereby submits this resolution for recordation in the Union County Clerk's Office.

Springfield Park Place Condominium Association, Inc.,

Jack Arzenman, President

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss.
COUNTY OF UNION)

On the 18th day of JUNE, 2014, Jack Arzenman personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed and delivered the foregoing document as the President of Springfield Park Place Condominium Association, Inc. (the "Association"); and
- (b) this document was signed and delivered by the Association as its voluntary act and deed by virtue of authority from its Board of Directors.

Signed and sworn to before me on
JUNE 18, 2014.

Maxine Farber
NOTARY PUBLIC OF
NEW JERSEY

MAXINE FARBER
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/31/2016

RECORD AND RETURN TO:
MCGOVERN LEGAL SERVICES, LLC
P.O. Box 1111
NEW BRUNSWICK, NJ 08903-1111
(732)-246-1221

096018-0742

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

POLICY RESOLUTION NO. _____

REGARDING THE PROHIBITION OF SKATEBOARDING ON ASSOCIATION PROPERTY

WHEREAS, the Springfield Park Place Condominium Association, Inc., is a New Jersey non-profit corporation, having its offices at c/o Community Manager, Attn: Angela Pizzi, 955 S. Springfield Avenue, Unit 2308, Springfield, New Jersey 07081 (hereinafter referred to as the "Association"); and

WHEREAS, the Association was created by, among other documents, the Master Deed of the Association (the "Master Deed") with attached Bylaws (the "Bylaws"), as may be amended from time to time, recorded in the **Office of the Union County Clerk on May 26, 1988 in Deed Book 3552, Page 688, et. seq.;**

WHEREAS, Bylaws, Article V, Section 5.01(f) states that the Board has authority "[t]o adopt, amend, or publish Rules and Regulations covering the details of the operation and use of the General Common Elements and Residential Limited Common Elements"; and

WHEREAS, Bylaws, Article II, Section 2.05 states that "if Rules and Regulations governing the use of the Common Elements and the conduct of persons thereon have been adopted and published, as authorized in these By-Laws, the rights and privileges of any person in violation thereof may be suspended at the discretion of the Board for a period not to exceed thirty (30) days for any single violation, but if the violation is of a continuing nature, such rights and privileges may be suspended indefinitely until such time as the violation is abated."; and

WHEREAS, Master Deed, Article 9, Section 9.01(f)(ii) states that the board has the right to "suspend the enjoyment and voting rights of any Unit Owner for any period during which any infraction of its published Rules and Regulations continues, it being understood that any suspension for either non-payment of any assessment or a breach of the Rules and Regulations of the Association shall not constitute a waiver or discharge of the Unit Owner's obligation to pay the assessment."; and

WHEREAS, Master Deed, Section 11.02 states that the Board "shall have the power to make

such Rules and Regulations as may be necessary to carry out the intent of these use restrictions, and shall have the right to bring lawsuits to enforce the Rules and Regulations so promulgated. The Board shall further have the right to levy fines for violations of these regulations, provided that the fine for a single violation may not, under any circumstances, exceed \$25.00. Each day that a violation continues after receipt of notice by the Unit Owner may be considered as a Common Expense to be levied against the particular Unit Owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses, including the right of lien.”; and

WHEREAS, Master Deed, Section 11.01(m) states, “No noxious or offensive activities shall be carried on, in or upon the Common Elements or in any Unit nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other Owners, occupants or residents in the Condominium.”; and

WHEREAS, the Board has determined that skateboarding on the Common Areas is dangerous and a nuisance to the Association; and

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

The Association prohibits the use of skateboards on Association property. The term “skateboard” shall be construed broadly to effectuate the intent of this Resolution, and shall include, but not be limited to motorized “Razors,” and similar equipment. Any violation thereof by a unit owner and/or his guests and/or child of the owner will subject the unit owner to the following:

I. ENFORCEMENT

- A. A fine of \$25.00 to be assessed against unit owner’s account for each violation.
- B. The Association may suspend the membership rights of the unit owner and any other person entitled to exercise membership rights through the particular unit for a period not to exceed thirty (30) days.

II. DAMAGES AND LIABILITY

- A. Any injury caused to a unit owner or individual on the Association’s common property

caused by the use of a skateboard shall be the responsibility of the unit owner, who either used the skateboard himself, or whose guests, tenants or children used the skateboard, in contravention of this resolution. In any event, the unit owner shall be solely responsible for all costs, fees and exposure to liability resulting from the injury.

- B. Any damage to chattels or property occurring on Association's common property, including damage to the Association's common elements, caused by the use of a skateboard shall be the responsibility of the unit owner who, either used the skateboard himself, or whose guests, tenants or children used the skateboard, in contravention of this resolution. In any event, the unit owner shall be responsible for all costs to repair or replace the chattels or property. The Association shall undertake such repairs or replacements and charge the unit owner's account. If payment is not received, any amounts due and owing will be collected in the same manner provided in the Bylaws for the collection of delinquent assessments.
- C. In the event that the use of a skateboard results in injury to a person or animal, then the unit owner responsible for the use of the skateboard shall indemnify, defend and hold the Association harmless. The foregoing shall also be true if the unit owner's guest, tenant or child caused the injury.
- D. In the event that the use of skateboard results in damage to property or chattels on Association property, then the unit owner responsible for the use of the skateboard shall indemnify, defend and hold the Association harmless. The foregoing shall also be true if the unit owner's guest, tenant or child caused the damage to the property or chattels.

III. GENERAL PROVISIONS

- A. The Board of Directors shall have absolute discretion as to the enforcement of this Resolution.
- B. These Restrictions shall supersede any conflicting provisions in any previously adopted rules and/or regulations with respect to the same subject matter.
- C. Should any provision herein be determined to be invalid, the remaining provisions herein shall be in full force and effect.

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

Resolution Type: Policy No.

Pertaining To: Prohibition of Skateboarding on Association Property

Duly adopted at a meeting of the Board of Directors of the Springfield Park Place Condominium Association, Inc., held this _____ day of _____, 2014.

Officer

Vote:

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—

Attest:

Springfield Park Place Condominium Association, Inc.

, Secretary

President

File:
Book of Minutes:
Book of Resolutions:

	Book No.	Page No.
Policy	_____	_____
Administrative	_____	_____
Special	_____	_____
General	_____	_____

Resolution Effective: _____, 2014.

086018-0746

NOW THEREFORE, Jack Arzenman, the President of Springfield Park Place Condominium Association, Inc., based on the authority granted by the Association's Master Deed, Bylaws, and the Board of Directors vote reflected above, hereby submits this resolution for recordation in the Union County Clerk's Office.

Springfield Park Place Condominium Association, Inc.,

Jack Arzenman, President

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss.
COUNTY OF UNION)

On the 18th day of JUNE, 2014, Jack Arzenman personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed and delivered the foregoing document as the President of Springfield Park Place Condominium Association, Inc. (the "Association"); and

(b) this document was signed and delivered by the Association as its voluntary act and deed by virtue of authority from its Board of Directors.

Signed and sworn to before me on
JUNE 18, 2014.

Maxine Farber

NOTARY PUBLIC OF
NEW JERSEY
MAXINE FARBER
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/31/2016

RECORD AND RETURN TO:
MCGOVERN LEGAL SERVICES, LLC
P.O. Box 1111
NEW BRUNSWICK, NJ 08903-1111
(732)-246-1221

086018-0747

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

POLICY RESOLUTION NO. _____

REGARDING INSURANCE AND CERTIFICATE OF OCCUPANCY

WHEREAS, the Springfield Park Place Condominium Association, Inc., is a New Jersey non-profit corporation, having its offices at c/o Community Manager, Attn: Angela Pizzi, 955 S. Springfield Avenue, Unit 2308, Springfield, New Jersey 07081 (hereinafter referred to as the "Association"); and

WHEREAS, the Association was created by, among other documents, the Master Deed of the Association (the "Master Deed") with attached Bylaws (the "Bylaws"), as may be amended from time to time, recorded in the **Office of the Union County Clerk on May 26, 1988 in Deed Book 3552, Page 688, et. seq.;**

WHEREAS, Bylaws, Article V, Section 5.01(f) states that the Board has authority "[t]o adopt, amend, or publish Rules and Regulations covering the details of the operation and use of the General Common Elements and Residential Limited Common Elements"; and

WHEREAS, N.J.S.A. 46:8B-14(c) provides that that Board has the power to adopt rules governing the use and operation of the condominium and the condominium property.

WHEREAS, Bylaws, Article V, Section 5.01(l) states that the Board shall have the power to "enforce obligations of the Unit Owners and do anything and everything else necessary and proper for the sound management of the Condominium, including the right to bring or defend lawsuits to enforce the terms, conditions and restrictions contained in the Master Deed, the Certificate of Incorporation, these By-Laws, or the Rules and Regulations"; and

WHEREAS, Bylaws, Article X, Section 10.01(l) states that the Board shall have the power to "enforce the terms of this instrument or any Rule or Regulation promulgated pursuant thereto, by any or all of the following: self-help; sending notice to the offending party to cause certain things to be done or undone: restoring the Association to its original position and charging the breaching party with the entire

cost or any part thereof by complaint to the duly constituted authorities: or by taking any other action before any court, summary or otherwise, as may be provided by law.”; and

WHEREAS, Master Deed, Section 11.02 states that the Board “shall have the power to make such Rules and Regulations as may be necessary to carry out the intent of these use restrictions, and shall have the right to bring lawsuits to enforce the Rules and Regulations so promulgated.”; and

WHEREAS, Master Deed, Section 16.04 states, “[i]f the damage is only to those parts of a Unit for which the responsibility for maintenance and repair is that of the Unit Owner, then that Unit Owner shall be responsible for reconstruction and repair, but the proceeds of any insurance that may have been obtained by the Association shall be made available for such purpose. Subject to the provisions of this Master Deed, in all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.”; and

WHEREAS, the Board has determined that it is in the best interest of the Association to establish a policy requiring all Unit Owners to provide a Certificate of Occupancy and proof of Homeowners’ Insurance; and

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

1. All Unit Owners in the community must provide the Association’s management company with proof of homeowners’ insurance for a Unit within the Association and owned by the Unit Owner within five (5) days of purchasing the Unit or the adoption of this Resolution.
2. All Unit Owners must provide the Association’s management company with a Certificate of Occupancy for a Unit within the Association and owned by the Unit Owner within five (5) days of purchasing the Unit or the adoption of this Resolution.
3. The Association may exercise all rights and remedies available to it at law, in equity and/or pursuant to the Master Deed and By-Laws should the Unit Owner fail to

provide the Association's management company with proof of homeowners' insurance and a Certificate of Occupancy.

4. Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.
5. Any provision contained within any previously adopted resolution of the Association, which conflicts with any provisions set forth herein, shall be deemed void and the provision contained herein shall govern.

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

Resolution Type: Policy No.

Pertaining To: Insurance & Certificate of Occupancy

Duly adopted at a meeting of the Board of Directors of the Springfield Park Place Condominium Association, Inc., held this _____ day of _____, 2014.

Officer

Vote:

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—

Attest:

Springfield Park Place Condominium Association, Inc.

, Secretary

Jack Aronson, President

File:
Book of Minutes:
Book of Resolutions:

	Book No.	Page No.
Policy	_____	_____
Administrative	_____	_____
Special	_____	_____
General	_____	_____

Resolution Effective: _____, 2014.

086018-0751

NOW THEREFORE, _____, the President of Springfield Park Place Condominium Association, Inc., based on the authority granted by the Association's Master Deed, Bylaws, and the Board of Directors vote reflected above, hereby submits this resolution for recordation in the Union County Clerk's Office.

Springfield Park Place Condominium Association, Inc.,

Jack Arzenman, President

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss.
COUNTY OF UNION)

On the 18th day of JUNE, 2014, Jack Arzenman personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed and delivered the foregoing document as the President of Springfield Park Place Condominium Association, Inc. (the "Association"); and

(b) this document was signed and delivered by the Association as its voluntary act and deed by virtue of authority from its Board of Directors.

Signed and sworn to before me on
JUNE 18, 2014.

Maxine Farber
NOTARY PUBLIC OF
NEW JERSEY:

MAXINE FARBER
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/31/2016

RECORD AND RETURN TO:
MCGOVERN LEGAL SERVICES, LLC
P.O. Box 1111
NEW BRUNSWICK, NJ 08903-1111
(732)-246-1221

086018-0752

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

POLICY RESOLUTION NO. _____

**REGARDING WATER HEATER REPLACEMENT AND INSTALLATION OF WASHING
MACHINE HOSES**

WHEREAS, the Springfield Park Place Condominium Association, Inc., is a New Jersey non-profit corporation, having its offices at c/o Community Manager, Attn: Angela Pizzi, 955 S. Springfield Avenue, Unit 2308, Springfield, New Jersey 07081 (hereinafter referred to as the "Association"); and

WHEREAS, the Association was created by, among other documents, the Master Deed of the Association (the "Master Deed") with attached Bylaws (the "Bylaws"), as may be amended from time to time, recorded in the **Office of the Union County Clerk on May 26, 1988 in Deed Book 3552, Page 688, et. seq.;**

WHEREAS, Bylaws, Article V, Section 5.01(f) states that the Board has authority "[t]o adopt, amend, or publish Rules and Regulations covering the details of the operation and use of the General Common Elements and Residential Limited Common Elements"; and

WHEREAS, Bylaws, Article II, Section 2.05 states that "if Rules and Regulations governing the use of the Common Elements and the conduct of persons thereon have been adopted and published, as authorized in these By-Laws, the rights and privileges of any person in violation thereof may be suspended at the discretion of the Board for a period not to exceed thirty (30) days for any single violation, but if the violation is of a continuing nature, such rights and privileges may be suspended indefinitely until such time as the violation is abated."; and

WHEREAS, Master Deed, Article 9, Section 9.01(f)(ii) states that the board has the right to "suspend the enjoyment and voting rights of any Unit Owner for any period during which any infraction of its published Rules and Regulations continues, it being understood that any suspension for either non-payment of any assessment or a breach of the Rules and Regulations of the Association shall not constitute a waiver or discharge of the Unit Owner's obligation to pay the assessment."; and

WHEREAS, Master Deed, Section 11.02 states that the Board "shall have the power to make

such Rules and Regulations as may be necessary to carry out the intent of these use restrictions, and shall have the right to bring lawsuits to enforce the Rules and Regulations so promulgated. The Board shall further have the right to levy fines for violations of these regulations, provided that the fine for a single violation may not, under any circumstances, exceed \$25.00. Each day that a violation continues after receipt of notice by the Unit Owner may be considered as a Common Expense to be levied against the particular Unit Owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses, including the right of lien.”; and

WHEREAS, N.J.S.A. 46:8B-14(k) states that the Association shall provide a fair and efficient procedure for the resolution of housing-related disputes between owners and the Association, as an alternative to litigation, and that a person other than an officer or trustee of the Association shall be available to address said dispute; and

WHEREAS, the Board has determined that it is desirable, necessary and in the best interest of the Association that Unit Owners be required to maintain their hot water heaters in satisfactory condition at all times and replace their current washing machine hoses with stainless steel or “floodchek” hoses; and

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

1. On or before _____, 2014, each Unit Owner shall provide the Association with a certification by way of original invoice from a qualified licensed plumber stating the date of inspection, condition and license number that indicates the installation date of the Unit’s hot water heater and a copy of the hot water heater manufacturer’s warranty.
2. Upon expiration of the hot water heater manufacturer’s warranty, the Unit Owner shall immediately replace the hot water heater with a new hot water heater and provide the Association with a new certification that reflects the installation date of the new hot water heater and a copy of the hot water heater manufacturer’s warranty.
3. On or before _____, 2014, and every twentieth year thereafter, each Unit Owner shall replace their washing machine hoses with new washing machine hoses with either stainless steel hoses or “Floodchek” hoses and provide the Association with a certification that confirms

that the Unit's washing machine hoses have been replaced.

4. If the Unit Owner fails to timely comply with this Resolution, the Association may inspect and/or replace the Unit's water heater and/or washing machine hoses at its sole discretion and shall charge all expenses in any way associated with these tasks to the Unit Owner. In addition, the Unit Owner shall be subject to a fine of \$25, or other amount adopted as per the Board's discretion, for each day that the certifications required herein are late. Further, any Unit Owner failing to timely comply with this Resolution shall also be responsible for all reasonable attorney fees and costs incurred by the Association in enforcing this Resolution.

5. Unit Owners are reminded that they will be responsible for any damage caused by their washing machine hoses and/or their water heaters, including, but not limited to, damage to their Unit, the common elements and/or other units. This shall remain true even if the Association's insurance provides coverage for some portions of the loss. Insurance coverage shall not be construed to mean that the Association is liable for any damage.

6. Any monies due hereunder shall be collected by the Association in the same manner as assessments.

7. Notwithstanding any of the above, the Association may exercise all rights and remedies available to it at law, in equity and/or pursuant to the Master Deed, By-Laws or Rules and Regulations.

8. Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.

9. Any provision contained within any previously adopted resolution of the Association, which conflicts with any provisions set forth herein, shall be deemed void and the provision contained herein shall govern.

086018-0755

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

Resolution Type: Policy No.

Pertaining To: Water Heater and Washing Machine Hoses

Duly adopted at a meeting of the Board of Directors of the Springfield Park Place Condominium Association, Inc., held this _____ day of _____, 2014.

Officer

Vote:

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—
_____, Director	✓	—	—	—

Attest:

Springfield Park Place Condominium Association, Inc.


_____, Secretary


_____, President

File:
Book of Minutes:
Book of Resolutions:

	Book No.	Page No.
Policy	_____	_____
Administrative	_____	_____
Special	_____	_____
General	_____	_____

Resolution Effective: _____, 2014.

086018-0756

NOW THEREFORE, Jack Arena, the President of Springfield Park Place Condominium Association, Inc., based on the authority granted by the Association's Master Deed, Bylaws, and the Board of Directors vote reflected above, hereby submits this resolution for recordation in the Union County Clerk's Office.

Springfield Park Place Condominium Association, Inc.,

Jack Arena, President

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss.
COUNTY OF UNION)

On the 18th day of JUNE, 2014, Jack Arena personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed and delivered the foregoing document as the President of Springfield Park Place Condominium Association, Inc. (the "Association"); and

(b) this document was signed and delivered by the Association as its voluntary act and deed by virtue of authority from its Board of Directors.

Signed and sworn to before me on
JUNE 18, 2014.

Maxine Farber
NOTARY PUBLIC OF
NEW JERSEY

MAXINE FARBER
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/31/2016

MCGOVERN LEGAL SERVICES LLC
PO BOX 1111
NEW BRUNSWICK
Deed
Inst.#
253696
NJ 08903-1111 Paid
Recording Fee 1,243.00
RT Fee .00

CHECK

RECORD A
MCGOVERN LE
P.O. Box 1111
NEW BRUNSWICK, NJ 08903-1111
(732)-246-1221

END OF DOCUMENT

086018-0757

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

POLICY RESOLUTION NO. _____

PERTAINING TO DRYER VENT AND CHIMNEY INSPECTION AND CLEANING

WHEREAS, the Springfield Park Place Condominium Association, Inc., is a New Jersey non-profit corporation, having its offices at 955 S. Springfield Avenue, Unit 2308, Springfield, New Jersey 07081 (hereinafter referred to as the "Association"); and

WHEREAS, the Association was created by, among other documents, the Master Deed of the Association (the "Master Deed") with attached Bylaws (the "Bylaws"), as may be amended from time to time, recorded in the **Office of the Union County Clerk on May 26, 1988 in Deed Book 3552, Page 688, et. seq.**;

WHEREAS, Bylaws, Article V, Section 5.01(f) states that the Board has authority "[t]o adopt, amend, or publish Rules and Regulations covering the details of the operation and use of the General Common Elements and Residential Limited Common Elements"; and

WHEREAS, Bylaws, Article II, Section 2.05 states that "if Rules and Regulations governing the use of the Common Elements and the conduct of persons thereon have been adopted and published, as authorized in these By-Laws, the rights and privileges of any person in violation thereof may be suspended at the discretion of the Board for a period not to exceed thirty (30) days for any single violation, but if the violation is of a continuing nature, such rights and privileges may be suspended indefinitely until such time as the violation is abated."; and

WHEREAS, Master Deed, Article 9, Section 9.01(f)(ii) states that the board has the right to "suspend the enjoyment and voting rights of any Unit Owner for any period during which any infraction of its published Rules and Regulations continues, it being understood that any suspension for either non-payment of any assessment or a breach of the Rules and Regulations of



Received & Recorded Deed-1
Union County, NJ Inst# **254171**
9/08/2014 10:59 Pgs-6
Joanne Rajoppi Consider. .00
County Clerk RT Fee .00
Operator
BENITEZ



1 | Page

086021-0152

the Association shall not constitute a waiver or discharge of the Unit Owner's obligation to pay the assessment"; and

WHEREAS, Master Deed, Section 11.02 states that the Board "shall have the power to make such Rules and Regulations as may be necessary to carry out the intent of these use restrictions, and shall have the right to bring lawsuits to enforce the Rules and Regulations so promulgated. The Board shall further have the right to levy fines for violations of these regulations, provided that the fine for a single violation may not, under any circumstances, exceed \$25.00. Each day that a violation continues after receipt of notice by the Unit Owner may be considered as a Common Expense to be levied against the particular Unit Owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses, including the right of lien"; and

WHEREAS, the Board has determined that it is in the best interest of the Association for (1) the dryer vents to be maintained and cleaned by the owner(s) on a regular basis and (2) the chimneys to be maintained and cleaned by the owner(s) on a regular basis to ensure that no fire or other casualty results; and

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

1. All dryer vents leading shall be inspected and cleaned by an approved licensed inspector every two years.
2. All chimneys leading from the residence to the exterior of the building shall be inspected by an approved licensed inspector every two years.
3. The Association shall select an inspection company and shall pay for the cost of each unit's dryer vent inspection and cleaning and chimney inspection. Inspections will be

completed over the course of a two year cycle with a time frame allocated for each section of the Association.

4. Each unit owner shall be required to contact the inspection company approved by the Board to schedule the inspection of his/her unit within the allotted time frame.
5. Each unit owner shall be required to properly maintain the dryer vents and chimneys and to make any repairs or safety precautions that are recommended by the inspection company. Each unit owner shall be required to submit proof that any safety precautions recommended by the inspection company have been completed.
6. At no time shall the Association have a duty of any kind to monitor or maintain any dryer vent, chimney, fireplace, or other appurtenance and shall not be responsible for any damages arising from the inspection or failure to inspect a dryer vent.
7. In the event an Owner fails to comply with this Resolution, fines shall be imposed in the amount of twenty-five dollars (\$25.00) for each violation. Each day a violation continues after notice shall be considered a separate violation. Prior to any fine being payable, the accused Owner shall have the right to participate in alternative dispute resolution (ADR) according to the Association's ADR resolution. The Association shall also be entitled to recover all attorney fees, costs, and expenses incurred in enforcement.
8. Any monies due hereunder shall be collected by the Association in the same manner as assessments.
9. Notwithstanding any of the above, the Association may exercise all rights and remedies available to it at law, in equity and/or pursuant to the Master Deed or Bylaws.

10. Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.

11. Any provision contained within any previously adopted resolution of the Association, which conflicts with any provisions set forth herein, shall be deemed void and the provision contained herein shall govern.

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

Resolution Type: Policy No.

Pertaining To: Dryer Vent & Chimney Inspection and Cleaning

Duly adopted at a meeting of the Board of Directors of the Springfield Park Place Condominium Association, Inc., held this _____ day of _____, 2014.

Officer


Vote:

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____, Director	✓	___	___	___
_____, Director	✓	___	___	___
_____, Director	✓	___	___	___
_____, Director	✓	___	___	___
_____, Director	✓	___	___	___
_____, Director	✓	___	___	___
_____, Director	✓	___	___	___

Attest:

Springfield Park Place Condominium Association, Inc.


_____, Secretary


_____, President

File:
Book of Minutes:
Book of Resolutions:

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

Resolution Effective: _____, 2014.

NOW THEREFORE, Jack Aizenman, the President of Springfield Park Place Condominium Association, Inc., based on the authority granted by the Association's Master Deed, Bylaws, and the Board of Directors vote reflected above, hereby submits this resolution for recordation in the Union County Clerk's Office.

Springfield Park Place Condominium Association, Inc.,

Jack Aizenman President

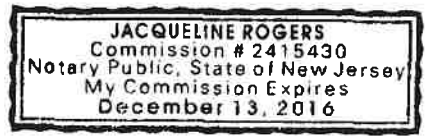
CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss.
COUNTY OF UNION)

On the 18th day of August, 2014, Jack Aizenman personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed and delivered the foregoing document as the President of Springfield Park Place Condominium Association, Inc. (the "Association"); and
- (b) this document was signed and delivered by the Association as its voluntary act and deed by virtue of authority from its Board of Directors.

Signed and sworn to before me on August 18th, 2014.



Jacquie Rogers
NOTARY PUBLIC OF
NEW JERSEY

RECORD AND RETURN TO:
MCGOVERN LEGAL SERVICES, LLC
P.O. Box 1111
NEW BRUNSWICK, NJ 08903-1111
(732)-246-1221

END OF DOCUMENT

CHECK
086021-0157

MCGOVERN LEGAL SERVICES LLC
PO BOX 1111
NEW BRUNSWICK
Deed
Inst.#
2541 71
NJ 08903-1111
Recording Fee 93.00
RT Fee .00



Received & Recorded Deed-1
Union County, NJ Inst# 270138 Pgs-4
2/08/2016 12:17
Joanne Rajoppi Consider. .00
County Clerk RT Fee .00
Operator ALLISON

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

POLICY RESOLUTION NO. _____

PERTAINING TO PAYMENT FOR DRYER VENT CLEANING & INSPECTIONS

WHEREAS, the Springfield Park Place Condominium Association, Inc., is a New Jersey non-profit corporation, having its offices at 955 S. Springfield Avenue, Unit 2308, Springfield, New Jersey 07081 (hereinafter referred to as the "Association"); and

WHEREAS, the Association was created by, among other documents, the Master Deed of the Association (the "Master Deed") with attached Bylaws (the "Bylaws"), as may be amended from time to time, recorded in the **Office of the Union County Clerk on May 26, 1988 in Deed Book 3552, Page 688, et. seq.;**

WHEREAS, Bylaws, Article V, Section 5.01(f) states that the Board has authority "[t]o adopt, amend, or publish Rules and Regulations covering the details of the operation and use of the General Common Elements and Residential Limited Common Elements"; and

WHEREAS, the Board previously adopted a Resolution requiring the Association to pay for dryer vent cleanings and inspections; and

WHEREAS, the Board has determined that it is not in the best interest of the Association to pay for the cleaning or inspection of unit owners' dryer vents;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Association shall not be responsible to pay for dryer vent cleaning or inspection for any dryer or dryer vent in any unit. Unit owners shall be responsible for payment of such services in their respective unit(s).

2. Notwithstanding any of the above, the Association may exercise all rights and remedies available to it at law, in equity and/or pursuant to the Master Deed or Bylaws.
3. Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.
4. Any provision contained within any previously adopted resolution of the Association, which conflicts with any provisions set forth herein, shall be deemed void and the provision contained herein shall govern. However, all other requirements for dryer vent cleaning and inspection shall remain in full force and effect.

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

Resolution Type: Policy No.

Pertaining To: Payments for Dryer Vent Cleaning

Duly adopted at a meeting of the Board of Directors of the Springfield Park Place Condominium Association, Inc., held this 20TH day of January, 2016.


Officer Vote:

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Mark Stanziale, Director	<u>X</u>	—	—	—
Bobbee Mulvee, Director	<u>X</u>	—	—	—
Frank Fleischer, Director	<u>X</u>	—	—	—
Lou Singer, Director	<u>X</u>	—	—	—
Robert Gardella, Director <u>Jary Gasliotti</u>	—	—	—	<u>X</u>
Janet Gray, Director	<u>X</u>	—	—	—
Jack Aizenman, Director	—	—	—	<u>X</u>

Attest:

Springfield Park Place Condominium Association, Inc.


Lou Singer, Secretary


Mark Stanziale, President


File:
Book of Minutes:
Book of Resolutions:

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

Resolution Effective: JANUARY 20, 2016.

NOW THEREFORE, Mark Stanziale, the President of Springfield Park Place Condominium Association, Inc., based on the authority granted by the Association's Master Deed, Bylaws, and the Board of Directors vote reflected above, hereby submits this resolution for recordation in the Union County Clerk's Office.

Springfield Park Place Condominium Association, Inc.,


Mark Stanziale, President

CORPORATE ACKNOWLEDGMENT

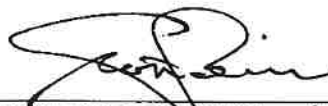
STATE OF NEW JERSEY)
) ss.
COUNTY OF UNION)

On the 20TH day of January, 2016, Mark Stanziale personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed and delivered the foregoing document as the President of Springfield Park Place Condominium Association, Inc. (the "Association"); and

(b) this document was signed and delivered by the Association as its voluntary act and deed by virtue of authority from its Board of Directors.

Signed and sworn to before me on
Jan. 20, 2016.


~~NOTARY PUBLIC OF NEW JERSEY~~ **ATTORNEY AT LAW**
SCOTT K. PENICK, ESQ.

RECORD AND RETURN TO:
MCGOVERN LEGAL SERVICES, LLC
P.O. Box 1111
NEW BRUNSWICK, NJ 08903-1111
(732)-246-1221

CHECK ..
MCGOVERN LEGAL SERVICES LLC
PO BOX 1111
NEW BRUNSWICK
Deed
Inst.#
2701 38
NJ 08903-1111
Recording Fee 73.00
RT Fee .00
Paid

END OF DOCUMENT

DB6104-0264



Received & Recorded Deed-1
 Union County, NJ Inst# 284983
 4/03/2017 14:52
 Joanne Rajoppi
 County Clerk Consider. .00
 Operator RT Fee .00
 FOX

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

**POLICY RESOLUTION NO. _____
 PERTAINING TO SECURITY GATE CLOSURE**

WHEREAS, the Springfield Park Place Condominium Association, Inc., is a New Jersey non-profit corporation, having its offices at 955 S. Springfield Avenue, Unit 2308, Springfield, New Jersey 07081 (hereinafter referred to as the "Association"); and

WHEREAS, the Association was created by, among other documents, the Master Deed of the Association (the "Master Deed") with attached Bylaws (the "Bylaws"), as may be amended from time to time, recorded in the Office of the Union County Clerk on May 26, 1988 in Deed Book 3552, Page 688, et. seq.;

WHEREAS, Bylaws, Article V, Section 5.01(f) states that the Board has authority "[t]o adopt, amend, or publish Rules and Regulations covering the details of the operation and use of the General Common Elements and Residential Limited Common Elements"; and

WHEREAS, the Association is responsible for the administration and management of the condominium and condominium property and must protect and further the health, safety and general welfare of the residents of the community; and

WHEREAS, there are two entrances to the community, the primary entrance being located off S. Springfield Avenue and the secondary entrance being located off Route 22 adjacent to the Retail Unit's parking lot. Both entrances have security gates (the "Gates") that are operated by gate keys or a telephone call to a virtual guard or a unit owner in the Community; and

WHEREAS, both Gates presently remain open between 8:00 am and 8:00 pm and closed between 8:00 pm and 8:00 am seven days per week throughout the year; and

WHEREAS, the Board has received complaints that during time periods that both Gates remain open, non residents drivers have been utilizing the residential community as a "short cut" to access the Retail Units on Route 22 and that vehicles have been travelling through the residential community in excess of the posted limit of 25 mph; and

WHEREAS the Board has determined that in order to protect the health and safety of the residents of the community for other reasons considered by the Board; it is in the best interest of the Association to keep both the security Gates closed during the times when it is most likely that children will be outside; and

WHEREAS, Bylaws, Article V, Section 5.03 states that the Board's unanimous approval is required for any action that would alter or restrict the rights of public access to the Condominium; and

NOW, THEREFORE, BE IT RESOLVED by unanimous vote of the Board of Directors that:

1. Both security Gates will remain closed 24 hours per day on Saturdays and Sundays throughout the year and will also remain closed 24 hours per day Mondays through Fridays from June 15 through Labor Day each year.
2. From the day after Labor Day through June 14 each year, both Gates will remain open ~~Mondays through Fridays from 8:00 am until 3:00 pm and will remain closed Mondays~~ through Fridays from 3:00 pm until 8:00 am.
3. Notwithstanding any of the above, the Association may exercise all rights and remedies available to it at law, in equity and/or pursuant to the Master Deed or Bylaws, provided, however, that any amendment or modification to the Gate closing and opening periods prescribed in numbered paragraphs 1 and 2 above will require the unanimous approval and vote of the Board in accordance with the Bylaws.

4. Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.
5. Any provision contained within any previously adopted resolution of the Association, which conflicts with any provisions set forth herein, shall be deemed void and the provision contained herein shall govern.

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

Resolution Type: Policy No.

Pertaining To: Security Gate Closure

Duly adopted at a meeting of the Board of Directors of the Springfield Park Place Condominium Association, Inc., held this 7TH day of March, 2017.

Officer

Vote:

	YES	NO	ABSTAIN	ABSENT
<u>Mr. Fleischer</u> , Director <u>FF</u>	___	___	___	___
<u>Yael F. Stanzide</u> , Director <u>FF</u>	___	___	___	___
<u>Lou Singer</u> , Director <u>FF</u>	___	___	___	___
<u>James Gray</u> , Director <u>FF</u>	___	___	___	___
<u>Daphne Muloz</u> , Director <u>FF</u>	___	___	___	___
<u>Ken Jones</u> , Director <u>FF</u>	___	___	___	___
<u>W. Johnson</u> , Director <u>FF</u>	___	___	___	___

Attest:

Springfield Park Place Condominium Association, Inc.

Lou Singer (KK), Secretary

Yael F. Stanzide (KK), President

File:
Book of Minutes:
Book of Resolutions:

	Book No.	Page No.
Policy	___	___
Administrative	___	___
Special	___	___
General	___	___

Resolution Effective: _____, 2017.

NOW THEREFORE, MARK STANZIALE, the President of Springfield Park Place Condominium Association, Inc., based on the authority granted by the Association's Master Deed, Bylaws, and the Board of Directors vote reflected above, hereby submits this resolution for recordation in the Union County Clerk's Office.

Springfield Park Place Condominium Association, Inc.,

[Signature]
Mark Stanziale, President

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss.
COUNTY OF UNION)

On the 7th day of March, 2017, MARK STANZIALE personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed and delivered the foregoing document as the President of Springfield Park Place Condominium Association, Inc. (the "Association"); and
- (b) this document was signed and delivered by the Association as its voluntary act and deed by virtue of authority from its Board of Directors.

Signed and sworn to before me on
March 7th, 2017.

[Signature]
NOTARY PUBLIC OF
NEW JERSEY

REBECCA B. WAMPLER
Notary Public - State of New Jersey
Commission # 2223922
My commission expires on March 29, 2019



END OF DOCUMENT

RECORD AND RETURN TO:
MCGOVERN LEGAL SERVICES, LLC
P.O. Box 1111
NEW BRUNSWICK, NJ 08903-1111
(732)-246-1221

CHECK *[initials]*

MCGOVERN LEGAL SERVICES LLC
PO BOX 1111

Inst. #
284983

5 | Page

NEW BRUNSWICK

NJ 08903-1111

Paid

Recording Fee

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SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

POLICY RESOLUTION NO. _____

**PERTAINING TO TRUCKS AND OTHER COMMERCIAL MOTOR VEHICLES
SERVICING THE RETAIL ZONE**

WHEREAS, the Springfield Park Place Condominium Association, Inc., is a New Jersey non-profit corporation, having its offices at 955 S. Springfield Avenue, Unit 2308, Springfield, New Jersey 07081 (hereinafter referred to as the "Association"); and

WHEREAS, the Association was created by, among other documents, the Master Deed of the Association (the "Master Deed") with attached Bylaws (the "Bylaws"), as may be amended from time to time, recorded in the **Office of the Union County Clerk on May 26, 1988 in Deed Book 3552, Page 688, et. seq.**;

WHEREAS, Bylaws, Article V, Section 5.01(f) states that the Board has authority "[t]o adopt, amend, or publish Rules and Regulations covering the details of the operation and use of the General Common Elements and Residential Limited Common Elements"; and

WHEREAS, Master Deed, Section 11.02 states that the Board "shall have the power to make such Rules and Regulations as may be necessary to carry out the intent of these use restrictions, and shall have the right to bring lawsuits to enforce the Rules and Regulations so promulgated. The Board shall further have the right to levy fines for violations of these regulations, provided that the fine for a single violation may not, under any circumstances, exceed \$25.00. Each day that a violation continues after receipt of notice by the Unit Owner may be considered as a Common Expense to be levied against the particular Unit Owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses, including the right of lien"; and



Received & Recorded Deed-1
Union County, NJ Inst# 254837
10/01/2014 8:51 Pgs-4
Joanne Rajoppi Consider. .00
County Clerk RT Fee .00
Operator
ODOMS



1 | Page

9640-420986

WHEREAS, the Board has determined that it is in the best interest of the Association to prohibit trucks and other commercial vehicles servicing the retail zone from entering or leaving the through the residential zone; and

NOW, THEREFORE, BE IT RESOLVED that:

1. Trucks and other commercial vehicles making deliveries of merchandise or otherwise servicing the retail zone are prohibited from entering or leaving the retail zone through the residential zone.
2. Notwithstanding any of the above, the Association may exercise all rights and remedies available to it at law, in equity and/or pursuant to the Master Deed or Bylaws.
3. Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.
4. Any provision contained within any previously adopted resolution of the Association, which conflicts with any provisions set forth herein, shall be deemed void and the provision contained herein shall govern.

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

Resolution Type: Policy No.

Pertaining To: Trucks and other Commercial Vehicles Servicing Retail Zone

Duly adopted at a meeting of the Board of Directors of the Springfield Park Place Condominium Association, Inc., held this _____ day of _____, 2014.

Officer Vote:

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
<u>Fr Fleischer</u> , Director <input checked="" type="checkbox"/>	—	—	—	—
<u>Jack Aronson</u> , Director <input checked="" type="checkbox"/>	—	—	—	—
<u>Pon</u> , Director <input checked="" type="checkbox"/>	—	—	—	—
<u>R. Homan</u> , Director <input checked="" type="checkbox"/>	—	—	—	—
<u>Olga Jackson</u> , Director <input checked="" type="checkbox"/>	—	—	—	—
<u>NANCY N. JACKSON</u> , Director <input checked="" type="checkbox"/>	—	—	—	—
_____, Director	—	—	—	—

Attest:

Springfield Park Place Condominium Association, Inc.

Fr Fleischer
Frank Fleischer, Secretary

Jack Aronson
 Jack Aronson, President

File:
 Book of Minutes:
 Book of Resolutions:

	Book No.	Page No.
Policy	_____	_____
Administrative	_____	_____
Special	_____	_____
General	_____	_____

Resolution Effective: _____, 2014.

086024-0498

NOW THEREFORE, Jack Aizenman, the President of Springfield Park Place Condominium Association, Inc., based on the authority granted by the Association's Master Deed, Bylaws, and the Board of Directors vote reflected above, hereby submits this resolution for recordation in the Union County Clerk's Office.

Springfield Park Place Condominium Association, Inc.,


 _____, President

CORPORATE ACKNOWLEDGMENT

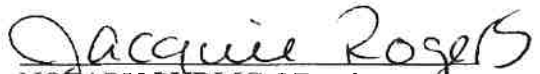
STATE OF NEW JERSEY)
) ss.
 COUNTY OF UNION)

On the 5 day of September, 2014, Jack Aizenman personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed and delivered the foregoing document as the President of Springfield Park Place Condominium Association, Inc. (the "Association"); and

(b) this document was signed and delivered by the Association as its voluntary act and deed by virtue of authority from its Board of Directors.

Signed and sworn to before me on
September 5, 2014.


 NOTARY PUBLIC OF NEW JERSEY
 Jacqueline Rogers
 Exp. date 12-13-2016

~~CHECK~~

086024-0499

RECORD AND RETURN TO:
MCGOVERN LEGAL SERVICES, LLC
 P.O. Box 1111
 NEW BRUNSWICK, NJ 08903-1111
 (732)-246-1221

END OF DOCUMENT

MCGOVERN LEGAL SERVICES LLC
 PO BOX 1111

Inst. #
 254837

4 | Page

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NJ 08903-1111

Paid

Deed

Recording Fee
 RT Fee

73.00
 .00

Policy Resolution Book 140

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

15

ADMINISTRATIVE RESOLUTION NO. 001-04

REGARDING CONFIDENTIALITY FOR BOARD MEMBERS

WHEREAS, the Board of Trustees is responsible for managing and administering the condominium property and conducting the affairs of the Association in the interest of the residents thereof; and

WHEREAS, the Board is obligated to comply with the Condominium Open Meetings Act which requires that Association business shall be acted upon in open meetings, except for certain Association business involving attorney-client privilege, contract negotiations, privacy rights or personnel discipline, which are reserved for executive session, N.J.S.A. 46:8B-13(a); and

WHEREAS, the Board has determined that discharging the Directors' fiduciary duties and responsibilities in accordance with the Condominium Act requires that certain information be distributed to Board Members on a confidential basis, and that Board Members must comply with a confidentiality policy;

NOW THEREFORE, IT IS HERBY RESOLVED:

1. Each Director shall be required to execute and comply with the confidentiality agreement attached hereto as a condition of standing for election and serving as a director of the Association.
2. The Association shall enforce the confidentiality agreement

annexed hereto in the event that it is breached materially by any Director.

I certify that the foregoing Resolution was duly adopted by the Board of Directors of the Springfield Park Place Condominium Association, Inc. at a meeting duly held in accordance with the Bylaws of the Association on January 18, 2005.

ATTEST:

Sandra Jackson
, Secretary

**SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.
ADMINISTRATIVE RESOLUTION NO. //
RELATING TO EMPLOYMENT CONTRACTS OF RELATIVES
AND FAMILY MEMBERS OF THE BOARD**

WHEREAS, pursuant to Paragraph 5.01(a) of the By-Laws, the Board shall have the power to employ, by contract or otherwise, a manager, managing agent or an independent contractor, to oversee, supervise and carry out the responsibilities of the Board. Said manager or said independent contractor shall be compensated upon such terms as the Board deems necessary and proper; and

WHEREAS, pursuant to Paragraph 5.01(b) of the By-Laws, the Board shall have the power to employ any person, firm or corporation to repair, maintain or renovate the Common Elements of the Condominium, lay pipes or culverts, to bury utilities, to put up lights or poles, to erect signs and traffic and safety controls of various sorts on said Property; and

WHEREAS, pursuant to Paragraph 5.01(c) of the By-Laws, the Board shall have the power to employ professional counsel and to obtain advise from persons, firms or corporations such as, but not limited to, landscape architects, architects, engineers, lawyers and accountants; and

WHEREAS, the Board deems it necessary and desirable in the best interest of the Association to prohibit any Board member or his or her family members, agents or employees from submitting bids


or accepting contracts for work to be done at Springfield Park Place.

WHEREAS, if such Board member is no longer an active member of the Board the aforesaid prohibition shall only be valid for a period of thirty (30) days following such Board members termination of office.

NOW, THEREFORE, BE IT RESOLVED, THAT no Board member or his or her family members, agents or employees shall submit bids or accept contracts for work to be done at Springfield Park Place unless and until the expiration of thirty (30) days has elapsed from said Board member's termination of office.

CERTIFICATION:

I hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the Board of Directors of Springfield Park Place Condominium Association held on Oct 17,, 1995


Robert D. Berkent Secretary

Prepared by:

R. Bruce Freeman, Esq.

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

POLICY RESOLUTION 01-11

23

REGARDING APPOINTING ALTERNATES TO THE BOARD OF DIRECTORS

WHEREAS, Springfield Park Place, a Condominium, was created by the recording of a Master Deed and Bylaws in Book 3555 Page 688 of the Union County Clerk's office; and

WHEREAS, the Bylaws of the Springfield Park Place Condominium Association, Inc., ("Association") in Article 4.03 establish a seven (7) person Board of Directors, consisting of five (5) persons elected by the residential unit owners, and one (1) person appointed by each of the commercial unit owner(s) and the retail unit owner(s), respectively; and

WHEREAS, the directorships to be filled by appointment by the commercial unit owner(s) and retail unit owner(s) have been vacant from time to time; and

WHEREAS, the Board has determined that having alternate Directors available to assist in conducting the business of the Association under specified circumstances would expand participation in the Association, help the Board conduct its business, and guard against lack of a quorum, each of which goals is in the interests of the community as a whole;

NOW THEREFORE, at an open meeting held in accordance with the Bylaws of the Association, the Board adopted the following rules regarding Board of Directors, which are intended to supplement the recorded Bylaws:

1. The Board shall continue to be constituted with five (5) directors elected by the residential unit owners, and two (2) directors appointed by each of the commercial unit owner(s) and the retail unit owner(s), respectively.

2. Not less than ten (10) nor more than thirty (30) days before the annual meeting of the Association, the commercial unit owner(s) and the retail unit owner(s) shall be notified of the annual meeting and their right to appoint a representative of their respective interests to the Board for the ensuing year. The commercial unit owner(s) and retail unit owner(s) shall be advised that if they do not make an appointment to the Board of Directors on or before the date of the annual meeting, the Board elected by the residential owners shall have the rights set forth herein.

3. In the event that the commercial unit owner(s) and/or the retail unit owner(s) do not appoint a representative to the Board at any annual meeting on and after the effective date of this Resolution, the remaining directors shall have the right, but not the duty, to appoint one or two alternate Directors, as the case may be, each of which appointment shall be for a one year term, or such earlier term in the event that either the commercial unit owner(s) or retail unit owner(s) makes a mid-term appointment to the Board. The purpose and intent of this Resolution is to develop a procedure for establishing a seven (7) member Board of Directors.

4. Alternate Directors appointed by the Board shall have the right to attend all Board meetings, including executive sessions, provided that each alternate Director

shall sign and comply with a confidentiality agreement adopted by the Board. Once appointed, alternates shall be voting members of the Board. The alternate Director(s) may be removed at any time by vote of the majority of the remaining Directors.

5. This Resolution shall be effective upon recording with the Clerk of Union County.

I certify that the foregoing Resolution was duly adopted by the Board of Directors of the Association at a meeting held in accordance with the Bylaws thereof on the

18 day of February, 2012.

ATTEST:



, Secretary

STATE OF NEW JERSEY :

COUNTY OF *Union* : SS.

BE IT REMEMBERED that on this *18th* day of *February*, 2012
2012 before me, the subscriber, a Notary Public of New Jersey, secretary of Springfield
Park Place Condominium Association, Inc., a New Jersey Non-Profit Corporation who, I
am satisfied are the persons named in and who executed the within instrument after
notice and meeting upon a vote of the Board of Directors in accordance with the By-
Laws and thereupon he/she acknowledge that he/she signed, sealed and delivered the
same as the act and deed of the Corporation for the uses and purposes therein expressed.

Rebecca B. Wampler
Notary Public

My commission
expires March 29, 2014.

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.**ADMINISTRATIVE RESOLUTION NO. 12 -98****REGARDING TERMS OF TRUSTEES**

WHEREAS, the original By-Laws for Springfield Park Place Condominium Association, Inc. (the "Association") provide, in §4.03, that the Board shall consist of seven (7) Directors, five (5) of which represent (and are elected by) the residential units, one (1) of which represents (and is appointed by) the commercial units, and one (1) of which represents (and is appointed by) the retail units; and

WHEREAS, the Association voted at a special meeting on March 31, 1998 to expand the Board, so that seven (7) Directors represent (and are elected by) the residential units; and

WHEREAS, the foregoing was incorporated into a First Amendment to the By-Laws, which has been recorded in the Office of the Clerk of Union County; and

WHEREAS, two (2) Directors were elected to fill the new Directorships at the special meeting on March 31, 1998; and

WHEREAS, the First Amendment to By-Laws does not address the terms of the new Directorships; and

WHEREAS, §4.05 of the original By-Laws establishes a plan for two (2) year terms for Directors, which is based upon staggered elections in which certain Directors are elected in alternate years; and

WHEREAS, §4.05 also establishes a plan for the initial terms of Directors elected in transition elections mid-term, which initial terms extend to the annual meeting held in the

second calendar year following the transition election, which is a reasonable and appropriate analogy with respect to the initial terms of the Directors elected on March 31, 1998; and

WHEREAS, it is within the jurisdiction of the Board to interpret the Governing Documents of the condominium in the interests of the community as a whole; and

WHEREAS, the Board has consulted with counsel regarding the terms of office of the new Directorships; and

WHEREAS, the Board has determined it is necessary and appropriate to adopt and record a Resolution in order to resolve questions arising from the vote of the membership on March 31, 1998 with respect to the terms of the new Directorships;

NOW THEREFORE, be it hereby resolved:

1. The two (2) new Directors elected on March 31, 1998 shall serve initial terms expiring at the annual meeting of the membership held in 1999. Thereafter, these Directorships shall have two (2) year terms, in conformance with the general plan for election of Directors set forth in Article 4.05 of the By-Laws, which provides for staggered elections.

I certify that the foregoing Resolution was duly adopted by the Board of Trustees of the Association at a meeting held in accordance with the By-Laws thereof on the _____ day of _____, 1998.

ATTEST:

, Secretary

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

ADMINISTRATIVE RESOLUTION ____ - 05

17

MOLD CLAIMS PROTOCOL

WHEREAS, the Board of Trustees is responsible for managing and administering the common elements of the condominium, and for providing the maintenance, repair and replacement required therefore; and

WHEREAS, the Board is further empowered to promulgate and enforce rules and regulations that may be necessary for the operation of the condominium property; and

WHEREAS, the Board is further required to exercise its powers in a manner that protects or is not inconsistent with the health, safety and welfare of the residents of the condominium as a whole; and

WHEREAS, The community association industry is beginning to address claims of mold within common elements or parts of the unit resulting from infiltration of water, for which the Association may be responsible in whole or in part; and

WHEREAS, standards regarding claims of mold within common areas or parts of units are only beginning to be developed , but certain general principles have been articulated by the U.S. Environmental Protection Agency in Publication 402-k-01-001, "Mold Remediation in School and Commercial Building," and by the U.S. Department of Labor, OSHA Trade News Release dated October 14, 2003, "Safety and Health Information Bulletin on Mold, by the New York City Department of Health and Mental Hygiene, in a Report captioned "Guidelines in Assessment and Remediation of Fungi in Indoor Environments" (collectively the "Background Reports"); and

WHEREAS, in furtherance of these powers and duties, the Board made the following findings of fact:

1. The community is served by water supply and storm water drainage systems, and other systems and facilities such as roofs or windows that may from time to time result in water infiltration into or within condominium units.

2. The Association is responsible for repairing common elements and the owners of units within the community are responsible for repairing parts of the unit that may suffer damage from time to time as a matter of contract under the Governing Documents.

3. The Board has reviewed certain literature in the field of mold contamination, including the Background Reports, and finds that many types of mold are naturally occurring substances for which there may be permissible exposure limits, but that certain other types of mold appear to emit mycotoxins which may be harmful to human health. These types of mold include *stachybotrys atra*, *stachybotrys chartarum*, *aspergillus flavus*, and *aspergillus parasiticus* (hereinafter "Toxic Mold").

4. Mold may be present on common elements, such as sheathing or framing timbers, or unit elements, such as interior walls, and mold spores may be airborne within the space that is part of the unit. Thus, a claim of mold involves the interests of both the Association and the unit owner.

5. The Board has investigated mold claims in consultation with counsel, and has determined as a matter of its business judgment to adopt an initial set of standards to guide the Association's response to claims of mold by unit owners.

WHEREAS, based on the foregoing findings of fact, the Board hereby supplements its rules, regulations and policies in order to establish the following protocol for handling mold claims by unit owners;

NOW THEREFORE BE IT HEREBY RESOLVED:

1. If the Association receives a claim from any unit owner within the community of the presence of mold within a unit or adjacent common element, the following steps and procedures shall be taken.

A. Management shall arrange immediately to obtain samples of mold within the unit or adjacent common elements. These samples shall be taken professionally and submitted to a reputable laboratory selected by the Association for analysis. The presence or absence of mold shall be determined by the laboratory.

B. At the time samples of claimed mold are taken, a representative of the Association shall photograph all locations where mold is claimed to exist for retention as potential evidence and in order to prevent spoliation of evidence. Once a mold claim is made by an owner to the Association, the owner shall make the areas claimed to be contaminated by mold available to a representative of the Association for purposes of testing, inspection and photographing. In the event the owner is unable or unwilling to make the unit available for this purpose, the Association may exercise its rights of entry under N.J.S.A. 46:8B-15(b) or the Association may notify the owner that the owner has waived his rights to any further action by the Association to remediate mold or to compensate for any loss or damage to the owner.

C. Upon completing the appropriate sampling, the source of the water infiltration shall be addressed at the soonest reasonable time. The Association shall repair any common elements that result in or contribute to water infiltration within the unit, but unit owners

shall be responsible for repairing any parts of the unit that result in or contribute to the claimed mold condition.

D. The Association shall in a timely fashion submit an incident report to the Association's insurance carrier and shall advise the unit owner to submit similarly an incident report or claim to the owner's unit insurance carrier regarding mold.

E. The Association shall contact the unit owner and request that all evidence of treatment by a medical professional for any condition claimed to be related to mold shall be provided to the Association immediately. The owner shall be notified that this is a continuing request. The owner's compliance with this request is essential to the administration of this issue.

F. An appropriate remediation program shall be determined and undertaken by the Board in its reasonable business judgment based upon the foregoing steps and procedures, and the evidence arising therefrom. Mold other than Toxic Mold may be treated by Association maintenance staff or maintenance vendors if the mold area is less than thirty contiguous square feet in size. If the size of the mold area is between thirty and one hundred contiguous square feet, professional supervision of the treatment by maintenance personnel shall be provided. If the size of the mold area is greater than one hundred contiguous square feet, or if Toxic Mold is present, the treatment shall be performed by a certified professional.

G. Mold areas less than one hundred contiguous square feet in size and not involving Toxic Mold shall be treated by taking the following steps, unless circumstances dictate otherwise:

G1. The affected area shall be vacuumed with a wet vacuum.

G2. The affected area shall then be wiped with water and detergent.

G3. The affected area shall then be allowed to dry. When dry, it shall be vacuumed using a hepa vacuum.

G4. Any materials that are removed shall be bagged and properly disposed of.

G5. Any work to address water infiltration shall be appropriately performed to limit reasonably release of mold spores into the unit, such as by use of plastic to seal off work areas.

G6. Air scrubbing may be performed at the option and expense of the unit owner.

H. The costs of remediation shall be born by the Association only to the extent that common elements or facilities are contaminated by mold. The unit owner shall be responsible for remediation of parts of the unit that are contaminated by mold.

I. Any unit owner may obtain, at the unit owner's expense, an air quality determination or report from a contractor selected by the unit owner, but such report shall not be binding upon the Association. If any unit owner takes steps to remediate a mold condition without first notifying the Association, all costs of remediation shall be borne by the unit owner, not the Association, and shall not be remibursed.

J. It is the unit owner's first responsibility to timely notify the Association of any mold claim, and to follow the procedures established by the Association in this Resolution. Failure to timely notify the Association shall be deemed to shift the burden of remediation onto the unit owner.

2. This protocol regarding mold claims may be amended from time to time as new evidence, principles or standards regarding the presence of mold in community associations are developed by any credible national, state or local organization or agency.

I certify that the foregoing Resolution was duly adopted by the Board of Directors of the Springfield Park Place Condominium Association, Inc. at a meeting duly held in accordance with the By-Laws of the Association on July 19, 2005.

ATTEST:

Steve D. Johnson
, Secretary

SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

ADMINISTRATIVE RESOLUTION NO. 13 -00

REGARDING THE BUILDINGS AND GROUNDS COMMITTEE

WHEREAS, the Board of Trustees is responsible for managing and administering the affairs of the Association; and

WHEREAS, the Board may form, disband or recompose committees from time to time to assist the Board in carrying out its functions; and

WHEREAS, the Board has determined to establish a Buildings and Grounds Committee for the purposes hereinafter described;

NOW THEREFORE, be it hereby resolved:

1. **Establishment of Committee.** There is hereby established a Buildings and Grounds Committee, whose members shall initially consist of those persons appointed by the Board, for one year terms, as expressed in the Open Meeting Minutes of the Association.

2. **Scope of Committee Responsibility.** The Committee shall be responsible for the following tasks:

a. The Committee shall periodically inspect the common elements of the community, consisting of the structural components of the buildings, including roofs, windows and siding, and the grounds, including streets, sidewalks, curbs, trees and shrubs, lawns and drainage.

b. The purpose of the Committee's inspections of the

buildings and grounds is to enable the Committee to report periodically to the Board on necessary or recommended maintenance, repairs and replacements, including preventative maintenance programs.

c. The Committee shall report to the Board at open Board meetings, as requested by the Board.

d. Upon request by the Board, the Committee shall review and recommend bids, proposals and contracts for maintenance, repair or replacement of the buildings or grounds within the scope of the Committee's responsibility.

4. Conduct of Committee Affairs. The Committee shall initially meet within thirty (30) days of the establishment of the Committee. The Committee members shall appoint from among themselves a chairperson, who shall act as liaison to the Board. The Board may appoint one trustee as an ex officio member of the Committee. All decisions of the Committee shall be made by majority vote. The Committee shall meet as the members determine to be necessary, but not less than two times annually.

5. Removal and Vacancies. All Committee Members shall serve at the discretion of the Board. The Board shall have the sole authority to remove Committee Members with or without cause, upon immediate notice. The Board shall have the sole authority to fill any and all vacancies on the Committee. The Board shall have the sole authority to expand the number of Committee Members, contract the number of Committee Members or disband the Committee

in its entirety, if the Board believes that the Committee is no longer necessary or appropriate.

I certify that the foregoing Resolution was duly adopted by the Board of Trustees of the Association at a meeting held in accordance with the By-Laws thereof on the 17th day of October, 2000.

ATTEST:



, Secretary

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SPRINGFIELD PARK PLACE HOMEOWNERS ASSOCIATION, INC.

ADMINISTRATIVE RESOLUTION NO.

Relating to N.J.S.A. 39:5A-1

WHEREAS the Governing Documents empower the Board with all duties and powers for the proper conduct and administration of the affairs of the Association and the operation and maintenance of the Development and the Association to do all such other lawful acts and things as may be directed or required by the Governing Documents directed or required to be done by the Association or Unit Owners, or

and WHEREAS it seems it necessary and desirable in the best interests of the Association to apply to the Township of Springfield to request that the Township Ordinance N.J.S.A. 39:1-1, et seq. be applicable to the private roads of SPRINGFIELD PARK PLACE.

IT IS HEREBY RESOLVED THAT the Board of Directors of the Association has voted pursuant to their governing documents to request the Township of Springfield to adopt an ordinance relating to the private roads of Springfield Park Place to N.J.S.A.

CERTIFICATION:

I hereby certify that the foregoing was duly adopted at a regular meeting of the Board of Directors of the Springfield Park Place Homeowners Association on April 30, 1995.

Robert E. B...
Robert E. B... Secretary

The Association's Board of Directors passed this resolution relating to N.J.S.A. 39:5A-1 on April 30, 1996. The resolution authorizes the Association to apply to the Township of Springfield and request that the Township pass an ordinance stating that N.J.S.A. 39:1-1, et seq. would be applicable to the private roads in Springfield Park Place Condominium Association. This permits the Township to enforce its roadway restrictions and rules within the Association.



Received & Recorded Deed-1
 Union County, NJ Inst# 285411
 4/17/2017 8:54
 Joanne Rajoppi Consider. .00
 County Clerk RT Fee .00
 Operator
 VEGA



**SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.
 POLICY RESOLUTION NO. _____
 REQUIRING WATER AND SEWER LINE INSURANCE**

WHEREAS, the Springfield Park Place Condominium Association, Inc., is a New Jersey non-profit corporation, having its offices at 955 S. Springfield Avenue, Unit 2308, Springfield, New Jersey 07081 (hereinafter referred to as the "Association"); and

WHEREAS, the Association was created by, among other documents, the Master Deed of the Association (the "Master Deed") with attached Bylaws (the "Bylaws"), as may be amended from time to time, recorded in the Office of the Union County Clerk on May 26, 1988 in Deed Book 3552, Page 688, et. seq.;

WHEREAS, Master Deed, Article 4, Section 4.01 provides that each unit includes "all other improvements located within such Unit described, which are exclusively appurtenant to such Townhouse Unit, although all or part thereof may not be located within the Townhouse Unit" and "appurtenances to the extent that same serve each individual Townhouse Unit only..."; and

WHEREAS, each unit specifically includes portions of the "common heating, plumbing and ventilating system" and "[a] equipment, appliances, machinery, mechanical or other systems which serve the Townhouse Unit exclusively whether or not same are located within or without the Townhouse Unit ... and servicing the Unit exclusively"; and

WHEREAS, Master Deed, Article 11, Section 11.02 provides that the Board of Directors (the "Board") "shall have the power to make such Rules and Regulations as may be necessary..."; and

WHEREAS, Master Deed, Article 11, Section 11.02 states that the Board shall "have the right to levy fines for violations of these regulations, provided that the fine for a single violation may not, under and circumstances, exceed \$25.00"; and

WHEREAS, the Board has determined that it is in the best interest of the Association to require all unit owners to carry water and sewer line insurance; and

**RECEIVED AS IS
 UNION COUNTY CLERK**

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UNION COUNTY CLERK

NOW, THEREFORE, BE IT RESOLVED THAT:

1. All unit owners are required to obtain and maintain water and sewer line insurance, commonly called a "water line protection plan" and a "sewer line protection plan" respectively.
2. All unit owners in the Association shall provide the Association's management company with proof of his/her water and sewer line insurance policies within thirty (30) days of purchasing a unit or the recording of this Resolution. Thereafter, proof of insurance shall be provided to the Association annually, in a form acceptable to the Association.
3. The water and sewer line insurance policies shall be obtained through American Water Resources, or an acceptable substitute. "Acceptable" shall be determined at the sole discretion of the Association, and shall mean insurance written by a reputable insurance company, which company is licensed to conduct such insurance business in the State of New Jersey, and providing for adequate amounts of coverage.
4. In the event a unit owner fails to comply with this Resolution, fines shall be imposed in the amount of twenty-five (\$25.00) dollars for each violation. Each day a violation continues after notice shall be considered a separate violation. Prior to any fine being payable, the accused unit owner shall have the right to participate in alternative dispute resolution (ADR). The Association shall also be entitled to recover all attorney fees, costs, and expenses incurred in enforcement.
5. Any monies due hereunder shall be collected by the Association in the same manner as assessments.
6. Notwithstanding any of the above, the Association may exercise all rights and remedies available to it at law, in equity and/or pursuant to the Master Deed and/or Bylaws.
7. Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.
8. Any provision contained within any previously adopted resolution of the Association, which conflicts with any provisions set forth herein, shall be deemed void and the provision contained herein shall govern.

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SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.

Resolution Type: Policy No.


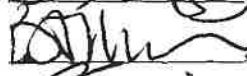

Pertaining To: Water and Sewer Line Insurance

Duly adopted at a meeting of the Board of Directors of the Springfield Park Place Condominium

Association, Inc., held this 15th day of March, 2017.

Officer

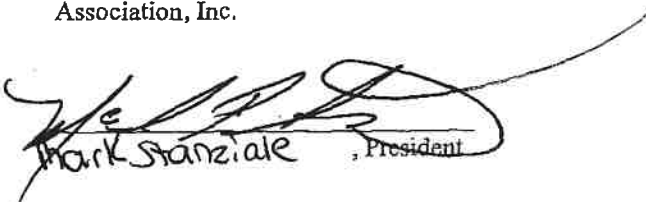
Vote:

	YES	NO	ABSTAIN	ABSENT
 Director	X	—	—	—
 Director	X	—	—	—
 Director	X	—	—	—
<u>James Gray</u> , Director	X	—	—	—
<u>[unclear]</u> , Director	0	—	—	—
_____, Director	—	—	—	—
_____, Director	—	—	—	—

Attest:

Springfield Park Place Condominium
Association, Inc.


Lou Singer, Secretary


Mark Stanziale, President

File:

Book of Minutes:

Book of Resolutions:

Policy

Administrative

Special

General

Book No.

Page No.

Resolution Effective: _____, 2017.

NOW THEREFORE, _____, the President of Springfield Park Place Condominium Association, Inc., based on the authority granted by the Association's Master Deed, Bylaws, and the Board of Directors vote reflected above, hereby submits this resolution for recordation in the Union County Clerk's Office.

Springfield Park Place Condominium Association, Inc.,

_____, President

CORPORATE ACKNOWLEDGMENT

RECEIVED AS IS
UNION COUNTY CLERK

STATE OF NEW JERSEY)
) ss.
COUNTY OF UNION)

On the 15th day of March, 2017, MARK STANZIABE personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed and delivered the foregoing document as the President of Springfield Park Place Condominium Association, Inc. (the "Association"); and
- (b) this document was signed and delivered by the Association as its voluntary act and deed by virtue of authority from its Board of Directors.

Signed and sworn to before me on
March 15, 2017.

Rebecca B. Wampler
NOTARY PUBLIC OF
NEW JERSEY

REBECCA B. WAMPLER
Notary Public - State of New Jersey
Commission # 2223922
My commission expires on March 20, 2019

RECORD AND RETURN TO:
MCGOVERN LEGAL SERVICES, LLC
P.O. Box 1111
NEW BRUNSWICK, NJ 08903-1111
(732)-246-1221

CHECK
MCGOVERN LEGAL SERVICES LLC
PO BOX 1111
NEW BRUNSWICK
NJ 08903-1111
Inst. # 285411
Paid 73.00
Recording Fee
RT Fee .00

END OF DOCUMENT

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