



Monmouth County Document Summary Sheet



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8

CHRISTINE GIORDANO HANLON
 COUNTY CLERK
 MONMOUTH COUNTY, NJ
 INSTRUMENT NUMBER
 2019042993
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First Party <i>(Grantor or Mortgagor or Assignor)</i> <i>(Enter up to five names)</i>	Name(s) <i>(Last Name First Name Middle Initial Suffix)</i> <i>(or Company Name as written)</i>			Address <i>(Optional)</i>	
	Arbor Terrace Condominium Association, Inc.				
Second Party <i>(Grantee or Mortgagee or Assignee)</i> <i>(Enter up to five names)</i>	Name(s) <i>(Last Name First Name Middle Initial Suffix)</i> <i>(or Company Name as written)</i>			Address <i>(Optional)</i>	
	Arbor Terrace Condominium Association, Inc.				
Parcel Information <i>(Enter up to three entries)</i>	Municipality	Block	Lot	Qualifier	Property Address
Reference Information <i>(Enter up to three entries)</i>	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date
	Deed	4516	631		10/16/1984

***DO NOT REMOVE THIS PAGE.**

DOCUMENT SUMMARY SHEET (COVER SHEET) IS PART OF MONMOUTH COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.

ARBOR TERRACE CONDOMINIUM ASSOCIATION, INC.
POLICY RESOLUTION NO. _____
RELATING TO SYSTEM OF FINES

THIS RESOLUTION (the "Resolution") is made on this 10th day of April 2019, by Arbor Terrace Condominium Association, Inc. (the "Association"), by and through its Board of Directors (the "Board"), having an address care of Regency Management Group, 605 Candlewood Commons, Howell, New Jersey 07731;

WHEREAS, the Association, was created by, among other documents, the Master Deed and By-Laws (collectively "Governing Documents"), recorded in the **Monmouth County Clerk's Office on October 16, 1984, in Deed Book 4516, Page 631, et. seq.**, and as may be lawfully amended from time to time;

WHEREAS, the Association's Master Deed, Article 2(b) states that the Association was "formed to administer, manage and operate the common affairs of the Owners of Units of the Condominium and to maintain, repair and replace the General and Limited Common Elements of the Condominium as provided in this Master Deed and the By-Laws"; and

WHEREAS, the Association's By-Laws, Article IV, Section 1 provides that "[t]he property, affairs and business of the Association shall be managed by the Board of Directors, which shall have all those powers granted to it by the Certificate of Incorporation, the Master Deed, these By-Laws, and by law; and

WHEREAS, the last paragraph of the Association's Master Deed, Section 11 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 \$10.00..."; and

WHEREAS, on January 9, 2019, the Association amended Master Deed Section 11 to read as follows:

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. **The Board shall establish a schedule of fines. The Board of Directors may alter the schedule of fines by policy resolution to any amount that does not exceed the statutory maximum. The amount of any fine shall be in accordance with the schedule of fines in effect at the time of the underlying violation.** Each day that a violation

continues after receipt of notice by the Unit Owner may be considered as a separate violation. Any fine so levied shall be considered as a Common Charge 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 Charges. **Fines may be levied against a Unit Owner's tenant, and the Unit Owner shall be jointly and severally liable with his tenant for the payment of same. In the event the Association institutes legal action for collection of any funds, then the defendant(s) shall be responsible for payment of reasonable attorneys' fees of the Association plus interest and costs of suit.**

WHEREAS, the Board has determined it is in the best interest of the Association to adopt and enforce the following procedure for levying and enforcing penalties/fines for violations of the Association's Governing Documents and Rules and Regulations;

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

I. ALTERNATIVE DISPUTE RESOLUTION

Notwithstanding anything else herein, pursuant to N.J.S.A. 45:22A-44(c), prior to any fine becoming payable, the accused shall have the opportunity to participate in an alternative dispute resolution ("ADR") process. In order to exercise the right to participate in ADR, an Owner must notify the Association's managing agent (the "Property Manager"), in writing, within ten (10) days of receiving a notice of his or her violation or the levying of a fine.

II. NOTICE OF VIOLATION AND FINES

1. "Violation" shall mean any failure to comply with the Association's Master Deed, By-Laws, Resolutions or Rules and Regulations.
2. Owners are responsible for the conduct of all residents, occupants, family members, tenants, guests, visitors, agents, and pets, whether authorized or unauthorized, while such persons or pets are on the Association's property.
3. The Association shall send one (1) written notice ("First Notice") to the responsible Owner of any condition, action, or omission it deems a Violation with the fine amount, if any, and the offer for ADR. Prior to any fine becoming payable, the accused shall have the opportunity to participate in the ADR process. If the Violation is a continuing Violation, then the Association shall include a reasonable deadline, accounting for any ongoing risk of harm to persons or property, for correction of the Violation.
4. If, after First Notice, the Owner commits a similar or reasonably related Violation, or if the violation continues past the deadline stated in the First Notice, the Association may, without further warning, levy an additional fine in any amount up to the maximum permitted by law.
5. If, after First Notice, the Owner fails to correct a continuing Violation within the deadline set forth in the First Notice or, after such deadline, commits a similar or reasonably related continuing Violation, then the Association may, without further warning, levy a

fine in any amount up to the maximum permitted by law. Such continuing Violation may, at the Association's discretion, be treated as a separate Violation for each day the Violation continues after the deadline set forth in the First Notice, and fines shall accrue up to the maximum permitted by law until the Owner provides proof to the Property Manager that the continuing Violation has been corrected.

6. The determination of whether a Violation is "similar or reasonably related" to a prior Violation shall rest in the sole discretion of the Association. So long as there has been no transfer of ownership, it shall be no defense to the Owner that an extended period of time elapsed between the First Notice and the subsequent Violation, or that a subsequent Violation resulted from the conduct of a different person or pet associated with the Unit.
7. For purposes of the graduated fine schedule in this Resolution, an ongoing/continuing offense shall be the same or a substantially similar offense occurring in consecutive days. Each ongoing/continuing offense shall be deemed a separate offense but shall be fined at the same rate for each continuing occurrence. *For example*, a unit owner that causes the same or a similar violation that continues for five consecutive days shall be fined \$50.00 per day for five days (\$250.00 in total fines). The Board may, from time to time, increase or decrease the amount of such fines or establish an escalating schedule of fines.
8. For purposes of the graduated fine schedule in this Resolution, a subsequent offense shall be separate offenses that are separated by at least one day. *For example*, a unit owner that causes a violation on Monday and then causes the similar or reasonably related offense on Wednesday or any subsequent day within 360 days of the immediately preceding offense shall be fined \$50.00 for the first violation, and each subsequent violation thereafter shall be double the immediate preceding violation. Therefore, the unit owner shall be fined \$50.00 for the first violation, \$100.00 for the second violation, \$200.00 for the third violation, \$400.00 for the fourth violation, and so forth.
9. Nothing herein shall be construed to prevent the Board from adopting an alternative fine schedule for any specific Violation.
10. Any fines that have become payable for any violation(s) shall be collectable in the same manner as unpaid common assessments.
11. Notwithstanding the lack of further warning, the Association shall provide notice of all fines ("Notice of Fine") prior to any fine becoming payable, which notice shall reiterate the Owner's right to participate in ADR upon timely request pursuant to Article I of this Resolution.
12. Except as amended now or in the future, no fine shall exceed the maximum amounts permitted by N.J.S.A. 46:8B-15(f), N.J.S.A. 5:10-1.17, and N.J.A.C. 5:10-1.17. In pertinent part, N.J.A.C. 5:10-1.17 provides the following:

(a) For purposes of [N.J.A.C. 5:10-1.17], a "life hazard violation" shall be any violation of [Chapter 10 of the "Hotel and Multiple Dwelling Law"], or of any violation of the Uniform Fire Code, N.J.A.C. 5:70, that is incorporated into [Chapter 10 of the "Hotel and Multiple Dwelling Law"] by reference, that presents a hazard

to the life safety of occupants of the building or of the public generally.

(b) Except as otherwise provided in (f) and (g) below, penalties shall be assessed for each area in which one or more violations are found. Violation areas shall be:

1. Each dwelling unit;
2. Interior common areas; and
3. Building exterior.

(c) Absent any mitigating or aggravating circumstances, the initial penalty for each violation area shall be as follows:

1. In a dwelling unit for which a life hazard violation is cited: \$325.00;
2. In an interior common area or building exterior for which a life hazard violation is cited: \$500.00; and
3. In any area for which none of the violations cited is a life hazard violation: \$175.00.

(d) Absent any mitigating or aggravating circumstances, the first continuing violation penalty shall be as follows:

1. For each violation area in which a life hazard violation is cited: \$1,500; and
2. For each violation area in which no life hazard violation is cited: \$1,000.

(e) Absent any mitigating or aggravating circumstances, the second continuing violation penalty shall be as follows:

1. For each violation area in which a life hazard violation is cited: \$2,500; and
2. For each violation area in which no life hazard violation is cited: \$1,000.

(f) Absent any mitigating circumstances, the third, and any subsequent, continuing violation penalty shall be in the amount of \$5,000 per violation.

III. GENERAL PROVISIONS

1. This Resolution is retroactive and applies to all Owners, Tenants, and Residents.
2. Any monies due hereunder shall be collected by the Association in the same manner as an assessment.
3. The Association shall be entitled to recover from the Owner all attorney fees, costs, and expenses incurred in enforcement of this Resolution and any fines issued pursuant hereto.

4. Nothing herein shall be construed to limit the Association's right to maintain or repair any condition of the Common Elements or Units and charge the reasonable expenses thereof to the relevant Owner(s).
5. 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 By-Laws and Master Deed.
6. These Restrictions shall supersede any conflicting provisions in any previously adopted rules and/or regulations with respect to the same subject matter.
7. Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.

**ARBOR TERRACE CONDOMINIUM ASSOCIATION, INC.
POLICY RESOLUTION NO. ___
RELATING TO SYSTEM OF FINES**

Resolution Type: Policy No. _____

Relating To: System of Fines

Duly adopted at a meeting of the Board of Directors of Arbor Terrace Condominium Association, Inc.
held this 10th day of April, 2019.

Officer

Vote:

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
<u>Paul Taguer</u> , Director	✓	—	—	—
<u>Terri DeLuise</u> , Director	✓	—	—	—
<u>Kim Palmieri</u> , Director	✓	—	—	—
<u>Sherry Dworsky</u> , Director	✓	—	—	—
<u>Mickey O'Hagan</u> , Director	✓	—	—	—

Attest:

Theresa DeLuise

, Secretary

04/10/19

Date

File:

Book of Minutes -
Book of Resolutions:

Policy
Administrative
Special
General

Book No.

Page No.

_____	_____
_____	_____
_____	_____
_____	_____

Resolution Effective: **IMMEDIATELY**

NOW THEREFORE, Paul Taquer, the President of Arbor Terrace Condominium Association, Inc., based on the authority granted by the Association's By-Laws, Master Deed, and the Board of Directors vote reflected above, hereby submits this Resolution for recordation in the Monmouth County Clerk's Office.

Arbor Terrace Condominium Association, Inc.,

Paul Taquer
Paul Taquer, President

CORPORATE ACKNOWLEDGMENT

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

On the 10th day of April, 2019, Paul Taquer 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 Arbor Terrace 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:
April 10, 2019, 2019

Diane Cody
NOTARY PUBLIC OF NEW JERSEY

**DIANE CODY
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 2, 2023**

**RECORD AND RETURN TO:
MCGOVERN LEGAL SERVICES, LLC
850 CAROLIER LANE
NORTH BRUNSWICK, NJ 08902
(732)-246-1221**