

**RECORDING INFORMATION SHEET**

49 RANCOCAS RD,  
MT. HOLLY, NJ 08060

INSTRUMENT NUMBER:  
  
5160597

DOCUMENT TYPE:  
  
RESOLUTION

Official Use Only

Document Charge Type RESOLUTION

Return Address (for recorded documents)  
CUTOLO MANDEL, LLC  
151 HIGHWAY 33 EAST STE 204  
MANALAPAN NJ 07726

COPY

TIMOTHY D. TYLER  
BURLINGTON COUNTY

RECEIPT NUMBER  
8268958  
RECORDED ON  
August 20, 2015 10:38 AM

INSTRUMENT NUMBER  
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BOOK: OR13185  
PAGE: 8981

|   |                             |
|---|-----------------------------|
| No. Of Pages<br><i>(Excluding Recording Information and/or Summary Sheet)</i> | 5                           |
| Consideration Amount  | \$0.00                      |
| Recording Fee   | \$80.00                     |
| Realty Transfer Fee   | \$0.00                      |
| Total Amount Paid   | \$80.00                     |
| Municipality  | UNKNOWN                     |
| Parcel Information  | Block: N/A<br>Lot: N/A      |
| First Party Name  | ARBOR GREEN CONDO ASSOC INC |
| Second Party Name   | ARBOR GREEN CONDO ASSOC INC |

Additional Information (Official Use Only)



5160597

Ctrl Id: 5340654 Recording Clerk: dcoco

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BURLINGTON COUNTY  
CLERK

2015 AUG 11 PM 2:18  
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Prepared by:   
MARY K. ORSINI

COPY

**ARBOR GREEN CONDOMINIUM ASSOCIATION, INC. ("Association")  
RESOLUTION REGARDING PARKING AND TOWING**

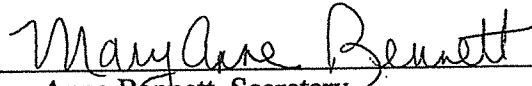
WHEREAS, the Association was established and exists as a non-profit corporation by virtue of a certain Master Deed recorded on March 9, 1973 in the Office of the Burlington County Clerk in Deed Book 1835, Page 159, et seq., as may be amended; and

WHEREAS, at the Association's March 16, 2015 Board meeting, a quorum of the Association's Board of Trustees was present and the Board passed the Policy Resolution Regarding Parking and Towing, which is attached hereto as Exhibit A; and

WHEREAS, the Board has determined that it is in the Association's best interests to approve the Resolution Regarding Parking and Towing and to have such Resolution recorded in the Burlington County Clerk's Office; and

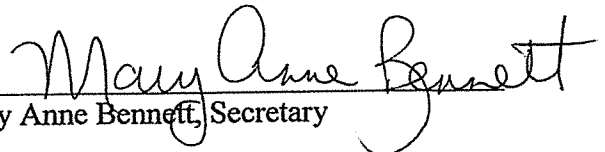
NOW THEREFORE, the Association hereby submits the Resolution Regarding Parking and Towing for recordation in the Office of the Clerk of Burlington County.

**ARBOR GREEN CONDOMINIUM  
ASSOCIATION, INC.**

  
Mary Anne Bennett, Secretary

STATE OF NEW JERSEY }  
COUNTY OF Burlington } SS.:

I CERTIFY that on May 14, 2015 Mary Anne Bennett personally came before me and this person acknowledged under oath, to my satisfaction, that this person is the Secretary of Arbor Green Condominium Association, Inc. named in this document; this document was signed and delivered by the corporation as its voluntary act and deed by virtue of authority from its Board of Trustees; this person signed this acknowledgment to attest to the truth of these facts; and this Resolution was duly introduced and was thereafter adopted at a regular scheduled meeting of the Board of Trustees, at which a quorum was present, by a majority vote of the members of the Board of Trustees eligible to vote on this matter.

  
Mary Anne Bennett, Secretary

Signed and sworn to before me this on  
May 14, 2015.

, Notary Public

My Commission Expires  
Nov. 4, 2018

**EXHIBIT A**  
(Attached Resolution Regarding Parking and Towing)

**ARBOR GREEN CONDOMINIUM ASSOCIATION, INC. (the "Association")** BURLINGTON COUNTY CLERK  
**REGARDING PARKING AND TOWING**

**WHEREAS**, the Association was established and exists as a non-profit corporation by virtue of a certain Master Deed, recorded on March 9, 1973, in the Office of the Clerk of Burlington County in Deed Book 1835, Page 159, et seq., as may be amended (the "Master Deed"); and  
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**WHEREAS**, Section 11(B) of the Master Deed provides that "[t]he Grantor and every Unit Owner by the acceptance of the Unit Deed, and their heirs, successors and assigns, covenant that they will faithfully observe all of the terms, covenants and conditions wherever imposed in the Condominium Documents[;]" and

**WHEREAS**, Section 6(N) of the Master Deed provides in part that "[e]very Unit Owner shall comply with the covenants, conditions and restrictions set forth in the Master Deed and with the By-Laws, rules, regulations, resolutions and decisions adopted pursuant thereto in relation to the use and operation of the Condominium, the Units, the Common Elements and the other Condominium Property[;]" and

**WHEREAS**, Article I, Section 2 of the By-Laws provides that "[a]ll present and future Unit Owners, tenants, future tenants, their licensees, invitees, servants, agents, employees and any other person or persons that shall be permitted to use the Condominium Property of the Condominium, shall be subject to these By-Laws and to the Rules and Regulations issued by the Association to govern the conduct of its Members. Acquisition, rental or occupancy of any of the Units in the Condominium shall be conclusively deemed to mean that the Unit Owner, tenant or occupant has accepted and ratified these By-Laws and the Rules and Regulations of the Association and will comply with them[;]" and

**WHEREAS**, Section 9(L) of the Master Deed provides that "[n]otwithstanding any foreclosure, tax sale, or other forced sale of a Unit, all applicable provisions of the Condominium Documents and rules and resolutions of the Association, shall be binding upon any purchaser at such sale to the same extent as they would bind a voluntary grantee ... [;]" and

**WHEREAS**, Section 7(A) of the Master Deed provides in part that "the Association is hereby vested with the rights, powers, privileges and duties necessary or incidental to the proper administration of the Condominium as set forth in the Condominium Documents and the Condominium Act[;]" and

**WHEREAS**, Article IV, Section 10 of the By-Laws provides in part that "[t]he Board of Trustees shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the administration and management of the Condominium and Condominium Property, and may do or cause to be done all such other lawful acts and things as are not by law, by these By-Laws or otherwise, directed or required to be done or exercised by the Unit Owners, or by the others. In the performance of its duties as the administering body of the Association and the Condominium, the Board of Trustees shall have powers and duties set forth in the Condominium Documents[;]" and

**WHEREAS**, Section 7(A)(viii) of the Master Deed provides in part that “[t]he Association shall . . . be empowered and is hereby empowered and shall be obliged . . . to adopt rules and regulations as may be necessary for the management, control and orderly use of the Common Elements, and in general it shall manage the Condominium Property as provided herein and in the By-Laws[;]” and

**WHEREAS**, Section 6(B)(v) of the Master Deed provides in part that “[t]he Common Elements consist of all parts of the Condominium Property other than the Units, and include without limitation . . . all parking areas[;]” and

**WHEREAS**, Article IV, Section 10(L) of the By-Laws provides that the Board of Trustees shall “make and enforce compliance with such reasonable Rules and Regulations relative to the operation, use and occupancy of the Units, the Common Elements and other Condominium Property (including the assignment to each Unit of the exclusive right to the use of certain parking spaces on a uniform reasonable and equitable basis), and to amend the same from time to time as the Board shall deem necessary or appropriate, which Rules and Regulations when approved by appropriate resolutions shall be binding on the Unit Owners, and the tenants and occupants of Units. A copy of such Rules and Regulations and copies of any amendments thereof shall be delivered or mailed to each Unit Owner of a Unit promptly upon the adoption thereof. The Rule and Regulations shall be subject to change by a majority of Unit Owners[;]” and

**WHEREAS**, Section 7(A)(i) of the Master Deed provides that “[t]he Association shall . . . be empowered and is hereby empowered and shall be obliged . . . to fix charges, assessments, fees and rents[; and] to hold all of the foregoing and funds or other assets of the Condominium and administer them as trustee for the benefit of all the Unit Owners[;]” and

**WHEREAS**, Section 9(A) of the Master Deed provides that “[t]he Unit Owners shall share, be liable and charged for and be bound to contribute to, Common Expenses in the same proportion as their respective Common Interests in the Common Elements. The Unit Owners shall share, and be entitled to, Common Receipts and Common Surplus in the same proportion as their respective Common Interests in the Common Elements[;]” and

**WHEREAS**, Article IV, Section 10(H) of the By-Laws provides that the Board of Trustees shall “collect delinquent levies or assessments made by the Association through the Board of Trustees against any Units and the respective Unit Owners thereof, together with such costs and expenses incurred in connection therewith, including but not limited to filing fees, court costs and attorneys’ fees, whether by suit or otherwise, to abate nuisances and enforce observance of the Rules and Regulations relating to the Condominium, by injunction or such other legal action or means as the Board of Trustees may deem necessary or appropriate[;]” and

**WHEREAS**, Section 9(B) of the Master Deed provides in part that “[a]ssessments against the Unit Owners shall be made by the Association and the amount of Common Expenses charged to each Unit shall be a lien against such Unit, subject to the provisions of Section 21 of the Condominium Act. Such lien shall exist in favor of the Association and there shall be included therein interest as hereinafter provided and reasonable attorneys’ fees for enforcing payment thereof. A Unit Owner shall, by acceptance of title, be conclusively presumed to have agreed to pay his proportionate share of Common Expenses assessed while he is the Owner of a Unit... No Unit Owner may exempt himself from liability for his share of Common Elements by waiver of the enjoyment of the right to use any of the Common Elements or by abandonment of his Unit or otherwise[;]” and

**WHEREAS**, Section 9(C) of the Master Deed provides in part that “[a]nnual assessments shall be due and payable in twelve equal monthly installments on the first day of each month in each year[;]” and

**WHEREAS**, Section 9(H) of the Master Deed provides that “[u]pon any voluntary conveyance of a Unit, the grantor and grantee of such Unit shall be jointly and severally liable for all unpaid assessments pertaining to such Unit duly made by the Association or accrued up to the date of such conveyance without prejudice to the right of the grantee to recover from the grantor any amounts paid by the grantee, but the grantee shall be exclusively liable for those accruing while he is the Unit Owner[;]” and

**NOW, THEREFORE, BE IT RESOLVED** that the following Rules and Regulations governing parking and the towing of vehicles in violation thereof, are hereby adopted by the Board in accordance with the Master Deed and By-Laws:

1. Unit Owners, tenants and occupants shall be required within thirty (30) days of the approval and notice to all Unit Owners of this Resolution to register with the Association all permitted vehicles owned, leased, or used by the Unit Owners, tenants and occupants that are brought onto Association property using the form attached hereto as Exhibit A. Such registration must be delivered to the managing agent via certified mail/return receipt requested or e-mail, and said registration must contain the following information: (i) name of Unit Owner and/or tenant and/or Unit occupant, who either owns, leases, or uses any permitted vehicle; (ii) make, model, color, license plate, registration expiration date, and owner of record for the vehicle and (iii) an emergency contact for any issues arising with the vehicle. Vehicles shall be defined as any and all motorized transportation that is registered with the state and requires a state license to operate same.
2. Violation of these provisions will result in a fine pursuant to the Association’s fine schedule.
3. Any vehicle improperly parked in the following areas shall be towed in accordance with the provisions of this Resolution: (i) unauthorized parked in a handicapped parking space (in no event shall any vehicles properly identified as handicapped vehicles be towed if parked properly in a handicapped parking space); (ii) parked in any fire zones,

- including but not limited to, all curbs; (iii) parked in roadways; (iv) parked in rights of ways; (v) parked in other areas designated "no parking"; (vi) parked in grassed areas, islands or any unpaved area; (vii) parked in emergency areas; (viii) parked in a driveway or other spot that is designated to another Unit; (ix) parked in front of any mailboxes or dumpster areas; (x) tandem parking.
4. Any vehicles parked in the Association on Common Elements evidencing combustible fluid leaks shall be towed in accordance with the provisions herein.
  5. Any vehicles parked in the Association on Common Elements that are deemed inoperable by the Board and/or the Association's managing agent, and/or unregistered vehicles and/or vehicles with expired registrations, shall be towed in accordance with the provisions herein.
  6. In no event shall a registered vehicle occupy more than one (1) parking space. If a registered vehicle occupies more than one (1) parking space, then the vehicle is in violation of this Resolution and shall be towed in accordance with the provisions herewith.
  7. In no event shall any vehicle maintenance be performed on a vehicle parked on the Association's property. However, any vehicle with a flat tire may have maintenance performed to cure same. In addition, any vehicle may be jump-started by another vehicle, if necessary.
  8. In no event shall the following vehicles or equipment be stored, housed or parked on the condominium property: (i) any vehicle not registered as a resident or visitor; (ii) trailers of any type; (iii) tractor trucks whether commercial or unregistered; (iv) trucks or vans duly registered with commercial plates; (v) mobile homes; (vi) mini-bikes, ATVs or recreation vehicles; (vii) boats of any type; and (viii) abandoned, damaged, disabled or unregistered vehicles of any type.
  9. Pursuant to the Predatory Towing Prevention Act, N.J.S.A. 56:13-7 et seq. ("Towing Act") a company engaged by the Association shall be authorized to tow any prohibited vehicle or any vehicle that is parked improperly or in violation of this Resolution. The Association shall comply with the Towing Act.
  10. Signage shall be posted at all vehicular ingress areas in the Association on Common Elements.
  11. All posted signage shall be no smaller than 36 inches by 36 inches and shall contain the following: (a) the purpose or purposes for which parking is authorized and the times during which such parking is permitted; (b) that unauthorized parking is prohibited and unauthorized motor vehicles will be towed at the owner's expense; (c) the name, address, and telephone number of the towing company that will perform the towing; (d) the charges for the towing and storage of towed motor vehicles; (e) the street address of the

storage facility where the towed vehicles can be redeemed after payment of the posted charges and the times during which the vehicle may be redeemed; and (f) such contact information for the Division of Consumer Affairs as may be required by regulation.

12. Parking is a privilege. If a unit owner(s) is delinquent in the payment of any assessment, fine, late fee or attorneys' fees (collectively, "Association Charges") to the Association for more than sixty (60) days, the unit owner(s), any and all occupants, any and all guests, any and all tenants and/or any and all invitees of the occupants residing in the unit shall have their parking privileges revoked and the unit owner(s), any and all occupants, any and all guests, any and all tenants and/or any and all invitees of the occupants shall not be entitled to park on Association property. The Association shall tow the vehicle of a unit owner(s), any and all occupants, any and all guests, any and all tenants and/or any and all invitees of the occupants, where the unit owner is delinquent in the payment of any Association Charges to the Association for more than sixty (60) days. Notwithstanding 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. All expenses incurred for the towing and/or storage of any vehicle from the Association's property will be the sole responsibility of the owner of the towed vehicle.
14. The Association shall comply with the Towing Act.
15. The towing company shall obtain written authorization from the managing agent or a member of the Board prior to towing any vehicle.
16. Any monies due hereunder shall be collected by the Association in the same manner as assessments.
17. Notwithstanding the above, the Association may exercise all rights and remedies available to it at law, in equity and/or pursuant to the Governing Documents.
18. If any provision herein is determined to be invalid, the remaining provisions shall remain in full force and effect.
19. Any provision contained within any previously adopted resolution of the Association that conflicts with any provisions set forth herein, shall be deemed void and the provision contained herein shall govern.



**ARBOR GREEN CONDOMINIUM ASSOCIATION, INC.  
RESOLUTION REGARDING PARKING AND TOWING**

Duly adopted at a meeting of the Board of Trustees of Arbor Green Condominium Association, Inc. held this 16<sup>th</sup> day of March, 2015.

|         | <u>Officer/Director</u><br>PRINT NAME | Vote:      |           |                | SIGNATURE |                          |
|---------|---------------------------------------|------------|-----------|----------------|-----------|--------------------------|
|         |                                       | <u>YES</u> | <u>NO</u> | <u>ABSTAIN</u> |           | <u>ABSENT</u>            |
| Pres.   | <u>Pamela Gleason</u>                 | ✓          | —         | —              | —         | <u>Pamela Gleason</u>    |
| VP      | <u>Brian Tudor Leeds</u>              | ✓          | —         | —              | —         | <u>Brian Tudor Leeds</u> |
| Treas.  | <u>Jeanne W. Pitts</u>                | ✓          | —         | —              | —         | <u>Jeanne W. Pitts</u>   |
| Sec.    | <u>MaryAnne Bennett</u>               | ✓          | —         | —              | —         | <u>MaryAnne Bennett</u>  |
| Trustee | <u>Jacqueline Cobb</u>                | ✓          | —         | —              | —         | <u>Jacqueline Cobb</u>   |
|         | _____                                 | —          | —         | —              | —         | _____                    |
|         | _____                                 | —          | —         | —              | —         | _____                    |

Attest:

MaryAnne Bennett  
Mary Anne Bennett, Secretary

Dated: March 16, 2015

File:

Book of Minutes -  
Book of Resolutions:

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

Resolution Effective: March 16, 2015

STATE OF NEW JERSEY }  
COUNTY OF Burlington } SS.:

I CERTIFY that on March 16, 2015 Maryanne Bennett personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Secretary of Arbor Green Condominium Association, Inc. a not for profit corporation of the State of New Jersey, named in this document;
- (b) this person signed this document as attesting witness for the proper corporation officer who is Davele Gleason, the President of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act and deed by virtue of authority from its Board of Trustees;
- (d) this person signed this acknowledgment to attest to the truth of these facts; and
- (e) this Resolution was duly introduced and was thereafter adopted at a regular scheduled meeting of the Board of Trustees, at which a quorum was present, by a majority vote of the members of the Board of Trustees eligible to vote on this matter.

Mary Anne Bennett  
Mary Anne Bennett, Secretary

[NOTARIZE]

Signed and sworn to before me this on

March 16, 2015.

Gloria M. Pitts

Notary Public

My Commission Expires  
Nov. 6, 2018

**RECORD AND RETURN TO:**

Attn: Hubert C. Cutolo, Esq.  
Cutolo Mandel LLC  
151 Highway 33 East, Suite 204  
Manalapan, New Jersey 07726

**Exhibit A**

Arbor Green Condominium Association, Inc.  
c/o Associa Mid-Atlantic  
14000 Horizon Way, Suite 200  
Mount Laurel, New Jersey 08054  
Attention: Karen Ogelsby, Community Manager

**Re: Arbor Green Condominium Association, Inc./Vehicle Registration**

To Whom It May Concern:

The following is my vehicle registration information as required by the Resolution Regarding Parking and Towing, adopted by the Arbor Green Condominium Association, Inc. (the "Association") dated \_\_\_\_\_.

**Vehicle No. 1:**

Name: \_\_\_\_\_  
(Owner / Tenant / Occupant) (please circle one)

Address: \_\_\_\_\_

Vehicle License Plate: \_\_\_\_\_

Vehicle Manufacturer: \_\_\_\_\_

Vehicle Make: \_\_\_\_\_

Vehicle Color: \_\_\_\_\_

**Vehicle No. 2:**

Name: \_\_\_\_\_  
(Owner / Tenant / Occupant) (please circle one)

Address: \_\_\_\_\_

Vehicle License Plate: \_\_\_\_\_

Vehicle Manufacturer: \_\_\_\_\_

Vehicle Make: \_\_\_\_\_

Vehicle Color: \_\_\_\_\_