

RECORDING INFORMATION SHEET

49 RANCOCAS RD,
MT. HOLLY, NJ 08060

INSTRUMENT NUMBER:

5160594

DOCUMENT TYPE:

RESOLUTION

Official Use Only

TIMOTHY D. TYLER
BURLINGTON COUNTY

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

No. Of Pages <i>(Excluding Recording Information and/or Summary Sheet)</i>	7
Consideration Amount	\$0.00
Recording Fee	\$100.00
Realty Transfer Fee	\$0.00
Total Amount Paid	\$100.00
Municipality	UNKNOWN
Parcel Information	Block: N/A Lot: N/A
First Party Name	ARBOR GREEN CONDO ASSOC INC
Second Party Name	ARBOR GREEN CONDO ASSOC INC

COPY

Additional Information (Official Use Only)



5160594

Ctrl Id: 5340641 Recording Clerk: dcoco

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EXHIBIT A
(Insurance Deductible Resolution)

**ARBOR GREEN CONDOMINIUM ASSOCIATION, INC.
INSURANCE DEDUCTIBLE RESOLUTION**

WHEREAS, Arbor Green Condominium Association, Inc. (the "Association") was established and exists as a non-profit corporation and 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

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, 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, 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 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, 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 14(A) of the Master Deed requires the Association to “obtain and maintain, to the extent available, insurance on the Buildings and all other insurance improvements upon the land, including but not limited to, all of the Units...;” and

WHEREAS, Section 14(E) of the Master Deed provides that “[p]remiums upon insurance policies purchased by the Association shall be paid by it and charged as a Common Expense[;]” and

WHEREAS, Section 14(D) of the Master Deed permits Unit Owners to obtain their own insurance coverage as to personal property, personal liability and as to physical damage upon his Unit; and

WHEREAS, the Master Deed and By-Laws are silent as to allocation of responsibility for payment of deductibles on insurance policies maintained by the Association; and

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

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Trustees hereby adopts the following rules and regulations:

1. If damage is sustained to a portion of the Common Elements and/or any Unit, as defined in the Master Deed, and said damage is proximately caused by the Association’s failure to adequately maintain, replace, and/or repair the Common Elements, the Association shall be responsible for payment of any deductible charged by its insurance carrier on a claim submitted in connection with said damage.

2. If damage is sustained to a portion of the Common Elements and/or any Unit, as defined in the Master Deed, and said damage is caused by a unit owner’s failure to properly maintain an item that the unit owner is responsible to maintain, replace and/or repair under the Master Deed or By-Laws, and said damage is covered by the Association’s insurance policy, the unit owner who caused the damage shall be responsible for the payment of any deductible charged by the Association’s insurance carrier on a claim submitted in connection with said damage.

3. If damage is sustained to a portion of the Common Elements and/or any Unit, as defined in the Master Deed, and said damage is caused by an item for which a unit owner is responsible to maintain, replace and/or repair under the Master Deed and By-Laws, and said damage is not covered by the Association’s insurance policy, the unit owner who caused the damage shall be assessed for all fees and costs incurred by the Association in remediating said damage, which shall be collectable in the same manner as a common expense assessments.

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 by the Association which conflicts with any provisions set forth herein, shall be deemed void and the provision contained herein shall govern.

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

I CERTIFY that on April 20, 2015 Mary Anne 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 Insurance Deductible Resolution as attesting witness for the proper corporation officer who is Gamela Elason, 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

30th of April, 2015.

Joseph M. [Signature]
Notary Public

My Commission Expires
Nov. 6, 2018

RECORD AND RETURN TO:

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