

Prepared By:



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An Attorney at law of New Jersey

SUN RIDGE OWNERS ASSOCIATION, INC.
RESOLUTION
Adoption of Rules and Regulations

BACKGROUND

A. The Declaration of Covenants and Restrictions (the "Declaration") was made by Sun Ridge, Inc. on January 24, 1985 and was recorded in the office of the Hunterdon County Clerk in Book 915 at Page 455, and was thereafter rerecorded in Book 917 at Page 153. The Declaration concerns the planned residential community commonly known as "Sun Ridge" located in Raritan Township, Hunterdon County, New Jersey.

B. Pursuant to the Declaration, the Sun Ridge Owners Association, Inc. (the "Association"), a nonprofit corporation, was established for the purpose, generally, of operating and administering Sun Ridge. Pursuant to the Declaration, the By-Laws of Sun Ridge Owners Association (the "By-Laws") were adopted by the Association.

C. Article III, Section 3, Paragraph (i) of the Declaration states that the ownership of a unit within Sun Ridge is subject to: "[t]he right of further restrictions imposed [in the Declaration], or by the Board of Trustees of the Association and/or by the By-Laws of the Association".

D. Article IV, Section 10, Paragraph L of the By-Laws states that the Board of Trustees of the Association (the "Board") has the power, among others, "to adopt, distribute, amend, and enforce compliance with such rules and regulations relative to the operation, use and occupancy of the housing units, common elements and facilities of the Association, 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 upon the owners and occupants of the Units, their successors in title and assigns, . . ."

E. The Board has determined that it is beneficial and appropriate to adopt and/or amend certain rules and regulations of Sun Ridge.

This Resolution was duly introduced and thereafter adopted at a regular scheduled meeting of the Board, at which a quorum was present, by a majority vote of the members of the Board eligible to vote in this matter.

NOW, THEREFORE, be it resolved on this 14th day of May, 1997 that the Board hereby establishes and adopts the following rules and regulations regarding the community commonly known as Sun Ridge:

1. Prohibitions Regarding Obstruction and Use of Common Areas.

- a. No clothing, bedding, or other similar items shall be dried or aired upon any Common Area.
- b. No lawn chairs or other furniture may be left upon any Common Area when not in use.
- c. No carriages, playpens, bicycles, sports equipment, cooking equipment, or the like shall be left upon any Common Area when not in use.
- d. No exterior radio, television, cable television or electronic antenna, aerial, or "dish", or any similar device shall be erected, maintained or operated upon any Common Area. No electronic insect killing devices shall be maintained or operated on any Common Area during the hours of 10:00 P.M. and 9:00 A.M.
- e. No signs may be maintained by an Owner upon any Common Area without the prior written approval of the Board.
- f. No ice skating or winter sports may be conducted on the lake or swimming pool.

2. Prohibition Against Disturbance of Common Areas. No individual disposal system (i.e., cesspool, septic tank and the like) shall be permitted upon or beneath any Common Area. No Owner, including any representative, agent or the like of an Owner, shall commence or perform any digging, earth moving or regrading operations of any nature whatsoever upon or beneath any Common Area without the written approval of the Association. In addition, any such Owner or representative is advised to contact, consult, and obtain the permission of any public utility companies which may maintain utility or service lines in any area to be disturbed. The Owner may contact the Sun Ridge management agent to obtain further information in connection with these public utilities.

3. Federal, State, and Local Laws. All Owners are reminded that the use, occupancy, and alteration of any unit within Sun Ridge is subject to all applicable governmental laws, ordinances, rules and regulations, including, by way of example and not limitation, zoning ordinances.

4. Garbage and Refuse.

- a. No Common Area shall be used for the storage or maintenance of trash, rubbish or other debris.
- b. Garbage and disposal containers shall not be placed at the curb more than twelve (12) hours prior to the scheduled pick up time and shall be removed within twelve (12) hours after pick up. Garbage and disposal containers shall not otherwise be maintained on the Common Areas.
- c. Garbage and disposal containers shall not be placed in a manner which will obstruct any sidewalk or roadway.

d. Garbage shall be maintained in closed or sealed plastic bags or such other containers which would prevent spillage and prevent any animals from breaking into the containers.

5. Disposal of Large Bulk Items. Large bulk item disposal must be arranged directly with a collection company. These bulk items shall not be maintained at the curb or in or upon any Common Area.

6. Walking of Pets.

a. All dogs must be walked in the streets and roadways in the area adjacent to the curbs and may not be walked on any landscaped areas. Dogs and cats shall not be permitted to run at large upon any Common Areas and must be leashed and attended to while upon the Common Areas. Dogs and cats shall not be tied outside of any Unit upon the Common Areas at any time.

b. Dogs and cats shall not be permitted to urinate or defecate on any landscaped portion of the Common Areas. The owners of all dogs and cats are required to remove any waste and must carry implements necessary for the removal of pet waste.

c. The owner of a dog or cat shall be responsible for any damage caused by its pet and shall be responsible for abating any disturbance caused by its barking dog.

7. Parking and Maintenance of Motor Vehicles.

a. No vehicle may be parked along any roadway or upon any Common Area except in (i) designated parking spaces; (ii) driveways providing access to individual garages; or (iii) garages attached to Units. No parking is permitted on or over sidewalk areas.

b. No repair or maintenance of any motor vehicle shall be performed upon any Common Areas.

c. No abandoned, unlicensed, or inoperable vehicle may be maintained upon any Common Areas and any such vehicle will be subject to towing by the Association at the owner's cost and expense.

d. The overnight parking and/or storage of commercial vehicles, trucks, busses, recreational vehicles (boats, trailers, campers, etc.) upon any Common Areas is prohibited. Recreational vehicles may, however, be maintained in Unit garages. The phrase "commercial vehicles" shall exclude the following: passenger automobiles and motorcycles; pick up trucks with a maximum box length of eight (8) feet, excluding any dump truck; and pick up type wagons, window vans, and panel vans not exceeding eighteen (18) feet in length, excluding step vans, box vans, or cube vans. Any vehicle having lettering or other commercial identification shall be deemed a commercial vehicle.

8. Snow. In the event of snow or ice, motor vehicles must be removed from the roadways in order to permit removal.

9. Operation. No motorized vehicles may be operated in any area other than a roadway.

10. Unit Rental. A rental of a Unit shall be subject to the following:

a. All leases shall be in writing and subject to all of the provisions of the Declaration, By-Laws and Rules and Regulations of the Association (collectively, the "Sun Ridge Documents"). It shall be the duty of the Owner to provide a copy of the Sun Ridge Documents to the tenant. Failure of any tenant to comply fully with the terms and conditions of these documents shall constitute a default under the lease.

b. A copy of the fully executed lease shall be provided to the Association immediately following its execution.

c. In the event tenant fails to comply with any provision of the Sun Ridge documents, then, in addition to all the remedies which it may have, the Association may notify the Owner of such default and demand same be cured through the Owner's efforts. If such default is not cured within the period, if any, set forth in the Association's notice, then the Owner shall immediately thereafter, at its own cost, institute and diligently process an eviction action against the tenant on account of such default. Such action shall not be compromised or settled without the prior written consent of the Association. In the event the Owner fails to fulfill the foregoing obligation, then the Association shall have the right, but not the duty, to institute such action(s) necessary as attorney-in-fact for the Owner and at the Owner's cost, including legal fees incurred. Said cost and expense shall be deemed a lien on the Unit and collection thereof may be enforced by the Association in the same manner as the Association is entitled to enforce collection of assessments. By acceptance of a deed to any Unit after the adoption of this Resolution, each Owner thereby automatically and irrevocably names, constitutes, appoints and confirms the Association as its attorney-in-fact for the purposes described herein.

d. Any Owner leasing its Unit shall provide to the Association a true and complete copy of the current lease (including any amendments thereto).

e. The Owner of a rented Unit shall provide to the Association a written statement containing the following: Name(s) and telephone number(s) of all occupants of the rented Unit; registration information regarding vehicle(s) of tenants parked within Sun Ridge; mailing address at which the Owner may receive correspondence; and such other pertinent information which the Association may require in connection with the rental of a Unit.

f. With respect to all existing leases, the Owner shall provide a copy of the current lease and an information statement on or before the fifteenth (15th) day following notice of this requirement. A copy of any lease shall be provided to the Association within five (5) business days following execution by the parties thereto. It is the obligation of every Owner leasing a Unit to provide and update information required pursuant to this Resolution.

11. Identification Cards. Any individual utilizing the Sun Ridge recreational facilities must carry a current Sun Ridge identification card (if applicable) and must produce said card upon request. If such person is unable to produce such card, then this person shall be precluded from utilizing the recreational facilities until such time as this person is able to produce such card.

NOTICE AND RECORDING

This Resolution shall be effective as of the 1st day of June, 1997.

The Association's managing agent is authorized and directed to prepare correspondence, in an appropriate form and substance, and thereafter circulate same, along with a copy of this Resolution to all Unit Owners. The Association also authorizes and directs its legal counsel record a copy of this Resolution with the Hunterdon County Clerk's Office.

The Hunterdon County Clerk is authorized, requested and directed to note in the margin (and/or such other appropriate place) on the Declaration reference to this Resolution (and to any Amendment or Resolution thereto) which has been adopted in accordance with the terms, requirements and conditions of the Declaration.

ATTEST:

SUN RIDGE OWNERS ASSOCIATION, INC.

P.C. Bucknam
P.C. Bucknam, Secretary

By: John Walsh
John Walsh, President

RECORDED

STATE OF NEW JERSEY }
COUNTY OF HUNTERDON }

SS: MAY 16 12 58 PM '97

I certify that on May 14 HUNTERDON COUNTY John Walsh personally came before me and this person acknowledged under oath, to my satisfaction that:

- a) this person signed, sealed and delivered this document as President of Sun Ridge Owners Association, Inc., a corporation of the State of New Jersey, named in this document;
- b) the proper corporate seal was affixed; and
- 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.

Signed and sworn to before me on May 14, 1997.

P.C. Bucknam
P.C. Bucknam, Secretary

K. Sauter
Kenneth R. Sauter, Esq.

Record & Return:
Kenneth R. Sauter, Esq.
Hersh, Ramsey & Berman
P.O. Box 2249 - 222 Ridgedale Avenue
Morristown, New Jersey 07962-2249

END OF DOCUMENT

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DEEDS 0 26.00

1 ITEMS
TOTAL 26.00

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HUNTERDON COUNTY, N.J.

MAY 16 1997

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DOROTHY K. TIPOK
COUNTY CLERK

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