

Prepared By: Caroline Record
Caroline Record, Esq.

BOOK 1177 PAGE 0404

SUN RIDGE OWNERS ASSOCIATION, INC.
("The Association")

Resolution Regarding Awnings

P R E A M B L E

A. The Declaration of Covenants and Restrictions for Sun Ridge Owners Association, Inc., (the "Association") as thereafter amended (collectively, the "Declaration") is dated February 24, 1985 and recorded on March 13, 1985 in Deed Book 917 at Page 153, et seq. in the office of the Clerk of Hunterdon County.

B. The By-Laws of Sun Ridge Owners Association, Inc. (the "By-Laws") were recorded as "Exhibit A" to the Declaration.

C. Article IV, Section 10(L) of the By-Laws states that

The Board has the authority to adopt, distribute, amend and enforce compliance with such reasonable 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, subject, however, to the right of a majority of Unit owners to change any such rules.

D. The Board of Trustees of the Association ("Board") has deemed it necessary and appropriate, and in the best interest of the Unit Owners, to adopt Rules and Regulations, including limitations and conditions, concerning the resurrection and installation of awnings on the exterior of the Units.

E. This Resolution adopting Rules and Regulations hereinafter set forth was adopted at a regularly 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.

10/20/01

NOW, THEREFORE, BE IT RESOLVED, on the 18 day of November, 1997, as follows:

1. Awnings for the detached single-family homes must be approved by the Architectural Control Committee pursuant to the terms of the Declaration. The Architectural Control Committee will review all applications for Awnings pursuant to the terms of the Declaration provided, however, that with respect to:
 - (a) Fee-simple Townhouse Units: All Awnings to be installed on buildings of a particular color will be of the same color, which color will be designated by the Architectural Control Committee; and,
 - (b) Condominium Units: All Awnings to be installed on buildings of a particular color will be the same color, which color will be selected by the Architectural Control Committee in consultation with the President of the individual condominium association. In the event of any disagreement concerning the color, the decision of the Architectural Control Committee will be final and binding.
2. The awning must be retractable and can only be installed on the rear deck.
3. The awning installation is to be done by a licensed professional. On condominium units, the Association requires that the installer provide the Association with a certificate of liability insurance naming the Association and Sun Ridge Condominium Association, Inc. as additional insureds with liability coverage of not less than \$500,000.00.
4. The maintenance and upkeep of the awning is the owner's responsibility and, if the awning becomes worn, it must be replaced within ten (10) days of notification to do so or, the awning is to be removed and the building restored to its original condition. If this is not done within 30 days of notification from either the condominium or owners association, the condominium or owners association, as applicable, will have the right to have the awning removed and the building restored at the owner's expense.
5. Any damage occurring to the building because of the awning installation must be repaired by the owner immediately to the satisfaction of the condominium or owners association, as applicable. The condominium or owners association will have the right to have any necessary repairs done to the building at the owner's expense.
6. Any approval permitting the installation of awnings on a condominium unit will be accompanied by a requirement that a Deed restriction, in the form attached hereto as Exhibit "A", shall be placed on the individual Unit to provide that the

maintenance and repair of such awnings are the sole responsibility of the Unit Owner or any subsequent purchaser of the unit, and, if not properly maintained, the Association may either remove any awning not properly maintained or repair it at the Unit Owner's expense (which cost shall be collectible in the same manner as common expense fees). The deed restriction shall be filed by the Association at the owner's expense.

7. If the Board of Trustees determines that the installation of any approved awning has a negative impact not anticipated at the time of granting of the application, the Association may cause the removal of any such awning, in which event the Association shall pay the Unit Owner for the cost of purchasing and installing the awning and shall bear the cost of removing the awning.
8. Except as expressly stated in this Resolution, as the same may hereafter be modified or supplemented, no other addition or modification may be made to the common elements without the Board's prior written consent.
9. The Association's managing agent is authorized and directed to prepare correspondence, in appropriate form and substance, and to thereafter circulate same, along with a copy of this Resolution, to all Unit Owners. The Association also authorizes and directs its legal counsel to arrange for the recordation of a copy of this Resolution with the Hunterdon County Clerk's Office.
10. The Hunterdon County Clerk is also 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 other Amendment or Resolution pertaining thereto) which has been adopted in accordance with the terms of the Condominium Documents.

ATTEST:

SUN RIDGE OWNERS ASSOCIATION, INC.

By: 

Pax Dicknam

Secretary

By: 

John Wilson

President

EXHIBIT A

BOOK 1177 PAGE 0405

DECLARATION OF MAINTENANCE OBLIGATION

SUN RIDGE OWNERS ASSOCIATION, INC.
Flemington, Hunterdon County, New Jersey

_____, (the "Owner")

Identification of the Property: Block _____, Lot _____, on the tax maps of the Borough of Flemington, Hunterdon County, New Jersey and Unit _____ (the "Unit") recorded in the Hunterdon County Clerk's office on _____, 19____ in Deed Book _____, Page _____, et seq. as it may have been lawfully amended (the "Declaration"). The undersigned Owner represents that it is the only owner of the Unit described in this declaration and that the Unit was conveyed to the undersigned by Deed from _____ (previous owners name) recorded in the Hunterdon County Clerk's Office on _____, 19____, in Deed Book _____, Page _____. (The foregoing information should be obtained from the Owner's recorded Deed or title insurance policy).

THIS DECLARATION AND MEMORANDUM OF AGREEMENT (the "Declaration") is made by and between _____ (collectively, the "Owner"), having an address at _____; and **SUN RIDGE OWNERS ASSOCIATION, Inc.** (the "Association") having an address at c/o RCP Management Company, Research Park, 30 Wall Street, Princeton, New Jersey, 08540.

P R E A M B L E

A. The Owner has (or is about to) install certain improvements and alterations to, at or about the Unit described above (the "Improvements"). The Improvements are more fully described in an agreement (the "Agreement") executed by the parties on or about the date of execution of this declaration.

B. The Owner has agreed to certain stipulations and conditions in connection with the Improvement, which stipulations and conditions are more fully set forth in the Agreement and in this declaration.

C. The Association is willing to permit the Improvements to be commenced and completed on or about the Unit subject to and conditioned upon the stipulations and agreements set forth in the Agreement and in this declaration and these terms and conditions are intended to be binding on the successors and assigns of the Owner.

D. All capitalized terms in this declaration have the same meaning as set forth in the Sun Ridge Owners Association, Inc. Declaration and in the Agreement, except as expressly otherwise defined herein.

NOW, THEREFORE, in order to induce the Association to approve the Improvements, the Owner agrees as follows:

1. The terms and conditions set forth in this declaration are binding upon the successors and assigns of the Owner.
2. The Owner is responsible for the maintenance of the Improvements. If, following written notice from the Association (except that no notice will be required in the case of an emergency), the Owner fails to maintain the Improvement, the Association may (but will not be obligated to) perform the maintenance, repair work, or remove the Improvement and restore the Work area to its original condition. In either event, the Owner is responsible for all costs and expenses incurred by the Association in connection with such maintenance or restoration and said expense will be collectible by the Association in the same manner as a Common Expense Assessment. The foregoing is not intended to limit any other remedies available to the Association pursuant to the Sun Ridge Owners Association, Inc. Declaration, as same may have been amended, or the By-Laws or any other applicable rules, regulations, or documents.
3. Any consequential damages caused to the Common Areas of Sun Ridge Owners Association, Inc. or to any other unit resulting from the installation or maintenance of the Improvements will be the sole responsibility of the Owner.
4. Any charges, costs or other expenses chargeable to the Owner or incurred by the Association pursuant to this Declaration will be chargeable to the Owner and shall be collectible by the Association in the same manner as common expense fees and assessments payable to the Association. In addition, the Unit Owner has agreed to pay administrative charges to the Association in the amount of \$75.00 (which

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

NOV 20 2 33 PM '97

HUNTERDON COUNTY
DORTHY R. TIROPOK
CLERK

I CERTIFY that on November 18, 1997, Paul Bucknam

personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Secretary of Sun Ridge Owners Association, Inc. (the "Corporation"), a corporation of the State of New Jersey, named in this document;
- (b) this person signed this document as attesting witness for the proper corporate officer who is John Walsh, the President of the Corporation;
- (c) this person knows the proper corporate seal of the Corporation and the proper corporate seal was affixed;
- (d) this document was signed and delivered by the Corporation as its voluntary act and deed by virtue of authority from its Board of Trustees (the "Board");
- (e) this person signed this acknowledgment to attest to the truth of these facts; and,
- (f) this Resolution was duly introduced and was 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 on this matter.

Paul Bucknam
Secretary

Signed and sworn to before me on the 18 day of November, 1997.

Caroline Record
Caroline Record
Attorney-at-Law, State of New Jersey

RECORD AND RETURN TO:

Caroline Record, Esq.
Hersh, Ramsey & Berman, P.C.
222 Ridgedale Avenue
Post Office Box 2249
Morristown, New Jersey 07962-2249

Sunrid-001/#43743

END OF DOCUMENT