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PAULA SOLLAMI COVELLO, COUNTY CLERK
MERCER COUNTY, NEW JERSEY

RESOLUTION 2012-06

WELLINGTON MANOR HOMEOWNERS' ASSOCIATION, INC., RESOLUTION
REGARDING VIOLATIONS AND THE DISPUTE RESOLUTION PROCESS

WHEREAS, the Declarations of Covenants, Conditions, Easements and Restrictions for Wellington Manor and the By-Laws of the Association empower the Board of Trustees with all powers necessary for the proper conduct and administration of the Association; and

WHEREAS, the By-Laws of Wellington Manor Homeowners' Association at Article XV (attached) contain procedures regarding dispute resolution; and

WHEREAS, on February 8, 2010, the Board of Trustees adopted a Homeowners Manual; and

WHEREAS, that Homeowners Manual included a provision entitled Violations, Formal Notice of Complaint and Dispute Resolution Process; and

WHEREAS, the Board of Trustees has determined that this particular provision of the Homeowners Manual contain directives that are in contradiction to those contained in the By-Laws of the Association; and

WHEREAS, the Board has determined that these particular provisions should be struck in their entirety from the Homeowners Manual and disavowed by the Association; and

WHEREAS, the Board of Trustees has determined that an additional number of warning letters that are sent to

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Association members who are in violation of particular Restrictions, Covenants, Easements, or By-Laws or adopted Resolutions of the Association are warranted;

NOW THEREFORE BE IT RESOLVED:

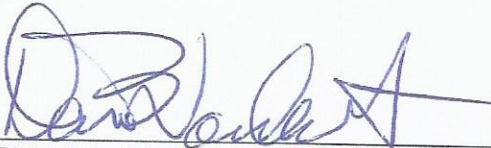
1. The provision of the Homeowners Manual entitled Violations, Formal Notice of Complaint and Dispute Resolution Process shall be struck in its entirety as null and void and not applicable to members of the Association or its Board of Trustees. The balance of the Homeowners Manual including the Penalties as set for in the attached remain in full force and effect.
2. The Board will follow the provisions of Article XV of the Association's By-Laws in addressing these issues.
3. When the Board of Trustees determines that a member of the Association is in violation of any of the Association's rules, regulations, the Declaration, or the By-Laws, up to three (3) letters should be sent as follows:
 - A. An initial letter to the homeowner notifying the homeowner that he or she is in violation of a particular Declaration, By-Law, or rule or regulation of the Association shall be sent, which shall set forth the provision that is being violated and shall ask the homeowner to cease the violation within five (5) days or face the possibility of legal action.
 - B. If the homeowner does not comply within a specified

period of time a second letter shall be sent, again informing them of the violation and telling them that the Board of Trustees will take legal action for failure to comply.

C. A third letter, which would comport with By-Law Article XV (b), which again shall state the time, date, place and nature of the violations and set forth a time period not to exceed five (5) days within which the alleged violation must be corrected, and stating that legal action will be taken if the violation is not corrected within that time period.

IN WITNESS WHEREOF, the Wellington Manor Homeowners' Association, Inc. has caused these presents to be signed and attested by its proper officers this 20th day of November, 2012.

ATTEST:


DANIEL VANDERGAST, Secretary

Wellington Manor Homeowners'
Association, INC., a New
Jersey non-profit corporation


HARRY M. BYRNE, President

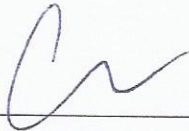
STATE OF NEW JERSEY:

: ss

COUNTY OF :

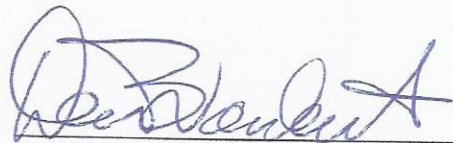
BE IT REMEMBERED, that on the 20th day of November, 2012, before me, the subscriber, a notary public of the State of New Jersey, personally appeared DANIEL VANDERGAST, who being by duly sworn on her oath, deposes and makes proof to my satisfaction that she is the Secretary of the Association named in the within Instrument and HARRY M. BYRNE, is the President of said Association; the execution, as well as the make of this Instrument, has been duly authorized by a proper resolution of said Association; that the deponent well knows the corporate seal of said Association; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said President and Secretary and for the voluntary act and deed of said Association, in presence of deponent, who thereupon subscribed her name thereto as attesting witness.

Sworn and subscribed
to before me on the above date.



sq.

Christopher J. Lowe, Esquire
Attorney at Law
State of New Jersey



DANIEL VANDERGAST, Secretary

RECORD AND RETURN TO:

Michael Fedun, Esquire
SINGER & FEDUN, L.L.C.
Attorneys at Law
P.O. Box 134
Belle Mead, NJ 08502

PENALTIES

- The Board has the right to impose penalties, and/or to seek injunctive relief to require Owners to stop, remove, and/or alter any change or improvement in a manner consistent with the Architectural Guidelines and Design Standards, as well as to seek compliance from Owners who are in violation of the Association Rules and Regulations.

In deciding the action to be taken when it determines that a violation has occurred, the Board will exercise its discretion, based on the specific facts of the violation and the objective of achieving and maintaining, to the maximum feasible extent, a community in which all residents live in harmony, safety, and security. Whether or not any additional penalties are imposed by the Board, the owner in violation of either the Architectural Guidelines or Rules and Regulations will be fully responsible for all costs to remedy the violation, or for any damage or loss to any other Unit or Lot, and/or the Common areas or Facilities, as well as any costs borne by the Association to collect them.

Owners with unpaid penalties, fees, and liens, shall not be considered Residents in Good Standing, and therefore will not have access to the Common areas and Facilities, including the clubhouse, pool, and tennis courts, until they are paid in full. Tenants residing in a Unit where the Owner is not a Resident in Good Standing, will also not be permitted to use the Common areas and Facilities until paid in full by the Owner.

Penalties which are shown as per day will ordinarily commence on the day after the homeowner in violation is notified of the decision of the Board to assess the penalty. The Board may in its discretion determine that a penalty will commence a specified period after such notice if the violation is not corrected by that time, or it may determine that a penalty will be assessed for a period prior to such notification.

- *Penalties, Fines and Liens*

- For making any changes to the exterior of Units or Lots for which the prior ARC review and Board approval is required, without obtaining such prior review and approval, and/or for doing any work or changes that does not comply with the terms of such approval:
 - Full cost of repair or removal, plus \$25 per day until such violation is corrected.
- For any damage to Common Areas, Facilities, and Equipment, including the Clubhouse, Pool, Tennis Courts and their contents, or for damage to any other Unit or Lot in the Development:
 - Full cost of repair and/or replacement, plus \$25 per day, until the violation and/or damage is corrected.
- For failure to properly maintain one's Unit and Lot:
 - \$25 per day until such violations are corrected.
- For all other violations:
 - \$25 per day until such violations are corrected

- For any unauthorized changes and/or damage to the wetlands or transition areas of the Common Areas, or taking other action in such areas which is a violation of NJDEP requirements:
 - Full cost of repair or removal plus \$25 per day until such violation(s) is corrected.

Wellington Manor Homeowners Association

PO Box 6622 Lawrenceville, New Jersey 08648

Voice: 609-896-0347 Fax: 609-896-9329

Judith Green Quinn, CMCA, AMS

judith@qsincweb.com

September 23, 2012

**LETTER PROTOCOL FOR
THE DISPUTE RESOLUTION PROCESS**

- A. An initial letter to the homeowner notifying the homeowner that he or she is in violation of a particular Declaration, By-Law, or Rules or Regulation of the Association shall be sent, which shall set forth the provision(s) that is being violated and which shall state the time, date, place and nature of the violations.

The letter shall ask the homeowner to cease the violation within five (5) days or face the possibility of legal action if the violation is not corrected within the stated time period.

- B. If the homeowner does not comply within the specified five (5) days, a second letter shall be sent which again shall state the time, date, place, and nature of the violations.

The letter will ask the homeowner to cease the violation within ten (10) days or face the possibility of legal action if the violation is not corrected within the stated time period. If you wish, you may schedule a Dispute Resolution (DRC) Hearing in accordance with Article XV of the By Laws.

- C. If the homeowner does not comply within the specified ten (10) days, a third letter shall be sent, which would comport with By-Law Article XV (b), which again shall state the time, date, place and nature of the violations.

The letter will ask the homeowner to cease the violation within five (5) days or face the possibility of legal action if the violation is not corrected within the stated time period. If you wish, schedule a Dispute Resolution (DRC) Hearing in accordance with Article XV of the By Laws.

ARTICLE XV
DISPUTE RESOLUTION

The following procedures for resolution of disputes shall be and are the official policy of the Association with respect to such matters:

(a) Any Owner in his individual capacity as the Owner of a Unit, any officer, Director or agent of the Association, the Board acting as a whole or any duly constituted committee of the Board, including any committee created pursuant to Section 5.01(s) of these By-Laws and the Covenants Committee, acting as a whole (a "Complainant") has the authority to informally request that any person or entity subject to the Master Deed, these By-Laws, the Certificate of Incorporation or any adopted Rules and Regulations of the Association (collectively the "Association Documents") cease or correct any act or omission of such person or entity (the "Alleged Violator") which the Complainant believes to be in violation of the Association Documents. Such informal request from the Complainant to the Alleged Violator should be made before the formal process set forth below is initiated.

(b) The Complainant may make an initial attempt to secure compliance with the Association Documents through correspondence (the "Violation Notice") to the Alleged Violator, which Violation Notice shall state the time(s), date(s), place(s), and nature(s) of the violation(s) and set forth a time period (not to exceed five (5) days) within which the alleged violation(s) must be corrected. If the Alleged Violator does not respond in writing to the Violation Notice or make the election to comply within such five (5) day period, the allegations of Complainant's Violation Notice shall be deemed denied by the Alleged Violator. Copies of the Violation Notice and any written response thereto shall be sent to the Association by the issuer of the correspondence. The Association shall maintain such correspondence(s) in its files.

(c) The Complainant and Alleged Violator shall attempt in good faith to resolve any controversy, claim or dispute arising out of or relating to the Association Documents or the breach, enforceability or validity thereof (a "Dispute") promptly by negotiations between such parties within a period not to exceed ten (10) days from the sending of the Violation Notice from Complainant. A Dispute shall not include issues relating to the payment or nonpayment of annual and/or special assessments levied against a Unit in accordance with the Association Documents. Should the Complainant and Alleged Violator fail to resolve the Dispute through negotiations between them by the end of said ten (10) day period (the "Negotiation Period"), a formal mediation process may be initiated upon the written request of any party to the Dispute (the "Request for Mediation"), provided that such written Request for Mediation must be made within five (5) days from the end of the Negotiation Period. The form of any written Request for Mediation shall be in such format as is reasonable. The Request for Mediation shall contain a brief statement generally setting forth the source and nature of the Dispute. The party receiving the Request for Mediation may respond in writing by no later than five (5) days from such party's receipt of the Request for Mediation. The Request for Mediation and any applicable written response shall be addressed to the Dispute Resolution Committee of the Association (the "DRC"), with copy to the other party.

(d) The DRC shall be a permanent committee of the Association and shall consist of three (3) Unit Owners appointed by the Board who shall not be Directors or officers of the Association. Each DRC member shall serve for a term of one (1) year. Any vacancy shall be filled by the Board's appointment of a successor DRC member who shall serve out the unexpired term of his predecessor.

(e) The mediation by the DRC shall be conducted in accordance with such procedures as the DRC shall determine to be fair and equitable under the circumstances. The mediation by the DRC shall be concluded within thirty (30) days from the DRC's receipt of the Request for Mediation (the "Mediation Period").

(f) The DRC shall manage the mediation proceedings during such Mediation Period as it deems best so as to make it expeditious, economical and less burdensome than litigation. The DRC shall be responsible for controlling the procedural aspects of the mediation proceedings. The DRC shall not have the authority to impose a settlement on the parties, but may make recommendations for settlement and assist the parties in reaching a satisfactory resolution of the Dispute.

(g) If the parties agree to settle the Dispute, such settlement shall be memorialized in a written agreement and signed by the parties prior to the conclusion of the Mediation Period (the "Settlement Agreement").

(h) Mediation proceedings shall be conducted in private. Only the parties, their representatives and the DRC shall attend the proceedings. Other persons may attend only upon the express consent of the parties and the DRC. All proceedings of, or writings generated in connection with, the mediation conference, including any applicable Settlement Agreement, any DRC settlement recommendations and any statement made by any party, attorney or other participant, shall in all respects be considered settlement negotiations and privileged, and nothing said or disclosed, nor any document produced, which is not otherwise independently discoverable, shall be offered or received as evidence or used for impeachment or for any other purpose in any future litigation, except that either party shall have the right to seek judicial enforcement of any applicable Settlement Agreement in accordance with its terms.

(i) Any and all costs of the DRC mediation, including without limitation any applicable costs or fees of the DRC, shall be Common Expenses of the Association.

(j) If the Dispute is not settled by the parties within the Mediation Period, the DRC shall render a determination in writing by the end of said Mediation Period (the "DRC Decision") and shall immediately communicate that DRC Decision to the affected parties. Unless any party to the Dispute shall file an action (the "Action") in the Superior Court of New Jersey within thirty (30) days from the date of the DRC Decision (the "Court Appeal Period") seeking a judicial determination of the Dispute, the DRC Decision shall be deemed binding and

final on the parties and enforceable in accordance with its terms in the Courts of New Jersey. Any Action filed prior to the expiration of the Court Appeal Period shall render the DRC Decision non-binding and of no force and effect.

(k) All written correspondence(s) or communication(s) to a Complainant in his individual capacity as the Owner of a Unit, as provided under this Article XV, shall be sent via Certified U.S. Mail, Return Receipt Requested (with copy by regular U.S. Mail) at the Owner's address shown on the Tax Records of Hopewell Township. Any written correspondence(s) provided under this Article XV which are addressed to any Complainant not acting in his individual capacity as the Owner of a Unit or to the DRC shall be sent to such address as the Board uses to receive its U.S. Mail. Correspondence(s) sent by Certified U.S. Mail shall be deemed to have been received by the addressee three (3) days after posting in the U.S. Mail.