



OCEAN COUNTY CLERK'S OFFICE
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COVER SHEET

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SCOTT M. COLABELLA, COUNTY CLERK
OCEAN COUNTY, NEW JERSEY

OFFICIAL USE ONLY

DATE OF DOCUMENT: (Enter Date as follows:00/00/0000)

02/23/2020

TYPE OF DOCUMENT: (Select Doc Type from Drop-Down Box)

DEED

OFFICIAL USE ONLY - REALTY TRANSFER FEE

lm
9010985

FIRST PARTY NAME: (Enter Last Name, First Name)

Tuckerton Meadows Townhouse Association,
Inc.

SECOND PARTY NAME: (Enter Last Name, First Name)

ALL ADDITIONAL PARTIES: (Enter Last Name, First Name)

RR Hyberg, White & Maruk
2111 New Rd
Northfield, NJ 08225

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

BLOCK:

LOT:

MUNICIPALITY: (Select Municipality from Drop-Down Box)

TUCKERTON

CONSIDERATION:

MAILING ADDRESS OF GRANTEE: (Enter Street Address, Town, State, Zip Code)

Street
Address

Town

State

Zip

Prepared by:


ERIC D. MANN, ESQ.

TUCKERTON MEADOWS TOWNHOUSE ASSOCIATION, INC.

**POLICY RESOLUTION
RAIN GUTTERS**

WHEREAS, the Tuckerton Meadows Townhouse Association, Inc., is a non-profit corporation of the State of New Jersey and is governed by a Declaration of Covenants, Conditions and Restrictions ("Declaration"), recorded on December 4, 1987 in the Office of the Recording Officer of Ocean County in Book 4618 of Deeds, at Page 874; and

WHEREAS, Article 4, Section 4.1 of the By-Laws of the Tuckerton Meadows Townhouse Association, Inc., provides that the property, affairs and business of the Association shall be managed by the Board of Directors, which shall have all those powers granted to it by the Certificate of Incorporation, the Declaration and the By-Laws; and

WHEREAS, Article 5, Section 5.1.7 of the By-Laws grants the Board of Directors the power to secure full performance by Members of all items of maintenance for which they are responsible, and;

WHEREAS, the Board of Directors wishes to confirm that the cleaning, clearing and general maintenance of the rain gutters that serve each property remains the responsibility of the unit owners within each property; and

WHEREAS, the Board of Directors acknowledges that the rain gutters that serve each property are presently shared by multiple owners, which can lead to disagreements or issues regarding who is responsible for the cleaning, clearing, and general maintenance of the rain gutters, and;

WHEREAS, the rain gutters currently serving the townhomes constitute a part of each townhome and therefore the individual owner's responsibility for maintenance, repair and replacement;

WHEREAS, in an attempt to alleviate any issues regarding unit owners and their respective responsibilities for maintenance of the rain gutters, the Board believes it is prudent and necessary to establish a policy with respect to same; and

WHEREAS, Article V, Section 5.4 of the Declaration prohibits owners from making any exterior modifications without the prior written approval of the Covenants Committee;

WHEREAS, the Board is desirous of clarifying the respective owners' responsibility with respect to same;

NOW, THEREFORE, be it RESOLVED on this 23rd day of February, 2020 ~~2019~~ as follows:

1. Except as provided below concerning gutter separations, each townhome owner is responsible to promptly furnish, perform and be responsible for, at his or her own expense, the repair, maintenance and replacement of the gutter system serving his townhome, including downspouts and all other components of the gutter system. This obligation shall be the joint obligation of all townhomes serviced by the gutter system. Since multiple townhomes are served by a single gutter system, each townhome owner is jointly responsible for all repairs, maintenance and replacement and the cost of same.

2. In the event that a townhome owner or owners fails to undertake necessary repairs, maintenance or replacement of the gutter system serving the building, the Association may, in its discretion, make any emergency or other necessary repairs which the owners have failed to perform and charge the cost of same equally to the townhome owners.

3. Any townhome owner may, upon submission of an appropriate Property Modification Form ("PMF") and approval by the Covenants Committee, separate the section of the rain gutter presently servicing the building by capping the ends and installing an appropriate downspout where necessary. The PMF submitted to the Covenants Committee shall specifically indicate the color of any caps and/or downspouts to be installed, which must be consistent with the current color scheme utilized within the property. When making such an installation the townhome owner shall be required to provide confirmation that the installation will not adversely affect the drainage system currently serving the property.

4. Any townhome owner wishing to cap and separate his rain gutter system shall have the work performed by a licensed and insured professional contractor and provide proof of insurance.

5. The townhome owner separating any gutter system will be fully responsible for payment of any and all fees and costs of the work and damages to adjoining property or others caused by the separation of the gutter structure. Costs would include, but not be limited to, the expenses associated with capping the gutter and installing any needed downspouts.

6. Prior to undertaking any work to separate the current rain gutter system, the townhome owner shall obtain the consent of any adjoining owners affected by the installation. The townhome owner shall include on the PMF confirmation that the adjoining owner or owners have consented to the installation. In the event that a townhome owner seeking to separate the gutter system is unable to contact or communicate with the adjoining owner, the adjoining owner's consent shall be deemed to have been given if within fifteen (15) days of confirmed receipt of a

request the adjoining owner fails to respond. In such case, the townhome owner seeking to separate the gutter shall include on the PMF confirmation that he has attempted to advise the adjoining townhome owner of his request in writing by regular and certified mail, that the notice was received by the adjoining owner, and that no response was provided within the fifteen (15) day period.

7. No gutter separation shall be permitted unless all townhome units affected by same shall be fully functional after the work is completed.

8. This Policy is intended to supplement the Declaration, By-Laws and Resolutions of the Tuckerton Meadows Townhouse Association and shall not, nor is it intended to, supersede or invalidate any other provisions contained in the Declaration or By-Laws of the Association.

9. This Resolution shall become immediately effective and applicable to all Members of the Tuckerton Meadows Townhouse Association upon approval by the Board.

ATTEST:

TUCKERTON MEADOWS TOWHHOUSE
ASSOCIATION, INC.

By: Carol Ann Fudalej
Carol Ann Fudalej, Secretary

By: Diane Svelling
Diane Svelling, President

STATE OF NEW JERSEY; COUNTY OF OCEAN: ss.

I CERTIFY that on Feb 23, ²⁰2019, Carol Fudalej personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Secretary of the Tuckerton Meadows Townhouse Association, Inc., the corporation named in the attached document;
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is Diane Svelling, the President of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) this person knows the proper seal of the corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Sworn to and subscribed before me on Feb 23rd, ²⁰2019.

Wendy S Mckee-Chandler

Carol Ann Fudalej
CAROL ANN FUDALEJ
Secretary, Attesting Witness

