

2005-1

**RESOLUTION**

WHEREAS the By-laws of the ESSEX PLACE CONDOMINIUM ASSOCIATION at Article V Section 1(f) empowers to the Board of Trustees to "adopt, amend and publish Rules and Regulations covering the details of the operation and use of the Common Elements..."; and

WHEREAS the Master Deed of the Association at Article X Section 10.2 provides that "the Condominium Association has the right to promulgate and enforce reasonable rules and regulations not in conflict with the provisions herein regarding the use and enjoyment of the Common Elements..."; and

WHEREAS the Master Deed at Article XI, Section 11.1 addresses the Leasing of units by their owners but does not address how the Association is to monitor the leasing of said units to ensure the lease is in conformance with the requirements of the Association's documents; and

WHEREAS the Board of Trustees is desirous of monitoring the leasing of units within Essex Place by requiring that each unit owner provide a copy of any written lease agreement between the Owner of the unit and any tenant of the unit to the Association's Management Office; therefore

BE IT RESOLVED that the following Rule is hereby adopted by the Board of Directors of the ESSEX PLACE CONDOMINIUM ASSOCIATION at its meeting on the 15 of September, 2005, and shall be added as Section 23 of the Association's Rules and Regulations:

Section \_\_\_\_ . COPY OF LEASE AGREEMENT REQUIRED TO BE PROVIDED

As a condition of leasing his or her unit, each unit owner must provide a copy of the written lease agreement to the Association's Management Office at or before the tenancy begins. If a unit owner fails to timely provide a copy of the lease agreement, that unit owner is subject to a \$ 100.00 fine for each violation. Each day the tenancy continues without the lease agreement having been provided to the Management Office will be considered a separate violation.

Ann J.C. Munn, Trustee  
Martin Pelf President, Trustee  
Katharine Wheeler, Trustee  
\_\_\_\_\_, Trustee  
\_\_\_\_\_, Trustee

2005-2

RESOLUTION

WHEREAS the By-laws of the ESSEX PLACE CONDOMINIUM ASSOCIATION at Article V Section 1(f) empowers to the Board of Trustees to "adopt, amend and publish Rules and Regulations covering the details of the operation and use of the Common Elements..."; and

WHEREAS the Master Deed of the Association at Article X Section 10.2 provides that "the Condominium Association has the right to promulgate and enforce reasonable rules and regulations not in conflict with the provisions herein regarding the use and enjoyment of the Common Elements..."; and

WHEREAS the Board of Trustees is desirous of promoting the fair and efficient use of the limited number of parking spaces within Essex Place by requiring that each unit owner register his/her automobile(s) with the Association's Management Office; therefore

BE IT RESOLVED that the following Rule is hereby adopted by the Board of Directors of the ESSEX PLACE CONDOMINIUM ASSOCIATION at its meeting on the 15 of September, 2005, and shall be added as Section 9 of the Association's Rules and Regulations:

Section     . PARKING PERMIT REQUIRED

As a condition of using the Association's parking areas (i.e. common property), each unit owner shall register with the Association's Management Office each automobile owned, leased, rented or otherwise used by the unit owner. Once the automobile is registered with the Manager, a parking permit will issue which must be displayed in the vehicle so as to be visible from the outside. If a vehicle is parked in the Association's number parking spots /areas overnight without displaying an official Essex Place parking permit, it will be considered in violation of the Essex Place parking rules and subject to tagging and towing at the owners expense at the Boards discretion. If a unit owner fails to so register his or her automobile within seven (7) days of acquiring the vehicle, that unit owner is subject to a \$50.00 fine for each violation. Each day the vehicle is parked in the Association's parking area without displaying a valid parking permit will be considered a separate violation. Vehicles with or without parking permits may be parked in visitor marked areas for no more than 48 hours. Vehicles parked in visitor spots for longer than 48 hours without proper notice to the management office shall be ticketed and towed at the owner's expense at the Board's discretion.

Thomas R. Barber, President, Trustee

Martin D. [Signature], Trustee

Joe O. [Signature], Treasurer, Trustee

VH Gibbons Sect., Trustee

\_\_\_\_\_, Trustee



RESOLUTION

2006-2

WHEREAS the By-laws of the ESSEX PLACE CONDOMINIUM ASSOCIATION at Article V Section 1(f) empowers to the Board of Trustees to "adopt, amend and publish Rules and Regulations covering the details of the operation and use of the Common Elements..."; and

WHEREAS the Master Deed of the Association at Article X Section 10.2 provides that "the Condominium Association has the right to promulgate and enforce reasonable rules and regulations not in conflict with the provisions herein regarding the use and enjoyment of the Common Elements..."; and

WHEREAS the Board of Trustees is desirous of promoting all pet owners must accompany their pet(s) when outside the residence for the safety of the residents and pet(s). therefore

BE IT RESOLVED that the following Rule is hereby adopted by the Board of Directors of the ESSEX PLACE CONDOMINIUM ASSOCIATION at its meeting on the 16 of November, 2006, and shall be added as Section\_\_ of the Association's Rules and Regulations:

Section \_\_. UNATTENDED PET(S)

Pet(s) (all dogs, cats any other animals that are permitted out of the residence) must be accompanied by the pet owner. Pet(s) are not permitted to be tied or left on porches or patios unattended.

Thomas R. Barb, Trustee

W. Gibbons, Trustee

Martin J. P., Trustee

\_\_\_\_\_, Trustee

\_\_\_\_\_, Trustee

2007-1

**RESOLUTION**

WHEREAS the By-laws of the ESSEX PLACE CONDOMINIUM ASSOCIATION at Article V Section 1(f) empowers to the Board of Trustees to "adopt, amend and publish Rules and Regulations covering the details of the operation and use of the Common Elements..."; and

WHEREAS the Master Deed of the Association at Article X Section 10.2 provides that "the Condominium Association has the right to promulgate and enforce reasonable rules and regulations not in conflict with the provisions herein regarding the use and enjoyment of the Common Elements..."; and

WHEREAS the Board of Trustees is desirous of promoting all pet owners must accompany their pet(s) when outside the residence for the safety of the residents and pet(s). therefore

BE IT RESOLVED that the following Rule is hereby adopted by the Board of Directors of the ESSEX PLACE CONDOMINIUM ASSOCIATION at its meeting on the 15 of March, 2007, and shall be added as Section\_\_ of the Association's Rules and Regulations:

Section K. UNATTENDED PET(S)

**Pet(s) (all dogs, cats any other animals that are permitted out of the residence) must be walked on a physical leash of no more than 6 feet in length.**

Thomas R. Bach, Trustee

PH Sibbey, Trustee

Martin Kelly, Trustee

Alma DeBora, TREASURER, Trustee

\_\_\_\_\_, Trustee

2007-2

## RESOLUTION

WHEREAS, the Board of Directors of the ESSEX PLACE CONDOMINIUM ASSOCIATION believe that conflicts which arise between condominium association homeowners and between homeowners and their association are best resolved by way of negotiation and mediation rather than litigation; and

WHEREAS such "Alternative Dispute Resolution" (ADR) is faster, friendlier, less expensive and often more effective than resorting to the courts to resolve disputes; and

WHEREAS the New Jersey Condominium Act (N.J.S.A. 46:8B-14(k)) requires that "an association shall provide a fair and efficient procedure for the resolution of housing-related disputes between individual unit owners and the association, and between unit owners, which shall be readily available as an alternative to litigation";

BE IT THEREFORE RESOLVED that the following ADR procedure is hereby adopted by the Board of Directors of the ESSEX PLACE CONDOMINIUM ASSOCIATION at its meeting on the 14<sup>th</sup> of June, 2007, and shall be added as Section 35 of the Association's Rules and Regulations:

### ALTERNATIVE DISPUTE RESOLUTION (ADR)

1. Applicability This ADR procedure shall apply to all housing-related disputes which arise between unit owners, as well as between unit owners and the Association. Although ADR must be offered in all such situations, acceptance of and participation in the ADR procedure is voluntary on the part of all unit owners. This ADR procedure shall not apply to disputes regarding payment of assessments, penalties, fines and fees.

2. Method The ADR method to be offered by the Association shall be "mediation". Mediation, unlike arbitration and litigation, is an informal, cooperative, problem-solving approach to conflict resolution. It provides for a neutral mediator to assist the parties negotiate a settlement of their dispute which is agreeable to all involved.

3. Mediator The neutral party who shall act as the mediator of the aforesaid housing-related disputes shall be a panel of residents from the Association known as the "ADR Panel". The panel which will mediate any given dispute shall consist of no less than three (3) but no more than five (5) persons, but nothing shall prevent the overall number of panel members from being greater than five (5) (i.e. substitutes and alternates are encouraged). No panel member who has any direct interest or involvement in the dispute to be mediated shall serve as a panel member with regard to that dispute, nor shall any current member of the Board of Directors of the Association be permitted to serve as a panel member. In the event that less than three (3) panel members are available to mediate a dispute, the parties involved may agree to

allow that panel to mediate the dispute. If all parties do not so agree, the Association shall hire a professional mediator to mediate the dispute, in which event the cost of hiring the professional mediator will be borne by the Association.

4. Procedure

a. Dispute between unit owners

i. Upon formal notice to the Association from a unit owner that a dispute exists with another unit owner, the property manager shall contact all parties to determine the nature of the dispute and to attempt to quickly and informally resolve the dispute.

ii. If the efforts by the property manager described in (a) above are not successful within three (3) days, the property manager shall send formal written notice to the parties involved acknowledging that a dispute exists, identifying the nature of the dispute, and offering ADR-Mediation to the parties involved.

iii. If a party accepts the Association's offer of ADR-Mediation, that party shall notify the property manager in writing within five (5) days. Upon receipt of said acceptance by all parties, the property manager shall promptly schedule an ADR-Mediation hearing, which shall be held no later than fourteen (14) days from the date the property manager receives acceptance from all parties involved.

iv. In a dispute involving more than two parties, if less than all parties agree to ADR-Mediation, the hearing may still go forward only if those parties participating agree that such mediation would be beneficial. In a dispute involving only two parties, if less than both agree to ADR-Mediation, then the Association's offer of ADR will be withdrawn. If the ADR offer is withdrawn and the dispute involves a violation of the Rules, Regulations and Restrictions of the ESSEX PLACE CONDOMINIUM ASSOCIATION, the Association will proceed to enforce said Rules, Regulations and Restrictions pursuant to its enforcement powers as outlined elsewhere in the Public Offering Statement (POS) of the Association and as otherwise provided by law.

b. Dispute between a unit owner and the Association

i.(1) In the event that a unit owner violates a Rule, Regulation or Restriction of the Association, the property manager shall notify the unit owner in writing of the violation and request that the unit owner immediately correct the violation. The notice shall also inform the unit owner of the option to resolve the dispute by way of ADR-Mediation.

i.(2) In the event that a unit owner claims that the Association has failed to act properly or has acted improperly with regard to the exercise of its duties, responsibilities and powers, the unit owner shall notify the Association in writing of the claim. The property manager shall investigate the claim and promptly respond to the unit owner in writing, clearly stating the Board's position with regard to the claim. This notice shall also inform the unit owner of the option to resolve the dispute by way of ADR-Mediation.

ii. If the unit owner accepts the Association's offer of ADR-Mediation, he/she must do so in writing to the property manager within five (5) days. Upon receipt of said acceptance by the unit owner, the property manager shall promptly schedule an ADR-Mediation hearing which shall be held no later than fourteen (14) days from the date the property manager receives written acceptance from the unit owner.

iii. If the unit owner does not timely respond to the Association's offer of ADR, or affirmatively declines, then the Association's offer of ADR will be withdrawn. In the event the offer of ADR is withdrawn, the Association will proceed to enforce its Rules, Regulations and Restrictions pursuant to its enforcement powers as outlined elsewhere in the Public Offering Statement (POS) of the ESSEX PLACE CONDOMINIUM ASSOCIATION and as otherwise provided by law.

c. The Mediation hearing

i. The hearing shall take place at the Association's Property Manager's office or, in the event that the office is unavailable, at a neutral site agreeable to all parties involved.

ii. All unit owners involved in the dispute must attend. In disputes involving the Association, the property manager or other designated representative shall attend on behalf of the Board of Directors. Members of the Board of Directors may also attend.

iii. The property manager shall designate the particular ADR panel members who shall mediate the dispute, and those members shall attend.

iv. The unit owners involved in the dispute may have legal counsel present with them at the hearing, although it is not necessary nor required to do so.



v. The conduct of the hearing shall follow these general guidelines (i.e. flexibility in the conduct of the hearing is permitted if likely to achieve a positive result):

- the designated chair of the panel shall give brief opening remarks, welcoming the participants, introducing the panel members and outlining the procedure to be followed at the hearing

- in disputes between unit owners, the initial complainant shall succinctly describe the nature of the dispute and his/her position with regard to it, followed by any questions the panel may have of that unit owner. The other party to the dispute shall then succinctly state his/her position with regard to the dispute, followed by any questions the panel may have of that unit owner.

- in disputes between a unit owner and the Association, the representative of the Board of Directors (e.g. the property manager) shall succinctly state the nature of the dispute and the Board's position with regard to it, followed by any questions the panel may have of the Board's representative. The unit owner in the dispute shall then succinctly state his/her position with regard to the dispute, followed by any questions the panel may have of that unit owner.

- following the presentations of positions by the parties involved, the panel will then "caucus", whereby they engage in discussion amongst themselves and with the parties, either separately, together, or both, in an effort to identify the issues raised and the interests expressed, and to explore resolutions of the dispute through negotiation, compromise and ultimately agreement.

- it is expected that if a resolution is attainable, it can be reached during one mediation hearing of reasonable length; if, however, another hearing is necessary to fully resolve the dispute, it shall be promptly scheduled by the property manager at an agreeable time no greater than ten (10) days from the date of the first hearing.

- in disputes between a unit owner and the Association, the Board's designated representative shall attend with authority from the Board to resolve the matter at the hearing (within the parameters of that authority), or, at the very least, with the ability to contact the

Board by telephone during the hearing with regard to resolving the dispute.

d. The Result

i. In a dispute between unit owners, if an agreement which resolves the dispute is reached, it shall be reduced to writing by the ADR panel/mediator and signed by the parties. A copy shall be given to each party, as well as to the Board of Directors. If an agreement to resolve the dispute cannot be reached at the hearing, and if there is no reasonable prospect of an agreement being reached at a second hearing, the parties will be dismissed from the ADR process and the ADR panel/mediator shall inform the Board of Directors of this result.

ii. In a dispute between a unit owner and the Association, if an agreement which resolves the dispute is reached, it shall be reduced to writing by the ADR panel/mediator and signed by the unit owner and the Board's designated representative. A copy shall be given to the unit owner and to the Board. If an agreement to resolve the dispute cannot be reached at the hearing, and if there is no reasonable prospect of an agreement being reached at a second hearing, the ADR panel shall confer and make a formal written recommendation to the Board of Directors which sets forth findings of fact as it relates to the dispute, as well as a proposed resolution of the dispute. This recommendation to the Board shall be made within five (5) days of the hearing, and a copy shall be sent to the unit owner. The recommendation shall be considered by the Board, but shall not be binding on the Board or on the unit owner.

e. Right to Appeal

i. In a dispute between a unit owner and the Association in which an agreement resolving the dispute was not reached after ADR-Mediation, the findings and recommendation of the ADR panel/mediator may be appealed from by either the unit owner or the Association.

ii. If either party believes that the panel's/mediator's findings of fact were incorrect, or that the panel/mediator incorrectly applied the Association's Rules and Regulations to the facts of the dispute, or for any other reason feels aggrieved by the results of the ADR-Mediation hearing, that party may appeal to the ADR panel/mediator to reconsider its findings and recommendation. Such an appeal must be in writing and addressed to the ADR panel/mediator in care of the property manager's office. A copy of the appeal must be served on the other party. The appeal must be received by the ADR panel/mediator within five (5) days of the service of its findings and recommendation. The appeal must state the grounds upon which the appeal is made and should set forth the aggrieved party's requested result.

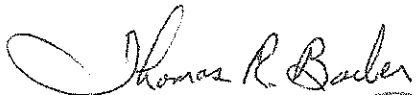
iii. The ADR panel/mediator shall respond to the aggrieved party's appeal in writing within five (5) days of its receipt of the appeal. A copy of the response shall be served on both parties. In the discretion of the panel/mediator, if another hearing is in order (e.g.

to discuss new information bearing on the dispute which was not submitted at the original hearing), the panel shall promptly schedule another hearing which shall take place not more than ten (10) days from the service of the panel's response to the appeal. Thereafter, Sections 4 and 5, above, shall apply.

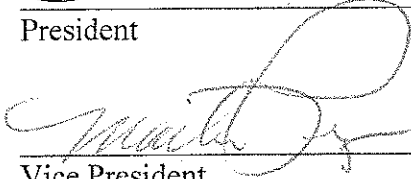
5. Counsel to the ADR Panel/Mediator. The Association's attorney shall serve as legal advisor to the panel/mediator. The attorney shall serve as a resource to the panel with regard to ADR-Mediation procedure, not as an advocate for one party or the other.

6. Confidentiality. The ADR-Mediation process and the writings and statements made therein, shall be held in strictest confidence. The hearings themselves are not to be open to the public. Only those persons directly involved in a dispute are permitted to attend a hearing. The panel members are not permitted to discuss a dispute or the findings and recommendation they make with regard to any dispute to anyone other than the parties and their fellow panel members.

7. Costs. Any costs incurred by a party as a result of their participation in the ADR-Mediation process (e.g. costs of hiring legal counsel, costs of gathering and presenting evidence, etc.) shall be borne solely by the party incurring the costs. In the event that the Association is required to hire a professional mediator to mediate a dispute (see Section 3, above), that cost shall be the responsibility of the Association.



\_\_\_\_\_  
President



\_\_\_\_\_  
Vice President



\_\_\_\_\_  
Treasurer



\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Director

2007-3

## **RESOLUTION**

### **REGARDING RESPONSIBILITY FOR PAYMENT OF INSURANCE DEDUCTIBLE**

#### **The Essex Place Condominium Association**

WHEREAS questions have arisen regarding the responsibility for the payment of insurance deductibles when claims are made against the Association's blanket insurance policies for damage to property within the Community; and

WHEREAS there is no policy established in the Association's By-laws or Master Deed regarding the responsibility for the payment of said insurance deductibles; but

WHEREAS Article VII at Section 7.1 of the Association's Master Deed provides that "*Each Unit Owner shall be responsible for, his own expense, all of the maintenance, repairs and replacements for his Unit...*"; and

WHEREAS Article VII at Section 7.4 of the Association's Master Deed provides that "*If, due to the negligent act or omission of a misuse by a Unit Owner, or a member of the Owners family or pet, or a guest, occupant or visitor (whether authorized or unauthorized by the Unit Owner), damage shall be caused to the Common Elements, or to a Unit(s) owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then the Unit Owner so responsible shall pay for such damage and be liable for any damages, liability, costs and expense, including attorneys' fees, caused by or arising out of such circumstances as a Remedial Assessment...*"; and

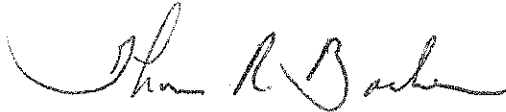
WHEREAS the Board of Directors is desirous of establishing a policy regarding the payment of said insurance deductibles;

NOW THEREFORE BE IT RESOLVED by the Board of Directors of the Essex Place Condominium Association this 12 day of June, 2007 that the following policy regarding the payment of insurance deductibles is hereby adopted as Section 34 of the Association's Rules and regulations and shall take effect immediately:

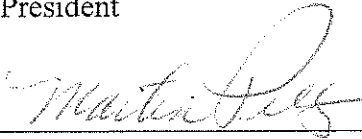
1. The Association shall be responsible for the payment of the Association's policy deductible arising from any loss resulting as damage to the exterior components of the residential units and common areas for which the Association would otherwise be responsible for the care, maintenance, repair and/or replacement of, provided however, that in the event any such loss is caused in whole or in part by any action or omission, negligence or reckless disregard of a unit, building or common area property by a unit owner, anyone domiciled in the owner's unit, or anyone visiting the owner's unit, the Board of Directors may assess the cost of the deductible directly to said unit owner.
2. Any payment of the Association's policy deductible which may be due pursuant to a

claim made against the Directors and Officers Liability insurance policy for any act or omission by a Director or Officer shall be paid by the Association unless a determination is made that said act or omission was *ultra vires* or without the authorization of the Board, By-laws, Master Deed or Public Offering Statement and of such nature as to expose the Association to the underlying liability for the claim asserted, in which case the deductible shall be paid by the Director or Officer responsible for the same.

3. Any deductible payment for damage to interior living units which are made pursuant to a claim against the Association's blanket insurance coverage shall be the responsibility of the individual unit owner unless the unit owner has put the Association on notice of a condition for which the Association is responsible for maintenance and/or repair prior to the occurrence of the interior unit damage and the Association fails to take the necessary remedial action or repair, which failure to act is directly causative of the damage. In that event, the Association, by a simple majority vote of its Board of Directors, may assume responsibility for the payment of said deductible.



\_\_\_\_\_  
President



\_\_\_\_\_  
Vice President



\_\_\_\_\_  
Treasurer



\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Director

## RESOLUTION

WHEREAS the By-laws of the ESSEX PLACE CONDOMINIUM ASSOCIATION at Article V Section 1(f) empowers to the Board of Trustees to “adopt, amend and publish Rules and Regulations covering the details of the operation and use of the Common Elements...”; and

WHEREAS the Master Deed of the Association at Article X Section 10.2 provides that “the Condominium Association has the right to promulgate and enforce reasonable rules and regulations not in conflict with the provisions herein regarding the use and enjoyment of the Common Elements...”; and

WHEREAS the Board of Trustees is desirous of promoting the fair and efficient use of the limited number of parking spaces within Essex Place by requiring that each unit owner register his/her automobile(s) with the Association's Management Office; therefore

BE IT RESOLVED that the following Rule is hereby adopted by the Board of Directors of the ESSEX PLACE CONDOMINIUM ASSOCIATION at its meeting on the 14 of June, 2007, and shall be added as Section 33 of the Association's Rules and Regulations and shall take effect immediately:

## Section . HOMEOWNER INSURANCE REQUIREMENT

Each unit owner is responsible for purchasing and maintaining standard homeowner's insurance coverage (for example, an HO6 policy). Such coverage shall be sufficient to cover all contents and upgrades, as well as general liability.

Thomas R. Bach, President

Maitland, Vice President

Anna G. Miller, Treasurer

\_\_\_\_\_, Secretary

\_\_\_\_\_, Director

## RESOLUTION 2009-1

### REGARDING THE INSTALLATION OF "OVER-THE-AIR RECEPTION DEVICES"

#### The Essex Place Condominium Association

WHEREAS the Board of Directors of the Essex Place Condominium Association ("Essex Place") is desirous of instituting a uniform policy regarding the installation of "over-the-air reception devices" ("OTARD") such as satellite dishes, television antennae and radio antennae; and

WHEREAS the Federal Communication Commission ("FCC") has ruled that condominium associations may prohibit and/or regulate the installation of such devices on association common property; and

WHEREAS the common property of Essex Place includes, but is not limited to, the exterior walls and roofs of the condominium buildings and the land surrounding the condominium buildings; and

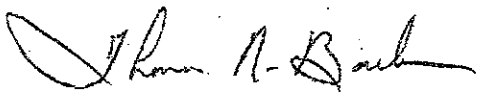
WHEREAS the current Essex Place Rule/Regulation regarding the installation of such devices provides "*No radio satellite dishes shall be affixed to the roof or siding*"; and

WHEREAS the Board of Directors of Essex Place is desirous of promulgating a Rule/Regulation which is consistent with its power to regulate, maintain and protect the Association's common property and also consistent with the mandate of federal law;

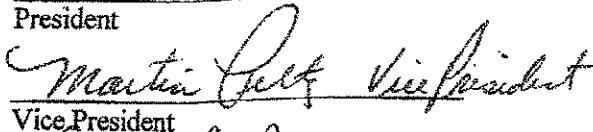
NOW THEREFORE BE IT RESOLVED by the Board of Directors of the Essex Place Condominium Association this       day of       , 2009 that the following Rule/Regulation with regard to the installation of such devices is hereby adopted:

*"No "Over-The-Air Reception Devices", including but not limited to, satellite dishes, radio antennae, television antennae, shall be affixed to or otherwise installed or placed upon Association common property, including but not limited to, the exterior walls and roofs of the condominium buildings and the land surrounding the condominium buildings. Satellite dishes one meter in diameter or less are permitted within the balcony or patio area of a unit (known as "limited common property"). In the event that a satisfactory signal is not attainable from a satellite dish installed within the balcony or patio area of a unit, said satellite dish may be installed in the foundation planting bed surrounding the condominium building, so long as it is installed behind existing shrubbery and on a free-standing pole no higher than 36 inches. Residents who install such satellite dishes on Association common property without first obtaining Association approval shall be subject to a \$100.00 fine and will be required to remove the dish.*

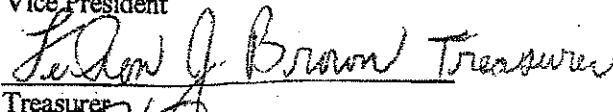
ESSEX PLACE  
CONDOMINIUM ASSOCIATION, INC.



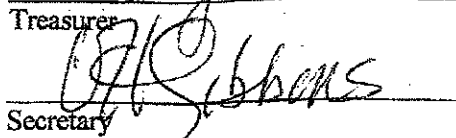
President



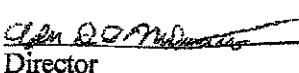
Vice President



Treasurer



Secretary

 AT LARGE  
Director

## RESOLUTION 2009-2

WHEREAS, the Essex Place Condominium Association, Inc. Board of Directors has the authority to make rules and regulations; and

WHEREAS, the Board of Directors has considered the implications of unit owner failure to properly maintain dryer vents; and


WHEREAS, the Association has received recommendations from equipment maintenance professionals.


NOW THEREFORE BE IT RESOLVED by the Board of Directors of the Essex Place Condominium Association this 16<sup>th</sup> day of April, 2009 that the following Rule/Regulation with regard to the dryer vent cleaning and maintenance is hereby adopted:


1. All unit owners shall be required to employ a maintenance professional once every two years to clean from the interior openings, including all duct work, to the exterior openings of the dryer vent or vents servicing each unit.
2. Performance of the required dryer vent cleaning shall be documented by submission of an invoice from a service professional to the Association's Property Manager.
3. The initial dryer vent cleaning service shall be performed and documentation shall be submitted to the Property Manager by July 1, 2009.
4. In addition to any other remedies that may be exercised by the Association, a unit owner's failure to submit the required documentation of dryer vent cleaning shall result in the imposition of a weekly fine of twenty five dollars (\$25) for each week of non-compliance. Each Monday constitutes a new weekly fine. The fine will be applied to the non-complying unit owner's account on Tuesday of each week. The Property Manager shall notify the non-complying unit owner of the imposition of a fine as well as the action that is required to prevent the incurrence of additional fines.
5. This cleaning resolution shall be incorporated within the Association's Rules and Regulations.

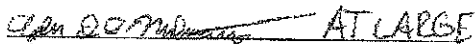
ESSEX PLACE  
CONDOMINIUM ASSOCIATION, INC.

  
President

  
Vice President

  
Treasurer

  
Secretary

 AT LARGE  
Director

This resolution was duly passed by the Board of Directors on the 16 day of April, 2009.



**RESOLUTION -2013-1**

WHEREAS the By-laws of the ESSEX PLACE CONDOMINIUM ASSOCIATION at Article V Section 1(f) empowers to the Board of Trustees to "adopt, amend and publish Rules and Regulations covering the details of the operation and use of the Common Elements..."; and

WHEREAS the Master Deed of the Association at Article X Section 10.2 provides that "the Condominium Association has the right to promulgate and enforce reasonable rules and regulations not in conflict with the provisions herein regarding the use and enjoyment of the Common Elements..."; and

WHEREAS the Board of Trustees is desirous of promoting that patios are not to be used for storage. therefore

BE IT RESOLVED that the following Rule is hereby adopted by the Board of Directors of the ESSEX PLACE CONDOMINIUM ASSOCIATION at its meeting on the 17<sup>th</sup> of January, 2013, and shall be added as Section 27b of the Association's Rules and Regulations:

Section 27b. ITEMS PERMITTED ON PATIO

Patios may not be used for storage of items; the only items permitted to be kept on the patios are patio furniture, electric grills, potted plants and bicycles and small children's wagons or wheeled toys, if covered.

Thomas R. Barber, Trustee

Don Brown, Trustee

Parvinder Desai, Trustee

\_\_\_\_\_, Trustee

\_\_\_\_\_, Trustee

**RESOLUTION -2013-2**

WHEREAS the By-laws of the ESSEX PLACE CONDOMINIUM ASSOCIATION at Article V Section 1(f) empowers to the Board of Trustees to "adopt, amend and publish Rules and Regulations covering the details of the operation and use of the Common Elements..."; and

WHEREAS the Master Deed of the Association at Article X Section 10.2 provides that "the Condominium Association has the right to promulgate and enforce reasonable rules and regulations not in conflict with the provisions herein regarding the use and enjoyment of the Common Elements..."; and

WHEREAS the Board of Trustees is desirous of promoting that patios are not to be used for storage. therefore

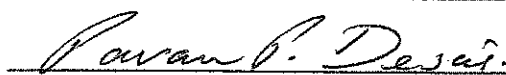
BE IT RESOLVED that the following Rule is hereby adopted by the Board of Directors of the ESSEX PLACE CONDOMINIUM ASSOCIATION at its meeting on the 17<sup>th</sup> of January, 2013, and shall be added as Rule 35 of the Association's Rules and Regulations:

Rule 35. FEEDING OF WILDLIFE AND FERAL ANIMALS

Residents are not permitted to feed wildlife or feral animals, including but not limited to squirrels, geese, birds, wild cats/dogs etc. Food, water bowls or feeders of any type are prohibited outside any unit.

, Trustee

, Trustee

, Trustee

\_\_\_\_\_, Trustee

\_\_\_\_\_, Trustee

## RESOLUTION - 2013-3

WHEREAS, the Board of Directors of the ESSEX PLACE CONDOMINIUM ASSOCIATION believe that conflicts which arise between condominium association homeowners and between homeowners and their association are best resolved by way of negotiation and mediation rather than litigation; and

WHEREAS such "Alternative Dispute Resolution" (ADR) is faster, friendlier, less expensive and often more effective than resorting to the courts to resolve disputes; and

WHEREAS the New Jersey Condominium Act (N.J.S.A. 46:8B-14(k)) requires that "an association shall provide a fair and efficient procedure for the resolution of housing-related disputes between individual unit owners and the association, and between unit owners, which shall be readily available as an alternative to litigation";

BE IT THEREFORE RESOLVED that the following ADR procedure is hereby adopted by the Board of Directors of the ESSEX PLACE CONDOMINIUM ASSOCIATION at its meeting on the 21<sup>st</sup> of March, 2013, and shall be added as Section 35 of the Association's Rules and Regulations:

### ALTERNATIVE DISPUTE RESOLUTION (ADR)

1. Applicability This ADR procedure shall apply to all housing-related disputes which arise between unit owners, as well as between unit owners and the Association. Although ADR must be offered in all such situations, acceptance of and participation in the ADR procedure is voluntary on the part of all unit owners. This ADR procedure shall not apply to disputes regarding payment of assessments, penalties, fines and fees.

2. Method The ADR method to be offered by the Association shall be "mediation". Mediation is an informal, cooperative approach to conflict resolution, in which a neutral mediator assists the parties negotiate a settlement of their dispute which is agreeable to all involved.

3. Mediator The Mediator shall be a neutral party who has no interest or involvement in the dispute. No current Board member shall serve as a Mediator in any dispute between a unit member and the Association. The Mediator shall be chosen from volunteer unit owners from the community, members of neighboring community associations, attorneys familiar with New Jersey Condominium law, or any person acceptable to both parties.

4. Procedure

a. Dispute between unit owners

i. Upon formal notice to the Association from a unit owner that a dispute exists with another unit owner, the property manager shall contact all parties to determine the nature of the dispute and to attempt to quickly and informally resolve the dispute.

ii. If the efforts by the property manager described in (a) above are not successful, the property manager shall send formal written notice to the parties involved acknowledging that a dispute exists, identifying the nature of the dispute, and offering ADR-Mediation to the parties involved.

iii. If a party accepts the Association's offer of ADR-Mediation, that party shall notify the property manager in writing within five (5) days. Upon receipt of said acceptance by all parties, the property manager shall promptly schedule an ADR-Mediation hearing.

iv. In a dispute involving more than two parties, if less than all parties agree to ADR-Mediation, the hearing may still go forward only if those parties participating agree that such mediation would be beneficial. In a dispute involving only two parties, if less than both agree to ADR-Mediation, then the Association's offer of ADR will be withdrawn. If the ADR offer is withdrawn and the dispute involves a violation of the Rules, Regulations and Restrictions of the ESSEX PLACE CONDOMINIUM ASSOCIATION, the Association will proceed to enforce said Rules, Regulations and Restrictions pursuant to its enforcement powers as outlined elsewhere in the Master Deed and By-Laws of the Association and New Jersey law.

b. Dispute between a unit owner and the Association

i.(1) In the event that a unit owner violates a Rule, Regulation or Restriction of the Association, the property manager shall notify the unit owner in writing of the violation and request that the unit owner immediately correct the violation. The notice shall also inform the unit owner of the option to resolve the dispute by way of ADR-Mediation. In the event of an on-going violation, the notice shall provide that the fine will continue to accrue unless the violation is eliminated, if possible.

i.(2) In the event that a unit owner claims that the Association has failed to act properly or has acted improperly with regard to the exercise of its duties, responsibilities and powers, the unit owner shall notify the Association in writing of the claim. The property manager shall investigate the claim and promptly respond to the unit owner in writing, clearly stating the Board's position with regard to the claim. This notice shall also inform the unit owner of the option to resolve the dispute by way of ADR-Mediation.

ii. If the unit owner accepts the Association's offer of ADR-Mediation, he/she must do so in writing to the property manager within five (5) days. Upon receipt of said acceptance by the unit owner, the property manager shall promptly schedule an ADR-Mediation hearing which shall be held as soon as possible.

iii. If the unit owner does not timely respond to the Association's offer of ADR, or affirmatively declines, then the Association's offer of ADR will be withdrawn and the Association will proceed to enforce its Rules, Regulations and Restrictions pursuant to its

enforcement powers as outlined in the Governing Documents of the ESSEX PLACE CONDOMINIUM ASSOCIATION and New Jersey law.

c. The Mediation hearing

i. The hearing shall take place at the Association's Property Manager's office or, in the event that the office is unavailable, at a neutral site agreeable to all parties involved.

ii. All unit owners involved in the dispute must attend. In disputes involving the Association, the property manager or other designated representative shall attend on behalf of the Board of Directors. Members of the Board of Directors may also attend.

iii. The property manager shall designate the particular ADR panel members who shall mediate the dispute, and those members shall attend.

iv. The unit owners involved in the dispute may have legal counsel present with them at the hearing, although it is not necessary nor required to do so.

v. The conduct of the hearing shall follow these general guidelines (i.e. flexibility in the conduct of the hearing is permitted if likely to achieve a positive result):

- the designated chair of the panel shall give brief opening remarks, welcoming the participants, introducing the panel members and outlining the procedure to be followed at the hearing

- in disputes between unit owners, the initial complainant shall succinctly describe the nature of the dispute and his/her position with regard to it, followed by any questions the panel may have of that unit owner. The other party to the dispute shall then succinctly state his/her position with regard to the dispute, followed by any questions the panel may have of that unit owner.

- in disputes between a unit owner and the Association, the representative of the Board of Directors (e.g. the property manager) shall succinctly state the nature of the dispute and the Board's position with regard to it, followed by any questions the panel may have of the Board's representative. The unit owner in the dispute shall then succinctly state his/her position with regard to the dispute, followed by any questions the panel may have of that unit owner.

- following the presentations of positions by the parties involved, the panel will then "caucus", whereby they engage in discussion

amongst themselves and with the parties, either separately, together, or both, in an effort to identify the issues raised and the interests expressed, and to explore resolutions of the dispute through negotiation, compromise and ultimately agreement.

- it is expected that if a resolution is attainable, it can be reached during one mediation hearing of reasonable length; if, however, another hearing is necessary to fully resolve the dispute, it shall be promptly scheduled by the property manager at an agreeable time no greater than ten (10) days from the date of the first hearing.

- in disputes between a unit owner and the Association, the Board's designated representative shall attend with authority from the Board to resolve the matter at the hearing (within the parameters of that authority), or, at the very least, with the ability to contact the Board by telephone during the hearing with regard to resolving the dispute.

d. The Result

- i. In a dispute between unit owners, if an agreement which resolves the dispute is reached, it shall be reduced to writing by the ADR panel/mediator and signed by the parties. A copy shall be given to each party, as well as to the Board of Directors. If an agreement to resolve the dispute cannot be reached at the hearing, and if there is no reasonable prospect of an agreement being reached at a second hearing, the parties will be dismissed from the ADR process and the ADR panel/mediator shall inform the Board of Directors of this result.

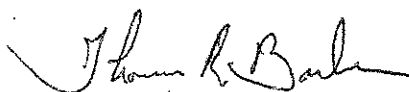
- ii. In a dispute between a unit owner and the Association, if an agreement which resolves the dispute is reached, it shall be reduced to writing by the ADR panel/mediator and signed by the unit owner and the Board's designated representative. A copy shall be given to the unit owner and to the Board. If an agreement to resolve the dispute cannot be reached at the hearing, and if there is no reasonable prospect of an agreement being reached at a second hearing, the ADR panel shall confer and make a formal written recommendation to the Board of Directors which sets forth a proposed resolution of the dispute. This recommendation to the Board shall be made within five (5) days of the hearing, and a copy shall be sent to the unit owner. The recommendation shall be considered by the Board, but shall not be binding on the Board or on the unit owner.

5. Counsel to the ADR Panel/Mediator. The Association's attorney shall serve as legal advisor to the panel/mediator. The attorney shall serve as a resource to the panel with regard to ADR-Mediation procedure, not as an advocate for one party or the other.

6. Confidentiality. The ADR-Mediation process and the writings and statements made therein, shall be held in strictest confidence. The hearings themselves are not to be open to

the public. Only those persons directly involved in a dispute are permitted to attend a hearing. The panel members are not permitted to discuss a dispute or the findings and recommendation they make with regard to any dispute to anyone other than the parties and their fellow panel members.

7. Costs. Any costs incurred by a party as a result of their participation in the ADR-Mediation process (e.g. costs of hiring legal counsel, costs of gathering and presenting evidence, etc.) shall be borne solely by the party incurring the costs. In the event that the Association is required to hire a professional mediator to mediate a dispute, that cost shall be the responsibility of the Association. However, if the mediation is in anyway related to the collection of assessments, then the cost of the Mediator may be considered a cost of collection and recoverable in any subsequent legal proceeding.




\_\_\_\_\_  
President

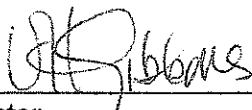


\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Treasurer



\_\_\_\_\_  
Secretary



\_\_\_\_\_  
Director

**ESSEX CONDOMINIUM ASSOCIATION  
RESOLUTION**

2013-4

**WHEREAS**, the Essex Condominium Association's board of Directors (the "Board") is given the authority and obligation in Article IV of the Association's By-laws to manage and maintain the Common Elements; and

**WHEREAS** as part of its management responsibility the Board is authorized to adopt Rules and Regulations for the use of the Condominium Property and to amend those Rules and Regulations from time to time;

**WHEREAS** Article X paragraph 10.1 of the the Condominium Master Deed restricts the type of automobile that may be parked on the common element of the condominium by prohibiting the parking of commercial vehicles;

**WHEREAS** the use of pick-up trucks and other vehicles which in the past had been considered commercial vehicles has become more common, creating some confusion regarding what is a commercial vehicle;

**WHEREAS** the Board has determined that it is in the best interest of the Association to amend it's Rules and Regulations and carry out the restriction in the Master Deed by clarifying the definition of a commercial vehicle .

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors)that the following amendment to the Rules and Regulations is hereby adopted, ratified and confirmed:

1. Rule number (3) is deleted in its entirety and replaced with the following:

Only passenger vehicles such as standard automobiles; SUVs; Mini-Vans with windows and passenger seating for at least five(5) but no more than eight(8) ; pick up trucks which are no longer then 20 feet and not used to transport tools or for other commercial use; and on the road motorcycles may be parked on Condominium property. No recreational vehicles; off-the- road vehicles, whether trailered or not; campers; house trailers; motor homes; or boats or boat trailers may be parked or stored on the Condominium property. All vehicles must be registered, inspected and must display a valid licence plate. Any vehicle not registered or not displaying a valid license plate shall be subject to towing.



2. Rule number (6) is deleted in its entirety and replaced with the following.

No commercial vehicles may be parked or stored on the condominium property, unless said vehicle is temporally park while the driver performs services in the ordinary course of business to a unit or to the Association's common element. For purpose of this paragraph a commercial vehicle is any vehicle with a commercial registration and/ or tags; commercial lettering, painting or advertisement use to identify a business of any kind; a ladder rack or other physical modifications to the vehicle to accommodate commercial use, such as a tool rack, of any kind.

ADOPTED:  
BOARD OF DIRECTORS

DATE: 05-16-2013

THE ESSEX CONDOMINIUM ASSOCIATION

By: Thomas R. Barber

Name: Thomas R. Barber

Title: President

By: Laura A. Callo

, Secretary

**RESOLUTION 2013-5**

**REGARDING THE DISPLAY OF THE AMERICAN FLAG**

**THE ESSEX PLACE CONDOMINIUM ASSOCIATION, INC.**

**WHEREAS**, the Board of Directors of the Essex Place Condominium Association is desirous of instituting a uniform policy regarding the display of the American Flag; and

**WHEREAS**, the State of New Jersey has adopted Statute N.J.S.A. 45:11A-48.1

**WHEREAS**, Federal Statute permits a unit owner to display an American Flag on property that the unit owner has a separate ownership interest or right to exclusive use or possession; and

**WHEREAS**, the common property of Essex Place includes, but is not limited to, the exterior walls and roofs of the condominium buildings and the land surrounding the condominium buildings; and

**WHEREAS**, the Board of Directors of Essex Place is desirous of promulgating a Rule/Regulation which is consistent with its power to regulate, maintain and protect the Association's common property and also consistent with the mandate of State and Federal law;

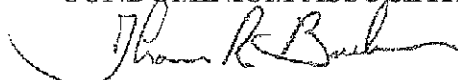
**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Essex Place Condominium Association this 21st day of November, 2013 that the following Rule/Regulation with regard to the display of the American Flag is hereby adopted.

1. A unit owner and/or resident may fly or display the American Flag upon a pole attached by bracket to the front door trim. The Flag may be no larger than 2' by 3' in dimension and may not interfere with any other unit owners enjoyment of their own unit. Any unit who elects to install a bracket must restore the trim, if and when the bracket is removed.
2. This Rule applies only to the American Flag and no other flag or banner of any kind can be displayed.
3. All unit owners who elect to display the Flag must do so in compliance with the Federal Flag Code codified at 4 U.S.C. 1 *et. Seq.*

ADOPTED:

DATE: Nov. 21, 2013

THE ESSEX PLACE  
CONDOMINIUM ASSOCIATION



, President

## RESOLUTION 2014-1

### ADOPTING AN EMERGENCY ASSESSMENT THE ESSEX PLACE CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the Board is given the authority in Article VI of the Condominium's Master Deed to levy Common Expense assessments in an amount sufficient to meet its obligation regarding the care, maintenance, repair and improvement of the Common Elements; and

WHEREAS, unanticipated expenses caused by an unusual and unanticipated number of snow events and snowfall has caused a shortfall in the operating accounts; and

WHEREAS, the Board has determined that it is in its best interest to utilize its authority contained in Article VI section 6.9 to impose an Emergency Assessment of \$282 upon all unit owners; and

NOW, THEREFORE, be it now resolved that the Board of Trustees of the Essex Place Condominium Association does hereby approve the emergency assessment of each unit owner in an amount equal two hundred and eighty-one (\$282.00). The emergency assessment shall be payable from each unit owner in equal payments of \$141.00 due on May 1, 2014, and again on June 1, 2014.

ADOPTED:

DATE: 03-20-2014

THE ESSEX PLACE  
CONDOMINIUM ASSOCIATION

By: 

TOM BARBER

President

By: 

LAURA CALLO

Secretary

S

**RESOLUTION - 2014-2**  
**ESSEX PLACE CONDOMINIUM ASSOCIATION**

**WHEREAS**, the Essex Place Condominium was created by the filing of a Master Deed in the Office of the Clerk of Burlington County; and

**WHEREAS**, the Board of Directors of the Essex Place Condominium Association (hereinafter the "Board") is given the authority and responsibility in Article IX of the Association's Master Deed to administer and operate the common element of the Association; and

**WHEREAS**, the Board is authorized in Article V of the Association's By-Laws to adopt and enforce compliance with Rules and Regulations relative to the use and occupancy of the common element; and

**WHEREAS**, pursuant to the Master Deed, a unit owner has the right to lease their unit, provided that the Lease is made subject to the covenants and restrictions contained in the Master Deed, By-Laws and the other governing documents referred to in the Master Deed; and

**WHEREAS**, the Association presently charges a fee to purchasers of units to compensate the Association for its added expense by the move in of a resident; and

**WHEREAS**, the process of tenants moving in and leaving the community also caused and continues to cause the Association added expenses in maintaining and administering the common element.

**NOW, THEREFORE, BE IT RESOLVED** this 20<sup>th</sup> day of November, 2014 that the following policy regarding the leasing of units is hereby adopted as part of the Association's Rules and Regulations and shall take effect immediately:

Unit Owners' right to lease their Units is subject to the following procedure.



2015-1

## RESOLUTION OF THE BOARD OF TRUSTEES OF THE ESSEX PLACE CONDOMINIUM ASSOCIATION, INC. REGARDING AMENDMENTS TO THE BY-LAWS OF THE ASSOCIATION

**WHEREAS**, Article V Section 1(A) of the Association By-Laws empowers the Board of Trustees to do all things necessary for the sound management and operation of the Association; and

**WHEREAS**, the Board of Trustees has determined that it is advisable to adopt an amendment to the By-Laws which establishes that the Association is immune from tort claims for bodily injury from its unit owners; and

**WHEREAS**, the Board of Trustees (hereinafter the "Board") is given the authority in Article V, Section 1(a) of the By-Laws of the Association to operate and manage the affairs of the Association, and to exercise all powers, duties and authority necessary for the proper conduct and administration of the affairs of the Association; and

**WHEREAS**, although Article X of the By-Laws requires that any proposed amendment to the By-Laws be approved by fifty-one percent (51%) of the unit owners entitled to vote, N.J.S.A. 2A:61A-4 requires that an amendment to adopt tort immunity be adopted by sixty-seven percent (67%) of the unit owners.

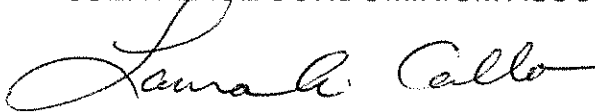
**NOW THEREFORE, BE IT RESOLVED** by the Board the following amendments to the By-Laws of the Essex Place Condominium Association be approved by the Board of Trustees and presented to the unit owners for a vote.

### BY-LAWS

1. Article VII is hereby amended to add a new section identified as 7.5 Immunity which shall read as follows:

Tort Immunity. Except where there is willful, wanton or grossly negligent act or omission by the Association, the Association shall not be liable in any civil action brought by or on behalf of a unit owner, or by or on behalf of the spouse of that person, to respond in damages as a result of bodily injury, including death resulting from bodily injury, to the unit owner or to the spouse of that person, occurring anywhere on Association common element including but not limited to roadways, walkways, and recreational facilities.

ESSEX PLACE CONDOMINIUM ASSOCIATION



, Secretary

Votes in favor

5

Votes in opposition

## **RESOLUTION ESSEX PLACE CONDOMINIUM ASSOCIATION**

**WHEREAS**, the Essex Place Condominium was created by the filing of a Master Deed in the Office of the Clerk of Burlington County; and

**WHEREAS**, the Board of Directors of the Essex Place Condominium Association (hereinafter the "Board") is given the authority and responsibility in Article IX of the Association's Master Deed to administer and operate the common element of the Association; and

**WHEREAS**, the Board is authorized in Article V of the Association's By-Laws to adopt and enforce compliance with Rules and Regulations relative to the use and occupancy of the common element; and

**WHEREAS**, pursuant to the Master Deed, a unit owner has the right to lease their unit, provided that the Lease is made subject to the covenants and restrictions contained in the Master Deed, By-Laws and the other governing documents referred to in the Master Deed; and

**WHEREAS**, the process of new tenants moving in and tenants leaving the community continues to cause the Association added expenses in maintaining and administering the common element; and

**WHEREAS**, the Association presently charges a fee to purchasers of units to compensate the Association for its added expense by the move in of a resident; and

**WHEREAS**, the Board has determined that the present fee does not adequately compensate the Association for the cost and expense incurred when a new tenant moves into the community.

**NOW, THEREFORE, BE IT RESOLVED** this 20<sup>th</sup> day of September, 2018 that the following amendment regarding the fee charged by the Association when a unit is leased to a new

tenant is hereby adopted as part of the Association's Rules and Regulations and shall take effect immediately:

Any Unit Owner wishing to rent his/her Unit shall pay to the Association a one time fee due each time a new tenancy is created. The fee shall be \$150.00 and shall constitute reimbursement for the added expense incurred by the Association caused by the change of resident in the Unit.

ADOPTED:

BOARD OF DIRECTORS

ESSEX PLACE CONDOMINIUM ASSOCIATION

DATE: 9/20/18

By: Ron Brown  
Ron Brown, President

Sharon Kaufman  
Secretary  
VICE PRESIDENT



**RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
ESSEX PLACE CONDOMINIUM ASSOCIATION, INC.  
INCREASING THE FINE FOR FAILURE TO PICK UP  
DOG WASTE**

**WHEREAS**, Article V Section 1(A) of the Association By-Laws empowers the Board of Trustees (hereinafter the “Board”) to do all things necessary for the sound management and operation of the Association; and

**WHEREAS**, the Board is given the authority in Article V, Section 1(a) of the By-Laws of the Association to operate and manage the affairs of the Association, and to exercise all powers, duties and authority necessary for the proper conduct and administration of the affairs of the Association; and

**WHEREAS**, the Board is authorize and required by law to adopt, amend and enforce rules and regulations regarding the use and enjoyment of the common element; and

**WHEREAS**, the Board has determined that residents with dogs as pets are failing to clean up after their animal and that this failure is creating a potential health hazzard and an unpleasant environment; and

**WHEREAS**, the Board has determined that it is advisable to increase the punishment for failing to abide by the rules regarding picking up after your animal.

**NOW THEREFORE, BE IT RESOLVED** by the Board that the following amendment to the Rules and Regulations of the Association is hereby adopted.

1. The fine to be assessed against a unit owner if an occupant of the owner's unit, whether that be a family member or a tenant, fails to pick up and dispose of dog feces shall and hereby is increased to the following amounts:
  - A. First second --- \$ 75.00
  - B Second violation --- \$150.00
  - C. Third Violation --- \$200.00
  - D. Fourth Violation --- \$500.00

ESSEX PLACE CONDOMINIUM ASSOCIATION

\_\_\_\_\_, Secretary

Votes in favor \_\_\_\_\_

Votes in opposition \_\_\_\_\_