LONGVIEW AT MONTVILLE ASSOCIATION, INC.
(the "Association")

Resolution Governing Modifications or Structural Changes

PREAMBLE

A. The Master Deed for Longview at Montville, a Condominium, as it may have been amended (collectively the "Master Deed") was originally recorded in the office of the Morris County Clerk on June 2, 1989, in Deed Book 3137, Page 29, et seq. The Bylaws were recorded as Exhibit "E" to the Master Deed (collectively the "Bylaws"). The Master Deed and Bylaws being collectively referred to herein as the "Governing Documents."

B. Article VI, Section 2 provides that the Board of Trustees ("Board") has "the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things except as by law or by the Master Deed or these By-Laws, may not be delegated to the Board of Trustees by Unit Owners. The Association shall discharge its powers in a manner that protects and furthers the health, safety and general welfare of the condominium residents."

C. Article VI, Section 2(e) of the Bylaws empowers the Board of Trustees to adopt rules and regulations covering the details of the operation and use of the Common Elements.

D. Pursuant to the New Jersey Condominium Act, *N.J.S.A.* 46:8B-1 et seq. (the "Condominium Act"), at *N.J.S.A.* 46:8B-18:

> [t]here shall be no material alteration of or substantial addition to the common elements except as authorized by the master deed. No unit owner shall contract for or perform any maintenance, repair, replacement, removal, alteration or modification of the common elements or any additions thereto, except through the association and its officers. No unit owner shall take or cause to be taken any action within his unit which would jeopardize the soundness or safety of any part of the condominium property or impair any easement or right appurtenant thereto or affect the common elements without the unanimous consent of all unit owners who might be affected thereby.

E. Consistent with the Condominium Act, Section 10(b) of the Master Deed provides that "[t]here shall be no obstruction of the Common Elements nor shall anything be temporarily or permanently placed upon, stored in or affixed to the Common Elements without the prior written consent of the Board or unless expressly permitted by the Rules and Regulations."

F. Furthermore, Section 22(a) of the Master Deed, entitled "Structural Changes" provides that there shall be:

> "[n]o addition, change, modification, or alteration of the Unit's exterior...nor shall any Unit Owner make any structural modifications or alterations of any nature to the exterior of the Unit or anything within the Unit's Limited Common Elements...until the plans and specifications, showing the nature, kind, shape, height, materials and location in relation of the same shall have been submitted to and approved, in writing...by the Board of Trustees...The Board or its designated committee may request of the Unit Owner any additional information necessary to make its decision and impose any requirements to insure the safety, well-being and protection other Unit Owners and the Association as well as impose any fees to cover its costs of hiring professional[s] to review the plans. Unless the Board or its designated committee grants an approval no work of any kind shall be done."

G. Section 22(b) of the Master Deed states that "[p]rior to any interior work being done, other than minor repairs, improvements or decorating to the interior of a unit, the plans and specifications hall first be delivered to the Association."

H. Section 22(c) of the Master Deed provides that "[n]o act shall be done, under any circumstances, which does, or may tend to impair the structural and/or architectural integrity of any multi-unit building, or adversely affect any of the Common Elements.

I. Several Unit Owners have made inquiry to the Board concerning the ability to make changes, modifications or alterations to a Unit or a Unit's exterior.

J. The Board has determined that it is in the best interest of the members and the Association to adopt rules and regulations setting forth guidelines and establishing a procedure for the review of a written request from a Unit Owner for an addition, change, modification, alteration, repair or replacement to a Unit, a Unit's Exterior or to the Limited or Common Elements.

K. Except as expressly provided herein, the rules and regulations previously adopted by the Association and the restrictions, covenants, rules and regulations contained in the Governing Documents, as they may have previously been amended, shall not be otherwise be amended and shall remain in full force and effect

L. This Resolution was duly introduced and thereafter adopted pursuant to the terms and conditions of the Bylaws.

NOW, THEREFORE, BE IT RESOLVED on this 10th day of MARCH, 2014 as follows:

1. **Capitalized Terms**. Unless specifically defined otherwise, all capitalized terms used in this Resolution have the same meaning as set forth in the Governing Documents.

2. **Review Required**. No addition, change, modification, alteration, repair or replacement (such activities being referred to in the Resolution as "Work") to a Unit, a Unit's Exterior or to the Limited or Common Elements shall take place within Longview except in compliance with this Resolution and the Governing Documents and unless the Board has given its prior written approval for such Work, which approval may be granted or withheld in the Board's sole discretion. In reviewing and acting upon any request for approval the Board shall adopt and follow the procedures set forth in this Resolution.

3. **Architectural Review Committee**. The Board may, from time to time, but shall not be obligated to, delegate all or a portion of its responsibilities under this Resolution to an architectural review committee, as provided in Section 22 of the Master Deed, subject to (i) the right of the Board to revoke such delegation and (ii) the right of the Board to reject any decision or recommendation of the committee which the Board determines, in its sole discretion, to be inappropriate or inadvisable for any reason.

4. **Submission of Application**. Prior to commencing any Work for which review and approval is required under this Resolution or Governing Documents, an application for approval for Work shall be submitted on such forms as the Association may provide, or if no standardized form is available shall contain the following information or be subject to the following requirements:

i. A plan prepared by an appropriately licensed professional (e.g. an engineer or architect) showing the specifications for the Work including, but not necessarily limited to, the location, design, measurements, site layout, heights, materials, exterior elevations and, where applicable, colors, landscaping, drainage, lighting and any other features showing the nature of the proposed Work ("Plans"). The Board, or reviewing committee, may require the submission of such additional information as it deems necessary to consider the application;

ii. The Board, or reviewing committee, may consider (but shall not be restricted to consideration of) structural and / or architectural integrity, visual and environmental impact, ecological compatibility, finish grade elevation, harmony of external design with surrounding structures and environment, location, architectural merit, obtrusiveness, overall impact on the limited or common elements and / or the affect on the condominium property, common elements, limited common elements, the collective interests of the unit owners or the interests of any individual unit owner. Decisions may be based on purely aesthetic considerations;

iii. The Board or its designated committee may impose any requirements to insure the safety, well-being and protection of other Unit Owners and the Association, as well as impose any fees to cover its costs of hiring professionals to review the

plans and / or provide construction oversight services;

iv. The name and background of the contractor who will perform the Work must be provided. Such contractor must, in the Board's sole discretion, be acceptable to it. All approved Work must be performed by licensed professionals, where applicable, and within the community's standard insurance and bonding requirements.

5. **Review of Application**. The Board or reviewing committee, after receipt of each submission of Plans, shall advise the party submitting same, in writing, at an address provided by such party at the time of submission, of (i) the approval of Plans, or (ii) the disapproval of such Plans, specifying the segments or features of the Plans which are objectionable and suggestions, if any, for the curing of such objections. In the event the Board or reviewing committee fails to advise the submitting party by written notice within sixty (60) days after the Plans have been submitted to it, then the request shall be deemed to have been denied. Where the Plans propose only interior work to a Unit owned by the party submitting same, the Board or reviewing committee shall advise the submitting party by written notice within thirty (30) days after the Plans have been submitted to it, or same shall be deemed approved. No approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with this Resolution or the Governing Documents. Notice shall be deemed to have been given at the time the envelope containing such notice, properly addressed, and postage prepaid, is deposited with the U.S. Postal Service, registered or certified mail, return receipt requested. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery.

6. **Approval**. If the application for Work is approved, the Board shall issue a written approval containing such conditions as the Board may, in its sole discretion determine, provided such conditions shall include the following:

i. The Unit Owner shall obtain all necessary building or other permits required by any governmental entity having jurisdiction over the Work prior to commencement thereof and shall provide the Association with a copy of any permits obtained;

ii. The Work shall be undertaken by a contractor approved by the Association and said Contractor shall be identified in the Unit Owner's application. Where any work requires a licensed professional (e.g. licensed plumber, licensed electrician or other professional licensed by the State), the work shall be undertaken only by a person having such license and proof of such licensure shall be provided to the Association;

iii. The contractor shall obtain and maintain, at its sole cost and expense, insurance of the kinds and limits required in the sole discretion of the Board, covering all locations of the contractor's operations in connection with the services to be rendered. The Contractor shall provide certificates of insurance to the

Association evidencing the required insurance requirements. Said certificates shall name the Association and property management as additional insured parties. All certificates must be submitted to and approved by the Association prior to the commencement of the Work. The insurance companies shall be licensed to conduct business in the State of New Jersey and shall have a current A.M. Bests Key Ratings of A- or better;

iv. If construction does not commence on any Work for which approval has been granted within 12 months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Unit Owner to re-submit the Plans for reconsideration in accordance with such rules and regulations as are then in effect prior to commencing such Work;

v. All Work shall be completed within 60 days of commencement or such other period as may be specified in the notice of approval, unless completion is delayed due to causes beyond the reasonable control of the Unit Owner, as determined in the sole discretion of the Board or reviewing committee;

7. **Costs**. If the Board determines that it is necessary to retain the advice of any professional (e.g. an engineer) in connection with the Work, the Board shall advise the Unit Owner of same and the Unit Owner shall, if the Unit Owner wishes to proceed with the application, be required to post a deposit in the estimated amount of such professional's fees. The amount posted shall not be the limit of the Owner's responsibility for the costs of any such professionals.

8. **No Waiver of Future Approvals**. It may not always be possible to identify objectionable features of proposed Work until the Work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the Board or reviewing committee may refuse to approve similar proposals in the future. Approval of proposals, plans and specifications, or drawings for any Work done or proposed, or in connection with any matter requiring approval, shall not be deemed a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings or other matters whatever subsequently or additionally submitted for approval.

9. **Limitation of Liability**. The standards and procedures established by this Resolution shall not create any duty to any person. The Association shall not bear any responsibility for ensuring structural integrity or soundness, or compliance with building codes and other governmental requirements, or ensuring that modifications are located so as to avoid impairing views from or other negative impact on neighboring Units. Neither the Association, the Board or reviewing committee, nor any member of any of the foregoing shall be held liable for soil conditions, drainage problems or other general site work, nor for defects in any plans or specifications submitted, nor for any structural or other defects in work done according to approved plans, nor for any injury, damages, or loss arising out of the manner, design or quality of the approved Plans or Work.

10. **Enforcement**. Any Work performed in violation of this Resolution or the

nonconforming. Upon written request from the Association, the Board, or reviewing committee, Unit Owners shall, at their own cost and expense, remove any non-conforming structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming Work. Should a Unit Owner fail to remove and restore as required, the Association shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass. Upon demand, the Unit Owner shall reimburse all costs incurred by the Association in exercising its rights under this Section. The Association may assess to a Unit Owner any costs incurred in taking enforcement action under this Section, together with interest at the maximum rate then allowed by law, against the benefited Unit as a Special Assessment. Neither the Association, nor its officers, directors nor agents shall be held liable to any person for exercising the rights granted by this Section. In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Resolution and the decisions of the reviewing entities under this Resolution.

11. **Fines**. In addition to any other remedies, upon notice and an opportunity to be heard, the Association may levy fines against any Unit Owner who violates or whose resident, tenant or guest violates, this Resolution. Fines for the a violation of this Resolution shall not exceed the maximum allowable by the Governing Documents or at law, but each day the violation continues, after receipt of written notice to the Unit Owner, shall be considered a separate offense and incur an additional fine per day. Collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of common expenses.

12. **Enforcement Costs**. Any costs incurred by the Association in connection with the enforcement of this Resolution, including reasonable legal fees, shall be the responsibility of the Unit Owner. All costs are collectible against the offending Unit Owner in the same manner as a common expense assessment. If and to the extent applicable and permitted, enforcement may include the issuance of a "cease and desist" order regarding the violation.

13. **Modifications**. The Board reserves the right to change or modify any and/or all parts of the above policy at any time by resolution of the Board.

This Resolution shall be effective as of the 10th day of March, 2014.

NOTICE AND RECORDING. The Association's managing agent is authorized and directed to prepare correspondence, in appropriate form and substance, and thereafter circulate same, along with a copy of this Resolution, to all Unit Owners. The Association also authorizes and directs its legal counsel to arrange for recordation of a copy of this Resolution with the County Register's Office in order to provide notice of this Resolution to each purchaser of a Unit.

ATTEST:

Ted Hochman, **Secretary**

LONGVIEW AT MONTVILLE ASSOCIATION, INC.

By: Robert Signorile, **President**

MORRIS COUNTY, NEW JERSEY
ANN F. GROSSI, COUNTY CLERK
AMND-DR BOOK 22512 PG 756
RECORDED 04/02/2014 14:47:47
FILE NUMBER 2014015430
RCPT #: 951218; RECD BY: SKeefe
RECORDING FEES $100.00

STATE OF NEW JERSEY :
: SS.
COUNTY OF MORRIS :

I CERTIFY that on March 10, 2014, Ted Hochman personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Ted Hochman Secretary of the LONGVIEW AT MONTVILLE ASSOCIATION, INC., a nonprofit 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 Rob Signorile, 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; and

(e) this person signed this acknowledgment to attest to the truth of these facts.

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

Ted Hochman, Secretary

Signed and sworn to before me
on March 10, 2014

Teresa A. Rolston
#2278535
Notary Public of New Jersey

TERESA A. ROLSTON
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2278535
My Commission Expires 9/21/2016

Record and Return To:
Martin C. Cabalar, Esq.
Becker & Poliakoff, LLP
67 Park Place East, Suite 660
Morristown, NJ 07960

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