

Prepared by: _____

MARY K. ORSINI

**ARBOR GREEN CONDOMINIUM ASSOCIATION, INC.
RESOLUTION REGARDING ALTERNATIVE DISPUTE RESOLUTION**

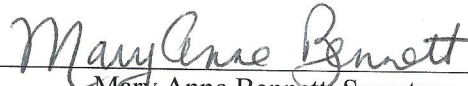
WHEREAS, Arbor Green Condominium Association, Inc. (the "Association") was established and exists as a non-profit corporation and by virtue of a certain Master Deed, recorded on March 9, 1973, in the Office of the Clerk of Burlington County in Deed Book 1835, Page 159, et seq., as may be amended (the "Master Deed"); and

WHEREAS, at the Association's 8 February, 2016 Board meeting, a quorum of the Association's Board of Trustees (the "Board") was present and the Board passed the Resolution Regarding Alternative Dispute Resolution which is attached as **Exhibit A**; and

WHEREAS, the Board has determined that it is in the Association's best interests to have this Resolution recorded in the Burlington County Clerk's Office; and

NOW THEREFORE, the Association hereby submits the Resolution Regarding Alternative Dispute Resolution for recordation in the Office of the Clerk of Burlington County.

**ARBOR GREEN CONDOMINIUM
ASSOCIATION, INC.**



Mary Anne Bennett, Secretary

EXHIBIT A
(Resolution Regarding Alternative Dispute Resolution)

**ARBOR GREEN CONDOMINIUM ASSOCIATION, INC.
RESOLUTION REGARDING ALTERNATIVE DISPUTE RESOLUTION**

WHEREAS, Section 11(B) of the Master Deed provides that “[t]he Grantor and every Unit Owner by the acceptance of the Unit Deed, and their heirs, successors and assigns, covenant that they will faithfully observe all of the terms, covenants and conditions wherever imposed in the Condominium Documents[;]” and

WHEREAS, Section 7(A) of the Master Deed provides in part that “the Association is hereby vested with the rights, powers, privileges and duties necessary or incidental to the proper administration of the Condominium as set forth in the Condominium Documents and the Condominium Act[;]” and

WHEREAS, Section 7(A)(viii) of the Master Deed provides in part that “[t]he Association shall . . . be empowered and is hereby empowered and shall be obliged . . . to adopt rules and regulations as may be necessary for the management, control and orderly use of the Common Elements, and in general it shall manage the Condominium Property as provided herein and in the By-Laws[;]” and

WHEREAS, Article IV, Section 1 of the By-Laws provides in part that “[t]he Condominium shall be administered and managed, and the affairs of the Association shall be governed by a Board of Trustees consisting of five persons[;]” and

WHEREAS, Article IV, Section 10 of the By-Laws provides in part that “[t]he Board of Trustees shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the administration and management of the Condominium and Condominium Property[;]” and

WHEREAS, Article IV, Section 10(L) of the By-Laws provides in part that “the Board of Trustees shall have powers and duties set forth in the Condominium Documents, including, but not limited to . . . make and enforce compliance with such reasonable Rules and Regulations relative to the operation, use and occupancy of the Units, the Common Elements and other Condominium Property[;]” and

WHEREAS, N.J.S.A 45:22A-44(c) and N.J.S.A 46:8B-14 require that the Association provide a fair and efficient procedure for the resolution of housing related disputes between Unit Owners and the Association, and between the Unit Owners, as an alternative to litigation (collectively, “ADR Procedure”); and

WHEREAS, in accordance with the mandates of New Jersey law, the Board deems it necessary to adopt a uniform procedure for the resolution of disputes between Unit Owners and the Association, and between Unit Owners, through a process of negotiation and mediation prior to the institution of litigation.

NOW, THEREFORE, BE IT RESOLVED by the Board that the following ADR Procedure be and is hereby is adopted, ratified and confirmed:

I. INITIAL EFFORTS TO RESOLVE DISPUTES

1. Any Unit Owner, Officer, Director or agent of the Association has the authority to request that a Unit Owner cease or correct any act or omission which appears to be in violation of the Governing Documents. Such informal requests should be made before the formal ADR Procedure is initiated.

2. With respect to the use of any facility where a violation of the rules for the use of such facility might endanger life, limb, property or equity of the Association, any duly authorized agent of the Association may, without further notice, suspend for a period of not greater than seventy-two (72) hours the right of any Unit Owner to use such facility, if an oral request to cease or correct the violation has not caused such violation to cease. Thereafter, the Board shall have the right to continue any such suspension until such time as the Dispute is finally resolved.

3. The Association, on its own initiative or upon the receipt of a formal written complaint from a Unit Owner, may make initial attempts to secure compliance with the Governing Documents through correspondence to the Unit Owner which states the time, date, place, and nature of the violation and which sets forth the time period in which the violation must be corrected ("Initial Notice"). Such Initial Notice shall indicate that the Unit Owner may elect, within ten (10) days after receipt of the Initial Notice, to proceed to mediation prior to the initiation of enforcement or litigation proceedings. In the event the Unit Owner disputes the allegations contained in the Initial Notice, the Unit Owner shall make such an election by sending written notice to the Association of the Unit Owner's request to mediate ("Notice for Mediation") via certified mail, return receipt requested.

4. If the Unit Owner, within the ten (10) day period, (i) does not deny in writing the allegations set forth in the initial Notice or (ii) fails to make the election to proceed to mediation, all allegations contained in the Initial Notice shall be deemed admitted and the Board shall have the right to impose any sanctions provided for by the laws and regulations of the State of New Jersey, and as provided by the Governing Documents, without any further hearings or proceedings. The Initial Notice shall also advise the Unit Owner as to the consequences of failure to respond. If there is a written denial of such allegations and no election to proceed to mediation, each party may enforce its rights pursuant to the laws and regulations of the State of New Jersey, and as provided by the Governing Documents. Either prior to the Unit Owner electing to proceed to mediation or after mediation has been elected but before it has commenced, the parties shall attempt in good faith to resolve any controversy, claim or dispute arising out of or relating to the Governing Documents or the breach, enforceability or validity thereof promptly by negotiation between such parties. A Dispute shall not include issues relating to (i) the payment or nonpayment of regular and/or special common expense assessments levied against a Unit in accordance with the Governing Documents, (ii) election issues, or (iii) alleged noncompliance by the Board with the Governing Documents or applicable law. Should the parties fail to resolve the Dispute through negotiation within thirty (30) days after the receipt of the Initial Notice and the timely receipt of the Unit Owners Notice for Mediation, then and in such event, the parties may proceed to mediation as provided hereafter.

II. MEDIATION

1. The formal mediation process may be initiated upon the written request of all parties to the Dispute, or unilaterally by an individual Unit Owner if the Association is a party to the Dispute (the "Request for Mediation"). Any Request for Mediation must be in writing to the Association, sent via certified mail, return receipt requested. The Request for Mediation shall contain a brief statement generally setting forth the source and nature of the Dispute.

2. Promptly upon receipt, the Association shall forward the Request for Mediation to the Association's ADR committee. The ADR committee members shall be impartial persons that have no personal interest in the dispute. The ADR committee shall consist of three, but no more than five, members in good standing. Members of the ADR committee shall be volunteers appointed by the Board of Trustees.

3. Each party to the mediation may prepare and submit to the ADR Committee, no later than 48 hours prior to the time scheduled for the mediation session, a written statement setting forth in ordinary and concise language the acts or omissions from which the Dispute arose (the "Position Statement"). The Position Statement should specify the specific provisions of the Governing Documents, which have been violated and/or the party's defense to the alleged violations. The Position Statement shall not (i) exceed three (3) type-written pages, (ii) be construed as a pleading nor (iii) limit the evidence the parties may later use at a civil trial, if mediation does not result in settlement. No responsive or supplemental statements shall be permitted.

4. Both parties and their respective attorneys, if any, shall meet with the ADR Committee for one mediation session of not more than four (4) hours. If the Dispute cannot be settled at such mediation session, or at any mutually agreed upon continuation thereof, the ADR Committee may terminate the mediation at its sole discretion or any party may give written notice to the others and the mediator declaring the mediation process at an end.

5. The ADR Committee shall manage the mediation proceedings so as to make the mediation expeditious, economical and less burdensome than arbitration or litigation. The ADR Committee shall be responsible for controlling the procedural aspects of the mediation proceedings. The ADR Committee shall not have the authority to impose a settlement on the parties, but may make recommendations for settlement and assist the parties in trying to reach a satisfactory resolution of the Dispute.

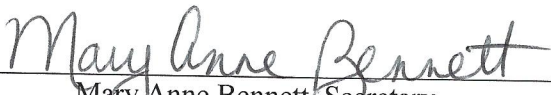
6. If the parties agree to settle the Dispute as part of the mediation proceeding, such settlement shall be memorialized in a written agreement, signed at the conclusion of the mediation by each of the parties to the mediation (the "Settlement Agreement"). If the parties are unable to reach a settlement of the issues at the ADR hearing, the ADR Committee shall prepare and render a non-binding written opinion to all parties.

7. Mediation proceedings shall be conducted in private. Only the parties, their representatives and the ADR Committee shall attend the proceedings. Other persons may attend only upon the express consent of the parties and the ADR Committee. All proceedings of, or writings generated in connection with, the mediation conference, including the Position Statement, Settlement Agreement, ADR Committee settlement recommendations, and any statement made by any party, attorney or other participant, shall in all respects be considered as part of the settlement efforts and are therefore privileged and non-admissible in a court of law, 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 current or future litigation, except that any party shall have the right to enforce the Settlement Agreement in accordance with its terms.

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

I CERTIFY that on 8 February, 2016 Mary Anne Bennett personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Secretary of Arbor Green Condominium Association, Inc. a not for profit corporation of the State of New Jersey, named in this document;
- (b) this document was signed and delivered by the corporation as its voluntary act and deed by virtue of authority from its Board of Trustees;
- (c) this person signed this acknowledgment to attest to the truth of these facts; and
- (d) 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.



Mary Anne Bennett, Secretary

[NOTARIZE]
Signed and sworn to before me this on
_____, 2016.

Notary Public

RECORD AND RETURN TO:
Mary K. Orsini
Cutolo Mandel LLC
151 Highway 33 East, Suite 204
Manalapan, New Jersey 07726

**ARBOR GREEN CONDOMINIUM ASSOCIATION, INC.
RESOLUTION REGARDING ALTERNATIVE DISPUTE RESOLUTION**

Duly adopted at a meeting of the Board of Trustees of Arbor Green Condominium Association, Inc. held this 8 day of February, 2016.

Officer/Director PRINT NAME	Vote: <u>YES</u> <u>NO</u> <u>ABSTAIN</u> <u>ABSENT</u>	SIGNATURE
<u>Pamela Gleason</u> <u>Yes</u>	— — —	<u>Pamela Gleason</u>
<u>Brian Leeds</u>	— — <u>X</u>	
<u>Jeanne Ritts</u> <u>Yes</u>	— — —	<u>Jeanne Ritts</u>
<u>Jacqueline Cobb</u> <u>Yes</u>	— — —	<u>Jacqueline Cobb</u>
<u>Mary Anne Bennett</u> <u>Yes</u>	— — —	<u>Mary Anne Bennett</u>
_____	— — —	_____
_____	— — —	_____

Attest:

Mary Anne Bennett, Secretary
Pamela Gleason, President

Dated: 2/11, 2016

Dated: 2/8, 2016

File:

Book of Minutes -
Book of Resolutions:

	Book No.	Page No.
Policy	_____	_____
Administrative	_____	_____
Special	_____	_____
General	_____	_____

Resolution Effective: _____, 2016