

WHITTINGHAM HOMEOWNERS ASSOCIATION, INC.

POLICY RESOLUTION NO. __

RELATING TO PARKING REGULATIONS AND TOWING OF VEHICLES

WHEREAS, Whittingham Homeowners Association, Inc. ("WHOA"), was formed and exists, in part by the recording of a Declaration of Covenants, Conditions, and Restrictions, with By-Laws, in the Middlesex County Clerk's Office on January 30, 1987 in Deed Book 3592, Page 621, et seq.; and

WHEREAS, Whittingham Condominium Association, Section One, Inc. ("Condo One"), was formed and exists, in part, by the recording of a Master Deed, with By-Laws, on February 3, 1987 in the Middlesex County Clerk's Office in Deed Book 3593, Page 313, et seq. ("Condo One Master Deed"); and

WHEREAS, Whittingham Condominium Association, Section Two, Inc. ("Condo Two"), was formed and exists, in part by the recording of a Master Deed, with By-Laws, on June 6, 1988 in the Middlesex County Clerk's Office in Deed Book 3704, Page 466, et seq. ("Condo Two Master Deed"); and

WHEREAS, the Planned Real Estate Development Full Disclosure Act, at NJSA 45:22A-44(b) and the New Jersey Condominium Act, at NJSA 46:8B-14(j) provide that an association shall exercise its powers and discharge its functions in a manner that protects and furthers or is not inconsistent with the health, safety and general welfare of the residents of the community; and

WHEREAS, WHOA Declaration Article I, Section 1(e) defines Common Property to include, without limitation, all recreational facilities and other improvements owned by WHOA; and

WHEREAS, WHOA Declaration Article III, Section 3(a) provides every Home Owner shall have a perpetual and nonexclusive easement in, over and through the Common Property subject to the right of WHOA to promulgate rules and regulations for the use and the enjoyment of the Common Property or to suspend the enjoyment of the Common Property for any period during which any assessment interest or penalty charge remains unpaid or for any period during which any infraction of its published rules and regulations continues; and

WHEREAS, WHOA Declaration Article III, Section 4(j) provides that no obnoxious or offensive activities shall be carried on, in or upon the Property or in any Home nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other residents or which interferes with the peaceful possession and proper use of the Property by its residents; and

WHEREAS, WHOA Declaration Article III, Section 4(m) provides that no commercial vehicles may park overnight and no boats, trailers, campers, mobile homes, or trucks may be parked on any part of the Property except (i) in areas specifically designated for such purpose by WHOA; and (ii) for those vehicles temporarily on the Property for purposes of servicing the Property itself or one of the Homes; and

WHEREAS, WHOA Declaration Article III, Section 4(o) provides that the Board shall have the power to make such rules and regulations as may be necessary to carry out the intent of these restrictions and shall have the right to bring lawsuits to enforce the rules and regulations promulgated by it. The Board shall further have the right to levy fines for violations of such regulations, provided that the fine for a single violation may not exceed \$10. For each day a violation continues after notice it shall be considered a separate violation. Any fine so levied is to be considered as an assessment to be levied against the Owner involved and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of other assessments. Fines may be levied against an Owner's tenant, and the Owner shall be jointly and severally liable for this tenant for the payment of same. In the event the Board institutes legal action for collection of any fines, the defendant(s) shall be responsible for payment of reasonable attorneys' fees of WHOA, plus interest and costs of suit; and

WHEREAS, WHOA By-Laws Article II, Section 4 provides that the Board may suspend the membership rights and privileges of any Owner for violation of any rules and regulations for a period not to exceed 30 days for any single violation, but if the violation is of a continuing nature, such rights and privileges may be suspended indefinitely until such time as the violation is abated; and

WHEREAS, WHOA By-Laws Article V, Section 1(f) provides that the Board shall have the power to adopt, amend and publish rules and regulations covering the details of the operation and use of the Property; and

WHEREAS, WHOA By-Laws Article V, Section 1(i) provides that the Board shall have the power to enforce obligations of Members and do anything and everything necessary and proper for the sound management of the Property including the right to bring enforcement lawsuits. The Board shall also have the power to levy fines against any Member involved as if the fine were a Common Expense owed by the Member for violations of any provision of the Declaration, By-Laws and rules and regulations and such fines shall constitute a lien upon the Member's home; and

WHEREAS, the By-Laws of Condo One and Condo Two delegate duties of management and administration to WHOA; and

WHEREAS, Condo One and Condo Two Master Deed Paragraph 1(e) defines "Common Elements" to mean both the "General Common Elements" and the "Limited Common Elements"; and

WHEREAS, Condo One and Condo Two Master Deed Paragraph 5(a) describes the General Common Elements to include, without limitation, streets, driveways, sidewalks, storage rooms, maintenance sheds, lawn areas and attic spaces; and

WHEREAS, Condo One and Condo Two Master Deed Paragraph 9(f) and By-Laws Article II, Sections 4 and 5 provide that every person entitled to membership in their respective Condo shall be privileged to use and enjoy the General Common Elements, subject to the right of the board to (i) promulgate rules and regulations governing such use and enjoyment and (ii) suspend the enjoyment of any Unit Owner for any period during which any infraction of published rules and regulations continues; and

WHEREAS, Condo One and Condo Two Master Deed Paragraph 10 provides that the responsibility for the administration of the Common Elements shall be by and exclusively irrevocably delegated to WHOA and shall be in accordance with the governing documents of such associations including, without limitation, the rules and regulations; and

WHEREAS, Condo One and Condo Two Master Deed Paragraph 15 provides that each Unit Owner or occupant of a Unit shall comply with and shall assume ownership or occupancy subject to laws, rules and regulations of governmental authorities having jurisdiction over the Condominium, the provisions of the Master Deed, Certificate of Incorporation and By-Laws of the Condominium, and the Declaration, Certificate of Incorporation, and By-Laws of WHOA and Rules and regulations. Failure to comply shall be grounds for commencement of legal action; and

WHEREAS, Condo One and Condo Two By-Laws Article V, Section 1(b) provides that the board shall have the power to adopt, amend, and publish rules and regulations covering the details of the operation and use of the Common Elements; and

WHEREAS, Condo One and Condo Two By-Laws Article VI, Section 10 provides that the board shall have the right in connection with the collection of any Common Expense Assessment, or other charge, to impose a late charge of any reasonable amount and/or interest at the legal maximum rate for the payment of delinquent real estate taxes, if such payment is made after a certain date stated in such notice. In the event that the board shall effectuate collection of said assessments or charges by resort to counsel, and/or the filing of a lien, the board may add to the assessments or charges certain attorneys fees and costs as allowable by law; and

WHEREAS, Condo One and Condo Two By-Laws Article XI, Section 2 provides that the Board of WHOA shall have the power to levy fines against any Unit owner for violations of any rule or regulation of the Condominium Association or for any covenants or restrictions contained in the Master Deed or By-Laws, except that no fines may be levied for more than \$10 for any one violation or as otherwise may be determined by the Board; provided, however, that for each day a violation continues after notice it shall be considered a separate violation. Collection of the fines may be enforced against any Unit Owner involved as if the fine were a Common Expense owed by the particular Unit Owner; and

WHEREAS, for the benefit of the Whittingham community and of the individual Owners, the Board deems it necessary and desirable to establish a policy pertaining to parking and towing on Common Elements and Common Property; and

NOW, THEREFORE, BE IT RESOLVED THAT the following policy and procedures are hereby adopted:

A. PARKING RULES

1. Parking Rules have been adopted on behalf of WHOA, Condo One and Condo Two.

2. The Parking Rules in effect at the time of this Resolution were approved on April 25, 2023. Notice of the Parking Rules was given to each Owner.

3. The Parking Rules may be amended from time to time. Notice of any amended Parking Rules shall be given to each Owner.

4. The current and any amended Parking Rules shall include the following, whether expressly included within the Parking Rules or not:

Any vehicle parked such that it occupies more than one space, blocks another vehicle from being moved, blocks access to a driveway or parking space, or is in any way a threat to resident safety shall be subject to towing without notice.

5. Parking Rules may be waived by the Board of Trustees upon application by an Owner and/or tenant upon a showing of good cause. Any such waiver shall require prior written approval by WHOA.

B. PARKING VIOLATIONS

1. Any vehicle parked in violation of the Parking Rules is subject to fines of \$10.00 for each violation. Each day that a violation continues after notice shall be deemed a new violation.

2. Any vehicle parked in violation of the Parking Rules is also subject to reimbursing WHOA for the cost of any restoration of damage, suspension of vehicle bar codes and ID cards, as well as suspension from WHOA recreational facilities and activities.

3. Violations of Parking Rules shall also be subject to towing as set forth below.

C. TOWING - WITHOUT NOTICE

1. Any vehicle parked such that it occupies more than one space, blocks another vehicle from being moved, blocks access to a driveway or parking space, or is in any way a threat to resident safety shall be subject to towing without notice.

2. WHOA shall comply with all laws relating to the towing of vehicles.
3. Before towing any vehicles, WHOA shall post appropriate signage at all vehicular entrances to the community.
4. WHOA shall contract in writing with a towing company familiar with and which promises to comply with all relevant towing laws and regulations
5. It is the responsibility of the owner of the towed vehicle to arrange for the return of the vehicle and pay any and all costs incident to the towing and storage of the vehicle.
6. If a vehicle is towed in accordance with this Resolution, neither WHOA nor any officer or agent of WHOA shall be liable to any person for claims of damage as a result of the towing company.

D. TOWING – WITH NOTICE

1. Any vehicle which is parked in violation of the Parking Rules shall be subject to towing after written notice. Written notice shall be: (a) delivered by regular mail, email, and/or personal delivery to the owner of the vehicle, providing the vehicle is registered with WHOA as a resident vehicle; (b) delivered by regular mail, email, and/or personal delivery to the owner of the home which the driver of the vehicle was visiting pursuant to a Temporary Guest Parking Permit; (c) personally delivered to the driver of the vehicle or affixed to the vehicle by placing the notice under the windshield wiper in a manner that will not obstruct vision of the driver.
2. WHOA shall comply with all laws relating to the towing of vehicles.
3. Before towing any vehicles, WHOA shall post appropriate signage at all vehicular entrances to the community.
4. WHOA shall contract in writing with a towing company familiar with and which promises to comply with all relevant towing laws and regulations
5. It is the responsibility of the owner of the towed vehicle to arrange for the return of the vehicle and pay any and all costs incident to the towing and storage of the vehicle.
6. If a vehicle is towed in accordance with this Resolution, neither WHOA nor any officer or agent of WHOA shall be liable to any person for claims of damage as a result of the towing company.

E. MISCELLANEOUS

1. Notwithstanding any of the above, WHOA may exercise all rights and remedies available to it under law in equity and/or pursuant to the WHOA Declaration of Covenants, Conditions, and Restrictions, By-Laws, Rules and Regulations, and policies and the Condo One and Condo Two Master Deeds, By-Laws, Rules and Regulations, and policies.

2. Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.

3. Any provision contained within any previously adopted resolution of WHOA, which conflicts with any provisions set forth herein, shall be deemed void and the provision contained herein shall govern.

4. Any charges imposed against an Owner pursuant to this Resolution shall be collected in the same manner as common expense assessments.

5. The enforcement of this Resolution shall be subject to WHOA'S alternative dispute resolution process.

6. The prefatory (whereas) clauses included at the beginning of this Resolution are incorporated herein.

IN WITNESS WHEREOF, this Resolution was adopted by authority of WHOA's Board of Trustees for WHOA and on behalf of Condo One, and Condo Two on the date set forth below.

ATTEST:

WHITTINGHAM HOMEOWNERS
ASSOCIATION, INC. for itself and on behalf of
WHITTINGHAM CONDOMINIUM
ASSOCIATION, SECTION ONE, INC. and
WHITTINGHAM CONDOMINIUM
ASSOCIATION, SECTION TWO, INC.

Gail Alpern, Secretary

By: _____
Miriam Cohen, President

Whittingham HOA and Condominiums Parking Rules (to begin 5/15/23)

Guest Parking: Guests' vehicles shall be parked in guest parking spaces only and guest parking is limited to 48 consecutive hours without prior approval. Homeowners whose guests will be staying for more than 48 consecutive hours must submit a request for a Temporary Parking Permit at the gatehouse.

Speed Limit: All residents and their guests must observe speed limits throughout the HOA's common area streets and parking areas at all times.

Garages: Garages are to be used for vehicle parking. Vehicles owned by or used by the homeowner/resident or other members of the household, including live-in caretakers, shall be parked in the resident's garage. Any vehicle too large to be parked in the garage must be parked in the resident's driveway. **Homeowners/residents with more than (two) 2 vehicles shall not park their additional vehicles in common parking lots except for short, non-recurrent periods of time.**

Temporary Parking: Temporary Guest Parking Permit requests must be submitted in writing. Temporary Guest Parking Passes are required for overnight parking in the common parking.

Operational Requirement: No vehicle shall be left in a common area parking space in a non-operative condition or covered at any time.

Vehicle Maintenance: Non-routine vehicle repair/maintenance work or restoration is prohibited. Routine work includes changing oil, radiator fluid, etc.

Damage to Common Area: Owners of cars that drip oil onto common area streets or driveways will be required to reimburse the Association for any associated repair and cleanup costs caused by the leaking fluids.

Commercial Vehicles: No commercial vehicle may be parked or stored anywhere on common area streets. Commercial vehicles are defined as any vehicle which reasonably appears to be primarily used for commercial purposes.

Recreational Vehicles: No trailer, camper, boat, non-street legal vehicle, motor home or similar vehicle, or any inoperable, unlicensed, or unsightly vehicles or equipment will be permitted to remain within or in view of the common area; except for temporary loading and unloading purposes.

Towne Centre Long Term Parking Permits: Long Term Parking Permit requests must be submitted in writing. Long Term Parking Permits are for Residents Only! Long Term Parking Permits may be granted for; RV's and recreational vehicles, commercial vehicles, household with more than 2 vehicles. All Long-Term Parking Permits require proof of insurance and registration annually. No more than one long-term parking permit per household. Vehicles must fit into no more than one parking space in the Towne Centre Lot. Long Term Parking Permits designate a space number in the Red 2 lot. **The fee for a designated, long-term parking space in the Towne Centre lot is \$50 per month, beginning 6/15/23.** Annual applications are required.

Registration: All vehicles parked in the Community must have a current registration, insurance, inspection, and license plates.

Storage: Vehicles parked in the HOA's parking areas shall be used on a regular basis. Storage of vehicles in the same parking space longer than seventy-two (72) consecutive hours is prohibited.

Penalties: \$10 fine per day, cost of reparation, possible suspension of bar codes and ID cards as well as suspension from HOA activities.