

The Berkshire Ridge Condominium Association, Inc.

RESOLUTION RELATING TO PARKING AND TOWING

THIS RESOLUTION (the "Resolution") is made on this 11 day of April 2022, by The Berkshire Ridge Condominium Association, Inc. (the "**Association**"), by and through its Board of Trustees (the "**Board**"), having an address of c/o Wilkin Management Group, 1655 Valley Rd., Suite 300, Wayne, New Jersey 07470.

WHEREAS, the Association was created by, among other things, a Master Deed and By-Laws which were recorded in the Morris County Clerk's Office on November 13, 1987, in Book 2981, Page 0657 et. seq., as may be amended from time to time; and

WHEREAS, Article IV. Section 4.1 of the Association's Bylaws provides that "[t]he property affairs and business of the Association shall be managed by the Board of Directors, which shall have all those powers granted to it by the Certificate of Incorporation, the Master Deed, these By-Laws, and by law"; and

WHEREAS, Article V, Section 5.1 (f) of the Association's Bylaws provides that the Board of Directors shall have the power to, "[a]dopt, amend and publish rules and regulations covering the details of the operation and use of the common elements... "; and

WHEREAS, Article V, Section 5.1 (j) of the Association's Bylaws provides that the Board of Directors shall have the power to, "[e]stablish and enforce rules and regulations for parking by, and the assignment of parking spaces to, unit owners, subject to the provisions of the Master Deed, Certificate of Incorporation and these By-Laws"; and

WHEREAS, the Association's Rules and Regulations. Section 2 provides that "[e]very owner or occupant of a condominium shall park his motor vehicle only in the garage or driveway area designated for his individual condominium unit"; and

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WHEREAS, Article V, Section 5.1 (l) of the Association's Bylaws provides that the Board of Directors shall have the power to, "Enforce obligations of the unit owners, including the right to bring or defend law suits to enforce the rules and regulations and the terms, conditions and restrictions contained in the Master Deed, and these By-Laws"; and

WHEREAS, Article XI, Section 11.1 of the Association's Bylaws provides that the Board "shall" have the power, in its sole option, to enforce the terms of this instrument or any rule or regulation promulgated pursuant thereto by any or all of the following: Self-help; Sending notice to the offending party to cause certain things to be done or undone; Restoring the Association to its original position and charging the breaching party with the entire cost or any part thereof; Complaint to the duly constituted authorities or by taking any other action, summary or otherwise, before any court, as may be provided bylaw"; and

WHEREAS, Article XI, Section 11.2 of the Association's Bylaws provides that the Board "shall also have the power to levy fines against any unit owner for violations of any rule or regulation of the Association or for any covenants or restrictions contained in the Master Deed or By-Laws, except that no fine may be levied for more than \$25.00 for any one violation: provided, however, that for each day a violation continues after notice it shall be considered a separate violation"; and

WHEREAS, the Board has determined that it is in the best interest of the Association that the following rules relative to parking and towing be adopted and enforced; and

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NOW, THEREFORE, BE IT RESOLVED THAT:

These Parking and Towing Guidelines have been developed for the Homeowners Association and applies to all owners, residents, tenants, guests, and invitees within the community. All vehicles located, whether standing or parked, within the HOA are subject to the rules set in these guidelines. Owners and residents are responsible for the actions of their tenants, guests, and invitees. Any vehicle in violation of the community rules shall be subject to fines/towing. The Board may enforce these rules in accordance with any other policies and enforcement provisions adopted by the Board, which may include, without limitation, the right to impose fines or tow the vehicle.

No parking of any vehicle is allowed on any common ground areas not designated for parking, including, but not limited to, spaces in front of mailboxes, grass, swells, parking parallel to the curb behind other vehicles, and curbside parking at intersections, in front of fire hydrants, or in fire lanes.

I. DEFINITIONS

- 1) **"Owner"** shall be defined as any person or entity that appears as an owner of record of a lot within the Association in the Records of the Clerk of Morris County.
- 2) **"Tenant"** shall be defined as any person or entity who resides in the Association and who is obligated to make payment to and/or makes payment to an Owner because of such residence whether such obligation is evidenced by a lease or not.
- 3) **"Resident"** shall be defined as any person or entity that parks a motor vehicle anywhere within the Association's Property for any amount of time on more than twenty-one (21) consecutive calendar days. Once an individual or entity becomes a Resident as defined herein, that person remains a Resident for the purposes of this Resolution, for a minimum of six months from the date that the person or entity fell within the definition of "Resident."

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- 4) **"Parking Space"** (including overflow parking and areas marked as Guest Parking, not including driveways) shall be defined herein as that area which has been paved with asphalt, concrete or like substance and which is a portion of the Association's Common Property.
- 5) **"Commercial Vehicle"** shall be defined as any vehicle bearing a sign or other outward indicia of commercial or mercantile undertaking, involving business for profit or non-profit, including, but not limited to: religious institutions, charities, medical services, educational institutions, and government vehicles of any type or purpose plus those which fall within the below criteria.

A vehicle, which meets any of the criteria set forth herein, shall be a Commercial Vehicle. A vehicle's use in a non-profit activity is not a basis for exempting it from the prohibitions stated herein.

- a. The Board's determination that a vehicle is Commercial for the purposes of this Rule shall be final. The Board may consider the following criteria in making their determination, but the Board's inquiry shall not be limited to this criteria. Such criteria are for guidance only. If the vehicle:
 - b. Is longer than twenty (20') feet; or
 - c. Has more than two (2) axles; or
 - d. Bears or displays any form of writing on the exterior, including but not limited to decals, paintings, stickers, magnetic signs, appliqués or other surface fixtures; or
 - e. Bears any surface fixture appliqué which covers or temporarily hides writing of any kind; or
 - f. Bears a commercial license plate; or
 - g. Is primarily designed or used for the transportation of machinery and/or

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equipment, including but not limited to trailers, tractors, buses and all types of construction vehicles; or

- h. Has attachments, fixtures, extensions, alterations or additions of any type for non-passenger equipment, including but not limited to ladders, pipes, conduits and snow plows; or
 - i. Bears, in the opinion of the board, a load which may reasonably be construed as being for business rather than a personal passenger-oriented purpose; or
 - j. Bears the designation of or functions full-time or temporarily as a limousine, taxi, tractor, bus; or
 - k. Bears an "omnibus" license plate from any jurisdiction;
 - l. Is an ambulance, rescue squad, fire department, police or other similar type vehicle unless that ambulance, rescue squad, fire department, police or other similar type vehicle is on the Association's property while those responsible for the vehicle are actually performing their official job on the property and the vehicle is required while performing that function ("on-call" status shall not qualify for this exception). For example, an ambulance may be on the Association's property to treat and remove an ill person but an Owner, who drives an ambulance, may not bring the ambulance onto the Association's property merely because he is on call.
 - m. Stickers designating a vehicle owner as "Handicapped" pursuant to the laws of State of New Jersey shall not render a vehicle a "Commercial Vehicle".
- 6) **"Passenger Vehicle"** shall be defined as any Motor Vehicle, which does not fall within the definition of Commercial Vehicle, and is not larger than a panel truck.

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- 7) **"Motor Vehicle"** shall be defined as any motor operated vehicle utilized, designated and/or registered under the motor vehicle laws of the State of New Jersey or any other jurisdiction, including, but not limited to, cars, trucks, motorcycles, mopeds, motorized bicycles, scooters or other vehicle governed by the Laws of the State of New Jersey.
- 8) **"Unregistered Vehicle"** shall be defined as a vehicle that does not have a valid registration sticker or if it does not have a valid license plate. A vehicle which has failed inspection and has a temporary inspection sticker shall be considered to have a valid registration sticker, provided that the temporary sticker has not expired. A vehicle which bears a temporary license plate shall be considered to have a valid license plate, provided the temporary license plate has not expired. Any vehicle which has false license plates, no license plates or license plates from another vehicle shall be deemed to be unregistered.
- 9) **"Abandoned Vehicle"** shall be defined as a vehicle that is not operated for a period of twenty-one (21) consecutive days unless otherwise permitted by the Board of Trustees. In the event an Owner intends to leave a vehicle on the property for a period in excess of twenty-one (21) days because of travel or vacation plans, such vehicle shall not be deemed to be an abandoned vehicle provided that the Owner has notified the Board of Trustees or its designee in advance of the length of time the vehicle will be left unattended and the Board of Trustees or its designee has agreed to a waiver of the application of this rule in writing. Such waiver shall not be denied unreasonably.
- 10) **"Recreational Vehicle"** shall be defined as a mobile home, camper, a boat, a boat trailer, any vehicle designed or intended to be utilized primarily for off-road travel, or any vehicle designed or intended to be used temporarily or permanently as a residence.

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- 11) **"Inoperable Vehicle"** shall be defined as vehicles which are physically unable to travel under their own power and also any vehicles which are not operated for a period of twenty-one (21) consecutive days unless otherwise permitted by the Board. In the event an Owner intends to leave a vehicle on the property for a period in excess of thirty (30) days because of travel or vacation plans, such vehicle shall not be deemed to be an inoperable vehicle provided that the Owner has notified the Board or its designee in advance of the length of time the vehicle will be left unattended and the Board or its designee has agreed to a waiver of the application of this rule in writing. Such waivers shall not be denied unreasonably. Any vehicle covered by a tarpaulin shall be rebuttably presumed to be inoperable, with the burden on the Owner to demonstrate that it is operable.
- 12) **"Responsible Party"** is defined, for the purpose of this resolution, as any Owner who is in any way related to an individual or entity that brings a vehicle onto the Association's property for example a guest, tenant, delivery person, service person etc.

II. REGISTRATION

Every Owner, Tenant, and Resident shall register each and every Motor Vehicle that they drive or intend to drive onto the Association's property with the Association's management on an annual basis by completing the annual Census Form. This registration shall include providing the Association's manager with the vehicle make, model, color, license plate, and the primary operator's home and work telephone numbers. All current residents will be required to register their vehicles with the Association's Management. In addition, upon acquiring any new vehicle, every Owner and/or Resident shall update his/her vehicle registration information with the Association's management. For the purpose of this registration, any Owner who has a guest who will be parking a vehicle within the Association for longer than ten (10) days, must register his/her guest's vehicle with management.

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All vehicles are required to be registered with the Association, submitted yearly. It is the vehicle owner's responsibility to update their information if/when it changes throughout the year.

III. RULES AND REGULATIONS

No vehicle shall be parked in such a manner as to interfere with access to any garage, driveway, parking space or building. Violators will be towed at the vehicle owner's expense.

No vehicle shall be parked in any Parking Space for a continuous period exceeding seventy-two (72) hours. Vehicles may be towed at the owner's expense.

Residents are responsible for informing their guests, invitees, and/or otherwise of the parking rules and regulations and their guests, invitees, and/or otherwise shall abide by the parking rules and regulations.

An illegally parked vehicle may be removed immediately, being towed at the vehicle owner's expense. Examples include parking within 15 feet of a fire hydrant, in a fire lane, or in a manner that interferes with an entrance or to an exit from private property.

A. Passenger Vehicle Regulations:

- 1) Only Passenger Vehicles with current registration and a valid state inspection sticker may be parked within the Association. Unless otherwise specified herein or by the Association's Board, any other items are prohibited.
- 2) Passenger Vehicles shall only park in driveways, garages, or Parking Spaces.
- 3) Parking is prohibited in front of the mailboxes, fire hydrants and in marked "fire zones."
- 4) Parking Spaces are not reserved and are available on a first-come, first-serve basis unless otherwise specified or indicated by the

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Association's Board.

- 5) Motorcycles may only be parked in driveways, garages, or Parking Spaces. Parking motorcycles anywhere else on the common property is prohibited.
- 6) Any vehicle which is parked in violation of the rules and regulations of the Association is subject to towing (at the owner's expense) and/or the imposition of fines that may be established and/or adopted by the Association at the Board's discretion.
- 7) No person may leave an unregistered, abandoned, inoperable or illegally parked vehicle on the property.
- 8) A vehicle shall be deemed to be illegally parked if it is parked in violation of any Association, municipal, state or federal law or regulation enacted to regulate the placement of motor vehicles upon private or public lots, roads or highways.
- 9) Residents shall not make any major vehicle repairs on the Property. Residents shall not assemble or disassemble any motor vehicles, motorcycles or ATVs in the common or limited common areas. Oil changes are strictly prohibited in the common or limited common areas. No petroleum products may be disposed of on the Association's Property.
- 10) Residents may repair a flat tire on the Property; however, such repairs must take place within a 24-hour period. Minor repairs may be made to a vehicle in the Owner's driveway only. No vehicle may be left on blocks, jacks, etc. without its owner in attendance.
- 11) For purposes of this Resolution, a continuing and/or subsequent offense shall mean any offense occurring within 360 days of the immediately preceding offense.

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B. Commercial Vehicle Regulations:

Commercial Vehicles are prohibited from parking overnight in any Parking Space or in any other common areas of the Association unless given explicit permission by the Association's Board.

C. Recreational Vehicle Regulations:

Recreational Vehicles are prohibited from parking anywhere within the Association other than within a garage.

IV. ENFORCEMENT

A. Notice and Due Process:

1. The sign placed at the community's entrance shall be deemed notice to all persons who bring a vehicle onto the Association's property.
2. Vehicles will be towed to a designated impound chosen by the Board. Information concerning the towing contractor will be posted on the sign at the entrance and exit to the Association's property.
3. No notice shall be given before towing any vehicle that, in the Board's opinion, creates a dangerous situation, including but not limited to vehicles blocking a fire hydrant, parked in a fire zone, blocking access for any emergency vehicle or any other dangerous situation.

B. Towing:

1. A vehicle may be towed by the Association for:
 - a. any violation of any parking rule or regulation;
 - b. if an Owner's account remains in arrears for more than 60 days (this includes towing of the Owner's tenant(s) and/or resident(s), if any); or
 - c. if any vehicle is parked in an unsafe manner, including, but not

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limited to, blocking a fire hydrant or emergency vehicle access or parking in a fire zone.

2. A vehicle that is parked in violation of the Association's Rules and Regulations may be towed when management or its agent has authorized the tower to remove the particular motor vehicle.
3. A company engaged by the Association for that purpose shall tow any vehicle not parked in designated parking spaces on the common property, including limited common property, at the owner's expense.
4. The cost of towing and storing the subject vehicle shall be the responsibility of the vehicle owner. If it is determined that the vehicle belongs to an Owner, the cost of towing and storing may be assessed to the Responsible Party and shall constitute a lien against such Owner's home in the same manner as the common expense assessments.
5. It is the responsibility of the owner of a 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 no action is taken by the owner within ninety (90) days of the removal of the vehicle from the common property, or as otherwise provided for by law and/or the policy of the towing company, the vehicle may become the property of the towing company or sold at public auction.
7. Neither the Association nor the Board of Trustees shall be liable to the owner of the subject vehicle or the Tenant or the Resident or the Owner responsible for such vehicle, for any damage and/or injuries which occur during or as a result of the removal of such vehicle from the property.
8. The Association shall, in addition to the remedies outlined above, retain all enforcement options outlined in the Governing Documents

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including, but not limited to, the authority to fine.

V. GENERAL PROVISIONS

1. This Resolution is retroactive and applies to all Owners, Tenants, and Residents.
2. The Association shall collect any monies due hereunder in the same manner as Association assessments.
3. These Restrictions shall supersede any conflicting provisions in any previously adopted rules and/or regulations with respect to the same subject matter.
4. Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.

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POLICY RESOLUTION NO. RELATING TO PARKING AND TOWING

Resolution Type: Policy Pertaining To: Parking and Towing

Duly adopted at a meeting of the Board of Directors of The Berkshire Ridge Condominium Association, Inc. held this 11th day of April, 2022.

Officer		Vote			
		Yes	No	Abstain	Absent
Evette Borek	Trustee	YES			
Robert Kramer	Trustee	YES			
Jean Wilson	Trustee	YES			
John Flynn	Trustee	YES			
Tom Simmons	Trustee	YES			
Sergio Galecki	Trustee	YES			
Darrell Anthony	Trustee	YES			
Attest:					
<i>Jean Wilson</i>		04/11/2022			
,Secretary		Date			