



**SOMERSET COUNTY**  
**DOCUMENT COVER SHEET**

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(Official Use Only)

DATE OF DOCUMENT: <b>December 10, 2021</b>	TYPE OF DOCUMENT <b>Resolution Pertaining to Abusive Behavior Towards, Board, Vendors, MGT</b>
FIRST PARTY (Grantor, Mortgagor, Seller or Assignor) The Signal Point Neighborhood Condominium Association, Inc.	SECOND PARTY (Grantee, Mortgagee, Buyer, Assignee)
ADDITIONAL PARTIES:	

**THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY**

MUNICIPALITY:	MAILING ADDRESS OF GRANTEE:
BLOCK:	
LOT:	
CONSIDERATION:	

**THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY**

BOOK	PAGE	INSTRUMENT #	DOCUMENT TYPE

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**RETAIN THIS PAGE FOR FUTURE REFERENCE**

# **SIGNAL POINT NEIGHBORHOOD CONDOMINIUM ASSOCIATION, INC.**

## **RESOLUTION PERTAINING TO ABUSIVE BEHAVIOR TOWARDS BOARD MEMBERS, VENDORS, AND MANAGEMENT**

**WHEREAS**, Signal Point Neighborhood Condominium Association, Inc., is a New Jersey not-for-profit organization, governed in part by By-Laws, established in accordance with N.J.S.A. § 45:22A-21, *et seq.*, and a Master Deed, which was recorded in the Somerset County Clerk's Office on March 17, 1987, in Deed Book 1622, Page 189, *et seq.*; and

**CONTINUED ON FOLLOWING PAGE**

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**RECORD & RETURN TO:**  
Jennifer L. Alexander, Esq.  
GRIFFIN ALEXANDER, P.C.  
415 Route 10, 2<sup>nd</sup> Floor  
Randolph, NJ 07869

**SIGNAL POINT NEIGHBORHOOD CONDOMINIUM ASSOCIATION, INC.**

**RESOLUTION PERTAINING TO ABUSIVE BEHAVIOR TOWARDS BOARD  
MEMBERS, VENDORS , AND MANAGEMENT**

**WHEREAS**, Section 5.06 (F) of the Master Deed grants the Association the right to “make, establish, promulgate, and, in its discretion, amend, repeal, or reenact Rules, not in contradiction of this Master Deed, as it deems proper, covering any and all aspects of its function, including the use and occupancy of the Condominium Property... such Rules may set dues and fees, require the prepayment of same, and prescribe the regulations governing the operation of the Condominium Association, as the Condominium Association deems proper, covering any and all aspects of its function, including the use and occupancy of the Condominium Property;” and

**WHEREAS**, Section 5.07 of the Master Deed authorizes the Association to “have all the powers of a New Jersey nonprofit corporation which shall be exercised by the Board, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Master Deed and the Master Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of New Jersey or by this Master Deed or the Master Declaration...;” and

**WHEREAS**, Section 5.07(E) of the Master Deed maintains that the Association also has “the power and authority, from time to time, in its own name and on its own behalf, or in the name of and on behalf of any owner who consents thereto, to commence and maintain actions and suits to enforce by Mandatory injunction or otherwise, or to restrain and enjoin and breach or threatened breach of this Master Deed;” and

**WHEREAS**, Section 7.07(B) of the Master Deed states that “every act or omission whereby any provision of the Restrictions is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any owner (at said Owner’s expense), Grantor, or the Board, or by Bedminster Township... whether or not the relief sought is for negative or affirmative action...;” and

**WHEREAS**, Section 7.07(C) of the Master Deed states that “any violation of any federal, state, local or association law, ordinance, or regulation pertaining to the ownership, occupancy, or use of any property within The Signal Point Neighborhood Condominium is hereby declared to be a violation of the Restrictions and subject to all of the enforcement procedures set forth in said Restrictions;” and

**WHEREAS**, Section 4.03 of the Master Deed affords the Association the power to “enforce, on its own behalf and on behalf of all Owners, all of the Restrictions set forth in this Master Deed under an irrevocable non-exclusive agency (hereby granted) coupled with an interest, as beneficiary of said Restrictions and as assignee of Grantor; and it shall have the power to perform all other acts, where or not anywhere expressly authorized, as may be reasonably necessary to enforce any of the provisions of the Restrictions of this Master Deed. If any Owner, any member of the family of said Owner, or any guest, licensee, lessee, or invitee of such Owner or of any member of the Owner’s family violates the Restrictions, or any Restrictions adopted by

the Condominium Association, the Condominium Association may invoke any one or more of the following remedies (a) impose a special charge upon such Owner of not more than Fifty Dollars (\$50.00) for each violation; (b) suspend the right of such Owner and the Owner's family, guests, licensees, lessees, and invitees to use the Common Elements under such conditions as the Condominium Association may specify, for a period not to exceed thirty (30) days for each violation; (c) cause the violation to be cured and charge the cost thereof to such Owner; and (d) obtain injunctive relief against the continuance of such violation. Except where emergency action is required in the judgment of the Board, before invoking any such remedy, the Condominium Association shall give such Owner a Notice and Period of Cure as provided in Article VII Section 7.03, except that the Condominium Association may suspend the right of any Owner and Owner's family, guests, licensees, lessees and invitees, without notice and hearing, for any period during which any Assessment owed by such owner is past due and unpaid;" and

**WHEREAS**, Article IX Section 1 (c) of the Association's By-Laws grants the Board the power to "establish, levy, assess, and collect the Assessments or charges referred to in the Master Deed including the right to collect Assessments in advance;" and

**WHEREAS**, Article IX Section 1 (d) of the Association's By-Laws grants the Board the power to "to adopt and publish Rules and regulations governing the use of the Common Elements and Limited Common Elements and the personal conduct of the Members and their guests thereon and to insure the Common Elements and Limited Common Elements within the legal boundaries of the Condominium;" and

**WHEREAS**, Article IX Section 1 (e) of the Association's By-Laws grants the Board the power to "to exercise for the Condominium Association all powers, duties and authority vested in or delegated to this Condominium Association by the Master Deed;" and

**WHEREAS**, Article III Section 4 of the Association's By-Laws states that "The membership rights of any person, firm, association, corporation or other legal entity whose interest in the Condominium Property is subject to Assessment under the Master Deed may be suspended pursuant to the Master Deed whether or not he is personally obligated to pay such Assessments. Pursuant to the Master Deed membership rights may be suspended by action of the Board of Trustees for any period during which the Assessments remain unpaid; but upon payment of such Assessments, and any interest accrued thereon, these rights and privileges shall be immediately and automatically restored. If the Board of Trustees has adopted and published rules and regulations governing the use of the Common Elements and Limited Common Elements, and conduct of persons thereon, as authorized in the Master Deed, the Board of Trustees may, in its discretion, suspend the privileges of such person for violation of such rules and regulations for a period not to exceed thirty (30) days for any single violation;" and

**WHEREAS**, Article VI Section 1 of the Association's By-Laws delineates that "each member, and associate, shall be entitled to the use and enjoyment of the Common Elements as provided in the Master Deed;" and

**WHEREAS**, Board Members, Management, and hired Contractors for the Association attempt to represent and serve for the benefit of the Association Community; and

**WHEREAS**, abusive behavior from Unit Owners, their families, guests, invitees, licensees, and lessees inhibit the ability of Board Members, Management and hired Contractors for the Association to effectively serve the Association Community; and

**NOW THEREFORE BE IT RESOLVED**, that the following conduct is and shall be considered unacceptable, and shall subject any Unit Owner engaging in it to fines, and such other consequences as may be permitted by the Association's governing documents, including but not limited legal action against the unit owner in violation. Any such legal action that is required, the unit owner will be held responsible for any and all legal fees associated with the legal action attributed to the unit owner's violation of the governing documents:

Causing any Board Member, Management, and/or any Vendor hired by the Association (i.e. contractors, managing agents, etc.) for the Association:

- Physical harm
- Emotional harm
- Psychological harm

By and through any of the following acts, including but not limited to:

- Physical contact and/or threats of physical harm
- Harassment in the form of:
  - o Yelling
  - o Threats
  - o Insults
- Acting in a derogatory or condescending manner
- Defamatory Statements
- Use of fighting words
- Confrontation
- Unnecessary or persistent contact outside of a professional setting, including the unnecessary or persistent confrontation of Board Members outside of a meeting.

Unit Owners shall be responsible for the acts of their tenants, families, guests and invitees, in connection this this Resolution.

This Resolution is adopted this 10<sup>th</sup> day of December, 2021, by the Board of Trustees of Signal Point Neighborhood Condominium Association, Inc.

**ATTEST:**

**SIGNAL POINT NEIGHBORHOOD  
CONDOMINIUM ASSOCIATION, INC.**

Hallie Lieberman  
Hallie Lieberman Secretary

Tracey A. Starace  
Tracey A. Starace, President

I certify that the vote for this Resolution was as follows:

Trustee	Yes	No	Abstain	Absent
<i>Tracey A. Stara</i> President	✓			
<i>Dennis Becker</i> Vice President	✓			
<i>Halli Lieberman</i> , Treasurer	✓			
<i>A. Passmore</i> , Secretary	✓			
<i>Ken R.</i> , Trustee	✓			

*Halli Lieberman*  
Halli Lieberman, Secretary

STATE OF NEW JERSEY

:

:ss

COUNTY OF MORRIS

:

I certify that on December 10, 2021, personally came before me,  
Halli Lieberman (Secretary), and that this person acknowledged under oath, to my  
satisfaction, that:

- (a) this person is the Secretary of the Board of Trustees of the Corporation named in this document;
- (b) this person is attesting witness to the signing of this document by Tracey Starace (President), the proper corporate officer who is the President of the Corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by the proper resolution of its Board of Trustees;
- (d) this person knows the proper seal of the Corporation which was affixed to this document; and
- (e) this person signed this proof to attest the truth to these facts.

Halli Lieberman  
\_\_\_\_\_, Secretary

Print Name under Signature

Halli Lieberman

Sworn and Subscribed to before me this  
10 day of December, 2021

Robin L. Esteves

