


Return to and Prepared by:

  
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**This Resolution Shall Govern And Remain In The Chain Of Title To That Real Property Subject To And Governed By The Sonata Bay Club Homeowners' Association, Inc. Declaration Of Restrictive And Protective Covenants And By-Laws Recorded Originally At The Ocean County Clerk's Office On August 24, 1989 In Deed Book 4779, At Page 0626 And Following And Thereafter Amended, Along With Rules And Regulations By An Amendment Dated March 9, 2020 Recorded At The Ocean County Clerk's Office On July 22, 2020 In Deed Book 17977, At Page 409 And Following And Otherwise Referred To As Instrument 20200077167**

**RESOLUTION OF SONATA BAY CLUB HOMEOWNERS' ASSOCIATION, INC. FOR RULES AND REGULATIONS REGARDING APPLYING PAYMENTS TO DELINQUENT ACCOUNTS**

WHEREAS, this Resolution was duly introduced and was thereafter adopted by the Sonata Bay Club Homeowners' Association, Inc. (hereinafter "Association") Board of Trustees at a regular scheduled general meeting on this 12th day of November, 2024, at which a quorum was present, by a majority vote of the Sonata Bay Board of Trustees present and eligible to vote on this matter.

WHEREAS, Article II, Section 1. of the Sonata Bay Declaration Of Restrictive And Protective Covenants (herein after referred to as "Declaration") states, in pertinent part that, "All present and future owners, tenants, their guests, licensees, servants, agents, employees and any other person or persons who shall be permitted to use the facilities of the Association, shall be subject to this Declaration, the Bylaws and to such Rules and Regulations as may be issued by the Board of Trustees of the Association, from time to time, to govern the conduct of its members in the use and occupancy of the Property. Ownership, rental or occupancy of any of the Lots in the Property shall be

conclusively deemed to mean that said Owner, tenant or occupant has accepted and ratified this Declaration, the Bylaws and the Rules and Regulations of the Association and will comply with them.”

WHEREAS, Article V, Section 1 (f) of the Sonata Bay By-Laws authorizes the Board of Trustees to “adopt, amend and publish Rules and Regulations covering the details of the operation and use of the Property including, but not limited to pet controls.”

WHEREAS, Article V, Section 1 (i) of the Sonata Bay By-Laws authorizes the Board of Trustees to “enforce obligations of the Members and do anything and everything necessary and proper for the sound management of the Property, including the right to bring or defend lawsuits to enforce the terms, conditions and restrictions contained in the Declarations, By-Laws and Rules and Regulations governing the Property or Members. The Board shall also have the power to levy fines against any member(s) for violations of any of the Rules and Regulations. Collections of fines may be enforced against any member(s) and such fines shall constitute a lien upon the member’s Lot. Before any fine is imposed by the Board the Member accused shall have been given notice and afforded an opportunity to be heard with respect to the alleged violation in a manner consistent with the principles of due process of law.”

WHEREAS, Article V, Section 1 (q) of the Sonata Bay By-Laws authorizes the Board of Trustees to “bring and defend actions by or against one or more Homeowners pertinent to the health,safety or general welfare of the members, and to enforce

compliance with the Restrictive Covenants, Bylaws, Directives, and Rules and Regulations or any other cause of action within its powers.”

NOW, IT IS THEREFORE RESOLVED on this day of 12th day of November 2024, that the following Rules And Regulations be adopted and observed by all present and future Lot Owners, Homeowners, Members, and their respective tenants, guests, occupants, licensees, servants, agents, employees and any other person or persons who shall be permitted to use the Property and/or the Common Property and/or facilities of the Association:

SECTION 48.

In the event a Lot Owner, Homeowner or Member shall fail to pay any assessment levied against their Lot pursuant to *Article VI* of the Bylaws together with such interest thereon, late charges and cost of collection thereof, including reasonable attorneys' fees, within 40 days after the same shall become due and payable, the Association shall be entitled to record a lien for such outstanding monies due and/or commence to foreclose upon the lien in accordance with New Jersey law, the Declaration, Bylaws and the Rules And Regulations.

In the event a Lot Owner, Homeowner or Member shall fail to pay any assessment levied against their Lot pursuant to *Article VI* of the Bylaws together with such interest thereon, late charges and cost of collection thereof, including reasonable attorneys' fees, within 40 days after the same shall become due and payable, and, is therefore delinquent including the acceleration of the remaining assessment, resulting in the imposition of charges or expenses or the Association incurring attorneys' fees and costs, any monies received thereafter by the Association from the delinquent Lot Owner, Homeowner or Member shall be applied to their Association delinquent account and shall be credited in the following sequence by the Association and each category must be paid in full before funds can be applied to the next category as follows:

(a) Attorneys' fees and costs incurred by the Association arising from or related to the conduct, by act or omission, of a Lot Owner, Homeowner, Member and/or their respective tenants, guests, occupants, licensees, servants, agents, employees and any other person or persons who shall be permitted to use the Property and/or the Common Property and/or facilities of the Association, for violating the Association Declaration and/or Association Bylaws and/or the Association and Rules and Regulations must first be paid in full and therefore any partial payments made by such a Lot Owner, Homeowner and/or Member shall be first credited to their ledger for all attorneys' fees and costs incurred by the Association; and upon full payment of all outstanding attorneys' fees and costs then;

(b) Charges and/or other expenses incurred by the Association arising from or related to the conduct, by act or omission, of a Lot Owner, Homeowner, Member and/or their respective tenants, guests, occupants, licensees, servants, agents, employees and any other person or persons who shall be permitted to use the Property and/or the Common Property and/or facilities of the Association, for violating the Association Declaration and/or Association Bylaws and/or the Association and Rules And Regulations must then be paid in full and therefore any partial payments made by such a Lot Owner, Homeowner and/or Member shall be next credited to their ledger for all charges and/or other expenses incurred by the Association; and upon full payment of all outstanding attorneys' fees and costs, and, all charges and/or other expenses then;

(c) Fines imposed by the Association arising from or related to the conduct, by act or omission, of a Lot Owner, Homeowner, Member and/or their respective tenants, guests, occupants, licensees, servants, agents, employees and any other person or persons who shall be permitted to use the Property and/or the Common Property and/or facilities of the Association, for violating the Association Declaration and/or Association Bylaws and/or the Association and Rules And Regulations must then be paid in full and therefore any partial payments made by such a Lot Owner, Homeowner and/or Member shall be next credited to their ledger for all fines imposed; and upon full payment of all outstanding attorneys' fees and costs, and, all charges and/or other expenses, and, all fines then;

(d) Late fees imposed by the Association arising from or related to the conduct, by act or omission, of a Lot Owner, Homeowner, Member and/or their respective tenants, guests, occupants, licensees, servants, agents, employees and any other person or persons who shall be permitted to use the Property and/or the Common Property and/or facilities of the Association, for violating the Association Declaration and/or Association Bylaws and/or the Association and Rules And Regulations must then be paid in full and therefore any partial payments made by such a Lot Owner, Homeowner and/or Member shall be next credited to their ledger for all late fees imposed; and upon full payment of all outstanding attorneys' fees and costs, and, all charges and/or other expenses, and, all fines, and, all late fees then;

(e) Interest imposed by the Association arising from or related to the conduct, by act or omission, of a Lot Owner, Homeowner, Member and/or their respective tenants, guests, occupants, licensees, servants, agents, employees and any other person or persons who shall be permitted to use the Property and/or the Common Property and/or facilities of the Association, for violating the Association Declaration and/or Association Bylaws and/or the Association and Rules And Regulations must then be paid in full and therefore any partial payments made by such a Lot Owner, Homeowner and/or Member shall be next be credited to their ledger for all interest imposed; and upon full payment of all outstanding attorneys' fees and costs, and, all charges and/or other expenses, and, all fines, and, all late fees, and all interest then;

(f) Special assessments levied against the Lot of a Lot Owner, Homeowner or Member pursuant to *Article V and Article VI* of the Bylaws not paid within 40 days after the same shall become due and payable, must thereafter be paid in full and therefore any partial payments made by such a Lot Owner, Homeowner and/or Member shall be next be credited to their ledger for such Special Assessment imposed; and upon full payment of all outstanding attorneys' fees and costs, and, all charges and/or other expenses, and, all fines, and, all late fees, and, all interest, and all Special Assessments then;

(g) Annual Common Expense Assessment levied against the Lot of a Lot Owner, Homeowner or Member pursuant to *Article V and Article VI* of the Bylaws not paid within 40 days after the same shall become due and payable, must thereafter be paid in full and therefore any partial payments made by

such a Lot Owner, Homeowner and/or Member shall be next be credited to their ledger for such Annual Common Expense Assessment imposed. Every Annual Common Expense Assessment shall remain delinquent and shall not be credited until full payment of all outstanding attorneys' fees and costs, and, all charges and/or other expenses, and, all fines, and, all late fees, and, all interest, and all Special Assessments then, by earliest such Annual Common Expense Assessment levied to most recent.

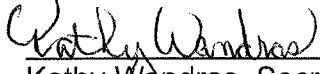
The delinquency of a Lot Owner, Homeowner and/or Member to the Association for any monies due the Association pursuant to the Association Declaration and/or Association Bylaws and/or the Association and Rules And Regulations not paid in full shall remain a continuous lien on their Lot against which it is levied as provided in Article IV, SECTION 6 of the Declaration until all costs of collection, interest, attorneys' fees and costs, and assessments, including the acceleration of the remaining annual assessment, are fully paid and satisfied.


**NOTICE AND RECORDING.** The Association Board of Trustees is authorized and directed to circulate a copy of this Resolution to all Homeowners. The Association Board of Trustees also authorizes and directs its legal counsel to arrange for recordation of a copy of this Resolution with the Ocean County Register's Office in order to establish the recording of this Resolution in the chain of title of each Lot Owner, the Property and the Common Property.

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ATTEST:

SONATA BAY HOMEOWNERS'  
ASSOCIATION, INC.

  
Kathy Wandras, Secretary

  
H. David Trethaway, President

State of New Jersey :

:SS.

County of Ocean :

I certify that on this 12th day of November, 2024,  
person acknowledged under oath, to my satisfaction, that:

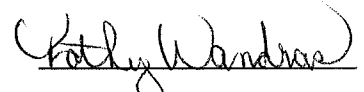
(a) this person is the Secretary of the Sonata Bay Club Homeowners' Association,  
Inc. (the "Corporation"), a corporation of the State of New Jersey, named in this document;

(b) this person signed this document as attesting witness for the proper corporate officer  
who is the President of the Corporation;

(c) this document was signed and delivered by the Corporation as its voluntary act and  
deed by virtue of authority from its Board of Trustees (the "Board");


(d) this person signed this acknowledgment to attest to the truth of these facts; and

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

  
Kathy Wandras, Secretary

Sworn and subscribed to before

me this 12th day of November, 2024

  
Paul Leodori  
Attorney -At-Law  
State of New Jersey

Record and Return to:  
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