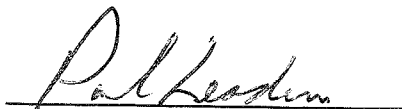


Return to and Prepared by:



Paul A. Leodori, Esq.
Boudwin Ross Roy Leodori
10000 Midlantic Drive, Suite 100E
Mount Laurel, New Jersey 08054

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 CONDUCT OF HOMEOWNERS AND THEIR GUESTS AND TENANTS

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

WHEREAS, Article II, Section 1. of the Association Declaration Of Restrictive And Protective Covenants 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 Association By-Laws authorizes the Board 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 Association By-Laws authorizes the Board 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.”

WHEREAS, Article V, Section 1 (q) of the Association By-Laws authorizes the Board 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 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 49

1. Only the business of the Association is to be discussed at the general meetings or special meetings of the Association Board and discussion about the personal business, personal affairs and personal circumstances of any Homeowner, Lot Owner or Member which constitutes abusive, offensive or harassing language or conduct is prohibited.
2. No abusive, offensive or harassing language or conduct is permitted by any 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 when communicating with a Association Board of Trustee, or any employee or agent, or representative of Association.
3. No abusive, offensive or harassing language or conduct is permitted by any 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 when communicating with another Lot Owner, Homeowner, Member, 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, while on and/or in the Property and/or the Common Property and/or facilities of the Association.

4. No abusive, offensive or harassing language or conduct is permitted by any 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 at the general meetings or special meetings of the Association Board.

5. As used in the context of these Rules And Regulations, the term "abusive, offensive or harassing language or conduct" shall include:

- a Speech or conduct which is likely to cause annoyance or harm to Persons;
- b Speech or conduct which is made or caused to be made at extremely inconvenient hours;
- c Speech or conduct which is made or caused to be made to materially disrupt the Association general meetings or special meetings;
- d Speech or conduct which threatens a person to striking, kicking, shoving or other offensive touching;
- e The striking, kicking, shoving or other offensive touching of a person;
- f Creation of a hazardous or physically dangerous condition which serves no legitimate purpose of the person who created the condition;
- g Usage of unreasonably loud or offensively coarse or abusive language with the purpose to offend the sensibilities of a hearer or in reckless disregard of the probability of so doing;
- h Speech or conduct used with the purpose to intimidate an individual or group of individuals because of race, color, religion, gender, disability, sexual orientation, gender identity or expression, national origin or ethnicity;

- i. Speech or conduct which is flagrantly lewd and offensive which the actor knows or reasonably expects is likely to be observed by other non-consenting persons who would be affronted or alarmed;
- j. Engaging in any conduct by act or omission which constitutes a violation of the Association Declaration Of Restrictive And Protective Covenants;
- k. Engaging in any conduct by act or omission which constitutes a violation of the Association By-Laws;
- l. Engaging in any conduct by act or omission which constitutes a violation of the Association Rules And Regulations; and
- m. Engaging in any conduct by act or omission on or in the Association Common Property or facilities which violates any Berkeley Township Ordinance, any New Jersey statute or regulation, or, any federal statute, code or regulation.

6. **Investigation.** Upon receipt of a complaint alleging speech or conduct prohibited by this Resolution, the Association Board will, if appropriate and/or necessary, investigate the matter and make a determination as to whether the conduct and/or language in question was abusive, offensive or harassing.

7. **Enforcement.** If the Association Board deems the acts or omissions of any 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 to be speech or conduct prohibited by this Resolution, the Association Board may take any appropriate action, including but not limited to the following:

- a. Imposing a fine jointly and severally upon such 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 in an amount not to exceed \$500.00 per violation; however to the extent such violation is one of a continuing nature, each day that the violation is ongoing until the violation is fully cured and abated shall constitute a separate violation.

- b. Jointly and severally prohibiting and/or suspending such 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, from enjoying their respective Association rights and privileges, including but not limited to being prohibited from using and/or enjoying and/or occupying the Association Common Property or facilities for a period not to exceed thirty (30) days; but if the violation is of a continuing nature, each day that the violation is ongoing until the violation is fully cured and abated shall constitute a separate violation.
- c. Jointly and severally imposing upon such 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, the obligation to fully reimburse the Association for all of the fees, costs and charges which arise from and relate to such persons improper acts or omissions, including but not limited to contractor's fees, subcontractor's fees, governmental fines or sanctions, and, all of the attorney's fees, paralegal fees and costs, including those incurred by the Association to collect such monies due the Association.
- d. Prohibiting and/or suspending such Lot Owners, Homeowners and Members from attending any general meetings or special meetings of the Association Board;
- e. Prohibiting and/or suspending such Lot Owners, Homeowners and Members from sitting on the Association Board, nominating candidates to run for the Association Board, running for the Association Board to the extent permissible under New Jersey law;
- f. Seeking judicial relief against such 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, including but not limited to, imposing or collecting any fine, barring such person from attending general meetings or special meetings of the Association Board, restraining such person from having personal contact with certain Members or persons sitting on the Association Board, Association employees or agents of Association and for reimbursement for all attorneys' fees and costs incurred by the Association as a result of, or, arising from or relating to, such person's abusive, offensive or harassing speech or conduct.

8 **Trespass.** If any 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 attempt or materially disrupts a general meeting or a special meeting of the Association Board, or, otherwise engages in abusive, offensive or harassing language or conduct upon the Association Common Properties nothing in these Rules and Regulations will prohibit the Association from instructing such person to cease such conduct, and, in the event such conduct does not cease, instructing such person to vacate the Common Property, or, otherwise contacting the Berkeley Township Police Department to have such person charged and/or arrested for trespassing or otherwise violating any New Jersey statute or municipal ordinance.

9. **Hearing.** Excluding exigent circumstances, before imposing any sanctions, notice of the violation and proposed penalty will be sent to the offending Lot Owners, Homeowners, Members, and, to the extent known and/or possible, 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, setting forth the time, date, place and nature of the violation, and, offering such persons to first engage in alternative dispute resolution.

If the offending 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 do not request alternative dispute resolution, the sanctions contained in the notice of violation will be automatically imposed by the Association.

10. Guests And Tenants To Comply With This Resolution. All Lot Owners, Homeowners and Members must insure that 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 comply with the Association Declaration Of Restrictive And Protective Covenants, By-Laws and Rules And Regulations, including this Resolution.

All 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 shall be subject to the enforcement provisions contained in the Association Declaration Of Restrictive And Protective Covenants, By-Laws and Rules and Regulations, including this Resolution.

All Lot Owners, Homeowners and Members shall be jointly and severally liable and responsible to pay for all fines, charges, fees, including attorneys' fees and costs incurred by Association arising from violations of this Resolution by their respective

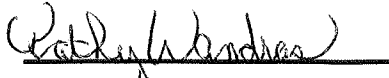
tenants, guests, occupants, licensees, servants, agents, employees and any other person or persons who shall be permitted to use the Property and/or the Common Property and/or facilities of the Association.

NOTICE AND RECORDING. The Association is authorized and directed to circulate a copy of this Resolution to all Association Lot Owners, Homeowners and Members.

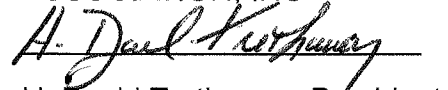
The Board also authorizes and directs its legal counsel to arrange for recordation of a copy of this Resolution with the Ocean County Register's Office in order to establish the recording of this Resolution in the chain of title of each Lot Owner, the Property and the Common Property.

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ATTEST:


Kathy Wandras, Secretary

SONATA BAY HOMEOWNERS'
ASSOCIATION, INC


H. David Trethaway, President

State of New Jersey

County of Ocean

I certify that on this 12th day of November, 2024,
Kathy Wandras personally came before me and this
person acknowledged under oath, to my satisfaction, that:

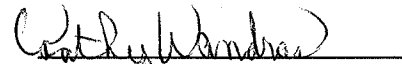
(a) this person is the Secretary of the Sonata Bay Club Homeowners' Association, Inc. (the "Corporation"), a corporation of the State of New Jersey, named in this document;

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

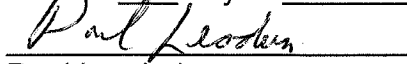
(c) this document was signed and delivered by the Corporation as its voluntary act and deed by virtue of authority from its Board of Trustees (the "Board");

(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

Record and Return to:

Paul Leodori, Esq.

Boudwin Ross Roy Leodori, PC
10000 Midlantic Drive Suite 100E
Mt. Laurel, New Jersey 08054