

THE LAW OFFICES OF
JUDITH A. FALLAT

MEMBER NJ AND NY BAR

JAMES F. KANE, OF COUNSEL
CERTIFIED BY THE SUPREME COURT OF NEW JERSEY
AS A CIVIL TRIAL COUNSEL ATTORNEY
MEMBER NJ AND CA BAR



February 4, 2020

Samantha Regner
Matrix Property Management Group
50-C Main Street
Succasunna, NJ 07876

Re: Overlook Village Condominium Owners' Association
Special Resolution related to Approved Paint Colors and Painting of Exterior
Unit Front Doors

Dear Samantha:

Enclosed please find recorded Special Resolution related to Approved Paint Colors and
Painting of Exterior Unit Front Doors for your files.

Very truly yours,

Judith A. Fallat

File 8003
JAF/jee
Encl.
Via Email Only

92 BROADWAY, SUITE 201, DENVILLE, NJ 07834
PHONE: 973-586-2120 FAX: 973-586-2135
WWW.FALLATLAW.NET INFO@FALLATLAW.NET

Morris County Recording Cover Sheet



Honorable Ann F. Grossi, Esq.
Morris County Clerk

MORRIS COUNTY, NEW JERSEY
ANN F. GROSSI, COUNTY CLERK
AMND-OR BOOK 23702 PG 19
RECORDED 01/28/2020 09:19:30
FILE NUMBER 2020005634
RCPT #: 1509159; RECD BY: ASiconolfi
RECORDING FEES \$80.00

Official Use Only - Realty Transfer Fee

Official Use Only - Barcode

Date of Document: November 12, 2019	Type of Document: Special Resolution
First Party Name: Overlook Village Condominium Owners' Association, Inc.	Second Party Name:
Additional Parties:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

Block:	Lot:
Municipality:	
Consideration:	
Mailing Address of Grantee:	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOK & PAGE INFORMATION FOR AN
ASSIGNMENT, RELEASE, OR SATISFACTION OF A MORTGAGE OR AN AGREEMENT RESPECTING A MORTGAGE

Original Book: 2455	Original Page: 618
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MORRIS COUNTY RECORDING COVER SHEET

Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

WARNING: Information contained on the Recording Cover Sheet must exactly match the information within the attached document or the document will be rejected and returned.

6

Prepared By:

Master Deed Recorded May 19, 1978
Book 2455, Page 618


JUDITH A. FALLAT, ESQ.

OVERLOOK VILLAGE CONDOMINIUM OWNERS' ASSOCIATION, INC.

SPECIAL RESOLUTION

**RELATED TO APPROVED PAINT COLORS AND
PAINTING OF EXTERIOR UNIT FRONT DOORS**

WHEREAS, pursuant to the Association's By-Laws the 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 Certification of Incorporation, the Master Deed, (the) By-Laws, and by law; and

WHEREAS, the Governing Documents of the Overlook Village Condominium Owners' Association, Inc. empower the Board to promulgate rules and regulations for the health, benefit and welfare of all members of the Overlook Village Condominium Association, Inc.; and

WHEREAS, the Association previously assumed the responsibility for the cyclical exterior painting of unit doors with Benjamin Moore PM 24 Tudor Brown as the approved uniform color; and

WHEREAS, the Board recognizes the desire of individual owners to be permitted to paint their exterior front unit doors an alternate approved color; and

WHEREAS, the Board has approved additional exterior front door paint colors with which owners may elect to paint their exterior unit front doors provided the owner assumes responsibility for painting the door thereafter.

NOW, THEREFORE, BE IT RESOLVED THAT the following policy regarding painting of exterior unit front doors with alternate approved colors by unit owners is hereby adopted:

1. The Association currently paints the exterior unit front doors with Benjamin Moore PM 24 Tudor Brown on a rotating basis and will continue to do so.

2. Unit owners may elect at any time to paint their exterior unit front doors with the following approved alternate colors:

Benjamin Moore: PM1018 Shabby Chic (Taupe)
 PM510 Springfield Sage
 PM16 Country Redwood

3. In the event a unit owner chooses to paint the exterior front door to the unit with an approved alternate color, the unit owner and his or her successor in title will be responsible for all future painting of the door.

4. In the event the unit owner chooses to paint the exterior unit front door with an alternate color, the owner must first notify the Association and execute a Declaration of Maintenance Obligation And Covenant To Run With The Land in the form attached hereto. The unit owner will be responsible for all associated costs for the recording of the Declaration of Maintenance.

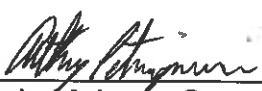
5. All exterior unit front door painting performed by a unit owner must be done in a good workmanlike manner in accordance with industry standards. All work remains subject to inspection and approval by the Association.

6. In the event an exterior front unit door for which the unit owner has assumed responsibility requires repainting for any reason, the owner must repaint the door within 45 days of receipt of notice from the Association. In the event an owner fails to perform the work in the time required, the Association has the option of assessing a continuing daily fine against the owner until the door is repainted or repainting the door and charging the owner for the cost of same.


I hereby certify that the foregoing was duly adopted at a regular meeting of the Governing Board of the Overlook Village Condominium Owners' Association, Inc. held on November 12, 2019.

ATTEST:

OVERLOOK VILLAGE OWNERS'
CONDOMINIUM ASSOCIATION, INC.



Tamela Mehesy, Secretary

By: 

Nancy Hess, President

STATE OF NEW JERSEY :
:SS
COUNTY OF MORRIS:

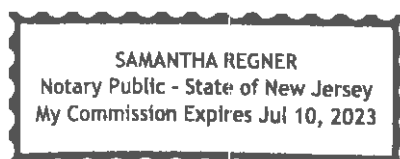
I CERTIFY that on November 12, 2019, Tamela Mehesy personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Secretary of the Overlook Village Condominium Owners' Association, Inc. the corporation named in the attached document;

(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is Nancy Hess, President of the corporation;

(c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;

(d) this person signed this proof to attest to the truth of these facts.





A Notary Public of New Jersey

Record & Return to:
Judith A. Fallat, Esq.
92 Broadway, Suite 201
Denville, NJ 07834
(973) 586-2120

Unit Deed Recorded:
Book Page

Prepared By:

Return to : Judith A.Fallat, Esq.
92 Broadway, Suite 201
Denville, NJ 07834

**DECLARATION OF MAINTENANCE OBLIGATION AND COVENANT
TO RUN WITH THE LAND**

OVERLOOK VILLAGE CONDOMINIUM OWNERS' ASSOCIATION, INC.
Morris County, New Jersey

(Unit Owner(s)),

his successors, heirs, and assigns (the "Owner").

Identification of the Property: Block , Lot , on the tax maps of the Borough of Wharton, Morris County, New Jersey (the "Unit") in the Overlook Village Condominium Association commonly known as , Wharton, New Jersey. The undersigned Owner represents that Owner is the only owner of the Lot described in this Declaration and that the Lot was conveyed to the undersigned by Deed from grantor and , recorded in the Morris County Clerk's Office on , in Deed Book , Page . The term "Owner" as used herein shall refer to all Grantees on the Deed to the Lot.

THIS DECLARATION AND COVENANT TO RUN WITH THE LAND (the "Declaration") is made by and between (the "Owner"), having an address at , Wharton, New Jersey and **OVERLOOK VILLAGE CONDOMINIUM OWNERS' ASSOCIATION, INC.** (the "Association") having an address c/o Matrix Property Group, 50-C Main Street, Succasunna, NJ 07876.

P R E A M B L E

- A. The Owner has elected to paint the front exterior unit door with a paint color approved by the Association.
- B. The Association is the entity responsible for the operation and administration of the Property, and has requested Owner to execute and deliver to the Association this Instrument as a condition precedent to the granting of said permission.
- C. The Association is willing to permit the owner to paint the front exterior unit door subject to and conditioned upon the stipulations and agreements set forth in this Declaration. These terms and conditions are intended to be binding on the successors, heirs and assigns of the Owner.

NOW, THEREFORE, in order to induce the Association to consent to the performance of work, the Owner agrees as follows:

1. It is expressly understood and agreed that this instrument shall be binding upon Owner, and also heirs, successors in interest or assigns of Owner, and shall be a condition implied in any conveyance or other instrument affecting title of the aforesaid Unit.
2. Owner assumes all responsibility for procuring, buying and/or obtaining all materials necessary to the painting of the exterior unit front door.
3. The Owner represents that all work will be performed in a good and workmanlike manner, consistent with good painting industry practices. The painting of the door will not interfere with the right of any other owner to peaceful enjoyment of their property.
4. Prior to commencing work, Owner must produce valid certificates of acceptable insurance

coverage for comprehensive property and personal injury liability. "Acceptable" as used in this paragraph shall be determined at the sole discretion of the Association, and shall mean insurance written by a reputable insurance company, which company is licensed to conduct such insurance business in the State of New Jersey, and providing for adequate amounts of coverage to be ascertained in the sole discretion of the Association.

This paragraph shall require the Owner to include in the insurance certificates a provision that the Association is entitled to 10 days' advanced notice of any cancellation of the policy.

This paragraph shall not be construed or deemed to waive any rights the Association may otherwise have, nor any causes of action the Association may have against the Owner.

This paragraph shall not be construed or deemed to in any way limit any liability of the Owner to the Association.

5. The Owner is responsible for the future maintenance of the exterior unit front door. The paint is to be maintained in a sound, clean and sightly condition. If, following written notice from the Association the Owner fails to maintain the exterior unit door paint, the Association may (but will not be obligated to) perform the maintenance, or repair work and restore the affected area to a sound condition. The Owner is responsible for all costs and expenses incurred by the Association in connection with such maintenance or restoration and said expense will be collectible by the Association in the same manner as a Common Expense Assessment. The foregoing is not intended to limit any other remedies available to the Association pursuant to the governing documents of the Association, or any other applicable rules, regulations, or documents.

6. Any consequential damages caused to the common areas of the Association or to any other Unit resulting from the painting of the exterior unit front door will be the sole responsibility of the Owner.

7. Owner, his heirs, successors, or assigns agrees to defend, indemnify and hold harmless the Association, its Directors, officers, agents, servants and employees, and its heirs, successors, or assigns, and to assume all liability for death, or injury to any persons and all liability for loss, damage, or injury to any property arising from the painting of or assumption of responsibility for painting the exterior front door to the unit, including costs, attorney's fees, and other expenses incurred by the Association in defending any such claim. The amount of such indemnity, until satisfied, shall constitute a lien on the Unit.

8. Owner agrees to be solely responsible for all future painting of the exterior unit front door. Owner will only paint the exterior unit front door with a paint color, brand, and type approved by the Association.

9. The Owner shall not commence painting of the exterior unit front door until owner has received written approval from the Association.

WITNESS WHEREOF, this Declaration has been executed as of the day of 20.

WITNESS:

_____, Owner

_____, Owner

**OVERLOOK VILLAGE OWNERS'
CONDOMINIUM ASSOCIATION, INC.**

ATTEST:

By: _____
_____, President

_____, Secretary

88:
COUNTY OF MORRIS)

20 , before me, the subscriber, a notary

A Notary Public Of New Jersey

ss:
COUNTY OF MORRIS }

Secretary

A Notary Public of New Jersey