



Joanne Rajoppi, Union County Clerk
 Union County, New Jersey
 Recording Data Cover Page
 Pursuant to N.J.S.A. 46:26A-5



Received & Recorded
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 10/16/2019 9:00
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 County Clerk
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Deed-1
 Inst# **318123** Pgs-5
 Consider. .00
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Official Use Only

Date of Document 09/25/2019) 10-1-19	Type of Document Deed.
First Party Name The Higlands at Berkeley Heights Condominium Association, Inc.	Second Party Name
Additional First Parties	Additional Second Parties

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

Block	Lot
Municipality	Consideration
Mailing Address of Grantee	

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

Original Book	Original Page
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UNION COUNTY, NEW JERSEY RECORDING DATA PAGE

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 Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.
 Forms available at clerk.ucnj.org

DB6343 0854

Prepared by: Carole R
Caroline Record, Esq.

**THE HIGHLANDS at BERKELEY HEIGHTS CONDOMINIUM ASSOCIATION, INC.
(the "Association")**

**RESOLUTION REQUIRING OWNERS TO OBTAIN UNIT
("HO-6") INSURANCE COVERAGE**

PREAMBLE

A. The Master Deed of The Highlands at Berkeley Heights Condominium Association, Inc. (the "Master Deed") was recorded in the Union County Clerk's office on January 20, 1993 in Deed Book 3920 at page 60 et seq.

B. The By-Laws of The Highlands at Berkeley Heights Condominium Association, Inc. (the "By-Laws") were recorded in the Union County Clerk's office as Exhibit E to the Master Deed.

C. The Master Deed does not require the Association to insure any Unit components which are the responsibility of any Unit Owner. Article V, Section 5.02(f) of the Bylaws permits the Unit Owners to obtain and maintain appropriate insurance on their own account and for their own benefit, provided such policies contain waivers of subrogation and do not affect or diminish the Association's insurance coverage.

D. Section 8.01 and Section 11.04 of the Master Deed require each Unit Owner to maintain, repair and replace any damaged Unit components.

E. The Board of Directors (the "Board") has determined that it is more equitable and appropriate to require Unit Owners to maintain HO-6 coverage so that Unit components can be replaced in the event of a loss.

F. This Resolution was duly introduced and thereafter adopted pursuant to the terms and conditions of the Governing Documents.

NOW, THEREFORE, BE IT RESOLVED on September 25, 2019 as follows:

1. **Capitalized Terms.** Unless specifically defined otherwise, all capitalized terms used in this Resolution have the same meaning as defined in the Governing Documents of the Association.

2. **H0-6 Coverage Required.** Each Unit Owner is required to obtain an insurance policy (typically referred to an "H0-6" policy) to cover, among other claims and losses, the Unit Owners' liability for injury to persons, damage to personal property, Unit upgrades, betterments or improvements above and beyond the Association's coverage, temporary living expenses, and loss assessment coverage covering responsibility for Association casualty (property) insurance deductibles.

3. **Submission of HO-6 Certificate of Insurance.** Each Unit Owner is required, not less than thirty (30) days following the renewal of the Unit Owner's H0-6 insurance policy (and, in no event, less than annually), or upon not less than seven (7) days' notice from the Association, to provide a copy of the its Certificate of Insurance indicating the types and amounts of casualty and liability insurance coverage and deductibles being maintained by the Unit Owner from time to time. If a Unit Owner fails to maintain the HO-6 coverage outlined in this Resolution or fails to notify the Association and provide adequate proof of such coverage, then the Association may, in its discretion and, upon not less than seven (7) days' notice to the Unit Owner, obtain such insurance coverage at the cost and expense of the Unit Owner with such cost and expense to be treated and collectible in the same manner as any unpaid Common Expense. This shall not, however, be deemed to obligate the Association to obtain such insurance coverage. In addition, the Association may impose a fine up to \$100.00 for every thirty (30) day period during which such HO-6 insurance policy is not obtained. This paragraph shall not be deemed to limit or waive any rights or remedies available to the Association pursuant to the Governing Documents.

4. **Review of Owner Coverage.** Unit Owners are advised to review their casualty insurance policies covering their respective Units and are urged to consult with their insurance agents and/or carriers concerning this Resolution and the appropriate amounts and types of insurance coverage and deductibles. Unit Owners are also advised to consult with the Association and/or its insurance agent in order to determine, from time to time, the amount of the casualty insurance coverage deductibles being maintained by the Association and are advised that these deductible amounts may change from time to time.

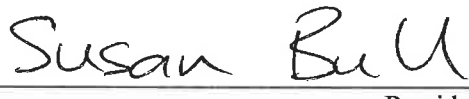
5. **Notice and Recording.** This Resolution shall be effective as of the 25th day of September 2019. The Association's attorney is authorized and directed to record this Resolution in the Union County Clerk's Office. The Union County Clerk is also authorized, requested, and directed to note, in the margin (and/or such other appropriate place) on the Master Deed reference to this Resolution (and to any other amendment or resolution pertaining thereto) which has been adopted in accordance with the terms of the Governing Documents.

6. **Distribution to Members.** A copy and/or summary of this Resolution shall be provided to all Unit Owners (via inclusion in the newsletter, via e-mail, or otherwise). In addition, upon request, a copy of this Resolution shall be provided to all Unit Owners and shall be included or summarized in any new Unit Owner informational booklets or similar printed or electronic material. (However, failure to provide a copy or to include or summarize the information shall not modify, void or otherwise diminish the terms and enforceability of this Resolution.)

ATTEST:

**THE HIGHLANDS at BERKELEY HEIGHTS
CONDOMINIUM ASSOCIATION, INC.**


_____, Secretary
Linda Saverino

By: 
_____, President
Susan Bull

STATE OF NEW JERSEY }
 } SS.
 COUNTY OF UNION }

I CERTIFY that on October 1, 2019, Linda Savarino personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Secretary of THE HIGHLANDS at BERKELEY HEIGHTS CONDOMINIUM ASSOCIATION, INC., a nonprofit 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 Susan Bull, the President of the corporation;
- (c) this person knows the proper corporate seal of the corporation and the proper corporate seal was affixed;
- (d) this document was signed and delivered by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors; and
- (e) this person signed this acknowledgment to attest to the truth of these facts.
- (f) this Resolution was duly introduced and was thereafter adopted at a regular scheduled meeting of the Board of Directors, at which a quorum was present, by a majority vote of the members of the Board of Directors eligible to vote on this matter.

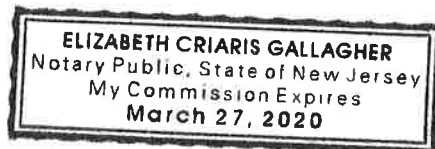
Linda Savarino
 Linda Savarino, Secretary

Signed and sworn to before me on October 1, 2019.

Elizabeth Ciaris Gallagher
 Notary Public

END OF DOCUMENT

CHECK



Record & Return To:
Caroline Record, Esq.
Hill Wallack, LLP
240 Cedar Knolls Road, Suite 209
Cedar Knolls, NJ 07927

HILL WALLACK LLP
 240 CEDAR KNOLLS RD
 STE 209
 CEDAR KNOLLS

Inst.#
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