

Prepared by: _____
HUBERT C. CUTOLO

WHARFSIDE MANOR CONDOMINIUM ASSOCIATION (“ASSOCIATION”)
RESOLUTION PERTAINING TO PARKING AND TOWING

WHEREAS, the Association was established and exists by virtue of the New Jersey Condominium Act, N.J.S.A. 46:8B-1 et seq. and by virtue of a certain Master Deed recorded April 18, 1983 in the Office of the Clerk of Monmouth County in Deed Book 4401, Page 437, *et seq.*, as amended on April 10, 1984, recorded in Deed Book 4471, Page 543 *et. seq.* (the “Master Deed”);

WHEREAS, at the Association’s _____, 2025 Board meeting, a quorum of the Association’s Board of Trustees (the “Board”) was present and the Board passed the Resolution Pertaining to Parking and Towing, which is attached hereto as Exhibit A;

WHEREAS, the Board has determined that it is in the Association’s best interests to have the Resolution Pertaining to Parking and Towing and to have such Resolution recorded in the Monmouth County Clerk’s Office;

NOW THEREFORE, the Association hereby submits the Resolution Pertaining to Parking and Towing, which is attached hereto and incorporated herein as Exhibit A, for recordation in the Office of the Clerk of Monmouth County.

WHARFSIDE MANOR CONDOMINIUM ASSOCIATION, INC.

By: _____, Secretary

EXHIBIT A
(Attached Resolution Pertaining to Parking and Towing)

WHARFSIDE MANOR CONDOMINIUM ASSOCIATION ("ASSOCIATION")
RESOLUTION PERTAINING TO PARKING AND TOWING

WHEREAS, the Association was established and exists by virtue of the New Jersey Condominium Act, N.J.S.A. 46:8B-1 *et seq.* and by virtue of a certain Master Deed recorded April 18, 1983 in the Office of the Clerk of Monmouth County in Deed Book 4401, Page 437, *et seq.*, as amended on April 10, 1984, recorded in Deed Book 4471, Page 543 *et. seq.* (the "Master Deed");

WHEREAS, Article 5(A)(d) of the Master Deed provides that the General Common Elements shall include, but not be limited to, "[t]he parking spaces as shown on Exhibit D; provided however, that each Unit Owner shall be assigned the right to the exclusive use of at least one parking space within the Condominium by the Board of Trustees of the Association, in accordance with the applicable rules and regulations of the Association, for each Unit which the Unit Owner owns without any consideration other than the purchase price of the Unit. The Unit Owner's right to use his assigned parking place shall be appurtenant to his Unit and shall terminate upon the conveyance of title to such Unit and

WHEREAS, Article 5(A)(c) of the Master Deed defines the private driveways appurtenant to the units as common elements; and

WHEREAS, Article 7 of the Master Deed provides that, pursuant to the requirements of the Condominium Act of the State of New Jersey, the Association is hereby designated as the form of administration of the Condominium and the said Association is hereby vested with the rights, powers, privileges and duties necessary to or incidental to the proper administration of the Condominium. The said Association shall also be empowered to exercise any of the rights, powers, privileges or duties, which may, from time to time, be established by law or which may be delegated to it by the owner or co-owners of Units in the Condominium and

WHEREAS, Article IV, Section 3 of the By-Laws and Section 8 of the Declaration of Restrictive and Protective Covenants provide that each owner is obligated to remit his or her proportionate share of the common area expenses of the Association when required; and

WHEREAS, Article IV, Section 1 of the By-Laws provides that the affairs of the Association shall be governed by a Board of Trustees and

WHEREAS, Article IV, Section 11 of the By-Laws provides that each member shall comply strictly with these By-laws and with the rules and regulations adopted pursuant hereto, as either of the same may be lawfully amended from time to time with the covenants, conditions and restrictions set forth in the Master Deed and in the Deed to his Unit and

WHEREAS, Article VI, Section 14 of the Association's By-Laws provides that the Board of Trustees shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the operation and maintenance of the Condominium and may do or cause to be done all such other lawful acts and things as are not by law, by these By-Laws or otherwise, directed or required to be done or exercised by members of the Association or owners of units, or by others and

WHEREAS, Article VI, Section 14(P) of the Association's By-Laws empowers the Board to establish and enforce rules and regulations for parking by and the assignment of parking spaces to Unit Owners, subject to the provisions of the Master Deed, Articles of Incorporation and these By-Laws and

WHEREAS, Article VI, Section 14(Q) of the Association's By-Laws empowers the Board to make and enforce compliance with such reasonable rules and regulations relative to the operation, use and occupancy of the Units, common elements and Association facilities, and to amend same from time to time, as when approved by appropriate resolutions, shall be binding on the owners and occupants of units, their successors in title and assign and

WHEREAS, Article XVII, Section 1(b) of the By-Laws provides that in order to secure compliance with the within By-laws of the Association and the Rules and Regulations as adopted by the Board of Trustees of the Association, the following powers and procedures are hereby granted to the Board of Trustees as additional powers of enforcement of said By-laws, Rules and Regulations (b) Disciplinary action authorized hereunder may consist of any or all of the following: (i) A fine not to exceed \$100 per day for each breach of By-law, Rules or Regulation. (ii) Suspension of the right to use any of the community facilities operated or managed by the Association for a period not to exceed 30 days for each such breach and

WHEREAS, the Board deems it necessary and desirable to impose a policy regarding parking and towing of vehicles within the Association.

NOW, THEREFORE, BE IT RESOLVED THAT the Board has found it necessary to incorporate the authorities of the By-Laws and the Master Deed to adopt the following Rules and Regulations pertaining to Parking and Towing:

1. Owners, tenants and/or occupants shall be required within fifteen (15) days of the approval and notice of this resolution to register with the Association all permitted vehicles owned, leased, or used by the Owners, tenants and/or occupants that are brought onto Association property, using the Census Form attached hereto as Exhibit A. Such registration must be delivered to the Association's managing office, and must contain the following information: (i) name of Owner, tenant and/or occupant, who either owns, leases, or uses any permitted vehicle; (ii) make, model, color, license plate.
2. Any vehicle owned, leased, or used by the Owners, tenants and/or occupants that is not registered with the Association within thirty (30) days of the approval and notice of this Resolution shall be deemed to be in violation of these Rules and Regulations and shall be towed pursuant to the provisions herein.
3. Each one bedroom unit shall receive one red parking hanging tag for a reserved parking space, one green parking hanging tag for an unreserved parking space, and two yellow parking hanging tags for guests. Each two bedroom unit shall receive one red parking hanging tag for a reserved parking space, two green parking hanging tag for an unreserved parking space, and two yellow parking hanging tags for guests.

4. Any vehicle displaying a visitor tag for longer than (4) days must be reported to the management company or is subject to fines and/or towing.
5. All vehicles parked within the Common Elements must be in operable condition, have a current State registration, current license plates, and current inspection stickers. Any vehicle not in conformance with the above and remaining in the same location for seventy-two (72) hours or more shall be towed pursuant to the provisions herein.
6. With the exception of changing a flat tire or washing and waxing a vehicle, no other type of vehicle maintenance is permitted.
7. Any vehicle improperly parked in the following areas shall be in violation and subject to being towed in accordance with the provisions of this Resolution and/or immediately towed if this represents a potential safety concern:
 - (a) Without authorization in a handicapped parking space;
 - (b) In a Reserved or Marina spot without displaying a proper parking pass
 - (c) In a fire zone;
 - (d) In Right of Ways;
 - (e) Other areas designated as "No Parking";
 - (f) On lawn or landscaped areas;
 - (g) In emergency areas;
 - (h) In front of dumpster areas
8. All parking shall be within the lines designating individual parking spaces, the front and rear of the vehicle shall not extend beyond the end of said lines.
9. In no event shall the following vehicles or equipment be parked, stored, housed or on the Association's property:
 - a. Any vehicle not registered as belonging to a resident (owner or tenant)
 - b. Trailers of any type
 - c. Tractor truck, whether commercial or unregistered
 - d. Mobile home
 - e. Dirt bikes, ATVs or recreational vehicles
 - f. Boats or trailers of any type
 - g. Abandoned, damaged, disabled or unregistered vehicles of any type
 - h. Any vehicle evidencing combustible fluid leaks
 - i. Commercially licensed vehicles are limited to Class 1 and 2 (GVWR <10,000 lbs.) and must not have exposed tools or materials.
10. Any vehicles in violation of the Governing Documents and/or the Rules and Regulations shall be subject to fines pursuant to the Association's Resolution Regarding Fines
11. Fines shall be levied against the Unit Owner for parking violations caused by the owners, their guests, visitors, occupants and/or tenants.

12. Prior to levying any fine pursuant to this Resolution, the Association shall provide the Unit Owner, occupant or tenant one (1) written warning notice citing the violation or place such notice upon the vehicle if the vehicle's owner cannot be immediately determined. If the violation persists for more than seventy-two (72) hours, or if any violation occurs at any time thereafter, the Association shall have the right to levy fines in accordance with the Association's Resolution Regarding Fines.
13. Parking is a privilege. If a unit owner is delinquent in the payment of any assessment to the Association for more than sixty (60) days, the Association shall send correspondence to the delinquent unit owner advising of same and advising that the unit owner(s), any tenant(s) residing in the unit and/or their guest(s) shall have their parking privileges revoked and the unit owner(s), any tenant(s) and/or their guest(s) shall not be entitled to park on Association property if the delinquency is not remedied in thirty (30) days. The correspondence shall also provide that the delinquent unit may request a hearing within ten (10) days and if no request is timely received by the Association, same is deemed waived.
14. If the delinquency is not remedied within thirty (30) days and a hearing is not requested pursuant to the correspondence described in paragraph 11, above, the Association shall tow the vehicle of the unit owner(s), any tenant(s) and/or their guest(s). Notwithstanding the above, the Association may exercise all rights and remedies available to it at law, in equity and/or pursuant to the Governing Documents.
15. All vehicles in violation of the Master Deed, By-Laws, this Parking and Towing Resolution or any other Rules and Regulations shall be subject to towing pursuant to the Predatory Towing Prevention Act, N.J.S.A. 56:13-7, et seq., ("Towing Act"), unless otherwise noted. A company engaged by the Association shall be authorized, upon written authorization from the Association's managing agent or a member of the Board, to tow any prohibited vehicle or any vehicle that is parked improperly, in violation of this Resolution. The Association shall comply with the Towing Act.
16. Prior to the towing of any vehicle, the Association shall deliver to the Unit Owner, occupant or tenant, one (1) written warning notice or place such notice upon the vehicle if the vehicle's owner cannot be immediately determined. If the violation persists for more than four (4) days, or if any violation occurs at any time thereafter, the Association shall have the right to tow such vehicle without further notice.
17. Owners, tenants and/or occupants shall be responsible for their guests and any towing charges as a result of their guest parking in violation of this Resolution or for the towing of vehicles that are not properly registered with the Association pursuant to the terms of this Resolution.
18. All expenses incurred for the towing and/or storage of any vehicle from the Association's property will be the sole responsibility of the owner of the towed vehicle or the Owner/tenant in violation of this resolution.

19. Nothing contained in this Resolution shall prevent emergency vehicles (e.g., police fire, EMT, homeland security, etc.) from parking upon the Property while in the performance of official duties; or if such emergency is used by a Unit Owner or resident in the performance of twenty-four (24) hour/seven (7) days a week on-call emergency responses.
20. The previously recorded Resolution Regarding Parking and Towing in the Monmouth Clerk's Office in Deed Book OR-9126 Page 1348, *et seq.* on August 10, 2015 is hereby superseded in its entirety.
21. Notwithstanding any of the above, the Association may exercise all rights and remedies available to it at law, in equity and/or pursuant to the Master Deed, By-Laws, and Rules and Regulations of the Association.
22. If any provision herein is determined to be invalid, the remaining provisions shall remain in full force and effect.
23. Any provision contained within any previously adopted resolution of the Association, which conflicts with any provisions set forth herein, shall be deemed void and the provision contained herein shall govern.

EXHIBIT B

(Attached: Wharfside Manor Census form)

WHARFSIDE MANOR CONDOMINIUM ASSOCIATION, INC.

C/o East Coast-Ideal Property Management Co.
P.O. Box 730
Oakhurst, NJ 07755
Voice (732) 751-1991
<https://www.ecipropertymanagement.com/>

CENSUS FORM

**IF OWNER IS AN LLC OR COMPANY, PLEASE PROVIDE NAMES OF ALL
MEMBERS/OWNERS:**

OWNERS NAME: _____

YOUR WHARFSIDE MANOR INFORMATION:

ADDRESS: _____

MAILING ADDRESS: _____
(if different from above)

HOME TELEPHONE: _____

WORK PHONE: _____

CELL: _____

EMAIL: _____

EMAIL 2: _____

VEHICLES, BICYCLES, FOB NUMBERS OF THOSE INHABITING THE UNIT

VEHICLE 1:

MAKE: _____ MODEL: _____

COLOR: _____ OWNER: TENANT:

LICENSE PLATE: _____
(State & Number)

VEHICLE 2:

MAKE: _____ MODEL: _____

COLOR: _____ OWNER: TENANT: LICENSE PLATE: _____
(State & Number)**VEHICLE 3:**

MAKE: _____ MODEL: _____

COLOR: _____ OWNER: TENANT: LICENSE PLATE: _____
(State & Number)**BICYCLE 1:**

MAKE: _____ MODEL: _____

COLOR: _____

WHEELS: _____
(two wheel or three-wheel bike)**BICYCLE 2:**

MAKE: _____ MODEL: _____

COLOR: _____

WHEELS: _____
(two wheel or three-wheel bike)**BICYCLE 3:**

MAKE: _____ MODEL: _____

COLOR: _____

WHEELS: _____
(two wheel or three-wheel bike)

FOB 1:

NUMBER: _____

FOB 2:

NUMBER: _____

EMERGENCY CONTACT INFORMATION: (Please provide any Emergency contacts you deem necessary)

CONTACT PERSON: _____

WORK PHONE: _____

CELL PHONE: _____

EMAIL ADDRESS: _____

NUMBER OF INHABITANTS: _____

***** ALL OWNERS WHO RENT THEIR UNIT MUST INCLUDE A COPY OF THE
CURRENT YEAR'S LEASE *****

TENANT INFORMATION: (If Applicable)

LEASE DATES: _____

NAME: _____

TELEPHONE: _____

CELL: _____

EMAIL ADDRESS: _____

*****NOTE: ALL INFORMATION, INCLUSIVE OF VEHICLE, BYCYCLE, FOB INFORMATION
MUST BE ACCURATE AS IT WILL BE UTILIZED FOR FUTURE MONITORING. *****

EXHIBIT C

(Attached: WMCA Parking Tag Distribution Letter 2025)

Wharfside Manor Parking Tag Distribution - 2025

We've created a single, streamlined Census form that collects all required information for resident verification, parking and towing enforcement, rental compliance, and the proper use of common elements — including parking areas.

Census Information

The Census captured vehicle details of Unit Owners and their Tenants (complying with the Bylaws and Resolutions).

- Make
- Model
- Color
- License Plate

Parking Tag System

The WMCA Bylaws provide each unit access to one (1) parking space. Previous Resolutions have created the tag system we should be familiar with.

- Red (Reserved Parking) – One (1) per unit
- Green (Non-Reserved Parking)
 - 1-bed units get one (1)
 - 2-bed units get two (2)
- Yellow (Visitor) – Two (2) per unit, designated visitor spaces only

We are now deploying a new Tag System, where each tag is uniquely numbered and recorded as assigned to a specific unit, based on the Census information.

Note: Interchanging Red & Green tags amongst Neighbors, Tenants, etc. is not permitted.

Any requests for new tags will be considered on a replacement basis only and must include detailed information about the tag it is replacing. The retired tag will then be removed from the Census database and will no longer valid.

Parking Enforcement:

- Parking Enforcement will be consistent with the Bylaws and Resolutions, including the Parking and Renter Resolutions, which are available on the Management Company Web Portal.
- Owners, Renters, and Guests must park in the proper designated areas.
- Tags must be displayed for easy visibility at all times (e.g., review mirror, dashboard)
- Owners whose guests' vehicles will be parked on the property with Yellow tags for more than four (4) days are required to report the guest vehicle information (above) to the management company in advance.
- The parking lot will be monitored for violations.
 - Tag and vehicle information will be checked against the Census database.
 - Vehicles found to be in violation will receive a notice and fines.
 - Any vehicle in violation of the Policy for four (4) days will be subject to fines and towing at the vehicle owner's expense.
- Unit Owners are responsible for their Renters and Guests

Next steps

We will monitor this Policy for gaps and pass an updated Parking Resolution later this year.

WHARFSIDE MANOR CONDOMINIUM ASSOCIATION ("ASSOCIATION")

Resolution Pertaining to Parking and Towing

This Resolution was duly adopted at a meeting of the Board of Trustees of Wharfside Manor Condominium Association, Inc. held this _____ day of _____, 2025.

, President

Dated: _____, 2020

Attest:

Secretary

Dated: _____, 2020

File:

Book of Minutes:

Book of Resolutions:

Book No

Page No.

Policy

Policy Administrative

—

Administrative Special

**Special
General**

—

Resolution Effective: 2020

STATE OF NEW JERSEY }
 } SS.:
COUNTY OF _____ }

I CERTIFY that on _____, 2025 _____ personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Secretary of Wharfside Manor Condominium Association, Inc., a nonprofit corporation of the State of New Jersey, named in this document;
- (b) this document was signed and delivered by the corporation as its voluntary act and deed by virtue of authority from its Board of Trustees;
- (c) this person signed this acknowledgment to attest to the truth of these facts; and
- (d) this Resolution was duly introduced and was thereafter adopted at a regular scheduled meeting of the Board of Trustees at which a quorum was present, by a majority vote of the members of the Board of Trustees eligible to vote on this matter.

, Secretary

Signed and sworn to before me this _____
Day of _____, 2025.

RECORD AND RETURN TO:
Cutolo Barros LLC
46-50 Throckmorton Street
Freehold, New Jersey 07728
Attn: Hubert C. Cutolo, Esq.