

Administrative Resolution # 1
Assessment Collection Procedure
December 1, 1990 - Revised July 26, 1999, November 30, 2007, August 11, 2014

WHEREAS, Article V of the New Jersey Condominium Act gives the board of directors the duty and power to establish and collect assessments; and

WHEREAS, Article V of the same Act provides that all charges and interest charged become a lien from the time they are assessed and;

WHEREAS, Article 7 of the Master Deed further provides that the board of directors establishes an annual assessment, payable in installments, that late fees may be assessed, and that each unit owner, by acceptance of the deed, is obligated to pay assessments; and

WHEREAS, the same Article 7 outlines the means available to the board of directors to collect assessments which remain unpaid; the board of directors establishes the following by-law as of 12/1/90:

- 1) The annual assessment for common expenses shall be divided into twelve equal monthly installments called condominium fees, rounded to the nearest dollar.
- 2) Each monthly condominium fee is to be received by the first day of the appropriate month.
- 3) If an account has an outstanding, unpaid balance greater than \$10.00, it shall be termed delinquent.
- 4) Delinquent accounts will be charged a late fee of \$10.00 per month for each month an outstanding balance remains. Any delinquent account with an outstanding balance which is more than 60 days in arrears will be charged an additional \$25 late fee on a monthly basis until the account is brought current.
- 5) Action will be taken against a delinquent account until one of the following occurs:
 - a) Full payment is received.
 - b) The board of directors recognizes a temporary extenuating circumstance.
 - c) The amount owed is properly disputed and the resulting correction removes the debt.
- 6) In accordance with the by-laws of the Association, the board of directors retains the right to accelerate the remaining monthly installments due within the fiscal year for delinquent accounts. Therefore, the delinquent Unit Owner would owe not only prior fees and charges but all future fees for the current fiscal year.

- 7) Notice of the delinquent situation may be sent to the delinquent Unit Owner's first mortgage holder, if known.
- 8) The delinquent account is subject to being referred to the board of directors' legal counsel for necessary legal action.
- 9) In addition to delinquent assessments, accelerated assessments, and other charges already imposed, the delinquent Unit Owner will be assessed all legal expenses incurred by the board of directors and its legal counsel in collection of the delinquent account.
- 10) Until the delinquent account is paid in full, including all related costs, the Unit Owner is no longer in good standing within the Association. Therefore, the delinquent owner, family, friends, or tenants may lose some or all of these privileges if a suspension is imposed:
 - a) Association – related voting privileges
 - b) Right to reserved parking
 - c) Right to serve on any Committee established by the board of directors
- 11) Legal action may result in any of the following steps as is required to collect the amounts due:
 - a) Enforcing the lien which prohibits resale or remortgaging of the unit.
 - b) Sheriff's sale of personal property.
 - c) Foreclosure and sale of the unit in a manner similar to a mortgage foreclosure.
- 12) The board of directors may exercise any and all of its rights as permitted by law.

Approved, by unanimous board of directors vote at its October 1990 regularly scheduled meeting.
Revised by the board of directors July of 1999, November of 2007, and August of 2014.

**Annual Audit
Administrative Resolution # 2
December 10, 1991**

BE IT RESOLVED that the Bylaws of the Regal Point Condominium Association, Inc. are amended as follows in accordance with Section 14.1.1 of the Bylaws.

Section 15.1 is amended to read: Section 15.1 ANNUAL AUDIT/COMPILATION The Association shall have an annual audit or an annual compilation of Association funds prepared by an independent certified public accountant, copies of which shall be delivered to each unit owner within 90 days of the

expiration of the fiscal year of the Association. The audit or compilation shall cover the operation budget and reserve accounts.

Approved, by unanimous board of directors vote at its December 1991 regularly scheduled meeting.

**Administrative Resolution # 3
Alterations to Common Grounds
September 15, 1992**

This resolution to the bylaws was passed by the board of directors of the Regal Point Homeowners Association on September 15, 1992 to establish laws governing the common grounds effective upon that date. This resolution acts as an amendment to Article 6, Section 8, Subsection 5 of the association's bylaws to further clarify the Board's duties without placing any additional limitations or restriction upon it.

1. Any use of common areas must be presented in writing for approval to the Covenants Committee prior to the proposed usage.
2. Usage includes, but is not limited to, alterations of the common green areas. Common green areas are any areas outside the enclosures or beyond the adjoining front and side beds of the unit.
3. The same procedure should be followed regarding any changes and/or alterations to the exteriors of the buildings.
4. The Covenants Committee will present the proposal to the Board of Directors for consideration and approval by the majority vote of the Board.
5. Any deviations from the above described procedures could result in subsequent non-approval by the Board and enforced restoration to previous condition.

Approved, by unanimous board of directors vote at its September 1992 regularly scheduled meeting.

**Administrative Resolution # 4
Firewood Storage
July 17, 1994**

In order to safeguard the buildings of Regal Point from insect infestation and the potential of a fire which could result in structural damage, the Regal Point Homeowners Association Board of Directors has enacted the following Bylaw on July 17, 1994.

1. Storage of logs, kindling or any wooden material intended as fuel for a fireplace within the interior of a Regal Point Unit including the basement is prohibited.
2. During the time period commencing on May 1 and continuing through September 30, the above materials may not be stored anywhere on the premises of Regal Point.

3. During the time period commencing on October 1 and continuing through April 30, a homeowner may only store adjacent to a unit an amount of the above material which can be expected to be utilized within a two week time period. This two week supply of material may be stored on the front porch or any area which is visible from Regal Drive. All other material must be stored within the confines of the unit's backyard.

Approved, by unanimous board of directors vote at its July 1994 regularly scheduled meeting.

**Insurance Requirements
Administrative Resolution # 5
July 27, 1999**

In order to reduce the Regal Point Homeowners Association's exposure to additional insurance liabilities and the potential for lawsuits, the Board of Directors of the Association has amended Section 11 of the By-Laws to include:

Any resident, owner or any other person who contracts or assigns a construction, installation, maintenance or repair job within the confines of the development must ensure that the party performing the work is fully insured. The party performing the work is required to have in force liability and workers compensation insurances, in addition to any other applicable insurance to cover all eventualities that may reasonably arise from , or during, the completion of the assigned tasks. The responsibility for ensuring compliance with the Association regulation in this matter rests solely with the unit owner, project assignor, and/or resident.

Approved, by unanimous board of directors vote at its July 1999 regularly scheduled meeting.

**Administrative Resolution # 6
Exterior Modifications - Satellite Dish and Home Networking Installations
October 9, 1999 - Revised August 11, 2014**

Satellite dishes, of no greater than 32" in diameter, may be installed as follows:

1. In the rear patio area of the unit without being attached to the building or the privacy fencing and positioned wholly below the fence line.
2. The preferred method of installation is on the rear of the building, on the chimney areas of the central units. Dishes for end units must be installed on the chimney of the closest central unit. Dishes should not be visible from the front of the building. Cables should not be installed on the vertical surfaces of the buildings, whenever possible.
3. No fasteners of any sort may be installed directly into the roof.
4. Any existing equipment or hardware must be currently in service or completely removed. Any necessary remediation to the building is to be performed by a contractor designated by the Association and the cost thereof is the responsibility of the homeowner.

Installations of satellite dishes or any home networking cables are subject to the procedures as detailed in Administrative Resolution #3 - Alterations to Commons Grounds, requiring a request to be made to the Covenants Committee for review and approval.

A Request Form specifically for installation of Satellite Dishes has been developed to be used in these circumstances and is available from the Covenants Committee.

Approved by majority vote of a quorum at General Association Meeting October 9, 1999. Approved, by unanimous board of directors vote at its August, 2014 regularly scheduled meeting.

**Administrative Resolution # 7
Change of Fiscal Year
August 11, 2014**

BE IT RESOLVED that the Bylaws of the Regal Point Condominium Association, Inc. are amended as follows in accordance with Section 14.1.1 of the Bylaws. Article 13 is amended to read:

The fiscal year of the Association will begin on the first day of July and end on the last day of June of every year, or such other days as may be established by resolution of the Board.

Approved, by unanimous board of directors vote at its August 2014 regularly scheduled meeting.

**Administrative Resolution # 8
Infestations
August 11, 2014**

This resolution acts as an amendment to Article 6, Section 8, Subsection 5 of the Association's Bylaws to further clarify the Board's duties without placing any additional limitations or restrictions upon it.

The homeowner is responsible for removing, treating or otherwise resolving any infestation or invasion by animals, birds or insects, regardless of its source, internal or external to his unit including any appurtenant common and limited common areas. Additionally, it is the responsibility of the homeowner to advise the Association of any gaps or openings in the structure, such that may be the responsibility of the Association.

Approved, by unanimous board of directors vote at its August 2014 regularly scheduled meeting.

**Administrative Resolution # 9
Rear Patio Modifications
August 11, 2014**

This resolution acts as an amendment to Article 6, Section 8, Subsection 5 of the Association's Bylaws to further clarify the Board's duties without placing any additional limitations or restrictions upon it.

A Homeowner is permitted to make certain modifications to the limited common patio area within the rear privacy fencing appurtenant to his unit provided such modification is in keeping with the spirit of

the language in the governing documents of the Association regarding common element modifications.

Once modified the responsibility of maintaining and repairing such modified patio, including the original concrete slab if present, is that of the homeowner regardless of whether the current or any previous homeowner performed the modification.

A modified patio is defined as one where any sort of building material (including but not limited to concrete, wood, composite, brick, stone or tile) has been installed or otherwise affixed to, over or adjacent to the original concrete slab, or where the original concrete slab has been removed.

Approved, by unanimous board of directors vote at its August 2014 regularly scheduled meeting.

**Administrative Resolution # 10
Chimney & Dryer Vent Maintenance
October 10, 2014**

BE IT RESOLVED that the Bylaws of the Regal Point Condominium Association, Inc. are amended as follows in accordance with Section 14.1.1 of the Bylaws.

To protect all buildings against fire hazards, and in anticipation of pending insurance carrier requirements, homeowners are required to have the following described work performed in their units before June 30 of the relative year:

(a) An inspection plus any necessary maintenance of the clothes dryer vent system every year beginning in fiscal year 2015 (July 1, 2014 - June 30, 2015).

(b) An inspection plus any necessary maintenance of the chimneys every other year with the first inspection beginning in fiscal year 2015 (July 1, 2014 - June 30, 2015).

The homeowner may choose any properly qualified and insured vendor for the required work.

The homeowner must provide written proof (as defined by the Board) evidencing that the required work has been performed by June 30th of the relative year.

The homeowner is responsible for all costs involved for the required work.

Failure to comply will result in a fine as permitted and outlined in Article 12 of the Master Deed and Article 12, Section 12.2 of the Bylaws of the Association.

Unanimously approved via electronic vote by the board of directors on October 10, 2014.

**Administrative Resolution #11
Distribution of Information
April 28, 2015**

BE IT RESOLVED THAT in accordance with Section 14.1.1 of the Bylaws of the Regal Point Condominium Association, Section 3.16 of the Bylaws is amended as follows:

"Notice" shall mean and refer to: (a) written notice delivered personally or mailed or emailed to the last known address of the intended recipient or (b) notice through a community publication or website.

In order to facilitate communications, all Homeowners are required to provide the Board with a current, valid email address and phone number.

Unanimously approved via electronic vote by the board of directors on April 28, 2015.

**Administrative Resolution #12
Maintenance & Replacement of Windows/Doors/Skylights
April 28, 2015**

WHEREAS, unit-owners are responsible for the maintenance and replacement of windows, doors and skylights of their units as per Section 11.11 of the Association's Master Deed; and

WHEREAS, the Association wishes to maintain architectural consistency throughout the Community;

NOW, THEREFORE, BE IT RESOLVED THAT the following standards shall be adopted:

Maintenance and replacement of windows, doors and skylights, which are the responsibility of the unit-owner, include all appurtenant materials such as flashing or trim.

Windows, doors and skylights may only be replaced with the same type and style as the existing versions and must appear substantially the same as existing versions when viewed from the outside. All visible exterior frames and trim must be white. The addition of grids to any casement or slider windows is prohibited. Storm doors must be white and have a minimum 3/4 view.

Replacement patio doors must appear the same from the outside as the existing versions and all visible exterior frames and trims must be white. Any unit-owner who desires to change the style or type of patio door from the existing version must present a plan to the Covenants Committee as per the language governing common area alterations in Administrative Resolution #3.

Replacement windows, doors and skylights may be constructed of wood, vinyl or composite materials.

Unanimously approved via electronic vote by the board of directors on April 28, 2015.

**Administrative Resolution #13
Insurance Deductibles
April 28, 2015**

WHEREAS, the Association carries a master insurance policy against hazard damage to the common elements; and

WHEREAS, the aforementioned Association master insurance policy carries a deductible for each claim; and

WHEREAS, the Board of Directors has reviewed how such insurance claims can be treated equitably and determined to issue a written policy concerning such claims.

NOW, THEREFORE BE IT RESOLVED THAT if damage is sustained to a portion of the condominium common elements for which the Association is responsible to maintain, replace or repair as set forth in the governing documents, then the Association will be responsible for payment of any insurance deductible which is incurred.

BE IT FURTHER RESOLVED THAT if damage is sustained to a portion of the condominium elements for which a unit owner is responsible to maintain, replace or repair as set forth in the governing documents, then the unit owner will be responsible for payment of any insurance deductible which is incurred.

BE IT FURTHER RESOLVED THAT in the event that damage is sustained to the common elements and, at the same time, to a unit, then the Board shall apportion responsibility according to the dollar amounts of the respective insured losses.

Notwithstanding the forgoing, any expense which is incurred in an effort to maintain, replace or repair any portion of the condominium which is damaged by the negligence or carelessness of any unit owner or the occupants, tenants, employees or agents of the unit owner, shall be the sole responsibility of that unit owner. The determination as to negligence or carelessness will be in the sole discretion of the Board of Directors which shall charge the responsible unit owner in that event.

Unanimously approved by electronic vote by the Board of Directors on April 28, 2015.

**Administrative Resolution #14
Electric Vehicle Charging Stations
August 23, 2023**

WHEREAS, Section 4.00 of the Master Deed and Article V, Section 5.11 of the Bylaws of the Regal Point Condominium Association, Inc. (hereinafter referred to as the “**Association**”) provides that the property, affairs, and business of the Condominium (the “**Community**”) shall be managed by the Association’s Board of Directors (the “**Board**”), which shall have all those lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association the operation and maintenance of a residential condominium project; and

WHEREAS, Pursuant Article 4, Section 4.2.2 of the Bylaws Each member’s rights duties and obligations are subject to the right of the Board to promulgate rules and regulations governing the

right to use and enjoy the common elements; and

WHEREAS Article 5, Section 5.1.3 of the Master Deed enables the Board to assign the right to the exclusive use of at least one parking space within the development. However, such use is subject to the rules and regulations, is appurtenant to the unit and terminates upon conveyance of title; and

WHEREAS in accordance with Article 11, Section 11.7 of the Master Deed, Owners shall not have the right to paint, decorate or change the appearance of any portion of the exterior of the building or any parking areas; and

WHEREAS, in accordance with Article 11, Section 11.10, no Owner or occupant shall build or maintain any matter or thing upon, in, over or under the Common Elements or facilities without the prior written consent of the Board unless permitted by the Rules and Regulation; and

WHEREAS, in accordance with Article 11, Section 11.17, no Owner shall make any structural additions, alterations or improvements to their unit or the Common Elements and facilities without the prior written consent of the Board; and

WHEREAS, pursuant to Article 12, of the Master Deed empowers the Board to adopt Rules and Regulations and to bring law suits to enforce the Rules and Regulations as well as the right to levy fines for violations. Each day that a violation continues after receipt of notice is considered a separate violation and any fine so levied is considered a common expense and collected in the same manner; and

WHEREAS, the Planned Real Estate Development Full Disclosure Act (“**PREFDA**”), N.J.S.A. 45:22A-48.4, provides that an association shall not adopt any restriction prohibiting or unreasonably restricting the installation or use of an Electric Vehicle Charging Station (“**EVCS**”), however, an Association may impose reasonable restrictions on EVCS and adopt rules to regulate the installation and maintenance of EVCS; and

WHEREAS, the Board deems it advisable and in the best interests of the Association to adopt this Resolution in order to provide guidance regarding the installation of EVCA within the Community.

NOW, THEREFORE, BE IT RESOLVED on this 23rd day of August 2023 that the following procedures are adopted and established pertaining to the installation and maintenance of EVCS as follows:

I APPROVAL PROCESS; PERMITS; INSTALLATION & USE; INSURANCE

1. **Approvals and Permits.** Any request to install an EVCS within the Community must be on the sidewalk as close as possible to the curb and directly in front of an owner’s assigned parking space and any and all plans with the exact location must be submitted to the Association at least thirty (30) days prior to the proposed date of installation.
2. **Application.** The proposed plans must set forth in detail:

- (a) a description of the exact model of the EVCS that is proposed, including brand and the model number with the dimensions and a photograph or sketch.
- (b) The exact proposed location of the EVCS and the location of any component parts, including underground wiring to the designated location proposed to be located and within any Common Elements.
- (c) The wiring and the plans for the electrical connections that are required, including information regarding the electricity required to run the EVCS. This information must be provided by a licensed electrician as well as a licensed contractor(s) and possibly an engineer based on what is being proposed.

Review. If the Association requires the assistance of an engineer to review and evaluate the proposed installation, including any impact on the Common Elements and/or any electricity provided by the Association, the Owner shall pay for reasonable charges imposed by the Association to recover the costs of the review and approval of an application for the installation or use of an EVCS, including, without limitation, reasonable engineering and legal fees. The Association may require that anticipated review charges be placed in escrow in advance of commencing review of an application for the installation or use of an EVCS.

Safety Risk. The Association may deny the application if the Association reasonably concludes that the EVCS constitutes a life-safety risk.

Electric Usage. If the Association reasonably determines that the cumulative use of electricity in the Community attributable to the installation and use of the EVCS requires the installation of additional infrastructure improvements to provide the Community with a sufficient supply of electricity, then the Association may specially assess the cost of those additional infrastructure improvements to the unit owners who have installed EVCSs and have applied to install EVCSs, in equal shares per EVCS. The Association may require a unit owner to pay a special assessment before the unit owner may install an EVCS.

Any monies that a unit owner owes the Association under this section shall be deemed special and/or remedial assessments, and the Association may collect those monies from the benefitted unit owners in the same manner as the Governing Documents and applicable law provide for the collection of delinquent common expenses, rent, and other delinquent amounts, and unless any of the following responsibilities are specifically abrogated as they relate to EVCSs, in whole or in part, under the Governing Documents of the Association, the Unit Owner and each successive Unit Owner of the EVCS shall be responsible for the cost of the following items as if the items were a cost or an assessment applicable to the Unit Owner:

- (a) any damage to the EVCS, the parking space, a Common Element, a Limited Common Element, and the property of other unit owners and residents which damage results from the installation, maintenance, repair, removal or replacement of the EVCS;

- (b) any maintenance, repair, and replacement of an EVCS and restoration of the area after removal of the EVCS;
- (c) the electricity usage associated with the EVCS;
- (d) all installation costs associated with the EVCS; and
- (e) any costs associated with an application for the installation or use of an EVCS to satisfy applicable health and safety standards and requirements imposed by State and local authorities, including but not limited to applicable zoning, land use, and other ordinance requirements.

Disclosure. The Unit Owner, and each successive unit owner, of an EVCS shall be responsible for disclosing to prospective buyers the existence of the Unit Owner's EVCS and the related responsibilities of the Unit Owner for the EVCS

Approval Before Work. The Unit Owner shall not proceed with any work and/or installation of EVCS until obtaining the written approval of the Board and receiving and providing copies of all necessary municipal permits and approvals to the Association.

Time for Decision. The request for approval will be decided within sixty (60) days of receipt of a complete application. If an approval is granted, the installation may occur so long as the municipality has issued all required permits and the Unit Owner has submitted a signed license agreement and all the documentation required in the license agreement, including proof of insurance. If the Board denies the request or requests additional information, the Owner must submit written clarification/documentation to the Board and must receive written approval prior to proceeding with the installation. Failure to provide written approval shall be deemed a denial of the application.

2. **Installation and Use.** The EVCS charging stations may be installed on or affixed to the exterior of the building in a location which has been approved by the Association. However, no charging cords, lines or cables are permitted to be run (temporarily or otherwise) above grade across the Common Elements. In the event the Association installs irrigation, the Owner shall be responsible for having the Association's irrigation contractor mark irrigation heads and/or lines to avoid damage during installation. Any Contractor that the Owner uses must call for mark outs from the local utilities. The charging station shall be for use only by the residents of the Owner's unit. Any installation shall not interfere with lawn maintenance or snow/ice removal.
3. **Insurance.** All work must be performed by licensed contractors and/or engineers whose qualifications, certification, and insurance shall also be provided to the Board prior to the commencement of any installation. Prior to installation, Owners shall provide proof of homeowner's insurance in types and amounts as required by the Association's Governing Documents and must provide verification that their insurance company will provide such insurance to the Association regarding the EVCS. Prior to proceeding with any work and installation of the EVCS, the Unit Owner's vendor must submit a copy of a current certificate of insurance and proof of worker's compensation insurance as required by the State of New Jersey. The Unit Owner, and

each successive unit owner, of an EVCS shall always, maintain a homeowner's liability coverage policy in the amount of \$100,000.00 and shall name the Association as an additional insured with the right to receive a notice of cancellation. The Unit Owner shall carry a liability coverage policy in excess of \$100,000.00 if the Association's governing documents require all unit owners to carry a greater amount and/or the Association's insurance agent recommends more. If the Unit Owner fails to procure or maintain insurance required under this section, the Association may procure insurance on the Unit Owner's behalf and charge the Unit Owner the cost of the insurance.

4. **Indemnification.** The Unit Owner shall hold the Association and the other unit owners harmless from all claims, damages, liabilities, costs, and expenses, including reasonable attorney's fees, arising out of or relating to any personal injuries, death, or damage to property caused by or resulting, in whole or part, from the installation, removal or use of the EVCS.
5. **License Agreement.** The Unit Owner shall be required to execute a license agreement (the "License Agreement") substantially in the form attached to this Resolution with the Unit Owner's application and as a condition of approval and prior to the installation. The License Agreement is incorporated in and made a part of this Resolution as **Exhibit A** and the Unit Owner's obligations under this Resolution. The License Agreement shall be signed by all Unit Owners of the Unit, shall be acknowledged and shall be in recordable form. The License Agreement shall provide that it is binding on the heirs, successors and assigns of the Unit Owner executing such document. The cost for preparation of the License Agreement and the cost for recording the License Agreement shall be paid by the Unit Owner with the Unit Owner's application and as a condition of approval.

II MAINTENANCE, REPAIR, AND INDEMNIFICATION

3. The Unit Owner shall be required to maintain the EVCS, to remove the EVCS if directed to do so by the Board, and, when the EVCS is no longer in use or has reached the end of its useful life, to cause the EVCS to be removed and restore any portion of the Unit and/or Common Elements damaged because of the removal.
4. The Owner shall be responsible to remove snow (either fallen from the sky or pushed from snow removal operations) from on/around the EVCS.
5. The Owner shall be responsible for having its Contractor call for mark outs of all utilities prior to starting any work. Further, should the Association install an irrigation system, the Owner shall be responsible for having the Association's irrigation contractor mark irrigation heads and/or lines to avoid damage during installation. Any costs related to necessary relocation and/or damage repair as a result of installation shall be the responsibility of the homeowner. In addition, the installation may not interfere with landscape maintenance. Depending on where it is installed the Owner may be responsible for landscape maintenance in the area after the installation.
6. While the Owner shall be primarily responsible for the following, in the event that the Owner fails to do so the Association shall have the authority to perform the



necessary maintenance or removal of the EVCS where: (i) the Owner has failed to properly maintain the EVCS or anything associated with it; (ii) the Owner has failed to repair any damage caused by the EVCS to the Common Elements; or (iii) maintenance to the Common Elements is required and the Owner has failed to promptly remove the EVCS or anything associated with it such as underground wiring necessary to permit the maintenance to occur. The Association shall thereafter have the right to pursue all remedies against the Owner for failure to comply with its responsibilities hereunder. If the installation site is not cleaned up and any damage to the common elements of the Association that occurs as a result of the installation restored or repaired within seven (7) days of installation completion, the Association may have the repairs and/or restoration made and charge the cost back to the Owner.

7. As stated in the License Agreement, the Unit Owner shall indemnify the Association and its employees, Agents, or subcontractors for any/all costs and expenses, including but not limited to attorney's fees and costs, for any/all injuries or damage to person or property which results from the installation, maintenance, use, repair, removal or replacement of the EVCS.

III ENFORCEMENT; CONFLICT

8. Enforcement of this Resolution shall occur in accordance with the Association's Governing Documents and by law and shall include the right to remove the EVCS and charge any cost associated therewith to the Owner.
9. Any costs incurred including but not limited to any fines imposed may be charged back to the Unit Owner. Fines may be imposed in accordance with the requirements set forth in this Resolution and shall be collectible in the same manner as provided for in the Governing Documents for the collection of delinquent assessments.
10. Notwithstanding the above, the Association may exercise all rights and remedies available to it at law, in equity and pursuant to the Governing Documents.
11. Any provision contained in any previously adopted Resolution of the Association that conflicts with any provision set forth herein, shall be deemed void and the provision contained herein shall govern.