

THE RADBURN ASSOCIATION, INC.
(the "Association")

Policies & Procedures Regarding Alternative Dispute Resolution

P R E A M B L E

A. The Radburn Association was incorporated in 1929 and, presumably adopted its original Bylaws at such time.

B. Throughout the years since 1929 the original Bylaws were amended from time to time.

C. The Association and its Board of Trustees shall have all of the powers and rights available to associations such as this Association under the laws of the State of New Jersey (the "Laws") and as provided for in the Declaration of Restrictions No. 1 affecting Radburn, Property of City Housing Corporation, made by City Housing Corporation dated March 15, 1928, as may be amended from time to time (the "Declaration"), the Certificate of Incorporation of the Association, as may be amended from time to time (the "Charter"), and the Amended and Restated By-Laws, dated December 10, 2018.

D. N.J.S.A. 45:22A-44(b), commonly known as the Planned Real Estate Development Full Disclosure Act ("PREDFDA"), governs associations other than condominiums and states: Pursuant to PREDFDA, the Association shall exercise its powers and discharge its functions in a manner that protects and furthers the health, safety and general welfare of the residents of the community.

E. PREDFDA, Section 45:22A-44(c) further states: The Association shall provide a fair and efficient procedure for the resolution of disputes between individual unit owners and the association, and between unit owners, which shall be readily available as an alternative to litigation.

F. For the benefit and protection of the Association and of the individual Owners, the Board deems it necessary and desirable to establish, and operate by, alternative dispute resolution procedures, so as to carry out the requirements of applicable law and to set forth a uniform procedure regarding covenants enforcement and alternative dispute resolution.

A. This Resolution was duly introduced and was thereafter adopted by the Board in accordance with the Bylaws at a regularly scheduled meeting of the Board, at which a quorum was present, by a vote of the members of the Board eligible to vote on this matter.

NOW, THEREFORE, BE IT RESOLVED on this 24 day of February, 2020, that the Board hereby adopts the following procedures to be applied in connection with the enforcement of compliance with applicable law:

ADR Policy for the Radburn Association, Inc.

This Alternative Dispute Resolution (“ADR”) policy replaces all previous similar policies enacted by the Radburn Association, Inc.

ARTICLE I. ADR COMMITTEE

A. Creation. The Board of the Radburn Association (“Board”) shall create an ADR Committee (not a standing committee) (the “Committee”) to establish and implement procedures for dispute resolution set forth in this regulation and consistent with the principles of fairness and applicable New Jersey statutes.

B. Committee Composition. The ADR Committee shall consist of at least three (3) and no more than five (5) committeepersons, each of whom shall be approved and appointed by the Board. Each committeeperson shall serve for a term of two (2) years and may be reappointed. Trustees, officers, employees of, or contractors for the Radburn Association may not serve on the Committee. Committeepersons shall be Members in good standing of the Radburn Association.

C. Chairman and Secretary. The Chair of the ADR Committee (“Chair”) shall be chosen from among the committeepersons by the Board no later than January 31 of each year to serve for a term of one (1) year or until replaced. The Vice-Chair and Secretary shall be selected by a vote of the ADR committeepersons, no later than February 15th of each year, and shall serve for the same term as the Chair. All ADR committee officers may serve for multiple terms.

D. Training. The Board shall require all committeepersons to complete alternative dispute resolution training, conducted by a recognized professional organization and provided by the Association, at the Association’s expense. Alternatively, the committeepersons may be trained by a qualified legal counsel experienced in condominium law. No committeeperson shall be allowed to participate in any Member ADR process until their training has been completed.

E. Removal. A committeeperson may not be removed by the Board during his or her term except for cause. In the event that the Board proposes to remove a committeeperson for cause, such committeeperson shall be provided with notice of the reason for removal and shall be entitled to a hearing before the Board.

F. Association Responsibilities. The Radburn Association shall provide access to a meeting space in the Grange Hall, or similar space, for the Committee and all ADR Hearings. In addition, the Radburn Association shall provide to the Committee any reasonably requested files, archive material, records or other material necessary for completion of Committee business, at the Association’s expense. If authorized by the Board and appropriate, the Committee Secretary and the Chair shall have complete and full access to the Association’s management staff to insure

timely completion of business, subject to the reasonable discretion of the Radburn Manager. In addition, the Association will provide in a timely manner secretarial support to assure that Trustees receive timely notification of Committee business as required herein, as approved by the Board. The Association may perform any of the ministerial tasks of the Committee contained herein including, for example, the sending of notices or scheduling of hearings; however, it is the Board's intent that these matters be overseen by the Committee.

G. ADR Committee Jurisdiction.

(1) The ADR Committee will oversee matters referred to it by the Association concerning any alleged rule violation, or dispute between a Member of the Association and the Association or its Board.

(2) The ADR process provides mediation between the parties, attempting to find a resolution agreeable to all parties. Results are not binding unless all involved parties agree to resolution as defined herein.

(3) The ADR Committee shall not be involved with any alleged dispute unless and until at least one party has invoked their right to ADR as defined herein.

H. Ancillary Authority. The ADR Committee is granted authority to conduct interviews, investigations, and similar in pursuit of an invoked ADR session. The Chair may request approval to contact an attorney, but no such contact shall be made prior to obtaining written approval from the Board to do so. The Chair shall obtain written prior approval from the Board before incurring any expenses. All properly approved costs incurred by the Committee shall be paid by the Radburn Association.

ARTICLE 2: ADR PROCESS

A. Definitions. A "Complaint" refers to an individual written complaint between a Member and the RA, properly served.

The "Parties" involved in a Complaint and any resulting ADR process shall be defined as:

- "RA" is the person(s) representing the Radburn Association for this Complaint and ADR process
- "Member" is the person(s) charged in the Complaint who shall be a Member of the Radburn Association (used in the singular in herein)

The following additional entities are involved with various portions of the ADR process:

- "ADR Team" are the specific ADR committeepersons who participate in a given ADR process
- "ADR Team Chair" is the ADR Committeeperson who chairs a given ADR Team
- "Manager" is the Radburn Manager, who shall be the primary communications conduit between all Parties and entities

- "Trustee" is a currently serving Trustee of the Radburn Association

B. Confidentiality and Precedence. All parties participating in any ADR process agree that all information presented at any time during this ADR process remains confidential to the party that presented it unless it is otherwise already in the public domain. All parties further agree that any discussions or outcomes of this ADR process do not set a precedence for future actions or discussions in any way.

C. Informal Actions. Before any formal actions (that is, a written Complaint) are initiated against a Member to enforce compliance with any of the Association's governing documents, an informal request may, but need not, be made by the Manager or a Trustee to that Member to cease or correct the act or omission that appears to be in violation of the Association's governing documents.

D. Written Complaint. If informal action is not taken or proves unsuccessful, the Manager or a Trustee may file a written Complaint. Each Complaint must be for a single alleged violation, or a group of similar violations directly connected to each other (as example: multiple architectural violations at a given point in time.) Each Complaint shall be to an individual property, directed only to the Member(s) who own that property.

The Complaint shall be from the "Radburn Association", and must set forth in clear and concise language:

1. The acts or omissions the Member is charged with as specifically as practical, including precise references to relevant documents that define the alleged violation
2. The relevant times, dates, places, and persons involved
3. Clear description of the end result that is required to come into compliance and resolve the Complaint
4. A "Response to Complaint" form for the Member to complete as their reply to the Complaint, including instructions that the form must be returned to the Radburn Manager within 15 days of the date of the mailing of the Complaint
5. Any other relevant information

The Complaint shall be signed by the Radburn Manager or the President of the Board and shall be delivered via regular and certified/return receipt USPS mail to the Member.

E. Response to Complaint. Either the Member identified in a Complaint or the RA may invoke, no less than 15 days after the Complaint is sent, their right to an ADR process as defined herein. Such request must be done in writing to the Manager, using the ADR Request Form. Upon receipt of any such request, the Manager shall promptly notify the President of the Trustees, Chair of the ADR Committee, and other involved entities within the Radburn Association.

F. ADR Team. Within 10 days of receipt of the notice that ADR has been invoked, the ADR Committee Chair shall select at least two and no more than three committeepersons to be the ADR Team for that specific ADR process. The Chair shall take all reasonable precautions to be sure that none of those chosen have any pre-existing bias or conflict of interest with the people and/or issues of this specific ADR. The selected ADR committeepersons shall select one of them to be the ADR Team Chair and one to be the Secretary for this entire ADR process.

The ADR Committee Chair shall then notify the Manager of the composition of the ADR Team, including its Chair. The ADR Team Chair shall then set a date for the first Hearing. In general, all such Hearings should be held Monday-Friday between 9AM and 9PM, or Saturdays between 9AM and 4 PM.

G. Notice of Hearing Once the Chair has scheduled a Hearing, a Notice of Hearing shall be sent to all involved entities that includes:

1. A copy of the specific Complaint, and a copy of the Response to Complaint form from the Member, if any;
2. The date, time, and place for the Hearing;
3. Who will represent the Radburn Association throughout this ADR process;
4. A statement that the Member:
 - May present any relevant evidence or witnesses in any Hearing
 - Shall be allowed to cross-examine any witnesses who provide evidence in a Hearing
 - Can request the attendance of specific witnesses from the RA or its Committees (other than ADR committeepersons or any person who has recused themselves from this ADR process)
 - Can request the production of books, documents, or other items in the possession of the RA (Section H).
 - Has the right to be represented by an Attorney of their choice, at their own expense;
5. A statement that failure of the Member to appear at any properly scheduled Hearing, other than as defined in Section I, shall permanently forfeit the Member's rights to ADR on this Complaint;
6. A statement that this ADR process satisfies all requirements for the RA to offer ADR to its Members;
7. A statement that any outcome of the ADR Process is subject to final review by the Board;
8. An explanation of the ADR process and how it will be managed, including a statement that all discussions occurring within ADR concerning a potential settlement will be confidential.

The Notice shall be delivered via regular mail and certified/return receipt USPS mail to the Member.

- H. Discovery** At any time after receipt of the ADR Request Form and five days before a properly scheduled date for the first Hearing, either party may request the names and addresses of witnesses to be called, and/or copies of any statements, writings, and investigative reports to be introduced at the Hearing, except for the composition of the ADR Team. The Manager shall provide these materials to the requesting party within a reasonable time before the scheduled Hearing date.
- I. Rescheduling a Hearing.** Either Party may request one time that the Hearing be rescheduled by providing written notice to the ADR Team Chair at least 3 business days prior to the then-scheduled date; this request shall be automatically accepted and a new date be set for not less than 10 nor more than 30 days hence, absent extenuating circumstances. Each Party has the right to request one reschedule independent of the other Party.

Once a Party has requested one such reschedule, that party may request a subsequent reschedule by providing written notice to the ADR Team Chair at least 3 business days prior to the then-scheduled date; the other Party has the sole right to accept or reject this request. If accepted, then the Hearing shall be rescheduled for not less than 10 nor more than 30 days hence; if it is rejected, then the Hearing shall take place as then-scheduled.

Once a Party has requested a second reschedule, whether granted or not, no further such requests shall be allowed from that Party.

Independent of the above rescheduling conditions, any request for a reschedule that is based on a medical or another emergency situation, and so documented, shall be automatically accepted and the Hearing rescheduled for not less than 10 nor more than 30 days after the situation is resolved.

If the Member misses any properly scheduled Hearing session for other than a properly documented medical or other emergency situation, they forfeit their rights to ADR for this Complaint.

- J. Representation by an Attorney.** Either Party is entitled to be represented by an attorney of their choice, and solely at their expense. In the event either Party intends to have an attorney present, they shall notify the ADR Team Chair no less than 10 days before the Hearing date who shall then promptly notify other Parties and entities as appropriate. No attorney shall attend any Hearing without such notice.

K. ADR Team Participation. The ADR Team Chair may request a reschedule if any of this ADR Team is unavailable for a scheduled Hearing date; such requests are automatically accepted and the Hearing rescheduled for not less than 3 nor more than 30 days hence. If a given person on the ADR Team unreasonably delays this ADR process, the Member has the right to demand that the ADR Chair choose a replacement. Absent any such situation, the Member has no rights to approve or disapprove the composition of the ADR Team.

L. The Hearing. Each Hearing shall be conducted as follows:

1. The ADR Team Chair shall explain the rules and procedures by which the Hearing is to be conducted, explain that it is a non-binding mediation and not an arbitration, and shall manage the flow and timing of the Hearing. The Secretary shall take written notes of the proceedings to be later published (Section M). The Member or their designee may take written notes as appropriate. All information presented at any time in the Hearing remains confidential to the Party that presented it unless it is otherwise already in the public domain. No form of electronic, film, or audio recording, other than personally taken notes, shall be allowed in any Hearing (other than to accommodate a properly documented handicap).
2. None of the discussions at the ADR hearing concerning potential settlement terms will be admissible in a Court of Law.
3. The ADR Team Chair shall give the RA up to 15 minutes to present the details of the Complaint and any relevant information leading up to or subsequent to the Complaint. The Chair shall then give the Member up to 15 minutes to present their response to the Complaint and any information relevant to it; anyone on the Member's Team may present. During this phase, no questions or comments are allowed. Either party can request and receive an additional 10 minutes to present their material.
4. The ADR Team Chair shall then allow the RA to ask any questions of the Member or their witnesses, followed by the Member asking any questions of the RA or their witnesses. The Chair has the sole right to disallow any conversation that is largely off-topic or not relevant, specifically including information about other situations within Radburn.
5. The ADR Team Chair shall then allow the ADR Committee persons to ask any questions of anyone in the Hearing.
6. The ADR Team Chair shall then declare a recess of up to 30 minutes for all Parties to consider options to move forward. Either Party can request and receive an additional 15 minutes for the recess.
7. The ADR Team Chair shall then lead a discussion about possible resolutions to the Complaint; all people present can take part in this discussion. This discussion shall last no more than 60 minutes.
8. At the conclusion of this phase, the ADR Team Chair has three options:

- a) Declare a continuance of no more than 7 days, after which time the Hearing shall reconvene with all conditions herein still in effect. The Secretary shall notify the parties of the exact location and time of the continued Hearing within 48 hours of the conclusion of the first Hearing.
- b) Declare that no mutually agreeable resolution can be reached, and the Hearing and ADR process for this Complaint is complete.
- c) Declare that a mutually acceptable resolution has been reached, in which case the Chair shall write down the details of such agreement and have the RA, Member, and Chair sign and date it. Any such resolution is subject to review by the Board (Section M), so no action on the outcome shall be taken until the review period is complete.

At any time during any Hearing, the ADR Team Chair has the sole right to:

- a) Disallow any comments or information they consider to be not directly applicable to the situation, or is otherwise inappropriate.
- b) Declare a continuance of no more than 7 days, after which time the Hearing shall reconvene with all above conditions. The Secretary shall notify the parties of the exact location and time of the continued Hearing within 48 hours of the conclusion of the first Hearing.
- c) Exclude any person(s) who continues to violate any of these conditions, acts in a significantly disrespectful way, or otherwise unreasonably disrupts the process.

M. Secretary Report and Board Review. Within 5 days of the completion of the last properly scheduled Hearing on a given Complaint, the Secretary shall create a written Summary Report of all pertinent aspects of the process, Hearings, and the results, including details (and a copy of) of any agreed upon and signed outcome. This report shall be promptly delivered to the Member, President of the Board, the ADR Team Chair, ADR Committee Chair, the RA representative in this matter, and the Manager.

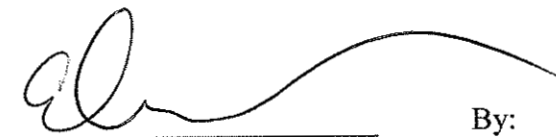
The President, at their sole discretion, may ask the Board to review any written and agreed upon outcomes; no Trustee who was a part of, or has recused themselves from, this ADR process may participate in this review. The outcome documented in the Summary Report stands unless at least sixty percent of the remaining Trustees vote to overturn it on grounds of fairness to the overall community. The outcome must be considered in its entirety, not item by item. The Board has five days from the receipt of the Summary Report to consider the outcome, and absent such a vote, the outcome stands as written.

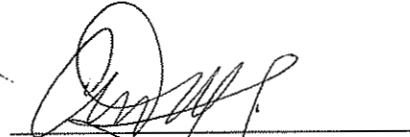
If the Board votes to overturn the outcome, the President shall promptly notify the Parties who received the report, and the outcome it is null and void. Either Party shall have the right to ask for a new Hearing to search for a new outcome. All the rules and processes herein shall apply to these Hearings.

NOTICE AND RECORDING. The Association's managing agent is authorized and directed to prepare correspondence, in appropriate form and substance, and thereafter circulate same, along with a copy of this Resolution, to all Owners. The Association also authorizes and directs its legal counsel to arrange for recordation of a copy of this Resolution with the Bergen County Register's Office in order to provide notice of this Resolution to each purchaser of a Home.

ATTEST:

THE RADBURN ASSOCIATION, INC.

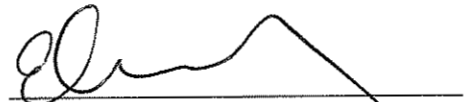
By:  _____, Secretary

By:  _____, President

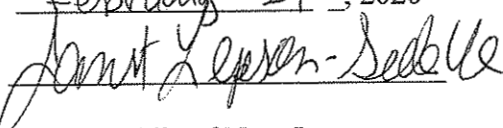
STATE OF NEW JERSEY :
SS. :
COUNTY OF BERGEN :

I CERTIFY that on February 24, 2020, Art Murray personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Secretary of the Radburn 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 Art Murray, 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 Trustees; 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 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 on
February 24, 2020


Notary Public of New Jersey

JANET LEPSON-SEDAKA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 12 2021

RECORD AND RETURN TO:
Becker & Poliakoff
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Morristown, New Jersey 07960