

# July 10 SU II Reservoir Bank

The undersigned, being all the members of the Council of Seapointe Village II Condominium Association, Inc., a New Jersey non-profit corporation (the "Association"), do hereby authorize and approve the actions set forth in the following resolution, pursuant to N.J.S.A. 15A:6-7(c) and the Bylaws of the Association, and do hereby consent to the following actions of the Association, which are deemed effective as of the date set forth herein below.

WHEREAS, from time to time unit owners have covered the concrete decks and balconies with various materials such as carpet, ceramic tile, wood decking and rigid plastic grid tiles.

WHEREAS, these balconies are considered limited common elements, as set forth in the Master Deed and Bylaws of the Association.

WHEREAS, Kipcon Inc, the professional engineering firm, strongly recommended, in its evaluation of the property, to remove all carpeting and/or ceramic tile from the balconies and/or decks in order to protect and maintain the concrete sealer and waterproof coating.

WHEREAS, Robert Callahan, Seapointe Village's Head Of Maintenance, stated in his October 18, 1996 report, that ceramic tile and/or carpeting damages the building and deteriorates the balcony surface. This causes severe water penetration in the units below.

WHEREAS, the SPV II Association has deemed acceptable coverings on the concrete balconies and decks, as per the professional advice of Kipcon Engineers Inc., to be:

- Rigid Plastic Grid Tiles\* (Such as manufactured by Mateflex).  
\*Color to be approved by SPV II Council
- Properly Installed Raised Wood Decking.

**All of the above coverings must not be attached or anchored to the concrete surfaces and allow for proper drainage of the concrete balcony/deck covering and drying in order to maintain the structural and waterproofing integrity of the concrete decks/balconies.**

WHEREAS, the Association's Council deems it to be in the best interest of the Association to adopt a uniform policy relating to unit owners who cover

these decks with substances other than rigid plastic grid tiles or wood decking, is inconsistent with the Master Deed and Bylaws and further believes it to be in the best interest of the Association to pass on to and assess these unit owners with all costs relating to any leaks or damage resulting from said violations.

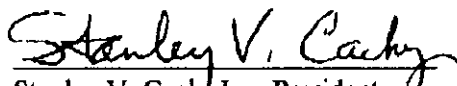
WHEREAS, the Council has directed the Association's Property Manager to pursue these unit owners and believe this policy will afford the Manager clear guidance on how to deal with such violations without the need to seek out the instructions from the Council;

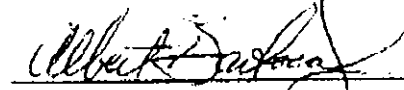
BE IT RESOLVED, That pursuant to Section 1.01 of the Master Deed of the Association, there will be levied against any unit owner an assessment for damages resulting from non-compliance of this resolution. The Property Manager is authorized and directed to charge to and collect from these unit owners, any and all costs resulting and that interest shall accrue on such outstanding assessment at a rate established by the Council from time to time consistent with the New Jersey Condominium Act (the "Act") and Section 13.08 of the Master Deed until paid in full; and be it further

RESOLVED, That the Property Manager is hereby instructed to follow the following procedures:

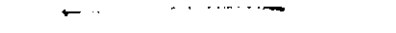
1. The Property Manager shall perform a review of all units and balcony surfaces within 60 days of this resolution. There shall be no exception to this policy without express Council approval.
2. The Property Manager shall maintain a list of the units which are not conforming with the above guidelines. This list will be furnished to the SPV II Council for review and become a matter of record on file, in the Seapointe Village, General Manager's Office, in case of subsequent damages.
3. The Council directs the Association's Property Manager, that once these units are identified, they are to seek out and notify these unit owners that corrective action must be taken within sixty days of notice or the Property Manager will make the necessary corrections to return the balconies to the original condition and back charge the unit owner all related costs.
4. The Council has deemed that these back charges shall be due as payable as with any assessment. The Property Manager is instructed to file a lien for the amount in addition to the common expense assessment.
5. The Council reserves the right to modify these policies on a case by case basis.

RESOLVED, That a copy of this resolution shall be sent to all unit owners at their last known address and be placed file in the Property Manager's office. This Resolution was adopted by the Council on November 9, 1996 and shall be effective on December 1, 1996.

  
Stanley V. Cach, Jr. - President

  
Albert Bartocci - V. P.

  
Regina G. Stubblebine - V. P.

  
Stuart Remington - Treasurer

  
Anthony E. Marinello - Secretary



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Telefax (908)220-9017

August 21, 1997

Seapointe Village II Condominium Association  
c/o Mr. Stanley Cach  
44 Wesleyan Drive  
Hamilton Square, NJ 08690

Reference: Seapointe Village II  
Balcony Carpet and Tile  
Kipcon Project No. 2176-00

Dear Mr. Cach:

As we had discussed on numerous occasions and as we noted in both the transition report and my November 8, 1996 letter, carpet coverings for balconies are strongly discouraged by this firm. In addition, as my November 8, 1996 letter states, tile should also be avoided on balconies.

During my June 26, 1997 railing evaluation I had the opportunity of observing the carpeting installed at units 613 and 311 and the tile installed at unit 606 and 309. On August 15, 1997 I was able to inspect the condition of the tile at unit 718.

I found nothing in my inspections which would compel any revision to my position that the carpeting and tile should be removed. In fact the condition of the tile at unit 718 only reinforces the position for removal.

The tile in 718 has been in place for several years. Although the tile may be impervious to moisture, the mortar in the joints is not and is prone to deterioration due to water infiltration. There are many locations at 718 where the joints are cracking providing a prime source of water infiltration. Because the tile and mortar tend to be less pervious then outdoor carpeting, the moisture remains on the concrete for longer periods of time allowing for absorption into the deck plan. In addition, some of the tile appears to be debonding based on the results of some "sounding" of the tile. This can become a liability problem when the material loosens enough and becomes a projectile in high winds.

The Tile Council of America recommends installation method F103 for use in this type of location, but even their spec lists, in the limitations section, that this method is "not reliable in areas where the mortar bed will be subjected to freeze thaw cycles."



There are methods for treating decks to provide visual relief from the plain concrete appearance and provide protection for the structure. The use of carpet and tile are not in this list. The use of carpet and tile can cause the accelerated deterioration and dangerous conditions by hiding the condition.

If you have any questions regarding this matter, please feel free to call at your convenience.

Sincerely,

KIPCON INCORPORATED

A handwritten signature in black ink, appearing to read "Thomas G. Toth", is written over the printed name.

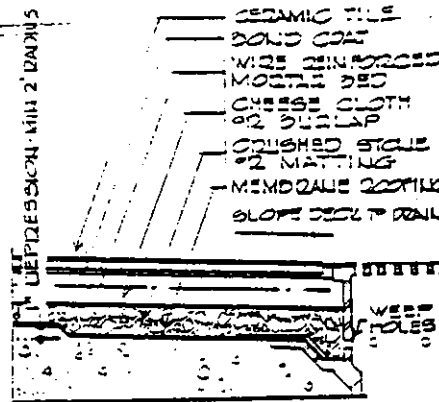
Thomas G. Toth, P.E.  
Vice President of Engineering

TGT/ag/bes

# Roof Deck, Membrane

Cement Mortar

F103-88



## Recommended Uses:

- exterior roofs or decks of concrete, steel or wood where a waterproof roof membrane is used.

## Limitations:

- although this is the best known method of installation for a ceramic tile roof deck, it is not reliable in areas where the mortar bed will be subjected to freeze-thaw cycles.

## Requirements:

- roof drains by other trades must provide complete drainage at membrane level by means of weep holes as shown or other methods. Tile over flat deck with poor or no drainage will not stand up.
- reinforcing mesh mandatory.
- expansion joints mandatory.
- surround roof drain with broken pieces of tile to prevent stone or mortar from blocking weep holes.
- cover completed tile work and keep damp for 3 to 7 days.

## Materials:

- portland cement — ASTM C-150 Type I
- sand — ASTM C-144
- water — potable.
- mortar — 1 part portland cement, 5 parts damp sand.
- reinforcing — 2" x 2" x 16/16 gauge welded wire mesh or equivalent.
- mortar bed thickness — nominal 1-1/4".
- ceramic tile as approved by manufacturer.
- crushed stone max. size 1/2". Slope stone bed to obtain pitch to drain.
- crushed stone bed 1" min. thickness.
- burlap or closely woven cheesecloth.
- 0.4" or 0.6" matting — nylon and carbon black spinnerette extruded 630g/sq. meter (Enkadrain®). Install fabric side up.
- bond coat — portland cement paste on mortar bed that is still plastic, or dry-set mortar or latex-portland cement mortar on a cured bed.
- grout — ANSI A118.6, specify type (see Pages 6, 7 & 9).

## Expansion Joint (architect must specify expansion joints and show location and details on drawings):

- expansion joints mandatory in accordance with Method EJ171, Page 19.
- expansion joints should not go through the gravel bed; they should extend only to the bottom of the setting bed.

## Installation Specifications:

- tile — ANSI A108.1.
- grout — ANSI A108.10.