



Please Reply To: Wall Office

***** INVOICE *****

June 30, 2021

Terry A. Kessler, Esquire
Hill Wallack, LLP
21 Roszel Road P.O. Box 5226
Princeton, NJ 08540

Re: File Number: S-47262
Cambridge Hall Condominium

Rate Rate Type: Search Only
Info: State: NJ
Owners Insurance: \$0.00
Mortgage Insurance: \$0.00
2nd Mortgage Ins.:
Prior Insured Amount:
Prior Mortgage Amount:

CHARGES

Photocopies/Master Deed	\$100.00
Transaction Management Fee (NI)	\$2.00
Total Charges:	\$102.00
Total Payments:	
Balance Due:	\$102.00

***** This invoice supersedes any/all prior invoices *****

NOTE: This invoice is subject to change. Final total invoice must be verified at closing.

NOTE: This invoice is subject to cancellation charges. Please call for appropriate charges.

The insurance commissioner has directed that a statement detailing each pass-through search charge must be supplied to the purchaser, borrower or lessee in each insured transaction.



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June 30, 2021

Terry A. Kessler, Esquire
Hill Wallack, LLP
21 Roszel Road P.O. Box 5226
Princeton, NJ 08540

Re: Title No.: S-47262
Cambridge Hall Condominium
Property Address: Mercer County, NJ

Dear Sir/Madam:

Enclosed herewith please find the following:

- ☐ Superior Court and U.S. District Court Search(es) and/or Patriot Name Search(es)
- ☐ Good Standing Certificate
- ☐ Corporate Status and/or Franchise Tax Search(es)
- ☐ N.J. State UCC Search(es) and/or copies of filings
- ☒ Invoice
- ☐ Revised Closing Service Letter
- ☐ Amended Schedule "C" Legal Description
- ☐ Duplicate Original Policy
- ☐ Tax/Assessment Search(es)
- ☐ Filed Notice of Settlement
- ☐ Sewer Search(es)
- ☐ Tideland/Grant Search(es)
- ☐ Certificate of Formation/Incorporation
- ☐ Title Commitment
- ☐ Child Support Judgment Search(es)
- ☐ Chancery Abstract
- ☐ Survey(s)/Survey Certificate(s)
- ☐ Flood Search(es)
- ☒ Other: Master Deed for Cambridge Hall, along with all amendments

SZ

Enclosures

CAMBRIDGE HALL

MASTER DEED

This Master Deed made this 4 day of December, 1974, by LEHIGH CONSTRUCTION CO., a New Jersey corporation, having its office at 300 South Avenue, Garwood, New Jersey (hereinafter referred to as the "Developer" or "Sponsor").

1. Submission of Property to the Act: The Developer hereby submits the Property (hereinafter defined) to the provisions of the Condominium Act of the State of New Jersey (N.J.S.A. 46:8B-1 et seq.) (hereinafter referred to as the "Act" or as the "Condominium Act"). The Property shall be known as "CAMBRIDGE HALL", a CONDOMINIUM (hereinafter referred to in this document and the By-Laws as "CAMBRIDGE HALL").

2. Definition of Terms: For the purposes hereof, the following terms shall have the meanings indicated:

(a) "Parcel" shall mean the real estate described in Exhibit "1" annexed hereto and made a part hereof.

(b) "Building" shall mean the apartment building constructed by the Sponsor located on the Parcel and containing 90 Residential Units and one or more Commercial Units, as indicated on the Survey.

(c) "Property" shall mean the Parcel and the Building, including the Units and the Common Elements.

(d) "Residential Unit" shall mean a part of the Building designed and intended for independent use as a private dwelling and "Commercial unit" shall mean a part of the building designed and intended for independent use as commercial offices; and shall in each instance consist of the interior walls and partitions which are contained within the private dwelling and shall also consist of the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including dry-wall, paint, etc. contained in the dwelling, as shown on the Survey and of the terrace or balcony which may be entered through such Unit, but shall not mean any part of the Common Elements situated within the Units. All references to Unit herein also include and are references to the Common Elements appurtenant thereto.

INSTRUMENT Prepared by:

HOWARD GOLDBERG, Esq.

VOL 1950 EXT 731

Record & Return TO.
CAPITOL SQUARE LAND & INSURANCE CO.
1100 State Highway No. 33
Trenton, N.J. 08630
(67 Pages) 7:50p

DB 1980-731

rec. 12-5-74

(e) "Common Elements" shall consist of all parts of the Property other than the Units including those listed in the definition of "Common Elements" contained in the Condominium Act.

(f) "Unit Owner" shall mean the person or persons whose estates or interests individually or collectively aggregate fee simple absolute ownership of a Unit.

(g) "Person" shall mean a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

(h) "Association" shall mean CAMBRIDGE HALL CONDOMINIUM ASSOCIATION, INC., a New Jersey not for profit, non-stock membership corporation formed under the Corporations and Associations Not For Profit Act of the State of New Jersey, comprised exclusively of Unit Owners, to effect the management, maintenance, repair and replacement of the Property pursuant to the Act, this Master Deed and the "By-Laws".

(i) "By-Laws" shall mean the By-Laws of the Association, a true copy of which is annexed hereto and made a part hereof as Exhibit "2".

(j) "Survey" shall mean the plan or survey of the Property which is annexed hereto and made a part hereof as Exhibit "3".

(k) Any specified percentage of Unit Owners shall mean any combination of Owners who, in the aggregate, own such specified percentage of Ownership Units.

(l) "Limited Common Elements" shall mean those Common Elements which are for the use of one or more specified Units to the exclusion of other Units.

3. Description of Unit: The legal description of each Unit shall consist of the identifying letter, number or symbol of such Unit as shown on the Survey preceded by the floor number; for example, the type "A" unit on the sixth floor shall be described as Unit "6-A". Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying letter, number or symbol as shown on the Survey and every such description shall be deemed good and sufficient for all purposes as provided in the Act.

Notwithstanding anything herein to the contrary Developer retains the absolute right to divide and further divide or combine the commercial office units into new units, at any time and from time to

time, by filing an amended Master Deed and survey showing such division or combination, signed by Developer only, provided however:

(a) each commercial unit so created shall constitute enclosed space with access to a hallway of common area, and shall be separately identified by letter, number or symbol; and

(b) the total undivided interest in the common elements of the units so divided or combined shall be equal to the proportionate undivided interest originally assigned to the original commercial units.

4. Ownership and Use of Common Elements: The proportionate undivided interest of each Unit Owner in the Common Elements is set forth in Exhibit "4" annexed hereto and made a part hereof. Each Unit Owner shall have the right to use the Common Elements in common with all other Unit Owners for the reasonable purposes for which they are intended. Such rights shall extend to the Unit Owners and the members of the immediate families and guests and other invitees of the Unit Owners. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act, this Master Deed, the By-Laws and the rules and regulations (from time to time adopted) of the Association. The Association shall have the authority to lease or grant licenses or concessions with respect to the laundry rooms or other parts of the Common Elements subject to the provisions of this Master Deed and By-Laws of the Association.

5. Common Expenses: Each Unit Owner shall be required to pay his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Elements, which expenses are hereinafter referred to collectively as "Common Expenses". Such proportionate share shall be the same as the proportionate, undivided interest of the Unit Owner in the Common Elements as set forth in Exhibit "4" herof. Payment thereof shall be in such amount and at such times as may be provided in the By-Laws. The Association, on behalf of the Unit Owners, shall have a lien on each Unit for unpaid Common Expenses assessed against such Unit by the Association. All such liens shall be subordinate to the lien of a prior recorded first mortgage to which such Unit is subject. The liability of each Unit Owner for the payment of Common Expenses assessed against his Unit shall terminate upon a valid permissible sale, transfer or conveyance of his Unit in accordance with and subject to the provisions of the By-Laws, except as to those assessments made prior to such sale, transfer or conveyance. A purchaser or grantee of a Unit shall be required to pay unpaid Common Expenses assessed against his Unit prior to the acquisition by him of such Unit, except that a mortgagee who acquired title to the mortgaged Unit or a purchaser at a foreclosure sale shall not be liable for unpaid assess-

ments applicable to the period prior to the acquisition of title to such unit by such mortgagee or purchaser at a foreclosure sale. In the event of a foreclosure by the Association of its lien on any Unit for unpaid assessments, and if the proceeds of the foreclosure sale shall not be sufficient for the payment of such unpaid assessments, the unpaid balance shall be charged to all Unit Owners (including the purchaser of the Unit sold at the foreclosure sale) as a Common Expense.

6. Association - Board of Trustees - Voting: The Board of Trustees of the Association shall constitute the governing Board referred to in the Act (N.J.S.A. 46:8B-12). Each Unit Owner shall automatically become and be a member of the Association so long as he continues to be a Unit Owner. Upon the termination of the interest of a Unit Owner, his membership shall thereupon automatically terminate and transfer and inure to the new Unit Owner succeeding him in title. The aggregate number of votes for all members of the Association shall be one hundred (100) and shall be divided among the members in the same ratio as their respective percentage undivided interests in the Common Elements, as set forth in Exhibit "4".

7. Determination of Board to be Binding: Matters of dispute or disagreement between Unit Owners with respect to the interpretation or application of the provisions of this Master Deed or the By-Laws shall be determined by the Board of Trustees, which determination shall be final and binding on all Unit Owners.

8. Parking Facilities: The parking facilities within the Property shall be part of the Common Elements and, subject to the provisions of the By-Laws, will be operated by the Association. The parking spaces assigned on the survey to the commercial unit shall be limited common area reserved for the commercial unit(s). Each Unit Owner, upon purchase of his Unit, will be assigned the exclusive use of at least one parking space by the Developer.

9. Storage Areas: Storage areas in the Building outside of the Units shall be part of the Common Elements and the use thereof shall be allocated among the Unit Owners as the Association may from time to time prescribe. Each residential unit owner, upon purchase of his unit, will be assigned the exclusive use of at least one storage bin in Storage Area.

10. Mortgaging of Units: Each Unit Owner shall have the right to mortgage or encumber his Unit provided that such mortgage or encumbrance is made to a bank, trust company, insurance company, savings and loan association, pension fund or other institutional lender or is a purchase money mortgage made to the Sponsor or to the seller of a Unit.

11. Property Taxes, Assessments and Charges: All property taxes, assessments and other charges imposed by any taxing authority are to be separately assessed against and collected on each Unit as a single parcel, as provided in the Act. In the event that, for any year, such taxes are not separately taxed to each Unit, but are taxed to the Property as a whole, each Unit Owner shall pay his proportionate share thereof in accordance with his proportionate undivided interest in the Common Elements.

12. Utilities: Each Unit Owner shall pay for his own telephone, and any other utilities which are separately metered or billed to each user by the utility company furnishing the service. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

There shall be separate electricity meters for the residential units and the commercial units. The cost of electricity for the commercial units shall be borne exclusively by the commercial unit owners, proportionately to their respective interests, and the cost of electricity for the residential units shall be borne exclusively by the residential unit owners, proportionately to their respective interests.

13. Insurance: The Board of Trustees shall be required to obtain and maintain, to the extent obtainable, the types and amounts of insurance required by the By-Laws.

14. Maintenance, Repairs and Replacements: Except as otherwise herein provided, each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements of his own Unit; provided, however, that such maintenance, repairs and replacements as may be required for the functioning of the plumbing within the Unit and for the bringing of water and electricity to the Unit shall be furnished by the Association as part of the Common Expenses. Maintenance, repairs and replacements of the air conditioning and heating units, refrigerators, ranges and other kitchen appliances and lighting fixtures and other electrical appliances and plumbing fixtures of any Unit Owner shall be at the Unit Owner's sole expense. Maintenance, repairs and replacements of the Common Elements shall be furnished by the Association as part of the Common Expenses. The Association may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to all Units by Building personnel and to be charged as a Common Expense.

If, due to the negligent act or omission of a Unit Owner, or of a member of his family living with him in the Unit or of another authorized occupant of such Unit, damage shall be caused to the Common Elements or to a Unit or Unit owned by others, or maintenance, repairs or replace-

ments shall be required which would otherwise be at the Common Expense, such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, at the discretion of the Association, if such damage is not covered by insurance maintained by the Association. Maintenance, repairs and replacements to the Common Elements or the Units shall be subject to the By-Laws and regulations of the Association.

To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, the use thereof by the individual Unit Owners shall be subject to the By-Laws and the rules and regulations of the Association. The authorized representatives of the Association, or of the managing agent for the Building, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs, or replacements of the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements.

Each Unit Owner shall be responsible for the maintenance, repair and replacement of all windows of his Unit.

15. Decorating: Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit from time to time necessary or desirable, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings which constitute the exterior boundaries of the Unit owned by him. Each Owner, at his sole expense, shall maintain such interior surfaces in good condition and shall have the right to decorate such interior surfaces as he may see fit. The responsibility for cleaning or washing the exterior surfaces of all windows forming part of a perimeter wall of a Unit shall be that of the owner of that Unit. The use of and the covering of the interior surfaces of such windows, whether by draperies, shades or other items visible from the exterior of the Building, shall be subject to the rules and regulations of the Association. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Unit caused by maintenance, repair or replacement work on the Common Elements by the Association, shall be furnished by the Association as part of the Common Expenses.

16. Alterations, Additions and Improvements: No Unit Owner (other than the Sponsor) may make any structural additions, alterations or improvements to his Unit or the Common Elements without the prior written approval of the Association or impair any easement without the

written consent of the Association and of the Unit Owner or Owners for whose benefit such easement exists.

17. Encroachments: If any portion of the Common Elements shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portions of the Common Elements, as the Common Elements and Units are shown by the Survey, there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective Unit Owners involved to the extent of such encroachments, so long as the same shall exist.

18. Sale or Lease or Other Disposition of Residential Units - Right of First Refusal of Association: Should the Residential Unit Owner wish to sell or lease his Unit, he shall, before accepting any offer to sell or lease his Unit, comply with the applicable provisions of the By-Laws. Any attempt to sell or lease a Unit except as provided in the By-Laws shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser or lessee.

19. Remedies: In the event of any default by a Unit Owner under the provisions of the Act, Master Deed, By-Laws, or rules and regulations of the Association, the Association and the Board of Trustees shall have each and all of the rights and remedies which may be provided in the Act, Master Deed, By-Laws, or said rules and regulations or which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Unit or for damages or injunction or specific performance or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum legal rate until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his share of the Common Expense. The Association shall have a lien for all of the same, as well as for non-payment of his share of the Common Expenses, upon the Unit of such defaulting Unit Owner and upon all of his personal property in his Unit or located elsewhere on the Property. In the event of any such default by any Unit Owner, the Association and, if so authorized by the Association, the managing agent shall have the authority to correct such default, and to do whatever may be necessary for such purpose. All expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association.

20. Amendments: The provisions of the Master Deed may be amended from time to time pursuant to a resolution or written consent approving such amendment or amendments adopted or given by Unit Owners owning not less than seventy-five (75%) percent, in the aggregate, of the total ownership interest in the Common Elements; provided, however, that if the Act, this Master Deed or the By-Laws shall require the consent or agreement of a greater percentage of Unit Owners or of lien holders for any action specified in the Act or in the Master Deed or By-Laws, any amendment or amendments with respect to such action shall require consent or agreement of such greater percentage of Unit Owners or lien holders as may be provided in the Act, this Master Deed, or the By-Laws. All amendments to this Master Deed shall be recorded.

21. Notices: All notices to the Association required or referred to herein shall be effectively given only if sent by registered or certified mail to the Association at P.O. Box 10, Garwood, New Jersey, or to such other address as the Board of Trustees may from time to time for such purpose designate. All notices to any Unit Owner shall be effectively given only if sent by registered or certified mail to the address designated for his Unit, or to such other address as may be designated from time to time by such Unit Owner for such purpose in written notice to the Association with a copy to the holder of any permitted mortgage secured on the Unit owned by such Unit Owner of which notice has been given to the Association by the Unit Owner.

22. Severability: If any provision of the Master Deed or the By-Laws shall be held invalid, it shall not affect the validity of the remainder of the Master Deed and the By-Laws.

23. Rights and Obligations: The provisions of this Master Deed and the By-Laws and the rights and obligations established thereby shall be deemed to be covenants running with the land so long as the Property remains subject to the provisions of the Act and shall inure to the benefit of and be binding upon each and all of the Unit Owners and their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees and mortgages. By the recording or the acceptance of a deed conveying a Unit, or any interest therein, or any ownership interest in the Property whatsoever, the person to whom such Unit or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of the Act, this Master Deed and the By-Laws.

24. Limited Common Elements - Commercial Units: The following portions of the common elements are hereby set aside and reserved for the use of the commercial units to the exclusion of the residential units:

- (a) The parking area on the northwesterly part of the parking

lot as shown on the survey.

(b) The hallway on the ground floor which services the commercial units.

(c) Such sign as may be permitted by Ewing Township in the front yard of the property located along Lower Ferry Road (the maintenance cost for which shall be exclusively borne by the commercial units, proportionately to their respective interests).

25. Captions: The captions herein are inserted only as a matter of convenience and in no way define, limit or describe the scope of this Master Deed or the intent of any provision hereof.

26. Miscellaneous:

(a) The Association shall act through its Board of Trustees and Officers as provided in the By-Laws.

(b) The living unit on the ground floor will be made available, rent free, to the Building Superintendent and the cost of maintenance and repair of this living unit and the share of the Common Expenses which might otherwise be borne by the owner of this living unit shall be Common Expenses and be borne by all Unit Owners in proportion to their interests in the Common Elements.

(c) The Sponsor reserves the right to modify the survey to combine and/or divide any Unit or Units at any time prior to execution of an Agreement of Sale of the affected Units provided only that such action shall not affect the percentage share of Common Expenses borne by other Unit Owners. Upon any such modification being made, the Sponsor shall cause an amended Survey to be recorded.

27. Ratification, Confirmation and Approval of Agreements: The fact that some or all of the officers, directors, members or employees of the Association and the Sponsor are identical, and the fact that the Sponsor, or its nominees, have heretofore or will hereafter enter into agreements with the Association or with third parties, or that the Sponsor may be the owner of one or more Units, will not void or violate any such agreements and the Association and its members, from time to time, will be obligated to abide by and comply with the terms and conditions thereof. The purchase of a Unit, and the acceptance of the deed therefor by any party shall constitute the ratification, confirmation and approval by such purchaser, his heirs, legal representatives, successors and assigns, of the propriety and legality of said agreement or agreements, or any other agreements authorized and permitted by the Act, this Master Deed and/or the By-Laws.

IN WITNESS WHEREOF, the Sponsor has caused these presents to be signed and duly executed the day and year first above written.

LEHIGH CONSTRUCTION CO.

ATTEST:

BY: Anthony Mazzucca, Sr.
Anthony Mazzucca, Sr., President

Raymond R. Vincent
Raymond R. Vincent, Secretary

STATE OF NEW JERSEY)

COUNTY OF UNION)

SS:

BE IT REMEMBERED, that on this 27th day of November 1974, before me, the subscriber, A Notary Public of New Jersey, personally appeared RAYMOND R. VINCENT who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Secretary of LEHIGH CONSTRUCTION CO. the Corporation named in the within Instrument; that ANTHONY MAZZUCCA, SR. is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Sworn to and subscribed before me,
the date aforesaid.

Raymond R. Vincent
Raymond R. Vincent

Howard P. Goldberg
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires January 6, 1978

PREPARED BY:
Howard P. Goldberg, Esq.
Goldberg & Wildstein
(A Professional Corporation)
300 South Avenue
Carwood, New Jersey 07027

- 10 -

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EXHIBIT 1

BEGINNING at a point in the southeasterly line of Lower Ferry Road, said point being 70.86 feet northeast of the intersection of the northeasterly line of Ashley Avenue and the southeasterly line of Lower Ferry Road, south 46 deg. 05 min. east a distance of 5.06 feet, thence (1) running along the relocated line of Lower Ferry Road, north 52 deg. 50 min. East, 521.62 feet, to a point; thence (2) along the southeasterly line of lands now or formerly of Homasote Co., south 43 deg. 35 min. east 361.04 feet, to a point; thence (3) along the northwesterly line of lands now or formerly of State of New Jersey, south 52 deg. 50 min. west, 505.68 feet to a point which is in the northwesterly line of Esther Avenue extended; thence (4) along the northeasterly line of lands now or formerly of State of New Jersey, parallel with and 70 feet from the northeasterly line of Ashley Avenue, north 46 degrees 5 min. west 363.13 feet, to the point and place of beginning.

The within description being pursuant to survey of Anthony Mazzucca, P.E. & L.S. dated September 26, 1973.

Premises located on Lower Ferry Road, Township of Ewing, County of Mercer, New Jersey .

EXHIBIT 2

**BY-LAWS
OF**

CAMBRIDGE HALL CONDOMINIUM ASSOCIATION, INC.
A New Jersey Not For Profit Corporation

ARTICLE I

Name, Office and Purpose

101. Name and Principal Office: These are the By-Laws of CAMBRIDGE HALL CONDOMINIUM ASSOCIATION, INC. (hereinafter called the "Association"). The principal office of the Association shall be located initially at P.O. Box 10, Garwood, New Jersey, but thereafter may be located at such other suitable and convenient place or places as shall be permitted by law and designated by the Trustees.

102. Purpose: The Association is formed to serve as a means through which the condominium unit owners (hereinafter "Unit Owners") may take action with regard to the administration, management, maintenance, repair and operation of the Property (hereinafter defined) known as CAMBRIDGE HALL, A CONDOMINIUM (hereinafter the "Condominium") to be constructed by Lehigh Construction Co. (the "Sponsor") on certain land situate in Ewing Township, Mercer County, New Jersey, in accordance with the provisions of a master deed (hereinafter the "Master Deed") to be recorded in the office of the Mercer County Clerk, to which these By-Laws are appended as an exhibit.

The statutes relating to condominiums in effect in the State of New Jersey pursuant to which the Condominium is to be promulgated and governed are P.L. 1969, Ch. 257, R.S. 46:2B-1 et seq. of the laws of the State of New Jersey (hereinafter the "Condominium Act" or the "Act") and the Association is intended to be the entity responsible for the administration of the Condominium as defined in the Condominium Act.

ARTICLE II

Plan of Unit Ownership

201. Applicability of By-Laws: The provisions of these By-Laws are applicable to the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the building ("Building") and all other improvements thereon (including the residential units, the commercial units, and the common elements), and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all as set forth in the Master Deed.

MA 1980 742

202. Application: All present and future owners, mortgagees, lessees and occupants of residential units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws, the rules and regulations of the Association and the Master Deed.

The recording or acceptance of a deed conveying a Unit, or any interest in the Property whatsoever, or the entering into a lease or the act of occupancy of a residential or commercial unit shall constitute an agreement that these By-Laws, the rules and regulations of the Association and the provisions of the Master Deed, as they may be amended from time to time, are accepted, ratified and will be complied with. Each purchaser of a residential or commercial unit (hereinafter "Unit") in the Condominium will, by virtue of his ownership, become a member of the Association. Title to Units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as tenants by the entirety, or in the name of a corporation or partnership, or in the name of a fiduciary.

ARTICLE III

Meetings of Unit Owners

301. Place of Meetings: The Unit Owners shall hold meetings at the principal office of the Condominium in the Building or at such other place as may be fixed, from time to time, by the Board of Trustees and designated in the notice of such meeting. The first meeting of the Unit Owners shall be held on the second Wednesday in August, 1974 at 8 o'clock P.M. Thereafter, the annual meetings of the Unit Owners shall be held at 8 o'clock P.M. on the second Wednesday of August in each year or, in the event that day is a holiday, on the first day thereafter which is not a legal holiday. At the annual meeting, subject to the provisions of section 401 hereof, the Unit Owners shall elect a Board of Trustees of the Association and may transact such other business as may properly come before the meeting.

302. Special Meetings: Special meetings may be called by the President, Vice-President, Secretary, or a majority of the Board of Trustees, and must be called by such officers upon receipt of a written request signed by twenty-five percent (25%) or more of the Unit Owners; provided, however, that, in the discretion of the Board of Trustees, no more than one special meeting of the Board need be held in any one calendar month. Such written request shall state the purpose or purposes of the proposed meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice.

303. Record Date: For the purpose of determining the Unit Owners entitled to notice of any meeting of the Association, or any adjournment thereof, or for the purpose of any other action, the Board of Trustees shall fix in advance a date as the record date for such determination. Such date shall not be more than sixty (60) nor less than ten (10) days before the date of the meeting. If no record date is fixed, the date shall be determined in accordance with the provisions of law relating thereto.

304. Notice of Meeting: Notice of meetings of the Unit Owners shall be in writing. Notice of a meeting other than the annual meeting shall indicate and state that it is being issued by or at the direction of the person or persons calling the meeting. Such notice shall be mailed or delivered not less than ten (10) nor more than thirty (30) days prior to the date of the meeting. Notice of all meetings relating to disposition of assets or the granting of rights or easements in the Property must also be given to the holders of first mortgages secured on any Units if the Association has received notice of the identity and address of such mortgages from the Unit Owner whose Unit is subject to such mortgage.

305. Waiver of Notice: Notice of a meeting need not be given to any Unit Owner who signs a waiver of notice either in person or by proxy, whether before or after the meeting. The attendance of any Unit Owner at a meeting, in person or by proxy, without protesting the lack of proper notice of such meeting prior to the conclusion of the meeting shall constitute a waiver of the notice of meeting by him.

306. Quorum: The presence in person or by proxy of Unit Owners holding at least fifty-one percent (51%) or more ownership interest in the Common Elements (as defined in the Master Deed) shall constitute a quorum at a meeting of the Unit Owners.

307. Majority Vote: The vote of a majority in interest of the Owners of shares (as defined in Section 308 hereof) present and entitled to vote at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes other than those which under the terms of the Master Deed or these By-Laws or the provisions of New Jersey law, require a higher percentage vote.

308. Voting: The Association may, but shall not be required to, issue certificates or other evidence of membership. The aggregate number of votes for all Unit Owners shall be one hundred (100) and shall be divided among the Unit Owners in accordance with the percentage of ownership interest in the Common Elements applicable to each of their Units (herein sometimes referred to as the "shares"). A fiduciary shall be entitled to vote with respect to any Unit owned in a fiduciary capacity. If a Unit is owned by more than one Unit Owner, the votes allocable

to such Unit may be divided in such manner as the Unit Owners owning the same shall determine; provided that written notice of such determination has been filed with the Secretary of the Association before the appointed time of the meeting, signed by all Owners of such Unit. No vote shall be cast on behalf of a Unit which has been acquired by the Association in its own name or in the name of its agent, designee or nominee on behalf of all of the Unit Owners so long as it continues to be so held. Votes may be cast by each Unit Owner in person or by written proxy when filed with the Secretary of the Association at least ten (10) days before the appointed time of the meeting. A proxy shall be valid only for the particular meeting designated therein. A proxy may be revoked by the Unit Owner by appearance in person at the meeting and upon filing with the Secretary of the Association, at that time, notice of the revocation.

309. Good Standing: As used in these By-Laws, a Unit Owner shall be deemed in good standing and shall therefore be entitled to vote as herein provided at any meeting of Unit Owners (subject to the limitations of Section 308 of this Article), if said Unit Owner shall have fully paid all assessments and charges theretofore levied against his Unit and himself, as well as any interest, penalties, costs, fees and the like which may have been levied against said Unit Owner or his Unit.

310. Adjournment of Meetings: If any meeting of Unit Owners cannot be held because a quorum has not attended, the meeting shall be adjourned to a time not less than 48 hours from the time the original meeting was called.

311. Action By Written Consent of Unit Owners: Any action that may be taken by a vote of the Unit Owners may be taken without a meeting (provided the laws of the State of New Jersey then so provide) by written consent setting forth the action so taken or to be taken signed and duly acknowledged by the Unit Owners entitled to cast the majority of the total outstanding votes of all Unit Owners in accordance with Section 307 hereof, unless those By-Laws or the provisions of New Jersey law shall require a greater percentage of votes with respect to a particular action (in which case the action, to be effective, must be signed by Unit Owners entitled to cast such greater percentage of votes).

312. Order of Business: The order of business at the annual meeting of the Unit Owners shall be as follows:

- (a) Roll Call
- (b) Proof of Notice of Meeting
- (c) Reading of Minutes of Preceding Meeting
- (d) Reports of Officers
- (e) Report of Board of Trustees
- (f) Reports of Committees (if any)

- (g) Appointment of Inspectors of Election
- (h) Election of Members of the Board of Trustees
- (i) Unfinished Business
- (j) New Business
- (k) Adjournment

The order of business at all other meetings of the Unit Owners shall conform to the above order of business insofar as the special purpose or purposes of the meeting will permit.

ARTICLE IV

Board of Trustees

401. Number and Qualification: The affairs of the Association shall be governed by a Board of Trustees consisting, initially, of not less than three (3) members. Until the earlier of (a) October 31, 1975, (b) the date on which title to all Residential Units has been transferred to other Unit Owners by the Sponsor, (c) such earlier date as may be fixed by the Sponsor, the Board of Trustees of the Association shall consist of such persons as shall be designated by the Sponsor. Thereafter, the Board of Trustees shall consist of seven (7) persons (or such greater number as may be fixed by the Board of Trustees from time to time), each of whom shall be owners or spouses of owners of Units or, in the case of partnership owners, shall be members or employees of such partnership or, in the case of corporate owners (including the Sponsor, during such time as Sponsor shall be the owner of any Units), shall be officers, stockholders or employees of such corporation or, in the case of fiduciary owners, shall be fiduciaries or officers or employees of such fiduciaries. At all times, if required by law, at least one of the members of the Board of Trustees shall be a resident of the State of New Jersey. At all times that any Unit is owned by Sponsor, at least one of the Members of the Board of Trustees shall be appointed by Sponsor and such member shall serve at the pleasure of Sponsor and may be removed from office by Sponsor at any time, with or without cause. At all times at least one of the seven Trustees shall be an owner or occupant of a commercial unit.

402. Powers and Duties: The Board of Trustees shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things except those which, by law or by the Master Deed or by these By-Laws, may not be delegated to the Board of Trustees by Unit Owners. Such powers and duties of the Board of Trustees shall include, but shall not be limited to, the following:

- (a) The operation, care, upkeep, repair and replacement of the Common Elements and services and personal property of the Association, if any, together with the right to use all funds collected by the Association to effectuate the foregoing.

(b) (1) Determination of the Common Expenses required for the affairs and duties of the Association including the establishment of reasonable reserves for future replacement of and maintenance to Property of the Association.

(2) The Board of Trustees shall, prior to the beginning of each fiscal year of the Association, prepare a budget which shall determine the amount of common charges payable by each Unit to meet the Common Expenses of the Association including the aforesaid reserves and to make up for any deficit in the Common Expenses for any prior year. The Board of Trustees shall allocate and assess such charges among the Unit Owners according to and in the percentage of their respective ownership of Common Elements as set forth in the Master Deed provided, however, that charges to be borne exclusively by either Residential Units or Commercial Units shall be assessed only against such Unit owners. In the event receipts of the Association exceed the common expenses in any fiscal year, the excess shall be applied by the Association to reduce on a pro rata basis the assessment against each Unit Owner in the next succeeding fiscal year. Unit Owners shall be advised of the amount of Common Expenses payable by each of them promptly after such determination is made and these charges shall be paid to the Association in twelve (12) equal monthly installments on the first day of each month of the fiscal year, in advance, at the office of the Association. A statement of the aforesaid yearly charges shall be mailed to each Unit Owner at the commencement of each fiscal year and no further billing by the Association shall be required.

(3) The fiscal year of the Association shall be a calendar year.

(4) Anything in these By-Laws or elsewhere to the contrary notwithstanding, the Board of Trustees shall not have the authority, except in the case of an emergency, to expend in excess of \$5,000 on any item in any year which is not specified in or, if specified, over the amount indicated for such item in, the aforesaid budget for such year without the consent of the Unit Owners holding a majority of the shares in the Common Elements.

(c) Collection of the Common Expenses and assessments from the Unit Owners together with any costs and expenses of collection thereof.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the Property, including the Common Elements and other property which may be owned by the Association.

(e) Adoption and amendment of rules and regulations covering the operation and use of the Property.

(f) Open bank accounts on behalf of the Association and designate the signatories required therefor.

(g) Purchase or arrange for such services, machinery, tools, supplies and the like as in the opinion of the Board of Trustees may, from time to time, be necessary for the proper operation and maintenance of the Property and Common Elements and the facilities and general business of the Association. The Board of Trustees may also employ a managing agent for the Association, at such compensation as it may deem appropriate, to perform such duties as the Board of Trustees may designate and may lawfully delegate.

(h) Employ legal counsel, engineers, and accountants and fix their compensation whenever such services may be deemed necessary by the Board of Trustees.

(i) Maintain detailed books of account of the receipts and expenditures of the Association. The aforesaid books of account shall be audited when requested by the Board of Trustees but not less often than annually by a certified public accountant and a statement reflecting the financial condition and transactions of the Association shall be furnished to each Unit Owner on an annual basis. The books of account and any supporting vouchers shall be made available for examination by a Unit Owner at convenient hours on working days that shall be established by the Board of Trustees and announced for general knowledge.

(j) Maintain adequate fidelity bonds for Association officers, agents and employees handling Association funds and records at such times and in such amounts as the Board of Trustees may deem necessary. The premiums for such coverage shall be paid by the Association and shall constitute a Common Expense.

(k) Pay all taxes, assessments, utility charges and the like assessed against any property of the Association or assessed against any Common Element, exclusive of any taxes or assessments properly levied against any Unit Owner.

(l) Purchase or lease or otherwise acquire in the name of the Association or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or surrender by their Unit Owners, in the discretion of the Board of Trustees.

(m) Purchase Units at foreclosure or other judicial sale in the name of the Association, or its designee, corporate or otherwise, on behalf of all Unit Owners, in the discretion of the Board of Trustees.

(n) Sell, lease, mortgage or otherwise deal with Units acquired or leased by the Association, or its designee, on behalf of all Unit Owners.

(o) Adjust or increase the amount of any monthly installment payment of Common Expenses and levy and collect from Unit Owners special assessments in such amounts and payable in such manner as the Board of Trustees may deem necessary to defray and meet increased operating costs, capital expenses or to resolve emergency situations; provided, however, that all such special assessments or increased payment assessments shall be levied against the Unit Owners in the same proportions or percentages as provided in Section 604 hereof and shall be subject to the provisions of Section 402(b) hereof.

(p) Organize corporations to act as designees of the Association in acquiring title to or leasing Units on behalf of all Unit Owners.

(q) Make repairs, additions and improvements to or alterations of the Property when necessary and, in addition, make repairs to and restoration of the Property in accordance with the other provisions of these By-Laws after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings. When, in the opinion of the Board of Trustees, any of the Common Elements requires protection, renewal, maintenance or repair or when enforcement of any of the Association's rules and regulations so require or when the abatement of any nuisance is required or in any emergency situation, the Board of Trustees shall have the right to enter any Unit for such purpose. Such entry shall, however, be done with as little inconvenience to the Unit Owners as is reasonably possible. By the acceptance of a deed conveying each Unit to the Unit Owner, each Unit Owner expressly and irrevocably grants and confirms the rights of entry aforesaid.

403. Election and Term of Office: At the first annual meeting of the Unit Owners held after the earlier of (a) October 31, 1975, (b) the date on which title to all Residential Units has been transferred to other Unit Owners by the Sponsor, or (c) such earlier date as may be fixed by the Sponsor, the membership of the Board of Trustees shall be expanded to not less than seven, the term of office of three members of the Board of Trustees shall be fixed at three (3) years, the term of office of two members of the Board of Trustees shall be fixed at two (2) years, and the term of office of the remaining members of the Board of Trustees shall be fixed at one (1) year. At the expiration of the initial term of office of each respective member of the Board of Trustees elected at such meeting, his successor shall be elected to serve for a term of three years. The members

of the Board of Trustees shall hold office until their respective successors shall have been elected by the Unit Owners.

404. Removal of Members of the Board of Trustees: At any annual or special meeting of Unit Owners held after the earlier of (a) October 31, 1975, (b) the date on which title to all Residential Units has been transferred to other Unit Owners by the Sponsor, or (c) such earlier date as may be fixed by the Sponsor, any one or more of the members of the Board of Trustees may be removed with or without cause by a majority vote of the Unit Owners pursuant to Section 307 hereof and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Trustees whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting called for such purpose. The representative of Sponsor on the Board of Trustees shall not be subject to removal except by Sponsor.

405. Vacancies: Vacancies in the Board of Trustees caused by any reason other than the removal of a member thereof by a vote of the Unit Owners or by act of the Sponsor shall be filled by a vote of a majority of the remaining trustees at a special meeting of the Board of Trustees held for that purpose promptly after the occurrence of any such vacancy. Each person so elected shall be a member of the Board of Trustees until a successor shall be elected by the Unit Owners at the next annual meeting of the Unit Owners. The term of the newly elected trustee shall be for the balance of the term of the vacated trusteeship. Any vacancy created by the removal of a member of the Board of Trustees by Sponsor shall be filled by a person designated for such purpose by Sponsor.

406. Organizational Meeting: The first meeting of the members of the Board of Trustees following the first annual meeting of the Unit Owners held after the earlier of (a) October 31, 1975, (b) the date on which title of all Residential Units has been transferred to other Unit Owners by the Sponsor, or (c) such earlier date as may be fixed by the Sponsor, shall be held at such time and place in the State of New Jersey as shall be fixed by the Unit Owners at the meeting at which such Board of Trustees shall have been elected and no notice shall be necessary to the newly elected members of the Board of Trustees in order legally to constitute such meeting, provided a majority of the whole Board of Trustees shall be present thereat.

407. Regular Meetings: Regular meetings of the Board of Trustees may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Trustees, but at least one such meeting shall be held during each fiscal year of the Association.

Notice of the regular meetings of the Board of Trustees shall be given to each member of the Board of Trustees at least three (3) business days prior to the day designated for such meeting.

408. Special Meetings: Special Meetings of the Board of Trustees may be called by the President of the Association on notice sent to each member of the Board of Trustees at least three (3) business days prior to such meeting. The aforesaid notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Trustees shall be called by the President or Secretary in like manner and on like notice at the written request of at least three members of the Board of Trustees.

409. Waiver of Notice: Any member may at any time waive notice of any meeting of the Board of Trustees, in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Trustees at any meeting of the Board of Trustees shall constitute a waiver of notice by him of the time and place thereof, unless such attendance is for the purpose of protesting lack of notice and written notice of such purpose is delivered to the other members of the Board at that time. If a majority of the members of the Board of Trustees are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

410. Quorum of Board of Trustees: At a meeting of the Board of Trustees, a majority of members thereof shall constitute a quorum for the transaction of business and the votes of a majority of the members of the Board present at a meeting at which a quorum is present shall constitute the decision of the Board of Trustees. If at any meeting of the Board of Trustees there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

411. Fidelity Bonds: The Board of Trustees shall use its best efforts to obtain adequate fidelity bonds for all officers and employees of the Association handling or responsible for Association funds. The premiums on such bonds shall constitute a Common Expense.

412. Compensation: No member of the Board of Trustees shall receive any compensation from the Association for acting as such.

413. Liability of the Board of Trustees: The members of the Board of Trustees shall not be liable to the Unit Owners or the Association for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners and the Association shall indemnify, defend and hold harmless each of the members of the Board of Trustees from and against all contractual liability to others arising out of contracts made by the Board of Trustees on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or of these By-Laws. It is intended that the members of the Board of Trustees shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Trustees or out of the aforesaid indemnity in favor of the members of the Board of Trustees shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements. Every agreement made by the Board of Trustees on behalf of the Association shall provide that the members of the Board are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners) and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

414. Managing Agent: The Board of Trustees may employ a managing agent for the Condominium at a rate of compensation established by the Board of Trustees to perform such duties and services as the Board of Trustees shall authorize. The Board of Trustees may delegate to the managing agent all of the powers granted to the Board of Trustees by these By-Laws but, notwithstanding such delegation, shall remain responsible to the Unit Owners for the proper performance of such duties and services.

ARTICLE V

Officers

501. Designation: The principal officers of the Association shall be the President, the Vice-President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Trustees. The Board of Trustees may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in its judgment may be necessary. The President shall be, but no other officers need be, a member of the Board of Trustees.

502. Election of Officers: The officers of the Association shall be elected by a majority vote of the Board of Trustees and shall hold office at the pleasure of the Board of Trustees. Elections shall be held at the organizational meeting of each new Board of Trustees, or more frequently, if necessary.

503. Removal of Officers: Upon the affirmative vote of a majority of the members of the Board of Trustees, any officer may be removed, with or without cause. His successor may be elected at any regular meeting of the Board of Trustees or at any special meeting of the Board of Trustees called for such purpose.

504. President: The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the Unit Owners and of the Board of Trustees. He shall have all of the general powers and duties which are incident to the office of President of a corporation organized under New Jersey law, including, but not limited to, the power to appoint committees from among the Unit Owners, from time to time, as he may in his discretion decide is appropriate, to assist in the conduct of the affairs of the Association.

505. Vice-President: The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Trustees shall appoint some other member of the Board of Trustees to act in the place of the President on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Trustees or the President.

506. Secretary: The Secretary shall keep the minutes of all meetings of the Association and of the Board of Trustees. He shall have

charge of such books and papers as the Board of Trustees may direct and he shall, in general, perform all the duties incident to the office of Secretary of a corporation organized under New Jersey law. The Secretary shall also perform the duties aforesaid for any committees as the Board of Trustees or the President may so direct.

507. Treasurer: The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. He shall be responsible for the deposit of all monies and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Trustees and he shall generally perform all duties incident to the office of Treasurer of a corporation organized under New Jersey law. He shall render to the President and to the Board of Trustees a full account of his transactions as Treasurer and a full account of the financial condition of the Association at the regular meetings of the Board of Trustees and whenever either the President or the Board of Trustees shall so require.

508. Compensation of Officers: No officers shall receive any compensation from the Association for acting as such.

509. Agreements, Contracts, Deeds, Checks, etc.: All agreements, contracts, deeds, leases, checks and other instruments of the Association shall require execution by any two officers of the Association or by such other person or persons as may be designated by the Board of Trustees.

510. Indemnification of Officers: Each officer, his heirs, administrators and executors shall be indemnified, defended and held harmless by the Association from and against any losses, expenses and counsel fees reasonably incurred in connection with any action or proceeding in which said officer, his heirs, administrators and/or executors are made a party by reason of such office; provided, however, that should such officer be adjudged in such action to have been guilty of gross negligence or willful misconduct, the aforesaid indemnity shall not apply. In the event of a settlement, such officer shall be indemnified only as to such matters covered by the settlement which the Association is advised by its counsel are not the result of such gross negligence or willful misconduct of such officer and only if and to the extent such settlement is approved by the Board of Trustees. This indemnification is intended to encompass the aforesaid acts of the officers as such to the extent herein provided and is not intended to be operative with respect to any duties, obligations or liabilities assumed by such officers as Unit Owners or Association members.

ARTICLE VI

Operation of Property

601. Determination and Establishment of Common Expenses: The Board of Trustees shall, from time to time, but not less often than annually, prepare a budget for the Condominium, determine the amount of Common Expenses payable by the Unit Owners, and allocate and assess such Common Expenses among the Unit Owners according to their respective interests in the Common Elements. The Common Expenses shall include, among other things, the cost of insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Trustees pursuant to the provisions of Section 602 hereof. The Common Expenses shall also include such amounts as the Board of Trustees may deem proper for the operation and maintenance of the Property, including, but not limited to, accounts for working capital of the Association, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the Common Expenses for any prior year. The Common Expenses may also include such amounts as may be required for the purchase or lease by the Association or its designee, on behalf of all Unit Owners, of any Unit whose owner has elected to sell or lease such Unit, or of any unit which is to be sold at a foreclosure or other judicial sale. The Board of Trustees shall advise all Unit Owners promptly, in writing, of the amount of Common Expenses payable by each of them, as determined by the Board of Trustees, as aforesaid, and shall furnish copies of the budget on which such Common Expenses are based to all Unit Owners. Anything in these By-laws to the contrary notwithstanding, the Board of Trustees shall not have the authority to incur any liability or expend any funds on behalf of the Unit Owners or the Association in respect of capital improvements proposed to be made (whether or not so designated on the books of the Association) in excess of \$15,000 in any fiscal year of the Association, without, in each instance, the prior authorization of the Unit Owners by the affirmative vote of 75% of the shares cast on the question at a meeting of the Association at which a quorum shall be present.

602. Insurance:

(a) The Board of Trustees shall be required to obtain and maintain, to the extent it is available, the following insurance upon the Units, the Common Elements, and upon equipment and personal property owned by the Association. If agreeable to the insurer, such policies shall include provisions that they be without contribution, that improvements to Units made by Unit Owners shall not affect the valuation of the Property for the purposes of insurance, and that the insurer waives its right of subrogation as to any claims against Unit Owners, the Association and their

respective families, employees, servants, agents, guests and invitees. The coverages shall be against the hereinafter enumerated perils and contingencies:

(1) The Building and all improvements upon the Property and all personal property included therein, except such personal property as may be owned by the Unit Owners, shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation, foundations and other construction components customarily excluded) as determined periodically by the insurance company affording such coverage. To the extent such insurance is available, such coverage shall afford protection against:

(i) Loss or damage by fire or other hazards covered by the standard extended coverage endorsements; and

(ii) Such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use to the Building, including, but not limited to vandalism, malicious mischief, windstorm and water damage.

(2) Comprehensive public liability and property damage, in such amount and in such forms, as shall be required by the Association, including, but not limited to, water damage, legal liability, hired automobiles, non-owned automobiles and off-premises employee coverages.

(3) Workmen's Compensation coverage to meet the requirements of law.

All liability insurance shall contain cross-liability endorsements to cover liabilities of the Association and the Unit Owners, as a group, to an individual owner.

Each Unit Owner shall have the right to obtain insurance, at his own expense, affording coverage upon his personal property, including betterments and improvements, and for his personal liability and, as may be required by law, but all such insurance shall contain the same waiver of subrogation as that referred to hereinabove (if same is available) and must be obtained from the insurance company from which the Association obtains coverage against the same risk, liability or peril if the Association has such coverage, and if available from such company. A Unit Owner shall not be obligated to purchase such insurance through the broker or agent used by the Association.

(b) All insurance policies maintained by the Association shall be for the benefit of the Association and the Unit Owners, and their mortgagees, as their respective interests may appear, and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Association. The Association shall hold such proceeds for the benefit of the Association, the Unit Owners, and their respective mortgagees in the following manner:

(1) Proceeds on account of damage to Common Elements shall be held by the Association to be used for repair, reconstruction or distribution as hereinafter set forth.

(2) Proceeds on account of insured damage to Units shall be held in the following undivided shares:

(i) In the case of partial destruction, if the Building is to be restored (or of total destruction if a determination is made, as hereinafter provided, to restore the Building), for the owners of damaged Units in proportion to the costs of repairing the damage suffered by each damaged Unit.

(ii) In the case of total destruction of the Building, if the Building is not to be restored (or of partial destruction if a determination is made, as hereinafter provided, not to restore the Building), for all Unit Owners, the share of each being that proportion which his interest in the Common Elements bears to the total of all such interests.

In the event a mortgage endorsement has been issued as to a Unit, the share of the Unit Owner shall be held for the mortgagee and the Unit Owner, as their interests may appear, but this shall not be construed to give any mortgagee the right to determine or participate in the determination of reconstruction or repair.

(c) Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Unit Owners having an interest therein, after paying or making provision for payment of the expenses of the Association in obtaining the proceeds, in the following manner:

(1) If the damaged property for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof, as provided by the Master Deed, the proceeds to be applied first to the costs of repairing the Common Elements and the balance to the restoration of the Unit or Units sustaining damage, in proportion to

the insured damage sustained by each. Any proceeds remaining after defraying such costs shall be distributed by the Association to the particular Unit Owners for whose benefit the proceeds theretofore were applied. All remittances to a Unit Owner shall be made payable to the Unit Owner and his mortgagee, jointly, if the Unit is subject to a permitted first mortgage of which the Association has notice.

(2) If it is determined, in the manner provided in Section 603 hereof, that the damage for which the proceeds are paid shall not be repaired, the Master Deed shall be terminated and the proceeds shall be distributed to all of the Unit Owners according to their shares. Such remittances shall be made to the owners and their mortgagees jointly by the Association.

603. Damage by Fire or Other Casualty - Reconstruction.

(a) Damage to or destruction of any improvements on the Condominium Property or any part thereof or to a Common Element or Elements or any part thereof covered by insurance maintained or required to be maintained by the Association shall be repaired and restored by the Association using the proceeds of any such insurance. The Unit Owners directly affected shall be assessed on an equitable basis for any deficiency and shall share in any excess.

(b) If the proceeds of such insurance shall be inadequate by a substantial amount to cover the estimated cost of restoration of an essential improvement or Common Element or if such damage shall constitute substantially total destruction of the Building or if 75% of the Unit Owners directly affected by such damage or destruction voting in accordance with the procedures established by the By-Laws shall determine not to repair or restore, the Association shall proceed to realize upon the salvage value of the Condominium Property so damaged or destroyed either by sale or such other means as the Association may deem advisable and shall collect the proceeds of any insurance. Thereupon the net proceeds of such sale, together with the net proceeds of such insurance shall be considered as one fund to be divided among the Unit Owners in proportion to their respective undivided ownership of the Common Elements after provision for liabilities of the Association and the Board of Trustees and officers arising out of the performance of their duties hereunder. In such event, the Master Deed shall terminate and an instrument accomplishing and evidencing such termination shall be delivered to the appropriate governmental official by the President of the Association. Any liens or encumbrances on any affected Unit shall be relegated to the interest in the fund of the Unit Owner of such Unit.

(c) Notwithstanding destruction of the Unit and the resulting inability to occupy same, the owner of that Unit will remain liable for

assessments for Common Expenses until such time as the Master Deed is terminated as aforesaid and, in the event of the reconstruction of his Unit, liability for assessments will continue.

(d) In all instances, the responsibility for reconstruction and repair after casualty shall be that of the Association, which shall obtain estimates of the costs of repair and shall, to the extent that the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, assess all the Unit Owners, in accordance with their shares, for such additional funds as may be required to complete the reconstruction and repair. The Association shall not be required to restore or make available funds to restore improvements to or within a Unit made by the Unit Owner and not covered by insurance carried or required to be carried by the Association.

(e) The funds for payment of costs of reconstruction and repair after casualty shall consist of proceeds of insurance held by the Association and funds collected by the Association from assessments against Unit Owners and shall constitute an account to be known as a "Reconstruction and Repair Account," which shall be disbursed in payment of such costs in the following manner:

(1) If the amount of the estimated cost of reconstruction and repair is less than the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, the Reconstruction and Repair Account shall be disbursed in payment of such costs upon the order of the Board of Trustees of the Association; provided, however, that upon request of a mortgagee who is a beneficiary of an insurance policy, the proceeds of which are included in the Reconstruction and Repair Account, such Account shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(2) If the amount of the estimated costs of reconstruction and repair of the Building or other improvements are more than the total of the annual assessments for Common Expenses made during the year in which the casualty occurred or upon request of a mortgagee as provided in the preceding subsection, the Reconstruction and Repair Account shall be disbursed in payment of such costs in the manner required by the Board of Trustees of the Association but only upon approval of an architect qualified to practice in the State of New Jersey and employed by the Association to supervise the work.

(3) It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in the Reconstruction and Repair Account after payment of all costs of reconstruction

and repair for which the Account is established, such balance shall be distributed to all of the Unit Owners whose interests are reflected in such Account by reason of their having contributed thereto in proportion to their contributions.

604. Payment of Common Expenses:

(a) All Unit Owners shall be obligated to pay the Common Expenses assessed by the Board of Trustees pursuant to the provisions of Section 601 hereof. Payments shall be made to the Association monthly, in advance, on the first day of each month at the principal office of the Association or at such other place as may be designated for such purpose by the Board of Trustees. Each member of the Association, other than the Sponsor, shall, in addition, be required to maintain with the Association a sum equal of 1/4th of the estimated annual assessment for his Unit as security against nonpayment of future Assessments. Said sum may be used by the Association for working capital. Unit Owners may be required to supplement said security from time to time by further payments in the event that the estimated annual assessment for future years is increased, or if the amount theretofore paid has been applied in whole or in part for working capital or to cure a default of the Unit Owner. The Sponsor shall not be required to make any such prepayment or deposit on account of any Unit owned by it.

(b) The pro-rata contribution of each Unit Owner toward the Common Expenses he is obligated to pay shall be based upon the percentage or share of the Unit Owner's interest in the Common Elements as set forth in the Master Deed. No abandonment of the Unit owned by a Unit Owner or waiver of the use and enjoyment of any of the Common Elements shall exempt or excuse any Unit Owner from his contribution toward the expenses aforesaid. See continuation of Section 604 on Page 19A.

605. Payment of Special Assessments: Special assessments, when levied by the Board of Trustees pursuant to these By-Laws, shall be paid by the Unit Owners in such manner as may be determined by the Board of Trustees; provided, however, that the pro-rata contribution of each Unit Owner for such special assessment shall be in accordance with Section 604(b) hereof.

606. Default in Payment of Common Expenses and Assessments: All Common Expenses and assessments chargeable to and payable by a Unit Owner for his Unit shall constitute a lien against said Unit in favor of the Association without the necessity for the filing of any such lien or notice of lien with the office of any State, County or Municipal official. The aforesaid lien shall be prior to all other liens except:

(a) any similar liens by the Association for prior charges and assessments;

Section 604 Continued.

(c) Notwithstanding anything herein to the contrary until December 31, 1975:

(i) each Unit Owner shall pay to the Sponsor that sum monthly which the Sponsor has set as the monthly charge for common expenses by written instrument delivered at closing of title which expressly references this paragraph (c) of Section 604;

(ii) Sponsor shall pay or cause to be paid all charges properly allocable to Common Expenses as defined herein for the period ending December 31, 1975; and

(iii) the provisions of this paragraph (c) shall terminate on and not apply after December 31, 1975.

(b) assessments, liens and charges for unpaid taxes due on said unit;
(c) permitted mortgages of record which are liens against such Unit. The lien aforesaid may be foreclosed in the same manner as real estate mortgages. In the event of such foreclosure, the Association shall, in addition to the amount due, be entitled to recover interest at the legal rate on such sum or sums due together with the reasonable expenses of such action, including costs and attorney's fees. A suit by the Association against the delinquent member to recover a money judgment for the unpaid Common Expenses and assessments shall be maintainable without foreclosing or waiving the lien securing the same. Both the foregoing actions shall be maintainable upon the expiration of ten (10) days after any Common Expense or assessment shall be due and payable. Failure to pay any installment of any of the Common Expenses and assessments when due, shall, at the option of the Board of Trustees, render the entire annual amount immediately due and payable, as if no installment payment provisions were operative.

607. Maintenance and Repair:

(a) All maintenance and repair of and replacements to Common Elements, whether located inside or outside of the Units (unless necessitated by the negligence, misuse or neglect of a Unit Owner, his tenants, agents, guests, licensees or servants, in which case such expenses may be charged to such Unit Owner), and regardless of whether there is special benefit thereby to particular Unit Owners, shall be made by the Association and be charged to all members as a Common Expense.

(b) All maintenance of and repairs to such portion of any Unit as does not comprise a part of the Common Elements, shall be made promptly and carefully by the Owner or Owners of such Units at their own risk, cost and expense. Each member shall be liable for any damages, liabilities, costs or expenses, including attorneys' fees, caused by or arising out of his failure to promptly and/or carefully perform any such maintenance and repair work.

608. Restrictions on Use of Units: In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

(a) The Residential Units shall be used as single family, private residences only.

(b) The Commercial Units shall be used for offices only.

(c) The Common Elements as well as the property and facilities of the Association shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are

incident to the private residential use and occupancy of Residential Units and to the office use of Commercial Units.

(d) No nuisances shall be maintained by any Unit Owner, nor shall any use or practice be allowed by any Unit Owner which is a source of annoyance to, or which interferes with the peaceful possession or proper use of, the Units or Common Elements by Unit Owners.

(e) No unlawful use shall be made of any Unit or part thereof or of any of the Common Elements, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof shall be complied with, by and at the sole expense of the Unit Owners or the Association, whichever shall have the obligation to maintain or repair such portion.

(f) No portion of a Residential Unit (other than the entire Residential Unit) may be rented. No transient tenants may be accommodated in the Residential Unit.

609. Additions, Alterations or Modifications: No Unit Owner shall make or cause or permit to be made any structural additions, alterations, or improvements in or to his Unit (or elsewhere on the Property) without the prior written consent of the Board of Trustees or impair any easement without the written consent of the Board of Trustees and of the Unit Owner for whose benefit such easement exists. The provisions of this Section limiting structural additions, alterations or improvements to Units shall not apply to Units owned by the Sponsor until such Units shall have been initially sold by the Sponsor and paid for.

610. Use of Common Elements and Facilities:

(a) A Unit Owner shall not place or cause to be placed in the lobbies, vestibules, public halls, stairways, elevator areas or other Common Elements, other than in the areas designated as storage areas, any furniture, packages, or objects of any kind. The lobbies, vestibules, public halls, stairways and elevators shall be used for no purpose other than for normal transit.

(b) Unit Owners shall require their tradesmen to utilize exclusively the elevators as may be designated by the Association for transporting or delivering packages, merchandise or any other objects which may affect the comfort or wellbeing of the passengers of the elevators used for transportation of Unit Owners, residents and guests.

611. Right of Access: A Unit Owner shall grant a right of access to his Unit to the Association or any person authorized by the Association.

for the purpose of making inspections, or for the purpose of correcting any condition originating his Unit and threatening any other Unit or any Common Element, or for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the Property, or to correct any condition which violates the provisions of any mortgage covering another Unit; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate whether the Unit Owner is present at the time or not.

612. Additions, Alterations or Improvements by Association: The Association shall have the right to make or cause to be made alterations and improvements to the Common Elements provided the making of such alterations and improvements is first authorized by the Board of Trustees of the Association and approved by not less than a majority of the Unit Owners. The written consent of any Unit Owner adversely and specially affected thereby shall also be required. The costs of such alterations and improvements shall be assessed as Common Expenses, unless in the judgment of not less than 70% of the Board of Trustees, the same are exclusively or substantially exclusively for the benefit of the Unit Owners requesting the same, in which case such requesting Owners shall be assessed therefor in such proportion as they approve, jointly, and, failing such approval, in such proportion as may be determined by the Board of Trustees.

613. Rules of Conduct: Rules and regulations concerning the use of Units and the Common Elements may be promulgated and amended by the Association with the approval of a majority of the Unit Owners. Copies of such rules and regulations shall be furnished by the Association to each Unit Owner.

ARTICLE VII

Sale, Leases and Mortgages of Units

701. Sale, Lease or Other Disposition of Residential Units:

(a) Should a Residential Unit Owner wish to sell his Unit, he shall, before accepting any offer to purchase or lease his Unit, deliver to the Secretary of the Board of Trustees of the Association a written notice to that effect together with a copy of the offer, the name and address of the offeror, and such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board of Trustees.

(b) The Board of Trustees, within ten (10) days after receiving such notice, or, if supplemental information is required by the Board of Trustees, such supplemental information, shall either consent to the transaction specified in said notice, or, by written notice to be

delivered or mailed to the Residential Unit Owner, designate the Association, or one or more persons who are then Unit Owners or any person satisfactory to the Board of Trustees who is willing to purchase or lease upon the same terms as those specified in the Unit Owners notice. The stated designee of the Board of Trustees shall have fourteen (14) days from the date of notice sent by the Board of Trustees to make a binding offer to buy or lease upon the same terms specified in the Residential Unit Owner's notice. Thereupon, the Residential Unit Owner shall either accept such designee's offer or reject the third party offer specified in his notice to the Board of Trustees. Failure of the Board of Trustees to designate any such person within said ten (10) day period, or failure of such person or persons designated to make such an offer within said fourteen (14) day period shall be deemed a consent by the Board of Trustees to the transaction specified in the Residential Unit Owner's notice and the Residential Unit Owner then shall be free to make or accept the offer specified in his notice, and sell or lease said Unit pursuant thereto to the prospective purchaser or tenant named therein within ninety (90) days after his notice was given. If the transaction is a sale and the sale is approved, either formally or by failure to purchase as herein permitted, by the Association, such approval shall be set forth in an instrument executed by the Association and in form suitable for recording.

(c) No subleasing by a lessee of a Residential Unit shall be permitted. The Board of Trustees shall have the right to require a uniform residential lease acceptable to it be used. No lease shall be for a term of less than one (1) year without the written consent of the Board of Trustees.

(d) The foregoing provisions shall in no way be construed as affecting the rights of a permitted mortgagee nor shall they be applicable to purchasers at foreclosure or other judicial sales resulting from a default under permitted mortgages or to transfers to permitted mortgagees. They shall, however, be applicable to all transactions involving Residential Units after a permitted mortgagee has sold such Unit. They shall also be applicable to sales, leases or other transactions that are proposed by a purchaser at a judicial sale.

(e) The provisions set forth above shall not be applicable to the Sponsor and the Sponsor is irrevocably authorized, permitted and empowered to sell or lease Units to any purchaser or lessee approved by it. The Sponsor shall have the right to transact any business on the Property to consummate the sale or lease of Units, including, but not limited to, the right to maintain models, have signs identifying the Property and advertising the sale of Units, maintain employees in the offices, use the elevators and Common Elements and show Units for sale or lease.

(f) A Residential Unit Owner may make a gift of, devise or otherwise transfer his Unit, provided that the person acquiring the Unit by such gift or devise (or in any manner other than sale or lease) shall so notify the Association within ten (10) days after the transfer is accomplished. If the transferee of the Unit is other than the surviving

spouse, child, parent, sister or brother of the Residential Unit Owner, the Association shall have the right for a period of thirty (30) days after receipt of written notice of the transfer and of the identity of the transferee, to procure a purchaser for such Unit, who shall pay therefor in cash the fair market value which, if disputed, shall be determined by arbitration pursuant to the rules of the American Arbitration Association then in force before an arbitrator selected by the American Arbitration Association at the request of the Association. The decision of the arbitrator shall be binding upon the parties to the dispute and may not be appealed. The costs of arbitration may be awarded by the arbitrator. In the event of the failure of the Association to procure such a purchaser, the person acquiring the Unit shall be deemed to have been approved by the Association.

(g) The provisions set forth above restricting the sale or lease of Residential Units, and providing for first refusal procedures, shall not apply to the Commercial Units.

702. Transfer to a Corporation: In the event of any transfer of a Residential Unit to a corporation, the Association may condition its approval of the corporation's ownership by requiring that all present or future occupants thereof shall also be first approved by the Association.

703. Non-discrimination: The foregoing provisions have been established in order to maintain a community of congenial residents in the Building and to assure the ability and responsibility of each Unit Owner to pay those obligations required to be paid by said Unit Owner. Under no circumstances may the provisions hereof be used to foster discrimination or to deny the purchase or occupancy of any Unit on account of a person's race, religion, creed, or place of national origin.

704. Foreclosure: In the event of foreclosure proceedings against the Unit Owner, the Association, on its own behalf or on behalf of one or more Unit Owners, shall have the right to redeem the Unit from the mortgages for the amount due, or to purchase such Unit at the foreclosure sale. In the event that the Association has so acted, the cost thereof shall be a Common Expense and the Association shall have the right to assess all Unit Owners therefor in proportion to their interest in the Common Elements.

705. Payment of Assessments: Subject to the provisions of Section 701 hereof, no Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Association all unpaid Common Expenses theretofore assessed by the Association against his Unit, and until he shall have satisfied all unpaid liens against such Unit. The transferee of a Unit, from and after the date of such transfer, shall be liable for payment of any such charges to the Association. The Association shall be limited in its recovery from such transferee to the amounts set forth therein. A

permitted mortgagee who acquires title to a mortgaged Unit or a purchaser at a judicial sale held as a result of a default under a permitted mortgage shall not be liable and the Unit shall not be subject to a lien for Common Expenses assessed prior to the acquisition of title by such mortgagee or purchaser at such sale. In the event of a foreclosure by the Association of a statutory lien on any Unit for unpaid Common Expenses and in the event the proceeds of the foreclosure sale shall not be sufficient for the payment of such unpaid Common Expenses, the unpaid balance shall be charged to all Unit Owners as a Common Expense.

706. Mortgage of Unit: Each Unit Owner shall have the right to mortgage his Unit provided that any such mortgage is made to a bank, trust company, insurance company, savings and loan association, pension fund or other institutional lender, or to the Sponsor (or seller) of a Unit. All mortgages so made are herein referred to as permitted mortgages and the holders thereof are herein referred to as permitted mortgagees.

ARTICLE VIII

Records

801. Records and Audit: The Board of Trustees shall keep or cause to be kept detailed records of its actions; minutes of its meetings and of the meetings of the Unit Owners; and financial records and books of account of the Association, including a chronological listing of receipts and expenditures as well as a separate account for each Unit which, among other things, shall contain the amount of each assessment of Common Expenses against such Units, the date when due, the amounts paid thereon and the balance remaining unpaid. An annual report of the receipts and expenditures of the Association certified by an independent certified public accountant shall be rendered by the Board of Trustees to all Unit Owners and to all permitted mortgagees who have requested the same, promptly after the end of each fiscal year.

ARTICLE IX

Dissolution

901. Procedure: The provisions of the then applicable laws of the State of New Jersey including the provisions of the Condominium Act shall be followed should it be deemed advisable that the Association be dissolved. No such action shall be taken without the written consent of all permitted mortgagees.

902. Ownership Upon Dissolution: In the event of dissolution, the Property shall thereupon be owned by all of the Unit Owners as tenants in common, each having an undivided percentage interest therein equal to his proportionate share of the Common Elements owned prior to termina-

tion. Each Unit Owner may be required to execute such deeds and other documents or instruments as may reasonably be required to effect the sale of the Property by the Association following a decision to dissolve the Association.

ARTICLE X

Compliance with By-Laws and Master Deed

1001. Penalties: These By-Laws, the rules and regulations adopted pursuant hereto, all future amendments hereof and thereof, and the covenants and restrictions in the Master Deed shall be strictly complied with by each Unit Owner. Failure to comply with any of the same shall entitle the Association to bring suit to recover monies due or for damages and/or injunctive relief or both against the offending Unit Owner. If suit has been instituted by the Association and the Unit Owner has been found by the Court to have committed the violation complained of, the Unit Owner shall reimburse the Association for reasonable attorneys' fees and such other costs as shall be established by the Court. Nothing herein shall be deemed to preclude any Unit Owner from bringing an action for relief against another Unit Owner or Unit Owners for a violation which effects such aggrieved Unit Owner's occupancy.

ARTICLE XI

1101. Notices: All notices to the Association required or referred to herein shall be effectively given only if sent by registered or certified mail to the Association, care of the Secretary, at the office of the Association, or to such other address as the Board of Trustees may from time to time for such purpose designate. All notices to any Unit Owner shall be effectively given only if sent by registered or certified mail to the address designated for his Unit, or to such other address as may have been designated by such Unit Owner from time to time in written notice to the Association with a copy to the holder of any permitted mortgage secured on the Unit owned by such Unit Owner. All notices to permitted mortgagees of Units shall be effectively given only if sent by registered or certified mail to their respective addresses as designated by them for such purpose from time to time by written notice to the Association. All notices shall be deemed to have been given when mailed except notices of change of address which shall be deemed to have been given when received.

1102. Invalidity: The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, or enforceability or effect of the balance of these By-Laws.

1103. Captions: The captions herein are inserted only as a matter of convenience and in no way define, limit or describe the scope of the By-Laws or the intent of any provision thereof.

1104. Waiver: No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

ARTICLE XIII

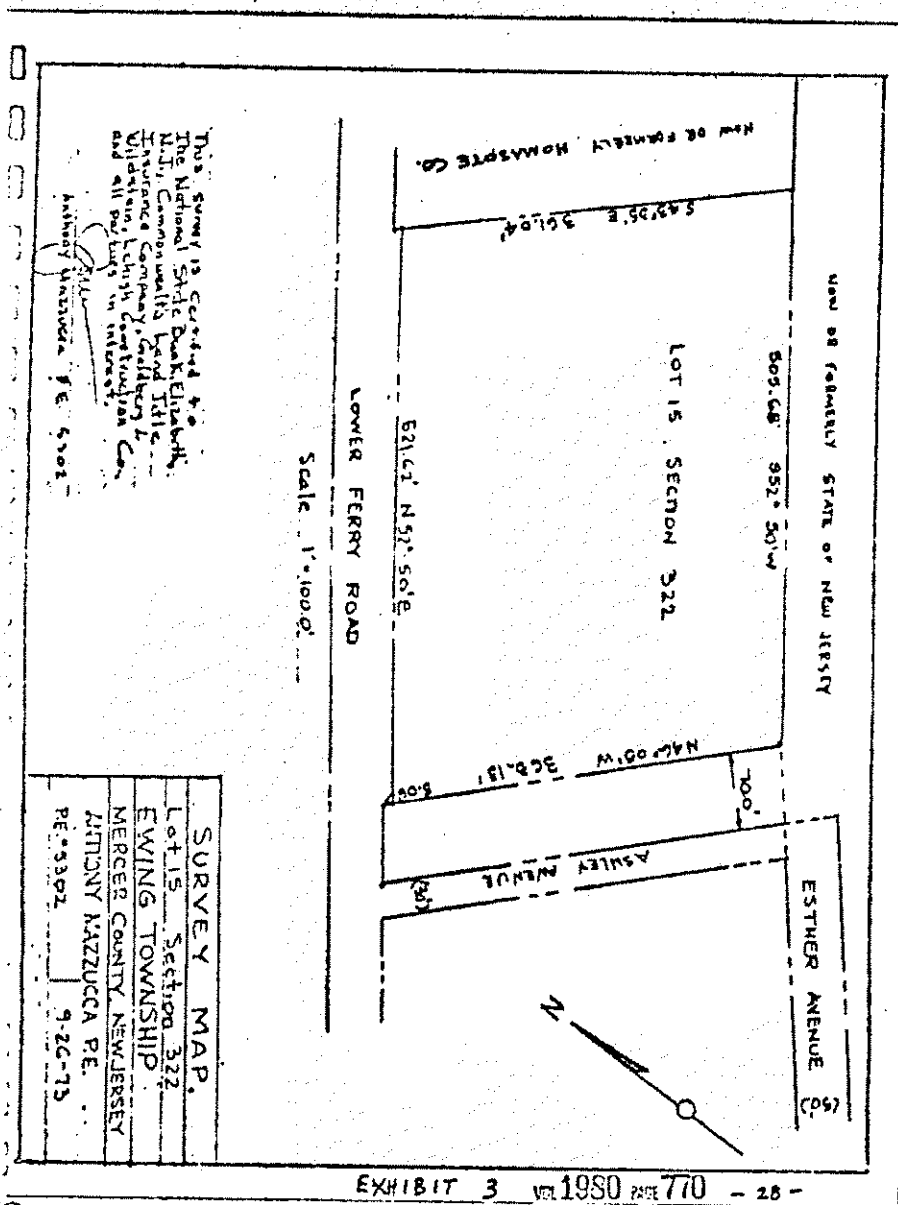
Amendments to By-Laws

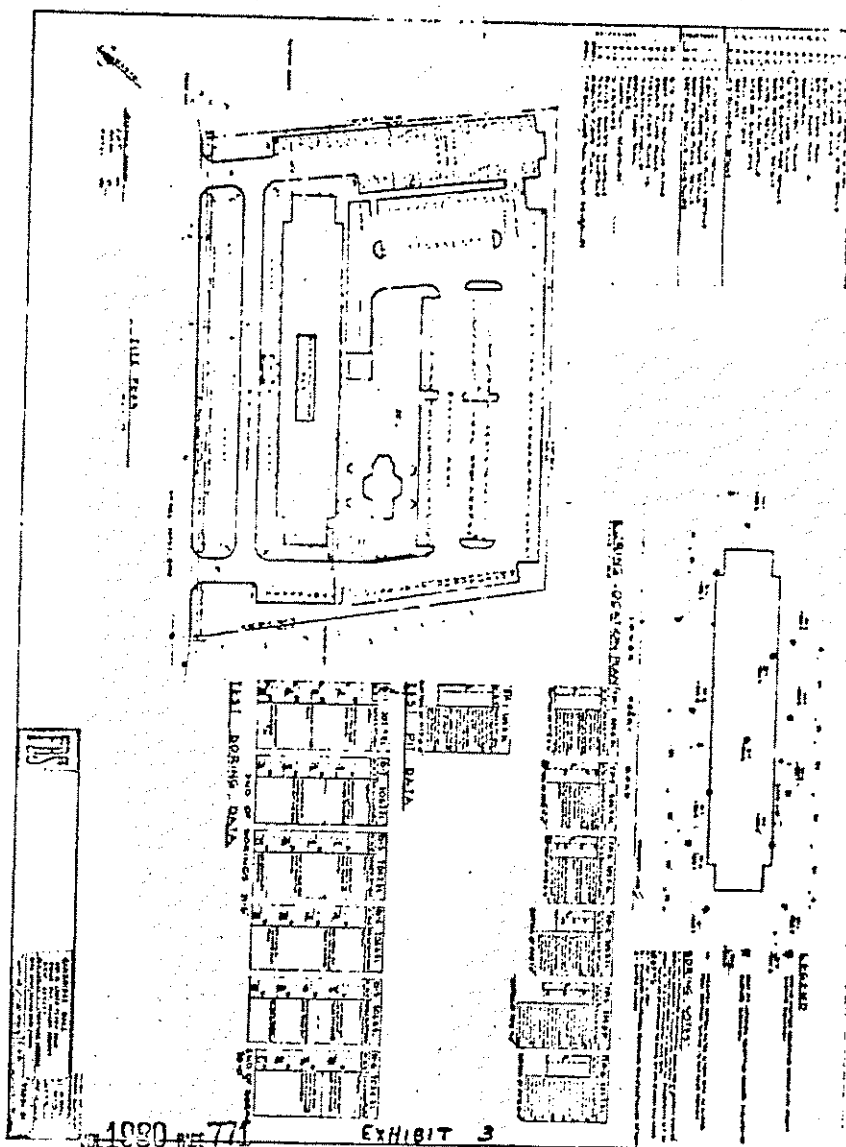
1201. Amendments to By-Laws: Except as herein otherwise provided, these By-Laws may be modified or amended only by the affirmative vote of Unit Owners entitled to cast 75% of all votes which may be cast by Unit Owners (whether or not present) at a meeting of Unit Owners duly held for such purpose. To be effective, modifications and amendments must be recorded in the Office of the Register of Mercer County. Insofar as rights are conferred upon the Sponsor by these By-Laws, these By-Laws may not be amended or modified (as to those portions only) without the consent in writing of the Sponsor so long as the Sponsor shall be the owner of one or more Units.

ARTICLE XIII

Conflicts

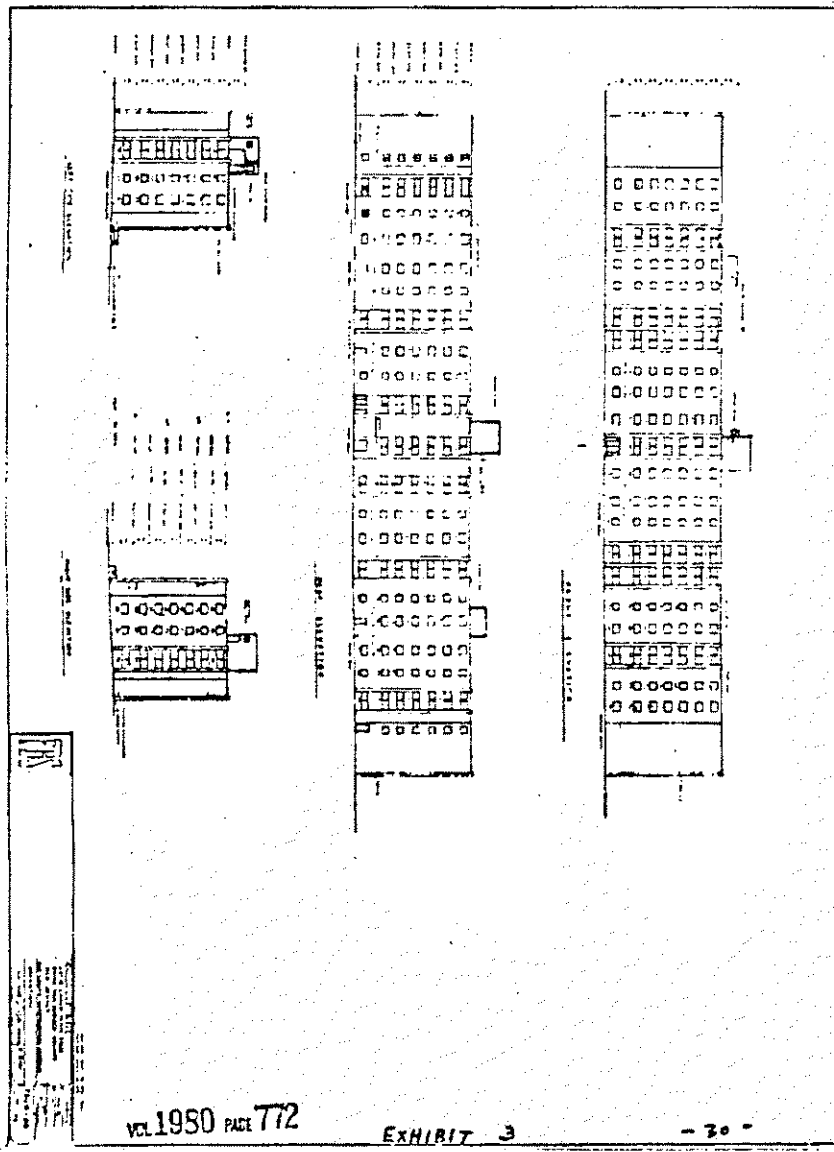
1301. Conflicts: In case any of these By-Laws conflict with the provisions of the Master Deed or the Condominium Act of the State of New Jersey, the provisions of said Master Deed or the Condominium Act, as the case may be, shall control.





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EXHIBIT 3



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EXHIBIT 3

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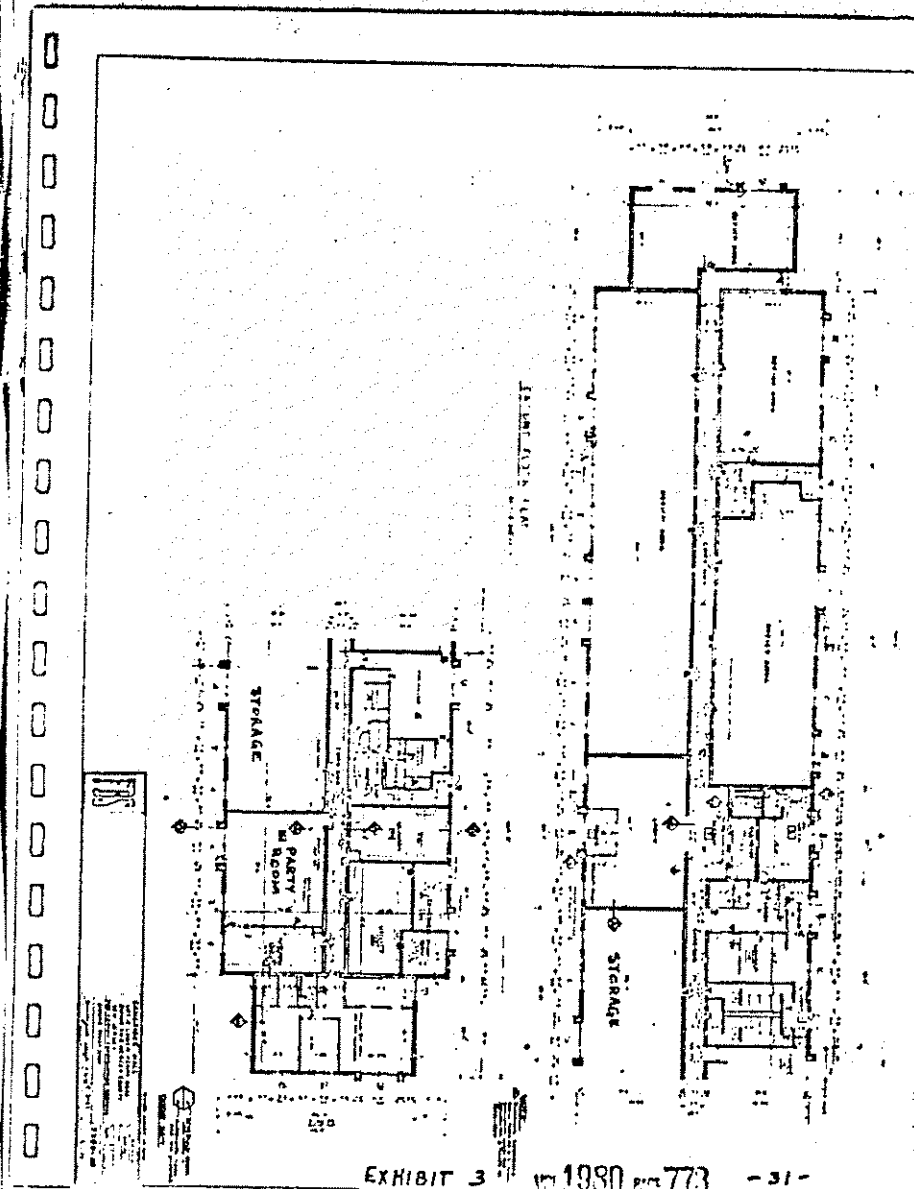


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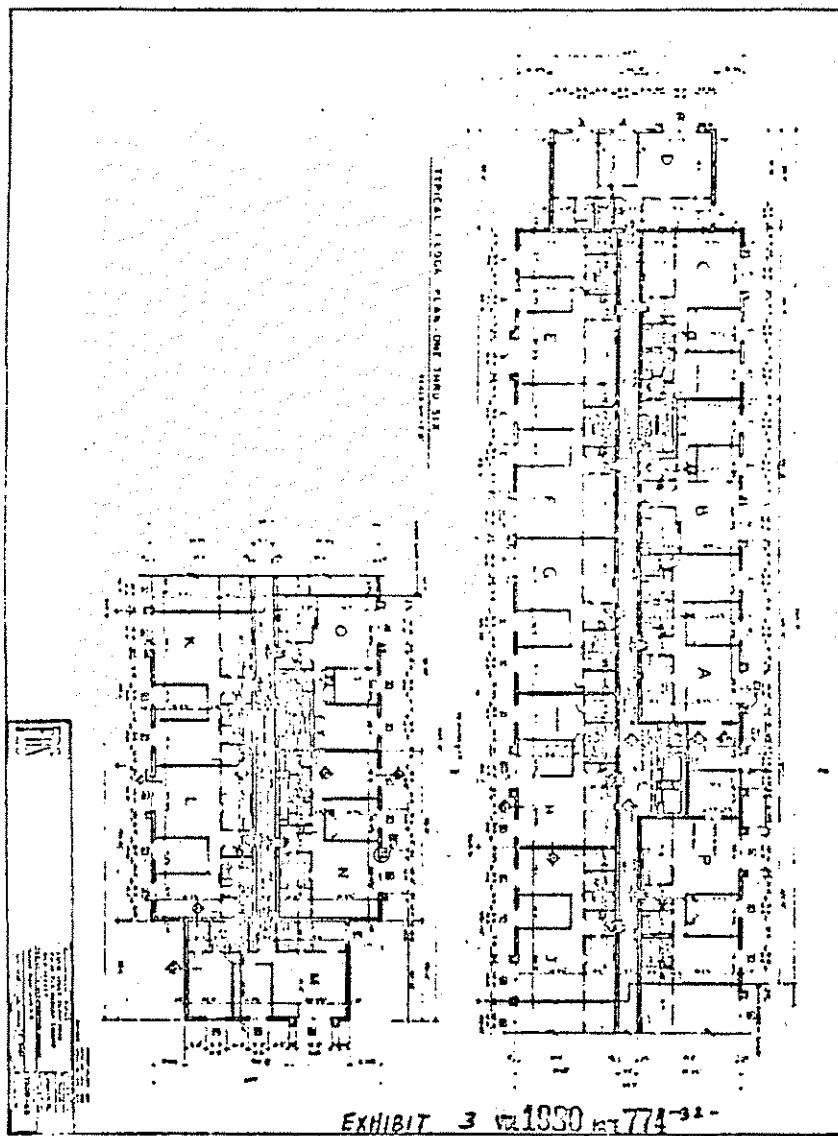


EXHIBIT 3 of 1930 774-31-

EXHIBIT 4

<u>FLOOR</u>	<u>UNIT</u>	<u>PERCENTAGE OWNERSHIP</u>
<u>Ground</u>	Offices	5.853
<u>First</u>	1-A	1.214
	1-B	0.881
	1-C	1.101
	1-D	1.073
	1-E	1.007
	1-F	0.987
	1-G	0.987
	1-H	0.997
	1-J	0.987
	1-K	0.987
	1-L	1.007
	1-M	1.075
	1-N	1.101
	1-C	0.881
	1-P	1.214
<u>Second</u>	2-A	1.219
	2-B	0.886
	2-C	1.106
	2-D	1.081
	2-E	1.012
	2-F	0.992
	2-G	0.992
	2-H	1.002
	2-J	0.992
	2-K	0.992
	2-L	1.012
	2-M	1.081
	2-N	1.106
	2-O	0.886
	2-P	1.219
<u>Third</u>	3-A	1.224
	3-B	0.891
	3-C	1.111
	3-D	1.086
	3-E	1.017
	3-F	0.997
	3-G	0.997
	3-H	1.007
	3-J	0.997
	3-K	0.997
	3-L	1.017

<u>FLOOR</u>	<u>UNIT</u>	<u>PERCENTAGE OWNERSHIP</u>
<u>Third</u>	3-M	1.086
	3-N	1.111
	3-O	0.891
	3-P	1.224
<u>Fourth</u>	4-A	1.229
	4-B	0.896
	4-C	1.116
	4-D	1.091
	4-E	1.022
	4-F	1.002
	4-G	1.002
	4-H	1.012
	4-J	1.002
	4-K	1.002
	4-L	1.022
	4-M	1.091
	4-N	1.116
	4-O	0.896
	4-P	1.229
	<u>Fifth</u>	5-A
5-B		0.901
5-C		1.121
5-D		1.096
5-E		1.027
5-F		1.007
5-G		1.007
5-H		1.017
5-J		1.007
5-K		1.007
5-L		1.027
5-M		1.096
5-N		1.121
5-O		0.901
5-P		1.235

FLOOR

Sixth

UNIT

PERCENTAGE OWNERSHIP

6-A	1.240
6-B	0.906
6-C	1.126
6-D	1.101
6-E	1.033
6-F	1.012
6-G	1.012
6-H	1.022
6-J	1.012
6-K	1.012
6-L	1.033
6-M	1.101
6-N	1.126
6-O	0.906
6-P	1.240

WILLIAM H. FALCON, Clerk

DEC 5 11 06 AM '74

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54.00 hr

(T-5242)

AMENDMENT TO MASTER DEED

This Amendment to Master Deed of CAMBRIDGE HALL, a Condominium, made this 21st day of December, 1976.

WITNESS: By Master Deed dated December 4, 1974 and recorded December 5, 1974 in Book 1980 of Deeds for Mercer County, page 731 et seq., Cambridge Hall, a Condominium was established. Pursuant to paragraph (c) of Article 26 of said Master Deed the Sponsor reserved the right to combine or divide Units provided only that such action not affect the percentage share of Common Expenses borne by other Unit Owners. The Sponsor, Lehigh Construction Co., a New Jersey corporation, has exercised this right and is hereby causing an amended survey to be recorded to reflect such changes.

FIRST: Units 3-G, 3-H and 3-J are hereby divided and combined into two units being the following:

Unit 3-G/H	1.340% common area
Unit 3-H/J	1.661% common area

Units 3-G, 3-H and 3-J before the combination had amongst them a total percentage interest in common elements of 3.001%. After the combination Units 3-G/H and 3-H/J have the exact same percentage interest in common elements of 3.001%.

SECOND: Units 5-G, 5-H and 5-J are hereby divided and combined into two units being the following:

Unit 5-G/H	1.354% common area
Unit 5-H/J	1.677% common area

Units 5-G, 5-H and 5-J before the combination had amongst them a total percentage interest in common elements of 3.031%. After the combination Units 5-G/H and 5-H/J have the exact same percentage interest in common elements of 3.031%.

NO 2032 REC 831

DB

2032-831

rec. 12-22-76

THIRD: Units 6-G, 6-H and 6-J are hereby divided and combined into two units being the following:

Unit 6-G/H	1.360% common area
Unit 6-H/J	1.586% common area

Units 6-G, 6-H and 6-J before the combination had amongst them a total percentage interest in common elements of 3.046%. After the combination Units 6-G/H and 6-H/J have the exact same percentage interest in common elements of 3.046%.

FOURTH: Annexed hereto is a new Exhibit 4 giving Unit identification for all Units and percentage ownership of each unit including the new units resulting from the division and combination set forth hereinabove.

FIFTH: Annexed hereto are two new surveys for Exhibit 3 which replace the page of Exhibit 3 heretofore recorded as page 774 of Book 1980 of Deeds for Mercer County, one survey showing typical floor plans for floors 3, 5 and 6 which include the new units resulting from the division and combination set forth hereinabove and the other survey showing typical floor plans for floors 1, 2 and 4 which are unaffected by the new units set forth hereinabove.

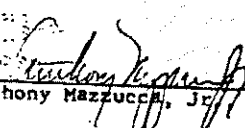
SIXTH: Except as set forth herein the condominium Master Deed and Exhibits dated December 4, 1974, as recorded December 5, 1974 in Deed Book 1980 page 731 et seq. is ratified and confirmed.

IN WITNESS WHEREOF the said Sponsor has caused these

presents to be signed and sealed the day and year first above written.

LEHIGH CONSTRUCTION CO.

ATTEST:


Anthony Mazzucca, Jr. Ass't. Sec'y.


Anthony Mazzucca, Sr., President


STATE OF NEW JERSEY

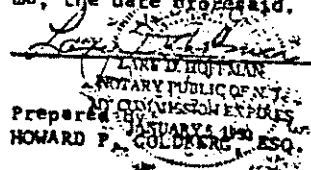
COUNTY OF UNION

SS:

BE IT REMEMBERED, that on this 21st day of ^{December} ~~November~~, 1976, before me, the subscriber, the undersigned authority personally appeared ANTHONY MAZZUCCA, JR. who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Ass't. Secretary of LEHIGH CONSTRUCTION CO., the corporation named in the within instrument; that ANTHONY MAZZUCCA, SR. is the President of said Corporation; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Sworn to and subscribed before me, the date aforesaid.


Anthony Mazzucca, Jr.
Assistant Secretary


HOWARD P. GOLDBERG, ESQ.
JANUARY 1976

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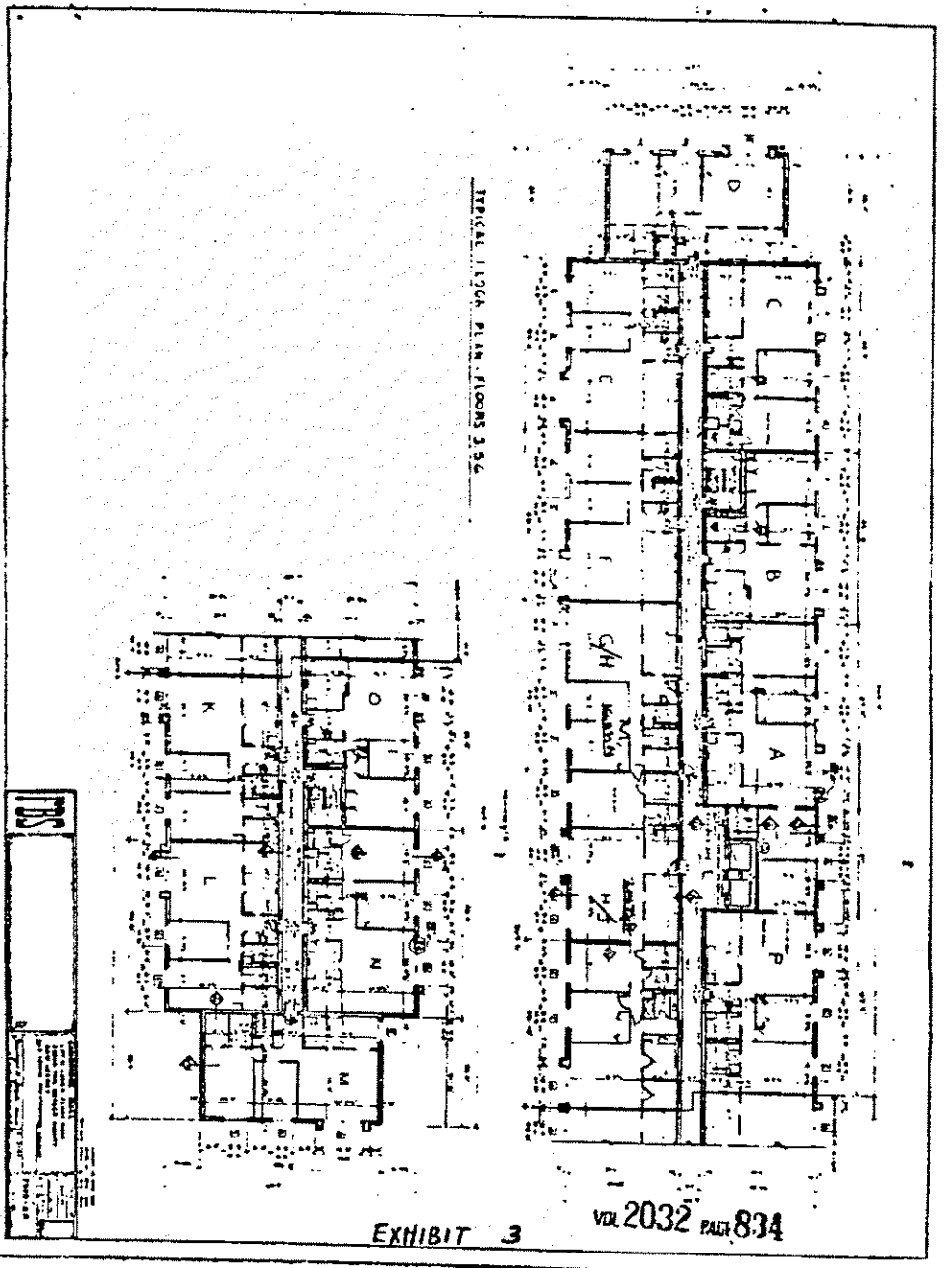


EXHIBIT 3

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TYPICAL 1ST FLOOR PLAN, FLOOR 1.1A

COLUMBIA

1910-1911
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EXHIBIT 4

<u>FLOOR</u>	<u>UNIT</u>	<u>PERCENTAGE OWNERSHIP</u>
<u>Ground</u>	Offices	5.853
<u>First</u>	1-A	1.214
	1-B	0.881
	1-C	1.101
	1-D	1.075
	1-E	1.007
	1-F	0.987
	1-G	0.987
	1-H	0.997
	1-J	0.987
	1-K	0.987
	1-L	1.007
	1-M	1.075
	1-N	1.101
	1-O	0.881
	1-P	1.214
<u>Second</u>	2-A	1.219
	2-B	0.886
	2-C	1.106
	2-D	1.081
	2-E	1.012
	2-F	0.992
	2-G	0.992
	2-H	1.002
	2-J	0.992
	2-K	0.992
	2-L	1.012
	2-M	1.081
	2-N	1.106
	2-O	0.886
	2-P	1.219
<u>Third</u>	3-A	1.224
	3-B	0.891
	3-C	1.111
	3-D	1.086
	3-E	1.017
	3-F	0.997
	3-G/H	1.340
	3-H/J	1.661
	3-K	0.997
	3-L	1.017

<u>FLOOR</u>	<u>UNIT</u>	<u>PERCENTAGE OWNERSHIP</u>
<u>Third</u>	3-M	1.086
	3-N	1.111
	3-O	0.891
	3-P	1.224
<u>Fourth</u>	4-A	1.229
	4-B	0.896
	4-C	1.116
	4-D	1.091
	4-E	1.022
	4-F	1.002
	4-G	1.002
	4-H	1.012
	4-J	1.002
	4-K	1.002
	4-L	1.022
	4-M	1.091
	4-N	1.116
	4-O	0.896
	4-P	1.229
	<u>Fifth</u>	5-A
5-B		0.901
5-C		1.121
5-D		1.096
5-E		1.027
5-F		1.007
5-G/H		1.354
5-H/J		1.677
5-K		1.007
5-L		1.027
5-M		1.096
5-N		1.121
5-O		0.901
5-P		1.235

<u>FLOOR</u>	<u>UNIT</u>	<u>PERCENTAGE OWNERSHIP</u>
<u>Sixth</u>	6-A	1.240
	6-B	0.906
	6-C	1.126
	6-D	1.101
	6-E	1.033
	6-F	1.012
	6-G/H	1.360
	6-H/J	1.686
	6-K	1.012
	6-L	1.033
	6-M	1.101
	6-N	1.126
	6-O	0.906
	6-P	1.240

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RM.

*Comm. with 2nd & 3rd. 11/07 Photo B3
Denton, B. J. 01.09.90 ✓*

WILLIAM H. FALCETTI, CLERK
TRENTON, N.J.

Dec 22 10 38 AM '76

CLERK'S OFFICE

RECEIVED & RECORDED
HERKERT COUNTY

DEC 22 76

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DEED

A CASH

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AMENDMENT OF BY-LAWS

The Cambridge Hall Condominium Association does hereby amend its By-Laws in the following manner:

Provision 608(f) of the By-Laws is amended to provide that the renting or leasing of a residential unit by an owner is hereby prohibited. Any attempt by a unit owner to enter into a lease with a Tenant shall be a violation of this provision, and any such lease shall be null and void and have no legal effect.

Article VII provisions 701(a) through 701(g) shall be deleted and provisions 701(m) through 701(f) shall be substituted as modified in Exhibit A attached hereto.

Maurice Rosenberg
President of the Association
Maurice Rosenberg
1/24/96
Date

Attest:
Beth H. Lavine
Secretary of the Association
Beth H. Lavine
1/29/96
Date

CERTIFICATION

We, the President and Secretary of the Cambridge Hall Association do hereby certify that the preceding amendment has been approved by a vote of 90.805% of its members and said amendment shall take effect upon its recordation in the recording office for Mercer County.

Return Address:
Cambridge Hall Condominium Association
1 Aspen Court
Hamilton, NJ 08619

Maurice Rosenberg
President
Maurice Rosenberg
Beth H. Lavine
Secretary
Beth H. Lavine

VOL3041 PG213

0137 0119

Received at the Clerk's Office
of the County of Union, N. J.,
on Dec. 4, 1974, at 9:00 a.m.
and recorded in Book 1380 of
Incorporations for said County
on page 504, etc.

CERTIFICATE OF INCORPORATION
OF
CAMBRIDGE HALL CONDOMINIUM
ASSOCIATION, INC.

MAR 4 1977

WALTER G. HUBER, Clerk

This instrument is to certify that we the undersigned, do hereby associate ourselves into a corporation under and by virtue of the provisions of N.J.S.A. 15:1-1, et seq. (Corporations and Associations Not for Profit) and any amendments thereof and supplements thereto, for a lawful purpose other than pecuniary profit as hereinafter stated, and to that end we do by this instrument certify that:

ARTICLE I

The name of the corporation shall be CAMBRIDGE HALL CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

The purposes for which this association is formed are:

- a. To govern, administer, manage, regulate, maintain and preserve the Condominiums, common elements thereof and common recreation areas of CAMBRIDGE HALL, A CONDOMINIUM situate in the Township of Ewing, County of Mercer, New Jersey as more particularly set forth in the By-Laws of this association and in the Master Deed dated December 4, 1974 and recorded in the office of the Mercer County Clerk on December 5, 1974 in Deed Book 1380, Page 778 as amended by Amendment dated December 21, 1976 and filed December 22, 1976 in Deed Book 2032, Page 831.
- b. To exercise all of the powers and privileges and to perform all of the duties and obligations of this corporation as set forth in the By-Laws of this association and in said Master Deed and Amendment.
- c. To have and exercise any and all powers, rights and privileges which a corporation organized under the Corporations and Associations not for profit law of the State of New Jersey by law may now or hereafter have or exercise, and to exercise or perform all of the powers and duties of a condominium association as set forth in the N.J. Condominium Act (N.J.S.A. 46:80-1 et seq.) and any amendments thereto, subject to the By-Laws of this association and any Master Deed and any amendments thereto which may affect the property administered by this Association.

ARTICLE III

The principal office of this association is at C. Box 10, 200 South Avenue, Garwood, New Jersey 07027.

VOL3041 PG214

EXHIBIT A

ARTICLE VII

701. Sale or Other Disposition of Residential Units:

a. Should a Residential Unit Owner wish to sell his Unit, he shall, before accepting any offer to purchase his Unit, deliver to the Secretary of the Board of Trustees of the Association a written notice to that effect together with a copy of the offer, the name and address of the offeror, and such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board of Trustees.

b. The Board of Trustees, within ten (10) days after receiving such notice, or, if supplemental information is required by the Board of Trustees, such supplemental information, shall either consent to the transaction specified in said notice, or, by written notice to be delivered or mailed to the Residential Unit Owner, designate the Association, or one or more persons who are then Unit Owners or any person satisfactory to the Board of Trustees who is willing to purchase upon the same terms as those specified in the Unit Owners notice. The stated designee of the Board of Trustees shall have fourteen (14) days from the date of notice sent by the Board of Trustees to make a binding offer to buy upon the same terms specified in the Residential Unit Owner's notice. Thereupon, the Residential Unit Owner shall either accept such designee's offer or reject the third party offer specified in his notice to the Board of Trustees. Failure of the Board or failure of such person or persons designated to make such an offer within said fourteen (14) day period shall be deemed a consent by the Board of Trustees to the transaction specified in the Residential Unit Owner's notice and the Residential Unit Owner then shall be free to make or accept the offer specified in his notice, and sell said Unit pursuant thereto to the prospective purchaser named therein within ninety (90) days after his notice was given. If the sale is approved, either formally or by failure to purchase as herein permitted, by the Association, such approval shall be set forth in an instrument executed by the Association and in form suitable for recording.

c. The foregoing provisions shall in no way be construed as affecting the rights of a permitted mortgagee nor shall they be applicable to purchasers at foreclosure or other judicial sales resulting from a default under permitted mortgages or to transfers to permitted mortgagees. They shall, however, be applicable to all transactions involving Residential Units after a permitted mortgagee has sold such Unit. They shall also be applicable to sales or other transactions that are proposed by a purchaser at a judicial sale.

d. The provisions set forth above shall not be applicable to the Sponsor and the Sponsor is irrevocably authorized, permitted and empowered to sell Units to any purchaser approved by it. The Sponsor shall have the right to transact any business on the Property to consummate the sale of Units, including, but not limited to, the right to maintain models, have signs identifying the Property and advertising the sale of Units, maintain employees in the offices, use the elevators and Common Elements and show Units for sale.

e. A Residential Unit Owner may make a gift of, devise or otherwise transfer his Unit, provided that the person acquiring the Unit by such gift or devise (or in any manner other than sale) shall so notify the Association within ten (10) days after the transfer is accomplished. If the transferee of the Unit is other than the surviving spouse, child, parent, sister or brother of the Residential Unit Owner, the Association shall have the right for a period of thirty (30) days after receipt of written notice of the transfer and of the identity of the transferee, to procure a purchaser for such Unit, who shall pay therefor in cash the fair market value which, if disputed, shall be determined by the arbitration pursuant to the rules of the American Arbitration Association then in force before an arbitrator selected by the American Arbitration Association at the request of the Association. The decision of the arbitrator shall be binding upon the parties to the dispute and may not be appealed. The costs of arbitration may be awarded by the arbitrator. In the event of the failure of the Association to procure such a purchaser, the person acquiring the Unit shall be deemed to have been approved by the Association.

f. The provisions set forth above restricting the sale of Residential Units, and providing for first refusal procedures, shall not apply to the Commercial Units.

STATE OF NEW JERSEY

COUNTY OF MERCER

BE IT REMEMBERED, that on this 29 day of January, 1996, before me, the subscriber, a Notary Public of New Jersey, personally appeared Beth Lavine, who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the Secretary of Cambridge Hall Condominium Association, the Condominium Association named in the instrument above.

Maurice Rosenberg is the President of the Corporation. The execution as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Trustees of the Association. The deponent well knows the corporate seal of the Corporation and the seal affixed to this instrument is the proper corporate seal. This instrument was signed and delivered by the President, as the voluntary act and deed of the Association, in presence of deponent, who subscribed his/her name to it as attesting witness.

Sworn and Subscribed
before me on this 29 day of January, 1996

Sandra Lutzker
Notary Public

SANDRA LUTZKER
Notary Public, State of New Jersey
No. 000023
Commission Expires Oct. 30, 1997

006096

Deed

RECORDED
JAN 30 1996
MERCER COUNTY

VOL3041 PG217

114-184-2010-411

AMENDMENT OF BY-LAWS

The Cambridge Hall Condominium Association does hereby amend its By-Laws in the following manner:

Article VI, Provision 608(f) of the By-Laws is amended to provide that the renting or leasing of a residential unit by an owner is hereby prohibited. Any attempt by a unit owner to enter into a lease with a Tenant shall be a violation of this provision, and any such lease shall be null and void and have no legal effect. Transient tenants may not be accommodated and units may not be leased in whole or part.

Further resolved, Article VII, in its entirety, to delete any reference or ability for a residential owner to rent or lease his/her unit. (See Exhibit A attached hereto).

Maurice Rosenberg
President of the Association
Maurice Rosenberg

5/2/96
Date

Attest:

Beth H. Levine
Secretary of the Association
Beth Levine

5-2-96
Date

CERTIFICATION

We, the President and Secretary of the Cambridge Hall Association do hereby certify that the preceding amendments have been approved by a vote of 84.450% of its members and said amendments shall take effect upon its recordation in the recording office for Mercer County.

Maurice Rosenberg
President
Maurice Rosenberg

Beth H. Levine
Secretary
Beth Levine

pk
RETURN ADDRESS: Cambridge Hall Condominium Association
1 Aspen Court
Hamilton, NJ 08610

VOL3071 PG054

EXHIBIT A

ARTICLE VII

701. Sale or Other Disposition of Residential Units:

a. Should a Residential Unit Owner wish to sell his Unit, he shall, before accepting any offer to purchase his Unit, deliver to the Secretary of the Board of Trustees of the Association a written notice to that effect together with a copy of the offer, the name and address of the offeror, and such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board of Trustees.

b. The Board of Trustees, within ten (10) days after receiving such notice, or, if supplemental information is required by the Board of Trustees, such supplemental information, shall either consent to the transaction specified in said notice, or, by written notice to be delivered or mailed to the Residential Unit Owner, designate the Association, or one or more persons who are then Unit Owners or any person satisfactory to the Board of Trustees who is willing to purchase upon the same terms as those specified in the Unit Owners notice. The stated designee of the Board of Trustees shall have fourteen (14) days from the date of notice sent by the Board of Trustees to make a binding offer to buy upon the same terms specified in the Residential Unit Owner's notice. Thereupon, the Residential Unit Owner shall either accept such designee's offer or reject the third party offer specified in his notice to the Board of Trustees. Failure of the Board or failure of such person or persons designated to make such an offer within said fourteen (14) day period shall be deemed a consent by the Board of Trustees to the transaction specified in the Residential Unit Owner's notice and the Residential Unit Owner then shall be free to make or accept the offer specified in his notice, and sell said Unit pursuant thereto to the prospective purchaser named therein within ninety (90) days after his notice was given. If the sale is approved, either formally or by failure to purchase as herein permitted, by the Association, such approval shall be set forth in an instrument executed by the Association and in form suitable for recording.

c. The foregoing provisions shall in no way be construed as affecting the rights of a permitted mortgagee nor shall they be applicable to purchasers at foreclosure or other judicial sales resulting from a default under permitted mortgages or to transfers to permitted mortgagees. They shall, however, be applicable to all transactions involving Residential Units after a permitted mortgagee has sold such Unit. They shall also be applicable to sales or other transactions that are proposed by a purchaser at a judicial sale.

d. The provisions set forth above shall not be applicable to the Sponsor and the Sponsor is irrevocably authorized, permitted and empowered to sell Units to any purchaser approved by it. The Sponsor shall have the right to transact any business on the Property to consummate the sale of Units, including, but not limited to, the right to maintain models, have signs identifying the Property and advertising the sale of Units, maintain employees in the offices, use the elevators and Common Elements and show Units for sale.

e. A Residential Unit Owner may make a gift of, devise or otherwise transfer his Unit, provided that the person acquiring the Unit by such gift or devise (or in any manner other than sale) shall so notify the Association within ten (10) days after the transfer is accomplished. If the transferee of the Unit is other than the surviving spouse, child, parent, sister or brother of the Residential Unit Owner, the Association shall have the right for a period of thirty (30) days after receipt of written notice of the transfer and of the identity of the transferee, to procure a purchaser for such Unit, who shall pay therefor in cash the fair market value which, if disputed, shall be determined by the arbitration pursuant to the rules of the American Arbitration Association then in force before an arbitrator selected by the American Arbitration Association at the request of the Association. The decision of the arbitrator shall be binding upon the parties to the dispute and may not be appealed. The costs of arbitration may be awarded by the arbitrator. In the event of the failure of the Association to procure such a purchaser, the person acquiring the Unit shall be deemed to have been approved by the Association.

f. The provisions set forth above restricting the sale of Residential Units, and providing for first refusal procedures, shall not apply to the Commercial Units.

0137 0119
This instrument is to certify that we the undersigned, do hereby associate ourselves into a corporation under and by virtue of the provisions of N.J.S.A. 15:1-1, et seq. (Corporations and Associations Not for Profit) and any amendments thereof and supplements thereto, for a lawful purpose other than pecuniary profit as hereinafter stated, and to that end we do by this instrument certify that:

CERTIFICATE OF INCORPORATION
OF
CAMBRIDGE HALL CONDOMINIUM
ASSOCIATION, INC.

MAR 4 1977

ARTICLE I

The name of the corporation shall be CAMBRIDGE HALL CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

The purposes for which this association is formed are:

a. To govern, administer, manage, regulate, maintain and preserve the Condominiums, common elements thereof and common recreation areas of CAMBRIDGE HALL, A CONDOMINIUM situated in the Township of Irving, County of Mercer, New Jersey as more particularly set forth in the By-Laws of this association and in the Master Deed dated December 4, 1974 and recorded in the office of the Mercer County Clerk on December 5, 1974 in Deed Book 1980, Page 778 as amended by Amendment dated December 21, 1976 and filed December 22, 1976 in Deed Book 2032, Page 831.

b. To exercise all of the powers and privileges and to perform all of the duties and obligations of this corporation as set forth in the By-Laws of this association and in said Master Deed and Amendment.

c. To have and exercise any and all powers, rights and privileges which a corporation organized under the Corporations and Associations not for profit law of the State of New Jersey by law may now or hereafter have or exercise, and to exercise or perform all of the powers and duties of a condominium association as set forth in the N.J. Condominium Act (N.J.S.A. 46:80-1) et seq. and any amendments thereto, subject to the By-Laws of this association and any Master Deed and any amendments thereto which may affect the property administered by this Association.

ARTICLE III

The principal office of this association is: U. Box 10, 300 South Avenue, Garwood, New Jersey 07027.

VOL3071 PG057

COUNTY OF MERCER

Maurice Rosenberg is the President of the Corporation. The execution as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Trustees of the Association. The deponent well knows the corporate seal of the Corporation and the seal affixed to this Instrument is the proper corporate seal. This Instrument was signed and delivered by the President, as the voluntary act and deed of the Association, in presence of deponent, who subscribed his/her name to it as attesting witness.

Notary Public

GALE EUGENE HARRIS
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JAN 21, 1977

01644610

CONFIDENTIAL

26 MAY 21 AM 10:13

1980

155A

90L3071 PG058

Mercer County Clerk's Office

Return To:

STARK & STARK
PO BOX 5315

PRINCETON NJ 08543

CAMBRIDGE HALL CONDOMINIUM
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CAMBRIDGE HALL DONDOMINIUM
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Index DEEDS

Book 03750 Page 0072

No. Pages 0045

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STATE OF NEW JERSEY
Mercer County Clerk's Office

*****PLEASE NOTE*****
* DO NOT REMOVE THIS COVER SHEET - *
*IT CONTAINS ALL RECORDING INFORMATION *

Catherine DiCostanzo
Mercer County Clerk



D037500072

VOL3750 PG072

Prepared By:

BY:

FRANCIS J. MCGOVERN, JR., ESQ.

**CAMBRIDGE HALL CONDOMINIUM ASSOCIATION, INC.
RESOLUTION FOR FILING
SECOND AMENDMENT TO MASTER DEED
AND REVISED BYLAWS**

DDL
44pg
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95553

WHEREAS, Cambridge Hall Condominium Association, Inc. (the "Association") was created by a Master Deed dated December 4, 1974 and recorded in the Mercer County Clerk's Office on December 5, 1974 in Deed Book 1980, Page 731 et seq. (the "Master Deed"); and

WHEREAS, the Master Deed was amended by an amendment dated December 21, 1976 and recorded in the Mercer County Clerk's Office on December 22, 1976 in Deed Book 2032, Page 831, et seq.; and

WHEREAS, Association Master Deed Section 20 provides that the provisions of the Master Deed may be amended from time to time pursuant to a resolution or written consent approving such amendment or amendments adopted or given by Unit Owners owning not less than seventy-five (75%) percent, in the aggregate, of the total ownership interest in the Common Elements; provided, however, that if the Act, this Master Deed or the By-Laws shall require the consent or agreement of a greater percentage of Unit Owners or of lien holders for any action specified in the Act or in the Master Deed or By-Laws, any amendment or amendments with respect to such action shall require consent or agreement of such greater percentage of Unit Owners or lien holders as may be provided in the Act, this Master Deed, or the By-Laws. All amendments to this Master Deed shall be recorded; and

WHEREAS, By-law Article XII, Section 1201 provides that the By-Laws may be modified or amended only by the affirmative vote of Unit Owners entitled to cast 75% of all votes which may be cast by Unit Owners (whether or not present) at a meeting of Unit owners duly held for such purpose. To be effective, modifications and amendments must be recorded in the Office of the Register of Mercer County. Insofar as rights are conferred upon the Sponsor by

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these By-Laws, these By-Laws may not be amended or modified (as to those portions only) without the consent in writing of the Sponsor so long as the Sponsor shall be the owner of one or more Units; and

WHEREAS, The Condominium Act, N.J.S.A. 46:8B-13(d), requires that "no amendment shall be effective until recorded in the same office as with any existing By-laws."; and

WHEREAS, the Association's Board of Trustees determined that, in order to conduct the affairs of the Association more efficiently, the Association's Master Deed should be amended as set forth in the Second Amendment to the Master Deed for Cambridge Hall Condominium Association, Inc. which is attached hereto and incorporated herein as exhibit A (the "Second Master Deed Amendment") and the By-laws should be amended and restated as set forth in the revised By-laws which are attached hereto and incorporated herein as exhibit B (the "Revised By-laws"); and

WHEREAS, after notice, a meeting was held for the purpose of voting on the Second Master Deed Amendment and the Revised By-laws and Unit Owners owning at least seventy-five (75%) percent. in the aggregate, of the total ownership interest in the Common Elements voted in favor of the Second Master Deed Amendment and Unit Owners entitled to cast at least 75% of all votes which could have been cast by Unit Owners at a meeting of Unit Owners voted in favor of the Revised By-laws.

NOW THEREFORE, The Association hereby submits the Second Amendment to Master Deed (to Amend the original Master Deed as amended) and the Revised By-laws (to supersede all previous Association By-laws and By-law amendments) attached hereto and incorporated herein for recordation in the Mercer County Clerk's Office.

Cambridge Hall Condominium Association, Inc.

By: 

Edward Touhy, President

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EDWARD TOUHY, PRESIDENT

**SECOND AMENDMENT TO THE MASTER DEED
FOR
CAMBRIDGE HALL CONDOMINIUM ASSOCIATION, INC.**

This Second Amendment to the Master Deed for Cambridge Hall Condominium, Inc. ("Amendment"), made this 30th day of November, 1999 by Cambridge Hall Condominium Association, Inc. having a principal office at 860 Lower Ferry Road, Ewing, New Jersey 08628.

WHEREAS, Cambridge Hall Condominium Association, Inc. (the "Association") was created by a Master Deed dated December 4, 1974 and recorded in the Mercer County Clerk's Office on December 5, 1974 in Deed Book 1980, Page 731 *et seq.* (the "Master Deed"); and

WHEREAS, the Master Deed was amended by an amendment dated December 21, 1976 and recorded in the Mercer County Clerk's Office on December 22, 1976 in Deed Book 2032, Page 831, *et seq.*; and

WHEREAS, the Master Deed grants certain rights, powers, privileges and protections to the Developer/Sponsor; and

WHEREAS, the Association's Developer/Sponsor has sold out its units in the Association and unit owners have taken control of the Board;

NOW, THEREFORE, the Association does hereby amend, modify and supplement the Association's Master Deed as follows:

1) Except to the extent, if any, that the Developer/Sponsor has rights, powers, privileges and/or protections as an Association Unit Owner and, except to the extent, if any, that the Developer/Sponsor must exercise rights, powers, privileges or protections in order to fulfil any duty, obligation, liability or warranty to the Association, an Association member or other person or entity identified by the Association, the Developer/Sponsor shall have no rights, powers, privileges or protections with respect to the Association, its Members or the Association property (common elements or otherwise) and the Association shall have all of the rights, powers, privileges and protections previously granted to or held by the Developer/Sponsor.

2) Though, except as specified herein, this amendment transfers all Developer/Sponsor rights, powers, privileges and protections to the Association, it does not transfer any Developer/Sponsor obligation, duty, liability or warranty obligation to the Association.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Master Deed for Cambridge Hall Condominium Association, Inc., the day and year listed above.

EXHIBIT 2

**CAMBRIDGE HALL
CONDOMINIUM ASSOCIATION, INC.
A New Jersey Non-Profit Corporation**

BY-LAWS

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EXHIBIT 2

CAMBRIDGE HALL CONDOMINIUM ASSOCIATION, INC.

A New Jersey Not-For-Profit Corporation

I. NAME, PURPOSE, APPLICABILITY, DEFINITIONS.

A. Name and Principal Office. These are the By Laws of Cambridge Hall Condominium Association, Inc., a not-for-profit corporation of the State of New Jersey, hereinafter referred to as the "Association." The principal office of the Association shall be located at 860 Lower Ferry Road, Ewing, New Jersey 08628 or at such other suitable and convenient place or places as shall be permitted by law and designated by the Trustees.

B. Purpose and Applicability. These By-Laws shall govern the administration of Cambridge Hall Condominium Association, Inc., a not-for-profit corporation organized under Title 15A of the New Jersey Statutes Annotated, (the "Association") and provide for the management, administration, utilization and maintenance of the Association's Common Elements and Units as they are described in the Association's Master Deed which was recorded in the Mercer County Clerk's office on December 5, 1974 in Deed Book 1980, Page 731 as amended (the "Master Deed"). These By-Laws shall be applicable to all of the residential and commercial unit owner(s) and the commercial tenant(s) thereof, as hereinafter defined, and to each unit of Cambridge Hall Condominium which is now, or may hereafter be created, hereinafter referred to as the "Condominium." All present and future unit owner(s) and commercial tenant(s) of the commercial owners' unit, their guests, clients, licensees, servants, agents, employees and any other person or persons who shall be permitted to use the designated facilities of the Condominium, shall be subject to these By-Laws, the Master Deed and to the Rules and Regulations issued by the Association to govern the conduct of its unit owner(s) and/or commercial tenant(s). The acquisition of a unit or any section of the commercial unit and/or the occupancy of any unit in the Condominium shall be conclusively deemed to mean that said unit owner(s) and/or their commercial tenant(s) have accepted and ratified these By-Laws and the Rules and Regulations of the Association and will comply with them.

C. Condominium Act. The Property, the Association and its Members are subject to the Condominium Act, N.J.S.A. 46:8B-1 et seq.

D. Definitions. Unless the context clearly indicates otherwise, all definitions set forth in the Master Deed or in the New Jersey Condominium

Act (N.J.S.A. 46:8B-1 et seq.) are incorporated herein. Further, unless it is plainly evident from the context that a different meaning is intended the following definitions are to be used throughout these By-Laws:

1. **Good Standing.** A Unit Owner shall be deemed to be in "Good Standing" if, and only if, the Unit Owner has fully paid all sums which have accrued against the Unit Owner's account in accordance with the Master Deed and these By-Laws, including, but not limited to, assessments, late fees, fines, interest, costs and attorney fees and such unit owner is in compliance with all other provisions of the Association's Master Deed, By-Laws, Rules and Regulations. For a member to vote at any meeting at which a membership vote will be taken the member must be in "Good Standing".
2. **Membership.** Membership in the Association shall be limited to the owners or co-owners of units in the Condominium provided, that whenever title to a unit is vested in two (2) or more persons or entities, such co-owners shall be entitled jointly to only one (1) vote according to the percentage of ownership assigned to their particular unit as designated on the records of the Association.
3. **Residential Units.** Residential Units are those units situated on the first through sixth floors and share use of the ground floor facilities from the lobby entrance extending southwest within the building and include parking and recreation areas to the east-southeast and southwest sides of the property. Occupancy of Residential Unit is strictly limited to unit owner(s) and/or their family members and/or the beneficiaries of any entity holding title to the unit, including, but not limited to, a family trust. No renting or leasing of Residential Units is permitted, no person or entity may receive or accept any compensation in exchange for use and/or occupancy of a unit.
4. **Commercial Unit Owners.** Commercial Unit Owners own the unit in the northeast section of the ground floor with entries at the northeast end of the building and include the designated parking area on the northeast section of the property. The commercial units therein are the only units available as rentals and may be used only for commercial tenant occupancy.

II. MEMBERSHIP, UNIT OWNER RIGHTS AND RESPONSIBILITIES.

- A. **Membership.** So long as any person or entity holds any interest (record ownership or otherwise) in a Unit, such person or entity shall automatically be a member of the Association. The holding of such interest shall also constitute an agreement to be bound by these By-Laws, the Association's Master Deed, Rules, Regulations and Resolutions.
- B. **Termination of Membership.** Once a person or entity comes to hold

1 any interest in a unit such person or entity is not divested of the obligations
2 of membership until such interest is wholly transferred of record in the
3 Mercer County Clerk's Office. During any period which a transferee has
4 taken an interest in a unit and the transfer has not be made of record in the
5 Mercer County Clerk's Office, the transferror and the transferee shall be
6 jointly and severally liable for obligations that accrue in favor of the
7 Association.

8 **C. Membership Rights.**

- 9 **1. General.** Every Member in Good Standing and permitted
10 occupants of units owned by Members in Good Standing shall be
11 free to use and enjoy the General Common Elements subject to the
12 restrictions contained in the Association's Master Deed, By-Laws and
13 any rules or regulations with respect to such use and enjoyment and
14 any transfer of all or part of the General Common Elements other
15 than any building which contains units as provided in the Master
16 Deed.
- 17 **2. Limited.** No Unit Owner(s) except when acting in the capacity
18 of a Board authorized officer of the Association, shall have any
19 authority to act for or bind the Association.
- 20 **3. Voting.** There shall be one vote cast for each Unit individually
21 listed on Exhibit 4 that is owned by a member in Good Standing. The
22 weight attributed to each vote shall equal the percentage ownership
23 listed on attached exhibit 4. If any Units individually listed on
24 Exhibit 4 have been combined and are owned by the same person(s)
25 or entity and are now considered a single unit, this shall not affect the
26 number of votes specified herein or the weight attributed to the
27 vote(s) (i.e. if two units listed individually on Exhibit 4 have been
28 combined, the Percentage Ownership shall be the sum of the
29 percentages listed for the units on Exhibit 4). If a unit is owned by
30 two (2) or more persons, only one vote may be cast; votes are not
31 divisible. No commercial tenant shall vote in the affairs of the
32 Association.

1 **D. Membership Responsibilities.**

- 2 1. **Association Fees.** Each Unit Owner shall pay his or her share of
3 the Association's Common Expenses. A Unit Owner's share of the
4 Common Expenses shall equal the percentage ownership listed on
5 attached exhibit 4. If any Units individually listed on Exhibit 4 have
6 been combined and are owned by the same person(s) or entity and are
7 now considered a single unit, this shall not affect the percentage
8 ownership attributed to the Units (i.e. if two units listed individually
9 on Exhibit 4 have been combined, the Percentage Ownership shall be
10 the sum of the percentages listed for the units on Exhibit 4). No
11 Unit Owner may exempt him/her self or be exempted from Paying his
12 or her share of the Common Expenses by waiver of the use or the
13 enjoyment of the Common Elements or facilities or by abandonment
14 of his/her unit or by reason of the Association's failure, if any, to
15 provide any goods or service that the Unit Owner may be entitled to
16 or may claim to be entitled to. A member shall, by accepting a Deed
17 to a Unit, be conclusively presumed to have agreed to pay his/her
18 share of the Common Expenses accruing while he/she is a record
19 owner of a Unit. Such obligation is irrefutable and unconditional and
20 runs with ownership of the unit.

21 The Unit Owners' share of the Common Expenses shall be assessed
22 on an annual basis. However, the annual assessment shall be payable
23 in twelve equal monthly payments payable on the first day of each
24 month. Payments received after the tenth day of the month due shall
25 be deemed late.

- 26 2. **Unit Maintenance.** Each Unit Owner shall promptly
27 perform at his or her own risk, cost and expense, all maintenance and
28 repair work upon the Unit and the Limited Common Elements, if any,
29 appurtenant to the Unit. If a unit owner fails to fulfil his/her
30 obligations hereunder, the Association may fulfil such obligations.
31 The Unit Owner shall be liable for any damages, liabilities, costs and
32 expenses including reasonable attorney fees incurred by the
33 Association arising out of the Unit Owner's failure to promptly
34 perform any such maintenance and repair work.

- 35 3. **Common Elements - Commercial Units.** All common
36 elements are to be maintained by the Association except that the
37 common elements appurtenant to Commercial Unit or used incidental
38 to the use of the Commercial Units shall be maintained by the owners
39 of the Commercial Unit. These common elements include, but are

1 not limited to, the hallway on the ground floor which services the
2 commercial units along with the restrooms off of that hallway and
3 any signs on the lawn areas for the commercial units. The
4 Commercial Unit Owners must maintain and insure the hallway
5 which services the commercial units and the restrooms ancillary to
6 the hallway. Commercial Unit Owners shall also be responsible for
7 maintenance, repair and/or replacement of certain other items
8 including, but not limited to the Commercial Unit's windows and
9 doors and any systems, equipment or other thing which exclusively
10 serves the Commercial Unit, including, but not limited to the air
11 conditioning units and the heating units.

12 4. **Damage to Common Elements.** The Unit Owner shall
13 reimburse the Association for any expense incurred by the
14 Association in repairing or replacing any part of the Common
15 Elements damaged by the Unit Owner, his invitee, client, patient,
16 visitor, agent, guests, licensee or a trespasser who gains access to the
17 Common Elements through the Unit Owner's negligence promptly
18 upon the receipt of the Association's statement of expenses. Such
19 sums shall be collectable from the Unit Owner in the same fashion as
20 Association Assessments including, but not limited to, the right to
21 lien and foreclose the lien.

22 5. **Personal Liability.** Except as otherwise provided by law,
23 a Unit Owner(s) shall have no personal liability for any damages
24 caused by the Association or in connection with the use of the
25 common elements; however, a Unit Owner(s) shall be liable for
26 injuries or damages resulting from an accident in his/her own unit
27 and/or the limited common element, if any, appurtenant to the unit
28 in the same manner and to the same extent as the owner of any other
29 real property.

30 6. **Upon the Sale, Conveyance.** Upon sale or conveyance or other
31 lawful transfer of title to a unit, all sums that accrued in favor of the
32 Association including, but not limited to, assessments against a Unit
33 Owner for his/her pro rata share in the expenses of administration,
34 maintenance and repair of the common elements and facilities, late
35 fees, interest, fines, attorney fees and any other Association charges
36 and other expenses agreed upon, shall first be paid out of the sale
37 price or by the buyer in preference over any other assessments or
38 charges of whatever nature, except the following:

39 a) Assessments, lien and charges for municipal taxes past due and
40 unpaid on the unit, and

b) payments due upon bona fide mortgage instruments, duly recorded prior to any Association accrual.

7. **Personal Obligation.** Upon any voluntary conveyance of a unit, the grantor and the grantee of such unit shall be jointly and severally liable for all unpaid assessments, late fees, interest, fines, attorney fees and any other Association charges pertaining to such unit duly made by the association or accrued up to the date of such conveyance without prejudice to the right of the grantee to recover from the grantor any amounts paid by the grantee, but the grantee shall be exclusively liable for those accruing while he is the unit owner.

8. **Mortgages.** In the event that a Unit Owner(s) shall mortgage his/her unit, the lien of the mortgage shall be deemed to attach to the member's rights, privileges and obligations in the Association, including his/her right to vote in the affairs of the Association to the extent that if the Unit Owner(s) shall be in default of any of the terms of the mortgage and such default shall result in foreclosure, the Unit Owner's membership in the Association shall automatically terminate and all of the rights, privileges and obligations of membership shall inure to the mortgagee and/or its assignees.

9. **Unit Sale.** Ten (10) days prior to the transfer of title to any unit, the transferor shall certify in writing to the Board of Trustees (Board President, Cambridge Hall Condominium Association, Inc. 860 Lower Ferry Road Ewing, New Jersey 08628) the following information.

a. Name - The name and current address of the prospective purchaser or transferee.

b. Notice of Covenants - The fact that a copy of the Master Deed and the Association By-Laws, rules and regulations have been given to the prospective purchaser or transferee and that the prospective purchaser or transferee is aware of the obligations and restrictions that come with ownership of a unit and membership in the Association.

III. MEMBER MEETINGS

A. **Number of Meetings.** The Association shall hold at least one meeting of the members per year.

1 **B. Location.** All Association meetings shall be held at the
2 Association's principal office or such other suitable and convenient place as
3 may be permitted by law and determined by the Board of Trustees.

4 **C. Notice Requirements.** The Secretary, or designee, shall provide for
5 the delivery of notices for membership meetings to Unit Owner(s), directed
6 to their last-known post office address as shown on the records of the
7 Association. Such notice shall be mailed or hand delivered not less than
8 fourteen (14) days before the date of the meeting and shall state the date, time
9 and place of the meeting.

10 **D. Quorum Required to Conduct Membership Business.** Except
11 as otherwise provided in these By-Laws, the presence or proxy representative
12 of Unit Owners representing at least fifty-one percent (51%) of the
13 Association units in Good Standing shall constitute a quorum at any annual
14 or special meeting of Unit Owners or any meeting considering a question
15 requiring a membership vote. If a meeting of Unit Owners cannot be
16 organized because a quorum is not achieved, the Board of Trustees may
17 adjourn the meeting to a time not less than four (4) days from the time the
18 original meeting was called. In the event of any such adjourned meeting,
19 notice of the new date shall be sent to all Unit Owners by mail or hand
20 delivered and the quorum requirement for this adjourned meeting shall be
21 reduced to at least twenty-five percent (25%) of the Association Members in
22 Good Standing .

23 **E. Annual Meeting.** The annual meeting of the Association
24 members shall be held on a date and at a time fixed by the Association's
25 Board. If no such date is otherwise fixed, the annual meeting of Association
26 members shall be held on the fourth Thursday in May at 5:00 p.m. If the
27 fourth Thursday in May is a holiday, then the Annual Meeting shall be held
28 on the first Thursday thereafter. Members shall elect trustees at the Annual
29 Meeting in accordance with the provisions of these By-Laws.

30 **F. Special Meetings.** The Association President or a majority of the Board
31 of Trustees may call special meetings of the Unit Owners. The Association
32 President must call a special meeting if presented with a written request for
33 a special meeting (which specifically states the reason for the special
34 meeting) signed by members representing twenty five percent of the total
35 number of Units in the Association. Issues addressed at the special meeting
36 shall be limited to the purpose stated in the notice of special meeting or the
37 members' request for special meeting.

38 **G. Order of Business.** The order of business at the annual meeting of
39 the Association Members shall be as follows:
40 1. Proof of notice of meeting or waiver of notice

- 1 2. Roll call/Sign In
- 2 3. Election of Trustees to the Board of Trustees
- 3 4. Reading of the minutes of the preceding Annual meeting
- 4 5. Reports of Officers -- President, Vice President, Secretary, Treasurer
- 5 6. Report of Trustees who are committee chairpersons
- 6 7. Other committee reports
- 7 8. Unfinished business
- 8 9. New business
- 9 10. Report of Election Committee
- 10 11. Adjournment

11 The order of business at all other meetings of Unit Owners shall conform to the
12 above order of business insofar as the purpose of the meeting will permit.

13 **IV. ENFORCEMENT.**

14 **A. Suspension of Rights.** Any and all rights that a member would otherwise
15 have shall be automatically suspended during any period when the member is not in
16 "Good Standing". The Association's failure to prevent a member's exercise
17 of his or her membership rights during any period while the member is not in Good
18 Standing shall not work as a waiver of the Association's right to prevent a member's
19 exercise of his or her membership rights while the member is not in "Good
20 Standing".

21
22 **B. Late Fees.** Any Common Expense Assessment or any other sum that
23 accrues against a member's account/unit that remains unpaid on the tenth (10th) day
24 of the month in which it is due will be assessed a late fee in an amount to be
25 determined by the Association's Board. Such late fee shall accrue on the tenth day
26 of each and every month thereafter during which a balance comprised of any sum
27 except late fees remains due and payable.

28 **C. Acceleration.** If any Common Expense Assessment or any other sum that
29 accrues against a member's account/unit remains unpaid sixty days after such
30 payment was due (the "Acceleration Date"), the remainder of the maintenance fees
31 for the balance of the Association's fiscal year shall be automatically and
32 immediately due and payable.

33
34 **D. Fines.** The Board shall also have the power to levy fines against any
35 Unit Owner(s) who violate(s) any rule, regulation, covenant, restriction, Master
36 Deed or By-Law provision or any applicable law. No fine may be levied for more
37 than \$250.00 for any one violation however, the Association may levy a fine of
38 up to \$250.00 per day for each day that a violation continues after the unit owner
39 has been notified to correct the violation as each day that a violation continues after
40 notice shall be considered a separate violation. Collection of fines may be enforced

1 against any Unit Owner(s) involved as if the fines were a Common Expense owed
2 by the particular Unit Owner(s).

3 **E. Liens.** If all sums outstanding including the accelerated sums are not
4 paid in full on or before the fifteenth day following the Acceleration Date, a
5 lien for all sums owed to the Association including, but not limited to
6 accelerated fees, late fees, fines, and attorney fees may be filed against the
7 subject unit, and the Association shall be entitled to foreclose such lien. The
8 Association shall have the power to bid on the unit at foreclosure sale and to
9 acquire, hold, mortgage and convey the unit. A lien chargeable to a unit shall
10 constitute a lien in favor of the Association prior to all other liens except: (1)
11 assessments, liens and charges for taxes past due and unpaid on the unit, and
12 (2) payments due under bona fide prior, duly recorded mortgage instruments.
13 Such lien shall be recorded in the Clerk's Office of Mercer County pursuant
14 to the Condominium Act.

15 **F. Foreclosure.** The Association's lien may be foreclosed in the same manner
16 provided for foreclosure and sale of real estate mortgages. In the event of
17 foreclosure, the Association shall, in addition to the amount due, be entitled
18 to recover reasonable expenses of the action including costs and attorney
19 fees. Such charges and expenses shall bear interest from the due date set by
20 the Board of Trustees at such rate not exceeding the legal interest rate as may
21 be established by the Trustees or, if no rate is so established, at the maximum
22 legal rate. The right of the Association to foreclose on the lien shall be in
23 addition to any other remedy which may be available to it for the collection
24 of obligations owed including the right to proceed against any delinquent
25 Unit Owner for the recovery of a personal judgement against him/her.

26 **G. Self Help.** The Association may send notice to the offending party to
27 cause certain things to be done or undone; restore the Association to its original
28 position and charge the breaching party with the entire cost or any part thereof
29 including attorney fees and costs and/or by complaint to the duly constituted
30 authorities; or by taking any other action, summary or otherwise, before any court
31 as may be provided by law.

32 **H. Damages and/or Injunctive Relief.** Each Unit Owner(s) shall
33 comply strictly with the Master Deed, these By-Laws and the Association's rules
34 and regulations adopted pursuant thereto, as either may be lawfully amended from
35 time to time and with the covenants, conditions and restrictions set forth in the
36 Master Deed and By-Laws, rules and

37 regulations. Failure to comply with any of the same shall be grounds for
38 a civil action to recover sums due for damages or injunctive relief, or both,
39 maintainable by the Association on behalf of the owners or, in a proper

1 case, by an aggrieved unit owner or by any person who holds a mortgage
2 lien upon a unit and is aggrieved by any such non-compliance. If such
3 claim is pursued by the Association, the Association shall also be entitled to
4 recover its costs and attorney fees incurred in pursuing such claim.

5 **I. Attorney Fees and Costs.** If the Association incurs any attorney fees
6 and/or costs in enforcing the Association's Master Deed, By-Laws, rules and/or
7 regulations, (including, but not limited to compelling payment of Association
8 assessments) the Association shall be entitled to recover such attorney fees and costs
9 from the offending unit owner and such sums shall become a lien upon the unit and
10 shall also be collectable as would any common expense assessment.

11 **V. BOARD OF TRUSTEES.**

12 **A. Number and Qualification.** The affairs of the Association shall be
13 governed by a Board of nine (9) Trustees. All Trustees shall be members in
14 Good Standing and shall be unit owners or spouses of unit owners or, in the
15 case of a partnership owned unit shall be members or assignees of such
16 partnership or, in the case of corporate owners shall be officers, stockholders
17 or assignees of such corporation or, in the case of fiduciary owners, shall be
18 fiduciaries or officers or assignees of such fiduciaries. There shall be no
19 more than one sitting trustee from any unit.

20 **B. Election and Term of Office.** Each year at the annual meeting three
21 (3) Trustees shall be elected to serve a term of three (3) years or until a
22 successor is elected and qualified. No Trustee may be elected to serve more
23 than two (2) ~~consecutive~~ three (3) year terms. Trustees shall serve without
24 compensation.

25 **1. Nominations.** A Nominating Committee shall be appointed by the
26 President of the Board of Trustees with the consent of the other Board
27 members. The Committee shall consist of three (3) Unit Owners including
28 a member of the Board whose term is not expiring.

29 **2. Floor Nominations.** A Unit Owner may propose a candidate at the
30 meeting which announces the nominations recommended by the Committee,
31 which is the previous meeting to the annual meeting. The candidate must be
32 seconded.
33

34 **3. Ballots.** Election of Unit Owners to the Board of Trustees shall be by
35 printed (written) secret ballots. Ballots must be written and must:

- 36 a describe the vacancies to be filled;
37 b set forth the names of all candidates;

- 1 c contain spaces for write-in candidates;
2 d Absentee balloting and proxy voting are permitted. Absentee ballots
3 and proxies must be requested by the unit owner from the designated
4 Chairperson of the Election Committee at least fourteen (14) days
5 prior to the date set for the election. Upon receipt of the ballot/proxy
6 request, the designated Chairperson of the Election Committee will:
7
8 1.) Verify the good standing of the person/entity requesting the
9 ballot/proxy,
10 2.) Mark that person's/entity's percentage ownership interest in
11 the Common Elements as specified in the Master Deed and its
12 exhibits upon the ballot or proxy,
13 3.) Hand deliver or mail the ballot or proxy to the person/entity
14 requesting it and note on the unit owner roster that a
15 ballot/proxy has been sent.
16 4.) The person/entity/voter must then place the absentee ballot or
17 proxy in the envelope provided and return it sealed to the
18 designated Chairperson of the Election Committee no later
19 than two (2) days prior to the date set for the election.

20 Since this is a secret ballot process, only original absentee ballots or proxies
21 will be accepted, no photocopies or facsimiles will be accepted. Once an
22 original absentee ballot or proxy has been forwarded to a unit owner, it must
23 be returned to the Chairperson of the Election Committee. Unit owners may
24 not vote again in person or otherwise. Once cast, an absentee ballot or proxy
25 may not be withdrawn. Only one ballot/proxy will be hand delivered or
26 mailed to each unit owner per vote/election. Lost or unreceived
27 ballots/proxies will not be replaced.

28 4. Voting. Voting shall comply with ARTICLE II, Section C.

29 C. Officers. The officers of the Association shall be a President, Vice
30 President, Secretary and Treasurer, and such other officers as the Board may
31 elect. All officers shall be members of the Board of Trustees.

32 1. Election. The officers of the Association shall be elected annually by the
33 Board of Trustees at the organization of each new Board after the annual
34 election of new members to the Board of Trustees by Unit Owners, and shall
35 hold office until their successors are elected or appointed by the Board and
36 qualified. Each officer shall hold office at the pleasure of the Board of
37 Trustees and may be removed with or without cause and a successor elected
38 at any meeting of the Board, called for such purpose. The Board of Trustees
39 may, from time to time, appoint such other officers as in their judgement are
40 necessary.

1 **2. President.** The President shall be the Chief Executive Officer of the
2 Association and shall preside at all meetings of the Unit Owners and of the Board of
3 Trustees. The President shall have the general powers and duties usually vested in
4 the office of President of an association, including but not limited to the power to
5 appoint committees from among the Unit Owners as the President may deem
6 appropriate to assist in the conduct of the affairs of the Association. With
7 authorization from the Board, the President may execute all instruments in the name
8 and on behalf of the Association and under its seal, except when documents are
9 required or permitted by law to be otherwise executed and except when signing and
10 execution thereof shall be delegated by the Board of Trustees to another officer or
11 agent of the Association; however, all Association contracts must be executed by the
12 President and at least one other trustee to be valid.. The President may from time to
13 time delegate such duties and powers as may be prescribed by these By-Laws to
14 other members of the Board of Trustees, Unit Owners, and/or a management service
15 as is appropriate; however, Association management shall not be permitted to sign
16 checks drawn on Association accounts or sign contracts on behalf of the Association.

17 **3. Vice-President.** The Vice-President shall take the place of the
18 President and perform his/her duties whenever the President shall be absent
19 or unable to act. If neither the President nor the Vice-President is able to act,
20 the Board of Trustees shall appoint some other member of the Board of
21 Trustees to act in the place of the President on an interim basis. The Vice-
22 President shall also perform such other duties as shall from time to time be
23 imposed upon him/her by the Board of Trustees or the President.

24 **4. Secretary.** The Secretary shall attend Board of Trustees meetings
25 and Board meetings with Unit Owners. The Secretary, or designee, shall
26 record all votes and minutes of proceedings, including resolutions, in a
27 manual or electronic format to be kept for that purpose. The Secretary shall
28 have charge of the minutes and such records and papers as the Board of
29 Trustees shall direct and perform all duties incident to the office of Secretary,
30 including sending notices of meetings to Unit Owners and the Board of
31 Trustees. The Secretary will perform such other duties as may be prescribed
32 by the By-Laws or by the Board of Trustees or the President. The Secretary
33 shall also have custody of the seal of the Association and, when authorized
34 by the Board of Trustees, affix the same to any instrument requiring it and
35 attest the same when appropriate. The Secretary may from time to time
36 delegate such duties as may be appropriate.

37 **5. Treasurer.** The Treasurer shall have the responsibility for the
38 Association's funds and securities. The Treasurer, or designee, shall keep full
39 and accurate accounts of receipts and disbursements in books belonging to
40 the Association and shall deposit all monies, checks and other valuable
41 effects in the name and to the credit of the Association in such depositories
42 as may from time to time be designated by the Board of Trustees. The

1 Treasurer shall disburse the funds of the Association as may be ordered by
2 the Board of Trustees or the President and shall render to the President and
3 Trustees an account of his/her transactions as Treasurer and of the financial
4 condition of the Association. The Treasurer may from time to time delegate
5 such duties as may be appropriate.

6 **D. Compensation.** The officers of the Association shall serve without
7 compensation except that they shall be entitled to reimbursement for all
8 expenses reasonably incurred in the discharge of their duties.

9 **E. Vacancy.** If any Trustee seat shall become vacant by reason of death,
10 resignation, disqualification, removal from office or otherwise, a Unit Owner
11 shall be appointed by a vote of the remaining board members (a simple
12 majority shall prevail) to fill the vacancy for the unexpired term of the vacant
13 seat.

14 **F. Removal.** A Trustee may be removed with or without cause by the
15 affirmative vote in person or by proxy or absentee ballot of a majority of the
16 Unit Owners in Good Standing at a special meeting of Unit Owners duly
17 called for such a purpose. A trustee may also be removed from the board by
18 the affirmative vote of seven (7) trustees if:

- 19 1. Such trustee has missed three (3) open board meetings in any 12
20 month period
21 **OR**
22 2. Such trustee has been convicted of or has pleaded guilty to any crime
23 while a member of the Board or within five years of becoming a
24 member of the Board.

25 Any member Trustee whose removal has been proposed by the Unit Owners
26 or otherwise shall be given an opportunity to be heard at the meeting called
27 for such a purpose.

28 **G. Board Meetings.** At all duly convened Board meetings, a majority of
29 the Trustees shall constitute a quorum for the transaction of business, except
30 as otherwise provided in these By-Laws or by law. All methods of
31 conducting the meetings and discussions taking place during the meetings
32 shall generally be held according to Roberts Rules of Order.

33 **H. Organizational Meeting.** An organizational meeting of each newly
34 elected Board of Trustees shall be held to elect officers within one week of
35 the Annual Meeting. If a quorum of the Board is not then present, such first
36 or organizational meeting shall be held as soon thereafter as may be practical
37 provided notice is given to each Trustee as set forth in Section I of this
38 Article or unless waived as provided in Section K of this Article.

1 **I. Regular Meetings of the Board of Trustees.** Regular meetings of the
2 Board of Trustees may be held at such time and place as permitted by law as
3 from time to time may be determined by the trustees, but at least six (6) such
4 meetings (including any annual meeting) shall be held in each fiscal year.
5 Notice of regular meetings of the Board shall be given to each Trustee by
6 hand delivery or mail, with postage prepaid, directed to him/her at his/her last
7 known post office address as the same appears on the records of the
8 Association, at least five (5) days before the date appointed for such meeting.
9 Such notice shall state the date, time and place of such meeting and the
10 purpose thereof.

11 **J. Special Meetings of the Board of Trustees.** Special Meetings of the
12 Board of Trustees may be called by the President of the Association on three
13 (3) days notice to each Trustee, given in the same manner as provided in
14 Section I. Special meetings of the Board shall be called by the President or
15 Secretary. Written notice shall identify the purpose of the meeting which
16 shall be the only subject to be addressed.

17 **K. Waiver of Notification.** Before any meeting of the Board of Trustees,
18 whether regular or special, any Trustee may, in writing, waive notice of such
19 meeting and such waiver shall be deemed equivalent to the Trustee having
20 been given notice. Attendance by a Trustee at any meeting of the Board shall
21 likewise constitute a waiver by him/her of such notice.

22 **L. Board Powers.** The Board of Trustees shall have and exercise all
23 lawful powers necessary for the proper conduct and administration of the
24 affairs of the Association and the operation and maintenance of the
25 Condominium and all powers necessarily implied in order to fulfil the
26 Board's duties. The Board of Trustees may do or cause to be done all such
27 other lawful acts and things as are not by law, the Master Deed or these By-
28 Laws prohibited from being done. In the performance of its duties as the
29 administering body of the Condominium Association and of the
30 Condominium, the Board of Trustees shall have powers which include but
31 which are not limited to, the following:
32

33 **1. Expenditures.** The Board may spend up to \$15,000 in any twelve
34 month period for Association capital improvements, however, proposed
35 expenditures in excess of \$15,000.00 shall require the affirmative vote of
36 seventy-five percent (75%) of the Unit Owners in Good Standing. All other
37 Board decisions, unless specified, shall require a simple majority vote of the
38 Board of Trustees.

39 **2. Non-budgeted Items.** The Board of Trustees may make certain non-
40 budgeted expenditures; however, it shall not have the authority, except in the
41 case of an emergency, to expend in excess of \$10,000.00 in any twelve month

1 period on any item which is not in the budget without the written consent of
2 the Unit Owners holding a majority of the shares in Good Standing in the
3 Association. If the item is specified in the budget, the Board of Trustees shall
4 not have the authority, except in the case of an emergency, to expend in
5 excess of \$10,000.00 over the budgeted amount for such item without the
6 written consent of the Unit Owners holding a majority of the shares in Good
7 Standing in the Association.

8 **3. Limited ability to make additions, alterations and improvements.** The
9 Board of Trustees shall make no new additions which would necessitate a
10 special assessment unless required by a government agency, title insurance
11 company, or in the event of an emergency, without the consent of Members
12 in Good Standing holding a majority of the shares in the Condominium.

13 **4. Access.** The Association shall have the irrevocable right, to be
14 exercised by an authorized person, to have access to each unit and its limited
15 common elements from time to time, upon notice and during reasonable
16 hours as may be necessary for the inspection, maintenance, repair and/or
17 replacement of any of the common elements or limited common elements
18 therein or accessible therefrom or for making emergency repairs therein
19 necessary to prevent damage to the common elements, limited common
20 elements or to another unit or units.

21 **5. Right to Purchase.** The Association shall have the right to
22 purchase units in the Condominium and otherwise acquire, hold, mortgage
23 and convey the same.

24 **6. Contract/Hire.** To enter into contracts, bring suit and retain legal
25 counsel, engineers and accountants and such other professional employees,
26 and to fix their compensation.

27 **7. Managing Agent.** The Board of Trustees may employ a managing
28 agent for the Condominium at a rate of compensation established by the
29 Board of Trustees to perform such duties and services as the Board of
30 Trustees shall authorize and may lawfully delegate to the managing agent by
31 these By-Laws but, notwithstanding such delegation, shall remain responsible
32 to the Unit Owners for the proper performance of such duties and services.

33 **M. Board Duties.**

34 **1. Records.** The Secretary, or designee, shall compile and keep up to date
35 at the principal office of the Association all Association Books and Records,
36 a complete list of the Unit Owners and their last known post office address.
37 Such list shall also show the percentage of ownership owned by each Unit
38 Owner. This list shall be open to inspection for Association related purposes

1 by all Unit Owners and other persons lawfully entitled to inspect the same at
2 reasonable hours during business days.

3
4 The Secretary, or designee, shall also keep current and retain custody of the
5 minute books of the Association, containing the minutes of all Association
6 meetings and all resolutions of the Board of Trustees. All Association records,
7 documents and minutes of Committees, Officers and Trustees must be returned
8 to the Association files when their term of office expires.

- 9 **2. Care of Common Elements.** The operation, maintenance, repair, removal,
10 replacement, cleaning, sanitation, care, upkeep, protection and surveillance of
11 the buildings in the Condominium (excluding the units), their common elements
12 and the facilities and all other Association property, real or personal and the
13 preparation and adoption of an annual budget providing for anticipated
14 expenditures and income.

- 15 **3. Budget, Assessments and Collection.** Determination of the common
16 expenses required for the affairs of the Association including the establishment
17 of reasonable reserves for future replacement of and maintenance to the
18 Association's property. Prior to the beginning of each fiscal year the Board of
19 Trustees shall prepare and adopt a budget which shall fix the amount of common
20 charges payable by each unit to meet the common expenses of the Association
21 including the aforesaid reserves and to make up for any deficit in the common
22 expenses for any prior year. The Board shall allocate and assess such charges
23 among the Unit Owners according to and in the percentage of their respective
24 ownership of common elements as set forth in the Master Deed; however,
25 charges to be borne exclusively by either residential unit owners or commercial
26 unit owners shall be assessed separately against such units' owners. In the event
27 receipts of the Association exceed the common expenses in any fiscal year, such
28 excess shall be applied by the Association to reduce on a pro rata basis the
29 assessments against each unit owner in the next succeeding fiscal year or may
30 be applied to Association reserves. Unit owners shall be advised of the amount
31 of common expenses payable by each of them promptly after such determination
32 is made and these charges shall be paid in twelve (12) monthly installments in
33 advance of the first day of each month of such fiscal year. On or before the
34 due date of the first monthly installment, the Association shall prepare and
35 deliver or mail to each Unit Owner a statement showing the amount thereof and
36 the estimated amount assessed against each unit for the entire fiscal year. The
37 Association shall not be obligated to give notice of any subsequently accruing
38 monthly payments for such fiscal year and the omission of notice of such
39 installments shall not relieve such Unit Owner from his obligation to pay such
40 monthly installment promptly when and as they become due and payable.

- 41 **4. Modification of Assessments and Special Assessments.** Adjust or increase
42 the amount of any annual assessments and monthly installments as is found

1 necessary. To levy and collect, in addition thereto, special assessments in such
2 amounts as the Board may deem proper whenever the Board is of the opinion
3 it is necessary to do so in order to meet increased operating or maintenance costs
4 or because of emergencies.

5 **5. Expend Funds.** To use and expend any sums collected from such
6 assessments or levies for the operation, maintenance, renewal, care, upkeep,
7 surveillance and protection of the common elements, facilities of the
8 Association and all of its real or personal property.

9 **6. Checks.** All checks shall require two (2) authorized Board of Trustees
10 signatures.

11 **7. Pay taxes.** To pay all taxes and assessments levied or assessed against
12 any property of the Association, exclusive of any taxes or assessments levied
13 against any unit or otherwise properly chargeable to the owner of such unit.

14 **8. Employ and/or Purchase.** To employ and dismiss a superintendent,
15 porter(s), gardener(s), agents and any other personnel, and to purchase and
16 arrange for such services, machinery, equipment, tools, materials and supplies
17 as in the opinion of the Board of Trustees may from time to time be necessary
18 for the proper operation and maintenance of the facilities of the Association,
19 except the portions thereof required to be maintained by the owner of a unit.
20 The Board of Trustees may employ a management company for the Association,
21 at such compensation as may be established by the Board to perform such duties
22 and services as the Board may delegate.

23 **9. Unit Access.** To have access to and the right to enter or cause to be entered,
24 any unit from time to time upon notice to the owner and at reasonable hours
25 when deemed to be necessary for or in connection with the inspection,
26 operation, maintenance, repair, replacement, renewal or protection of any
27 common elements, or to prevent damage to the common elements or any unit
28 or in emergencies. Such entry and work shall be done with as little
29 inconvenience as possible to the Unit Owners and occupants of such units. Each
30 owner shall be deemed to have expressly granted such rights of entry by
31 accepting and recording the Deed to his unit.

32 **10. Collect Sums Due.** To collect all obligations in favor of the Association
33 against any units and their respective owners, together with such costs and
34 expenses incurred, including but not limited to court costs and attorney fees,
35 whether by suit or otherwise.

36
37 **11. Enforcement.** Abate nuisances and enforce observances of the rules and
38 regulations relating to the Condominium, by self help, injunction or such other
39 legal action or means as the Board of Trustees may deem necessary or

appropriate.

12. **Accounts.** To cause such operating accounts, reserve accounts and escrow or other accounts, if any, to be established and opened as the Board of Trustees may deem appropriate and consistent with good accounting practices.

13. **Accounting Records.** To maintain accounting records, in accordance with generally accepted accounting principles, which records shall include:

- a. A record of all receipt and expenditures;
- b. An account for each unit setting forth any Association obligations due, or any interest in common surplus;
- c. A record of all maintenance and repairs made to the common elements. Such accounting records shall be open to inspection of Unit Owners at reasonable times upon request.

14. **Annual Audit.** The Board of Trustees shall have an annual audit of Association funds prepared by an independent accountant, a copy of which shall be available upon request to Unit Owner(s) within ninety (90) days of the fiscal year of the Association. The audit shall cover the operating budget and reserve accounts.

15. **Rules and Regulations.** To adopt, distribute, amend and enforce compliance with such reasonable Rules and Regulations relative to the operation, use and occupancy of the units, common elements and facilities of the Association, and to amend the same from time to time as the Board shall deem necessary or appropriate. The Rules and Regulations shall be binding upon the owners, their successors and assigns.

16. **Insurance.** The Board of Trustees shall be required to obtain and maintain, to the extent it is available, the following insurance upon the Units, the Common Elements, and upon equipment and personal property owned by the Association. Such policies shall include provisions that they be without contribution, that improvements to Units made by Unit Owners shall not affect the valuation of the Property for the purposes of insurance, and that the insurer waives its right of subrogation as to any claims against Unit Owners, the Association and their respective families, employees, servants, agents, guests and invitees. The coverages shall be against the hereinafter enumerated perils and contingencies:

- a. **Buildings & Improvements.** The Building and all improvements upon the Property and all personal property included therein, except such personal property as may be owned by the Unit Owners, shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation, foundations and other construction components customarily

1 excluded) as determined periodically by the insurance company
2 affording such coverage. To the extent such insurance is available,
3 such coverage shall afford protection against:

4
5 **b. Fire or Hazards.** Loss or damage by fire or other hazards
6 covered by the standard extended coverage endorsements; and

7 **c. Other Risks.** Such other risks as from time to time
8 customarily shall be covered with respect to buildings similar in
9 construction, location and use to the Building, including, but not
10 limited to vandalism, malicious mischief, windstorm and water
11 damage.

12 **d. Comprehensive.** Comprehensive public liability and property
13 damage, in such amount and in such forms, as shall be required by the
14 Association, including but not limited to, water damage, legal
15 liability, hired automobiles, non-owned automobiles and off-premises
16 employee coverages.

17 **e. Workers Compensation.** Worker's Compensation coverage to
18 meet the requirement of law.

19 **f. Directors and Officers Liability Insurance.** Insurance
20 indemnifying the Association's Trustees, Officers and Committee
21 members against liability for errors and omissions occurring in
22 connection with the performance of their duties in an amount of at
23 least \$1,000,000.00, with any deductible amount to be in the sole
24 discretion of the Board.

25 All liability insurance shall contain cross-liability endorsements to cover
26 liabilities of the Association and the Unit Owners, as a group, to an individual
27 owner.

28 **17. Damage by Fire or Other Casualty - Reconstruction.**

29 **a. Repair.** Damage to or destruction of any improvements on the
30 Condominium Property or any part thereof or to a Common Element
31 or Elements or any part thereof covered by insurance maintained or
32 required to be maintained by the Association shall be repaired and
33 restored by the Association using the proceeds of any such insurance.
34 The Unit Owners directly affected shall be assessed on an equitable
35 basis for any Association deductible or deficiency and shall share in
36 any excess.

1 b. **Inadequate Insurance Proceeds.** If the proceeds of such
2 insurance shall be inadequate by a substantial amount to cover the
3 estimated cost of restoration of an essential improvement or Common
4 Element or if such damage shall constitute substantially total
5 destruction of the Building or if seventy-five percent (75%) of the
6 Unit Owners directly affected by such damage or destruction voting
7 in accordance with the procedures established by the By-Laws shall
8 determine not to repair or restore, the Association shall proceed to
9 realize upon the salvage value of the condominium Property so
10 damaged or destroyed either by sale or such other means as the
11 Association may deem advisable and shall collect the proceeds of any
12 insurance. Thereupon the net proceeds of such sale, together with the
13 net proceeds of such insurance shall be considered as one fund to be
14 divided among the Unit Owners in proportion to their respective
15 undivided ownership of the Common Elements after provision for
16 liabilities of the Association and the Board of Trustees and officers
17 arising out of the performance of their duties hereunder. In such
18 event, the Master Deed shall terminate and an instrument
19 accomplishing and evidencing such termination shall be delivered to
20 the appropriate governmental official by the President of the
21 Association. Any liens or encumbrances on any affected Unit shall
22 be relegated to the interest in the fund of the Unit Owner of such
23 Unit.

24 c. **Continuing Obligation to Pay Association Obligations.**
25 Notwithstanding destruction of the Unit and the resulting inability to
26 occupy same, the owner of that Unit shall remain liable for all
27 assessments including, but not limited to, common expenses, special
28 assessments, interest, fines, late fees and attorney fees, until such time
29 as the Master Deed is terminated as aforesaid and, in the event of the
30 reconstruction of his/her Unit, liability for assessments will continue.

31 d. **Association Responsibility.** In all instances, the responsibility for
32 reconstruction and repair after casualty shall be that of the
33 Association, which shall obtain estimates of the costs of repair and
34 shall, to the extent that the proceeds of insurance are not sufficient to
35 defray the estimated cost of reconstruction and repair by the
36 Association, assess all the Unit Owners, in accordance with their
37 shares, for such additional funds as may be required to complete the
38 reconstruction and repair. The Association shall not be required to
39 restore or make available funds to restore improvements to or within
40 a Unit made by the Unit Owner and/or not covered by insurance
41 carried or required to be carried by the Association.

42 e. **Reconstruction Funds.** The funds for payment of costs of

1 reconstruction and repair after casualty shall consist of proceeds of
2 insurance held by the Association and funds collected by the
3 Association from assessments against Unit Owners and shall
4 constitute an account to be known as a "Reconstruction and Repair
5 Account," which shall be disbursed in payment of such costs in the
6 following manner:

7 i. If the amount of the estimated cost of reconstruction and
8 repair is less than the total of the annual assessments for Common
9 Expenses made during the year in which the casualty occurred, the
10 Reconstruction and Repair Account shall be disbursed in payment of
11 such costs upon the order of the Board of Trustees of the Association;
12 provided, however, that upon request of a mortgagee who is a
13 beneficiary of an insurance policy, the proceeds of which are included
14 in the Reconstruction and Repair Account, such Account shall be
15 disbursed in the manner hereafter provided for the reconstruction and
16 repair of major damage.

17 ii. If the amount of the estimated costs of reconstruction and
18 repair of the Building or other improvements are more than the total
19 of the annual assessments for Common Expenses made during the
20 year in which the casualty occurred or upon request of a mortgagee
21 as provided in the preceding subsection, the Reconstruction and
22 Repair Account shall be disbursed in payment of such costs in the
23 manner required by the Board of Trustees of the Association but only
24 upon approval of an architect qualified to practice in the State of New
25 Jersey and employed by the Association to supervise the work.

26 f. **Disbursements.** It shall be presumed that the first monies
27 disbursed in payment of costs of reconstruction and repair shall be
28 from insurance proceeds. If there is a balance in the Reconstruction
29 and Repair Account after payment of all costs of reconstruction and
30 repair for which the Account is established, such balance shall be
31 distributed to all of the Unit Owners whose interests are reflected in
32 such Account by reason of their having contributed thereto in
33 proportion to their contributions.

34 N. **Indemnification and Exculpation.** Trustees, Officers and
35 Committee Persons, their heirs, administrators and executors shall
36 be indemnified and defended by the Association from and against
37 any claims, losses, expenses and counsel fees reasonably incurred
38 in connection with any claim arising from their actions taken
39 pursuant to fulfillment of the duties of their Association office.
40 However, should such person be adjudged to have been guilty of

1 gross negligence or willful misconduct, the aforesaid indemnity
2 shall not apply. In the event of a settlement, such person shall be
3 indemnified only as to such matters covered by the settlement which
4 the Association is advised by its counsel are not the result of gross
5 negligence or willful misconduct and only if and to the extent such
6 settlement is approved by the Board of Trustees. This
7 indemnification is intended to encompass the acts of persons acting
8 on behalf of the Association with authorization of the Association's
9 Master Deed, Bylaws and Board and is not intended to be operative
10 with respect to any duties, obligations or liabilities assumed by such
11 persons as Unit Owners, or general Association members.

12 Without limiting the above general indemnification and defense
13 provision, the Unit Owners and the Association shall also indemnify
14 and defend the Trustees, their heirs, administrators and executors
15 from and against all contractual liability to others arising out of
16 authorized contracts made by the Board of Trustees on behalf of the
17 Association unless any such contract shall have been made in bad
18 faith or contrary to the provisions of the Master Deed or of these
19 By-Laws. It is intended that the members of the Board of Trustees
20 shall have no personal liability with respect to any contract made by
21 them on behalf of the Association. It is also intended that the li-
22 ability of any Unit Owner arising out of any contract made by the
23 Board of Trustees or out of the aforesaid indemnity in favor of the
24 members of the Board of Trustees shall be limited to such
25 proportion of the total liability thereunder as his/her interest in the
26 Common Elements bears to the interest of all the Unit Owners in the
27 Common Elements. Every agreement made by the Board of
28 Trustees on behalf of the Association shall provide that the members
29 of the Board are acting only as agents for the Association and shall
30 have no personal liability thereunder (except as provided herein as
31 Unit owners) and that each Unit Owner's liability thereunder shall
32 be limited to such proportion of the total liability thereunder as his
33 interest in the Common Elements bears to the interest of all Unit
34 Owners. The foregoing rights shall not be exclusive of all other
35 rights to which such Trustee or officers may be entitled. All liability,
36 loss, damage, costs and expenses incurred or suffered by the
37 Association by reason of, arising out of, or in connection with the
38 foregoing indemnification provisions shall be treated by the
39 Association as common expense. Nothing in these By-Laws shall be
40 deemed to exculpate members of the Board of Trustees from
41 fulfilling their fiduciary responsibilities in good faith.

42 Unless acting in bad faith, neither the Board as a body nor any

1 Director, Officer, or committee member shall be personally liable to
2 any Unit Owner in any respect for any action or lack of action arising
3 out of the execution of his office. Each Unit Owner shall be bound
4 by the good faith actions of the Association's Board, officers and
5 committee members taken in execution of their duties. Nothing in
6 these By-Laws shall be deemed to exculpate members of the Board
7 of Trustees from fulfilling their fiduciary responsibilities in good
8 faith.

- 9 O. **Fidelity Bonds.** Maintain adequate fidelity bonds for Association
10 trustees, agents and employees that handle Association funds and
11 records at such times and in such amounts as the Board of Trustees
12 may determine are necessary. The price for such coverage shall be a
13 common expense.

14 **VI. INSURANCE.**

15
16 Each Unit Owner shall have the right to obtain insurance, at his own expense,
17 affording coverage upon his personal property, including betterments and
18 improvements, and for his/her personal liability and as may be required by law,
19 but all such insurance shall contain the same waiver of subrogation rights
20 against the Association as that referred to hereinabove (if same is available) and
21 must be obtained from the insurance company from which the Association
22 obtains coverage against the same risk, liability of peril if the Association has
23 such coverage, and if available from such company. A Unit Owner shall not be
24 obligated to purchase such insurance through the broker or agent used by the
25 Association. Notwithstanding anything to the contrary, should an Association
26 insurance policy provide coverage with respect to damage to a particular Unit
27 and/or the common elements appurtenant to a particular unit, the unit owner of
28 the particular unit shall be solely responsible to pay any deductible applicable
29 to the Association's insurance policy.

- 30
31 A. **Beneficiaries.** All insurance policies maintained by the Association shall be
32 for the benefit of the Association and the Unit Owners, and their mortgagees,
33 as their respective interests may appear, and shall provide that all proceeds
34 payable as a result of casualty losses shall be paid to the Association. The
35 Association shall hold such proceeds for the benefit of the Association, the Unit
36 Owners, and their respective mortgagees in the following manner:

- 37 1. **Common Element Damage.** Proceeds on account of damage to
38 Common Elements shall be held by the Association to be used for repair,
39 reconstruction or distribution as hereinafter set forth.
- 40 2. **Unit Damage.** Proceeds on account of insured damage to Units shall

1 be held in the following undivided shares:

2 a. **Partial Destruction.** In the case of partial destruction, if the
3 Building is to be restored (or of total destruction if a determination is
4 made, as hereinafter provided, to restore the Building), for the owners
5 of damaged Units in proportion to the costs of repairing the damage
6 suffered by each damaged Unit.

7 b. **Total Destruction.** In the case of total destruction of the
8 Building, if the Building is not to be restored (or of partial destruction
9 if a determination is made, as hereinafter provided, not to restore the
10 building), for all Unit Owners, the share of each being that proportion
11 which his/her interest in the Common Elements bears to the total of
12 all such interests.

13 In the event a mortgage endorsement has been issued as to a Unit, the
14 share of the Unit Owner shall be held for the mortgagee and the Unit
15 Owner, as their interests may appear, but this shall not be construed
16 to give any mortgagee the right to determine or participate in the
17 determination of reconstruction or repair.

18 3. **Insurance Proceeds Distribution.** Proceeds of insurance policies received
19 by the Association shall be distributed to or for the benefit of the Unit Owners
20 having an interest therein, after paying or making provision for payment of the
21 expenses of the Association in obtaining the proceeds, in the following manner:

22 a. **Repair.** If the damaged property for which the proceeds were
23 paid is to be repaired or reconstructed, the proceeds shall be paid to
24 defray the cost thereof, as provided by the Master Deed, the proceeds
25 to be applied first to the costs of repairing the Common Elements and
26 the balance to the restoration of the Unit or Units sustaining damage,
27 in proportion to the insured damage sustained by each. Any proceeds
28 remaining after defraying such costs shall be distributed by the
29 Association to the particular Unit Owners for whose benefit the
30 proceeds theretofore were applied. All remittances to a Unit Owner
31 shall be made payable to the Unit Owner and his/her mortgagee,
32 jointly, if the Unit is subject to a permitted first mortgage of which
33 the Association has notice.

34 b. **No Repair.** If it is determined that the damage for which the
35 proceeds are paid shall not be repaired, the Master Deed shall be
36 terminated and the proceeds shall be distributed to all of the unit
37 Owners according to their shares. Such remittances shall be made to
38 the owners and their mortgagees jointly by the Association.

1 **VII. ASSOCIATION IMMUNITY FROM LIABILITY FOR**
2 **BODILY INJURY TO UNIT OWNER.**

3 Pursuant to N.J.S.A. 2A:62A-13 and these Bylaws, the Association shall not be liable in any
4 civil action brought by or on behalf of a unit owner to respond in damages as a result of
5 bodily injury to the unit owner occurring on the Association's premises.

6 Nothing herein or otherwise shall be deemed to grant immunity to the Association for
7 causing bodily injury to the unit owner on the Association's premises by the Association's
8 wilful, wanton or grossly negligent act of commission or omission.

9 **VIII. FISCAL YEAR.**

10 The fiscal year of the Association shall begin on March 1 of each year or on such other date
11 as determined by the Board.

12 **IX. CORPORATE SEAL.**

13 The corporate seal of the Association shall consist of two (2) concentric circles, between the
14 circumferences of which shall be inscribed the name CAMBRIDGE HALL
15 CONDOMINIUM ASSOCIATION and within the circumference of the inner circle, the
16 words "Incorporated," "New Jersey" and the year of incorporation.

17 **X. AMENDMENTS TO BY-LAWS**

18 These By-Laws and the form of administration set forth herein may be amended from time
19 to time by the affirmative vote of the Unit Owners representing seventy-five percent (75%)
20 of the units of the Condominium as set forth in the Master Deed.

21 Any such modification which is not in accord with the provisions of the Master Deed shall
22 not be operative until it is embodied in a recorded instrument which shall be recorded in the
23 Office of the Clerk of Mercer County in the same manner as the Master Deed and By-Laws.

24 **XI. DISSOLUTION.**

25 **A. Procedure.** In the event it shall be deemed advisable and for the
26 benefit of the Members of the Association that the Association should
27 be dissolved, the procedures concerning dissolution set forth in Title
28 15A of the Revised Statutes of the State of New Jersey, as amended,
29 entitled "Corporations and Associations Not for Profit" shall be
30 followed.

31 **B. Maintenance/Township Approval.** Upon dissolution,
32 arrangements shall be made with respect to the maintenance of all
33 commonly owned open space. Any dissolution shall be subject to the

1 approval of the body or person then responsible for such matters for
2 the Township of Ewing with respect to the provision for maintenance
3 of the said open space.

4 **C. Assets.** In the event of dissolution, the assets of the
5 Association, after the payment of all debts, shall be distributed to the
6 Members of the Association in accordance with their percentage of
7 ownership therein.

8 **D. Termination.** There shall be no termination of the
9 Condominium or dissolution of the Association for reasons other than
10 substantial destruction or condemnation unless agreed to by eligible
11 mortgage holders (as defined in the Master Deed) representing at least
12 sixty-seven percent (67%) of the votes of the mortgaged units.

13 **XII. COVENANTS REGARDING USE OF PREMISES.**

14 **A. Covenants Regarding Use of Premises.** No residential Unit shall be used
15 for any purpose other than a family residential dwelling; no commercial unit
16 shall be leased for any purpose other than the intended offices.

17 **B. Leasing Prohibition.** Occupancy of Residential Units is strictly limited to
18 unit owner(s) and/or their family members and/or the beneficiaries of any entity
19 holding title to the unit, including, but not limited to, a family trust. No renting
20 or leasing of Residential Units is permitted, no person or entity may receive or
21 accept any compensation in exchange for use and/or occupancy of a unit. All
22 unit owners shall comply with the terms and conditions as set forth in the Master
23 Deed, these By-Laws, the Certificate of Incorporation, any and all law
24 (including case law), statutes, rules, regulations, ordinances and resolutions. An
25 attempt by a Unit Owner to enter into a lease shall be a violation and any such
26 lease shall be null and void and of no legal effect. The ground floor commercial
27 unit may be leased as office space only.

28 **C. Obstructions.** Except as otherwise authorized by the Association's Board in
29 writing, there shall be no obstruction of the common elements. Nothing
30 hazardous shall be stored in the common elements. Each Unit Owner(s) shall
31 be obligated to maintain and keep in good order and repair his own unit and
32 limited common elements related to his/her unit.

33 **D. Compromising Insurance.** Nothing shall be done or kept in any unit or in
34 the common elements which will increase the rate of insurance on the building
35 or contents thereof without the prior written consent of the Board of Trustees.
36 No owner shall permit anything to be done or kept in his/her unit or in the
37 common elements which will result in the cancellation of insurance on the
38 building or contents thereof or which would be in violation of any law. No

waste shall be permitted in any of the common elements.

E. No Signs Permitted. Unit Owners shall not cause or permit anything to be hung or displayed or placed on the outside walls or doors of the building. No signs may be placed in windows.

F. No Noxious or Toxic Materials . No noxious or toxic materials shall be stored, maintained or used in any unit or on the common elements.

G. No Noxious or Offensive Activity. No Noxious or Offensive activity shall be carried on in any unit, or in the common elements, nor shall anything be done therein contrary to law, whether willfully or negligently.

H. No Modification. Except as otherwise authorized by the Association's Board in writing, no Unit Owner shall contract for or perform any maintenance, repair, replacement, alteration or modification of the common elements or make any additions thereto. No owners shall take or cause to be taken, any action within his/her unit which would jeopardize the soundness or safety of any part of the condominium property or of any other unit or impair any easement or right appurtenant thereto or affect the common elements or any other unit.

I. Vehicles. Except as otherwise authorized by the Association's Board in writing, no trailers, boats or inoperable vehicles shall be placed on the common elements by any owner.

XIII. MULTIPLE DWELLING LAW

The Condominium is subject to the Hotel and Multiple Dwelling Law (N.J.S.A. 55:13A-1 et seq.). The Association is considered the "owner" for purposes of that law and is responsible for the abatement of all violations which it has the power to abate and for the payment of registration and inspection fees. Unit Owners shall be required to provide access to the units for inspections and abate violations within their units.

XIV. STANDING COMMITTEES.

The Standing Committees of the Cambridge Hall Condominium Association shall be:

Nominating/Election Committee
Budget Finance Committee
Maintenance Committees:
Landscaping Committee
Pool Committee

1 House/Interior Decorating Committee
2 Card Room/Exercise Room/Party Room/Library Committee
3 Bulletin Board Committee
4 Community Relations/Good & Welfare
5 Personnel Committee
6 Covenant Committee

7 And such other committees as the Board of Trustees shall determine in its discretion.

8 **A. Budgets.** Each committee shall establish and present a budget every year to the
9 Budget Committee.

10 **B. Appointment.** Members of the standing committees shall be appointed by the
11 President of the Board of Trustees. Each Committee shall be headed by a
12 member of the Board of Trustees. Any Committee Member may be removed
13 at the Board's discretion.

14 **C. Duties.** It shall be the duty of each committee to make, adopt and publish
15 rules pertaining to the organization of each committee, to receive complaints
16 from members on any matter involving Condominium Association functions,
17 duties and activities within its field of responsibilities. It shall dispose of such
18 complaints as it deems appropriate or refer them to such other committee,
19 Trustee or officer of the Condominium Association as is further concerned with
20 the matter presented.

21 **1. Nominating Committee.** The Nominating Committee may make
22 as many nominations for the election to the Board of Trustees as it
23 shall, in its discretion, determine to be necessary, but not less than the
24 number of vacancies to be filled.

25 **2. Budget/Finance Committee.** The Finance Committee shall
26 prepare and present the annual budget to the membership before
27 March 1st of the new fiscal year meeting. The Finance Committee
28 shall perform such other functions as the Board in its discretion shall
29 determine. Any duty of the finance committee shall also be a duty of
30 the Board. The Board of Trustees must vote on whether or not to
31 adopt any proposed budget. Whether or not the Board accepts the
32 proposed budget, the Board must approve a budget for the
33 forthcoming year which shall, among other things, specify the
34 anticipated income and expenses and provide a basis for common
35 expenses which are to be distributed based upon percentage
36 ownership.

37 **3. Maintenance Committee.** The Maintenance Committee shall
38 advise the Board of Trustees on all matters pertaining to the

1 maintenance, repair or improvement of the common elements of the
2 Condominium Association, and shall perform such other functions as
3 the Board in its discretion shall determine. These committees shall
4 consist, but not be limited to, the following:

- 5 ● Landscape
- 6 ● Pool
- 7 ● House Interior Decorating and Maintenance
- 8 ● Card, Party (Community), Exercise Rooms
- 9 ● Library
- 10 ● Bulletin Board

11 4. **Community Relations/Good and Welfare.** The Community
12 Relations/Good and Welfare Committee shall interact with the
13 Community outside of and within the Association and shall undertake
14 projects regarding same with the approval of the Association's Board.

15 5. **Personnel Committee.** The Personnel Committee may interact
16 with all employees, and shall advise the Board of Trustees on the
17 management of employees, their duties and responsibilities, as well
18 as the hiring, firing and disciplinary action of said employees.

19 6. **Covenants Committee.** The Covenants Committee shall hold
20 disciplinary hearings with those Unit Owners who are not in
21 compliance with the By-Laws as herein stated, the Master Deed, the
22 Rules and Regulations and/or Law. The Committee may hold
23 hearings to negotiate the resolution of disputes between the
24 Association and Unit Owners.

25 **XV. ALTERNATIVE DISPUTE RESOLUTION.**

26
27 Whereas, N.J.S.A. 46:8B-14(k) requires the Association to provide a fair and efficient
28 procedure for the resolution of housing-related disputes between unit owners and the
29 Association and between unit owners, as an alternative to litigation, and that a person other
30 than an officer or trustee of the Association shall be available to address said dispute, the
31 Association shall, by resolution, establish an alternative dispute resolution process and the
32 subject unit owner must be given written notice of the action taken by the Association and
33 the alleged basis for the action, and shall be advised of the right to participate in the
34 alternative dispute resolution procedure prior to the imposition of any fine.

35 **XVI. GENERAL.**

36
37 A. **Invalidity.** The invalidity of any part of these By-Laws shall not
38 impair or affect in any manner the validity, or enforceability or

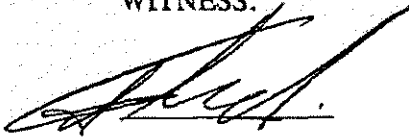
1 effect of the balance of these By-Laws. Should any provision hereof
2 be determined invalid, illegal or unenforceable, the balance of the
3 provisions shall remain in full force and effect.

4 **B. Captions.** The captions herein are inserted only as a matter of
5 convenience and in no way define, limit or describe the scope of the
6 By-Laws or the intent of any provision thereof.

7 **C. Waiver.** No restriction, condition, obligation or provision
8 contained in these By-Laws shall be deemed to have been abrogated or waived
9 by reason of any failure to enforce the same irrespective of the number of
10 violations or breaches thereof which may occur.

11 **D. Conflicts.** In case any of these By-Laws conflict with the
12 provisions of the Master Deed or the Condominium Act of the State of New
13 Jersey, the provisions of said Master Deed or the Condominium Act, as the
14 case may be, shall control.

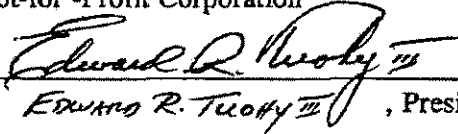
WITNESS:



FRANCES J. McDOWELL, JR.

Cambridge Hall Condominium Association, Inc.,
A Not-for-Profit Corporation

By:



EDWARD R. TUOHY III, President

ATTEST:

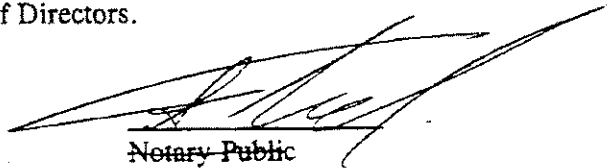


ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss.
COUNTY OF MERCER)

On the 11TH day of November, 1999, Edward Touhy personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed and delivered the foregoing document as the President of Cambridge Hall Condominium Association, Inc. (the "Corporation"), named in this document; and
- (b) this document was signed and delivered by the Corporation as its voluntary act and deed by virtue of authority from its Board of Directors.



Notary Public
FRANCIS J. MCGOVERN, JR.
ATTORNEY AT LAW
STATE OF New Jersey

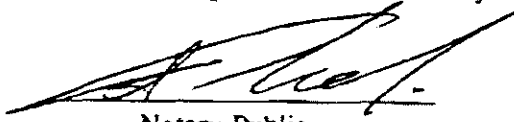
ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss.
COUNTY OF MERCER)

On the 30th day of November, 1999, Edward L. Tushy III personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed and delivered the foregoing document as the President of Cambridge Hall Condominium Association, Inc., A Not-for-Profit Corporation (the "Corporation"), named in this document; and

(b) this document was signed and delivered by the Corporation as its voluntary act and deed by virtue of authority from its Members.


~~Notary Public~~
FRANCES J. MCGOVERN, JR.
ATTORNEY AT LAW
STATE OF NEW JERSEY

Mercer County Clerk's Office

Return To:

STARK & STARK
PO BOX 5315

PRINCETON NJ 08543

CAMBRIDGE HALL CONDO ASSN INC

CAMBRIDGE HALL CONDO ASSN INC

Index DEEDS

Book 04597 Page 0123

No. Pages 0009

Instrument MISC DEEDS

Date : 9/18/2003

Time : 12:26:44

Control # 200309180377

INST# RD 2003 061335

Employee ID LISAC

RECORDING	\$	29.00
RECORDING	\$	41.00
DARM \$	\$	24.00
NJPRPA	\$	16.00
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Total:	\$	110.00

STATE OF NEW JERSEY
Mercer County Clerk's Office

*****PLEASE NOTE*****
* DO NOT REMOVE THIS COVER SHEET - *
* IT CONTAINS ALL RECORDING INFORMATION *

Catherine DiCostanzo
Mercer County Clerk



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Prepared by:

FRANCIS J. MCGOVERN, JR., ESQUIRE

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**CAMBRIDGE HALL CONDOMINIUM ASSOCIATION, INC.
RESOLUTION RELATING TO FILING MASTER DEED AMENDMENT
IMPOSING AGE RESTRICTION FOR UNIT OCCUPANCY**

WHEREAS, Cambridge Hall Condominium Association, Inc., a not-for-profit corporation (the "Association") was created to provide for the management, administration, utilization and maintenance of the Association's Common Elements and Units as they are described in the Association's **Master Deed** which was recorded in the Mercer County Clerk's Office on **December 5, 1974 in Deed Book 1980, Page 731** as amended (the "Master Deed") and

WHEREAS, the Association amended its By-laws by an amendment dated November 11, 1999 which was recorded in the Mercer County Clerk's Office on **January 31, 2000 in Deed Book 03750, Page 0072 et seq** and

WHEREAS, an overwhelming majority of the Association's Unit occupants are age 55 and over and

WHEREAS, because of this, the Association has undertaken to implement policies, procedures and facilities to provide housing for older persons and

WHEREAS, the Association contains certain, non-residential, Commercial Units on the building's first floor which the Association has determined, because of their non-residential nature, shall not be subject to the age restrictions of this amendment, and

WHEREAS, the Board has determined that it is in the Association's best interest to implement a resident age restriction,

per: Stark & Stark, Esqs.
P.O. Box 5315
Princeton NJ 08543

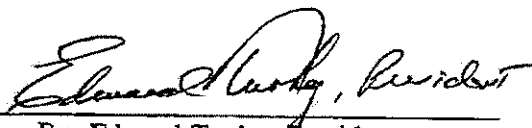
WHEREAS, Master Deed Section 20 provides that "The Provisions of the Master Deed may be amended from time to time pursuant to a resolution or written consent approving such amendment or amendments adopted or given by Unit Owners owning not less than seventy-five (75%) percent, in the aggregate, of the total ownership interest in the Common Elements; provided, however, that if the Act, this Master Deed or the By-laws shall require the consent or agreement of a greater percentage of Unit Owners or of lien holders for any action specified in the Act or in the Master Deed or By-laws, any amendment or amendments with respect to such action shall require consent or agreement of such greater percentage of Unit Owners or lien holders as may be provided in the Act, this Master Deed, or the By-laws. All amendments to this Master Deed shall be recorded; and

WHEREAS, on a special meeting was held to vote on the proposed Master Deed amendment and

WHEREAS, at the special meeting, where a quorum in excess of the required percent was present, the Master Deed amendment attached hereto as exhibit "A" was passed by the required number of votes:

NOW THEREFORE, the Association hereby submits the Master Deed amendment attached hereto and incorporated herein for recordation in the Mercer County Clerk's Office.

Cambridge Hall Condominium Association, Inc.


By: Edward Tuohy, President

AMENDMENT TO THE MASTER DEED OF CAMBRIDGE HALL CONDOMINIUM ASSOCIATION, INC. IMPOSING AGE RESTRICTIONS FOR UNIT OCCUPANCY

This Amendment to the Master Deed of the Cambridge Hall Condominium Association, Inc. is made on this 7TH day of ~~June~~^{August}, 2003 by the Cambridge Hall Condominium Association, Inc. which has an address of E. W. Murray Associates, Inc., Attention: Ellen Comiski, Manager, 3576 B Quakerbridge Road, Hamilton, NJ 08619.

WHEREAS, Cambridge Hall Condominium Association, Inc. , a not-for-profit corporation (the "Association") was created to provide for the management, administration, utilization and maintenance of the Association's Common Elements and Units as they are described in the Association's Master Deed which was recorded in the Mercer County Clerk's Office on **December 5, 1974 in Deed Book 1980, Page 731** as amended (the "Master Deed") and

WHEREAS, the Association amended its By-laws by an amendment dated November 11, 1999 which was recorded in the Mercer County Clerk's Office on **January 31, 2000 in Deed Book 03750, Page 0072 et seq** and

WHEREAS, an overwhelming majority of the Association's Unit occupants are age 55 and over and

WHEREAS, because of this, the Association has undertaken to implement policies, procedures and facilities to provide housing for older persons and

WHEREAS, the Association contains certain, non-residential, Commercial Units on the building's first floor which the Association has determined, because of their non-residential nature, shall not be subject to the age restrictions of this amendment, and

WHEREAS, the Board has determined that it is in the Association's best interest to implement a



resident age restriction,

NOW, THEREFORE, the Association does hereby amend, modify and supplement the Association's Master Deed to add the following section which shall not apply to the non-residential, Commercial Units:

28. Restrictions on Age of Occupants; Permitted Occupants:

(a) Each Unit, other than the non-residential, Commercial Units, within the Association is intended to be used for and shall be considered as "housing for older persons" as that term is defined in Section 805(d)(2) of the Fair Housing Amendments Act of 1988, 42 U.S.C. 3607(b)(2), as amended, and the regulations promulgated thereunder and the Housing for Older Persons Act of 1995, as amended and the regulations promulgated thereunder in 1999 as amended.

(b) Each Unit, other than the non-residential, Commercial Units, must be occupied as the personal residence of at least one (1) person who, as of the date of such person's initial occupancy of the Unit, is 55 years of age or older. No person under the age of 19 may occupy a unit except as may be specifically permitted by subsection (iii) hereof. In furtherance of these general restrictions on the age of Unit occupants, occupancy of Units shall be restricted to the following "Permitted Occupants":

- (i) Persons 55 years of age or older.
- (ii) Persons (regardless of age), residing with their spouse, provided the spouse of such person is 55 years of age or older; provided further, however, that any such person (regardless of age) may continue to occupy the Unit (and shall continue to be a Permitted Occupant) after the death of his or her resident-spouse who was over 55.
- (iii) Persons who are the child of a Permitted Occupant described in clauses (i) or (ii) of subsection (b) residing with such Permitted Occupant, provided the child is of the age of 19 years or over.
- (iv) Persons, of the age of 19 years or over, residing with and providing

physical or economic support to a Permitted Occupant.

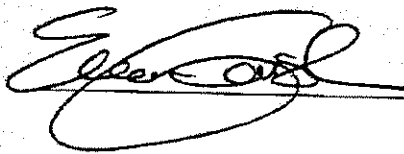
(c) Nothing in this Section shall be construed to prohibit the following:

- (i) Entertaining by the Permitted Occupant of any Unit of guests of any age in his or her Unit, including temporary residency by such guests for a period not to exceed thirty (30) consecutive days or an aggregate of ninety (90) days in any calendar year.

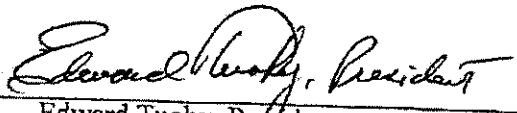
(d) In order to permit the Association to monitor compliance with these restrictions, upon any transfer of a Unit, other than the non-residential, Commercial Units, the Seller and the Purchaser shall deliver to the Association a certification, on a form prescribed by the Board of Trustees, listing the proposed occupants of the Unit after giving effect to such sale and their ages. The Association shall have the right from time to time to require Owners to provide updated certifications regarding the occupants of their Units and reasonable documentation confirming the ages of such occupants.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to the Master Deed
on the day and year listed above.

WITNESS:



Cambridge Hall Condominium Association, Inc.

By: 
Edward Tuohy, President

ACKNOWLEDGMENT


STATE OF NEW JERSEY)
) ss.
COUNTY OF OCEAN)

On the 7th day of August, 2003, Edward Tuohy, President
personally appeared before me and this person acknowledged under oath, to my satisfaction,
that:

(a) this person signed and delivered the foregoing document as the President of
Cambridge Hall Condominium Association, Inc. (the "Association") named in this document;
and

(b) this document was signed and delivered by the Association as its voluntary act
and deed by virtue of authority from its Board of Directors.

Sworn and subscribed to before
me this 7th day of August,
2003.


Notary Public - State of New Jersey

Lois A. Koczon
Notary Public Of N.J.
Commission Expires 9/25/04

ACKNOWLEDGMENT

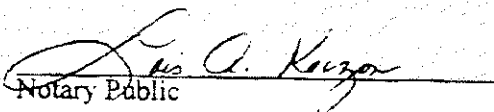
STATE OF NEW JERSEY) ss.

COUNTY OF MERCER)

On the *7th* day of *August*, 2003, Edward Tuohy, President personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed and delivered the foregoing document as the President of the Cambridge Hall Condominium Association, Inc. , A Non-Profit Corporation (the "Corporation"), named in this document; and

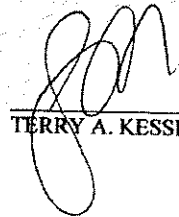
(b) this document was signed and delivered by the Corporation as its voluntary act and deed by virtue of authority from its Members.


Notary Public

Lois A. Koczon
Notary Public Of N.J.
Commission Expires 9/25/04

END OF DOCUMENT

Prepared By:


TERRY A. KESSLER, ESQ.

**CAMBRIDGE HALL CONDOMINIUM ASSOCIATION, INC.
AMENDMENT TO THE BY- LAWS**

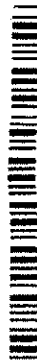
THIS AMENDMENT to the By- Laws of the Cambridge Hall Condominium, located in the Township of Ewing, County of Mercer, State of New Jersey, is made by the Condominium Unit Owners and Members of the Cambridge Hall Condominium Association, Inc., with its principal business address at 860 Lower Ferry Road, Ewing, New Jersey, 07701, this 3 day of APRIL, 2014.

The Unit Owners/Members at a meeting held on MARCH 13, 2014 voted to amend the By-Laws of the Association in accordance with Article X of the By-Laws and with a quorum present and an affirmative vote of at least 75% of its members do hereby amend said By-Laws, recorded in the Clerk's Office of Mercer County in Deed Book 1980 Page 731 et. sec. on December 5, 1974, and as amended on December 22, 1976 in deed book 2032 at page 831 et. seq. and on January 31, 2000 in deed book 03750 at page 0072 et. seq., as follows:

Record and Return:
Terry A. Kessler, Esq.
HILL WALLACK LLP
202 Carnegie Center
PO Box 5226
Princeton NJ 08543

{F:\WDOX\DOCS\016150\00001\03079306; 3}

FILED 2014 APR 15 PM 04:10/2014 09:42:00 AM
JULIA SALVENDY DEPUTY CLERK, MERCER COUNTY NEW JERSEY



DOS 4p 63-11361

Princeton, New Jersey 08543-5226

**CAMBRIDGE HALL CONDOMINIUM ASSOCIATION, INC.
AMENDMENT TO BY-LAWS REGARDING
CAPITAL CONTRIBUTION**

WHEREAS, the Legislature of the State of New Jersey adopted an amendment to the New Jersey Condominium Act, *N.J.S.A. 46:8B-1, et seq.*, stating, "If authorized by the Master Deed or bylaws, the [condominium] association may levy and collect a capital contribution, membership fee or other charge upon the initial sale or subsequent resale of a unit, which collection is earmarked for the purpose of maintenance of or improvements to common elements to defray common expenses or otherwise, provided that such charge shall not exceed nine times the amount of the most recent monthly common expense assessment for that unit;" and

WHEREAS, the Unit Owners of the Cambridge Hall Condominium, who also are the Members of the Cambridge Hall Condominium Association, Inc., wish to assure that the Condominium and Association are in compliance with current law by conforming the Condominium By-Laws to the language adopted by the Legislature.

NOW, THEREFORE, In accordance with Article X of the By-Laws, 75% of the Unit Owners voted to amend the By-Laws of the Cambridge Hall Condominium by adding the following Sub-Section c. to Article II, Section, D9.

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c. Capital Contribution

(i) Amount and use. In addition to common expense assessments and any other fees and charges due from each unit owner to the Association pursuant to the Master Deed and the By-Laws, immediately upon obtaining title to a unit, each unit owner shall pay the Association a Capital Contribution in an amount of three (3) times the amount of the monthly common expense assessment. The Capital Contribution shall be used by the Association for the purpose of maintenance of or improvements to common elements to defray common expenses or as otherwise determined by the board of trustees consistent with its authority under the New Jersey Condominium Act, the Master Deed and the Association's By-Laws.

(ii) When obligation arises. For the purpose of this section, any conveyance of a unit to a new owner or the addition of a person or persons to the title of a unit, other than the addition of a spouse of a current owner of the unit or an heir that takes title pursuant to a will, shall be deemed to constitute the obtaining of title by the new unit owner and shall require the payment of the Capital Contribution. The elimination of one or more names from the title of a deed or a mere reconfiguration of the ownership interests of current owners shall not be deemed to require payment of the fee, provided at least one prior owner remains a record owner of the unit.

(iii) Enforcement. Each Capital Contribution Fee due shall be a lien upon the unit against which it has been charged and shall also be the personal obligation of the owner of such unit at the time it became due and successor owners until paid. Each Capital Contribution fee due may be collected in the same manner as set forth in the Master Deed and/or the By-Laws for the collection of common expense assessments, including the imposition of late fees and acceleration, together with costs incurred in seeking collection, including reasonable attorneys' fees.

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This Amendment shall be effective immediately but shall apply only to conveyances occurring after adoption.

IN WITNESS WHEREOF, the Cambridge Hall Condominium Association, Inc., has caused this instrument to be signed by its proper corporate officers.

**CAMBRIDGE HALL
CONDOMINIUM ASSOCIATION, INC.**

By: [Signature]
J. FRED SACK, President

ATTEST:

[Signature]
VINCENT A. LAURIA, Secretary

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
COUNTY OF MERCER : SS

I certify that on APRIL 3, 2014, VINCENT LAURIA personally came before me and this person acknowledged under oath to my satisfaction that he/she is the Secretary of the Cambridge Hall Condominium Association, Inc. and is the attesting witness to the signing of this document by the proper corporate officer, who is FRED SACK the President of the Corporation; this document was signed and delivered by the Corporation as its voluntary act duly authorized by a proper vote of the Members; this person knows the proper seal of the Corporation which was affixed to this document; and this person signed this proof to attest to the truth of these facts.

Subscribed and sworn to
before me, this 3rd day
of April, 2014.

A Notary Public of New Jersey
My Commission Expires: 3/5/18



[Signature]
Secretary
VINCENT A. LAURIA

[E:\WDOX\DOCS\016150\00001\03079306_3]

Prepared By:


TERRY A. KESSLER, ESQ.

DDS (Kess) EWT
17828
53.00Pd

**CAMBRIDGE HALL CONDOMINIUM ASSOCIATION, INC.
AMENDMENT TO THE BY- LAWS**

THIS AMENDMENT to the By- Laws of the Cambridge Hall Condominium, located in the Township of Ewing, County of Mercer, State of New Jersey, is made by the Condominium Unit Owners and Members of the Cambridge Hall Condominium Association, Inc., with its principal business address at 860 Lower Ferry Road, Ewing, New Jersey, 07701, this 17 day of June, 2015.

The Unit Owners/Members at a meeting held on May 21, 2015 and as adjourned voted to amend the By-Laws of the Association in accordance with Article X of the By-Laws and with a quorum present and an affirmative vote of at least 75% of its members do hereby amend said By-Laws, recorded in the Clerk's Office of Mercer County in Deed Book 1981 Page 72, et. seq. on December 5, 1974, and as amended on December 22, 1976 in deed book 2032 at page 831 et. seq. and on January 31, 2000 in deed book 03750 at page 0072 et. seq. as follows:

Record and Return:
Terry A. Kessler, Esq.
HILL WALLACK LLP
21 Roszel Road
Princeton, New Jersey 08543-5226

INSTR # 2015042954
P. BK 6229 Pg 31 Pgs 31 - 33 (3 pgs)
RECORDED 09/21/2015 09:16:47 AM
PAUL A. SOLIMANI COVELL, COUNTY CLERK
MERCER COUNTY, NEW JERSEY



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CAMBRIDGE HALL CONDOMINIUM ASSOCIATION, INC.

**AMENDMENT TO BY-LAWS WITH RESIDENCY REQUIREMENTS
FOR BOARD MEMBERS**

WHEREAS, In accordance with Article X of the By-Laws, 75% of the Unit Owners
voted to amend the By- Laws of the Cambridge Hall Condominium as follows:

SUB-SECTION 1. TO ARTICLE V, SECTION A IS HEREBY AMENDED:

1. In order to assure that all members of the Board of Trustees be
acquainted with the ongoing operation of the Cambridge Hall Condominium Association
and the concerns and impact of Board decisions on the unit owners, each member of the
Board of Trustees shall be a full-time permanent resident of Cambridge Hall for at least
one year prior to his or her candidacy and throughout his or her term on the board. Full
time residency requires that each board member reside at Cambridge Hall for at least nine
(9) months of each calendar year as evidenced by at least two (2) of the following:

- a. Voter Registration rolls;
- b. New Jersey Driver's License;
- c. Legal address for Federal State and Local Income Tax; and/or
- d. Other verifiable evidence.

**ARTICLE V, SECTION F IS HEREBY AMENDED TO ADD THE FOLLOWING
SUBSECTION 3:**

[REDACTED]

3. Such Trustee has had a change in residency during his or her term in office or fails to report a change within 30 days shall be considered grounds for removal in accordance with the procedures herein.

IN WITNESS WHEREOF, the Cambridge Hall Condominium Association, Inc., has caused this instrument to be signed by its proper corporate officers.

CAMBRIDGE HALL
CONDOMINIUM ASSOCIATION, INC.

By *Ann Watkins*
ANN WATKINS, President

ATTEST

Maryann Blaskovitz
MARYANN BLASKOVITZ, Secretary

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
COUNTY OF MERCER : SS

I certify that on May 21, 2015, Maryann Blaskovitz personally came before me and this person acknowledged under oath to my satisfaction that he/she is the Secretary of the Cambridge Hall Condominium Association, Inc., and is the attesting witness to the signing of this document by the proper corporate officer, who is Ann Watkins, the President of the Corporation; this document was signed and delivered by the Corporation as its voluntary act duly authorized by a proper vote of the Members; this person knows the proper seal of the Corporation which was affixed to this document; and this person signed this proof to attest to the truth of these facts.

Maryann Blaskovitz
Secretary

Subscribed and sworn to
before me, this 21 day
of May, 2015.

Felicia Gistman
A Notary Public of New Jersey

My Commission Expires: March 5, 2018



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