

Exhibit A
TRENDMAKER HOMES NORTH CONDOMINIUM ASSOCIATION, INC.
PROPERTY MODIFICATION REQUEST FORM

Names of requesting Applicant(s) Home Phone Work Phone

Names of Unit Owner(s), if different from above Home Phone Work Phone

Unit Address Email Address

Parking Space No.

Mailing Address: _____
 Street City State Zip

Nature of Modification: Installation of Electric Vehicle Charging Station
List all vehicle(s) that will be utilizing the installation. Only those vehicle(s) listed below shall be permitted to use the installation. Any change in vehicles and/or addition of other vehicles must be reported to the Association in writing before use is granted to those vehicles.

Vehicle Make Model License Plate

Vehicle Make Model License Plate

Note: Attach drawings indicating design, location and appearance. Attached copies of all applications for all requisite federal, state and municipal permits and approvals. Also list materials to be used and any other information that may be required by the Governing Documents and the Rules and Regulations.

Electrician(s): _____

Electrician's Address: _____

Electrician's License Number Electrician's Phone Number

Note: Attach all applicable Electrician licensing and insurance information.

All applicant(s) and Unit Owner(s), if different, must initial the spaces to the left of each statement below. By initialing each statement, you acknowledge that you have read, understood, and agree to comply with each statement.

Initial Here:

_____ I am required to read the Association’s Master Deed, By-Laws, Rules and Regulations, and/or Modification Guidelines in their entirety. It is my responsibility to research and adhere to my obligations regarding this Modification Application.

_____ I am responsible for complying with the Association’s architectural standards and the approved Plans.

_____ I am responsible for obtaining all necessary federal, state and municipal permits/approvals at my own cost. If there is not a permit/approval application attached to this application, my request does not require one.

_____ I am responsible for engaging a licensed electrician, at my own cost, to install all necessary electrical lines and electrical infrastructures.

_____ I am responsible for reimbursing the Association for all reasonable costs and expenses the Association incurs in reviewing and/or having its professionals review this Modification Application, including, without limitation, reasonable engineering and legal fees.

_____ I will, within fourteen (14) days of approval of this Modification Application and before installation of the electric vehicle charging station, obtain insurance protecting the Association and others from damage as a result of installation, existence and operation of the electric vehicle charging station.

_____ I will, at all times while the electric vehicle charging station is in place, maintain a policy of insurance to cover potential claims and losses related to the electric vehicle charging station, which policy shall be for at least \$100,000.00 and under which the Association shall be named as an additional insured with the right to receive a notice of cancellation.

_____ I will pay for all electricity usage associated with the electric vehicle charging station.

_____ I am responsible for all cleanup throughout and at completion of the installation. If I fail to properly clean the area following completion of the installation, the Association may perform all necessary clean-up and bill the cost back to my account and collect the costs in the same manner as common expense assessments.

_____ I am responsible for any and all damage caused to any Common Elements and/or the property of another as a result of the installation, maintenance, repair, removal, replacement and/or use of the electric vehicle charging station, whether the damage is caused directly or indirectly. The Association may bill the cost of repairing any damage to the property for which the Association is responsible, back to my account and collect the costs in the same manner as common expense assessments.

_____ I am responsible for all maintenance, repair and replacement of the electric vehicle charging station, including restoration of the area after removal of the electric vehicle charging station.

_____ I am responsible for disclosing to prospective buyers the existence of the electric vehicle charging station and the related responsibilities under the Association's Rules and Regulations.

_____ I agree that only those vehicle(s) listed above or which have otherwise been reported to the Association, in writing, will be permitted use of the installation.

_____ I understand any violation of local ordinances, other governmental regulations, or any Association Governing Documents may result in the removal or alteration of the installation at my expense.

_____ I understand that I am solely responsible for all installation costs and that nothing in the approval of this Modification Application constitutes a warranty by the Association that the installation will be properly installed in safe working order.

_____ I am the lawful Unit Owner/Resident of the Unit to which the Assigned Parking Space is attached.

The undersigned acknowledges that if any work has commenced prior to the approval of the Association and/or work is performed that does not conform to the Association's Master Deed, By-Laws, Rules and Regulations, this Modification Application and/or other Modification Guidelines, the undersigned will be liable for all costs necessary to bring the work into compliance or to restore the Common Elements back to its original condition. Any approval of this Modification Application does not relieve the Applicant and Unit Owner, if different, from any obligations under the Association's Master Deed, By-Laws, Rules and Regulations, and/or Modification Guidelines.

Date: _____ Signed: _____
(print name below)

Date: _____ Signed: _____
(print name below)

Date: _____ Signed: _____
(print name below)

**RESULTS OF THE MODIFICATION APPLICATION
FOR OFFICE USE ONLY**

Thank you for submitting a Modification Application. The Association, through its Board of Directors, has reviewed your attached request and Plans and has determined the following:

- Approved.
- Approved as noted. The document submitted is conditionally approved subject to the conditions outlined below. You do not need to submit a revised application incorporating the conditions.
- Approved as noted. The document submitted is conditionally approved subject to the conditions outlined below. You do need to submit a revised application incorporating the conditions.
- Not approved. The reasons for denial and/or the information necessary before the Modification Application can be resubmitted is outlined below.

Explanation and/or Conditions: _____

This approval does not relieve the Applicant and Unit Owner, if different, from any obligations pursuant to the Modification Application, the Association’s Master Deed, By-Laws, Rules and Regulations, and/or Modification Guidelines.

**TRENDMAKER HOMES NORTH CONDOMINIUM
ASSOCIATION, INC.**

Date: _____ By: _____
(print name & title below)

Board Members’ Initials: _____

(Please Note: You have fourteen (14) days from the date noted above to provide the Association with a valid certificate of insurance showing policy number, deductible and amounts of coverage for said insurance.)

Exhibit B
TRENDMAKER HOMES NORTH CONDOMINIUM ASSOCIATION, INC.
MODIFICATION AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____, by and between Trendmaker Homes North Condominium Association, Inc. (the “Association”), located in the Township of Franklin, County of Somerset, and State of New Jersey, and _____ (collectively, the “Owner(s)”), residing at _____.

WHEREAS, the Association is a non-profit corporation duly organized under the laws of the State of New Jersey, with authority to regulate modifications to the Common Elements; and

WHEREAS, the Unit Owner(s) are the sole titled owners of the Unit commonly known as _____ (address of the Unit), which Unit was conveyed to the Unit Owner(s) by deed recorded in the Somerset County Register’s Office on _____ (date of recording), in Deed Book _____, Page _____; and

WHEREAS, parking space number _____ has been assigned to the Unit for the exclusive use of the Unit Owner(s)/Resident(s) residing therein; and

WHEREAS, the Unit Owner(s) desires to modify the aforesaid assigned parking space as described in the Plans attached hereto and incorporated herein (the “Modifications”), and have agreed to undertake for themselves, their successors and assigns, the responsibility for installing, maintaining, repairing, replacing, and/or removing the Modifications; and

WHEREAS, the Unit Owner(s) agree to hold the Association and all other owners and residents harmless as to any damage or any injury to any person or thing related to the Modifications and/or the installation, modification, maintenance, use or removal of the Modifications; and

NOW, THEREFORE, the Association and the Unit Owner(s) agree as follows:

1. The Association hereby grants permission to the Unit Owner(s) to install the Modifications so long as the Modifications are installed, maintained, and removed in accordance with the Plans and all other conditions imposed by the Board, the Architectural Review Committee and/or the Association.
2. The Unit Owner(s) hereby agree to install, maintain, and remove the Modifications in accordance with the Plans and all other conditions imposed by the Board, the Architectural Review Committee and/or the Association.
3. Prior to installation, the Unit Owner(s) shall provide the Board, the Architectural Review Committee and/or the Association with copies of all necessary federal, state and municipal permits and approvals, and the name, address, license number, and insurance information of the electrician retained to install the Modifications.
4. Prior to installation, the Owner(s) shall provide the Board, the Architectural Review Committee and/or the Association with a valid certificate of insurance showing policy number, deductible and amounts of coverage for said insurance. The insurance certificate shall provide that the policy of insurance cannot be canceled without ninety (90) days prior written notice thereof to the Association. The insurance certificate shall waive the carrier’s right of subrogation as to the Association. **THE ASSOCIATION AND ITS MANAGING AGENT SHALL BE NAMED AS ADDITIONAL INSUREDS UNDER SUCH POLICIES.**

5. At all times while the electric vehicle charging station is in place, the Unit Owner(s) shall maintain a policy of insurance to cover potential claims and losses related to the electric vehicle charging station, which policy shall be for at least \$100,000.00 and under which the Association shall be named as an additional insured with the right to receive a notice of cancellation.
6. The Modifications shall be approved by and inspected by the appropriate municipal officials, to the extent required by municipal ordinance.
7. On completion, the Modifications shall be subject to inspection by the Board, the Architectural Review Committee and/or the Association and must be approved by the Board, the Architectural Review Committee and/or the Association as conforming with the Plans and all other conditions imposed by the Board, the Architectural Review Committee and the Association. If not approved, the Unit Owner(s) shall promptly correct the Modifications to the Board's, the Architectural Review Committee's and the Association's satisfaction.
8. Notwithstanding anything to the contrary, the Unit Owner(s) and their successors and assigns shall have the perpetual obligation and responsibility to maintain, repair, replace, and remove the Modifications and restore any property affected by the Modifications. The Modifications shall be used and maintained in accordance with the Association's Governing Documents, Rules and Regulations, and this Agreement.
9. The Unit Owner(s) and their successors and assigns covenant and agree to pay for all electricity usage.
10. The Unit Owner(s) and their successors and assigns covenant and agree to take full responsibility for any and all damage caused to any Common Elements and/or the property of another as a result of the installation, maintenance, repair, removal, replacement and/or use of the Modifications, whether the damage is caused directly or indirectly. The Unit Owner(s) and their successors and assigns covenant and agree that the Association may bill the cost of repairing any damage to property for which the Association is responsible, back to the Unit Owner's account and collect the costs in the same manner as common expense assessments
11. The Unit Owner(s) and their successors and assigns covenant and agree not to alter, change, remove, or replace the Modifications without the Board's, the Architectural Review Committee's and/or the Association's express prior written consent, it being understood the covenants and/or restrictions contained in the Association's Governing Documents and herein are binding.
12. The Unit Owner(s), for themselves and their successors and assigns, hereby agree to hold the Board, the Architectural Review Committee, the Association and all Unit Owners and/or Residents harmless with respect to any claim, damage or any injury to any person or thing related to the Modifications and/or the installation, modification, maintenance, use or removal of the Modifications.
13. The Unit Owner(s), for themselves, their successors and assigns covenant and agree to comply with all federal, state and municipal statutes, ordinances and regulations pertaining to the installation, maintenance, repair, and replacement of the Modifications, to pay all necessary fees and obtain all necessary permits, and to hold the Board, the Architectural Review Committee and the Association harmless for any failure to do so.
14. The Board's, the Architectural Review Committee's and/or the Association's approval of the Modifications or any Plans for the Modifications shall not be construed as a warranty or insurance as to the design, construction, safety, or performance of the Modifications or their workmanship or materials.
15. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

16. This document constitutes the entire agreement between the parties with respect to the subject hereof. The terms and conditions of this Agreement may not be altered, amended, or deviated by the Unit Owner(s) without the prior written consent of the Board, the Architectural Review Committee and/or the Association.

TO HAVE AND TO HOLD unto the Association, the Unit Owner(s), and their successors and assigns, subject, however, to those rights of the Association contained herein and in the Association's Governing Documents.

IN WITNESS WHEREOF, the Association and the Unit Owner(s) have executed this Agreement on the date shown above.

**TRENDMAKER HOMES NORTH
CONDOMINIUM ASSOCIATION, INC.**

By: _____
(print name below) _____, President

By: _____
(print name below) _____, Owner

By: _____
(print name below) _____, Owner

I certify that on _____, 20____, _____ (print) personally came before me and acknowledged under oath, to my satisfaction that he/she signed the within document as President of Trendmaker Homes North Condominium Association, Inc, and that this Agreement was signed and made by the Association as its voluntary act and deed by virtue of authority from its Board of Directors.

, Notary

I certify that on _____, 20____, _____ and _____ (print) personally came before me and acknowledged under oath, to my satisfaction that he/she/they is/are the person(s) named in this Agreement, and that he/she/they did personally sign this Agreement and deliver same as his/her/their voluntary acts and deeds.

, Notary

**RECORD AND RETURN TO:
TRENDMAKER HOMES NORTH CONDOMINIUM ASSOCIATION, INC.**

