

AB 3085-316  
Rec'd 4-20-79

**MASTER DEED**

THIS MASTER DEED, made this 19th day of April, 1979 by Clearbrook, Inc., a New Jersey corporation, having offices at P.O. Box 148, Cranbury, New Jersey (hereinafter referred to as "Grantor").

WHEREAS, Grantor is the owner of the fee simple title to those lands and premises described in Exhibit "A" attached hereto and made a part hereof, which lands and premises are hereinafter referred to as the "Condominium"; and

WHEREAS, Sponsor is constructing 61 buildings, containing from one to four dwelling units aggregating 126 dwelling units; and

WHEREAS, it is the present intention of the Grantor to develop the Condominium as a condominium pursuant to the provisions of the R.S. 46:8B-1 to 30 (the Condominium Act) under the name of Clearbrook Lancaster Village, a Condominium, Section No. 10 and to that end to cause this Master Deed to be executed and recorded, together with all necessary exhibits thereto.

**THEREFORE, WITNESSETH:**

1. Grantor does hereby submit, declare and establish Clearbrook Lancaster Village, a Condominium, Section No. 10, in accordance with R.S. 46:8B-1 to 30 for that parcel of land described in Exhibit "A" aforesaid, all as shown on that certain map entitled "Clearbrook Lancaster Village Condominium, Section 10 Survey and Easements" situated in Monroe Township, Middlesex County, New Jersey prepared by Lynch, Carmody and Dombrowski, Consulting Engineers — Land Surveyors — Planners, Terrace Professional Building, 582 Plaza Terrace East, Brick Town, New Jersey, on May 1, 1978, and attached hereto as Exhibit "B" and made a part hereof.

2. The Condominium will contain sixty-one (61) buildings containing 126 units as shown on that certain plot, entitled "Clearbrook Lancaster Village Condominium Section 10 Building Location Plan" situated in Monroe Township, Middlesex County, New Jersey prepared by Lynch, Carmody and Dombrowski, Consulting Engineers — Land Surveyors — Planners, Terrace Professional Building, 582 Plaza Terrace East, Brick Town, New Jersey on May 1, 1978, and attached hereto as Exhibit "C" and made a part thereof, which includes all rights, roads, water, privileges and appurtenances thereto belonging to or appertaining. The single level units of said buildings will enclose either one, two, three or four dwelling units, each such unit being designated by a letter and by the number of the building of which each such unit is a part. A garage, either attached or detached, is also included as part of each unit.

3. The dimensions, area and location of the units for the Condominium and appurtenant garage, if any, are as shown graphically on Exhibit "C" aforesaid, as same may be amended from time to time as herein provided. The plans for each of the model types are as shown on the tri-dimensional drawings attached hereto as

Exhibit "D", consisting of ten pages and made a part hereof. Each unit or garage is intended to contain all space within the area bounded by the interior surfaces of the exterior walls, the first floor, second floor where applicable and the roof of the building as follows:

**BOTTOM:** The bottom of the unit or garage is an imaginary horizontal plane through the lowest point of the interior surface of the lowest subfloor and extending in every direction to the point where it closes with the interior finished and unpainted surfaces of the four walls of the building.

**TOP:** The top of the first floor or second floor of the unit or garage is along and coincident with an imaginary plane along the underside surfaces of the rafters forming the ceiling of the unit or garage.

**SIDES:** The sides of each unit or garage are as graphically shown on Exhibit "C", according to the type of unit or garage described. They are imaginary vertical planes along and coincident with the interior finished and unpainted surfaces of the walls and they extend upward and downward so as to close the area within the building bounded by the bottom and top of the unit or garage.

Each unit also includes all appliances, fixtures, windows, interior partitions and other improvements located within or appurtenant to the unit described which are exclusive to such unit, although all or part thereof may not be located within the unit, and shall include but not be limited to the following individual appurtenances:

(a) Complete heating system and any air conditioning system (including compressors) which may be installed.

(b) So much of the plumbing system as extends from the walls or floors into the interior air space.

(c) All utility meters not owned by the public utility or agency supplying service.

(d) All electrical wires which extend from the ceilings, walls or floors into the interior air space, and all fixtures, switches, outlets and circuit breakers.

4. All appurtenances and facilities and other items which are not part of the units or individual appurtenances as hereinbefore described in paragraph 3 shall comprise the common elements as graphically shown on Exhibit "B" aforesaid. The common elements shall also include by way of description but not by way of limitation:

(a) All lands described in Exhibit "A" aforesaid, whether or not occupied by buildings containing above-described units.

(b) All streets, curbs, sidewalks, parking areas subject to the easements and provisions set forth in Paragraph 6 of this Master Deed.

(c) Lawn areas, shrubbery, conduits, utility lines and waterways, subject to the easements and provisions set forth in Paragraph 6 hereof.

(d) The electrical and telephone wiring network throughout the Condominium not owned by the public utilities providing such services.

(e) Public connections for gas, electricity, light, telephone and water not owned by the public utility or other agencies providing such services.

(f) The foundations, main walls (including doors and chimneys therein), roofs, floors, balconies and patios.

(g) Exterior lighting and other facilities necessary to the upkeep and safety of the buildings and grounds.

(h) Any easement or other right hereafter granted for the benefit of the unit owner(s) for access to or use of recreational or other common elements not included within the lands which are part of the Condominium.

(i) All other elements of the Condominium rationally of common use or necessary to the existence, upkeep and safety thereof.

5. The owners of a unit shall have such an estate therein as may be acquired by grant, by purchase or by operation of law, including an estate in fee simple, and shall acquire as an appurtenance to each unit, an undivided interest in the common elements of the Condominium as set forth in Exhibit "G" attached hereto and made a part hereof, subject to any amendments as herein provided. The said appurtenant undivided interest in the common elements shall not be divisible from the unit to which it appertains. Said percentage shall be used to allocate the division of proceeds, if any, resulting from any casualty loss; any eminent domain proceedings, any common surplus or from any other disposition of the Condominium property.

Said percentage is expressed as a finite number to avoid an interminable series of digits. The third decimal has been adjusted to that value which is most nearly correct. These percentages shall remain fixed.

Anything to the contrary notwithstanding, voting rights of unit owners and their proportional liability for common expenses shall not be based upon the foregoing percentage but instead, upon that fraction, the numerator of which is one (1) and the denominator of which is one hundred twenty-six (126).

#### 6. Easements

(a) Grantor, for itself, its successors and assigns, hereby declares that every unit owner shall have a perpetual non-exclusive easement in, upon, through and over, the land described in Exhibit "B" aforesaid, to keep,

maintain, use, operate, repair and replace his unit and garage, if any, in its original position and in every subsequent position to which it changes by reason of the gradual forces of nature and the elements.

(b) Grantor hereby reserves unto itself, its successors and assigns an easement in, upon, through and over the common elements for as long as the said Grantor, its successors and assigns, shall be engaged in the construction, development, and sales of units, which easement shall be for the purpose of construction, installation, maintenance and repair of existing buildings and appurtenances thereto, for ingress and egress to all units, all common elements, and other community facilities and for the use of all roadways, parking lots, existing and future model units for sales promotion and exhibition. In addition, Grantor hereby reserves the irrevocable right to enter into, upon, over or under any unit for a period of one (1) year after the date of delivery of the unit deed for such purposes as may be reasonably necessary for the Grantor or its agents to complete the Condominium or service any unit thereof.

(c) Grantor, for itself, its successors and assigns, hereby declares that every unit owner shall have a perpetual and non-exclusive easement in, upon, over, across and through the common elements for ingress and egress to his unit.

(d) Grantor, for itself, its successors and assigns, hereby declares that every unit owner shall have a perpetual, exclusive easement for possession and use of those Common Elements such as porches, patios, stoops, doorsteps, and that portion of the lawn area contiguous to the unit in which is designated "Exclusive Lawn Easements", if any, on Exhibit "B" aforesaid.

(e) Grantor, for itself, its successors and assigns, further declares that every unit owner shall have a perpetual and exclusive easement to use and enjoy the surfaces of the main walls, (including doors and chimneys therein), ceilings and floors, but not the roof, contained within his unit or garage.

(f) Grantor reserves unto itself, its successors, assigns and agents, an easement in, upon, through and over the lands comprising the common elements for the purpose of installation, maintenance, repair and replacement of all sewer, water, power and telephone, pipes, lines, mains, conduits, waters, poles, transformers and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility systems serving the Condominium.

(g) Grantor, for itself, its successors and assigns, hereby declares that every unit owner shall have a perpetual easement for the continuance of any encroachment by his unit or garage or any adjoining unit or garage or on any common element, now existing as a result of construction of the buildings or which may come into existence hereafter as a result of the reconstruction of the buildings or a unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the buildings stand.

(h) Grantor, for itself, its successors and assigns, hereby declares that the Township of Monroe, Middlesex County, New Jersey, (but not the public in general) shall have a perpetual non-exclusive easement to enter upon all roadways, streams, lakes, parking areas, driveways, walkways and sidewalks, for purposes of maintaining the safety, health, welfare, police and fire protection of the citizens of said Township, including the residents of the Condominium.

**7. By-Laws and Administration.**  
The administration of the common elements of the Condominium and the community and recreational facilities shall be by the Clearbrook Lancaster Village Condominium Association No. 10 (hereinafter the "Association") and the Clearbrook Community Association in accordance with the provisions of the Condominium Act, this Master Deed, the By-Laws attached hereto as Exhibit "E" and Exhibit "F", respectively, and made a part hereof, any other documents, amendments or supplements to the foregoing which may subsequently be required by an institutional mortgage lender, or by any governmental agency having regulatory jurisdiction over the Condominium, or by any title insurance company selected by Grantor to insure title to any unit(s). In order to effectuate the above, if required as aforesaid, Grantor hereby reserves for itself, its successors and assigns, for a period of five (5) years from the date hereof, the right to execute on behalf of all contract purchasers, unit owners, mortgagees, other lien holders or parties claiming a legal or equitable interest in the Condominium, any such agreements, documents, amendments or supplements which may be so required.

By acceptance of a deed to any unit or by the acceptance of any other legal or equitable interest in the Condominium, each and every contract purchaser, unit owner or occupant, or holder of any mortgage or other liens, does automatically and irrevocably name, constitute, appoint and confirm Grantor, its successors and assigns, as attorney-in-fact for the purpose of executing such amended Master Deed(s), or other instrument(s) necessary to effect the foregoing. The power of attorney aforesaid is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all Condominium units and be binding upon the successors and assigns of any of the foregoing parties. Further, said power of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to said power. Except as herein provided this Master Deed may not be modified or amended without the acquiescence of all unit owners. All amendments or modifications shall be evidenced by an Amendment to the Master Deed which Amendment shall be recorded in the Middlesex County Clerk's Office.

**8. Restrictions.**

This Master Deed is subject to all covenants, restrictions and easements of record. It is further subject to the zoning ordinance of Monroe Township which restricts permanent occupancy to persons who are 48 years of age or over.

### 9. *Obligations of Grantor*

The Grantor covenants and agrees that for so long as it owns one or more of the Condominium units, the Grantor shall be subject to the provisions of this Master Deed and of all exhibits attached hereto; and the Grantor covenants to take no action that will adversely affect the rights of the other owners of units and their successors in interest, as their interest may appear.

### 10. *No Partition*

Subject to the provisions of the Master Deed, By-Laws of the Association, and the Condominium Act, the common elements shall remain undivided and no unit owner(s) shall bring any action of partition or division thereof. In addition, the undivided percentage interest in the common elements shall not be separated from the unit to which it appertains and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

### 11. *Compliance by Owners*

Each unit owner or occupant shall comply with the provisions of this Master Deed, the By-Laws and the rules and regulations of both the Association and the Clearbrook Community Association or their representatives, and with any other documents, amendments or supplements to the foregoing which subsequently may be required by any governmental authority, as same may be lawfully amended from time to time. Failure to comply with any such provisions, rules or regulations shall be grounds for injunctive relief by the Grantor, the Association and any other unit owner.

### 12. *Restrictions Against Short Term Leases*

No unit shall be rented by the owners thereof for transient or hotel purposes, which shall be defined as: "(a) rental for any period less than thirty (30) days; or (b) any rental if the occupants of the unit are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service." Other than the foregoing obligations, the unit owners shall have the absolute right to lease same provided the said lease is made subject to the covenants and restrictions contained in this Master Deed, the By-Laws of both the Condominium Association and the Community Association, and other documents referred to herein, including the right of amendment reserved to Grantor herein and the minimum age requirements of the occupants.

### 13. *Damage, Destruction or Condemnation*

If any building improvement or common element or any part thereof is damaged, or destroyed by fire, casualty or eminent domain, the repair, restoration or ultimate disposition shall be as provided in R.S. 46:8B-24 and 25, respectively.

14. Insurance

The Association shall obtain and continue in effect blanket property insurance in form and amount satisfactory to mortgagees holding first mortgages on the individual units but without prejudice to the right of the owners of any such unit to obtain individual unit insurance. In addition, the Condominium shall obtain and continue such other amounts of blanket property insurance as may be required by the provisions of its By-Laws. Premiums for any such blanket insurance coverage shall be a common expense to be included in the monthly assessment for common expenses and such premium charges shall be held in a separate escrow account of the Association to be used solely for the payment of said premiums as same become due.

15. Exhibits attached hereto and made a part hereof are the following:

1. Exhibit A — Metes and bounds description of Condominium consisting of 2 pages.
2. Exhibit B — Map known as "Clearbrook Lancaster Village Condominium Section 10 Survey and Easements" situated in Monroe Township, Middlesex County, New Jersey.
3. Exhibit C — Plat known as "Clearbrook Lancaster Village Condominium Section 10 Building Location Plan" situated in Monroe Township, Middlesex County, New Jersey.
4. Exhibit D — Tri-Dimensional Drawings of the seven model types.
5. Exhibit E — By-Laws of Clearbrook Lancaster Village Condominium Association No. 10, consisting of 14 pages.
6. Exhibit F — By-Laws of Clearbrook Community Association, dated October 24, 1972, consisting of 14 pages.
7. Exhibit G — Schedule of initial sales price and percentage of interest in common elements.

## EXHIBIT A

CLEARBROOK LANCASTER VILLAGE, A CONDOMINIUM,  
SECTION NO. 10

## DESCRIPTION OF PROPERTY

The following is a description of property situated in Monroe Township Middlesex County, New Jersey, said property being known and designated as Section 10 of the "Subdivision of Clearbrook". Also known as Block 26, Lots 76, 77, and 78 as shown on the Monroe Township Tax Map.

BEGINNING at a point, said point being the southeasterly corner of Lot 70, Block 26 (Clearbrook Drive), being part of Section 8 of the "Subdivision of Clearbrook", said beginning point also being the terminus of the 3rd (third) course of the description of said Section 8 and from said beginning point running

1. Northwesterly along the northeasterly line of said Lot 70, Block 26 (Clearbrook Drive) along a curve to the left having a radius of 775.50 feet, an arc length of 835.42 feet, a chord bearing of N. 30° 51' 41" W., and a chord length of 795.61 feet to a point; thence

2. N. 28° 16' 37" E., 36.40 feet to a point; thence

3. N. 19° 03' 48" E., 90.00 feet to a point; thence

4. N. 11° 40' 14" W., 124.71 feet to a point; thence

5. N. 78° 19' 46" E., 10.00 feet to a point; thence

6. N. 11° 40' 14" W., 154.50 feet to a point; thence

7. N. 78° 19' 46" E., 56.39 feet to a point; thence

8. N. 07° 00' 00" E., 102.99 feet to a point; thence

9. N. 11° 54' 54" W., 212.19 feet to a point; thence

10. Along a portion of the southerly line of Lot 4 of Block 26, N. 78° 05' 06" E., 30.90 feet to a point; thence

11. Along the southerly line of Lot 3A of Block 26, N. 74° 25' 03" E., 248.60 feet to a point; thence

12. Along the southerly line of Lot 5 of Block 26 and also along a portion of Lot 6D, N. 78° 20' 52" E., 185.33 feet to a point; thence

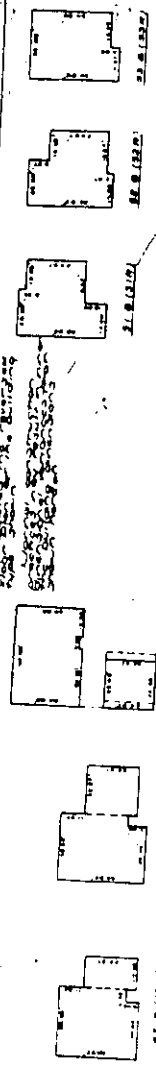
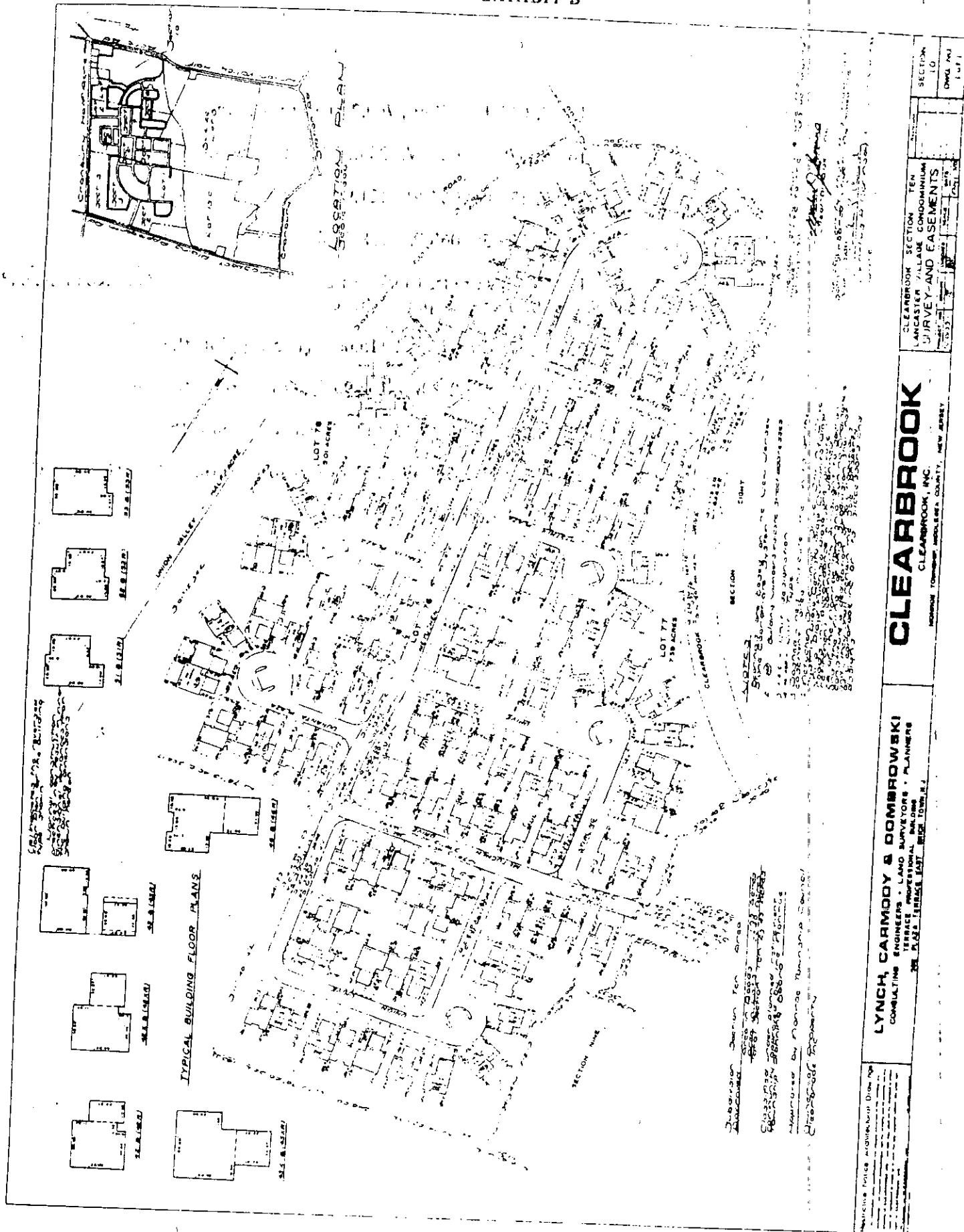
13. Along the westerly line of Lot 79, Block 26, S. 11° 40' 14" E., 441.79 feet to a point; thence

14. Along the southerly line of Lot 79 of Block 26, N. 78° 19' 46" E., 362.17 feet to a point; thence the following four (4) courses along the widened westerly line of Union Valley-Half Acre Road, distant westerly 50 feet from the centerline thereof (measured at right angles)



15. S. 01° 12' 54" E., 740.23 feet to a point; thence
16. S. 07° 30' 06" W., 255.34 feet to a point; thence
17. S. 17° 03' 06" W., 121.94 feet to a point; thence
18. S. 25° 55' 06" W., 128.78 feet to a point; thence
19. At right angles to aforesaid Union Valley-Half Acre Road, N. 64° 04' 54" W., 15.00 feet to a point; thence
20. S. 57° 28' 01" W., 115.00 feet to a point; thence
21. S. 76° 22' 08" W., 107.90 feet to a point; thence
22. N. 69° 37' 52" W., 147.54 feet to a point; thence
23. N. 24° 02' 52" W., 117.18 feet to the point of BEGINNING.

Contains 23.49 Acres.



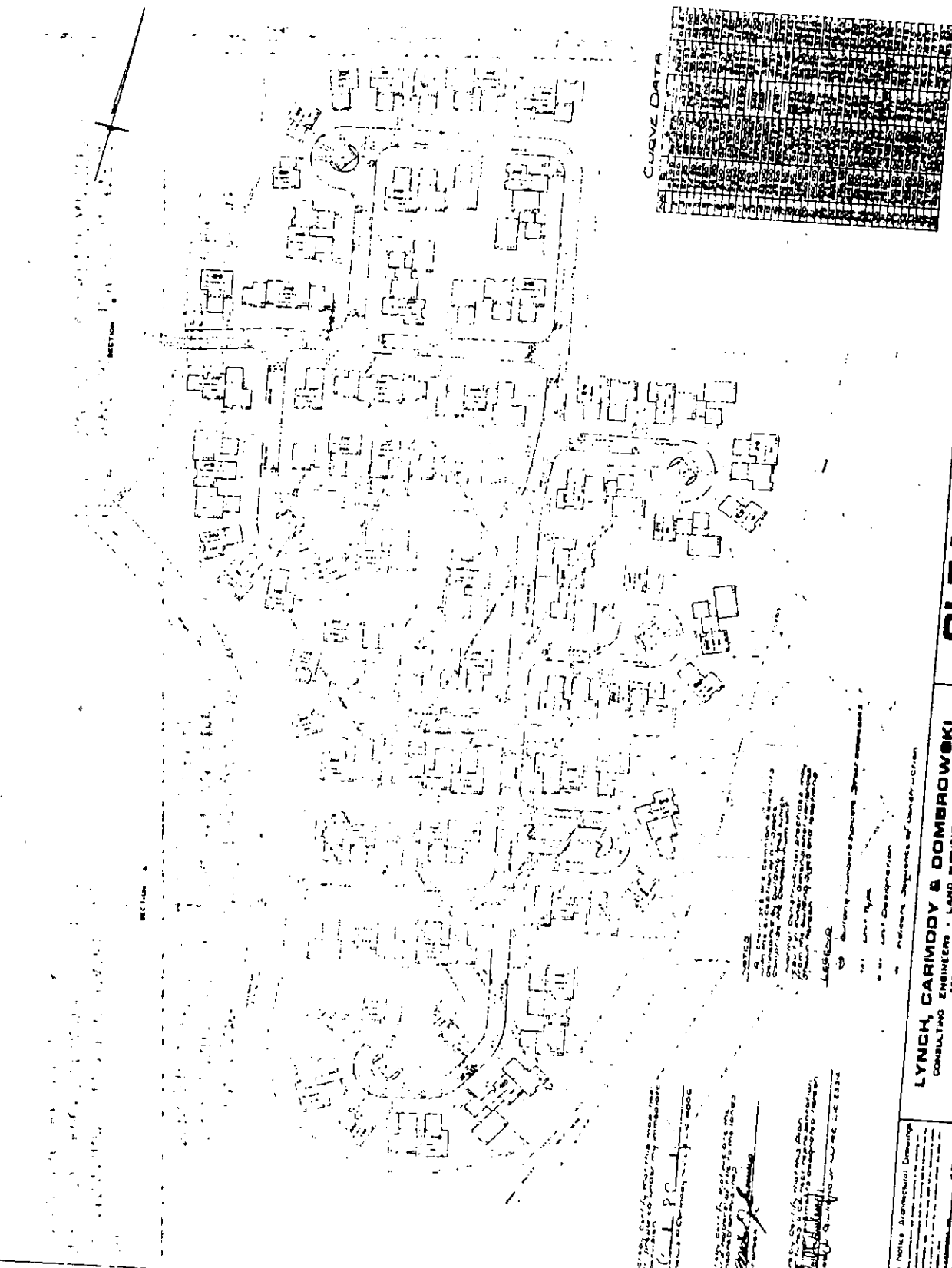
Subdivision Design for Section Ten  
 as shown on the attached  
 Clearbrook Section Ten  
 Survey and Easements  
 prepared by Planning Department  
 of Lancaster Township

**LYNCH, CARMODY & DOMBROWSKI**  
 CONSULTING ENGINEERS, LAND SURVEYORS & PLANNERS  
 28 LAKE TERRACE EAST BRIDGE TOWN, N.J.

**CLEARBROOK**  
 CLEARBROOK, INC.  
 INCORPORATED IN NEW JERSEY  
 HADDON TOWNSHIP, HADDON COUNTY, NEW JERSEY

SECTION	10
DATE	10/1/77
CLEARBROOK SECTION TEN LANCASTER VILLAGE CONDOMINIUM SURVEY AND EASEMENTS	

EXHIBIT C



CURVE DATA

Station	Curve Length	Radius	Delta	Chord	Chord Bearing
1+00.00	100.00	100.00	90.00	141.42	S 45.00° E
2+00.00	100.00	100.00	90.00	141.42	S 45.00° E
3+00.00	100.00	100.00	90.00	141.42	S 45.00° E
4+00.00	100.00	100.00	90.00	141.42	S 45.00° E
5+00.00	100.00	100.00	90.00	141.42	S 45.00° E
6+00.00	100.00	100.00	90.00	141.42	S 45.00° E
7+00.00	100.00	100.00	90.00	141.42	S 45.00° E
8+00.00	100.00	100.00	90.00	141.42	S 45.00° E
9+00.00	100.00	100.00	90.00	141.42	S 45.00° E
10+00.00	100.00	100.00	90.00	141.42	S 45.00° E

PROPERTY NO.	100
DATE	10/7/75
SECTION	10
DRAWING NO.	1001

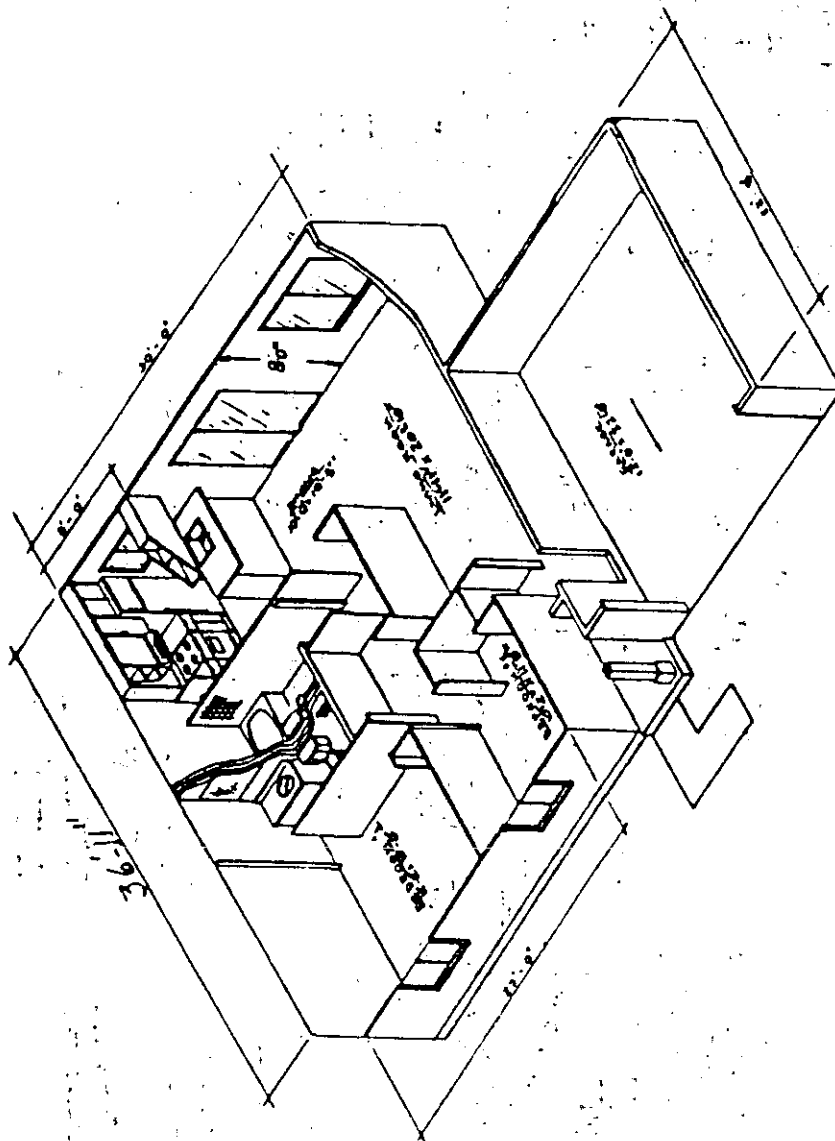
**CLEARBROOK**  
 CLEARBROOK, INC.  
 1000 W. BROADWAY, WOODBRIDGE, N.J. 07095

**LYNCH, CARMODY & DOMBROWSKI**  
 CONSULTING ENGINEERS, LAND SURVEYORS & PLANNERS  
 100 EAST STREET EAST, NEW BRUNSWICK, N.J. 08901

- NOTES
1. See site plan for building footprints.
  2. See site plan for parking areas.
  3. See site plan for landscaping.
  4. See site plan for site details.

APPROVED: \_\_\_\_\_  
 DATE: \_\_\_\_\_

EXHIBIT D-1



Each Unit generally consists of all space within the area of the dwelling unit and garage bounded by the interior, unfinished and unpainted surfaces of the exterior walls, the first floor and ceiling of the building, as more particularly described in the Master Deed.

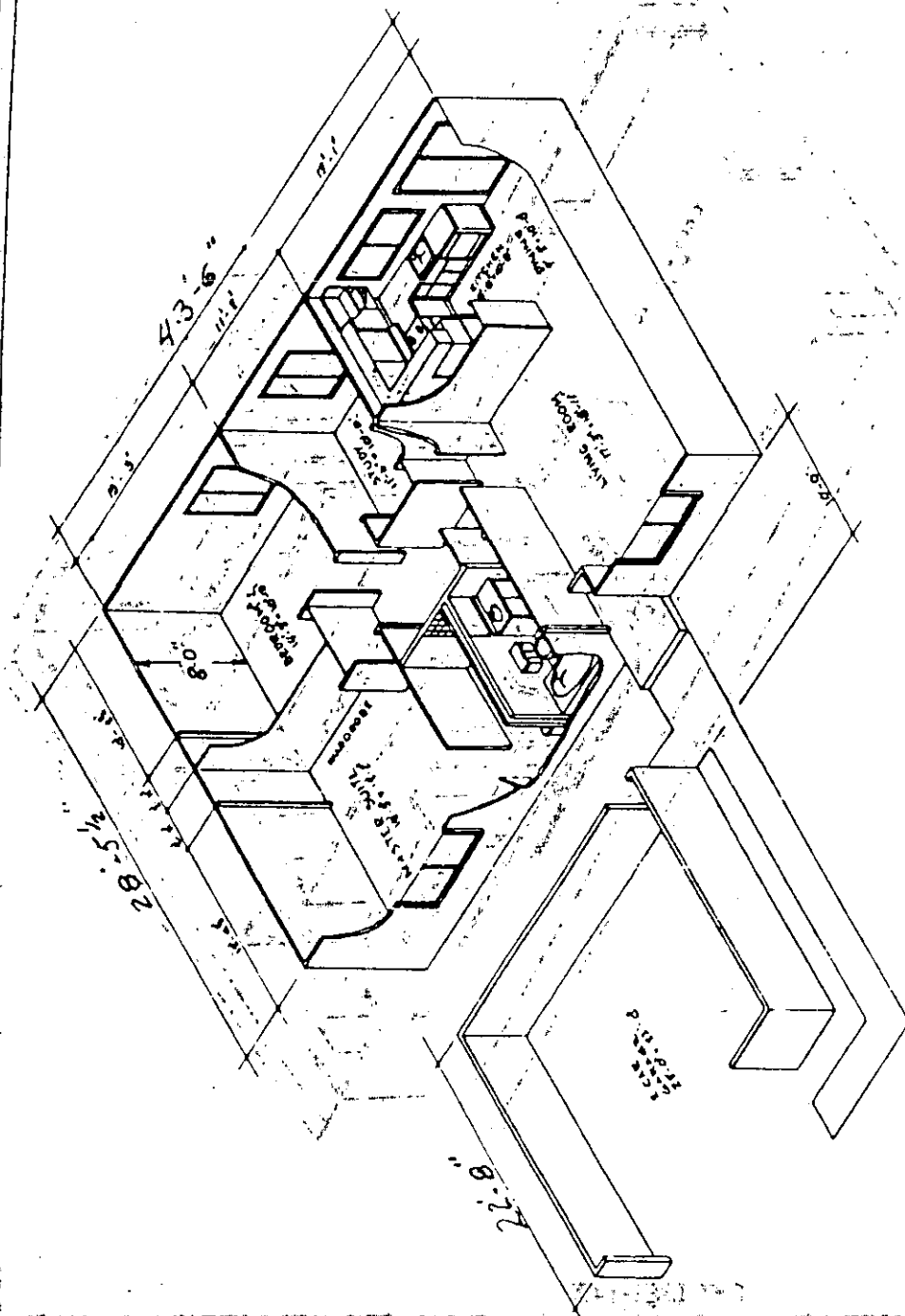
NOTE  
 ROOM SIZES SHOWN ARE APPROXIMATE ONLY.  
 NORMAL CONSTRUCTION PRACTICES MAY RESULT  
 IN MINOR DIMENSIONAL VARIATIONS

THREE-DIMENSIONAL VIEW OF TYPICAL  
 TWO-BEDROOM, TIMBERLINE APARTMENT

UNIT: TIMBERLINE-42 &  
 TIMBERLINE-42X

R-Reversed Floor Plan

EXHIBIT D-2



Each Unit generally consists of all space within the area of the dwelling unit and garage bounded by the interior, unfinished and unpainted surfaces of the exterior walls, the first floor and ceiling of the building, as more particularly described in the Master Deed.

NOTE:

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THREE-DIMENSIONAL VIEW OF TYPICAL THREE-BEDROOM, BRAEBURNE APARTMENT

UNIT: BRAEBURNE-43

Each Unit generally consists of all space within the area of the dwelling unit and garage bounded by the interior, unfinished and unpainted surfaces of the exterior walls, the first floor and ceiling of the building, as more particularly described in the Master Deed.

NOTE:  
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 NORMAL CONSTRUCTION PRACTICES MAY RESULT IN MINOR DIMENSIONAL VARIATIONS.

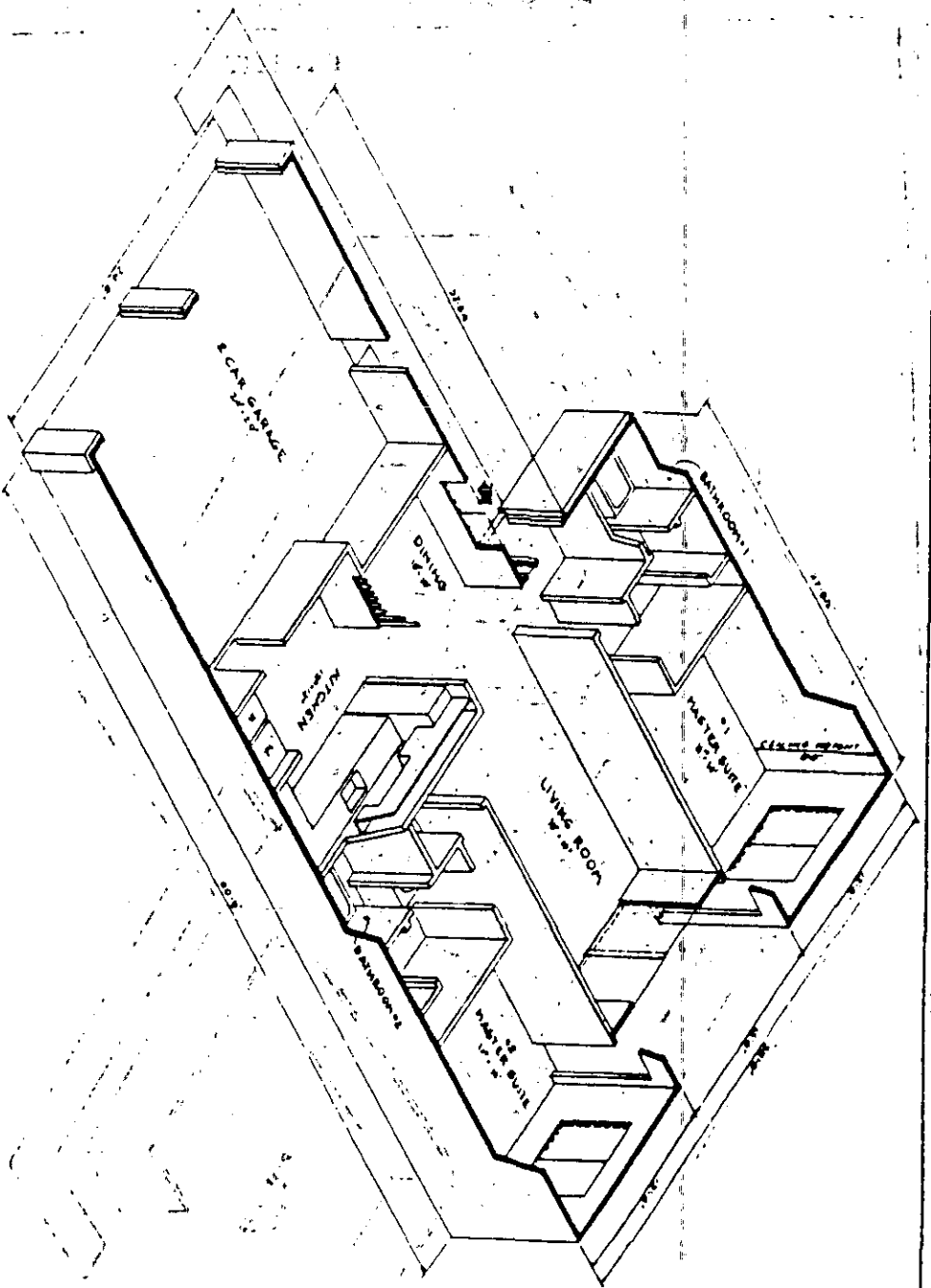
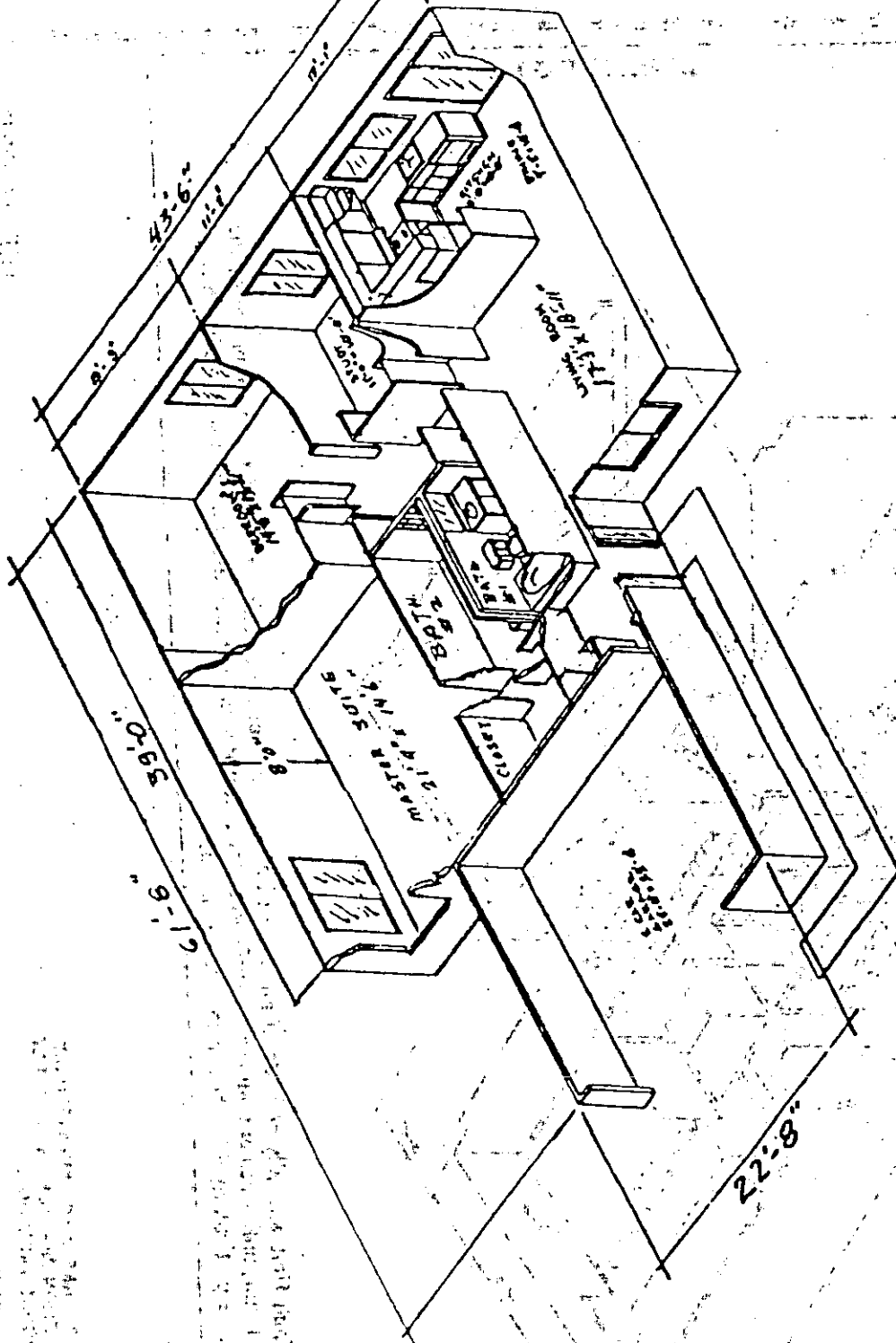


EXHIBIT D-3

R-Reversed Floor Plan

THREE-DIMENSIONAL VIEW OF TYPICAL  
 TWO-BEDROOM, TIMBERLINE APARTMENT  
 UNIT: MASTER LODGE II-46X

EXHIBIT D-4



Each Unit generally consists of all space within the area of the dwelling unit and garage bounded by the interior, unfinished and unpainted surfaces of the exterior walls, the first floor and ceiling of the building, as more particularly described in the Master Deed.

NOTE:

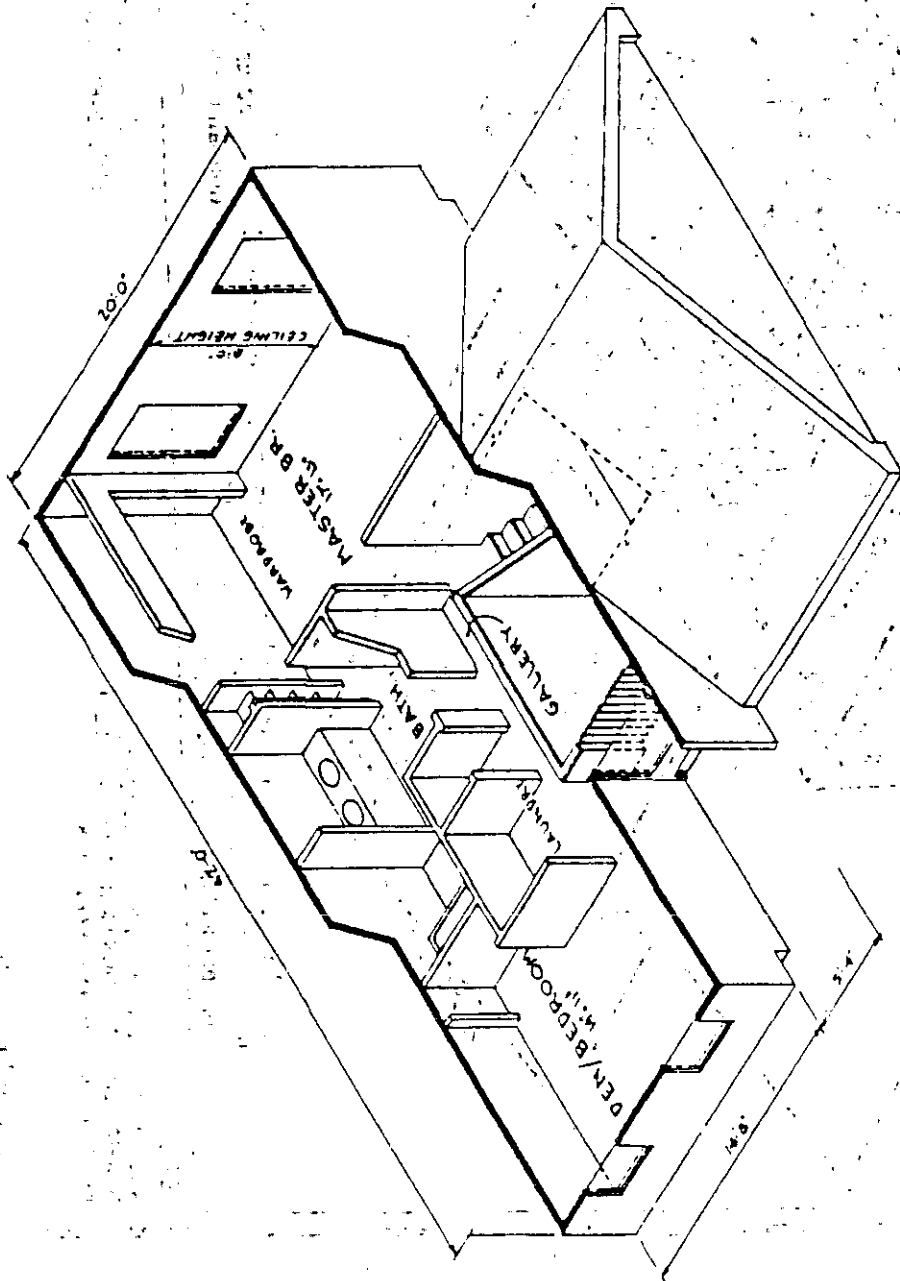
ROOM SIZES SHOWN ARE APPROXIMATE ONLY.  
 NORMAL CONSTRUCTION PRACTICES MAY RESULT  
 IN MINOR DIMENSIONAL VARIATIONS.

THREE-DIMENSIONAL VIEW OF TYPICAL  
 THREE-BEDROOM, EXCELSIOR APARTMENT

R = Reversed Floor Plan

UNIT: EXCELSIOR-43X

EXHIBIT D-5 (A)



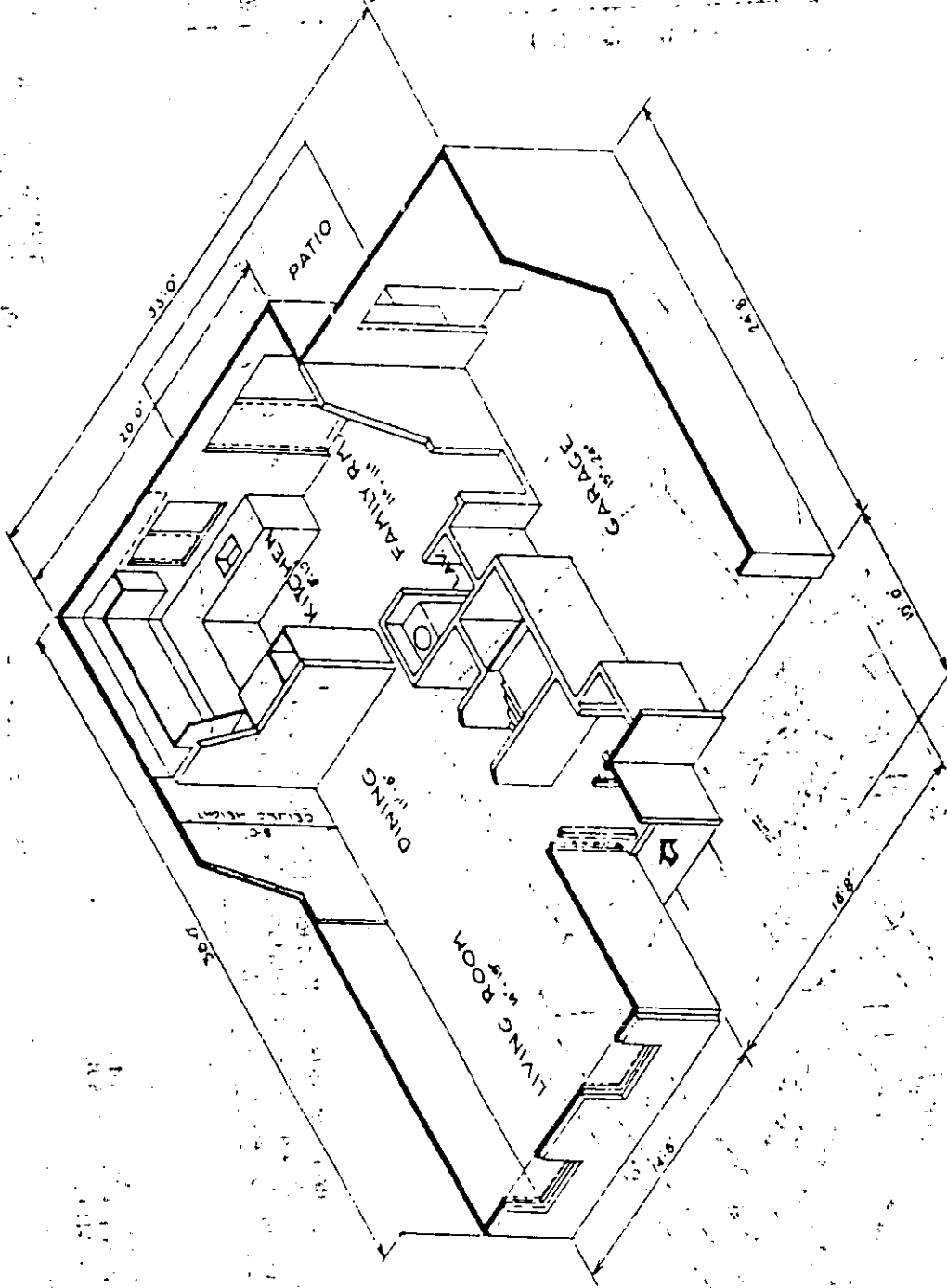
Each Unit generally consists of all space within the area of the dwelling unit and garage-bounded by the interior, unfinished and unpainted surfaces of the exterior walls, the first floor and ceiling of the building, as more particularly described in the Master Deed.

NOTE:  
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THE OXFORD  
UNIT: 51 SECOND FLOOR



EXHIBIT D-5 (B)



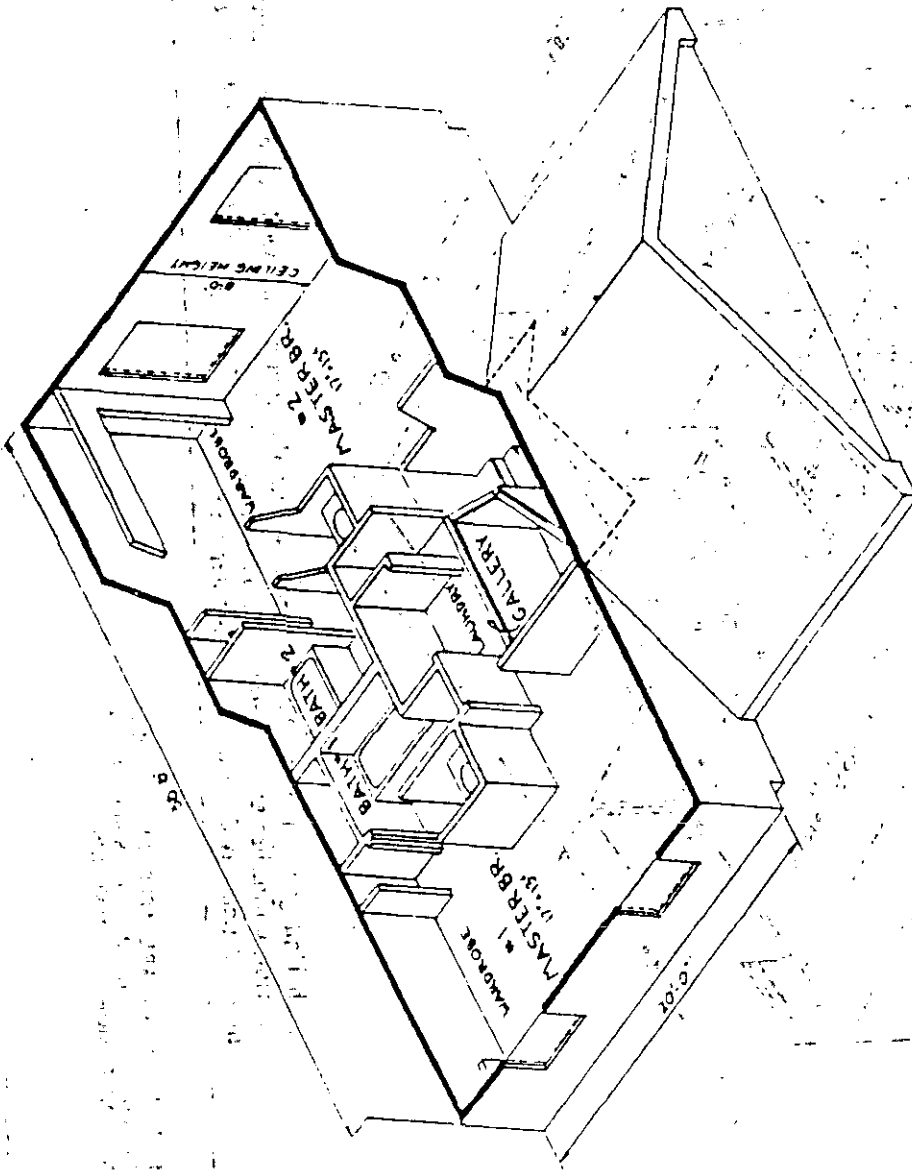
Each Unit generally consists of all space within the area of the dwelling unit and garage bounded by the interior, unfinished and unpainted surfaces of the exterior walls, the first floor and ceiling of the building, as more particularly described in the Master Deed.

NOTE:

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THE OXFORD  
UNIT 51 FIRST FLOOR

EXHIBIT D-6 (A)

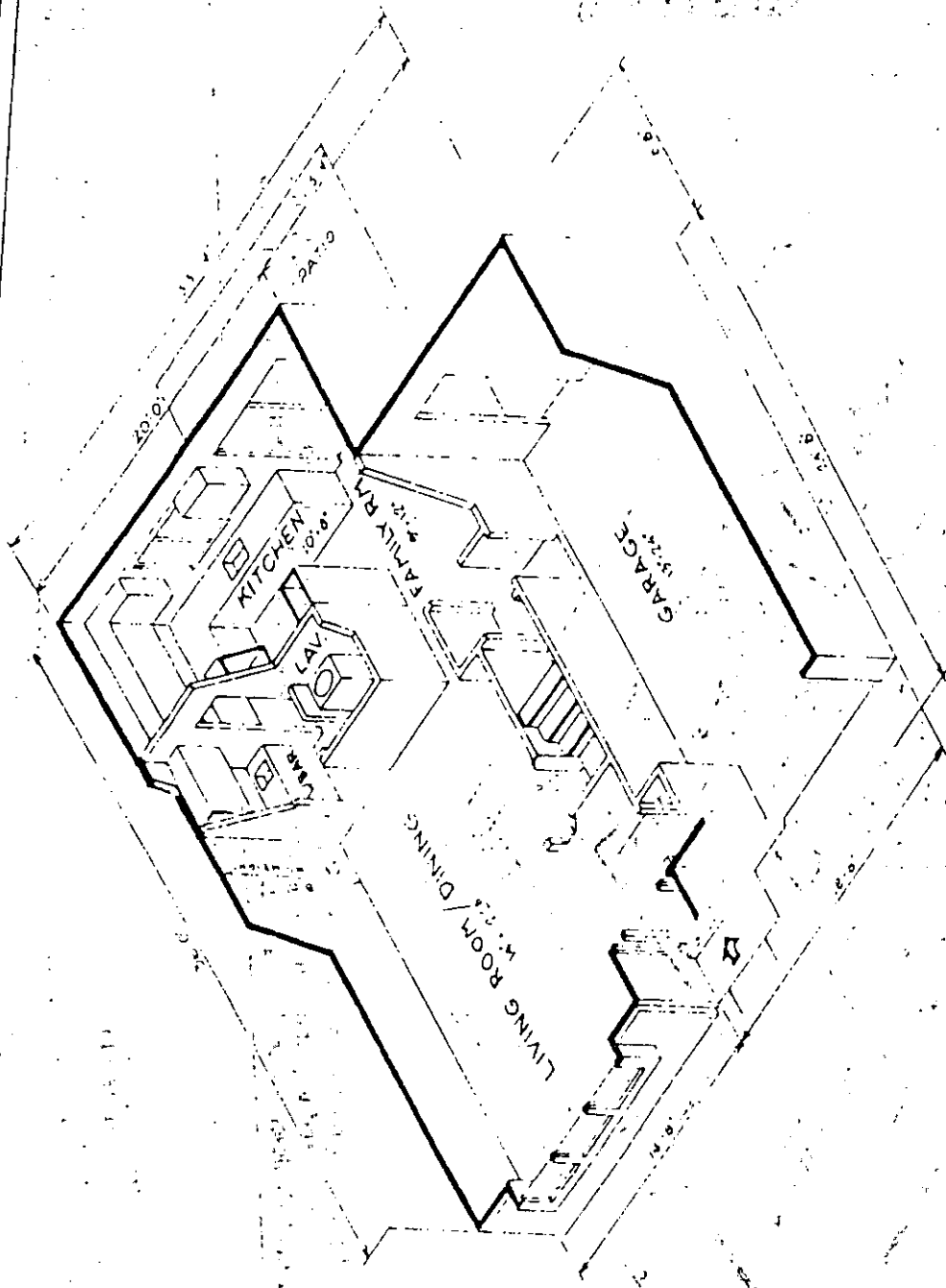


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THE WINDSOR  
UNIT: 52 SECOND FLOOR

EXHIBIT D-6 (B)



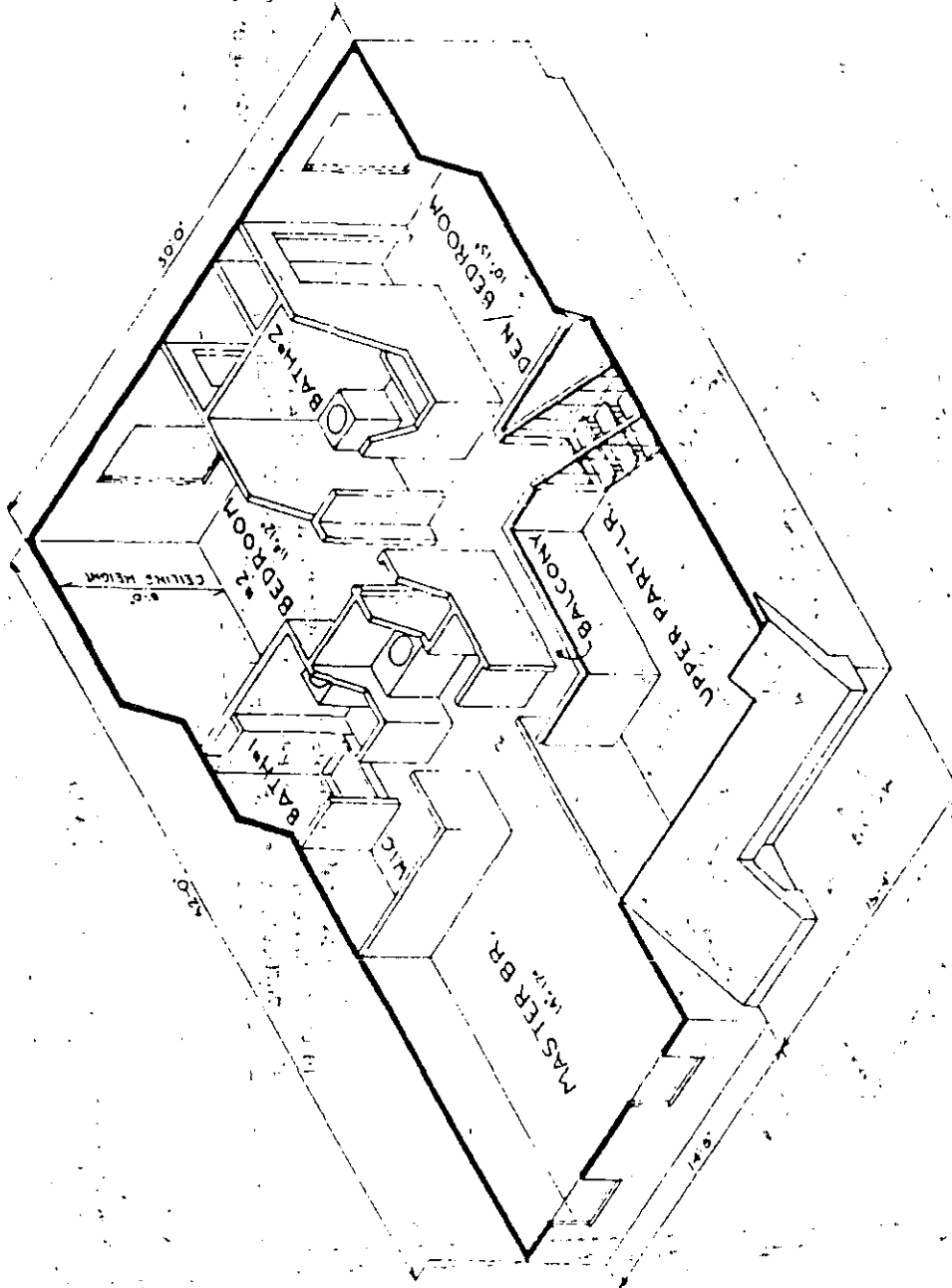
Each Unit generally consists of all space within the area of the dwelling unit and garage bounded by the interior, unfinished and unpainted surfaces of the exterior walls, the first floor and ceiling of the building, as more particularly described in the Master Deed.

NOTE

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THE WINDSOR  
UNIT: 52 FIRST FLOOR

EXHIBIT D-7 (A)



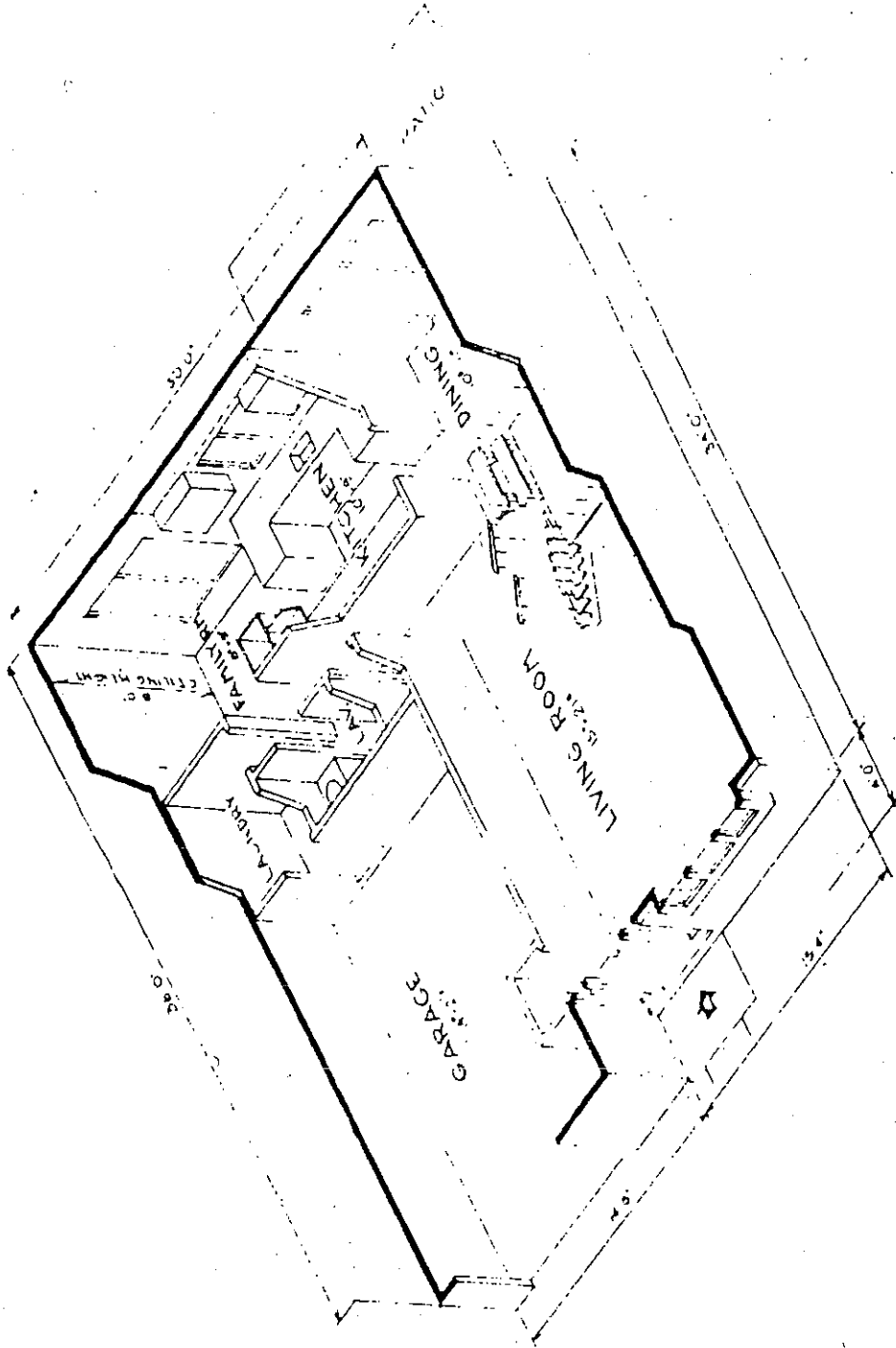
Each Unit generally consists of all space within the area of the dwelling unit and garage bounded by the interior, unfinished and unpainted surfaces of the exterior walls, the first floor and ceiling of the building, as more particularly described in the Master Deed.

NOTE

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THE RUTLEDGE  
UNIT: 53 SECOND FLOOR

EXHIBIT D-7 (B)



Each Unit generally consists of all space within the area of the dwelling unit and garage bounded by the interior, unfinished and unpainted surfaces of the exterior walls, the first floor and ceiling of the building, as more particularly described in the Master Deed.

NOTE:  
ROOM SIZES SHOWN ARE APPROXIMATE ONLY  
NORMAL CONSTRUCTION PRACTICES MAY RESULT  
IN MINOR DIMENSIONAL VARIATIONS.

THE RUTLEDGE  
UNIT: 53 FIRST FLOOR

PLATE 1

Fig. 1. A. B. C. D. E. F. G. H. I. J. K. L. M. N. O. P. Q. R. S. T. U. V. W. X. Y. Z. AA. AB. AC. AD. AE. AF. AG. AH. AI. AJ. AK. AL. AM. AN. AO. AP. AQ. AR. AS. AT. AU. AV. AW. AX. AY. AZ. BA. BB. BC. BD. BE. BF. BG. BH. BI. BJ. BK. BL. BM. BN. BO. BP. BQ. BR. BS. BT. BU. BV. BW. BX. BY. BZ. CA. CB. CC. CD. CE. CF. CG. CH. CI. CJ. CK. CL. CM. CN. CO. CP. CQ. CR. CS. CT. CU. CV. CW. CX. CY. CZ. DA. DB. DC. DD. DE. DF. DG. DH. DI. DJ. DK. DL. DM. DN. DO. DP. DQ. DR. DS. DT. DU. DV. DW. DX. DY. DZ. EA. EB. EC. ED. EE. EF. EG. EH. EI. EJ. EK. EL. EM. EN. EO. EP. EQ. ER. ES. ET. EU. EV. EW. EX. EY. EZ. FA. FB. FC. FD. FE. FF. FG. FH. FI. FJ. FK. FL. FM. FN. FO. FP. FQ. FR. FS. FT. FU. FV. FW. FX. FY. FZ. GA. GB. GC. GD. GE. GF. GG. GH. GI. GJ. GK. GL. GM. GN. GO. GP. GQ. GR. GS. GT. GU. GV. GW. GX. GY. GZ. HA. HB. HC. HD. HE. HF. HG. HH. HI. HJ. HK. HL. HM. HN. HO. HP. HQ. HR. HS. HT. HU. HV. HW. HX. HY. HZ. IA. IB. IC. ID. IE. IF. IG. IH. II. IJ. IK. IL. IM. IN. IO. IP. IQ. IR. IS. IT. IU. IV. IW. IX. IY. IZ. JA. JB. JC. JD. JE. JF. JG. JH. JI. JJ. JK. JL. JM. JN. JO. JP. JQ. JR. JS. JT. JU. JV. JW. JX. JY. JZ. KA. KB. KC. KD. KE. KF. KG. KH. KI. KJ. KK. KL. KM. KN. KO. KP. KQ. KR. KS. KT. KU. KV. KW. KX. KY. KZ. LA. LB. LC. LD. LE. LF. LG. LH. LI. LJ. LK. LL. LM. LN. LO. LP. LQ. LR. LS. LT. LU. LV. LW. LX. LY. LZ. MA. MB. MC. MD. ME. MF. MG. MH. MI. MJ. MK. ML. MM. MN. MO. MP. MQ. MR. MS. MT. MU. MV. MW. MX. MY. MZ. NA. NB. NC. ND. NE. NF. NG. NH. NI. NJ. NK. NL. NM. NN. NO. NP. NQ. NR. NS. NT. NU. NV. NW. NX. NY. NZ. OA. OB. OC. OD. OE. OF. OG. OH. OI. OJ. OK. OL. OM. ON. OO. OP. OQ. OR. OS. OT. OU. OV. OW. OX. OY. OZ. PA. PB. PC. PD. PE. PF. PG. PH. PI. PJ. PK. PL. PM. PN. PO. PP. PQ. PR. PS. PT. PU. PV. PW. PX. PY. PZ. QA. QB. QC. QD. QE. QF. QG. QH. QI. QJ. QK. QL. QM. QN. QO. QP. QQ. QR. QS. QT. QU. QV. QW. QX. QY. QZ. RA. RB. RC. RD. RE. RF. RG. RH. RI. RJ. RK. RL. RM. RN. RO. RP. RQ. RR. RS. RT. RU. RV. RW. RX. RY. RZ. SA. SB. SC. SD. SE. SF. SG. SH. SI. SJ. SK. SL. SM. SN. SO. SP. SQ. SR. SS. ST. SU. SV. SW. SX. SY. SZ. TA. TB. TC. TD. TE. TF. TG. TH. TI. TJ. TK. TL. TM. TN. TO. TP. TQ. TR. TS. TT. TU. TV. TW. TX. TY. TZ. UA. UB. UC. UD. UE. UF. UG. UH. UI. UJ. UK. UL. UM. UN. UO. UP. UQ. UR. US. UT. UY. UZ. VA. VB. VC. VD. VE. VF. VG. VH. VI. VJ. VK. VL. VM. VN. VO. VP. VQ. VR. VS. VT. VU. VV. VW. VX. VY. VZ. WA. WB. WC. WD. WE. WF. WG. WH. WI. WJ. WK. WL. WM. WN. WO. WP. WQ. WR. WS. WT. WU. WV. WW. WX. WY. WZ. XA. XB. XC. XD. XE. XF. XG. XH. XI. XJ. XK. XL. XM. XN. XO. XP. XQ. XR. XS. XT. XU. XV. XW. XX. XY. XZ. YA. YB. YC. YD. YE. YF. YG. YH. YI. YJ. YK. YL. YM. YN. YO. YP. YQ. YR. YS. YT. YU. YV. YW. YX. YY. YZ. ZA. ZB. ZC. ZD. ZE. ZF. ZG. ZH. ZI. ZJ. ZK. ZL. ZM. ZN. ZO. ZP. ZQ. ZR. ZS. ZT. ZU. ZV. ZW. ZX. ZY. ZZ.

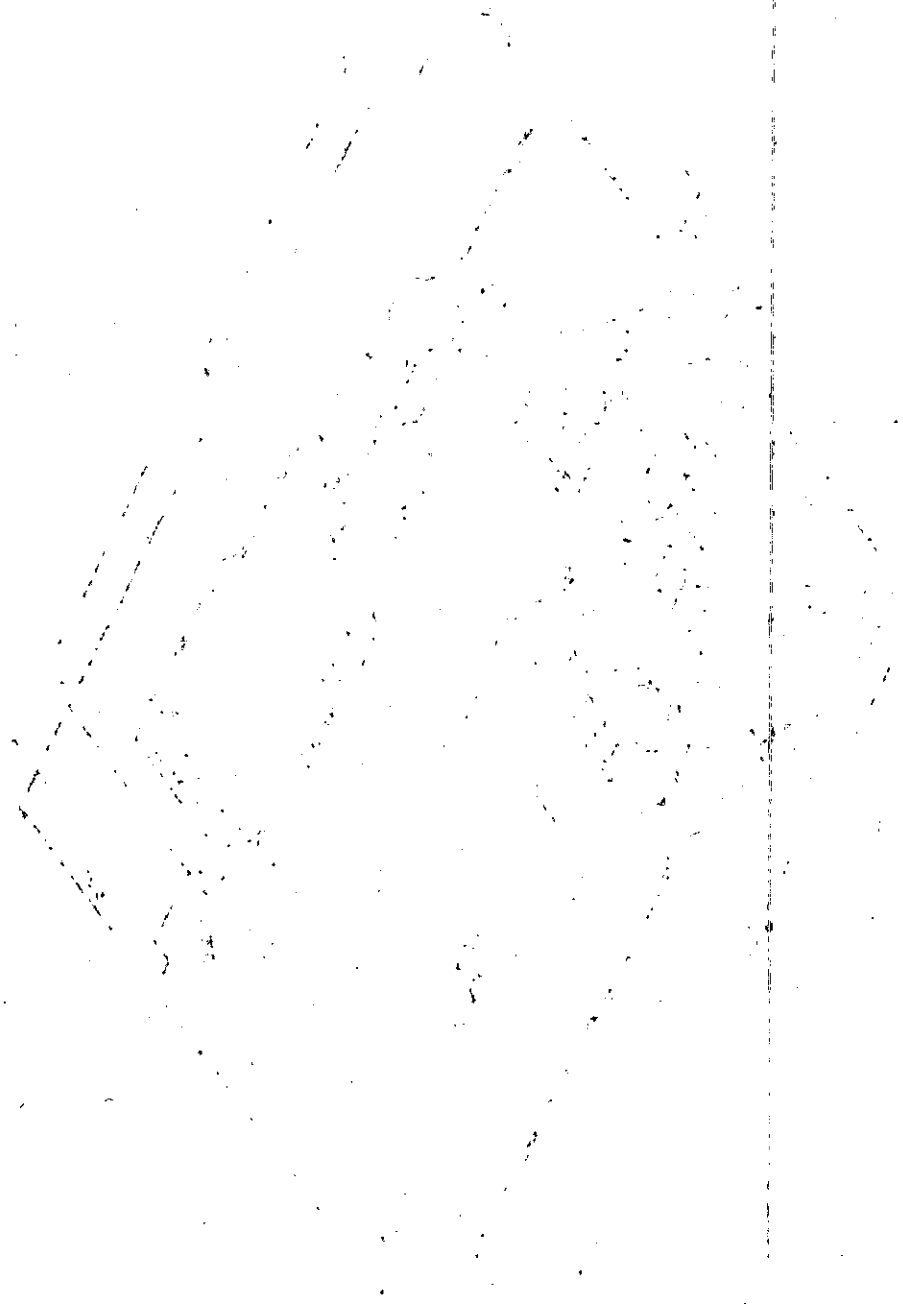


PLATE 2

**EXHIBIT E**  
**BY-LAWS**  
**OF**  
**CLEARBROOK LANCASTER VILLAGE**  
**CONDOMINIUM ASSOCIATION NO. 10**

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**EXHIBIT E**

**BY-LAWS**

**OF**

**CLEARBROOK LANCASTER VILLAGE  
CONDOMINIUM ASSOCIATION NO. 10**

**ARTICLE I - NATURE OF BY-LAWS**

SECTION 1. These By-Laws are intended to govern the administration of Clearbrook Lancaster Village Condominium Association No. 10 hereinafter referred to as "Condominium Association" a non-profit membership corporation organized under Title 15 of the Revised Statutes of New Jersey, together with the management and administration of the common elements of Clearbrook Lancaster Village, a Condominium, Section No. 10, which has been established by a Master Deed to which these By-Laws are appended as Exhibit "E". Unless the context clearly indicates otherwise, all definitions set forth in R.S. 46:8B-3 are incorporated herein by reference.

**ARTICLE II - MEETING OF UNIT OWNERS**

SECTION 1. *Place of Meeting.* All meetings of the members of the Condominium Association shall be held on the second Wednesday in May in each year, except that such first, annual or special meeting shall not be held until the second Wednesday of May of the year following that year in which ninety-five (95) of the condominium units ("Units") built or to be built at Clearbrook Lancaster Village, a Condominium, Section No. 10 have been conveyed to individual owners, ("Unit Owners") but in no event after Feb. 28, 1981. If the election of directors shall not be held on the day designated herein for any annual meeting or at any adjournment of such meeting, the Board of Directors shall cause the election to be held at a special meeting as soon thereafter as conveniently may be. At such special meeting the members may elect the directors and transact other business with the same force and effect as at an annual meeting duly called and held.

SECTION 2. *Special meetings.* After the first annual or special meeting, special meetings of members may be called by the president whenever he deems such a meeting advisable, and shall be called by the secretary when so ordered by the Board of Directors or upon the written request of members entitled to not less than twenty-five percent (25%) of all votes entitled to be cast at such a meeting. Such request shall state the purpose or purposes of such meeting and the matter proposed to be acted on thereat. The secretary shall give notice stating the purpose or purposes of the meeting to all members entitled to vote at such meeting. No special meeting need be called upon the request of members entitled to cast less than fifty percent (50%) of all votes entitled to be cast at such meeting to consider any matter which is substantially the same as a matter voted upon at any meeting of members held during the preceding twelve months.

SECTION 3. *Notice of Meeting.* Except as otherwise provided by law, notice of each meeting of members, whether annual or special, shall be given not less than ten (10) days, nor more than ninety (90) days before the day on which the meeting is to be held, to the representative of each Unit Owner at the address of his unit, by delivering a written or printed notice thereof to him personally, or by mailing such notice, postage prepaid.



**(ARTICLE II, SECTION 3, continued)**

Except where expressly required by law, no publication of any notice of a meeting of members shall be required. Every such notice shall state the time and place of the meeting and shall state briefly the purposes thereof. Notice of any meeting of members shall not be required to be given to any members who shall attend such meeting in person. Notice of any adjourned meeting of the members shall not be required to be given, except when expressly required by law.

**SECTION 4. Quorum.** At such meeting of the members twenty-five percent (25%) of Unit Owners, present in person <sup>1</sup> or by written proxy shall constitute a quorum for the transaction of business except where otherwise provided by law. In the absence of a quorum, the Unit Owners present in person and entitled to vote, by majority vote, may adjourn the meeting from time to time, until a quorum shall be present or represented. At any such adjourned meeting at which a quorum may be present any business may be transacted which might have been transacted at the meeting originally called.

**SECTION 5. Organization.** At each meeting of the Condominium Association, the president, or, in his absence, the vice president, or in the absence of both of them, a chairman chosen by a majority vote of the Unit Owners present in person and entitled to vote thereat, shall act as chairman, and the secretary, or in his absence, a person whom the chairman shall appoint, shall act as the secretary of the meeting.

**SECTION 6. Voting.** Except as otherwise required by law, or specifically required by the Master Deed:

(a) The owner(s) of each Unit, built or to be built shall have one vote per Unit, as set forth in the Master Deed, and

(b) A quorum being present, a majority of all those voting in person <sup>2</sup> or by written proxy shall be sufficient on those matters which are to be voted on by the Unit Owners.

The election of directors shall be by ballot. Unless demanded by a member present in person at such meeting and entitled to vote thereat or determined by the chairman of the meeting to be advisable, the vote on any other question need not be by ballot.

**SECTION 7. Judges.** If at any meeting of the members a vote by ballot shall be taken on any question, the chairman of such meeting shall appoint two judges to act thereat with respect to such vote. Each judge so appointed shall first subscribe an oath faithfully to execute the duties of a judge at such meeting with strict impartiality and according to the best of his ability. Such judges shall decide upon the qualifications of voters and shall report the number and value of shares represented at the meeting and entitled to vote on such question, shall conduct and accept the votes, and when the voting is completed, shall ascertain and report the number of shares voted respectively for and against the question. Reports of judges shall be in writing and subscribed and delivered by them to the secretary of the meeting. The judges need not be members of the Condominium Association, and any officer of the Condominium Association may be a judge on any question other than a vote for or against his election to any position with the Condominium Association or on any other question in which he may directly be interested.

<sup>1</sup> Amendment adopted 7/1/86, Recorded book 3537, pages 080 to 083

<sup>2</sup> Amendment adopted 7/1/86, Recorded book 3537, pages 080 to 083  
Superseded 6/26/91, Book 4033, page 066

### ARTICLE III - BOARD OF DIRECTORS

SECTION 1. *General Powers.* The Property, affairs and business of the Condominium Association shall be managed by the Board of Directors, which shall have all those powers granted to it by law and by the Articles of Incorporation of the Condominium Association. In addition, it shall have the following powers herein granted or necessarily implied which it shall exercise in its sole discretion.

(a) Employ, by contract or otherwise, a manager or an independent contractor, to oversee, supervise and follow out the responsibilities of the Board of Directors. Said manager or said independent contractor shall be compensated upon such term or terms as the Board deems necessary and proper; and

(b) Employ any person, firm or corporation to repair, maintain and renovate all common elements, to seed, sod, plant, transplant, prune, fertilize, water, cut, destroy, pull plants up or out, spray substances, put pesticides or other chemical or biological agents in, under or above the water or grounds, grass, trees, streams, waterways, and the right to dam or alter the flow thereof on the Condominium lands; build, erect, repair, maintain, and renovate recreation facilities; build, erect, repair, maintain and renovate roads, walks or paths; lay pipes, culverts, bury utilities; put up lights or poles, erect signs and traffic and safety controls of various sorts; and

(c) Employ professional counsel and to obtain advice from persons, firms or corporations such as but not limited to, landscape architects, recreation experts, architects, planners, biologists, lawyers, accountants; and

(d) Employ or contract for water and sewer and supply and resell or lease the same; electricity, gas, or other forms of utilities; snow plowing or removal; painting, building, repairing, renovating, remodeling; and

(e) Employ or seek the advice and guidance of an Advisory Board which shall be organized in accordance with the terms hereof; and

(f) Employ all managerial personnel or enter into a managerial contract for the efficient discharge of the duties of the Board hereunder. Those employees who handle or are responsible for the handling of moneys shall be bonded by a fidelity bond.

(g) Investigate, hire, pay, supervise, and discharge the personnel necessary to be employed in order to properly maintain and operate the Condominium. Compensation for services of such employees (as evidenced by certified payroll) shall be considered an operating expense of the Condominium.

(h) Coordinate the plans of Unit Owners and occupants of Condominium Units for moving their personal effects into the Condominium or out of it, with a view toward scheduling such movements so that there shall be a minimum of inconvenience to other Unit Owners or occupants.

(i) Maintain businesslike relations with Unit Owners or occupants whose service requests shall be received, considered and recorded in systematic fashion, in order to show the action taken with respect to each. As part of a continuing program, secure full performance of such Unit Owners or occupants of all such items and maintenance for which they are responsible.

**(ARTICLE III, SECTION 1, (i), continued)**

<sup>3</sup>Regulate the rental of units so as to insure that the concept of the community is maintained and community rules and regulations are observed.

(j) Cause the common elements of the Condominium to be maintained according to accepted standards, including but not limited to, interior and exterior cleaning, painting and decorating, plumbing, steam cleaning, carpentry, and such other normal maintenance and repair work as may be necessary.

(k) Take such action as may be necessary to comply promptly with any and all orders or requirements affecting Clearbrook Lancaster Village, a Condominium, Section No. 10 placed hereon by any federal, state, county or municipal authority having jurisdiction thereover and by order of the Board of Fire Underwriters or other similar bodies.

(l) Arrange for maintenance of roads, walkways and parking areas.

(m) Arrange for the removal of refuse from all buildings and common areas.

(n) Arrange for security protection as necessary.

(o) Place and keep in force all of the following insurance coverages:

<sup>4</sup>(1) Broad form insurance against loss by fire, lightning, windstorm, vandalism, malicious mischief and other risks normally included in extended coverage, insuring all structural portions of the Condominium property, together with all central utility and other service machinery contained therein, and all buildings, fixtures, equipment and personal property owned by the Association, in an amount determined by the Board. All such policies shall provide that in the event of loss or damage, the proceeds of such policies shall be payable to the Board, or its designee, on behalf of all owners and mortgagees of units, to be applied to repair or reconstruction as provided in N.J.S.A. 46:8B-24 and amendment or replacement thereof.

(2) Public liability, insuring the Association and its members against liability for any negligent act of commission or omission attributable to the Association, or any of its members, and which occurs on or in any of the common elements or the community or recreational facilities of the Association.

(3) Such other insurance as the Board may determine to protect the interests of the Association and its employees and members.

All policies of physical damage insurance shall contain waiver of (i) subrogation, (ii) any reduction or pro rata liability of the insurer as a result of any insurance carried by unit owners, (iii) any defense based on invalidity arising from any act of the insured or any unit owners, and shall provide that such policies may not be canceled or substantially modified without at least ten days' prior written notice to all of the insureds, including all mortgagees of units.

<sup>3</sup> Amendment adopted 5/13/92, Recorded book 4033, page 159

<sup>4</sup> Amendment adopted 7/1/86, Recorded book 3537, pages 080 to 083

**(ARTICLE III, SECTION 1, (o), (3), continued)**

*Members shall not be prohibited from carrying insurance for their own benefit, provided however that all such policies contain waiver of subrogation, and further provided that the liability of the carriers of the insurance obtained by the Board shall not be affected or diminished by reason of any insurance carried by any member.*

(p) Borrow and repay moneys giving notes, mortgages or other security upon such term or terms as it deems necessary; and

(q) Invest and reinvest moneys, sue and be sued; collect interest, dividends, capital gains, exercise rights, pay taxes; make and enter into contracts; insure, enter into leases or concessions and to pass good and marketable title without the necessity of any third party seeing to the application of the funds; make and execute any and all proper affidavits for various purposes, including, but not limited to, title to real estate, compromise any action without leave of court; insure its own liability for claims against it or for damage to the Condominium Association, including moral claims; and all other powers contained herein, and those necessary and incidental thereto; and

(r) The powers granted to the Board herein to borrow money on a real estate mortgage, pass title to real estate, or purchase real estate shall only be exercised by a Board controlled by unit owners with the assent of seventy-five (75%) per cent of members.

(s) Subject to law, to irrevocably delegate any or all of its powers, duties and responsibilities to the Clearbrook Community Association, its successors or assigns.

(t) The powers herein granted or necessarily implied shall be construed to favor the broadest discretion of the Board of Directors; except that the Board of Directors shall have the duty to exercise all of such powers as required by law and by subparagraphs (i), (j), (k), (l) and (o) of this Section 1 of Article III, and shall be governed by the following with respect to its fiscal duties and responsibilities:

(1) *Common Receipts.* The Board shall have the duty to collect "common expenses" assessed against each Unit Owner, his, her or their heirs, administrators, successors, and assigns, a proportionate part of the common expense of the Condominium as provided in the Master Deed and in accordance with applicable law. The Board shall have the power to estimate the cost in advance on an annual basis and to give notice thereof to the Unit Owners in the manner herein provided and the same shall be a lien against each Unit.

(2) *Notice.* The Board shall give notice to each Unit Owner in writing of the amount estimated by the Board, of common expenses for the management of the Condominium Association for the ensuing period, directed to the member at its last address known to the Board by ordinary mail. The said notice shall be conclusively presumed to have been delivered five (5) days after deposit in the United States mails. In the event that no objection is made by the Unit Owners on or before the twentieth (20th) day after mailing of such notice, the amount shall be deemed to be conclusive and binding. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior year's assessment, and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors, provided,

**(ARTICLE III, SECTION 1, (t), (2), continued)**  
 that nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in the case of any immediate need or emergency.

(3) *Acceleration of Assessment Installments Upon Default.* If a member shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the member, and the then unpaid balance of the assessment shall come due on the date stated in the notice, but not less than five (5) days after delivery of the notice to the member, or not less than ten (10) days after the mailing of such notice to him by registered mail, whichever shall first occur.

(4) *Bank Accounts.* The depository of the Condominium Association shall be such a bank or banks as shall be designated from time to time by the Board and in which the moneys of the Condominium Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the Board of Directors, provided that a Management Agreement may include among its provisions authority for the manager to sign checks on behalf of the Condominium Association for payment of the obligations of the Condominium Association.

(5) *Interest and Counsel Fees.* The Board at its option, shall have the right in connection with the collection of this, or any other charge, to impose an interest charge at the legal maximum if such payment is made after a certain date stated in such notice. In the event that the Board shall effectuate collection of said charges by resort to counsel, the Board may add to the aforesaid charge or charges a sum or sums of twenty (20) percent of the gross amount due as counsel fees, in addition to such costs allowable by law.

(6) *Expenditure of Funds.* The amount of moneys for common expenses deemed necessary by the Board and the manner of expenditure thereof, including but not limited to, the allocation thereof shall be a matter for the sole discretion of the Board, until after the first annual meeting of the members.

(7) *Disbursement.* The Board shall take and hold the funds as collected and shall disburse the same for the purposes and in the manner set forth herein and as required by law.

(8) *Reserves.* The Board shall not be obligated to expend all of the revenues collected in any accounting period, but may maintain a reasonable reserve for, among other things, emergencies, contingencies of bad weather or uncollected accounts. Said reserve fund or funds shall, however, be kept in interest-bearing securities either short or long term, or in an insured interest-bearing savings account. The foregoing shall not be construed to mean that the Board shall not be permitted to keep additional cash on hand, in a checking or petty cash account for the necessary discharge of its function.

(9) *Annual Audit.* The Board shall submit the books, records and memoranda to an annual audit by a disinterested certified public accountant who shall audit the same and render a report thereon in writing to the Board and in summary form to the members and such other persons, firms or corporations as may be entitled to same.

(10) *Accounts.* The receipts and expenditures of the Condominium Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

**(ARTICLE III, SECTION 1, (t), (10), continued)**

(i) Current Expenses, which shall include all receipts and expenditures within the year for which the budget is made; including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year, or may be distributed to the membership as the directors shall determine;

(ii) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually;

(iii) Reserve for replacement, which shall include the funds to be used for repair or replacement required because of damage, depreciation or obsolescence;

(iv) Capital Expenditures, which shall include the funds to be used for capital expenditures, for additional improvements or additional personal property that will be part of the common elements;

(v) Operations, which shall include the gross revenues from the use of common elements and other sources. Only the additional direct expense required by any revenue-producing operation will be charged to this account, and any surplus from any operation shall be used to reduce the assessments for current expenses for the year during which surplus is realized, or at the discretion of the Board of Directors, in the year following the year in which the surplus is realized, losses from the operations shall be met by special assessments against members, which assessments may be made in advance in order to provide a working fund.

**SECTION 2. Number, Qualification and Term of Office:**

(a) The first Board of Directors shall be the three (3) persons named in the Articles of Incorporation of the Condominium Association, who shall hold office until one year after the first annual meeting.

(b) On and after the first annual meeting, there shall be nine (9) directors on the Board. Three of said directors will be the initial directors, two of said directors shall be appointed by Clearbrook, Inc. and the other four directors shall be elected at the first annual meeting and the term of office of the two appointed directors and one of the newly-elected directors shall be fixed for three (3) years, and the term of office of three (3) of the newly-elected directors shall be fixed for a term of two (2) years. Thereafter, three (3) directors shall be elected at each annual meeting for a term of three (3) years. All directors shall hold office until their successors have been elected, and qualified. Appointed directors need not be unit owners. If not otherwise sooner accomplished Sponsor shall not control the operation or management of the Condominium Association, after July 31, 1981.

**SECTION 3. Vacancies.** Any vacancy in any Board of Directors caused by any reason, other than the removal of a director by a vote of the members of the Condominium Association, shall be filled by a vote of a majority of the remaining directors, even though they may constitute less than a quorum. Each person so elected shall be a director until a successor is elected at the next annual meeting of the Condominium Association to act for the unexpired term of his predecessor.

**(ARTICLE III, continued)**

**SECTION 4. *Removal of Directors.*** At any regular or special meeting of the Condominium Association duly called, any one or more of the directors, except the appointed directors, may be removed with or without cause by a ninety (90%) percent vote of the unit owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the unit owner(s) shall be given an opportunity to be heard at the meeting.

**SECTION 5. *Regular Meetings.*** Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, by mail, telephone or telegraph, at least five (5) days prior to the date named for such meeting.

**SECTION 6. *Special Meetings.*** Special meetings of the Board of Directors may be called by the president on three (3) days notice to each director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the president or secretary in like manner and on like notice on the written request of at least three (3) directors.

**SECTION 7. *Waiver of Notice.*** Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**SECTION 8. *Quorum.*** At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

**SECTION 9. *Non-Waiver.*** All the rights, duties and privileges of the Board shall be deemed to be continuing and shall not be exhausted by any single act or series of acts. To the same extent, the failure to use or employ any remedy or right hereunder or hereafter granted shall not preclude its exercise in the future nor shall any custom bind the Board.

**SECTION 10. *Conflict.*** Anything to the contrary herein notwithstanding, if any provision of this instrument is in conflict with or in contradiction with the Condominium Act, or with the requirements of any other law, then the requirements of said act or other law shall be deemed controlling.

**SECTION 11. *Indemnification.*** This Association shall provide indemnification to each of its directors and shall hold each of them harmless, from and against any and all damages, liability, losses, costs, or expenses, including reasonable attorney's fees, which indemnitee may

<sup>5</sup> Amendment adopted 10/28/86, Recorded book 3580, page 523.

**(ARTICLE III, SECTION 11, continued)**

*suffer as a result of claims, demands, costs, or judgments against him arising out of his being or having been a director except in connection with matters involving the misconduct of a director in respect of the matter for which indemnification is sought.*

**ARTICLE IV - OFFICERS**

**SECTION 1. Designation.** The principal officers of the Condominium Association shall be a president, who shall be a member of the Board of Directors, a vice-president, and a secretary and a treasurer. The Board may appoint such other assistant treasurers and assistant secretaries as in their judgment may be necessary. Any two offices, except that of president and vice-president may be held by one person.

**SECTION 2. Election of Officers.** The officers of the Condominium Association shall be elected annually by the Board of Directors at the first Board of Directors meeting following each annual meeting and such officers shall hold office at the pleasure of the Board.

**SECTION 3. Removal of Officers.** Upon an affirmative vote of a two-thirds majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

**SECTION 4. President.** *The president shall be the chief executive officer of the Condominium Association and of the Board of Directors. He/she shall preside at all meetings of the Condominium Association and of the Board of Directors. He/she shall have all of the general powers and duties which are usually vested in the office of president of a Condominium Association, including but not limited to the power to appoint committees from among the members of the Condominium Association from time to time as he/she may in his/her discretion deem appropriate to assist in the conduct of the affairs of the Condominium Association.*

*The president or his/her representative shall be the Delegate of the Condominium Association at meetings of Delegates of the Clearbrook Community Association, for the sole purpose of casting the votes of the Condominium Association. He/she or his/her representative, as such delegate, shall cast his/her votes exactly as the votes cast by member unit owners (one vote per unit) of the Condominium Association personally, by written limited proxy or by absentee ballot, at the special meeting of the Condominium Association duly called pursuant to Article II.*

**SECTION 5. 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 Directors shall appoint some other member to do so 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 Directors.

<sup>6</sup> Amendment adopted 7/1/86, Recorded book 3537, pages 080 to 083.

Amendment adopted 6/26/91, Recorded book 4033, page 066



**(ARTICLE IV, continued)**

**SECTION 6. *Secretary.*** The secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Condominium Association; he shall have charge of such books and papers as the Board of Directors may direct; and shall, in general, perform all duties incident to the office of secretary.

**SECTION 7. *Treasurer.*** The treasurer shall have the responsibility for Condominium Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Condominium Association. He shall be responsible for the deposit of all moneys and other valuable effects in the same, and to the credit, of the Condominium Association in such depositories as may from time to time be designated by the Board of Directors.

**SECTION 8. *Other Duties and Powers.*** The officers shall have such other duties, powers, and responsibilities as shall, from time to time, be authorized by the Board of Directors.

**ARTICLE V - FISCAL YEAR**

The fiscal year of the Condominium Association shall be on a calendar year basis.

**ARTICLE VI - RESTRICTIONS AND OBLIGATIONS**

**SECTION 1. *Structural Alterations.*** No member shall make any structural addition, alteration or improvement in or to his unit, including any exterior painting or exterior alteration or addition (including awnings, grills, television or radio antennas, etc.) without the prior written consent thereto of the Condominium Association and the Clearbrook Community Association. Each Board of Directors shall have the obligation to answer in writing any written request by a member for approval of a proposed structural addition, alteration, or improvement in such member's unit, within sixty (60) days after such request, and failure to do so within the stipulated time shall constitute consent by the Board of Directors to the proposed addition, alteration or improvement. Any application to any municipal authority for a permit to make an addition, alteration or improvement in or to any unit shall be executed by the Board of Directors of the Community Association only, without, however, incurring any liability on the part of the Community Association Board of Directors or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this section shall not apply to units owned by the developer until such units have been initially sold and conveyed by the developer.

**SECTION 2. *Maintenance and Repair.*** Each member shall perform promptly at his own risk, cost and expense all maintenance and repair work with respect to the portion of each unit owned by him which does not compromise a part of the common elements and which, if omitted, would adversely affect the safety or general welfare of the Condominium in which his unit is located or any part or parts thereof belonging in whole or in part to other members; and each member shall be liable for any damages, liabilities, costs or expenses, including attorney's fees, caused by or arising out of his failure to promptly perform any such maintenance and repair work. In addition, if any unit owner fails to perform such work, the Condominium Association may do so on the owner's behalf and charge the reasonable expenses thereof to the owner.

**SECTION 3. *Nuisances Prohibited.*** At no time hereafter shall any member or any person or persons acting under him use any object or thing which creates noise, smoke,

**(ARTICLE VI, SECTION 3, continued)**

odor, soot or vibrations in such manner as to disturb any other member or lawful user of the common elements nor shall they have any signs, flags, banners, pennants, flashing lights, wires, clothes or any other unsightly object beyond the interior walls of any unit so that they are in any way visible from the outside; provided, however, that American flags and other patriotic type flags will be permitted to be flown or displayed on appropriate occasions and further provided that lights of a steady or flashing nature will be permitted to be used during the year end holiday season.

**SECTION 4. *Pets.*** Each member agrees not to allow any pets or animals to roam at large beyond the confines of its unit and that in no event more than one pet or animal of any kind or nature whatsoever will be brought upon the premises at any time. Any pets or animals outside any unit must be under control or leash and at no time shall it create a nuisance of any kind and in any event the member shall be responsible for any damage or liability occasioned by any such pet or animal.

**SECTION 5. *Exclusive Easement Areas.*** Fences approved by the Condominium Association in accordance with established standards may only be installed within the exclusive easement area located to the rear of the units; provided, however, that the unit owner shall thereafter be responsible at its sole expense for all maintenance of said fence and of the entire rear lawn area. Further, the maintenance of all balconies, patios and doorsteps and the watering of all lawns, plants and landscaping within the exclusive easement areas shall be performed by each unit owner at its expense, together with removal from all private walkways within the exclusive easement areas of all snow up to two (2) inches in depth and the maintenance of any plants or landscaping not originally planted by Grantor. Except as herein provided, no member or group of members shall build, plant or maintain any matter or thing upon, over or under the common elements, except with the express permission of the Board of Directors of the Community Association in writing first had and obtained, nor shall any member place trash, garbage, excess materials of any kind on or about the common elements, nor burn, chop, or cut anything on, over or above the common elements.

**SECTION 6. *Fair Housing.*** Each unit must be occupied by at least one individual age 55 or older. All other individuals residing in the Unit shall be age 48 or older provided, however, that in the event a resident requires full time assistance for a legitimate medical reason, then the Clearbrook Community Association's Board of Directors may grant a waiver.

*Each unit owner shall have the affirmative obligation to complete a census, questionnaire or other documents which the association may distribute from time to time to assure compliance with this By-Law provision. The failure of any Unit Owner to comply with this requirement or the failure to cause a Tenant to comply with this requirement shall result in the automatic suspension of privileges and a fine to be determined in the discretion of Clearbrook Community Association's Board of Directors.*

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<sup>7</sup> Amendment adopted 5/10/89, Recorded book 3784, page 761

ARTICLE VII - AMENDMENT

8 These By-Laws, or any of them, may be altered, amended or repealed, or new By-Laws made, at any meeting of the Condominium Association duly constituted for such purpose at which a quorum is present.

An affirmative vote of seventy-five (75%) percent of all those voting in person or by written proxy shall be sufficient for such purposes.

The first annual meeting may not be advanced and the first Board of Directors (including replacements in case of vacancies) may not be removed by reason of any such amendment or repeal.

ARTICLE VIII - ENFORCEMENT

The Condominium Association shall have the power, at its sole option, to enforce the terms of this instrument or any rule or regulation promulgated pursuant hereto, by any or all of the following: self help; by sending notice to the offending party to cause certain things to be done or undone; by restoring the Condominium Association to its original position and charging the breaching party with the entire cost or any part thereof; by taking any other action before any court, summary or otherwise, as may be provided by law; by complaint to the duly constituted authorities. The foregoing shall be construed to be in addition to any other powers granted herein and by the Condominium Act, not in limitation thereof.

ARTICLE IX - RIGHT OF FIRST REFUSAL

SECTION 1. Deleted

SECTION 2: If any provision of the Master Deed or these By-Laws would otherwise violate the rule against perpetuities or any other rule, statute or law imposing time limits, then such provision shall be deemed to remain in effect until the death of the last survivor of Robert F. Kennedy, deceased, former Senator of the State of New York, and Senator Edward M. Kennedy of the State of Massachusetts, plus twenty-one (21) years thereafter.

8 Amendment approved 7/1/86, Recorded book 3537, pages 080 to 083

9 Amendment approved 10/28/86, Recorded book 3580, page 523

EXHIBIT G

Schedule of Initial Sales Price and Percentage (%) of Interest on Common Elements

Bldg. No.	Apt. Des.	Unit Type	Initial Sales Price	% Int.	Bldg. No.	Apt. Des.	Unit Type	Initial Sales Price	% Int.
353	A	Master Lodge II	\$61,000	.0079	372	A	Excelsior	\$69,000	.0090
353	B	Timberline II	54,000	.0070	372	B	Master Lodge II	61,000	.0079
354	A	Excelsior	69,000	.0090	373	A	Master Lodge II	61,000	.0079
355	A	Windsor	59,500	.0078	374	A	Braeburne	60,000	.0078
355	B	Rutledge	64,000	.0084	374	B	Timberline II	54,000	.0070
355	C	Rutledge	64,000	.0084	375	A	Braeburne	60,000	.0078
355	D	Windsor	59,500	.0078	375	B	Timberline	52,000	.0069
356	A	Excelsior	69,000	.0090	375	C	Master Lodge II	61,000	.0079
356	B	Master Lodge II	61,000	.0079	376	A	Windsor	59,500	.0078
357	A	Braeburne	60,000	.0078	376	B	Oxford	56,000	.0074
357	B	Timberline	52,000	.0069	376	C	Oxford	56,000	.0074
357	C	Master Lodge II	61,000	.0079	376	D	Windsor	59,500	.0078
358	A	Timberline	52,000	.0069	377	A	Master Lodge II	61,000	.0079
359	A	Timberline II	54,000	.0070	378	A	Timberline II	54,000	.0070
360	A	Master Lodge II	61,000	.0079	378	B	Braeburne	60,000	.0078
361	A	Excelsior	69,000	.0090	379	A	Excelsior	69,000	.0090
362	A	Excelsior	69,000	.0090	379	B	Master Lodge II	61,000	.0079
362	B	Master Lodge II	61,000	.0079	379	C	Excelsior	69,000	.0090
362	C	Excelsior	69,000	.0090	380	A	Master Lodge II	61,000	.0079
363	A	Excelsior	69,000	.0090	381	A	Excelsior	69,000	.0090
363	B	Master Lodge II	61,000	.0079	382	A	Master Lodge II	61,000	.0079
363	C	Excelsior	69,000	.0090	383	A	Timberline II	54,000	.0070
364	A	Timberline II	54,000	.0070	384	A	Master Lodge II	61,000	.0079
364	B	Master Lodge II	61,000	.0079	384	B	Excelsior	69,000	.0090
365	A	Braeburne	60,000	.0078	385	A	Excelsior	69,000	.0090
365	B	Timberline	52,000	.0069	385	B	Master Lodge II	61,000	.0079
365	C	Master Lodge II	61,000	.0079	385	C	Excelsior	69,000	.0090
366	A	Excelsior	69,000	.0090	386	A	Master Lodge II	61,000	.0079
366	B	Master Lodge II	61,000	.0079	386	B	Timberline II	54,000	.0070
366	C	Excelsior	69,000	.0090	386	C	Braeburne	60,000	.0078
367	A	Master Lodge II	61,000	.0079	387	A	Timberline II	54,000	.0070
368	A	Oxford	56,000	.0074	388	A	Braeburne	60,000	.0078
368	B	Rutledge	64,000	.0084	388	B	Timberline II	54,000	.0070
368	C	Rutledge	64,000	.0084	389	A	Master Lodge II	61,000	.0079
368	D	Oxford	56,000	.0074	390	A	Braeburne	60,000	.0078
369	A	Braeburne	60,000	.0078	390	B	Timberline II	54,000	.0070
369	B	Timberline	52,000	.0069	391	A	Master Lodge II	61,000	.0079
369	C	Master Lodge II	61,000	.0079	391	B	Excelsior	69,000	.0090
370	A	Excelsior	69,000	.0090	392	A	Excelsior	69,000	.0090
370	B	Master Lodge II	61,000	.0079	392	B	Master Lodge II	61,000	.0079
371	A	Master Lodge II	61,000	.0079	392	C	Excelsior	69,000	.0090
371	B	Timberline	52,000	.0069	393	A	Timberline II	54,000	.0070
371	C	Braeburne	60,000	.0078	393	B	Braeburne	60,000	.0078

**EXHIBIT G**  
**Schedule of Initial Sales Price and**  
**Percentage (%) of Interest on Common Elements**

Bldg. No.	Apt. Des.	Unit Type	Initial Sales Price	% Int.	Bldg. No.	Apt. Des.	Unit Type	Initial Sales Price	% Int.
394	A	Timberline	\$52,000	.0069	403	B	Excelsior	\$69,000	.0090
395	A	Timberline II	54,000	.0070	404	A	Master Lodge II	61,000	.0079
396	A	Master Lodge II	61,000	.0079	404	B	Timberline II	54,000	.0070
396	B	Excelsior	69,000	.0090	404	C	Braeburne	60,000	.0078
397	A	Excelsior	69,000	.0090	405	A	Master Lodge II	61,000	.0079
397	B	Master Lodge II	61,000	.0079	405	B	Excelsior	69,000	.0090
397	C	Braeburne	60,000	.0078	406	A	Excelsior	69,000	.0090
398	A	Master Lodge II	61,000	.0079	406	B	Master Lodge II	61,000	.0079
398	B	Timberline II	54,000	.0070	406	C	Excelsior	69,000	.0090
398	C	Braeburne	60,000	.0078	407	A	Master Lodge II	61,000	.0079
399	A	Master Lodge II	61,000	.0079	407	B	Timberline II	54,000	.0070
399	B	Timberline II	54,000	.0070	407	C	Braeburne	60,000	.0078
400	A	Timberline	52,000	.0069	408	A	Excelsior	69,000	.0090
401	A	Braeburne	60,000	.0078	408	B	Master Lodge II	61,000	.0079
401	B	Timberline II	54,000	.0070	409	A	Timberline	52,000	.0069
401	C	Master Lodge II	61,000	.0079	410	A	Excelsior	69,000	.0090
402	A	Braeburne	60,000	.0078	410	B	Master Lodge II	61,000	.0079
402	B	Master Lodge II	61,000	.0079	411	A	Excelsior	69,000	.0090
402	C	Braeburne	60,000	.0078	412	A	Timberline II	54,000	.0070
403	A	Master Lodge II	61,000	.0079	413	A	Master Lodge II	61,000	.0080

