

DECLARATION OF MAINTENANCE OBLIGATION and INDEMNIFICATION AGREEMENT
CLEARBROOK CONDOMINIUM ASSOCIATION ("Association")
Monroe Township, New Jersey

Identification of Owner ("Owner"):

Owner(s) of Record: _____

Identification of Property ("Property"):

Section: _____
Street Address: _____
Block: _____ Lot: _____
Date deed recorded: _____
Deed recorded in Book: _____ Page: _____

Identification of Improvements ("Improvements"):

- Atrium Enclosure
- Composite Decking
- Generator - Standby
- Open Patio
- Open Patio Fence
- Patio Enclosure
- Sliding Door Replacement
- Windows
- Other: _____

THIS DECLARATION MAINTENANCE OBLIGATION AND INDEMNIFICATION AGREEMENT (the "Declaration") is made by and between the Owner, having an address at the Property; and Association having an address at 1 Clearbrook Drive, Monroe Township, New Jersey 08831.

P R E A M B L E

- A. The Owner has requested the governing board of the Association to approve the installation of the improvement(s) noted above on the common elements of the condominium
- B. The construction of the Improvement(s) will result in the use of the condominium's common elements that are owned in common by all of the condominium's Unit Owners.
- C. The Owner has agreed to certain stipulations and conditions in connection with the Improvements, which stipulations and conditions are more fully set forth in the Agreement and in this Declaration.
- D. The Association has consented to the construction of the Improvement(s) subject to and conditioned upon the stipulations and agreements set forth in the Agreement and in this Declaration and these terms and conditions are intended to be binding on the successors and assigns of the Owner.
- E. The Owner has entered into this Declaration with the understanding that the Association would not have consented to the construction of the Improvement(s) without the Owner's consent to the terms of this Declaration.
- F. All capitalized terms in this Declaration have the same meaning as set forth in the Association's Master Deed or Declaration, and By-Laws ("Governing Documents"), except as expressly otherwise defined herein.

NOW, THEREFORE, in order to induce the Association to approve the Improvements, the Owner agrees as follows:

1. The terms and conditions set forth in this Declaration are binding upon the successors and assigns of the Owner.
2. The Owner is responsible for the maintenance of the Improvement(s). If, the Owner fails to maintain or repair the Improvements within thirty (30) days written notice from the Association (except that no notice will be required in the case of an emergency), the Association may (but will not be obligated to) perform the maintenance or repair work, or remove the Improvement(s) and restore the work area to its original condition. In either event, the Owner will be responsible for all costs and expenses incurred by the Association in connection with such maintenance or restoration and said expense will be collectible by the Association in the same manner as a Carrying Charge assessment. The foregoing is not intended to limit any other remedies available to the Association pursuant to the Governing Documents, as same may have been amended, or any other applicable rules, regulations, or documents.
3. Any consequential damages caused to the Common Elements of the Association or to any other Unit resulting from the installation or maintenance of the Improvements will be the sole responsibility of the Owner.

