

1/6/2015 5:24:03A

## ARTICLE XVIII

### Dissolution

**Section 1. Procedure.** In the event it is deemed advisable and for the benefit of the Members of the Association that the Association should be dissolved, the procedures concerning dissolution set forth in the New Jersey Nonprofit Corporation Act, N.J.S.A. 15A:1-1 et seq., shall be followed.

**Section 2. Distribution of Assets.** In the event of dissolution, the assets of the Association, after the payment of all debts including mortgages and other encumbrances, shall be distributed to the Unit Owners equally.

## ARTICLE XIX

### Notice

Any notice required to be sent to any Unit Owner under the provisions of the Master Deed, the Articles of Incorporation or these Amended By-Laws shall be deemed to have been properly sent and notice thereby given, when sent by U.S. mail, regular post with postage prepaid, addressed or hand delivered to the Unit Owner at the address on the records of the Association at the time of such mailing, unless otherwise set forth in the Master Deed or in these Amended By-Laws. Notice to one (1) of two (2) or more owners of a Unit shall constitute notice to all owners. Notice shall be deemed to have been received five (5) days after mailing in a regular depository of the United States mail. It shall be the obligation of every Unit Owner to immediately notify the Board in writing of any change of address. Valid notice, which shall be effective upon delivery, may also be given to a member by (i) personal delivery to any occupant of a Unit over fourteen (14) years of age or (ii) by affixing the notice to or sliding same under the front door of any Unit.

## ARTICLE XX

### Gender and Number

The use of the masculine gender in these Amended By-Laws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

## ARTICLE XXI

### Immunity

In accordance with N.J.S.A. 2A:62A-13, the Association will not be liable in any civil action brought by or on behalf of a Unit Owner to respond to damages as a result of bodily injury to the Unit Owner occurring on the Property, the Common Elements or within a Unit. This grant

of immunity from liability will not be effective if the Association causes bodily injury to a Unit Owner by its willful, wanton or grossly negligent act of commission or omission.

## ARTICLE XXII

### Rules and Regulations

**RULES AND REGULATIONS.** The Unit Owners have adopted the following Rules and Regulations for their common benefit and the benefit of Clearbrook Condominium Association No. 4:

- (a) Any person using and occupying a Unit must comply with one of the following standards:

Age Restriction. Any person using and occupying a Unit must comply with one of the following standards: (a) be 55 years of age or older; (b) be 48 years of age or older provided at least one other person residing in the Unit is 55 years of age or older; (c) person, regardless of age, residing with and providing physical or medical assistance to an occupant who satisfies the standard contained in either subpart (a) or (b) of this sentence ("Permissible Occupant"), provided (i) such person is necessary in accordance with a medical doctor's certification to allow the Permissible Occupant to have full use and enjoyment of the Unit; and (ii) where the Permissible Occupant suffers from a handicap, as defined under the federal Fair Housing Act and the regulations promulgated thereunder.

Visitor occupants of any age shall be permitted to visit a Unit for up to three months in any calendar year.

In order to qualify as a valid age-restricted community under the federal Fair Housing Amendments Act each Owner shall complete a survey or census concerning the age of the residents occupying each Unit. Each Owner shall promptly respond to any survey or census provided by the Condominium Association in compliance with law and any other requirements as may hereafter be imposed by the state or federal government to maintain its qualified age-restricted status.

- (b) Units shall be used primarily as private single-family residences and such other uses as may be permitted under the zoning ordinances of the Township of Monroe provided that no business, trade, or similar activity, may be conducted in any Unit, except that an Owner or occupant residing in a Unit may conduct "discrete business activities" within the Unit so long as the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; the business activity does not involve regular visitation of the Unit or door-to-door solicitation of residents of the Properties; and the business activity is consistent with the residential character of the Properties and does not

1/6/2005 5:54:55

violate these Rules and Regulations. Examples of "discrete business activities" include, but are not limited to, computer-based telecommunications and literary, artistic, or craft activities. The Board may restrict any business activities that it determines interfere with the enjoyment or residential purpose of the Properties in its sole and absolute discretion.

- (c) No clothes poles or lines shall be installed or maintained. No clothes, sheets, blankets, or laundry of any kind or other articles may be hung or displayed on the outside of windows or placed on the outside window sills, walls or balconies of any Unit or in any parking area or hung or displayed in the interior of a Unit in such a way or in such a location as to be fully visible from the Common Elements.
  
- (d) No animal may be kept, bred, harbored or maintained in any Unit except customary household pets as defined by the Board, in its sole discretion, by adoption of a resolution. No Unit Owner shall permit any pet to cause any injury to any persons or other animals, or to cause damage to any Common Elements or any property of any other Unit Owner. Owners shall be solely liable for any and all damage to the Common Elements or other property and any injuries to persons caused by the Owners' pets. All pets must be leashed at all times and kept under control so as not to disturb the peace of residents. Cats must be kept indoors or leashed as they are not permitted to roam free across the Common Elements. Owners are not permitted to tie pets or leave pets unattended outside on patios, stoops or stairways or any Common or Limited Common Elements. No more than one (1) dog may be kept or maintained in a Unit at one time, provided, however, that in no event may the Association, by its Board members, require the removal of pets validly kept or maintained within a Unit pursuant to a resolution of the Board that pre-dates the effective date of these Amended By-Laws. The Board may, in its sole discretion, adjust the number of dogs or further restrict the other types of pets permitted to be kept or maintained in a Unit by resolution following the effective date of these Amended By-Laws. However, if the Board determines, in its sole discretion, that any particular breed of dog constitutes a safety or health hazard to other owners or occupants ("malicious breed"), the Board may prohibit the keeping of such malicious breeds or require an Owner to remove it from the Condominium within thirty (30) days of the effective date of the resolution. No Unit Owner shall permit a pet to relieve itself upon the sidewalks, driveways, flower beds, or on any landscaped area more than three (3) feet from any street curb. The Unit Owner shall be responsible for cleaning up after his or her dog or other pet and this shall include an obligation to immediately remove all waste deposited on the Common Elements in a sanitary manner. Animal waste shall be removed and disposed by placing it in a sealed, nonabsorbent, leakproof container. Animal waste shall not be disposed in any catchbasin, detention basin or other Common Element. This provision shall not apply to blind persons using dogs as guides.

1/6/2005 5:04 PM

- (e) Except as may be permitted by Board resolution, no trailer, tractor, truck (used for commercial purposes), mobile home, recreation vehicle (other than golf carts, boat, boat trailer), school bus, inoperable vehicle, unregistered vehicle, vehicle containing any commercial message or lettering, or containing ladder racks, tool storage racks or other fixtures of similar type, or the like, shall be stored or maintained on the Common Elements.
- (f) No vehicle shall be repaired (including changing oil or flat tires) or rebuilt on any portion of the Common Elements or other portion of the Property thereof.
- (g) Parking of permitted vehicles (i.e. golf carts and non-commercial passenger vehicles), shall be in accordance with the CCA's Rules and Regulations.
- (h) No exterior loudspeakers other than as contained in portable radios or television sets shall be permitted. No floodlights shall be installed in any exterior area of any Unit, except as approved in writing by the Board.
- (i) No sign of any kind shall be permitted upon a Unit or within a Unit that is visible upon the Common Elements, except pursuant to the Rules and Regulations now or hereafter adopted by the Board.
- (j) No portion of the Common Elements or other portion of the Property thereof shall be used or maintained for storing residents' personal property or dumping rubbish or debris. Trash, garbage or other waste shall be kept in covered hard plastic trash containers on the Common Elements for weekly or more frequent collection. Any type of trash or other waste (including recyclables) must be kept inside the Units at all times except when it may be placed in the appropriate containers, curbside after 7:00 p.m. the night before a scheduled pickup. The empty containers must be removed from curbside and returned inside once pickup is complete.
- (k) No Unit Owner or occupant shall build, plant, or maintain any matter or thing upon, in, over or under the Common Elements without the prior written consent of the Board, including, without limitation, antennas, satellite dishes or other receiving or transmission devices, except: (i) as expressly permitted under the federal Telecommunications Act of 1996, as amended, and the regulations promulgated under the Act; or (ii) as the Board may permit in accordance with a duly adopted resolution.
- (l) Unit Owners or occupants shall not paint or otherwise decorate or change the appearance of any portion of the exterior of any Unit, without the express written consent of the Board.
- (m) Privacy fences approved by the Association, the CCA and the ARC in accordance with established standards may only be installed around the immediate perimeter of the patios located to the rear of the Units and the Unit Owner will thereafter be

responsible at his or her sole expense for all maintenance of said fence and the enclosed patio. Further, the maintenance of all balconies and doorsteps together with removal of all snow up to two (2") inches in depth from all private walkways within the exclusive easement area appurtenant to each Unit shall be the Owners' sole obligation and expense. For these purposes and for the purposes of sub-paragraph "o" below, the "exclusive easement area" is defined as a parcel of land surrounding the Unit, with the boundaries thereof being defined, respectively, by lines running parallel to the front and rear of the Unit, and side lines extending perpendicularly from, respectively, the front and rear of the Unit, with all lines extending to a maximum, uniform width of 3 feet from, respectively, the front, rear and sides of the Unit, with the front and rear lines being boundary lines connecting the rear most terminus of each side line. No Unit Owner shall construct any improvement whatsoever nor install any landscape material in the exclusive easement area without the express, prior written consent of the Board.

- (n) Except as herein provided or as may be otherwise permitted by the CCA rules and regulations, no Unit Owner or group of Owners shall build, plant or maintain any matter or thing upon, over or under the Common Elements, except with the express permission of the Board as previously described in these Amended By-Laws, nor shall any Unit Owner 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.
- (o) The Board, may, by resolution, permit Owners to install certain types of landscaping within the exclusive easement area (as defined in sub-paragraph "m" above) around the perimeter of each Unit, setting forth the Owners' maintenance obligations for their own plantings (including watering, pruning and replacing dead or unsightly plantings) as opposed to those shrubs, trees, flower beds or other plantings originally installed by the Sponsor (or builder) of the Condominium.
- (p) To the extent that equipment, facilities and fixtures within any Unit(s) shall be connected to similar equipment, facilities or fixtures affecting or serving other Unit(s) or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the Governing Documents of the Condominium Association.
- (q) Nothing shall be done or kept in any Unit or in or upon the Common Elements which will increase the rates of insurance of the Unit(s) or the contents of the Unit(s) beyond the rates applicable for Units, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his or her Unit or in or upon the Common Elements that will result in the cancellation of insurance on any Units or the contents thereof, or that will be in violation of any law.

- (f) No noxious or offensive activities shall be carried on, in or upon the Common Elements or in any such Unit nor shall anything be done therein which may be or become an annoyance or nuisance to the others in the Condominium. (Whether a particular activity constitutes a "nuisance" will be determined by the Board, whose determination will be final and binding.) At no time shall an Owner, Resident Spouse, Resident Relative or other occupant, guest or agent of an Owner, Resident Spouse or Resident Relative use any object or thing which creates noise, smoke, odor, soot or vibrations in such a 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, wire, clothes or any other unsightly object kept, stored or maintained in a Unit in such a way that is in any way visible from the Common Elements; provided, however, that American flags, seasonal flags and other patriotic type flags will be permitted to be flown or displayed on appropriate occasions at the discretion of the Board and further provided that lights of a steady flashing nature will be permitted to be used during the year-end holiday season.
- (s) No immoral, improper, offensive or unlawful use shall be made of any Unit; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over a Unit shall be observed.
- (t) Nothing shall be done to any Unit or on or in the Common Elements which will impair the structural integrity of any Unit or which will structurally change a Unit. No Unit Owner may make any additions, alterations or improvements to the Common Elements, without the prior written approval of the Board and in accordance with procedures set forth in these Amended By-Laws and Rules and Regulations. Board approval, however, shall not incur any liability on the part of the Condominium Association to any contractor, subcontractor or materialman on account of the addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The Unit Owner shall furnish the Condominium Association with a copy of any permit procured for non-structural changes to the Unit or for Board-approved changes to the Common Elements, if such permit is required by a municipal authority. All costs incidental to the approval, including any consultant's fees, shall be paid by the Unit Owner.
- (u) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably intended and suited and that are incident to the use and occupancy of the Units.
- (v) In order to provide an orderly procedure in the case of title transfers, and to assist in the maintenance of a current, up-to-date roster of Unit Owners, the Owner of a Unit shall give the Association and the CCA, timely notice of his intent to list his or her Unit for sale and, upon closing of title, shall immediately notify the Board of the names and home addresses of the purchasers.

- (w) A Unit may be rented by the Owner(s) for a term of a) one (1) year or more; or b) if less than one (1) year, then only one (1) time in any twelve (12) month period, provided, however, that no Unit may be rented at any time for a period of less than thirty (30) days. Units may not be rented by the Owner(s) more than once in any twelve (12) month period for less than one (1) year (except a lender in possession of such Unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure) or otherwise utilized for transient or hotel purposes, which shall be defined as "(i) rental for any additional rental period of less than one (1) year in one(1) twelve (12) month period; or (ii) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverages, maid service, furnishing laundry or linen, and bellboy service. No Unit Owner may lease less than an entire Unit. Any person not an Owner who resides in a Unit for more than thirty (30) days (whether or not the Owner is present) will be deemed a tenant and the Owner must comply with all use restrictions under the Master Deed and these Rules and Regulations, if any, applying to tenancies, unless the Owner provides proof to the reasonable satisfaction of the Board that the person residing in the Unit is not a tenant. Other than the foregoing obligations, the Unit Owners shall have the right to lease provided that: (i) the lease is in writing and made subject to all the provisions of the Master Deed, these Amended By-Laws and the Association's Articles of Incorporation and other documents referred to herein; (ii) a copy of the written lease, containing the foregoing provision has been delivered to the Board; and (iii) that any failure of a tenant to comply fully with the terms and conditions of the Master Deed, or these Amended By-Laws or the Association's Articles of Incorporation shall constitute a default under the lease.
- (x) In the event a tenant of a Unit defaults under his or her lease by failure to comply with the provisions of the Master Deed, these Amended By-Laws or the Association's Articles of Incorporation, then, in addition to all other remedies which it may have, the Condominium Association or its representative shall notify the Unit Owner of the default(s) and demand that they be cured through the Unit Owner's efforts within thirty (30) days after such notice. If the default(s) is not cured within the thirty (30) day period, then the Unit Owner shall immediately thereafter, at his or her own cost and expense, institute and diligently prosecute an eviction action against the tenant on account of the default(s). The eviction action shall not be compromised or settled without the prior consent of the Condominium Association or its representative. In the event the Unit Owner fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty, to institute and prosecute an action as attorney-in-fact for the Unit Owner, at the Unit Owner's sole cost and expense, including all legal fees incurred. The costs and expenses shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Condominium Association in the same manner as the collection of Common Expenses. By acceptance of a deed to any home, each and every Unit Owner automatically and

irrevocably names, constitutes, appoints and confirms the Board as his or her attorney-in-fact for the purposes described in this paragraph. Whenever a tenancy terminates in less than one (1) year, there shall be a rebuttable presumption that the owner has violated the terms of this restriction and the owner may not re-lease the Unit for the balance of the one (1) year term (beginning with the commencement date set forth in the written lease) unless the owner demonstrates to the reasonable satisfaction of the Board, that the termination of the prior tenancy was due to factors beyond the control of the owner.

- (y) Every owner leasing a Unit must, prior to the commencement of the tenancy, provide a copy of a written lease, consistent with the terms set forth in these Rules and Regulations, and a processing and administration fee, payable to the Association, in an amount to be determined by the Board, to cover the costs of reviewing the lease and inspection of any Common Elements located within or about the Unit being leased. If the leasehold remains in effect for more than one (1) year, the owner must pay an additional processing and administration fee to be determined by the Board on the anniversary date of the lease, which fee will not be pro-rated if the remaining term is less than one (1) year. Other than the foregoing obligations, any owner shall have the right to lease his or her Unit subject to the limitations set forth in this section, provided that the lease is in writing for a term of no less than one (1) year and made subject to all provisions of the Governing Documents, and provided further that any failure of the tenant to fully comply with the terms and conditions of such documents shall constitute a default under the lease.
- (z) Upon the commencement of each leasehold a refundable security deposit in an amount to be determined by resolution of the Board but not to exceed \$1,000 will be payable to the Association to secure conformity with the terms of the Governing Documents. In the event, following an appropriate hearing as required by law or pursuant to the Master Deed or these Amended By-Laws, it is determined that a tenant has caused any damage to the Common Elements, or there remains any unpaid fine due the Association, the Association may retain from the security deposit the amount necessary to reimburse it for the costs of repair to the Common Elements, or for any unpaid fines. Upon the termination of the leasehold, and the vacation of the Unit, the balance of the security deposit will be refunded to the owner. The amount of the security deposit will not limit the responsibility of the owner for any damage to the Common Elements, or for any fines resulting from a violation of the Governing Documents.
- (aa) No hazardous substance or hazardous waste (as those terms are defined pursuant to regulations issued by the New Jersey Department of Environmental Protection) may be stored in any Unit, except hazardous substances that are used in connection with commonly available household products intended for interior use and storage.



1760205\_6744\_0222

- (bb) Nothing in these Rules and Regulations or in the Master Deed generally shall be construed to prohibit the reasonable adaptation of any Unit for handicapped use.
- (cc) No garage may be modified, altered or used in a manner that prevents the parking of a motor vehicle.
- (dd) No Unit Owner shall have the right to mortgage or encumber his Unit, unless such mortgage or encumbrance is permitted under the terms and conditions of the Master Deed.
- (ee) Each Unit Owner shall pay for his own telephone, and other utilities, if any, which are separately metered or billed to each user by the respective utility company. Utilities that are not separately metered or billed shall be treated as part of the Common Expenses.
- (ff) Any Owner leaving a Unit vacant for more than ten (10) consecutive days between November 1 and March 31 of any year, who fails to either winterize his Unit or leave the Unit at a static temperature of at least 55 degrees Fahrenheit, shall be strictly liable, whether or not negligent, for any and all damages occurring to the Unit, to any other Unit or to the Common Elements as the result of the failure to winterize the Unit. In addition, all Owners must make arrangements to have their Units inspected at least once every week when no person is present in the Unit.
- (gg) MEGAN'S LAW REGISTRATION.

A. No person required to register with a designated registering agency pursuant to N.J.S.A. 2C:7-3, and who is thereafter determined to be a Tier-3 registrant pursuant to N.J.S.A. 2C:7-8(c)(3) ("Tier-3 Megan's Law Registrant"), may permanently or temporarily reside in a Unit. As used in this section "resides" means living in or possessing any portion of a Unit for more than fourteen (14) days out of any thirty (30) consecutive-day period.

B. If, subsequent to the recording of these Amended By-Laws in the records of the Clerk of Middlesex County, a Tier-3 Megan's Law Registrant resides in a Unit as a tenant, or under any other possessory interest, the Unit Owner must immediately cause the person to vacate the Unit and, if the person does not vacate the Unit within thirty (30) days of the date the Unit Owner was notified by the Association of the presence of a Tier-3 Megan's Law Registrant, then the Unit Owner will immediately commence eviction proceedings. If the Unit Owner fails to commence the eviction proceeding within thirty (30) days following the date the Unit Owner is required to do so and diligently pursue the eviction to conclusion, then the Association may act as attorney-in-fact for the Unit Owner and pursue the eviction action at the Unit Owner's cost and expense. If any action seeking eviction of a Tier-3 tenant does not result in a judgment of possession in favor of the Unit Owner, the Association may, but will not be obligated to, prosecute an appeal

145/2005-6744-0023

seeking the eviction of the tenant. In the event the Association obtains a final judgment resulting in the eviction of the tenant the Unit Owner will be responsible for all reasonable fees and costs of the Association in prosecuting the appeal.

Each Unit Owner hereby appoints the Association as the Unit Owner's attorney-in-fact for the purpose of commencing eviction proceedings, executing any and all documents pertaining to the proceedings or performing any or all responsibilities as may be required or necessary to be performed pursuant to this Article XXII. This power of attorney is expressly declared and acknowledged to run with the title of any and all Units and will be binding upon the heirs, personal representatives, successors and assigns of the Unit Owner.

C. Any Unit Owner, who by virtue of residing in a Unit, has been notified by the Association that he is in violation of this Section, must vacate the Unit within ninety (90) days of receipt of the Association's notice. If the Unit Owner fails to vacate the Unit within ninety (90) days, the Association may, in addition to all other remedies available to the Association, purchase the Unit at a purchase price equal to the average of two (2) independent appraisals to be obtained by the Association, less the Association's anticipated costs of selling the Unit, including, without limitation, brokerage fees, of not more than seven (7%) percent of the appraisal value, the cost of the appraisal, the realty transfer tax (based on the appraisal value), and other customary and incidental selling costs not in excess of one (1%) percent of the appraisal value.

D. The Association will not be liable to any Unit Owner, anyone occupying or visiting Clearbrook Condominium Association No. 4 as the result of the Association's failure to dispossess a Tier-3 Megan's Law Registrant.

#193996.v5 - Clearbrook Section 4: Amended By-Laws FORM

© 2007 Ramsey Berman, P.C.

1/6/2015 5:44:02

**IV. NOTICE AND RECORDING**

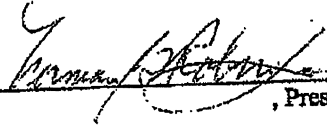
The Board of Directors is directed to distribute a copy of this resolution to every Unit Owner. The Association also directs its legal counsel to arrange for recordation of a copy of this resolution with the Middlesex County Clerk's Office.

The Middlesex County Clerk is authorized, requested and directed to note a reference to this resolution in the margin of the Master Deed (and/or any other appropriate place).

**ATTEST:**

**CLEARBROOK CONDOMINIUM  
ASSOCIATION NO. 4**

  
\_\_\_\_\_  
Secretary

By:   
\_\_\_\_\_  
President

#193996.v5-CLEARBR-034

IN WITNESS WHEREOF, the undersigned officers of the Association certify that the foregoing is an amendment duly approved by a vote of the Members in accordance with Article VII of the Bylaws on December 9, 2014.

CLEARBROOK CONDOMINIUM  
ASSOCIATION, NO. 4, INC.

ATTEST:

Tamzin Wojtko  
TAMZIN WOJTKO, Secretary

Charles Strulovitz  
Charles Strulovitz, President

ACKNOWLEDGMENT

STATE OF NEW JERSEY :

SS

COUNTY OF MIDDLESEX :

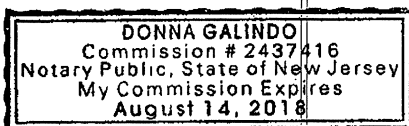
I certify that on this 9 day of December, 2014, TAMZIN WOJTKO personally came before me acknowledged under oath, to my satisfaction, that she is the Secretary of Clearbrook Condominium Association No. 4, Inc. the attesting witness to the signing of this document by the proper corporate officer who is Charles Strulovitz, the President of the corporation; This document was signed and delivered by the corporation as its voluntary act duly authorized by a proper vote of the members. I know the proper seal of the corporation which was affixed to this document; and I signed this proof to attest to the truth of these facts.

Tamzin Wojtko  
TAMZIN WOJTKO, Secretary

Sworn to and subscribed  
before me, this 9<sup>th</sup> day  
of December, 2014

Donna Galindo  
A Notary Public of New Jersey

My Commission Expires: \_\_\_\_\_



---

**SCHEDULE A**

**COVENANTS ENFORCEMENT PROCEDURES  
for  
CLEARBROOK CONDOMINIUM ASSOCIATION NO. 4,  
WOODLAND VILLAGE  
(the "Association")**

## CONTENTS

- I. **GRIEVANCE COMMITTEE MEMBERSHIP**
  - II. **PROCEDURE FOR VIOLATIONS**
    - A. **Definition of Violation**
    - B. **Noticing the Alleged Violation**
      - 1. Association Member or Committee Member
      - 2. Lessees
    - C. **Hearing Process**
      - 1. Informal Notice
      - 2. Violation Letter Issued By Board
      - 3. Preliminary Consideration of Complaint by Grievance Committee
      - 4. Cease and Desist Request
      - 5. The Notice of Hearing
      - 6. The Hearing
      - 7. The Decision of the Grievance Committee
      - 8. Appeal of a Grievance Committee Decision to the Board of Directors
    - D. **Other Matters**
      - 1. Constraints on the Grievance Committee and the Board of Directors as a Hearing Panel
      - 2. Further Action/Alternative Dispute Resolution
      - 3. Emergencies
      - 4. Interpretive Rulings by the Grievance Committee
      - 5. Fines and Penalties
  - III. **CONSTRUCTION**
  - IV. **NOTICE AND RECORDING**
-

**I. GRIEVANCE COMMITTEE MEMBERSHIP**

A Grievance Committee has been established by Article XIII, Section 1 of the Amended By-Laws.

**II. PROCEDURE FOR VIOLATIONS**

**A. Definition of a Violation**

A violation (a "Violation") is a failure by a Unit owner, his family, guests, or lessees to comply with the provisions of the Articles of Incorporation, Master Deed, Amended By-Laws, Clearbrook Condominium Association No. 4 Rules and Regulations, or any Resolutions approved by the Board (collectively the "Governing Documents").

**B. Noticing the Alleged Violation**

Alleged Violations can be noticed by:

1. Association Member/Committee Member. Any Association or Committee member who notices an alleged Violation will notify the Board. This notification may be in the form of a telephone call, a personal note or an in-person conversation.
2. Lessees. A Lessee of a Unit may not file a complaint under this Resolution unless the Unit owner has provided written authorization to the Lessee to file the Complaint.

**C. Hearing Process**

**1. Informal Notice**

The Board shall attempt to obtain compliance through informal notice, which may consist of telephone, written or in-person communication.

**2. Violation Letter Issued by Board**

If a matter is not resolved within a reasonable time (taking into consideration the severity of the violation) by informal notice and negotiation, the Board shall send a formal Violation Letter (the "Violation Letter") to the Respondent by either personal service or by certified mail, return receipt requested, at the address appearing on the records of the Association. If mailed, the letter will be deemed to have been received five days after mailing in a regular depository of the United States mail. A copy of the letter will also be sent to the Grievance Committee. The Violation Letter will contain the following:

- a. The acts or omissions with which the Respondent is charged and the identity of the specific Governing Document(s) that is (are) being violated. It should be as specific as possible as to time(s), date(s), place(s) and person(s) involved.

- b. A deadline for the Violation to cease or be corrected.
- c. A statement of the fines, penalties, costs of restoration of General Common or Limited Common Elements, damages, other expenses and/or other sanctions that the Association is imposing for the Violation or will impose if the Violation continues.
- d. A request that the Respondent notify the Board if and when the alleged Violation ceased or was corrected.
- e. A statement advising that a Notice of Hearing and Hearing date will be sent by the Grievance Committee in accordance with subparagraph 5 below.
- f. A statement advising that failure to respond to the Notice of Hearing within fifteen (15) days and in accordance with subparagraph 5c below, will be deemed an acknowledgement that the Noticed Violation(s) occurred. If the Respondent fails to respond to the allegation(s) in accordance with the Violation Letter, fines, penalties, damages or other costs will be automatically posted to the Respondent's/Unit owner's account. The letter will also state that if a hearing is held, damages, fines, penalties and other sanctions will be stayed until the Grievance Committee reaches a decision, but such decision by the Grievance Committee may reinstate or perhaps increase or decrease the fines, penalties and other sanctions set forth in the Violation Letter.

### 3. Preliminary Consideration of Complaint by Grievance Committee

Upon receipt and consideration of the Complaint of the Violation Letter, the Grievance Committee may request additional information from the Board and Respondent, then shall proceed as set forth below.

### 4. Cease and Desist Request

The Grievance Committee may, at its own discretion, issue a cease and desist request. Such cease and desist request shall be substantially in the following form:

"The Grievance Committee has received the attached complaint.

By Authority of the Master Deed and Amended By-Laws, the Grievance Committee hereby requests that you CEASE AND DESIST such acts or actions until such time, if any, as a ruling of the Grievance Committee, Board of Directors, or court of law permits.

Failure to comply with this request may result in penalty greater than that which would be imposed for a single violation."

---



## 5. The Notice of Hearing

The Grievance Committee will send a Notice of Hearing to the Respondent and the Board of Directors.

a. Service of the Notice of Hearing. The Grievance Committee's Notice of Hearing will be served on all the parties by either personal service or by certified mail, return receipt requested, at the address appearing on the books of the Association at least twenty (20) days prior to the Hearing. If mailed, service of Notice will be deemed to have been received five (5) days after mailing in a regular depository of the United States mail.

b. Contents. The Notice will set forth the time, date and place of the Hearing and will contain the facts or other matters on which the Complainant intends to rely, the names of those witnesses willing to be identified, and any other evidence (including sworn statements) which the Complainant intends to present at the Hearing.

The Notice will advise the Respondent that: (i) he may be represented at the Hearing by counsel, if he so desires; (ii) he is entitled to request the appearance of witnesses; (iii) he is entitled to cross-examine any witnesses appearing against him; (iv) he may request the production of Association books or records by notice to the Board not less than five (5) days prior to the Hearing; and (v) he may request that the Grievance Committee conduct a Hearing in his absence.

c. Response. The Notice will require that the Respondent send a written response to the Grievance Committee Chair at the address of the Association's Board President within fifteen (15) days of its receipt indicating his intent to be present at the Hearing or submitting a request that the Hearing be conducted in his absence. Failure to file a response within fifteen (15) days will be deemed an acknowledgment that the noticed Violations have occurred. If any parties can promptly show good cause as to why they cannot attend the Hearing on the set date, and they indicate times and dates on which they would be available, the Grievance Committee may reset the time and date of Hearing and promptly deliver notice of the new Hearing date.

d. Amended or Supplemental Complaints. At any time prior to the Hearing date, the Grievance Committee may permit the filing of an amended or supplemental complaint. All parties shall be notified thereof in the manner herein provided. If the amended or supplemental complaint presents new charges, the Grievance Committee shall afford the Respondent a reasonable opportunity to prepare proper defense.

e. Discovery. Upon written request to the other party, made prior to the Hearing and within fifteen (15) days after service of the Notice by the Grievance Committee or within ten (10) days after service of any amended or supplemental complaint, any party is entitled to: (1) obtain the names and addresses of witnesses to the extent known to the other party and (2) inspect and make a copy of any statements, writings or investigative reports relevant to the subject matter of the Hearing. Nothing in this section, however, shall authorize the inspection or copying of any writing or thing which by law is privileged from disclosure or is otherwise made confidential or protected. Any party claiming his request for discovery has not been complied

with shall submit a petition to request discovery by the Board of Directors. The Board of Directors shall make a determination and issue a written order stating the matters or parts thereof which the petitioner is entitled to discover.

f. Statements. At any time ten (10) or more days prior to a Hearing or a continued Hearing, any party shall mail or deliver to the opposing party a copy of any sworn statement which that party proposes to introduce in evidence. Unless the opposing party, within seven (7) days after such mailing or delivery, mails or delivers to the proponent a request to cross-examine the statement's author, his right to cross-examine such author is waived and the sworn statement, if introduced in evidence, shall be given the same effect as if the author had testified orally. If an opportunity to cross-examine the statement's author is not afforded after request is made as indicated in this Section, the statement may be introduced in evidence, but shall be given only the same effect as hearsay evidence.

## 6. The Hearing

a. The Hearing Panel and Hearing Officer. The Hearing Panel will consist of three (3) members of the Grievance Committee or its alternates who will hear and consider the matter and render a decision. Alternates may be invited to attend Hearings as non-participating members. The Grievance Committee shall select a person to serve as Hearing Officer and preside over the Hearing. Such Hearing Officer need not be a member of the Association or of the Grievance Committee. At the beginning of the Hearing, the Hearing Officer shall explain the rules and procedures by which the Hearing is to be conducted. The Grievance Committee may determine the manner in which the Hearing will be conducted, so long as the rights set forth in this section are protected. The Hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding. Counsel for the Association may be present at Hearings and may serve as Hearing Officer.

b. Rights of the Parties. It is not necessary for the parties to be in attendance at the Hearing. At the request of either party, the Grievance Committee may conduct the Hearing in their absence. Each party shall have the right to do the following, but may waive any or all of these rights:

- (1) make an opening statement;
- (2) introduce evidence, testimony, and witnesses;
- (3) cross-examine opposing witnesses;
- (4) rebut evidence and testimony;
- (5) make a closing statement.

Even if a party does not testify in his own behalf, he may still be called and questioned. The Hearing Panel may also request the presence and possible testimony of other persons.

Whenever the Hearing Panel of the Grievance Committee has commenced to hear the matter and a member of the Panel withdraws prior to a final determination, the Committee Chair shall appoint an alternate(s), provided the alternate has heard all testimony, so there shall be three (3) members on the Panel.

Oral evidence shall be taken only on oath or affirmation administered by the Hearing Officer.

#### **7. The Decision of the Grievance Committee**

a. To be effective a decision of the Grievance Committee shall be by a majority vote. The written decision shall normally be issued within forty-five (45) days of the conclusion of the Hearing. The decision shall be written and accompanied by both the majority and minority opinions, if any. Copies of the decision shall be distributed to the party(ies) and to the Board of Directors.

b. If the charges in the complaint were upheld at the Hearing, the Committee shall have the power to recommend to the Board of Directors that the costs of the Hearing in an amount not to exceed Two Hundred Fifty (\$250.00) Dollars and an accumulated fine in an amount not to exceed the maximum amount permitted by law, plus penalties and costs of restoration, if applicable, shall be assessed to the Respondent (or to all Respondents in the event there are more than one) in such proportions as the Committee deems appropriate. The Board of Directors, at a regular meeting, or special meeting called for that purpose, may follow said recommendation or alter them (provided such power to fine and impose penalties is authorized by applicable law) as the Directors deem appropriate except that the Directors may not increase the amounts of costs or penalties recommended by the Committee.

#### **8. Appeal of a Grievance Committee Decision to the Board of Directors.**

a. (i) A decision of the Grievance Committee may be appealed to the Board by the Respondent. A written Appeal shall be submitted to the Board of Directors within twenty-five (25) days of the written decision of the Grievance Committee. The right of appeal shall not be based upon a claim that the decision contains or is based upon an erroneous or otherwise inappropriate factual determination, but must be based upon one or more of the following claims: (i) that a member of the Grievance Committee who heard the matter failed to be disqualified in accord with the standards described in Section G.1.; (ii) that the Grievance Committee failed substantially to comply with the procedure described herein; or (iii) the Grievance Committee based its determination on a misinterpretation of the Governing Documents.

(ii) The Board may, on its own motion, review any action, ruling or decision of the Grievance Committee and a vote of a majority of the fully authorized membership of the Board may modify or reverse any action, ruling or decision in accordance with Article XII, Section 1(c) of the Amended By-Laws.

b. Appeals petitions must be legibly written and be submitted to the Board in substantially the following form:

"(I/We), hereby petition the Board of Directors to hear an appeal of the decision of Grievance Committee (Application) (Case) No. \_\_\_\_\_. (I/We) further understand that within the Association the decision of the Board of Directors on this issue is final."

c. Notice of Hearing shall be as in Section II.C.6 of this procedure except that it is served by the Board of Directors.

d. All of the rights and procedures enabled in Section II.C.6 of this procedure (The Hearing) shall apply to appeals considered by the Board with the substitution of the words "Board of Directors" wherever the words "Grievance Committee" appears.

e. A final decision of the Board must be taken within sixty (60) days of receipt of Appeal. The Board must take action in closed session at one of its regularly scheduled meetings or at a special meeting scheduled for such purpose. The Board may uphold the Grievance Committee's decision in its entirety, modify, or reverse such decision.

#### **D. Other Matters**

##### **1. Constraints on the Grievance Committee and the Board of Directors as a Hearing Panel.**

It shall be incumbent upon each member of the Grievance Committee or the Board of Directors (in the case of hearing an appeal) to make a determination as to whether that member is able to function in a disinterested and objective manner in consideration of the case before it. Any member incapable of such objective consideration of the case shall disclose such to the other members and shall become inactive during the proceedings and have it so recorded in the minutes. Any member of the Grievance Committee or the Board of Directors has the right to challenge any other member who is unable to function on a Hearing Panel in a disinterested and objective manner. No member of a Hearing Panel shall participate in any proceeding if he (a) is by blood or marriage related to any party to the proceeding or to any attorney appearing in the proceeding on behalf of a party; (b) has a direct financial interest in the proceeding; (c) is involved in the dispute before the Grievance Committee; or (d) feels he is personally involved and unable to act in a non-biased manner. If one or more members are ineligible to participate in a Hearing according to a-d above, the number of remaining members participating in the Hearing shall not be less than three (3) for the Grievance Committee and not less than the majority of the Board members for hearing an appeal.

Prior to a Hearing by the Grievance Committee, the Respondent may challenge any member of the Grievance Committee for cause. In the event of such a challenge, the Board of Directors shall meet within fifteen (15) days to determine the sufficiency of the challenge. If the Board sustains the challenge, the Board shall at that time appoint a replacement for the challenged member from the pool of Committee alternates. All decisions of the Board in this regard shall be final.

**2. Further Action/Alternative Dispute Resolution.**

A Unit owner is encouraged to pursue all available remedies of the Association, as prescribed by these procedures, before resorting to a court of law. A Unit owner may also request alternative dispute resolution (ADR) and the Association, through the Board of Directors, will provide ADR, pursuant to Article XXI of the Amended By-Laws, as required by law, as an alternative to litigation.

**3. Emergencies.**

In the event of an emergency, special emergency procedures will apply and will supercede the procedures established in this Resolution if a Director determines, in the exercise of its reasonable discretion, that a Violation constitutes a possible danger to health, safety or property. In such a case, the Director may dispense with the procedures set forth in Section II above and may notify the alleged violator to cease and desist immediately under penalty of fine and/or other sanctions. If the Violation is not stopped immediately, the Director may take whatever action they deem appropriate to immediately remediate the dangerous condition (including, but not limited to, immediate suspension of the use of Association facilities). The Director may seek any appropriate police, fire or other municipal action or court order against the alleged violator.

In addition to the foregoing, the Association may charge any expenses or fines to, or impose any sanctions on, the alleged violator provided the procedures established in this Resolution are followed.

**4. Interpretive Ruling.**

Purpose of Rulings. Ruling of the Grievance Committee may serve to: (1) clarify the intent of provisions of the Governing Documents, (2) decide whether any provisions are inconsistent with other provisions of the Governing Documents, or (3) decide whether or not a rule or regulation was duly adopted. The purpose is not to amend, expand or limit the provisions of the Governing Documents, although the Committee may, in the statements accompanying the ruling, propose such amendments, expansions or limits.

Any Association member, the Board, or member of the Board of Directors, may petition the Grievance Committee for an interpretive ruling by filing a written petition to the Committee at the Association's property management office clearly stating the issue in question.

A ruling must be submitted to the Board of Directors by the Committee within forty-five (45) days of such request, and the Board will have sixty (60) days from its receipt to reject such ruling. If it is not rejected, the ruling shall become final.

#### **5. Fines and Penalties.**

Subject to the provisions of these procedures, the Grievance Committee is authorized in the case of a decision to (1) impose an obligation for the Unit owner to pay damages or other expenses caused by the Violations, (2) impose non-monetary penalties and other sanctions, including suspension of the right to use the Association's facilities by the Unit owner, his family, guests and lessees, and (3) impose fines not to exceed \$50 per day/occurrence for any one Violation, and not to exceed the maximum amount permitted by law for any one Violation. The Grievance Committee, in the exercise of its reasonable discretion, may recommend a higher or lower fine (within the limits established in this section) for a particular Violation if it believes the circumstances surrounding the Violation warrant a departure.

### **III. CONSTRUCTION**

This resolution shall be effective as of the date it is adopted by the Board of Directors.

This resolution replaces any prior resolutions governing the Grievance Committee and the Procedure for Violations or other disputes.

The Grievance Committee or the Board of Directors, as appropriate, may determine the specific manner in which the provisions of this resolution are to be implemented, provided that due process is protected.

Any inadvertent omission or failure to conduct a proceeding in exact conformity with this resolution shall not invalidate the results of such proceedings, so long as a prudent and reasonable attempt has been made to assure substantial compliance with the general steps set forth herein.

This resolution is intended to be gender neutral. Consequently, pronouns and terms used in this resolution will be substituted with the appropriate feminine pronoun and terms (and vice-versa) as the context indicates.

**IV. NOTICE AND RECORDING**

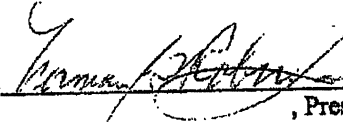
The Board of Directors is directed to distribute a copy of this resolution to every Unit Owner. The Association also directs its legal counsel to arrange for recordation of a copy of this resolution with the Middlesex County Clerk's Office.

The Middlesex County Clerk is authorized, requested and directed to note a reference to this resolution in the margin of the Master Deed (and/or any other appropriate place).

**ATTEST:**

**CLEARBROOK CONDOMINIUM  
ASSOCIATION NO. 4**

  
\_\_\_\_\_  
, Secretary

By:   
\_\_\_\_\_  
, President