

Prepared by:

RONALD L. PERL, ESQ.

**ADDENDUM TO MASTER DEED AND BY-LAWS OF THE  
CLEARBROOK SECTION 6 CONDOMINIUM ASSOCIATION, INC.**

**THIS ADDENDUM** to the Master Deed and By-Laws is made this 19<sup>th</sup> day of August, 2019, by the Clearbrook Section 6 Condominium Association, Inc., a New Jersey nonprofit corporation, located in the Township of Monroe, County of Middlesex and State of New Jersey (hereinafter referred to as "the Association").

The Association does hereby add the following resolution as an addendum to the Master Deed and By-Laws recorded in the Office of the Middlesex County Clerk on October 28, 1975 in Deed Book 2910 at Page 252 et seq. This Addendum shall supersede any previously adopted regulations with regard to insurance deductibles.

**Record and Return:**

Ronald L. Perl, Esq.

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**CLEARBROOK SECTION 6 CONDOMINIUM ASSOCIATION, INC.**

**RESOLUTION REGARDING INSURANCE DEDUCTIBLES**

**WHEREAS**, Article III Section 1 of the By-Laws state that “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; and

**WHEREAS**, Article III Section 1 (l) of the by-laws changes the Board of Directors with various responsibilities in connection with insurance, including the duty to adjust losses; and

**WHEREAS**, the Board of Directors has determined that a policy is necessary relative to the allocation of insurance deductible when losses occur to both the common elements and unit elements;

**NOW, THEREFORE BE IT RESOLVED**, by the Board that the following procedures are hereby adopted:

1. If damage is sustained to a portion of a building that constitutes a common element as set forth more specifically in the Master Deed, then the Association will be responsible for absorbing any insurance deductible, which shall then be considered a common expense, unless such damage is the result of a unit owner’s negligence, neglect or carelessness or that of his/her family, tenants, employees, contractors or agents.

2. If damage is sustained to a portion of the building that constitutes solely part of the unit, then the unit owner will be responsible for absorbing the insurance deductible connected therewith. This means that the unit owner will receive insurance proceeds from the Association to the extent that the approved loss exceeds the deductible.

3. If damage is sustained to a portion of the building that includes both common

elements and part of the unit and/or multiple units, then insurance proceeds will be distributed to or amongst the Association and unit owner(s) in proportion to their respective share of the total amount approved by the insurance unless such damage is the result of a unit owner's negligence, neglect or carelessness or that of his/her family, tenants, employees, contractors or agents.

**Example:**

Total amount of the covered loss approved by the insurance company:	\$10,000
Amount of approved common element Damage:	\$ 3,000
Amount of approved damage to unit A:	\$ 2,000
Amount of approved damage to unit B:	\$ 5,000

If the deductible is \$2,500, then the total net proceeds received from the insurance company will be \$7,500. The Association will receive three-tenths (.3) of the \$7,500, Unit Owner A will receive two-tenths (.2) and Unit Owner B will receive five-tenths (.5) of the net proceeds

4. Notwithstanding any other provision of this Resolution, any insurance deductible that is incurred in an effort to maintain, repair or replace any portion of the Condominium which is damaged by the negligence, neglect or carelessness of any unit owner or his/her family, tenants, employees, contractors or agents shall be the sole responsibility of that unit owner.

5. Notwithstanding any other provision of this Resolution, the Association may exercise all rights and remedies available to it at law, in equity and, and/or pursuant to the Master Deed and By-Laws.

6. Any provision contained in any previously adopted resolution of the Association which conflicts with any provision set forth herein, shall be deemed void and the provision contained herein shall govern.

I hereby certify that the foregoing was duly adopted at a regular meeting of the Board of Trustees of the Clearbrook Section 6 Condominium Association, Inc., held this 19<sup>th</sup> day of August, 2019.

ATTESTED:

**CLEARBROOK SECTION 6  
CONDOMINIUM ASSOCIATION, INC.**

*Bernice Fitzgerald*  
Secretary

*Michael Lynde*  
President

ACKNOWLEDGMENT

STATE OF NEW JERSEY :

: SS

COUNTY OF MIDDLESEX :

I certify that on August 19<sup>th</sup>, 2019, Bernice Fitzgerald personally came before me and acknowledged under oath, to my satisfaction, that he/she is the Secretary of the Clearbrook Section 6 Condominium Association, is the attesting witness to the signing of this document by the proper corporate officer who is STANLEY KOLDOZIEVSKI the President of the corporation; This document was signed and delivered by the corporation as its voluntary act duly authorized by a proper Resolution; he/she knows the proper seal of the corporation which was affixed to this document; and he/she signed this proof to attest to the truth of these facts.

Bernice Fitzgerald  
, Secretary

Subscribed and sworn to,  
before me, this 19<sup>th</sup> day  
of August, 2019.

Mary Hathaway  
A Notary Public of New Jersey  
My Commission Expires: \_\_\_\_\_

**MARY HATHAWAY**  
**NOTARY PUBLIC OF NEW JERSEY**  
**MY COMMISSION EXPIRES MAR. 22, 2022**