

THE ENCLAVE AT EDISON CONDOMINIUM ASSOCIATION, INC.
REGULATION ESTABLISHING DISPUTE RESOLUTION PROCEDURES

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WHEREAS, Article V Section I(1), of the By-laws of the Enclave of Edison Condominium Association authorizes the Board of Trustees to do everything necessary and proper for the sound management of the condominium including enforcement of the restrictions and rules and regulations of the Association; and

WHEREAS, the New Jersey Condominium Act requires the Association to make available an alternative mechanism other than litigation for resolving disputes; and

WHEREAS, it is the intent of the Board of Trustees to establish procedures for dispute resolution and rules enforcement consistent with the principles of fairness;

NOW, THEREFORE, BE IT RESOLVED that the following Regulation be adopted to provide for fair process:

1. COVENANTS COMMITTEE

A. There is hereby established a Covenants Committee, consisting of three (3) permanent residents appointed by the Board. The Covenants Committee shall have such power and authority to hear and determine disputes between unit owners and claims of violations of the Association restrictions and rules and regulations pursuant to the procedures set forth herein. No officer of the Association nor member of the Board may serve on the Covenants Committee.

B. The Board also may appoint up to two (2) alternates who shall serve on the Covenants Committee when a member is not available or is disqualified. Alternates shall serve on a rotating basis.

C. The president of the Association shall appoint one of three (3) Committee members as chairperson.

D. Members and alternates shall serve for terms of one year, but maybe reappointed.



E. In the event of a vacancy, the president shall appoint a replacement and may appoint an alternate to the position of member. Such appointment shall be for the balance of the of the vacated term.

F. A quorum for hearings shall be two (2) members and/or alternates.

11. **PROCEDURES TO RESOLVE DISPUTES AND VIOLATIONS OF ASSOCIATION DOCUMENTS**

A. **Informal Actions.** Before any formal process is initiated against an owner to enforce compliance with the Association's documents, an informal request may, but need not, be made by any unit owner, officer, or agent of the Association to that owner to cease or correct the act or omission which appears to be in violation of the Association documents. A copy of the request should be sent to the Covenants Committee

B. **Written Complaint.** If informal action is not taken or proves unsuccessful, any unit owner, officer, director, or agent of the Association may file a written Complaint with the Covenants Committee, through the Management Company, or other agent designated by the Board. The Complaint must contain the name and address of the complainant, must set forth in clear and concise language the acts or omissions with which the respondent is charged, must be as specific as possible as to times, dates, places, and persons involved, and must be signed by the complainant. The Complaint also should specify the provisions of the Association documents or regulations which the respondent is alleged to have violated. No Complaint shall be acted upon until and unless it complies with these requirements.

C. **Preliminary Investigation.** Upon receipt of a written Complaint, the Covenants Committee may request the Managing Agent or a member of the Covenants Committee to make a preliminary investigation and promptly report to the Covenants Committee. If a resolution of the alleged violation has been reached, the Covenants Committee will request that the Complaint be withdrawn.



D. **Service of the Complaint.** The Covenants Committee, through management, will serve a copy of the Complaint, which may be in the form of a letter, on the respondent at least 10 days prior to any hearing on the matter before the Covenants Committee. Service shall be either (1) by personal service or (2) simultaneously by regular first class mail and also by registered or certified mail, return receipt requested, addressed to respondent at the address appearing on the books of the Association. Service by mail will be deemed effective on the date the return receipt is signed or three (3) days after posting in a regular depository of the United States mail, whichever is earlier, unless the materials are returned as undeliverable. The Complaint must be served along with a Notice of Hearing. The Covenants Committee may take no action unless the respondent has been served as provided in this paragraph.

E. **Contents of the Complaint.** The Complaint to respondent, which can be combined with the Notice of Hearing from the Covenants Committee, must contain in clear and concise language the specific allegations of acts or omissions with which respondent is charged, setting forth the times, dates, places, and persons involved, and the specific provisions of the Association Documents or regulations which respondent is alleged to have violated. It should also request the respondent to cease and desist the alleged violation.

F. **Contents of the Notice of Hearing.** The Notice of Hearing, which may be combined with the Complaint, must set forth the time, place, and date of hearing. It must contain a statement that the respondent: may be present at the hearing; may, but need not, be represented by counsel; may present any relevant evidence; shall be given full opportunity to cross-examine all witnesses testifying against the respondent; and is entitled to request the attendance of witnesses and the production of books, documents, or other items by applying to the Board of Trustees or the managing agent of the Association.

The Notice must also advise the respondent to answer the allegations in the

Complaint at least five (5) days before the hearing either by filing a written answer, or by



notifying the Covenants Committee in writing that respondent will appear at the hearing, and that failure to answer or notify in writing in advance of the hearing will be deemed a default.

G. **Amended or Supplemental Complaints.** At any time prior to the hearing date, the Covenants Committee may file or permit filing of an Amended or Supplemental Complaint. All parties must be notified in the same manner as notified of the original Complaint, and a new hearing date set on or after ten(10) days after the new notice. If new charges are presented, the respondent may file a Supplemental Answer in the manner set forth in paragraph F.

H. **Discovery.** At any time after service of the Complaint and prior to the date for hearing, either party may request the Board of Trustees or the Managing Agent to provide the names and addresses of witnesses to be called, and copies of any statements, writings, and investigative reports to be introduced at the hearing. The Board or Managing Agent shall provide these materials within a reasonable time after the request and before the scheduled hearing date.

1. **Challenges to the Covenants Committee.** Each member of the Covenants Committee must be able to perform in a disinterested and objective manner in consideration of the case before the Committee, or must disqualify himself and have it so recorded in the minutes. Any member of the Covenants Committee may be challenged by any other member or by the complainant or the respondent for cause. It is not sufficient cause that a member of the Covenants Committee is related by blood or marriage to a member of the Board. The challenge shall be decided by the remaining members of the Covenants Committee, provided that no member of the Committee making such a challenge shall be permitted to participate in the decision other than to set forth their reasons for such challenge. All decisions of the Covenants Committee in this regard are final.

J. **Default by Failure to Answer.** The respondent must answer the allegations in the Complaint at least five (5) days before the scheduled hearing

on the matter either by filing a written Answer or by notifying the Covenants Committee in



writing that respondent will appear at the hearing. Failure to answer or notify the Covenants Committee in advance of the hearing will be deemed a default. In the event of a default, the Covenants Committee will render its decision on the allegations in the complaint and on the facts and evidence submitted to it.

K. **The Hearing.**

1. The Covenants Committee will select a person to preside over the hearing. It is the duty of the presiding officer to explain the rules and procedures by which the hearing is to be conducted and to conduct the hearing. Generally, any relevant evidence may be admitted. The Committee chairman should serve as the presiding officer, in his/her absence any other member or alternate may preside, or Counsel for the Association may be present at the hearings to render legal advice to the Committee and may serve as presiding officer but shall have no vote in rendering a decision.

2. At the request of either complainant or respondent, or on its own motion, the Covenants Committee may conduct the hearing in private session.

3. Each party has the right to:

- a. make a statement;
- b. introduce evidence, testimony, and witnesses;
- c. cross-examine opposing parties and
- d. rebut evidence and testimony.

4. Technical rules of evidence or procedures may be relaxed by the presiding officer who, nevertheless, may reserve the right to exclude all irrelevant, immaterial, or repetitious evidence. The presiding officer also has the discretion to impose reasonable limits on the time allowed to testify and the number of witnesses.

5. If the complainant or a necessary witness to the violation does not appear at the hearing, the Complaint may be dismissed by the Committee. Any Complaint so dismissed by the Covenants Committee may be re-instated only where the



complainant can demonstrate good cause for his or her failure or the witness' failure to appear at the hearing.

6. Oral evidence may be taken only on oath or affirmation administered by the presiding officer.

7. Whenever the Covenants Committee has commenced to hear a matter, and a member or members withdraws before a decision is rendered, the remaining members or member will continue to hear the case and render a decision even if a quorum is no longer present.

L. **Decisions.** After a hearing on any matter, the Covenants Committee must issue a written decision on the matter within ten (10) days. To be effective, a decision of the Covenants Committee must be by a majority vote of those participating in the decision. The decision shall set forth findings of fact, conclusions, and any disciplinary sanctions imposed. Copies of the decision must be delivered to the parties by personal service or regular mail promptly after the decision is issued.

M. **Penalties.** Disciplinary sanctions imposed by the Covenants Committee may include: 1) the imposition of a fine in accordance with the Association's governing documents and any resolutions adopted by the Board relating to fines; and/or 2) the suspension of respondent's right to vote or use the recreational facilities until the infraction is corrected. For a continuing infraction, including non-payment of any assessment or fine after it becomes delinquent, an additional fine and/or suspension may be imposed for as long as the violation continues. A summary of the decision may also be published in an Association Newsletter.

N. The decision of the Covenants Committee shall be a final decision, subject only to review and enforcement by a court of law, except that where one party to the dispute is the Association, the other party may appeal the Committee's decision to the Board of Trustees by filing a written notice of appeal with the Board, within five (5) days after receipt of the decision. In the event of such appeal, the Board shall consider the



matter and render a written decision within 10 days after receipt of the request. The Board's decision shall be based upon the written decision of the Covenants Committee, but the Board may invite the appellant to address it.

III. MEDIATION

A. At any time before a decision is rendered by the Covenants Committee, any party (including the Association) may request mediation, whereby the parties to the dispute shall meet with a mediator in an attempt to reach a negotiated resolution of the dispute. Mediation shall proceed only if all parties agree to mediation.

B. The mediator shall be a neutral, independent third party with knowledge of community association law and/or management. A member of the Covenants Committee or another resident of the community trained by the Association attorney or through provisions made by the Board for such training may serve as a mediator. No board member may serve as mediator.

C. The mediator may be paid for by the Association as a common expense and shall be arranged for by the Association attorney or manager.

D. It is intended that if mediation conducted for a reasonable period of time, determined in the discretion of the mediator, fails to result in a negotiated resolution of the dispute, the mediator may terminate the mediation so that the parties may commence or resume the Covenants Committee hearing process.

IV. CONSTRUCTION

A. The intent of this regulation is to provide fundamental fairness to parties to a dispute through the following rights:

1. Complainant will be given a fair opportunity to present his or her complaint and proofs.
2. Respondent will be notified of the charges.
3. Respondent will have an opportunity to be heard at a hearing at which witnesses may appear and may be cross-examined and at which evidence may be



introduced.

4. Basic principles of fairness will govern.

B. Any inadvertent omission or failure to follow the procedures in this Regulation will not invalidate the results of any decision or ruling, as long as a prudent and reasonable attempt was made to assure the above basic rights.

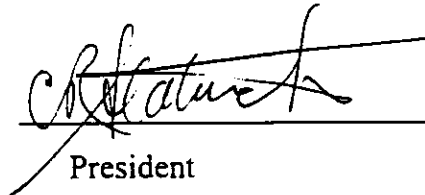
C. Any provision of this Regulation notwithstanding, participation in any process set forth in this Regulation shall not be a prerequisite to or serve as a bar upon any party to initiate litigation over issues pertaining to housing related disputes within the Condominium community, although the Association may not institute litigation, except in an emergency, without first providing to the unit owner(s) involved an opportunity for Alternative Dispute Resolution as set forth in this Regulation.

This resolution was passed by the Board of Directors, of The Enclave At Edison Conominium Association, Incorporated, this 10 day of September, 1997.

ATTEST:



Secretary



President



STATE OF NEW JERSEY :

SS:

COUNTY OF MIDDLESEX:

BE IT REMEMBERED that on this 10 day of September, 1997
before me, the subscriber, personally appeared Roberta Prout, who being
by me duly sworn on his/her oath, deposed and made proof to my satisfaction that (1)
he/she is the Secretary of the ENCLAVE AT EDISON CONDOMINIUM
ASSOCIATION, the corporation named in the within instrument, (2) Robert Statwick
_____ is the President of said corporation, (3) the execution, as well as the making
of this instrument, has been duly authorized by a proper resolution of the Board of
Directors of the said corporation, (4) he/she knows the corporate seal which was affixed
to this addendum, and (5) this addendum was signed by the President as his/her
voluntary act and as a deed of the corporation, in the presence of Secretary who subscribed
his/her name as attesting witness.

Roberta Prout
_____, Secretary

Sworn to and Subscribed
before me this 10 day
of September 1997

Ginger D. Pitaccio
GINGER D. PITACCIO
A Notary Public of New Jersey
My Commission Expires August 11, 1998

Record and Return:

HILL WALLACK Attention: Terry A. Kessler, Esq.
202 Carnegie Center
CN 5226
Princeton, New Jersey 08543-5226

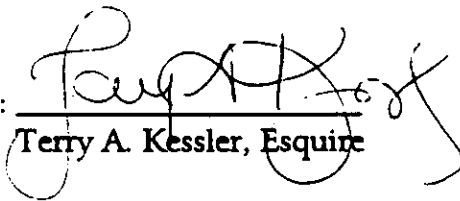


**ADDENDUM TO THE MASTER DEED AND BY-LAWS
OF ENCLAVE AT EDISON CONDOMINIUM ASSOCIATION**

THIS ADDENDUM to the Master Deed and By-Laws is made this ____ day of _____, 1998 by the Enclave at Edison Condominium Association, a New Jersey non-profit corporation, having its offices c/o Avitt Management, 160 Liberty Street, 3C, Post Office Box 4457, Metuchen, New Jersey 08840-4457 (hereinafter referred to as the "Association").

The Association does hereby add the following regulation regarding alternative dispute resolution procedures as an addendum to its Master Deed and By-Laws recorded in the Clerk's Office of Middlesex County on October 17, 1988, in Deed Book 3737 at Page 437.

Prepared By:


Terry A. Kessler, Esquire

Record and Return:
Terry A. Kessler, Esq.
HILL WALLACK
202 Carnegie Center
CN 5226
Princeton, NJ 08543-5226



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THE ENCLAVE AT EDISON CONDOMINIUM ASSOCIATION, INC.
REGULATION ESTABLISHING DISPUTE RESOLUTION PROCEDURES

WHEREAS, Article V Section I(1), of the By-laws of the Enclave of Edison Condominium Association authorizes the Board of Trustees to do everything necessary and proper for the sound management of the condominium including enforcement of the restrictions and rules and regulations of the Association; and

WHEREAS, the New Jersey Condominium Act requires the Association to make available an alternative mechanism other than litigation for resolving disputes; and

WHEREAS, it is the intent of the Board of Trustees to establish procedures for dispute resolution and rules enforcement consistent with the principles of fairness;

NOW, THEREFORE, BE IT RESOLVED that the following Regulation be adopted to provide for fair process:

1. **COVENANTS COMMITTEE**

A. There is hereby established a Covenants Committee, consisting of three (3) permanent residents appointed by the Board. The Covenants Committee shall have such power and authority to hear and determine disputes between unit owners and claims of violations of the Association restrictions and rules and regulations pursuant to the procedures set forth herein. No officer of the Association nor member of the Board may serve on the Covenants Committee.

B. The Board also may appoint up to two (2) alternates who shall serve on the Covenants Committee when a member is not available or is disqualified. Alternates shall serve on a rotating basis.

C. The president of the Association shall appoint one of three (3) Committee members as chairperson.

D. Members and alternates shall serve for terms of one year, but maybe reappointed.



E. In the event of a vacancy, the president shall appoint a replacement and may appoint an alternate to the position of member. Such appointment shall be for the balance of the of the vacated term.

F. A quorum for hearings shall be two (2) members and/or alternates.

11. **PROCEDURES TO RESOLVE DISPUTES AND VIOLATIONS OF ASSOCIATION DOCUMENTS**

A. **Informal Actions.** Before any formal process is initiated against an owner to enforce compliance with the Association's documents, an informal request may, but need not, be made by any unit owner, officer, or agent of the Association to that owner to cease or correct the act or omission which appears to be in violation of the Association documents. A copy of the request should be sent to the Covenants Committee

B. **Written Complaint.** If informal action is not taken or proves unsuccessful, any unit owner, officer, director, or agent of the Association may file a written Complaint with the Covenants Committee, through the Management Company, or other agent designated by the Board. The Complaint must contain the name and address of the complainant, must set forth in clear and concise language the acts or omissions with which the respondent is charged, must be as specific as possible as to times, dates, places, and persons involved, and must be signed by the complainant. The Complaint also should specify the provisions of the Association documents or regulations which the respondent is alleged to have violated. No Complaint shall be acted upon until and unless it complies with these requirements.

C. **Preliminary Investigation.** Upon receipt of a written Complaint, the Covenants Committee may request the Managing Agent or a member of the Covenants Committee to make a preliminary investigation and promptly report to the Covenants Committee. If a resolution of the alleged violation has been reached, the Covenants Committee will request that the Complaint be withdrawn.



D. **Service of the Complaint.** The Covenants Committee, through management, will serve a copy of the Complaint, which may be in the form of a letter, on the respondent at least 10 days prior to any hearing on the matter before the Covenants Committee. Service shall be either (1) by personal service or (2) simultaneously by regular first class mail and also by registered or certified mail, return receipt requested, addressed to respondent at the address appearing on the books of the Association. Service by mail will be deemed effective on the date the return receipt is signed or three (3) days after posting in a regular depository of the United States mail, whichever is earlier, unless the materials are returned as undeliverable. The Complaint must be served along with a Notice of Hearing. The Covenants Committee may take no action unless the respondent has been served as provided in this paragraph.

E. **Contents of the Complaint.** The Complaint to respondent, which can be combined with the Notice of Hearing from the Covenants Committee, must contain in clear and concise language the specific allegations of acts or omissions with which respondent is charged, setting forth the times, dates, places, and persons involved, and the specific provisions of the Association Documents or regulations which respondent is alleged to have violated. It should also request the respondent to cease and desist the alleged violation.

F. **Contents of the Notice of Hearing.** The Notice of Hearing, which may be combined with the Complaint, must set forth the time, place, and date of hearing. It must contain a statement that the respondent: may be present at the hearing; may, but need not, be represented by counsel; may present any relevant evidence; shall be given full opportunity to cross-examine all witnesses testifying against the respondent; and is entitled to request the attendance of witnesses and the production of books, documents, or other items by applying to the Board of Trustees or the managing agent of the Association.

The Notice must also advise the respondent to answer the allegations in the

Complaint at least five (5) days before the hearing either by filing a written answer, or by



notifying the Covenants Committee in writing that respondent will appear at the hearing, and that failure to answer or notify in writing in advance of the hearing will be deemed a default.

G. **Amended or Supplemental Complaints.** At any time prior to the hearing date, the Covenants Committee may file or permit filing of an Amended or Supplemental Complaint. All parties must be notified in the same manner as notified of the original Complaint, and a new hearing date set on or after ten(10) days after the new notice. If new charges are presented, the respondent may file a Supplemental Answer in the manner set forth in paragraph F.

H. **Discovery.** At any time after service of the Complaint and prior to the date for hearing, either party may request the Board of Trustees or the Managing Agent to provide the names and addresses of witnesses to be called, and copies of any statements, writings, and investigative reports to be introduced at the hearing. The Board or Managing Agent shall provide these materials within a reasonable time after the request and before the scheduled hearing date.

I. **Challenges to the Covenants Committee.** Each member of the Covenants Committee must be able to perform in a disinterested and objective manner in consideration of the case before the Committee, or must disqualify himself and have it so recorded in the minutes. Any member of the Covenants Committee may be challenged by any other member or by the complainant or the respondent for cause. It is not sufficient cause that a member of the Covenants Committee is related by blood or marriage to a member of the Board. The challenge shall be decided by the remaining members of the Covenants Committee, provided that no member of the Committee making such a challenge shall be permitted to participate in the decision other than to set forth their reasons for such challenge. All decisions of the Covenants Committee in this regard are final.

J. **Default by Failure to Answer.** The respondent must answer the allegations in the Complaint at least five (5) days before the scheduled hearing

on the matter either by filing a written Answer or by notifying the Covenants Committee in



writing that respondent will appear at the hearing. Failure to answer or notify the Covenants Committee in advance of the hearing will be deemed a default. In the event of a default, the Covenants Committee will render its decision on the allegations in the complaint and on the facts and evidence submitted to it.

K. The Hearing.

1. The Covenants Committee will select a person to preside over the hearing. It is the duty of the presiding officer to explain the rules and procedures by which the hearing is to be conducted and to conduct the hearing. Generally, any relevant evidence may be admitted. The Committee chairman should serve as the presiding officer, in his/her absence any other member or alternate may preside, or Counsel for the Association may be present at the hearings to render legal advice to the Committee and may serve as presiding officer but shall have no vote in rendering a decision.

2. At the request of either complainant or respondent, or on its own motion, the Covenants Committee may conduct the hearing in private session.

3. Each party has the right to:

- a. make a statement;
- b. introduce evidence, testimony, and witnesses;
- c. cross-examine opposing parties and
- d. rebut evidence and testimony.

4. Technical rules of evidence or procedures may be relaxed by the presiding officer who, nevertheless, may reserve the right to exclude all irrelevant, immaterial, or repetitious evidence. The presiding officer also has the discretion to impose reasonable limits on the time allowed to testify and the number of witnesses.

5. If the complainant or a necessary witness to the violation does not appear at the hearing, the Complaint may be dismissed by the Committee. Any Complaint so dismissed by the Covenants Committee may be re-instated only where the



complainant can demonstrate good cause for his or her failure or the witness' failure to appear at the hearing.

6. Oral evidence may be taken only on oath or affirmation administered by the presiding officer.

7. Whenever the Covenants Committee has commenced to hear a matter, and a member or members withdraws before a decision is rendered, the remaining members or member will continue to hear the case and render a decision even if a quorum is no longer present.

L. **Decisions.** After a hearing on any matter, the Covenants Committee must issue a written decision on the matter within ten (10) days. To be effective, a decision of the Covenants Committee must be by a majority vote of those participating in the decision. The decision shall set forth findings of fact, conclusions, and any disciplinary sanctions imposed. Copies of the decision must be delivered to the parties by personal service or regular mail promptly after the decision is issued.

M. **Penalties.** Disciplinary sanctions imposed by the Covenants Committee may include: 1) the imposition of a fine in accordance with the Association's governing documents and any resolutions adopted by the Board relating to fines; and/or 2) the suspension of respondent's right to vote or use the recreational facilities until the infraction is corrected. For a continuing infraction, including non-payment of any assessment or fine after it becomes delinquent, an additional fine and/or suspension may be imposed for as long as the violation continues. A summary of the decision may also be published in an Association Newsletter.

N. The decision of the Covenants Committee shall be a final decision, subject only to review and enforcement by a court of law, except that where one party to the dispute is the Association, the other party may appeal the Committee's decision to the Board of Trustees by filing a written notice of appeal with the Board, within five (5) days after receipt of the decision. In the event of such appeal, the Board shall consider the



matter and render a written decision within 10 days after receipt of the request. The Board's decision shall be based upon the written decision of the Covenants Committee, but the Board may invite the appellant to address it.

III.. MEDIATION

A. At any time before a decision is rendered by the Covenants Committee, any party (including the Association) may request mediation, whereby the parties to the dispute shall meet with a mediator in an attempt to reach a negotiated resolution of the dispute. Mediation shall proceed only if all parties agree to mediation.

B. The mediator shall be a neutral, independent third party with knowledge of community association law and/or management. A member of the Covenants Committee or another resident of the community trained by the Association attorney or through provisions made by the Board for such training may serve as a mediator. No board member may serve as mediator.

C. The mediator may be paid for by the Association as a common expense and shall be arranged for by the Association attorney or manager.

D. It is intended that if mediation conducted for a reasonable period of time, determined in the discretion of the mediator, fails to result in a negotiated resolution of the dispute, the mediator may terminate the mediation so that the parties may commence or resume the Covenants Committee hearing process.

IV. CONSTRUCTION

A. The intent of this regulation is to provide fundamental fairness to parties to a dispute through the following rights:

1. Complainant will be given a fair opportunity to present his or her complaint and proofs.
2. Respondent will be notified of the charges.
3. Respondent will have an opportunity to be heard at a hearing at which witnesses may appear and may be cross-examined and at which evidence may be



introduced.

4. Basic principles of fairness will govern.

B. Any inadvertent omission or failure to follow the procedures in this Regulation will not invalidate the results of any decision or ruling, as long as a prudent and reasonable attempt was made to assure the above basic rights.

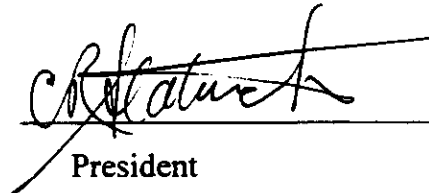
C. Any provision of this Regulation notwithstanding, participation in any process set forth in this Regulation shall not be a prerequisite to or serve as a bar upon any party to initiate litigation over issues pertaining to housing related disputes within the Condominium community, although the Association may not institute litigation, except in an emergency, without first providing to the unit owner(s) involved an opportunity for Alternative Dispute Resolution as set forth in this Regulation.

This resolution was passed by the Board of Directors, of The Enclave At Edison Conominium Association, Incorporated, this 10 day of September, 1997.

ATTEST:



Secretary



President



STATE OF NEW JERSEY :

SS:

COUNTY OF MIDDLESEX:

BE IT REMEMBERED that on this 10 day of September, 1998⁷
 before me, the subscriber, personally appeared Roberta Prucha, who being
 by me duly sworn on his/her oath, deposed and made proof to my satisfaction that (1)
 he/she is the Secretary of the ENCLAVE AT EDISON CONDOMINIUM
 ASSOCIATION, the corporation named in the within instrument, (2) Robert Statut
_____ is the President of said corporation, (3) the execution, as well as the making
 of this instrument, has been duly authorized by a proper resolution of the Board of
 Directors of the said corporation, (4) he/she knows the corporate seal which was affixed
 to this addendum, and (5) this addendum was signed by the President as his/her
 voluntary act and as a deed of the corporation, in the presence of Secretary who subscribed
 his/her name as attesting witness.

Roberta Prucha
 _____, Secretary

Sworn to and Subscribed
 before me this 10 day
 of September 1998⁷

Ginger D. Pitaccio
 GINGER D. PITACCIO
 A Notary Public of New Jersey
 My Commission Expires August 11, 1998

Record and Return:
 HILL WALLACK Attention: Terry A. Kessler, Esq.
 202 Carnegie Center
 CN 5226
 Princeton, New Jersey 08543-5226

RETURN TO →



ADDENDUM TO THE MASTER DEED AND BY-LAWS
OF ENCLAVE AT EDISON CONDOMINIUM ASSOCIATION

THIS ADDENDUM to the Master Deed and By-Laws is made this ____ day of _____, 1998 by the Enclave at Edison Condominium Association, a New Jersey non-profit corporation, having its offices c/o Avitt Management, 160 Liberty Street, 3C, Post Office Box 4457, Metuchen, New Jersey 08840-4457 (hereinafter referred to as the "Association").

The Association does hereby add the following regulation regarding alternative dispute resolution procedures as an addendum to its Master Deed and By-Laws recorded in the Clerk's Office of Middlesex County on October 17, 1988, in Deed Book 3737 at Page 437.

Prepared By: _____
Terry A. Kessler, Esquire

Record and Return:
Terry A. Kessler, Esq.
HILL WALLACK
202 Carnegie Center
CN 5226
Princeton, NJ 08543-5226

REC'D
↑

END OF DOCUMENT



ENCLAVE AT EDISON CONDOMINIUM ASSOCIATION, INC.

RESOLUTION REGARDING ELECTION PROCEDURES

WHEREAS, pursuant to Article V, Section 1 of the By-laws the Board shall have all those powers to do anything and everything necessary for the sound management of the Condominium: and

WHEREAS, the Board desires to establish efficient and uniform procedures for the election of directors.

NOW THEREFORE be it resolved that all nominations for candidates for the Board of Directors must be submitted in advance to the Association's managing agent. Nominations from the floor at the election shall not be accepted and write-in votes for directors shall not be permitted, except in such case as the number of candidates nominated shall be insufficient to fill all seats open for election.

This resolution is adopted this 12th Day of February, 1997 by the Board of Directors of the Enclave at Edison Condominium Association, Inc.

Roberta P. ...
Secretary

... ..
President





The Enclave at Edison C.A., Inc.

Property Managed By
Avitt Management Associates, Inc.
P.O. Box 4457
Metuchen, NJ 08840-4457
Phone (908) 321-0888 • Fax (908) 321-1664

September 16, 1996

Terry Kessler, Esq.
PERL, KARPOFF & KESSLER
201 Omni Drive
Somerville, New Jersey 08876

Re: The Enclave at Edison
Amendments to Master Deed and By-laws

Dear Terry:

Enclosed please find a copy of the results of the September 11, 1996 election. Please note there were two (2) amendments from the floor which are also attached.

Please also note that the membership broke out certain sections and voted on them individually, specifically, Master Deed #2, (a and b) together; (c) separately; and, 3(a) split.

Please review the enclosed and prepare the appropriate documents to be recorded with the municipality. We wish to forward a mailing to all homeowners by the end of the month.

Thank you and if you should have any questions regarding the above, please do not hesitate to contact our office.

Very truly yours,

LISA VITIELLO, CPA
for The Board of Directors

LV/max
enclosure
cc: Board of Directors



OFFICIAL PROXY/BALLOT FOR

ENCLAVE AT EDISON CONDOMINIUM ASSOCIATION

FOR THE SPECIAL MEETING OF THE MEMBERSHIP OF SEPTEMBER 11,
1996, FOR CHANGES TO THE MASTER DEED AND BY-LAWS.

MASTER DEED

1. Shall Article 12c be amended to include, at the end, "without the written permission of the Board."

66 Yes No

PASSED AS AMENDED

AS AMENDED SEE ATTACHED FROM THE FLOOR

2. Shall Article 12d be amended to:

54

a) delete "no visitor may bring any animal onto the property including into a unit." and

b) replace sentence two with "visitors may bring domestic pets onto the property however, the resident being visited shall assume full responsibility for same, as if the animal was owned by the resident."

Yes 54 No

c) delete "one dog and cat is permitted per unit." and replace with "no more than two dogs or two cats are permitted per unit, without the express written consent of the Board."

71

PASSED AS AMENDED

d) Add "no pet may be allowed to run free or may be tied in any manner on any common or limited common area without the supervision of its owner."

AS AMENDED FROM THE FLOOR, SEE ATTACHED

63 Yes No



5. Shall Article 12r be amended to delete "water beds of any type shall not be permitted" and add "water beds of such size and type whose weight may cause damage to any structure may not be permitted."

67 Yes _____ No

6. Shall Article 12 be amended to delete sentence two and add in its place "that the Board shall further have the right to levy fines for violations of the Master Deed, the By-Laws and any other regulations, provided that the fine be appropriate to the offense, administered fairly among all residents, and in no case exceed the amount of fine permitted by the Laws of the State of New Jersey."

55 Yes _____ No

AMENDMENT TO BY-LAWS

BY-LAWS

1. Shall Article IV, Section 3A be amended to add "if at any subsequent election it is determined that the terms of more then three Board Members shall expire on the same day, then at the next meeting of the members held for the purpose of electing directors, the two candidates receiving the greatest number of votes shall be elected to a term of three years and the other candidates elected for a period of two years."

62 Yes _____ No



5. Shall Article XIII, Section 2 be amended to delete the first sentence up until the word "however" and add in its place that, "The Board shall have the right to levy fines for violations of the Master Deed, the By-Laws and any other regulations, provided that the fine be appropriate to the offense, administered fairly among all residents and in no case exceed the amount of fine permitted by the laws of the State of New Jersey,..."

58 Yes _____ No

* * * * *

A UNIT OWNER OF RECORD MUST SIGN BELOW:

Date: _____

Unit Owner

Address _____



AMENDMENTS TO MASTER DEED FROM THE FLOOR

1. Article 12c shall be amended as follows: THE HANGING OF
PLANTS & FLOWERS IN POTS
SHALL BE PERMITTED ON TERRACES.

2. Article 12d shall be amended as follows:

a) _____

b) _____

c) ^{UNIT} ANY ~~UNIT~~ OCCUPANCY TWO DOGS OR TWO
CATS ON SEPT 11, 1996 SHALL

NOT BE IN VIOLATION OF THIS PROHIBITION
HOWEVER ~~IF ONE ANNUAL EXPIRES~~ IF ONE ANNUAL EXPIRES, IT CAN NOT BE
RELEAS

d) _____

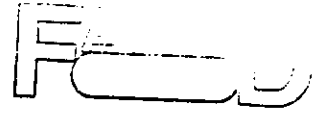
3. Article 12e shall be amended as follows:

a) _____





THE ENLAVE AT EDISON CONDOMINIUM ASSOCIATION INCORPORATED



Resolution of The Board Of Directors

Whereas it is the legal and moral responsibility of the Board Of Directors of this Association to provide for the enforcement of the Rules and Regulations, as well as the Master Deed the Board of Directors hereby resolves as follows:

1. All Unit Owners are hereby given approval to place upon the Limited Common Areas adjacent to his/her unit the following, and it shall be deemed that unit owners have received prior approval, as provided for in Section 12, item K, for the following:
 - A. Two flower pots, white or terra-cotta in color, in the area of the units front door.
 - B. A Door Mat immediately in front of the units front door.
 - C. A decorative or seasonal wreath upon the front door of the unit.
 - D. A small religious item customary to individual religion of the unit owner on the front doorjamb.
 - E. A remote garage door opener affixed to the side of the garage door.
 - F. Belgian Blocks of a size and color similar to that of the curbing along front paths between pathways and mulch beds. (Note: no blocks may abut grass areas)
 - G. Low voltage lights not higher to 18" may place along walkways of "C" units to provide for safety and security.
 - H. One flower pot not larger the 24" in height may be placed between garage doors. (Where driveways are shared between two units, both unit owners must be in agreement for same)
 - I. One white wrought iron chair (single in size for A & B units, double for C units may be placed in the area of a units front door.
 - J. Unit owners may plant annual flowers within the fence line at the rear of the unit in mulch areas.
 - K. The Board has approved the extension of patios, the planting of shrubberies etc. within the rear fence line of each unit, subject however, to prior approval by the landscape committee.
 - L. Owners of "C" units may place decorative house numbers adjacent to the front door made of Brass and no large than 4" in height.
2. It is further resolved that any unit owner in violation of any rule, regulation or restriction shall become immediately subject to fines and any other sanctions provided by the Master Deed and By-laws
Units found to be in violation will receive a citation detailing the violation and the amount of fine. Fines shall be in the amount of \$25.00 per day for each day a unit owner remains in noncompliance.



- 3. Citations may only issued by members of the Board, or Parking Committee in the case of parking violations. Unit Owners may contact any Board Member if they believe a violation has occurred, and the Board Member will determine if a citation will be issued.
- 4. Board Members or members of the Parking Committee will immediately issue a parking citation to any unit owner if it determined that either the unit owner or a guest of the unit owner are in violation of parking regulations. Where the identity of an illegally parked car cannot be determined, the Board Member or parking committee member may place a warning sticker on the drivers side window. In the event of repeated violations of parking regulations by the same car the Board Member or parking committee member may have the car towed from the property of the Enclave, with the expense of such towing borne by the car owner as provided by State Law.
- 5. Fines levied by citation are considered the same as Common Expense assessments and are due and payable the first of the month following the imposition of said fine and are subject to late fees, and collection thereof may be enforced by the Board in the same manner as the Board is entitled to enforce the collection of common expenses, as provided in the Master Deed.
- 6. It is the responsibility of all unit owners to maintain the lights in the front of each unit. Unit owners will however be allowed not more than 3 days to replace burned out light bulbs before being subject to penalty for noncompliance.
- 7. The Board in recognition of each unit owners right to due process, will provide said unit owner the right to a hearing Any unit owner receiving a citation shall have seven days to notify any member of the Board of his/her desire for such a hearing in writing. Any unit owner found at hearing not to be in violation will have any fine paid refunded.
- 8. This resolution shall take effect upon appoval of the Board and shall be distributed by mail to each current and future unit owner.

Approved by the Board Of Directors of The Enclave at Edison Condominium Association on this

22 day of JANUARY 19 96



Secretary

