

Prepared By:

*[Handwritten Signature]*  
TERRY A. KESSLER, ESQ.

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

THIS AMENDMENT to the Master Deed and By-Laws is made this 13<sup>th</sup> day of November, 1996 by the Enclave at Edison Condominium Association, a New Jersey non-profit corporation, located in the Township of Edison, Middlesex County, New Jersey (hereinafter referred to as the "Association").

The Association at a meeting duly called pursuant to the Master Deed and By-laws on September 11, 1996 voted to amend certain sections of the Master Deed and By-Laws. Therefore, the Association does hereby amend its Master Deed and By-laws recorded in the Office of the Middlesex County Clerk in Deed Book 3737, at Page 437, on October 17, 1988 as follows:

RETURN TO

BK 4374 PG 375

Record and Return:

Perl, Karpoff & Kessler, P.C.  
201 Omni Drive  
Somerville, NJ 08876

RECEIVED/RECORDED  
MIDDLESEX COUNTY 12/05/96 118042  
CONSIDERATION \$ .00 TAX \$ .00  
DEED REC. FEE \$30.00  
INSTRUMENT DEED 17592 NAME AK

BK 4374 PG 375

## AMENDMENTS TO THE MASTER DEED

The following Articles have been amended and shall be replaced with the following:

### 12. RESTRICTIONS

- a) no change
- b) no change
- c) No clothes poles, clothes trees or lines shall be installed or maintained. No clothes, sheets, blankets or laundry or any kind or other articles or plants or other hanging items, objects or devices shall be allowed to hang on or out or be attached to the outside of windows or window sills or exterior of any Building, including, but not limited to, railings or fences or in any parking areas. The hanging of plants and flowers in pots shall be permitted on fences.
- d) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Property. No visitor may bring any animal onto the property, including into a Unit. Notwithstanding the foregoing, one dog or cat is permitted per Unit, provided that such dog or cat is not kept, bred or maintained for any commercial purpose, is housed within the Unit, and when not in the Unit, is kept on a leash, and is otherwise kept in accordance with all applicable Rules and Regulations. No outside dog pens, runs or yards shall be permitted. Any unit owning two dogs or two cats on September 11, 1996 shall not be in violation of this prohibition however, if one animal expires, it can not be replaced. No pet is allowed to run free or can be tied in any

manner on any common or limited common area without the supervision of its owner.

e) No trailer, tractor, truck (commercial or unregistered), mobile home, recreation vehicles, boat, boat trailer or the like shall be stored or housed or parked on the Property, except that this restriction shall not apply to trucks and equipment stored on the Property by the Sponsor, the Association and/or management agent for use in maintaining the Property on any portion thereof. Unregistered, uninspected or other vehicles prohibited from use on the public streets shall not be parked, stored or otherwise kept on any common or limited common area. Sport utility vehicles shall be considered the same as an automobile. Repairing of cars anywhere on the property is prohibited. Washing and cleaning of permitted vehicles may be allowed subject to such regulations for same as may be deemed appropriate by the Board.

f) no change

g) no change

h) no change

i) No awnings, grills, balcony enclosures, fence, canopies, shutters, or external or visible radio, television or any type of communication aerial or antenna or cable of any sort shall be installed or affixed on or about the exterior of any building constructed or erected on the Property, or elsewhere on such Property. Without the prior written consent of the board. The Board may not withhold consent when such prohibit may be in conflict with any state or Federal Law or Regulation. No storage of any materials or personalty shall be permitted on front porches, patios, Limited Common Elements and

General Common Elements, on the Property, except that on the patios, Unit Owners may maintain chairs, tables and barbecues for recreational use on the patios. Such chairs, tables and barbecues shall mean outdoor casual furniture intended for summer use. Barbecues when used must be minimum of 5' away from the side of the Building and may be stored next to the building when cooled. Notwithstanding anything to the contrary, owners who have fireplaces may store firewood only in one metal hoop designed for that purpose.

j - q) no change

r) Nothing shall be done to any Unit or on or in the Common Elements which will impair the structural integrity of any Building or which will structurally change any Building. Water beds of such size and type whose weight may cause damage to any structure shall not be permitted. No Unit Owner (other than the Sponsor) may make any structural additions, alterations, or improvements in or to his Unit or in or to the Common Elements, without the prior written approval of the Board or impair any easement without the prior written consent of the Board. The Board shall have the obligation to answer any written request received by it from a Unit Owners for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit or on Common Elements within forty-five (45) days after receipt of such request, and failure to do so within the stipulated time shall constitute a denial of the proposal. Any application to any municipal authority for a permit to make an addition, alteration or improvement in or to any Unit must be approved by the Board and, if approved, shall

be executed by the Board and then be submitted by the Unit Owner. Such approval, however, shall not incur any liability on the part of the Association to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The Unit Owner shall furnish the Association with a copy of any such permit which he has procured. The provisions of this subparagraph shall not apply to Units owned by the Sponsor until such Units have been initially sold and conveyed.

The remainder of the Master Deed remains unchanged.

### AMENDMENT TO BY-LAWS

#### ARTICLE IV - BOARD OF DIRECTORS

##### Section 3. Election and Term of Office.

a) *The following shall be added to the end of this paragraph:* If at any subsequent election it is determined that the terms of more than 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.

b) The Directors shall hold office until their respective successors have been duly elected and qualified, or until removed in the manner elsewhere provided. At each election every member entitled to vote may cast one vote for each candidate of the member's choice up to the number of directors to be elected.

c) In the event of a tie vote in the election of directors, for the final seat to be filled, the Board shall be expanded to six (6) members and the candidates receiving the tie votes shall both be deemed elected for a period of two years. At the expiration of their term the board shall revert back to five members.

d) No person shall be permitted to serve as a Board Member during such time as his or her membership in the Association has been suspended for failure to pay assessments and/or fines or for any other reason provided for by the Master Deed and/or By-Laws, nor shall a suspended member be permitted to stand for election during this period of suspension.

Section 4. No change

#### ARTICLE XIII - ENFORCEMENT

Section 1. No change

Section 2. Fines. The Board shall have the right to levy fines for violation(s) 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, however, that for each day a violation continues after notice it shall be considered a separate violation. Collection of the fines may be enforced against any Unit Owner(s) involved as if the fines were a Common Expense owed by the particular Unit Owner(s). Notwithstanding the foregoing, before any fine is imposed by the Board, the Unit Owner involved shall be given at least ten (10) days prior written notice and afforded an opportunity to be

heard, with or without counsel, with respect to the violation(s) asserted.

STATE OF NEW JERSEY :

SS

COUNTY OF MIDDLESEX :

I certify that on November 13, 1996, Robert Prosser, personally came before me and this person acknowledged under oath, to my satisfaction, that he/she is the Secretary of Enclave at Edison Condominium Association and is the attesting witness to the signing of this document by the proper corporate officer who is, Robert Slaburk, the President of the corporation; This document was signed and delivered by the corporation as its voluntary act duly authorized by a proper Resolution of its Board of Directors; This person knows the proper seal of the corporation which was affixed to this document; and this person signed this proof to attest to the truth of these facts.

Robert Prosser  
, Secretary

Subscribed and sworn to,  
before me, this 13 day  
of November, 1996.

[Signature]  
A Notary Public of New Jersey  
My Commission Expires: \_\_\_\_\_

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

C:\OFFICE\WPWIN\WPDOCS\RESOLUTION\MEM6273.1Q21096

BK 4374 PG 381

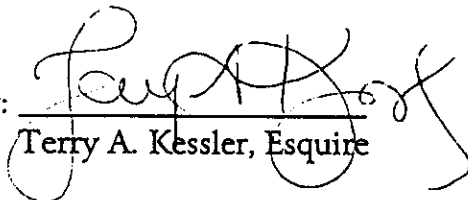
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ADDENDUM TO THE MASTER DEED AND BY-LAWS  
OF ENCLAVE AT EDISON CONDOMINIUM ASSOCIATION

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