

PUBLIC OFFERING STATEMENT

Filed by

EDISON GLEN ASSOCIATES, a New Jersey Partnership
900 Woodbridge Center Drive,
Woodbridge, New Jersey 07095
for

315 condominium units located on U.S. Highway Route #1, in the Township of Edison pursuant to the requirements of the Planned Real Estate Development Full Disclosure Act (N.J.S.A. 45:22A-21 et seq.) and subchapter 4 of the Regulations promulgated thereunder (N.J.A.C. 5:26-1.1 et seq.)

Designated as

EDISON GLEN CONDOMINIUM

NOTICE TO PURCHASERS

THIS PUBLIC OFFERING STATEMENT IS FOR INFORMATIONAL PURPOSES ONLY. PURCHASERS SHOULD ASCERTAIN FOR THEMSELVES THAT THE PROPERTY OFFERED MEETS THEIR PERSONAL REQUIREMENTS. THE NEW JERSEY DIVISION OF HOUSING AND DEVELOPMENT HAS NEITHER APPROVED NOR DISAPPROVED THE MERITS OF THIS OFFERING.

YOU HAVE THE RIGHT TO CANCEL ANY CONTRACT OR AGREEMENT FOR THE PURCHASE OF ANY LOT, PARCEL, UNIT OR INTEREST IN THIS DEVELOPMENT, WITHOUT CAUSE, BY SENDING OR DELIVERING WRITTEN NOTICE OF CANCELLATION TO THE DEVELOPER OR HIS AGENT BY MIDNIGHT OF THE SEVENTH CALENDAR DAY FOLLOWING THE DAY ON WHICH THE CONTRACT OR AGREEMENT IS EXECUTED AND ALL MONIES PAID SHALL BE PROMPTLY REFUNDED.

BE SURE TO READ CAREFULLY ALL DOCUMENTS BEFORE YOU SIGN THEM.

PREPARED BY: **STUART A. HOBERMAN, ESQ.**
WILENTZ, GOLDMAN & SPITZER
A Professional Corporation
900 Route 9, P.O. Box 10
Woodbridge, New Jersey 07095
201/636-8000

Effective Date of Statement: **DECEMBER 23, 1986**

Registration No. **R-1582**

*No. 2000000005
900 6/2/93*

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5. The Manager is and shall have general authority and the powers necessary to carry out the intent of this Agreement and to act therefor on behalf of the Association.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above mentioned.

EDISON GLEN CONDOMINIUM
ASSOCIATION, INC.

By: _____
President

GARDEN APARTMENTS MANAGEMENT,
INC.

By: _____

EDISON GLEN CONDOMINIUM ASSOCIATES, a New Jersey Partnership, herewith presents its Public Offering Statement for condominium ownership of land located on U.S. Highway Route #1, Township of Edison, County of Middlesex, State of New Jersey, and the buildings and other improvements to be constructed thereon. The condominium thus established will be known as EDISON GLEN CONDOMINIUM. This Public Offering Statement is intended only as a summary of the main features proposed by EDISON GLEN CONDOMINIUM and of the legal documents required for the creation of the condominium.

Because of the complexity and interdependence of those legal documents, all of the Developer's sales and other representatives are prohibited from changing any of the terms and conditions hereof or attempting to interpret their legal effect.

You are urged to consult your own counsel in connection with a review of these documents. The Developer's counsel, in turn, will be available to discuss any matter that your counsel may wish to discuss.

NAME AND PRINCIPAL ADDRESS OF THE DEVELOPER

EDISON GLEN ASSOCIATES (hereinafter called the "Developer"), a New Jersey Partnership with its principal office located at 900 Woodbridge Center Drive, Woodbridge, New Jersey 07095, proposes to offer for sale 315 condominium units located in the Township of Edison, County of Middlesex, State of New Jersey, pursuant to the terms of this Public Offering Statement. A copy of the financial statement of the Developer is available for inspection at the job site.

INTEREST BEING OFFERED

The purchaser of a condominium unit acquires exclusive ownership of one unit, including a specified undivided interest in the land, buildings and other improvements (common elements, limited common elements and facilities) in the condominium. Each unit owner will be obligated to pay for the maintenance costs of his unit and his proportionate share of the common expenses for the common elements of the condominium. Each unit owner will own his unit in a manner similar in most respects to the manner in which a private homeowner owns his own house. He will own the unit in fee simple, and be entitled to its exclusive possession. Each owner, in common with the owners of all other units in the condominium, will own all parts of the property in fee (excluding the actual units), the exterior walls and roofs of the units, and all surrounding areas. Each owner may decorate the interior of his unit in any way he desires. Generally, the units consist of the interior space only and the common elements and limited common elements consist of all other parts of the property.

Unit owners have a right to the use and enjoyment of the common elements in common with all other unit owners, but have no right to the exclusive use of any part of the common elements, cannot divide or partition them and cannot convey them separately from the units themselves. However, the unit owners

do have the right to exclusive use of the limited common elements, such as the patios.

Each owner may mortgage his unit with its appurtenant interest in the common elements, in such amount and on such terms as he chooses and as may be available to him. No unit is subject to the lien of any mortgages placed by any other owner on other units. Each unit may also be subject to a lien for any unpaid common charges attributable to that unit. An owner may sell his unit subject only to zoning and deed restrictions limiting the use of the unit to single-family residential purposes. A unit, including its appurtenant interest in the common elements, will, like a private home, be taxed as a private tax lot for real estate tax purposes. No owner will be responsible for the payment of taxes on units other than his own. Under present law, as a homeowner, the unit owner may deduct, for income tax purposes, his real estate taxes and the interest paid on his mortgage, if any. The Board of Trustees of the condominium association directly or through the managing agent of the condominium, if any, will assess charges against each owner in proportion to the units respective interest in the common elements, for the maintenance of the common elements and limited common elements, and for the operating costs of the condominium. Each owner will also be responsible for payment of his share of the cost of operating the common facilities. In addition, each owner will be separately billed for all utilities used within his own unit. The water, sewer and electricity charges supplied to the common elements, if any, will be separately billed to the Board of Trustees, to be paid as part of the common charges.

DESCRIPTION OF DEVELOPMENT

The development site is comprised of approximately 21.0268 acres and is located on U.S. Highway Route #1 in the Township of Edison, County of Middlesex, State of New Jersey.

There will be two entrances to the development: an entrance on U.S. Highway Route #1 and an entrance on Main Street.

It is anticipated that the construction of the development will be completed by August 1987 and when completed will consist of 315 condominium apartment units and that the last of the units will be sold by January 1988.

There are six different unit types, described as follows:

The "Ridge" consists of one bedroom and one bathroom; the "Crest" consists of two bedrooms and two bathrooms; the "Brookside" consists of two bedrooms and two bathrooms, and is also available with an extended kitchen area; the "Glen" is a three level unit, consisting of three bedrooms, two and a half bathrooms and a cellar area; and the "Duplex" is two level unit, consisting of three bedrooms and two and a half bathrooms.

The floor plans for each of these five unit types are attached as exhibits to the Master Deed contained herein.

The area to the south of the development is a commercial area; to the north of the development is a Ford Assembly Plant; to the east of the development is currently a residential area; and to the west of the development is a proposed garden apartment site. The entire area surrounding the development is zoned as a Light Industrial area.

COMMUNITY INFORMATION

The development is located within 4 miles of the police station and fire department which will serve the development. The schools which will serve the development are as follows: Public Elementary School - Stalton School located on Plainfield Avenue; Public Junior High School - Thomas Jefferson Jr. High located on Division Street; and the Public High School - Edison High School, located on Boulevard of Eagles. All of the above-named schools are located within the Township of Edison.

The hospitals serving the Edison Glen area are as follows: J.F. Kennedy Medical Center, located on James Street, Edison; Middlesex General Hospital, located on 80 Somerset Street, New Brunswick; St. Peter's Medical Center, located at 254 Easton Avenue, New Brunswick; and Edison Estates Nursing Home, located on Brunswick Avenue, Edison. All of the above mentioned hospitals are located within five miles of the development.

The following is a sample of the places of worship located within the Township of Edison: Church of the Guardian Angels, Community Presbyterian Church, Edison Jewish Community Center, Grace Reformed Church, Mt. Pleasant Church, St. Paul's Lutheran Church, Temple Emanu-El, Wesley United Methodist Church, New Dover United Methodist Church and The Church of Jesus Christ.

The Public Library is located approximately 4 miles from the development.

With regard to utilities, water service will be supplied by Middlesex Water Company and telephone service will be provided by New Jersey Bell Telephone Company. Public Service Electric & Gas Company has advised that electric service will be provided to all units and Elizabethtown Gas Company has advised that gas will be provided to all units. Trash will be collected by Covino's Industrial Disposal Service Inc. and sewer service will be furnished by the Township of Edison. TKR Cable T.V. will supply the cable television to the development.

The following is a description of some of the recreational facilities located within the Township of Edison: Playgrounds - Adams, located on New Dover Road; Edison State, located on Lincoln Highway (U.S. Highway Route # 27); Franklin, located on Woodbridge Avenue; Jefferson, located on Division Street; Menlo Park, located on Calvert Avenue; Roosevelt, located on Roosevelt Park; and Woodland, located on Grove Avenue. Undeveloped Parks - Tingley Lane, located on Tingley Lane; Oak

Tree, located at Oak Tree; Millbrook, located on Campbell Avenue; Central Avenue, located on Central Avenue; and Grove Avenue, located on Grove Avenue. Tennis Court Facilities - Oak Tree, located on Oak Tree Road; Portland Street, located on Portland Street; and Earl Schenck Mairs, located on North Eighth Avenue. Baseball Fields - North Edison Field, located on Lyle Place; North Edison LL, located on Maryland Avenue; Midtown, located on Glenville Road; Edison A.A., located on Jefferson Boulevard; Kilmer, located on Plainfield Avenue; and Angels, located on Kilmer Road. There is a Boat Basin located on Meadow Road.

COMMON FACILITIES

The recreational facilities will consist of a 3000 cubic foot concrete swimming pool (with a depth of 6 1/2 feet) and a 24' x 30' cabana which is constructed in brick veneer, containing a ladies shower and toilet, and a men's shower and toilet. The common facilities will also consist of the interior roadway, landscaped grounds, and parking areas. The anticipated completion date of the swimming pool and cabana is September 1987.

METHOD OF OPERATION AND MANAGEMENT OF COMMON ELEMENTS AND FACILITIES

The common elements and facilities contained in the development shall be administered, supervised and managed by EDISON GLEN CONDOMINIUM ASSOCIATION, INC. a non-profit corporation of the State of New Jersey, presently having its principal office at 900 Woodbridge Center Drive, Woodbridge, New Jersey 07095, which shall act by and on behalf of the owners of the units in accordance with the Condominium Act of the State of New Jersey. Upon becoming an owner of a unit in the development, each owner automatically becomes a member of the EDISON GLEN CONDOMINIUM ASSOCIATION, INC. Attached hereto as Exhibit A is a copy of the Certificate of Incorporation of EDISON GLEN CONDOMINIUM ASSOCIATION, INC.

**CONTROL OF OPERATION AND MANAGEMENT OF
COMMON ELEMENTS AND FACILITIES**
The affairs of EDISON GLEN CONDOMINIUM ASSOCIATION,

INC. will be governed by a Board of Five Trustees. All Trustees, after the initial Board, will be elected to serve for a term of one year.

Control of the operation and maintenance of the common elements and facilities will vest in the Association upon conveyance of the first unit in the development. Pursuant to the terms of the Master Deed, 60 days after conveyance of 25 percent of the units in the development, not less than 25 percent of the members of the Board of Trustees shall be elected by the owners; 60 days after conveyance of 50 percent of the units, not less than 40 percent of the members of the Board of Trustees shall be elected by the owners, and 60 days after conveyance of 75 percent of the units, the Developer's control of the Board of Trustees shall terminate, at which time the owners of the units shall elect the entire Board of Trustees. However, notwithstanding these percentages, the Developer may retain one member of the Board of Trustees so long as there are any units remaining unsold in the regular course of business. Additionally, the Developer may surrender control of the Board of Trustees of the association prior to the time specified above, provided the unit owners agree by a majority vote to assume control.

A copy of the Bylaws of said association, together with its rules and regulations, are attached as exhibits to the Master Deed.

PROPOSED BUDGET AND ANNUAL ASSESSMENT

A copy of the proposed budget for the operation and maintenance of the common elements and facilities based upon full occupancy and specifically stating the amount set aside for replacement and reserves for the common elements is attached hereto as Exhibit B. Based upon the figures contained in the

proposed budget, units in the development will be subject to an initial annual assessment of \$876.00 payable in monthly installments of \$73.00.

MANAGEMENT AND SERVICE CONTRACTS

The Developer intends to enter into a management contract with Garden Apartments Management, Inc. for a fee of \$15,000.00 per annum. A copy of such management agreement is attached hereto as Exhibit F. While the Developer maintains a majority of representation on the Board of Trustees, it shall post a fidelity bond or other guaranty acceptable to the Agency in an amount equal to the annual budget. For the second and succeeding years, the bond or other guaranty shall include accumulated reserves.

MASTER DEED

In accordance with the Provisions of the New Jersey Condominium Act (N.J.S.A. 46:8B-1 et seq.), the Developer shall record a Master Deed in the Office of the Clerk of Middlesex County, which Master Deed includes as exhibits thereto, copies of the Bylaws of the Condominium Association, a metes and bounds description of the property, a copy of the site plan of the development, floor plans for each of the units in the development and a schedule indicating the proportionate undivided interest in the common elements and limited common elements appurtenant to each of the units. The Master Deed and all exhibits thereto are attached hereto as Exhibit C.

RESTRICTIONS OF OCCUPANCY, ALIENATION AND ALTERATION

Unit owners must comply with the terms of the Master Deed and Association Bylaws as well as any rules and regulations which may be adopted by the association pursuant to the terms thereof.

The following is a summary of the restrictions (which do not apply to the Developer) contained in the Master Deed and

Association Bylaws relating to occupancy of the units, the right of alienation and the right of alteration of the units:

No part of the property shall be used by any unit purchaser for other than single-family residential dwellings and the common recreational purposes pertaining thereto. Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance of any other buildings or contents thereof applicable for residential use without the prior written consent of the Board of Trustees. No owner shall permit anything to be done or kept in his unit or in the common elements which will result in the cancellation of insurance on any of the buildings or contents thereof or which would be in violation of any law. No waste shall be committed in any of the common elements.

Unit owners shall not cause or permit anything to be hung or displayed or placed on the outside walls or doors of a building without the consent of the Board of Trustees. No animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or in the common elements. One dog or cat is permitted in each unit provided that they are not kept, bred or maintained for any commercial purpose, and that they are housed within the unit. No outside dog pens or yards shall be permitted. No noxious or offensive activity shall be carried on in any unit, or in the common elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the unit owners or other occupants, or interfere with the rights, comforts or conveniences of other owners. No unit owner shall contract for or perform any maintenance, repair, replacement, alteration or modification of the common elements of any additions thereto. No owner shall take or cause to be taken any action within his unit which would jeopardize the soundness or safety of any part of the condominium

property or impair any easements or right appurtenant therefor or affect the common elements.

No signs shall be permitted on the exterior or interior of any unit, except that the Developer shall have the right to place "For Sale or "For Rent" signs on unsold or unoccupied units. No trailers, boats, or inoperable or unregistered vehicles shall be placed on the common elements by any owner, except that the Developer may maintain a trailer on the common elements during construction and until the last unit is sold. No laundry or other clothes may be hung or displayed outside any unit. The sidewalks, entrances, passages, and courts may not be obstructed or encumbered or used for any purpose, other than ingress and egress to and from the demised premises. No exterior loudspeakers or other than as contained in portable radios or television sets shall be permitted. No unshielded flood lights shall be installed in any exterior area of any unit.

With the exception of the Developer, no business, trade or professions shall be conducted in any unit. No external or visible radio, television or any type of communication aerial shall be installed or affixed on or about the exterior of any building constructed or erected on the property, or elsewhere on such property.

In order to provide an orderly procedure in the case of title transfers, and to assist in the maintenance of current, up-to-date roster of unit owners, the owner of a unit shall give the Secretary of EDISON GLEN CONDOMINIUM ASSOCIATION, INC. timely notice of his intent to list his unit for sale and, upon closing of title shall forthwith notify such Secretary of the names and home addresses of the purchasers. 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 Association. No unit owner or occupant shall

burn, chop or cut anything on, over or above the Common Elements. Unit owners shall not have any right to paint or otherwise decorate or change the appearance of any portion of the exterior of any building. No portion of the Common Elements or other portion of the property thereof shall be used or maintained for the dumping of rubbish or debris. All trash, garbage or other waste shall be deposited by the unit owner in the dumpsters provided which are located near each building. 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 thereof shall be observed. Draperies, blinds, curtains or other window coverings must be installed and/or maintained by each unit owner on all windows of his unit and must be maintained in said windows at all times. These provisions shall not apply to the Developer. The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably intended and suited and which are incident to the use and occupancy of the units.

No unit shall be rented by the owners thereof (except a lender in possession of such unit following a default in a first mortgage, a foreclosure proceeding or any added or other arrangement in lieu of foreclosure) or otherwise utilized for transient or hotel purposes, which shall be defined as "(i) rental for any period less than ninety (90) days; 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," provided, however, that any unit owner, including Developer, may rent a unit for a period of less than ninety (90) days to a contract purchaser. No unit owner may lease less than an entire unit. Other than the foregoing obligations, the unit owners shall have the right to

lease same provided that said lease is in writing and made subject to all provisions of the Master Deed, the Bylaws of the Association and other documents referred to herein, including the right of amendment reserved to the Developer and provided further that any failure of the tenant to fully comply with the provisions of the Master Deed, Bylaws or rules and regulations of the Association, then, in addition to all other remedies which it may have, the Association shall notify the unit owner of such default(s) and demand that the same be cured through the unit owner's efforts within thirty (30) days after such notice. If such default(s) is not cured within said thirty (30) day period, then the unit owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against his tenant on account of such default(s). Such action shall not be compromised or settled without the prior consent of the Association. In the event the unit owner fails to fulfill the foregoing obligation, then the Association shall have the right, but not the duty, to institute and prosecute such actions as attorney-in-fact for the unit owner, at the unit owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be deemed to constitute a lien on the particular unit involved, and collection thereof may be enforced by the Association in the same manner as the Association is entitled to enforce collection of Common Expenses. Until all of the units have been sold in the ordinary course of business, the Developer reserves the right to maintain units for the purpose of sales, management and construction use.

INSTRUMENTS TO BE DELIVERED TO PURCHASERS

To evidence their interest in the development, Purchasers shall receive a Bargain and Sale (covenant against Grantor) Deed to the individual unit. The above mentioned document is attached hereto as Exhibit D.

DOWNPAYMENT AND DEPOSITS

All downpayments or other monies paid by purchasers to the Developer prior to closing will be deposited by the Developer in a separate trust account entitled "EDISON GLEN CONDOMINIUM TRUST ACCOUNT" at the The Trust Company of New Jersey, located in Edison, N.J. The Bank will act as Escrow Agent with respect to these downpayments and deposits. Such monies will remain in the separate trust account until closing of title or termination of the Contract of Sale, or until a bond or other guarantee acceptable to the Agency is provided. However, in no event shall the funds so held in the trust account be released before the expiration of the seven-day rescission period.

ENCUMBRANCES, EASEMENTS AND RESTRICTIONS

As mentioned earlier in this Public Offering Statement, the zoning regulations provide that no portion of the development may be used for other than single family residences. The terms and conditions of the Master Deed and Bylaws of the Association must be considered as restrictions on each condominium unit.

The Developer has obtained construction financing and has granted a mortgage in favor of such construction lender. Such mortgage was filed in the Middlesex County Clerk's Office on April 14, 1986 in Mortgage Book 3194 at Page 782. Upon closing of title to an individual unit, the lien of said mortgage will be released out of the proceeds of sale to that particular unit, including its pertinent interest in the common elements.

The development will also be subject to various easements in favor of utility companies. Such easements are as follows: (1) Deed from Public Service Electric and Gas Company to John J. Anderson dated November 22, 1954 and recorded in Deed Book 1785 page 586 affecting only the easements to U.S. Highway Route # 1; (2) Slope and drainage rights granted to the State of

New Jersey by Deed Book 1010 page 546 affecting only the easements to U.S. Highway Route # 1; (3) Right of way and easement granted to Transcontinental Gas Pipe Line Corporation by John L. Anderson et ux, dated March 13, 1950 and recorded in Deed Book 1487 page 222 affecting the entire tract except Tax Lot 18; (4) Rights of others in and to any streams, brooks, or other water courses bounding or crossing the development, set forth in Deed Book 2029 page 560, Deed Book 2250 page 331 and Deed Book 2439 page 1083 affecting the entire tract; (5) Terms of Grant to Transcontinental Gas Pipe Line Corporation dated June 17, 1952 and recorded in Deed Book 1627 page 529 affecting Tax Lots 17-F, 21-B, 21-C and 21-D; (6) Terms of Agreement between Manor Real Estate Company and The United Jersey Railroad and Canal Company dated February 9, 1956 and recorded in Deed Book 1882 page 267 affecting Tax Lots 17-F, 21-B, 21-C and 21-D; (7) Agreements and terms in Deed Book 2250 page 331 affecting Tax Lot 17-G; (8) Agreements and terms in Deed Book 2439 page 1083 affecting Tax Lots 17-F, 21-B and 21-D; (9) Covenants, restricting use, reservations and terms in Deed Book 1790 page 181 affecting Tax Lots 17-F, 17-G, 21-B and 21-D; (10) Terms contained in grant of easement from Public Service Electric and Gas Company to Manor Real Estate Company as contained in Deed Book 2084 page 259, affecting only Tax Lots 17-F, 21-B and 21-D; (11) Terms of the Agreement made between Manor Real Estate Company and The United Jersey Railroad and Canal Company dated October 9, 1963 and recorded November 15, 1963 in Deed Book 2439 page 1090; (12) Utility easement to Middlesex Water Company in Deed Book 3475 page 187; and (13) Consent to use easement area granted to Transcontinental Gas Pipeline in Deed Book 3505 page 772.

ADVERSE NATURAL FORCES

No portion of the development is regularly or periodically subject to natural forces that would tend to

adversely affect the use or enjoyment of the property, except a part of the development, Building 14, is located within a flood hazard area. Flood insurance is available.

MAN MADE FORCES

No portion of the development is subject to man-made forces that would tend to adversely affect the use or enjoyment of the property. There are no airports, flight paths, or other noisy or polluting industries existing in the area immediately surrounding the development, other than an irregular freight train line and an electrical tower as well as a gas line easement adjoining the property.

EXISTING AND ESTIMATED REAL ESTATE TAXES

The tax rate and the tax ratio per \$100.00 of assessed valuation for the last three years is as follows:

<u>YEAR</u>	<u>TAX RATIO</u>	<u>TAX RATE</u>
1986	76.48%	\$2.62
1985	86.23%	\$2.46
1984	92.87%	\$2.51

The Developer can make no representations as to what the actual real estate taxes for each unit will be. Each prospective purchaser should make independent inquiry with the Tax Assessor of the Township of Edison to ascertain the probable real estate taxes to be assessed against a particular unit.

SPECIAL TAXES AND ASSESSMENTS

The Developer is unaware of any existing or proposed special taxes or assessments which might affect the development. If any special taxes or special assessments are assessed prior to closing, the special tax or special assessment will be the sole responsibility of the Developer. If any special taxes or special assessments are assessed subsequent to closing the special tax or special assessment will be the sole responsibility of the Purchaser.

Developer warrants the following, all as required by the Planned Real Estate Development Full Disclosure Act, N.J.S.A. 45:22A-21 et seq.: The Developer expressly warrants that the units will substantially conform to the models available for inspection and used to induce the purchaser to enter into the contract.

In addition, the Developer expressly warrants that the common facilities will substantially conform to the description contained in the advertising literature. With regard to the common facilities, the Developer warrants the construction of the common facilities for a period of two years from the date of completion of each of the common facilities, and also warrants that the common facilities are fit for their intended use.

The Developer agrees to repair or correct any defect in construction, material or workmanship in the common facilities within a reasonable time after the Developer receives written notification of the defect. Additionally, the Developer warrants the following to be free from defect due to material and workmanship for a period of one year from the date of possession or settlement: outbuildings, driveways, walkways, balconies, retaining walls, and fences, if any. The Developer also warrants that all drainage is proper and adequate and that all off-site improvements, if any, are free from defects for a period of one year from the date of construction. The Developer also warrants that the individual units are fit for their intended use. While the Developer maintains control of the Board of Trustees it shall take no action which adversely affects a homeowner's rights under N.J.A.C. 5:25-5.5. Claims relating to defects in common elements shall be processed in accordance with N.J.A.C. 5:25-5.5.

INSURANCE

Attached hereto as Exhibit E is a letter from J.I. Kislak Agency, Inc., insurance brokers, specifying the hazard and liability insurance to be supplied by the Developer and the

Association when control of the common elements are vested in the Association.

The Developer recommends that unit owners secure a Homeowner's policy protecting them for the value of their personal property, improvements and betterments they may make to the inside of their units, and a general liability policy with limits as they may deem sufficient. This policy should contain a condominium endorsement and a loss assessment endorsement.

FILED

JUN 25 1966

JANE BURGIO
Secretary of State

CERTIFICATE OF INCORPORATION
OF
EDISON GLEN CONDOMINIUM ASSOCIATION, INC.

The Undersigned being over the age of eighteen (18) years, in order to form a corporation pursuant to the provisions of the New Jersey Non-Profit Corporation Act, does hereby certify:

1. the name of the corporation is "EDISON GLEN CONDOMINIUM ASSOCIATION, INC."
2. The purposes for which the corporation is organized are:
 - (a) Administering and maintaining the common areas in EDISON GLEN CONDOMINIUM.
 - (b) Doing all other things required under the Master Deed required to be established in connection with the EDISON GLEN CONDOMINIUM to be located in the Township of Edison, County of Middlesex, as provided for by the laws of the State of New Jersey and the ordinances of the Township of Edison, which Master Deed has been recorded, or is about to be recorded, in the Middlesex county Clerk's Office.
 - (c) The ownership, maintenance and administration of the property in EDISON GLEN CONDOMINIUM shall be in accordance with and subject to the provisions of the statutes of New Jersey, the ordinances of the Township of Edison, the Master Deed heretofore referred to and the Bylaws which shall be inserted in, or appended to, and recorded with the Master Deed hereinbefore referred to, and membership in the corporation and its officers and members shall be subject to and consistent with the said statutes, ordinances, Master Deed and Bylaws.
3. The corporation shall have members and the qualifications for which, and their related rights, shall be as set forth in the Bylaws of the corporation.
4. The method of electing Trustees shall be as set forth in the Bylaws of the corporation.

5. The address of the corporation's initial registered office is 900 Woodbridge Center Drive, Woodbridge, New Jersey 07095, and the name of the corporation's initial registered agent at such address is David Halpern.

6. The affairs of the corporation shall be governed by a Board of Trustees, consisting of five (5) persons, at least one of which shall be a resident of the State of New Jersey. The names and post office addresses of the Trustees constituting the first board are as follows:

Paul Visser
900 Woodbridge Center Drive
Woodbridge, New Jersey 07095

David Halpern
900 Woodbridge Center Drive
Woodbridge, New Jersey 07095

Fred Halpern
900 Woodbridge Center Drive
Woodbridge, New Jersey 07095

Eric Rosenbaum
900 Woodbridge Center Drive
Woodbridge, New Jersey 07095

Josef Paradis
900 Woodbridge Center Drive
Woodbridge, New Jersey 07095

7. The name and address of the incorporator is JOYCE M. YUNCKES, 900 Route 9, Woodbridge, New Jersey 07095.

8. The method of distribution of assets of the corporation upon dissolution shall be as set forth in the Bylaws of the corporation.

9. The corporation shall indemnify every corporate agent as defined in, and to the full extent permitted by Section 15A:3-4 of the New Jersey Non-Profit Corporation Act, and to the full extent otherwise permitted by law.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25th day of June, 1986.


JOYCE M. YUNCKES, Incorporator L.S.

I, The Secretary of State of the State of New Jersey, DO HEREBY CERTIFY that the foregoing is A true copy of CERTIFICATE of *educational* and the endorsements thereon, as the same is taken from and compared with the original filed in my office on the *25th* day of *June* A.D. *1986* and now remaining on file and of record therein.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this *25th* day of *June* A.D. *1986*

James Berger
SECRETARY OF STATE

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EDISON GLEN CONDOMINIUM
HOMEOWNERS' ASSOCIATION

ESTIMATED OPERATING BUDGET
FIRST YEAR OF OPERATIONS,
BASED ON FULL OCCUPANCY



WISS & COMPANY
Certified Public Accountants

Edison Glen Condominium Homeowners' Association
(A Proposed Association)
Edison, New Jersey 08817

We have prepared the accompanying estimated operating budget of Edison Glen Condominium Homeowners' Association for the first year of operations based on the assumptions, estimates and other information furnished by the organizers, as set forth in the notes to the estimated operating budget. Because the estimated operating budget is based on assumptions and estimates of future events, we express no opinion on the accuracy of the estimates or on the resultant estimated operating budget.

The reserve for replacement of common elements and facilities of \$23,900 per annum, as estimated by the organizers, appears to be adequate to cover such costs, based on current market prices. There is no guaranty that the budget will not be increased at a later date due to escalation costs of labor and material.

Wiss & Company
WISS & COMPANY

Livingston, New Jersey
December 8, 1986

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ESTIMATED OPERATING BUDGET
FIRST YEAR OF OPERATIONS

ASSESSMENT INCOME (Note 1)		\$275,940
EXPENSES:		
Payroll and payroll taxes (Note 2)	\$ 21,000	
Insurance (Note 3)	85,000	
Landscaping and maintenance	34,000	
Electric	20,000	
Water and sewer charges (Note 4)	25,200	
Snow removal	7,000	
Scavenger	19,000	
Management fee (Note 5)	15,000	
Professional fees (Note 6)	5,000	
Office expenses	1,840	
Maintenance and supplies (Note 7)	19,000	
Reserve for replacement of common elements and facilities (Note 8)	<u>23,900</u>	
		<u>\$275,940</u>

The foregoing unaudited figures are based upon assumptions, estimates and other information submitted by the organizers - see accompanying letter.



EDGEMONT GLEN CONDOMINIUM HOMEOWNERS' ASSOCIATION

NOTES TO ESTIMATED OPERATING BUDGET

(Unaudited - see accompanying letter)

Note 1 - Assessment Income:

Assessment income is based on full occupancy of the 315 units as follows:

<u>Model Type</u>	<u>Number of Units</u>	<u>Assessment</u>	<u>Per Unit</u>	
			<u>Monthly</u>	<u>Yearly</u>
Duplex	1	\$ 876	\$73	\$876
3 bedroom townhouse	40	35,040	73	876
1 bedroom condominium	70	61,320	73	876
2 bedroom condominium	<u>204</u>	<u>178,704</u>	73	876
	<u>315</u>	<u>\$275,940</u>		

Note 2 - Payroll and Payroll Taxes:

Payroll is based on one maintenance person for \$15,000 and one lifeguard for \$4,000 plus all payroll taxes.

Note 3 - Insurance:

Insurance expense is based upon a quotation obtained from an insurance agency.

Note 4 - Water and Sewer Charges:

The cost of water has been estimated at \$80 per unit per annum.

Note 5 - Management Fee:

It is assumed that Garden Apartment Management Company will be hired for \$15,000 for the year.

Note 6 - Professional Fees:

Professional fees have been estimated at \$5,000 for the year and consist of legal fees and accounting services.

Note 7 - Maintenance and Supplies:

Maintenance and supplies have been estimated at 1986 current costs and include the following:

General maintenance supplies	\$ 10,000
Equipment maintenance, including purchase of a snow-blower	4,000
Pool supplies and maintenance	<u>5,000</u>
	<u>\$ 19,000</u>



EDISON GLEN CONDOMINIUM HOMEOWNERS' ASSOCIATION

NOTES TO ESTIMATED OPERATING BUDGET

(Unaudited - see accompanying letter)

Note B - Reserve for Replacement of Common Elements and Facilities:

It is assumed that upon closing, each unit owner will be assessed \$200 which will be allocated to the Reserve for Replacement of Common Elements and Facilities (The Reserve). The Reserve has been estimated as follows:

		<u>Cost</u>	
	<u>Required</u>	<u>Total</u>	<u>Per Annum</u>
Replacement of building roofs	20 years	\$ 90,000	\$ 4,500
Replacement of building siding	20 years	200,000	10,000
Resurface driveways and parking areas	20 years	100,000	5,000
Pool replacement	20 years	30,000	1,500
Pool cabana	25 years	25,000	1,000
Common area plumbing	20 years	10,000	500
Exterior painting	4 years	12,600	3,150
Masonry repairs	3 years	3,000	1,000
Equipment, including common area electrical equipment	5 years	2,000	400
			<u>27,050</u>
Less: Initial contributions of \$63,000 (\$200 per unit) to the Reserve (equates to \$3,150 per annum)			<u>3,150</u>
			<u>\$ 23,900</u>



EDISON GLEN CONDOMINIUM

MASTER DEED

EDISON GLEN CONDOMINIUM ASSOCIATES, a partnership of the State of New Jersey, having an office at 900 Woodbridge Center Drive, Woodbridge, New Jersey, County of Middlesex, and State of New Jersey, hereinafter referred to as the GRANTOR, does hereby make, declare and publish its intention and desire to submit and does hereby submit the lands and premises owned by it in the Township of Edison, County of Middlesex and State of New Jersey, hereinafter being more particularly described, to the form of ownership known and designated as a CONDOMINIUM as provided by the CONDOMINIUM ACT OF THE STATE OF NEW JERSEY N.J.S.A. 46:8B-1 et seq., for the specific purpose of creating and establishing EDISON GLEN CONDOMINIUM and for the further purpose of defining the plan of Unit Ownership. Said premises shall be held, transferred, sold, conveyed and occupied subject to such restrictive and protective covenants hereinafter set forth for the benefit of said CONDOMINIUM.

(A) The lands and premises owned by the GRANTOR, which are hereby made expressly subject to the provisions of this Deed, are described as follows:

ALL those certain tracts or parcels of land and premises, hereinafter particularly described, situate, lying and being in the Township of Edison, (hereinafter referred to as the "Municipality"), County of Essex and State of New Jersey as set forth in Schedule A hereto and made a part hereof.

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Prepared by:

Stuart A. Hoberman

(B) The GRANTOR has constructed or is about to construct on the parcel of land and premises described as aforesaid, a project known and designated as EDISON GLEN CONDOMINIUM (hereinafter referred to as the "CONDOMINIUM"). The said project consists of 315 units. The word "Unit", when used throughout this Deed, shall be deemed to refer to each of the 315 Units as herein described and as defined in the Condominium Act of the State of New Jersey. The GRANTOR covenants and agrees that those buildings which are not completed at the time of the recording of this Deed shall be deemed in all respects, when completed, to be subject to the provisions of this Deed.

(C) The GRANTOR, in order to implement the CONDOMINIUM plan of ownership for the above-described property, including improvements and prospective improvements, covenants and agrees that it hereby subdivides the above-described realty and all improvements erected and to be erected thereon, into the following Freehold Estates:

(1) 315 separate parcels, being the 315 Units, hereinafter more particularly described and identified on Schedule B annexed hereto and made a part hereof. Schedule B also describes the improvements erected or to be erected thereon, including the common elements and limited common elements. Schedule C attached hereto describes the dimensions of the several Units.

Each of the 315 Units consists of: (a) the volume or cubicals of space enclosed by the unfinished inner surfaces of the exterior and interior dividing walls, ceilings and floors thereof, including vents, doors, windows, basement area and other structural elements that are regarded as enclosures of space; (b) all interior dividing walls and partitions (including the space occupied by such walls or parti-

tions); (c) the direct inner surfaces of such interior walls, floors and ceilings consisting of wallpaper, paint, plaster, carpeting, masonry, tiles and all other finishing materials affixed or installed as a part of the physical structure of the unit and all immediately visible fixtures, mechanical systems and equipment installed for the sole and exclusive use of the Unit, commencing at the point of disconnection from the structural body of the Unit and from the utility lines, pipes or systems servicing the Units. No pipes, wires, conduits or other public utility lines or installation constituting a part of the overall systems designed for the service of any particular multi-unit building, nor any of the structural members or portions of any kind, including fixtures and appliances within the Unit, which is not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building, shall be deemed to be a part of any Unit.

(2) A separate undivided interest in the remaining portions of the lands and premises hereinabove described with all improvements constructed and to be constructed thereon, including all appurtenances thereto, which said remaining portions shall be hereafter known and referred to as "Common Elements". More specifically, the Common Elements include, but shall not be limited to, the following:

- (a) The parcel of land described above;
- (b) The multi-unit buildings described above including the space within each of said buildings not otherwise herein defined as being embraced within the 315 Units, and including improvements, foundations, roofs, floors, ceilings, exterior walls, structural and bearing parts, main walls, dividing walls, slabs,

supports, basements, entrances, exits and other means of access, pipes, wires, conduits, air ducts and public utility lines, including the space actually occupied by the above, excluding any specifically reserved or limited to a particular unit or group of units;

(c) All of the road, parking lots, parking areas, walkways, paths, trees, yards, driveways, shrubs, gardens, landscaping, etc., located on the aforesaid parcel of land, excluding any specifically reserved or limited to a particular unit or group of units;

(d) Portions of the land or any improvement or appurtenance reserved exclusively for the management, operation or maintenance of the Common Elements or of the Condominium property;

(e) Installations of all central services and utilities;

(f) All apparatus and installations existing or intended for Common Elements;

(g) Any improvement constructed or to be constructed on the aforesaid parcel of land, rationally of common use or necessary or convenient to their existence, management or operation, and, in general, all other devices existing for common use.

Initially, the GRANTOR, and thereafter the ASSOCIATION, shall be responsible for maintaining the aforesaid areas referred to as Common Elements, including, but not limited to, maintenance of roads, storm drainage, sanitary sewers and sidewalk areas within the CONDOMINIUM; solid waste removal and

snow removal from the parking lots and roadways within the CONDOMINIUM; seeding, landscaping, painting or exterior walls and exterior trim and lawn maintenance and payment of utility charges servicing the Common Elements.

The Common Elements shall not include any of the 315 Units as hereinabove described and as shown on Schedule B and Schedule C attached hereto, notwithstanding that the multi-unit buildings in which said Units shall be located may not have been constructed at the time of the recording of this Deed, it being the intention of the GRANTOR that the interest in the Common Elements appurtenant to each Unit as same shall be hereinafter defined shall not include any interest whatsoever in any of the other Units or the space within them, whether or not the buildings within which said Units are or shall be located are constructed or are yet to be constructed at the time of the recording of this Deed.

The right of any owner to the use of the Common Elements shall be a right in common with all other Unit owners (except as to limited common elements) to use such Common Elements in accordance with the reasonable purposes for which they are intended without encroaching upon the lawful rights of other Unit owners.

(3) Portions of the Common Elements are hereby set aside and reserved for the use of one or more specified Units to the exclusion of the other Units and such portions shall be known and referred to as "Limited Common Elements". The Limited Common Elements shall include, but shall not be limited to, entryways, common walls, balconies, patios or deck front entrance areas or porches, if any, designated as appurtenant to a specified Unit. Each Unit owner shall be responsible for maintaining, at their individual cost and

expense, all areas designated as Limited Common Elements except, however, structural modifications and structural maintenance of the walls. In particular, each Unit owner shall be responsible for any improvements or maintenance in and to balconies, none of which shall be the responsibility for maintenance by the Association as hereinafter provided. All Limited Common Elements, however, shall comply with all governmental rules and regulations as well as all rules and regulations of the Association as provided herein or as provided in the Bylaws of the Association.

(D) For the purposes of this Deed, the ownership of each Unit shall conclusively be deemed to include the respective undivided interest, as specified and established herein, together with its appurtenant undivided interest in the Common and Limited Common Elements as defined and assigned thereto. It is the intention of the GRANTOR herein to provide that the Common Elements and Limited Common Elements in the CONDOMINIUM shall be owned by the owner or owners of each Unit as tenants-in-common, the undivided interest of each therein being as hereinafter set forth.

For the purpose of further clarifying the stated intent of the GRANTOR, the aforesaid parcel will be owned under the CONDOMINIUM concept, when the title to the aforesaid lands and all of the improvements constructed and to be constructed thereon are held or acquired by two or more persons in any manner whereby each person is vested of: (1) the fee simple ownership of one or more Units; and (2) an undivided interest as tenants-in-common in the correlative Common Elements and Limited Common Elements, all pursuant to the provisions of this plan of ownership, the CONDOMINIUM ACT OF THE STATE OF NEW JERSEY and

the restrictions, covenants, limitations and conditions herein set forth.

(E) The 315 individual Units hereby established and which will be individually conveyed are designated and set forth on Schedule D annexed hereto, each Unit having a percentage of interest as shown on said schedule.

(1) The above percentage of interest in the Common Elements shall also be the percentage appertaining to the several Units in the expenses of, and rights in the said Common Elements. However, each Unit shall be entitled to one vote in the Association. The proportionate representation appertaining to each Unit for voting purposes in the Association of owners shall be one, as more particularly set forth in the Bylaws of EDISON GLEN CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as the "ASSOCIATION"), attached hereto as Schedule E and made a part hereof. The GRANTOR reserves the right, for so long as it shall remain the owner of any of the aforesaid Units, to change the price or value of said Units. However, no change in the price or value of any of the aforesaid Units shall change or otherwise affect the percentage of interest of any of said Units of the Common Elements and/or Limited Common Elements.

(F) The above respective undivided interest in the Common Elements and Limited Common Elements are to be conveyed with the respective Units, and shall have a permanent character and the Grantor, its successors and assigns and Unit owners, their heirs, executors, administrators and assigns, covenant and agree that the undivided interest in the Common Elements and Limited Common Elements and the fee title to the Units conveyed therewith, shall not be separately conveyed, transferred, alienated or encumbered with its respective Unit notwithstanding the description in the instrument of conveyance, transfer,

alienation, or encumbrances may refer only to the fee title to the Unit. The GRANTOR, its successors and assigns, and the Unit owners further covenant and agree that any conveyance, transfer or alienation of any Unit shall be exclusively deemed to include all of the interest of the owner in the ASSOCIATION and encumbrance on any Unit shall also be exclusively deemed to include all of the interest of said owner in the ASSOCIATION.

(G) THE CONDOMINIUM shall be administered, supervised and managed by the ASSOCIATION, a non-profit corporation of the State of New Jersey, presently having its principal office at 900 Woodbridge Center Drive, Woodbridge, New Jersey, which shall act by and on behalf of the owners of the Units in the CONDOMINIUM in accordance with this Deed, the Bylaws of the ASSOCIATION, and in accordance with the CONDOMINIUM ACT OF THE STATE OF NEW JERSEY, its supplements and amendments. The said Bylaws form an integral part of this plan of ownership and this Deed shall be construed in connection with the provisions of said Bylaws pursuant to the CONDOMINIUM ACT OF THE STATE OF NEW JERSEY. The ASSOCIATION, is hereby designated as the form of administration of the CONDOMINIUM and the said ASSOCIATION is hereby vested with the rights, powers, privileges and duties necessary to or incidental to the proper administration and management of the CONDOMINIUM including but not limited to the conduct of all activities of common interest to the Unit owners, the same being more particularly set forth in the Bylaws of the ASSOCIATION. The said ASSOCIATION shall also be empowered, and is hereby empowered, to exercise any of the rights, powers, privileges or duties which may, from time to time, be established by law or which may be delegated to by the owner of Units in the CONDOMINIUM. It shall be an affirmative and perpetual obligation of the Association and its Board of Trustees to fix

Common Expense and Reserve assessments in an amount at least sufficient to maintain the exterior of the aforesaid Buildings and to maintain and operate the other Common Elements, and to provide a reserve for replacement of common elements. The amount of monies for Common Expenses and Reserves of the Association deemed necessary by the Trustees and the manner of expenditure thereof shall be a matter for the sole discretion of the Board.

(H) This Master Deed, and the exhibits attached hereto, may be amended, modified or supplemented from time to time by the affirmative vote of two-thirds of the Unit owners of the Condominium, or by the GRANTOR when required by any governmental authority or the requirements of a lending institution or title company. No such amendment, modification or supplement shall be operative or effective until it is embodied in a recorded instrument which shall be recorded in the Office of the Clerk of Middlesex County in the same manner as the Master Deed. No amendment, modification or supplement shall be contrary or violate any provision of the Condominium Act or any other law of the State of New Jersey. No such amendment shall change a Unit or the effect of the subordination as set forth herein unless the owner of record thereof and the holders of record of any liens thereon shall join in the execution of the amendment or execute a consent thereto with the formalities of a Deed. The GRANTOR reserves the right to modify the unit types to be constructed within the limits set forth in Schedule B. Accordingly, after completion of the CONDOMINIUM, the GRANTOR shall amend this Master Deed to include the actual floor plans for each unit, as constructed.

This Master Deed may not be amended or modified so as to cause the partition or subdivision of any Unit prior to the

receipt by the Association of written approval of the holder of any first mortgage lien on such unit. The GRANTOR shall not be permitted to cast any votes held by it for unsold units for the purpose of amending the Master Deed, Bylaws or any other document for the purpose of changing the permitted use of a unit, or for the purpose of reducing the common elements or facilities.

(I) Notwithstanding any other provision herein set forth, the entire Condominium property or some or all of the Units included therein (together with the undivided interests in Common Elements and Limited Common Elements appurtenant to such units) may be subject to a single or blanket mortgage constituting a valid first lien thereon created by a recorded mortgage executed by all of the owners of the property or Units covered thereby. Any Unit covered by the lien of such mortgage may be sold or otherwise conveyed or transferred subject to such mortgage. Such mortgage may provide a method whereby any Unit owner may obtain a release of his Unit (together with the undivided interest in Common elements and Limited Common Elements appurtenant thereto) from the lien of such mortgage and receive a satisfaction and discharge in recordable form, upon payment to the mortgagee of a sum equal to the proportionate share attributable to his Unit of the then outstanding balance of unpaid principal and accrued interest and any other charges then due and unpaid. Such proportionate share attributable to each Unit shall be the proportion in which all Units then subject to the lien of the mortgage share among themselves in liability for common expenses as provided in this Master Deed or such other reasonable proportion as shall be specifically provided in the mortgage instrument.

**DECLARATION OF RESTRICTIVE AND PROTECTIVE
COVENANTS, AGREEMENTS AND EASEMENT GRANTS**

A. To further implement this plan of ownership, to make feasible the ownership and sale of Units in the CONDOMINIUM, to preserve the character of the community and to make possible the fulfillment of the purposes of living intended, the GRANTOR, its successors and assigns, by reason of this declaration and all future owners of Units in the CONDOMINIUM by their acquisition of title thereto, covenant and agree as follows:

1. That the Common Elements, and the Limited Common Elements shall be owned in common by all of the owners of the Units and no others. The Common Elements shall remain undivided and no Unit owner shall bring any action for partition or division of the whole or any part thereof except as otherwise provided by law or in the Bylaws of the ASSOCIATION.

2. That each Unit shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, devised, inherited, transferred or encumbered along with its percentage in the Common Elements and no part of any Unit shall be conveyed, devised, inherited, transferred or encumbered along with its percentage in the Common Elements and no part of any Unit shall be conveyed, devised, inherited, transferred or encumbered apart from the whole of said unit or its correlative percentage in the Common Elements.

3. That the Unit shall be occupied, within the limitation hereinafter set forth, and used by the respective owners only as a private single-family residential dwelling for the owner, his family, tenants and social guests and for no other purposes except such temporary non-residential uses as may be permitted by the GRANTOR, while the premises are being constructed, developed and sold.

4. That in the event any portion of the Common Elements encroaches on any Unit or vice versa, or in the event that any portion of one Unit encroaches on another Unit, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. In the event that any one or more of the multi-unit buildings is partially or totally destroyed and then rebuilt in substantially the same location, and as a result of such rebuilding, any portion of the Common Elements encroaches upon another Unit, a valid easement for such encroachment and for the maintenance thereof, so long as it stands, shall and does exist.

5. That in interpreting any and all provisions of this Deed, the Schedules attached hereto, subsequent deeds and mortgages to individual Units, the actual location and dimensions of the Units and Common Elements shall be deemed conclusively to be the property intended to be conveyed, reserved and encumbered, notwithstanding any minor deviations, either horizontally or vertically, from the proposed locations or dimensions as intended on Schedule B attached hereto. This covenant is necessary by reason of the fact that this plan of ownership will be implemented prior to the completion of construction of some of the multi-units buildings shown on the proposed location maps.

6. That a valid easement does and shall continue to exist throughout the Common Elements for the purpose of installation, maintenance, repairs and replacement of all sewer, water, power and telephone lines, mains, conduits, wires, poles, transformers and any and all other equipment or machinery necessary or incidental to the proper function of any utility system. In addition, a valid easement is reserved to the GRANTOR to install utilities, utility meters and other facili-

ties necessary for the proper maintenance of the Common Elements within a Unit together with a blanket, perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, across and through the Common Elements to the Municipality, the ASSOCIATION, their respective officers, agents and employees (but not the public in general) and all police, fire and ambulance personnel in the proper performance of their respective duties, (including but not limited to emergency or other necessary repairs to a Unit which the Unit Owner has failed to perform), and for repair and maintenance of the Common Elements. Except in the event of emergencies, the rights accompanying the easements provided for in this subparagraph shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with permission of the Unit Owner(s) directly affected thereby.

7. That each owner of a Unit shall automatically upon becoming an owner of a Unit, be a member of said ASSOCIATION until such time as his ownership ceases for any reason, at which time his membership in said ASSOCIATION shall automatically cease. Other than as an incident to a lawful transfer of title to a unit, membership in the ASSOCIATION shall be non-transferable and any attempt to transfer shall be null and void.

8. That, notwithstanding any provision of the By-laws of the ASSOCIATION, the GRANTOR reserves the right, and shall be entitled, to elect a majority of the Board of Trustees of the ASSOCIATION for so long as the GRANTOR shall be the owner of one or more Units in the CONDOMINIUM, or until three (3) years from the date hereof, whichever is sooner subject, however, to the following limitations:

(a) Sixty days after conveyance of 25% of the lots, parcels, units or interests, not less than 25% of the members of the Board of Trustees shall be elected by owners;

(b) Sixty days after conveyance of 50% of the lots, parcels, units or interests, not less than 40% of the members of the Board of Trustees shall be elected by the owners;

(c) Sixty days after conveyance of 75% of the lots, parcels, units or interests, the grantor's control of the Board of Trustees shall terminate at which time the owners shall elect the entire Board of Trustees.

(d) Notwithstanding a, b, and c above, the Grantor may retain one member of the Board of Trustees so long as there are any units remaining unsold in the regular course of business.

(e) A Grantor may surrender control of the Board of Trustees of the association prior to the time as specified, provided the owners agree by a majority vote to assume control.

(f) The association, when controlled by the owners, shall not take any action that would be detrimental to the sales of units by the developer and shall continue the same level of maintenance, operation and services as immediately prior to their assumption of controls, until the last unit is sold.

9. That the administration of CONDOMINIUM shall be in accordance with the provisions of this Deed, the By-laws, Rules and Regulations of ASSOCIATION, the CONDOMINIUM ACT OF THE STATE OF NEW JERSEY and all other governmental rules, regulations and requirements.

10. That each owner, tenant and occupant of a Unit shall comply with the provisions of this Deed and the By-

laws, Rules and Regulations of ASSOCIATION and failure to comply therewith shall be grounds for an action to recover damages or injunctive relief, such relief being set forth in the By-laws.

11. That the owner of each Unit, other than the GRANTOR, is bound to contribute according to the percentage of his undivided interest in the Common Elements as set forth in the Master Deed toward the expenses of administration and of maintenance, repairs of the Common Elements, which includes snow removal, utility charges, solid waste removal, maintenance of streets, sewers, sidewalks, curbs, etc., the expenses of administering and maintaining the ASSOCIATION and all of its real and personal property in such amounts as shall from time to time be fixed by the Association, including reserves for deferred maintenance (maintenance items that occur less frequently than annually), reserves for replacement and reserves for capital improvements, and to any expenses that shall be lawfully agreed upon. No owner may exempt himself from contributing toward such expenses by waiver of the use or enjoyment of the Common Elements or facilities of the ASSOCIATION or by abandonment of the Units owned by him or otherwise. A Unit owner shall, by accepting a Deed, be conclusively presumed to have agreed to pay his proportionate share of common expenses accruing while he is the owner of a Unit. The GRANTOR'S obligation to pay assessments shall be in conformity with Section 8.6 of the Planned Real Estate Development Full Disclosure Act regulations, according to the benefit derived from the items included in the budget.

12. That all charges, expenses and assessments chargeable to any Unit shall constitute a lien against said Unit in favor of the ASSOCIATION, which lien shall be prior to all other liens except: (1) assessments, liens and charges for

taxes past due and unpaid on the Unit; and (2) bona fide mortgage instruments, duly recorded; and (3) the ASSOCIATION lien shall be recorded in the Clerk's Office of Middlesex County pursuant to the Condominium Act. The charges and expenses represented in the usual monthly maintenance charge shall be effective as a lien against each Unit on the first day of each month; additional or added assessments, charges and expenses any, chargeable to Units and not covered by the usual monthly maintenance charge, shall become effective as a lien against each Unit as of the date when the expense or charge giving rise to such additional or added assessment was incurred by the Association. In the event that the assessment, charge or other expenses giving rise to said lien remains unpaid for more than ten (10) days after the same shall become due and payable, a \$10.00 late charge shall be levied against the unit, and, in the event that the assessment, charge or other expenses giving rise to said lien remains unpaid for more than thirty (30) days after the same shall become due and payable, the lien may be foreclosed by the ASSOCIATION in the manner provided for the foreclosure and sale of real estate mortgages, and, in the event of foreclosure, the ASSOCIATION shall, in addition to the amount due, be entitled to recover reasonable expenses of the action, including costs and attorneys' fees. In addition, such charges and expenses shall bear interest from the due date as set by the ASSOCIATION at such rate not exceeding the legal interest rate as may be established by the ASSOCIATION or, if no rate is established, at the legal rate. The right of the ASSOCIATION to foreclose the lien aforesaid shall be in addition to any other remedy which may be available to it for the collection of such charges and expenses, including the right to proceed personally against any delinquent owner for the recovery of a personal

judgment against him. The title acquired by any purchaser following any such foreclosure sale, shall be subject to all of the provisions of this Deed, the Bylaws, Rules and Regulations of the ASSOCIATION and the CONDOMINIUM ACT OF THE STATE OF NEW JERSEY, and by so acquiring title to the Unit said purchaser covenants and agrees to abide by and be bound thereby. The ASSOCIATION shall have the power to bid on the Unit at foreclosure sale and to acquire, hold, lease, mortgage and convey the same.

13. That upon the sale, conveyance or any lawful transfer of title to a Unit (except a transfer pursuant to a foreclosure of mortgage or assignment of deed in lieu of foreclosure), all unpaid assessments, charges and expenses chargeable to the Unit shall first be paid out of the sales price in preference to any other assessments or charges of whatever nature except: (a) assessments, liens and charges for taxes past due and unpaid on the Unit; and (b) bona fide mortgages, duly recorded.

14. That the acquirer of title to any Unit (except a transfer pursuant to a foreclosure of mortgage) shall be jointly and severally liable, with his predecessor in title, for the amounts owing by the latter to the ASSOCIATION up to and through the date of the transfer of title, without prejudice to the acquirer's right to recover from his predecessor in title the amount paid by him as such joint debtor, but the acquirer shall be exclusively liable for amounts accruing while he is a Unit owner. The ASSOCIATION shall provide for the issuance and issue to every Unit owner or mortgagee, upon his request, a statement or certificate of such amounts due, which statement or certificate shall issue within ten (10) days after receipt of the request therefor. A person other than a Unit owner may rely

upon such statement or certificate and his liability shall be limited to the amounts set forth therein. Liability for the payment of said amount to the ASSOCIATION shall not attach to the purchaser or the Unit following a mortgage foreclosure sale of any Unit, provided the ASSOCIATION has been joined as a party to the foreclosure suit. Such unpaid share shall be deemed to be common expenses collectible from all of the remaining owners, including such acquirer, his successors and assigns.

15. No Unit owner shall contract for or perform any maintenance, repair, replacement, removal, alteration or modification of the Common Elements or any additions thereto, except through the ASSOCIATION and its officers. No Unit owner shall take or cause to be taken any action within his Unit which would jeopardize the soundness or safety of any part of the CONDOMINIUM property or impair any easement or right appurtenant thereto or affect the Common Elements.

16. That each owner tenant or occupant of a Unit may use the Common Elements and Limited Common Elements in accordance with the purposes for which they are intended, without hindering or encroaching upon the lawful rights of other owners, tenants or occupants.

17. That the ASSOCIATION shall have the irrevocable right, to be exercised by the Trustee or an authorized person, to have access to each Unit, on notice, from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units.

18. That Units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined

as (a) rental for any period less than ninety (90) days, or (b) rental if the occupants of the Units are provided customary hotel services such as room service for food and beverages, laundry service, maid service, bellboy service, etc. Other than the foregoing, an Owner shall have the absolute right to lease his Unit, provided that the terms of the lease are subject to the terms and conditions of this Deed, the Bylaws, Rules and Regulations of the ASSOCIATION and the provisions of the CONDOMINIUM ACT OF THE STATE OF NEW JERSEY.

19. (a) That in the event of fire or other disaster or casualty resulting in damage to or destruction of any improvements on the CONDOMINIUM property or any part thereof or to Common Elements of the CONDOMINIUM in an amount less than two-thirds of the value of the CONDOMINIUM, the net proceeds of any insurance carried by the ASSOCIATION shall be made available for the purpose of repair, reconstruction, restoration or replacement. Where the insurance proceeds are insufficient to cover the cost of repair, reconstruction, restoration or replacement, the deficiency shall be paid by all of the owners directly affected by the damage in proportion to the value of their respective Units. If any owner directly affected by the damage shall refuse to make payments, the Board of Trustees shall levy an assessment in an amount proportionate to the value of the Unit affected by the damage, the proceeds of such assessment being paid, together with the insurance proceeds, to the ASSOCIATION for the purpose of recovering the costs of repair, reconstruction, restoration or replacement. In the event any owner shall fail to respond to the assessment by payment thereof within a reasonable time, the amount of said assessment shall constitute a lien against the Unit of such owner, which lien may be enforced and collected in the same manner as any other liens

as hereinabove provided. In the event any insurance proceeds remain after such repair, reconstruction, restoration or replacement, such excess shall be shared by the Unit owners directly affected. The provisions of this last section may be changed by the unanimous resolution of the Unit owners affected after the date upon which the fire or other disaster occurs.

(b) That in the event such insurance proceeds shall be inadequate by a substantial amount to cover the estimated cost of repair, reconstruction, restoration or replacement of an essential improvement or Common Element or if such damage shall constitute substantially total destruction of the CONDOMINIUM property or if 75% of the Unit owners directly affected by such damage, together with all mortgagees holding bona fide first mortgages on the Units directly affected, shall realize upon the salvage value of that portion of the CONDOMINIUM property so damaged or destroyed, either by sale or such other means as the ASSOCIATION may deem advisable, and shall collect any proceeds of any insurance. In the event the owners or mortgagee decide to repair or restore, the payment of the costs thereof shall be in accordance with the preceding paragraph. In the event the election is made to sell, the covenants against partition herein contained shall become null and void and the said owner or owners shall be entitled to convey their interest in the CONDOMINIUM and may invoke relief in a court of competent jurisdiction to compel such sale and partition against those owners who shall have refused to approve such a sale or partition.

All sums received from insurance shall be combined with the proceeds of sale of the CONDOMINIUM, after providing for all necessary costs and expenses, including court costs and reasonable attorneys' fees, in the event of any

litigation necessary to compel any owner to join in a conveyance of his interest in the CONDOMINIUM, distribution of combined funds shall be made to the owners of the Units in the said CONDOMINIUM in accordance with their respective undivided interest in the Common Elements as herein set forth or to mortgagees or other lienholders, as their interest shall appear.

(c) In the event that the Board of Trustees shall deem that the multi-unit buildings in the CONDOMINIUM are obsolete, the Board of Trustees, at a regular or special meeting of the owners, may call for a vote by said owners to determine whether or not the entire CONDOMINIUM should be sold. In the event that all of the Unit owners, with the consent of all bona fide first mortgagees, determine that the premises should be sold, the applicable provisions of sub-section (b) as stated above, shall become effective.

(d) That the ASSOCIATION acting by and on behalf of the owners of the CONDOMINIUM, shall insure the CONDOMINIUM in accordance with the Bylaws of the ASSOCIATION. Nothing contained in this covenant and no provision of the Bylaws shall be deemed to prohibit any owner of a Unit from insuring his Unit for his own account and benefit. No owner shall, however, insure any part of the Common Elements whereby, in the event of loss thereto, the right of the ASSOCIATION to recover the insurance indemnity for such loss in full, shall be diminished or impaired in any way.

(e) In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the institutional holders of first mortgages on the Units in the development shall receive timely written notice of any such damage or destruction.

20. That the Common Elements shall be subject to a valid easement hereby granted to the Municipality, but not to the public in general, to enter upon all roadways, parking areas, sidewalks, driveways and walkways for the purposes of maintaining the safety, welfare, police and fire protection of the citizens of the Municipality, including the residents of the CONDOMINIUM.

21. Nothing shall be done or kept in any Unit or common area which will increase the rate of insurance on any common area or result in the cancellation of any such insurance.

22. (a) If any Unit in the development or any part of the Common Elements shall be taken, injured or destroyed by eminent domain, or is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, each Unit owner shall participate through the Association in any proceeding incident thereto, and the institutional holders of any first mortgage on the Units will be entitled to timely written notice of any such proceeding or proposed acquisition. Any damages shall be for the taking, injury or destruction as a whole and shall be collected by the Association and distributed by the Association among the Unit Owners and/or the holders of the institutional first mortgages in proportion to each Unit Owners undivided interest in such Common Elements except to the extent that the Association deems it appropriate to apply them to the repair, or restoration of any such injury or destruction. However, notwithstanding the above, no Unit owner or other party shall have priority over any institutional holder of a mortgage lien on a Unit with respect to the distribution to such Unit of the proceeds of any award or settlement.

(b) The present title to the premises being the subject hereof and the title to each Unit which shall be hereafter conveyed or acquired in any manner, is hereby expressly declared and made subject to the terms and provisions of this Deed and the acquisition by any person of title to a Unit shall be conclusively deemed to mean that the acquirer approves, adopts and ratifies the provisions of this Deed, the By-laws, Rules and Regulations of the ASSOCIATION and will comply therewith. The covenants, agreements and restrictions set forth herein which shall run with the lands and shall be binding upon all Unit owners, executors, administrators, successors and assigns.

(c) It is the intention of the GRANTOR that the provisions of this Deed are severable so that if any provision, condition, covenant or restriction thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby. In the event that any provision, condition, covenant or restriction thereof is, at the time of the recording of this Deed, void, voidable or unenforceable and contrary to any applicable federal, state or local law, the GRANTOR, its successors and assigns and all persons claiming by, through or under the GRANTOR, covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this Deed, thereby operating to validate the provisions of this Deed which otherwise might be invalid and it is covenanted and agreed that any such amendments or supplements to the said laws shall have the effect at the time of the execution of this Deed.

23. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of

any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

24. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

25. Anything to the contrary herein or in the Articles of Incorporation or Bylaw of the Association notwithstanding, GRANTOR hereby reserves for itself, its successors and assigns, for so long as it owns one or more Units in the Condominium, or for a period of ten (10) years from the date hereof, whichever is later, the right to sell, lease, mortgage or sublease any unsold Units within the Condominium, in the ordinary course of business.

26. Notwithstanding any other provision contained herein or in the Bylaws of the Association which may be contrary hereto, except for the provisions dealing with abandonment or termination of the development in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain, and except as otherwise provided for in the Master Deed with regard to the potential expansion of the condominium development, and in addition to all other requirements contained in said Master Deed, the prior written approval of two-thirds of the institutional holders of first mortgage liens on units in the development will be required prior to the taking of the following action: (a) The abandonment or termination of the condominium development, (b) the effectuation of any decision by the Association to terminate professional management of the development and assume self-management of said development, and (c) any

material amendment to the Master Deed or to the Bylaws of the Association.

27. The following provisions are inserted in this Master Deed for the protection of first mortgagees:

(a) Any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid Association dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee.

(b) Except as provided by statute in case of condemnation or substantial loss to the units and/or common elements of the development, unless at least two-thirds of the first mortgagees (based upon one vote for each first mortgage owned) or owners (other than the Developer) of the individual units have given their proper written approval, the Association shall not be entitled to: (i) by act or omission, seek to abandon or terminate the condominium project; (ii) change the pro rata interest or obligations of any individual condominium unit for the purpose of: levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or determining the pro rata share of ownership of each unit in the common elements; (iii) partition or subdivide any condominium unit; (iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements or limited common elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the development shall not be deemed a transfer within the meaning of this clause); (v) use hazard insurance proceeds for losses to any condominium property (whether to units or common elements)

for other than the repair, replacement or reconstruction of such condominium property.

(c) All taxes, assessments and Association charges which may become liens prior to the first mortgage shall relate only to the individual units and not to the condominium development as a whole.

(d) No condominium unit owner, or any other party, has priority over any rights of the first mortgagee of a condominium unit pursuant to its mortgage in the case of a distribution to such unit owner of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

(e) A first mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by the individual unit owner of any obligation under the Master Deed or Bylaws which is not cured within sixty (60) days.

(f) No agreement for professional management of the condominium development, or any other contract providing for services of the Developer may exceed one (1) year. Any such agreement must provide for termination by either party without cause and without payment for a termination fee on ninety (90) days or less written notice.

28. Nothing herein shall be construed to prohibit the reasonable adaptation of any unit for handicap use.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be signed and witnessed by its proper partners this day of _____, 1986.

EDISON GLEN ASSOCIATES,
a New Jersey Partnership

WITNESS:

BY: _____

BY: _____

DESCRIPTION

"EDISON GLEN"

BEGINNING at a point marked by a pipe in the Southeasterly line of land now or formerly of Public Service Electric and Gas Company, said line is parallel with and distant 150 feet Southeasterly as measured at right angles from the center line of U.S. Highway No. 1, said beginning point being also at the intersection of the said line of land now or formerly of Public Service Electric and Gas Company with the Northeasterly line of land of the United New Jersey Railroad and Canal Company, distant 40 feet Northeasterly and measured radially from the center line of said railroad and Canal Company, known as the Bonhamtown Branch; and running thence from said beginning point:

(1) North 56° 55' 00" East and parallel to U.S. Highway No. 1 along the said Southeasterly line of land now or formerly of Public Service Electric and Gas Company, a distance of 1,117.36 feet to a point and corner, thence:

(2) South 39° 01' 00" East a distance of 123.03 feet to a point and corner, thence:

(3) South 13° 06' 00" West a distance of 145.20 feet to a point and corner, thence:

(4) South 40° 22' 00" East a distance of 91.53 feet to a point and corner, thence:

(5) South 17° 23' 35" East a distance of 641.61 feet to a point and corner, thence:

(6) North 72° 36' 25" East a distance of 324.54 feet to a point in the Southwesterly line of Main Street (formerly known as South Main Street) thence:

it intersects the Southeasterly line of lands now or formerly Public Service Electric and Gas Company, said point being the point and place of beginning.

Said description contains 21.0268 acres.

Said described lands being together with a 40 feet by 100 feet roadway easement Deed Book 2439, Page 1083 as shown and delineated on the within described map.

Said described lands being together with a 50 feet by 100 feet roadway easement Deed Book 2029, Page 560 as shown and delineated on the within described map.

Said described lands being together with a 40 feet by 100 feet roadway easement Deed Book 2250, Page 331 as shown and delineated on the within described map.

Said described lands being together with a 40 feet by 100 feet roadway easement Deed Book 2250, Page 331 as shown and delineated on the within described map.

Said described lands being together with a 307 feet by 90 feet common roadway easement Deed Book 1790, Page 181 as shown and delineated on the within described map.

Said described land subject to a 25 feet wide easement to Trans-Continental Gas Pipeline Corporation Deed Book 1790, Page 181 as shown and delineated on the within described map.

Said described lands being subject to a second easement to Trans-Continental Gas Pipeline Corporation Deed Book 1627, Page 529 as shown and delineated on the within described map.

(7) Along said line of Main Street South $2^{\circ} 54' 30''$ West a distance of 95.96 feet to a point and corner in the Southwesterly line of Main Street, thence:

(8) Continuing along the Southwesterly line of Main Street South $2^{\circ} 59' 07''$ East a distance of 137.47 feet to a point therein, said point being the center line of Mill Brook, thence:

(9) North $75^{\circ} 39' 42''$ West along the center line of Mill Brook a distance of 191.64 to a point and corner in the center line of Mill Brook, thence:

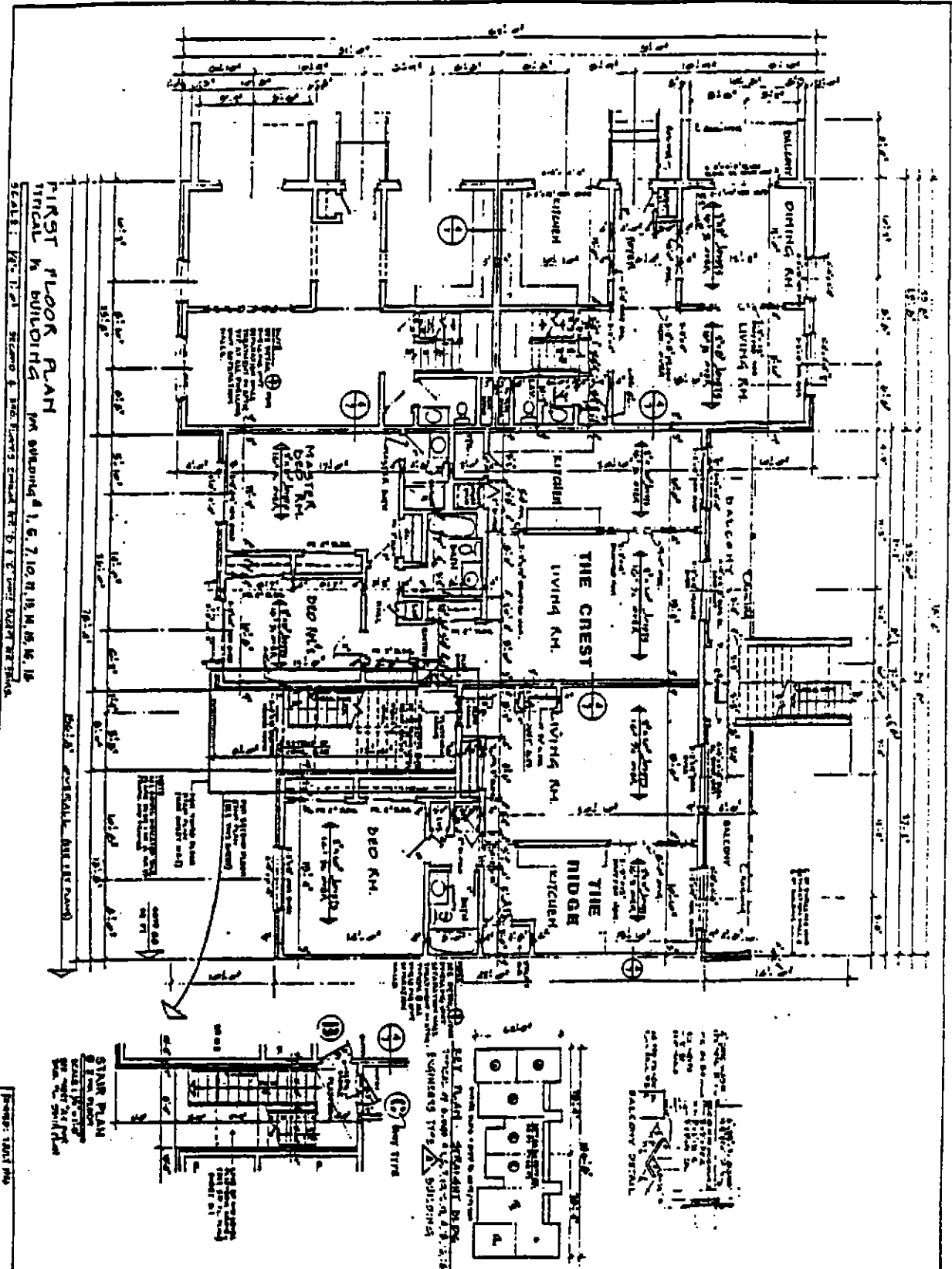
(10) Continuing along the center line of said Brook, South $71^{\circ} 08' 15''$ West a distance of 363.36 feet to a point and corner in the center line of Mill Brook, thence:

(11) Continuing along the center line of said Brook South $74^{\circ} 11' 26''$ West a distance of 287.07 feet to a point and corner in the center line of Mill Brook, thence:

(12) Continuing along the center line of said Brook South $73^{\circ} 02' 38''$ West a distance of 127.80 to a point therein, said point being the center line of Mill Brook and the Northeasterly line of the United New Jersey Railroad and Canal Company, thence:

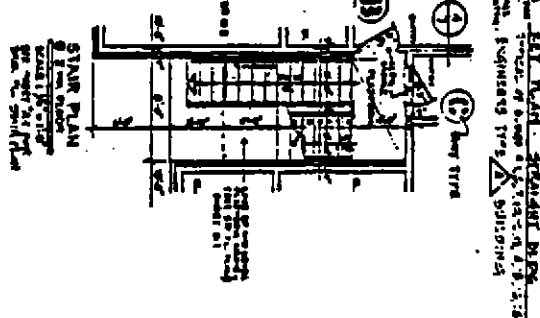
(13) North $45^{\circ} 40' 00''$ West along the said Northeasterly line of the United New Jersey Railroad and Canal Company, a distance of 539.40 feet to a point of curvature, thence:

(14) On the arc of a circle curving to the right having a radius 2,824.93 feet and an arc distance of 342.71 feet returning to a point therein, in the Northeasterly line of the United New Jersey Railroad and Canal Company where



FIRST FLOOR PLAN
 TYPICAL BUILDING
 IN SECTION 1, 6, 7, 10, 11, 12, 13, 14, 15, 16, 17, 18

SCALE: 1/8" = 1'-0"



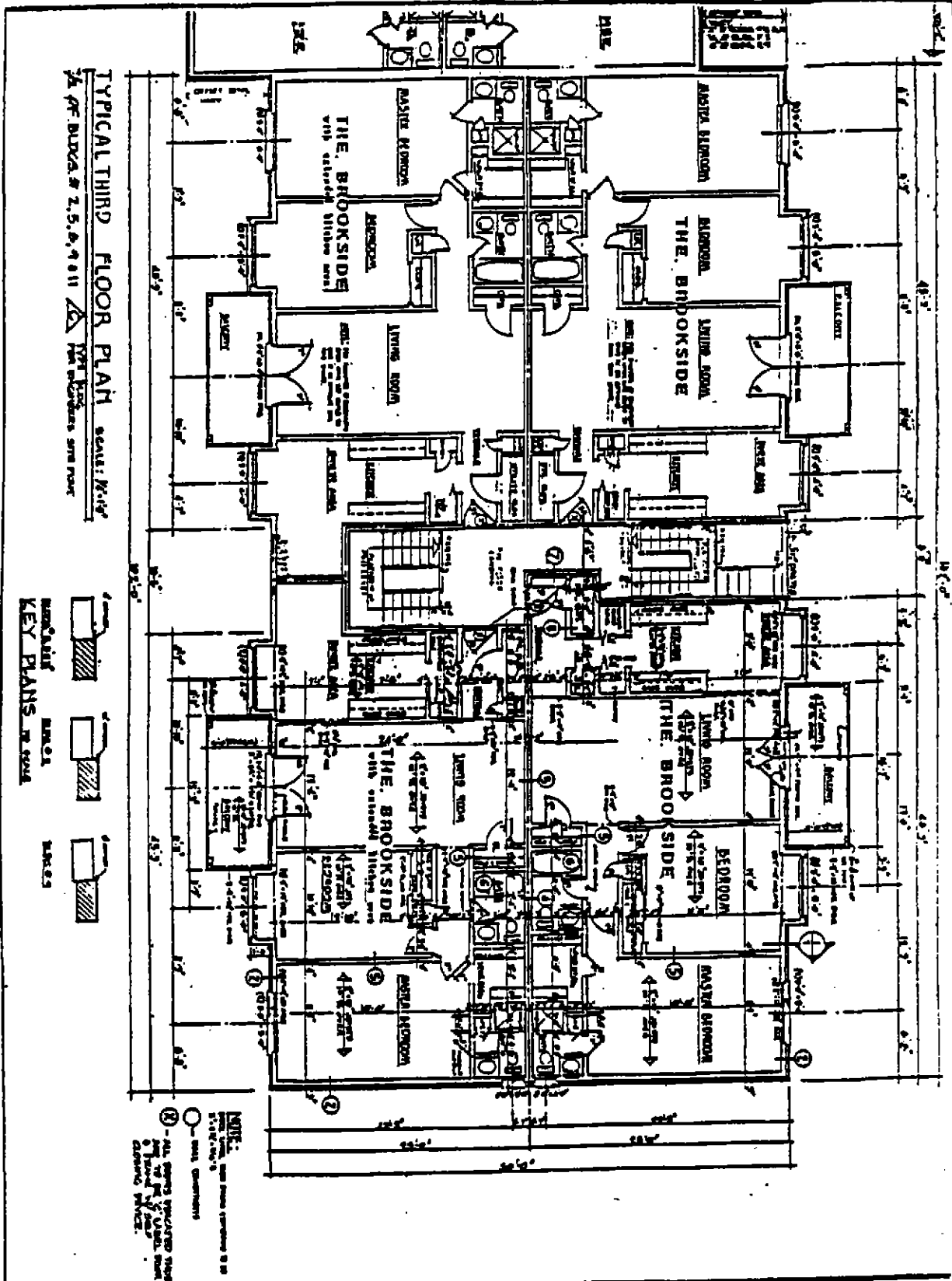
EDISON GLEN
 20100N. NEW JERSEY
 FIRST FLOOR PLAN W/ STAIR PLAN
 TYP. B. BUILDING
 PARCELS 1, 6, 7, 10, 11, 12, 13, 14, 15, 16, 17, 18

WELLS ASSOCIATES
 architects · planners
 600 Lindenbush Road, Oradell, New Jersey 201-261-2255

Said described lands being subject to the right of others in and to the waters of an open stream Deed Book 2029, Page 560, Deed Book 2250, Page 331, Deed Book 2439, Page 1083, as shown and delineated on the within described map.

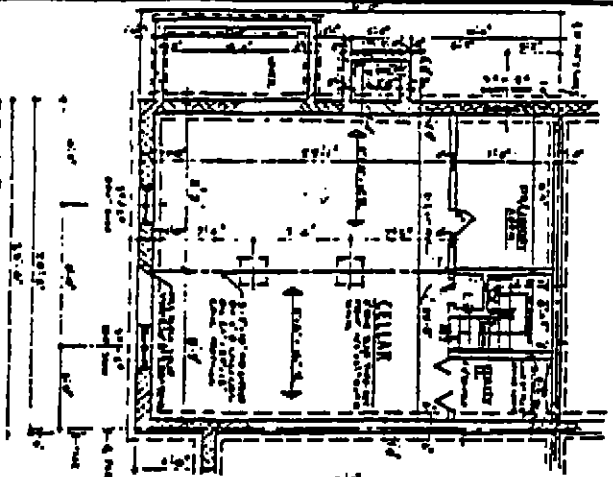
Said described lands being known as Lots 17-F, 17-G, 18, 21-B, 21-C and 21-D, all in Block 199, as shown and delineated on Sheets 45 and 47 of The Official Tax Maps of the Township of Edison, Middlesex County, New Jersey.

Said description in accordance with a map entitled, "Survey of Property for Edison Glen situated in the Township of Edison, Middlesex County, New Jersey", dated October 11, 1984 and revised January 25, 1985 and prepared by H. Thomas Carr, P.E., P.P., P.L.S., AICP, 433 State Street, Perth Amboy, New Jersey 08861.

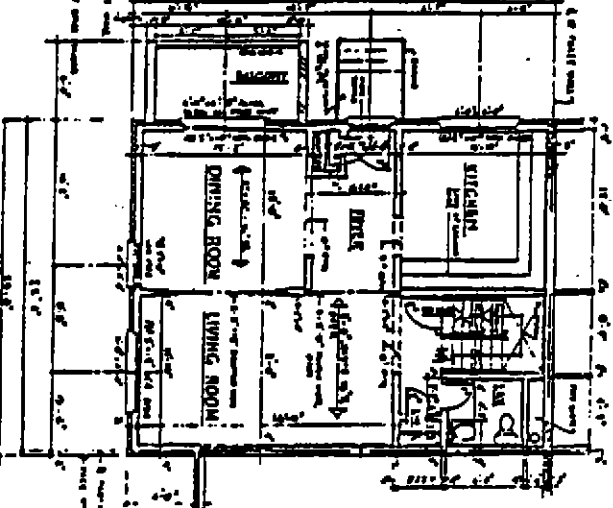


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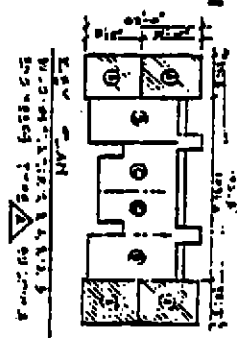
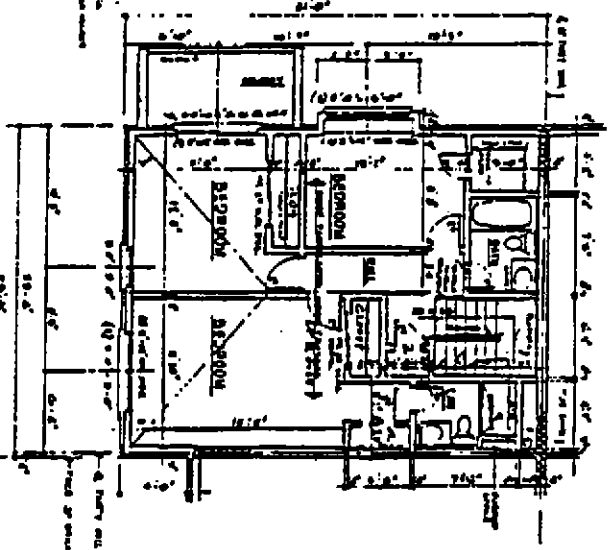
FOUNDATION PLAN
SCALE - 1/4" = 1'-0"



FIRST FLOOR PLAN
SCALE - 3/16" = 1'-0"



SECOND FLOOR PLAN
SCALE - 3/16" = 1'-0"



<p>RAYMOND R WELLS ARCHITECT PLANNER</p>	<p>RAYMOND R WELLS ARCHITECT PLANNER</p>	<p>THE GLEN FLOOR PLANS TOWNHOUSE UNIT</p>	<p>RAYMOND R WELLS ARCHITECT PLANNER</p>
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EDISON GLEN CONDOMINIUM

PROPORTIONATE UNDIVIDED INTEREST
IN THE COMMON ELEMENTS AND
LIMITED COMMON ELEMENTS
APPURTENANT TO EACH UNIT

<u>UNIT NO.</u>	
101	.3174%
102	.3174%
103	.3174%
104	.3174%
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406	.3174%
407	.3174%
408	.3174%
409	.3174%
410	.3174%

PROPORTIONATE UNDIVIDED INTEREST
IN THE COMMON ELEMENTS AND
LIMITED COMMON ELEMENTS
APPURTENANT TO EACH UNIT

UNIT NO.

411	.31748
412	.31748
413	.31748
414	.31748
501	.31748
502	.31748
503	.31748
504	.31748
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611	.31748
612	.31748
613	.31748
614	.31748
615	.31748
616	.31748
701	.31748
702	.31748
703	.31748
704	.31748
705	.31748
706	.31748
707	.31748
708	.31748
709	.31748
710	.31748
711	.31748
712	.31748
713	.31748
714	.31748
715	.31748
716	.31748
801	.31748
802	.31748
803	.31748
804	.31748

PROPORTIONATE UNDIVIDED INTEREST
IN THE COMMON ELEMENTS AND
LIMITED COMMON ELEMENTS
APPURTENANT TO EACH UNIT

UNIT NO.

805	.3174%
806	.3174%
807	.3174%
808	.3174%
809	.3174%
810	.3174%
811	.3174%
812	.3174%
813	.3174%
814	.3174%
815	.3174%
816	.3174%
817	.3174%
818	.3174%
819	.3174%
820	.3174%
821	.3174%
822	.3174%
823	.3174%
824	.3174%
901	.3174%
902	.3174%
903	.3174%
904	.3174%
905	.3174%
906	.3174%
907	.3174%
908	.3174%
909	.3174%
910	.3174%
911	.3174%
912	.3174%
913	.3174%
914	.3174%
915	.3174%
916	.3174%
917	.3174%
918	.3174%
919	.3174%
920	.3174%
921	.3174%
922	.3174%
923	.3174%
924	.3174%
1001	.3174%
1002	.3174%
1003	.3174%
1004	.3174%
1005	.3174%
1006	.3174%
1007	.3174%
1008	.3174%
1009	.3174%
1010	.3174%
1011	.3174%
1012	.3174%
1013	.3174%
1014	.3174%
1015	.3174%
1016	.3174%
1101	.3174%
1102	.3174%
1103	.3174%
1104	.3174%

PROPORTIONATE UNDIVIDED INTEREST
IN THE COMMON ELEMENTS AND
LIMITED COMMON ELEMENTS
APPURTENANT TO EACH UNIT

UNIT NO.

1105	.3174%
1106	.3174%
1107	.3174%
1108	.3174%
1109	.3174%
1110	.3174%
1111	.3174%
1112	.3174%
1113	.3174%
1114	.3174%
1115	.3174%
1116	.3174%
1117	.3174%
1118	.3174%
1119	.3174%
1120	.3174%
1121	.3174%
1122	.3174%
1123	.3174%
1124	.3174%
1201	.3174%
1202	.3174%
1203	.3174%
1204	.3174%
1205	.3174%
1206	.3174%
1207	.3174%
1208	.3174%
1209	.3174%
1210	.3174%
1211	.3174%
1212	.3174%
1301	.3174%
1302	.3174%
1303	.3174%
1304	.3174%
1305	.3174%
1306	.3174%
1307	.3174%
1308	.3174%
1309	.3174%
1310	.3174%
1311	.3174%
1312	.3174%
1313	.3174%
1314	.3174%
1315	.3174%
1316	.3174%
1401	.3174%
1402	.3174%
1403	.3174%
1404	.3364%
1405	.3174%
1406	.3174%
1407	.3174%
1408	.3174%
1409	.3174%
1410	.3174%
1411	.3174%
1412	.3174%
1413	.3174%
1414	.3174%
1415	.3174%
1501	.3174%

PROPORTIONATE UNDIVIDED INTEREST
IN THE COMMON ELEMENTS AND
LIMITED COMMON ELEMENTS
APPURTENANT TO EACH UNIT

UNIT NO.

1502	.3174%
1503	.3174%
1504	.3174%
1505	.3174%
1506	.3174%
1507	.3174%
1508	.3174%
1509	.3174%
1510	.3174%
1511	.3174%
1512	.3174%
1513	.3174%
1514	.3174%
1515	.3174%
1516	.3174%
1601	.3174%
1602	.3174%
1603	.3174%
1604	.3174%
1605	.3174%
1606	.3174%
1607	.3174%
1608	.3174%
1609	.3174%
1610	.3174%
1611	.3174%
1612	.3174%
1613	.3174%
1614	.3174%
1615	.3174%
1616	.3174%
1701	.3174%
1702	.3174%
1703	.3174%
1704	.3174%
1705	.3174%
1706	.3174%
1707	.3174%
1708	.3174%
1709	.3174%
1710	.3174%
1711	.3174%
1712	.3174%
1713	.3174%
1714	.3174%
1801	.3174%
1802	.3174%
1803	.3174%
1804	.3174%
1805	.3174%
1806	.3174%
1807	.3174%
1808	.3174%
1809	.3174%
1810	.3174%
1811	.3174%
1812	.3174%
1813	.3174%
1814	.3174%
1815	.3174%
1816	.3174%

BYLAWS

OF

EDISON GLEN CONDOMINIUM ASSOCIATION, INC.

ARTICLE I:

APPLICABILITY, MEMBERS, MEMBERSHIP AND DEFINITIONS

Section 1. These Bylaws shall be applicable to EDISON GLEN CONDOMINIUM ASSOCIATION, INC. a non-profit corporation of the State of New Jersey, hereinafter referred to as the "Association", to all of the members thereof, as hereinafter defined, and to each Unit of EDISON GLEN CONDOMINIUM which is now, or may hereafter be created, hereinafter referred to as the "Condominium".

Section 2. All present and future owners, tenants, guests, licensees, servants, agents, employees and other person or persons that shall be permitted to use the facilities of the Association or of the Condominium, shall be subject to these By-laws and to the rules and regulations issued by the Association to govern the conduct of its members. Acquisition, rental or occupancy of any of the Units in the Condominium shall be conclusively deemed to mean that the said owner, tenant or occupant has accepted and ratified these By-laws and the rules and regulations of the Association and will comply with them.

Section 3. Unless it is plainly evident from the context that a different meaning is intended, as used throughout these By-laws:

- (a) "Member" means the owner or co-owner of a Unit as defined in the Condominium Act of the State of New Jersey and, more specifically, includes an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.
- (b) All terms defined in Section 3 of the Condominium Act of the State of New Jersey are incorporated herein.

Section 4. Membership in the Association shall be limited to the owners or co-owners of Units in the Condominium provided that whenever title to a Unit is vested in two (2) or more persons, such co-owners shall be entitled jointly to only one (1) vote for their particular Unit as designated on the membership card and records of the Association.

In the event that a member shall lease or permit another to occupy his Unit, the tenant or occupant shall be permitted to enjoy the facilities of the Association, but shall not vote in the affairs of the Association unless the member shall permit the tenant or occupant to exercise the proxy vote of such member.

In the event that a member shall mortgage his Unit, the lien of the mortgage shall be deemed to attach to the member's rights, privileges and obligations in the Association, and in the event of foreclosure of such mortgage, the rights of

the Unit Owner shall attach to the real property and upon any sale by virtue of an order of foreclosure, the member's rights shall run to the benefit of the purchaser.

Every lawful transfer of title to the member's Unit shall include membership in the Association and, upon making such transfer, the previous owner's membership shall terminate.

Except as provided above, membership in the Association shall not be assigned or transferred and any attempted assignment or transfer shall be void and of no effect.

ARTICLE II:

PRINCIPAL OFFICE

Section 1. The principal office of the Association shall be located initially at 900 Woodbridge Center Drive, Woodbridge, New Jersey, 07095, but, thereafter, may be located at such other suitable and convenient place or places as shall be permitted by law and designated by the Trustees.

ARTICLE III:

MEETINGS OF MEMBERS: VOTING

Section 1. All annual and special meetings of the Association shall be held at the principal office of the Association or at such other suitable and convenient place as may be permitted by law and, from time to time, fixed by the Trustees and designated in the notice of such meetings.

Section 2. The first annual meeting of the members of the Association shall be held on June 8, 1987. Subsequent annual meetings shall be held on the 2nd Monday in June of each succeeding year. At each annual meeting there shall be elected by a ballot of a majority of the members entitled to vote, the Trustees of the Association in accordance with the provisions of these By-laws. The members may also transact such other business as may properly come before the meeting.

Section 3. The Secretary shall mail notices of annual meetings to each member of the Association, directed to his last-known post office address as shown on the records of the Association, by uncertified mail, postage prepaid. Such notice shall be mailed not less than seven (7) days before the date of such meeting and shall state the date, time and place of the meeting.

Section 4. It shall be the duty of the President to call a special meeting of the members of the Association whenever he is directed to do so by resolution of the Trustees or upon presentation to the Secretary of a request for meeting signed by 20% of the members entitled to vote at such meeting.

Section 5. The Secretary shall mail notice of such meeting to each member of the Association in the manner provided in Section 3 of this Article, except that notices of special meetings shall be mailed not less than five (5) days before the date fixed for such meeting.

Section 6. The Secretary shall compile and keep up date at the principal office of the Association a complete list of the members and their last-known post office addresses. Such a list shall also show the number of the Unit owned by each member. This list shall be open to inspection by all members and other persons lawfully entitled to inspect the same, at reasonable hours during business days. The Secretary shall also keep current and retain custody of the minute book of the Association, containing the minutes of all annual and special meetings of the Association and all resolutions of the Trustees.

Section 7. Each member in good standing and entitled to vote, or some person appointed by such member to act as proxy on his or their behalf, shall be entitled to one (1) vote per Unit, provided that where a Unit is owned jointly by two (2) or more persons, only one such owner shall be entitled to cast the vote of that particular Unit, the splitting of a vote being prohibited, it being understood, however, that each Unit is entitled to a total of one (1) vote. The appointment of any proxy shall be made in writing filed with the Secretary of the Association, and shall be revocable at any time by notice in writing to the Secretary.

Section 8. At all elections of Trustees, each member shall be entitled to one (1) vote per Unit for each Trustee to be elected, cumulative voting being prohibited.

Section 9. A member shall be deemed to be in good standing and entitled to vote at any annual meeting or at any special meeting of the Association if, and only if, he shall have fully paid all assessments made or levied against him and his Unit by the Trustees as hereinafter provided, together with all interest, costs, attorneys' fees, penalties and other expenses, if any, properly chargeable to him and to his Unit, least three (3) days prior to the date fixed for such meeting.

Section 10. Except as otherwise provided in these By-laws, the presence of 25% of the members of the Association shall constitute a quorum at any annual or special meeting of members. If any meeting of members cannot be organized because a quorum has not attended, the members present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called. In the event of any such adjourned meeting, no further notice of the adjourned date need be given to any of the members. Thereafter, business may be transacted at the adjourned meeting by a majority of the members present at such meeting.

Section 11. All decisions of the members involving capital expenditures or any other decisions shall require for passage the affirmative vote of the majority of the members present in good standing and entitled to vote provided a quorum is present.

Section 12. The order of business at all meetings of the members of the Association shall be as follows:

- (a) Roll Call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- L/A (e) Reports of committees.
- 5 (f) Election of inspectors of election.
- 3 (g) Election of officers or trustees.
- 5-6-7 (h) Unfinished business.
- > (i) New business.

ARTICLE IV:

OBLIGATIONS OF MEMBERS

Section 1. Each member shall perform promptly and at his own risk, cost and expense, all maintenance and repair work with respect to the portion of each Unit owned by him which does not comprise a part of the Common Elements and which, if omitted, would adversely affect or jeopardize the safety of the multi-unit building in which his Unit is located or any part or parts thereof belonging in whole or in part to other members and each member shall be liable for any damages, liabilities, costs and expenses, including attorneys' fees, caused by or arising out of his failure to promptly perform any such maintenance and repair work.

Section 2. Each member shall be obligated to reimburse the Association for any expenses incurred by it in repairing or replacing any part or parts of the Common Elements damaged solely by his negligence or by the negligence of his tenants, agents, guests or licensees, promptly upon the receipt of the Association's statement therefor. Such damages shall constitute a lien against the Unit in favor of the Association.

Section 3. Each member is bound to contribute pro rata in the percentage of his undivided interest in the Common Elements, which percentage is set forth in the Master Deed and Deed covering said Unit, toward the expenses of administration and of maintenance and repair of the Common Elements, to the expenses of administering and maintaining the Association and all of its real and personal property in such amounts as shall from time to time be fixed by the Trustees, and to any other expenses which may be lawfully agreed upon. No member may exempt himself or be exempted from contributing toward such expenses by waiver of the use or the enjoyment of the Common Elements or facilities of the Association or by abandonment of the Unit owned by him or otherwise. A member shall, by accepting a Deed, be conclusively presumed to have agreed to pay his share of common expenses accruing while he is a Unit owner.

Section 4. Payment by the member of his share of the expenses aforesaid shall be made monthly on the first day of each month in the amount from time to time fixed by the

Trustees, to the Treasurer of the Association or such other authorized person or persons.

Section 5. All such charges and expenses charged to a member and his Unit shall constitute a lien against said Unit in favor of the Association for the use and benefit of the members of the Association prior to all other liens, (1) assessments, liens and charges for taxes past due on the Unit, and (a) bona fide mortgage instruments, and recorded. Such lien shall be recorded in the Clerk's Office of Middlesex County, pursuant to Section 21 of the Condominium Act. The said lien may be foreclosed in the manner provided for in the Act. In the event of foreclosure and sale of real estate mortgages and, in the event of foreclosure, the Association shall, in addition to the amount due, be entitled to recover reasonable expenses of the foreclosure, including costs and attorneys' fees. Such charges and expenses shall bear interest from the due date set by the Board of Trustees at such rate not exceeding the legal interest rate as may be established by the Trustees or, if no rate is so established, at the legal rate. The right of the Association to foreclose the lien shall be in addition to any other remedies which may be available to it for the collection of the mortgage charges and expenses including the right to proceed against a delinquent member for the recovery of a personal judgment against him.

Section 6. In the event a member shall fail to pay any assessment levied against him and his Unit for the maintenance of the Common Elements, for the expenses of administration, maintaining and operating the facilities of the Association, or any other expenses lawfully agreed upon, within thirty (30) days after the same shall become due and payable, the Association shall be entitled to proceed to foreclose the lien referred to in the preceding Sections. The Association shall have the right to bid on the Unit at foreclosure sale and to acquire, hold, lease, mortgage and convey the same.

Section 7. Upon the sale, conveyance or other transfer of title to a Unit (except a transfer pursuant to a foreclosure of mortgage), all unpaid assessments against the member for his pro rata share in the expenses of administration, maintenance and repair of the Common Elements and facilities of the Association and other expenses agreed upon, shall first be paid out of the sale price or by the acquirer in preference to any other assessments or charges of whatever nature, except as follows:

- (a) Assessments, liens and charges for taxes paid and unpaid on the Unit, and
- (b) Bona fide mortgage instruments, duly recorded.

Section 8. The acquirer of a Unit (except a transfer pursuant to a foreclosure of mortgage or deed in lieu of foreclosure) shall be jointly and severally liable with the seller for the amounts owing by the latter to the Association up to and through the date of conveyance or transfer, without prejudice to the acquirer's right to recover from the seller the amount paid by him as such joint debtor, but the acquirer shall be exclusively liable for amounts accruing while he is owner of the Unit. The Association shall provide for the issuance and issue to every acquirer, Unit owner or mortgagee, upon his request,

statement or certificate of such amounts due by the Seller, which statement or certificate shall issue within ten (10) days after receipt of the request therefor. A person other than a Unit owner may rely upon such statement or certificate and his liability shall be limited to the amounts set forth therein.

Section 9. All Units shall be utilized for residential purposes only and such use shall comply with the terms and conditions as set forth in the Master Deed recorded in the Middlesex County Clerk's Office and all governmental requirements with respect to such Unit.

Section 10. The Association shall have the irrevocable right, to be exercised by the Trustees or an authorized person, with reasonable notice to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any of the Common Elements therein or accessible therefrom or for making emergency repairs without notice therein necessary to prevent damage to the Common Elements or to another Unit or Units.

Section 11. The Association shall have the right, to be exercised by the Trustees, to purchase Units in the Condominium and otherwise acquire, hold, lease, mortgage and convey the same. Except while under the control of the Developer, it may also lease or license the use of Common Elements in a manner not inconsistent with the rights of Unit owners.

Section 12. No member, except when acting in the capacity of an officer of the Association, shall have any authority to act for or bind the Association.

Section 13. A member shall have no personal liability for any damages caused by the Association or in connection with the use of the Common Elements. A Unit owner shall be liable for injuries or damages resulting from an accident in his own Unit in the same manner and to the same extent as the owner of any other real property.

Section 14. Each member shall comply strictly with these Bylaws and with the administrative rules and regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time and with the covenants, conditions and restrictions set forth in the Master Deed and/or in the Deed to his Unit. Failure to comply with any of the same shall be grounds for a civil action to recover sums due for damages or injunctive relief, or both, maintainable by the Association on behalf of the owners or, in a proper case, by an aggrieved Unit owner or by any person who holds a mortgage lien upon a Unit and is aggrieved by any such non-compliance.

ARTICLE V:

BOARD OF TRUSTEES

Section 1. The affairs of the Association shall be governed by a Board of Trustees consisting of five (5) persons, subsequent to those Trustees named in the Certificate of Incorporation of the Association, and persons designated or nominated by the members of the Association. Without limiting the foregoing, any officer or person designated by EDISON GLEN

CONDOMINIUM ASSOCIATES, a New Jersey Partnership, the Grantor shall be eligible to be a member of the Board of Trustees in order to implement the rights given to the Grantor pursuant to the Master Deed.

Section 2. At the first annual meeting of the members of the Association, the terms of office of the Board of Trustees shall be fixed as follows: The terms of office of each Trustee will be for a period of one year. At the expiration of the initial term of office of each Trustee, his successor shall be elected to serve for a term of one year. Trustees shall serve without compensation and shall continue to hold office until their successor is elected.

Section 3. If the office of any Trustee shall be vacant by reason of his death, resignation, disqualification, removal from office or otherwise, the vacancy shall be filled by the vote of the majority of the remaining Trustees, even though such majority may constitute less than a quorum. The person so elected shall serve for the unexpired term in respect to which such vacancy occurred.

Section 4. Trustees may be removed with or without cause by the affirmative vote of two-thirds of the members of the Association at any annual or special meeting of members duly called for such purpose. When a member of the Board of Trustees who has been elected by unit owners other than the Grantor is removed or resigns, that vacancy shall be filled by a unit owner other than the Grantor.

Section 5. The first or organizational meeting of the newly elected Board of Trustees shall be held immediately upon the adjournment of the meeting of the members at which they were elected and at the same place where the meeting of members was held, provided a quorum is present. If a quorum of the Board is not then present, such first or organizational meeting shall be held as soon thereafter as may be practicable provided notice is given to each Trustee as set forth in Section 6 of this Article or unless waived as provided in Section 8 of this Article.

Section 6. Regular meetings of the Board of Trustees may be held at such time and place as permitted by law and the time to time may be determined by the Trustees, but at least (2) such meetings shall be held in each fiscal year. Notice of regular meetings of the Board shall be given to each Trustee by United States mail, with postage prepaid, directed to him at his last known post office address as the same appears on the records of the Association, at least five (5) days before the date appointed for such meeting. Such notice shall state the date, time and place of such meeting and, if possible, the purpose thereof.

Section 7. Special meetings of the Board of Trustees may be called by the President of the Association on three (3) days' notice to each Trustee, given in the same manner as provided in Section 6 above. Special meetings of the Board shall be called by the President or Secretary in like manner upon the written request of any two (2) Trustees.

Section 8. Before any meeting of the Board of Trustees, whether regular or special, any Trustee may, in writing, waive notice of such meeting and such waiver shall

deemed equivalent to the giving of such notice. Attendance by a Trustee at any meeting of the Board shall likewise constitute a waiver by him of such notice. If all Trustees are present, no notice of such meeting shall be required and any business may be transacted at such meeting, except as prohibited by law and these Bylaws.

Section 9. At all duly convened meetings of the Board of Trustees, a majority of the Trustees shall constitute a quorum for the transaction of business, except as otherwise provided in the Bylaws or by law, and the acts of the majority of the Trustees present at such meeting shall be the acts of the Board of Trustees. If at any meeting of the Board of Trustees there shall be less than a quorum present, the Trustee or Trustees present may adjourn the meeting from time to time, and at any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting as originally called, may be transacted without further notice to any Trustee.

Section 10. The Board of Trustees shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the operation and maintenance of the Condominium and may do or cause to be done all such other lawful acts and things as are not by law, by these Bylaws, directed or required to be done or exercised by members of the Association or owners of Units, or by others. In the performance of its duties as the administering body of the Association and of the Condominium, the Board of Trustees shall have powers and duties including, but not limited to, the following.

- A. The operation, maintenance, repair, renewal, replacement, cleaning, sanitation, care, upkeep, protection and surveillance of the buildings in the Condominium, their common elements and the facilities and all other property, real or personal, of the Association.
- B. The assessment and collection of funds for common expenses and reserves and the payment thereof. The total amount of such assessment shall be assessed against all of Units and their respective owners thereof, in the proportionate shares or percentages applicable to the Units owned by them as set forth in the Master Deed and pro rated as necessary to include the owners and Units in all Condominiums which are now or may hereafter be governed by the Association. The proportionate amounts thus found applicable to each Unit shall be payable by the owner thereof to the Association in twelve (12) monthly installments in advance, on the first day of each month of such fiscal year. On or before the due date of the first monthly installment, the Association shall prepare and deliver or mail to each owner of a unit, a statement showing the amount thereof and the estimated amount assessed against each Unit for the entire fiscal year. The Association shall not be obligated to give notice of any subsequently accruing monthly payments for such fiscal year and the omission of notice of such installments shall

not relieve such owner from his obligation to pay such monthly installment promptly when and as it becomes due and payable. Any owner may pay two or more such monthly installments in advance of the date on which they become due and payable, but the Association shall have the right to apply any sums so prepaid either to such monthly installments or to any special assessments made or levied in such fiscal year against such owner or the Unit owned by him in the manner and percentage as hereinafter provided, without relieving or releasing such owner from his obligation to pay any unpaid amounts or balances due on any such monthly installments or any special assessments impairing the rights of the Association against such owner or any Unit owned by him.

- C. To adjust or increase the amount of any annual assessments and monthly installments, and to levy and collect, in addition thereto, special assessments in such amounts as the Board may deem proper whenever the Board is of the opinion it is necessary to do so in order to meet increased operating or maintenance costs, or establish reserves or because of emergencies, provided, however, that all such increased or special assessments shall be made or levied against such owners and Units owned by them respectively, in the same proportions or percentages as provided in the Master Deed. While the sponsor maintains a majority of the Board of Directors, it shall make no additions, alterations, improvements or purchases which would necessitate a special assessment or a substantial increase in the monthly assessment unless required by a governmental agency, title insurance company, mortgage lender or in the event of an emergency.
- D. To use and expend any sums collected from such assessments or levies for the operation, maintenance, renewal, care, upkeep, surveillance and protection of the Common Elements, facilities of the Association and all of its real or personal property, and to make capital expenditure in case of emergency without the consent of the members.
- E. To pay all taxes and assessments levied or assessed against any property of the Association exclusive of any taxes or assessments levied against any Unit or otherwise properly chargeable to the owner of such Unit.
- F. To employ and dismiss such clerks, stenographers, workmen, gardeners, watchmen and other personnel and to purchase and arrange for such services, machinery, equipment, tools, materials and supplies as in the opinion of the Board of Trustees may from time to time be necessary for the proper operation and maintenance of the Condominiums, and the facilities of the Association, except the portions thereof required to be maintained by the owner of a Unit. The Board

Trustees may employ a manager for the Association at such compensation as may be established by the Board, to perform such duties and services as the Board may delegate. However, any management agreement for the development will be terminable by the Association for cause upon sixty (60) days written notice thereof and the term of any such agreement may not exceed one (1) year, renewable by agreement of the parties for successive one-year periods.

- G. To have access to and to enter or cause to be entered, any Unit from time to time at reasonable hours and on notice when deemed to be necessary for or in connection with the operation, maintenance, repair, replacement, renewal or protection of any Common Elements, or to prevent damage to the Common Elements or any Unit in emergencies, provided that such entry and work shall be done with as little inconvenience as possible to the owners and occupants of such Units. Each owner shall be deemed to have expressly granted such rights of entry by accepting and recording the Deed to his Unit.
- H. To collect delinquent levies or assessments made by the Association through the Board of Trustees against any Units and their respective owners, together with such costs and expenses incurred in connection therewith, including but not limited to court costs and attorneys' fees, whether by suit or otherwise, to abate nuisances and enforce observances of the rules and regulations relating to the Condominiums, by injunction or such other legal action or means as the Board of Trustees may deem necessary or appropriate.
- I. To enter into contracts, be sued or bring suit and to employ or retain legal counsel, engineers and accountants and such other professional employees, and to fix their compensation whenever such professional advice or services may be deemed necessary by the Board for any proper purposes of the Association.
- J. To cause such operating accounts and escrow or other accounts, if any, to be established and opened as the Board of Trustees may deem appropriate from time to time and as may be consistent with good accounting practices.
- K. To maintain accounting records, in accordance with generally accepted accounting principles, which records shall include:
 - (1) A record of all receipts and expenditures;
 - (2) An account for each Unit setting forth any shares of common expenses or other charges due, the due dates thereof, the present balance due, any interest in common surplus;

- (J) A record of all maintenance and repairs made to the Common Elements.

Such accounting records shall be open to inspection by Unit owners at reasonable times upon request.

- L. To adopt, distribute, amend and enforce compliance with such reasonable rules and regulations relative to the operation, use and occupancy of the Units, Common Elements and facilities of the Association, and to amend the same from time to time as the Board shall deem necessary or appropriate, which rules and regulations, when approved by appropriate resolutions, shall be binding upon the owners and occupants of the Units, their successors in title and assigns, subject, however to the right of a majority of Unit owners to change any such rules.
- M. (1) The Board of Trustees shall keep the buildings and other structural portions of the Condominium property, including in particular the Common Elements and all buildings, fixtures, equipment and personal property owned by the Association, insured for the benefit and protection of the Association, which insurance shall cover the following hazards, casualties and contingencies in an amount at least 80% of current replacement value:
- (a) Loss or damage by fire and other casualties covered by a standard extended coverage and broad form fire policy written in New Jersey;
 - (b) Such other risks as are and shall hereafter customarily be covered with respect to other buildings, fixtures and equipment similar to construction, design, use and location to the buildings and other property hereinbefore mentioned. All such policies shall provide that in the event of loss or damage, the proceeds shall be payable to the Association. The Association shall pay the premiums on such policies as common expenses.
- (2) The Board of Trustees shall also maintain public liability insurance for personal injury and death insuring the Association and its members against liability for any negligent act of commission or omission or accidents attributable to the Association or any of its members and which occurs on or in any of the Common Elements of the Condominiums or the community or facilities of the Association, whether limited or general, and the defense of any action brought by reason of injury or death to person or damage to property occurring within the Common Elements

and not arising by reason of any act of negligence of any Unit owner.

- (3) The Board shall maintain Workers' Compensation insurance and such other insurance as will protect the interest of the Association, its employees and members.
 - (4) All insurance premiums incurred by the Association by virtue of obtaining the insurance herein referred to shall be paid by the Association as common expenses.
 - (5) The Board shall apply the proceeds of any insurance to restoration of the Common Elements and structural portions if such restoration shall otherwise be required under the Master Deed, these Bylaws or pursuant to the Condominium Act.
 - (6) The Board shall have the right to protect blanket mortgagees, or Unit owners and their mortgagees, as their respective interest may appear, under the aforesaid insurance policies and may permit the assessment and collection from a Unit owner of specific charges for insurance coverage applicable to his Unit, which charge shall be a lien upon said owner's Unit and enforced as a lien as provided in the Bylaws, Master Deed and Condominium Act.
 - (7) Nothing herein contained shall preclude any Unit owner or any other person having an insurable interest from obtaining insurance at his own expense and for his own benefit against any risk, whether or not covered by insurance maintained by the Association, subject, however, to the provisions of the Master Deed and Bylaws.
 - (8) The Board of Trustees and/or individual members of the Board of Trustees shall have the right, in its and their discretion, to procure insurance or surety protecting said Board or members from any personal liability by virtue of their acting in their capacity as a Board or individual members of said Board. The cost of such insurance shall be deemed common expense.
- N. The Board of Trustees shall comply with the requirements of the Township of Edison regarding the maintenance of the Common Elements. In the event the Association fails to comply with said requirements of the Township of Edison, the Township of Edison shall have the right to perform said maintenance at the cost and expense of the Association, which cost and expense shall be deemed to be common expenses chargeable as a lien of the Association against the individual Unit owners as herein set forth, which lien shall be

enforced as an Association lien as herein permitted.

- O. Levy fines against a Unit or owner for violation of any rules or regulations of the Association, which fines shall be liens upon the Unit.
- P. Employ, by contract or otherwise, a manager, managing agent or an independent contractor, to oversee, supervise and follow out the responsibilities of the Board. Said manager or said independent contractor shall be compensated upon such terms as the Board deems necessary and proper; and
- Q. To employ all managerial personnel necessary or enter into a managerial contract for the efficient discharge of the duties of the Board hereunder; and
- R. Maintain businesslike relations with Unit Owners or occupants whose service requests shall be received, considered and recorded in systematic fashion, in order to show the action taken with respect to each. As part of a continuing program secure full performance by such Unit Owners or occupants of all such items and maintenance for which they are responsible.
- S. To assign parking spaces in an equitable manner.

Section 11. While the Developer maintains the majority representation on the Board of Trustees, he shall post a fidelity bond or other guarantee acceptable to the Agency, in an amount equal to the annual budget. For the second and succeeding years, the bond or other guarantee shall include accumulated reserves.

Section 12. While the Developer maintains the majority of the Board of Trustees, he shall have an annual audit of association funds prepared by an independent accountant, a copy of which shall be delivered to each Unit Owner within ninety (90) days of the expiration of the fiscal year of the Association. The audit shall cover operating budget and reserve accounts.

ARTICLE VI:

RESERVES

Section 1. The Board shall not be obligated to expend all of the revenues in any accounting period, and must maintain reasonable services for, among other things, repairs, replacements, emergencies, contingencies of bad weather or uncollected accounts. Notwithstanding anything herein to the contrary, the Board in its determination of the Common Expenses and the preparation of a budget shall specifically designate and identify what portion of the Common Expenses to be assessed against the Unit Owners is allocable to reserves for each separate item of repair and improvement and the same shall be kept in interest-bearing savings accounts appropriately earmarked for each category. The foregoing shall not be

construed to mean that the Board shall not be permitted to keep additional cash on hand, in a checking or petty cash account, for the necessary discharge of functions.

ARTICLE VII:

DAMAGE TO BUILDINGS: RECONSTRUCTION: SALE: OBSOLESCENCE

Section 1. In the event of fire or other disaster or casualty resulting in damage to or destruction of any improvements on the Condominium property or any part thereof or to the Common Elements of the Condominium in an amount less than two-thirds of the value of the Condominium, the net proceeds of any insurance collected shall be made available for the purpose of repair, reconstruction, restoration or replacement. Where the insurance proceeds are insufficient to cover the cost of repair, reconstruction, restoration or replacement, the new building costs shall be paid by all the owners of Units directly affected by the damage, in proportion to the value of their respective Units. If any owner shall refuse to make such payments, the Board of Trustees shall levy an assessment in an amount proportionate to the value of the Unit affected by the damage, the proceeds of such assessment being paid to the Association for the purpose of covering the costs of repair, reconstruction or replacement, in excess of the insurance proceeds. In the event any owner shall fail to make payment of such assessment within a reasonable time, the Association shall have the authority to cause such reconstruction, repair or replacement to be accomplished and the amount of such assessment shall constitute a lien against the Unit owner and may be enforced and collected in the manner as all other liens.

Section 2. In the event such insurance proceeds shall be inadequate by a substantial amount to cover the estimated cost of repair, reconstruction, restoration or replacement of an essential improvement or common element or if such damage shall constitute substantially total destruction of the Condominium property or if 75% of the unit owners directly affected by such damage together with all mortgagees holding bona fide first mortgages on the units directly affected shall determine not to repair or restore, the Association shall realize upon the salvage value of that portion of the Condominium property so damaged or destroyed either by sale or such other means as the Trustees shall deem advisable and shall collect any proceeds of any insurance. In the event the owners decide to repair or restore, the payment of the costs thereof shall be in accordance with Section 1 hereof. In the event the election is made to sell, the covenants against partition set forth in the Master Deed shall become null and void and the said owner or owners shall be entitled to convey their interest in the Condominium and may invoke relief in a court of competent jurisdiction to compel a sale and partition against those owners who shall have refused to approve such a sale and partition.

All the sums received from insurance shall be combined with the proceeds of sale of the Condominium. After providing for all necessary costs and expenses, including court costs and reasonable attorneys' fees in the event of any litigation necessary to compel any owner or owners to join in a conveyance of their interest, distribution of the combined funds shall be made to the owner or owners of the units in accordance with their respective undivided interest in the common elements,

subject only to the rights of outstanding mortgage holders to obtain priority of payment of such amounts.

Except as provided in this Section, the Common Elements shall remain undivided and shall not be the object of an action for partition.

Section 3. In the event the Board of Trustees shall determine that the existing buildings in the Condominium are obsolete, the Board of Trustees, at a meeting of the owners, may call for a vote by the said owners to determine whether or not the entire Condominium should be sold. In the event of all of the Unit owners, with the consent of all first mortgagees, determining that the Condominium should be sold, the applicable provision of the preceding Section pertaining to the sale of the property, shall become effective.

ARTICLE VIII:

OFFICERS

Section 1. The officers of the Association shall be a President, Secretary and Treasurer. The President shall also be a member of the Board of Directors.

Section 2. The officers of the Association shall be elected annually by the Board of Trustees at their organization of each new Board and shall hold office until their successors are elected or appointed by the Board and qualify, provided that each officer shall hold office at the pleasure of the Board of Trustees and may be removed with or without cause and his successor elected at any meeting of the Board, called for such purpose, upon the affirmative vote of a majority of the members of the Board. The Board of Trustees may, from time to time, appoint such other officers as in their judgment are necessary.

Section 3. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and of the Board of Trustees. He shall have the general powers and duties usually vested in the office of President of an association, including but not limited to the power to appoint committees from among the members as he may deem appropriate to assist in the conduct of the affairs of the Association. He shall execute deeds, contracts and other instruments in the name and on behalf of the Association and under its seal, except when such documents are required or permitted by law to be otherwise executed and except when the signing and execution thereof shall be delegated by the Board of Trustees to another officer or agent of the Association.

Section 4. The Secretary shall attend all meetings of the Board of Trustees and all meetings of the members and record all votes and the minutes of all meetings and proceedings, including resolutions, in a minute book to be kept for that purpose and shall perform like duties for any committees when required. He shall have charge of the minute book and such records and papers as the Board of Trustees shall direct and perform all duties incident to the office of Secretary, including the sending of notices of meetings to members, the Board of Trustees and committees and such other duties as may be prescribed by the By-laws or by the Board of Trustees, affix

same to any instrument requiring it and attest the same when appropriate.

Section 5. The Treasurer shall have the responsibility for the Association's Funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies, checks and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Trustees. He shall disburse the funds of the Association as may be ordered by the Board of Trustees or the President and shall render to the President and Trustees an account of his transactions as Treasurer and of the financial condition of the Association.

Section 6. The officers of the Association shall serve without compensation except that they shall be entitled to reimbursement for all expenses reasonably incurred in the discharge of their duties.

ARTICLE IX:

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. The Association shall indemnify every Trustee and officer, his heirs, executors and assigns against all loss, costs and expenses including counsel fees reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Trustee or officer of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of willful misconduct in the performance of his duties as such Trustee or officer in relation to the matter involved. The foregoing rights shall not be exclusive of all other rights to which such Trustees or officers may be entitled. All liability, loss, damage, costs and expenses incurred or suffered by the Association by reason of or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as common expenses, provided, however, that nothing in this Article shall be deemed to obligate the Association to indemnify any member or unit owner who is or has been a Trustee or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of this membership in the Association or as a member or Owner of a Unit in the Condominium. Nothing contained herein to the contrary shall serve to exculpate members of the Board of Trustees appointed by the Grantor from their fiduciary responsibilities.

ARTICLE X:

FISCAL YEAR

Section 1. The fiscal year of the Association shall be determined by the Board of Trustees.

ARTICLE XI:

CORPORATE SEAL

Section 1. The corporate seal of the Association shall consist of two (2) concentric circles, between the circumferences of which shall be inscribed the name "EDISON CONDOMINIUM ASSOCIATION, INC." and within the circumference of the inner circle, the words "Incorporated, New Jersey" and year of incorporation.

ARTICLE XII:

AMENDMENTS TO BYLAWS

Section 1. These Bylaws and the form of administration set forth herein may be amended from time to time by affirmative vote of the members representing two-thirds of units of the Condominium. No such modification shall be effective until it is embodied in a recorded instrument which shall be recorded in the Office of the Clerk of Middlesex County in the same manner as the Master Deed and Bylaws. The Grantor shall not be permitted to cast any votes held by him for any unsold lots, parcels, units or interests for the purpose of amending the master deed, bylaws or any other document for the purpose of changing the permitted use of a lot, parcel, unit, interest, or for the purpose of reducing the common element facilities.

ARTICLE XIII:

DISSOLUTION

Section 1. In the event it shall be 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 Section 15A:12-4 of the Revised Statutes of the State of New Jersey, entitled "New Jersey Profit Corporation Act", shall be followed.

Section 2. In the event of dissolution, the assets of the Association, after the payment of all debts, shall be distributed to the members of the Association in accordance with their percentage of ownership therein.

ARTICLE XIV:

COVENANTS REGARDING USE OF PREMISES

Section 1. No part of the property shall be used other than single-family residential dwellings and the common recreational purposes appertaining thereto.

Section 2. Nothing shall be done or kept in any unit or in the Common Elements which will increase the rate of insurance of any other buildings or contents thereof applicable for residential use without the prior written consent of the Board of Trustees. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on any of the buildings or contents thereof or which would be in violation of any law. No waste shall be committed in any of the Common Elements.

Section 3. Unit Owners shall not cause or permit anything to be hung or displayed or placed on the outside walls or doors of a building without the consent of the Board of Trustees except as provided for in Section 17 hereof.

Section 4. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements. One dog or cat only is permitted in each unit, provided that they are not kept, bred or maintained for any commercial purpose, and that they are housed within the Unit. No outside dog pens or yards shall be permitted.

Section 5. No noxious or offensive activity shall be carried on in any Unit, or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become any annoyance or nuisance to the Unit Owners or other occupants, or interfere with the rights, comforts or conveniences of other owners.

Section 6. No Unit Owner shall contract for or perform any maintenance, repair, replacement, alteration or modification of the Common Elements or any additions thereto. No Owner shall take or cause to be taken any action within his Unit which would jeopardize the soundness or safety of any part of the Condominium property or impair any easements or right appurtenant therefor or affect the Common Elements.

Section 7. No signs shall be permitted on the exterior or interior of any Unit, except that the Grantor shall have the right to place "For Sale" or "For Rent" signs on unsold or unoccupied Units.

Section 8. No trailers, boats or inoperable vehicles shall be placed on the common elements by any Owner.

Section 9. No laundry or other clothes may be hung or displayed outside any Unit.

Section 10. The sidewalks, entrances, passages, courts and patios must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the demised premises.

Section 11. No exterior loudspeakers other than as contained in portable radios or television sets shall be permitted. No unshielded floodlights shall be installed in any exterior area of any Unit.

Section 12. No business, trade or profession shall be conducted in any Unit, except by the Grantor while any Unit remains unsold in the normal course of business.

Section 13. No external or visible radio, television or any type of communication aerial shall be installed or affixed on or about the exterior of any Building constructed or erected on the Property, or elsewhere on such Property.

Section 14. No signs of any kind shall be permitted upon a Unit, except by the Grantor while any Unit remains unsold in the normal course of business.

Section 15. In order to provide an orderly procedure in the case of title transfers and leases, and to assist in the maintenance of current, up to date roster of Unit Owners and tenants, the Owner of a Unit shall give the Secretary of the Association, timely notice of his intent to list his Unit for sale or lease and, at least thirty (30) days prior to closing of title or commencement of lease term shall forthwith notify such Secretary of the names and home addresses of the purchasers and tenants.

Section 16. 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 Association.

Section 17. No Unit Owner or occupant shall burn, chop or cut anything on, over or above the Common Elements.

Section 18. Unit Owners shall not have any right to paint or otherwise decorate or change the appearance of any portion of the exterior of any Building.

Section 19. No portion of the Common Elements or other portion of the Property thereof shall be used or maintained for the dumping of rubbish or debris. Trash, garbage or other waste shall be kept in sanitary containers on the Property for collection.

Section 20. 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 thereof shall be observed.

Section 21. Draperies, blinds, curtains or other window coverings must be installed by each Unit Owner on all windows of his Unit and must be maintained in said windows at all times. These provisions shall not apply to the Grantor.

Section 22. The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably intended and suited and which are incident to the use and occupancy of the Units.

Section 23. No Unit shall be rented by the Owners thereof (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 period less than ninety (90) days; 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," provided, however, that any Unit Owner, including Grantor, may rent a Unit for a period of less than ninety (90) days to a contract purchaser. No Unit Owner may lease less than an entire Unit. Other than the foregoing obligations, the Unit Owners shall have the right to lease same provided that said lease is in writing and made subject to all provisions of the Master Deed, the Bylaws of the Association and other documents referred to herein, including the right of amendment reserved to Grantor herein, 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.

In the event a tenant of a Unit defaults under his lease by failure to comply with the provisions of this Master Deed, By-Laws or rules and regulations of the Association, then, in addition to all other remedies which it may have, the Association shall notify the Unit Owner of such default(s) and demand that the same be cured through the Unit Owner's efforts within thirty (30) days after such notice. If such default(s) is not cured within said thirty (30) day period, then the Unit Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against his tenant on account of such default(s). Such action shall not be compromised or settled without the prior consent of the Association. In the event the Unit Owner fails to fulfill the foregoing obligation, then the Association shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Unit Owner, at the Unit Owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Association in the same manner as the Association is entitled to enforce collection of Common Expenses. By acceptance of a deed to any Unit, each and every Unit Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Association as his attorney-in-fact for the purposes described in this subparagraph.

Section 24. Each Unit Owner shall have the right to mortgage or encumber his Unit.

Section 25. All property taxes, special assessments and other charges imposed by any taxing authority are to be separately assessed against and collected on each Unit as a single parcel, as provided in the New Jersey Condominium Act. In the event that for any year such taxes are not separately taxed to each Unit, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his proportionate undivided percentage interest in the Common Elements.

Section 26. 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 which are not separately metered or billed shall be treated as part of the Common Expenses.

ARTICLE XV:

OBLIGATION OF ASSOCIATION TO INSTITUTIONAL MORTGAGEES

Section 1. Upon request, any institutional holder of a first mortgage on any Unit in the development will be entitled to: (a) inspect the books and records of the development during normal business hours; (b) receive an annual audited financial statement of the development within ninety (90) days following the end of any fiscal year of the development; (c) written

notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings; and (d) written notice from the Association of any default in the performance by the individual unit borrower of any obligation under the Master Deed or Bylaws which is not cured within sixty (60) days.

DEED

Prepared by: (Print signer's name below signature)

STUART A. HOBERMAN, ESQUIRE

This Deed is made on . 19

BETWEEN EDISON GLEN ASSOCIATES, a New Jersey Partnership

whose address is 900 Woodbridge Center Drive, Woodbridge, New Jersey 07095 referred to as the Grantor.

AND

whose post office address is referred to as the Grantee
The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of

The Grantor acknowledges receipt of this money

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of
Block No. Lot No. Account No.
 No property tax identification number is available on the date of this deed. (Check box if applicable.)

Property. The property consists of the land and all the buildings and structures on the land in the Township of Edison and State of New Jersey. The legal description is:
County of Middlesex

ALL THAT CERTAIN Condominium Unit in the Township of Edison, County of Middlesex and State of New Jersey, including the improvements and appurtenances thereto belonging, subject to the provisions of the Condominium Act of the State of New Jersey, P.L. 1969, c. 257, its amendments and supplements, and subject to the provisions of the EDISON GLEN CONDOMINIUM MASTER DEED recorded in the Middlesex County Clerk's Office in Deed Book at Page on 19 being designated as Unit Building in EDISON GLEN CONDOMINIUM, said Unit being more specifically defined in the Master Deed hereinabove mentioned and which the Condominium Act of New Jersey aforesaid and includes the fee in an undivided interest in the General and Limited Common Elements of EDISON GLEN CONDOMINIUM.

SUBJECT to the provisions of said Condominium Act of the State of New Jersey, its supplements and amendments and to the conditions, restrictions, covenants and agreements set forth in the said Master Deed, including the Bylaws of EDISON GLEN CONDOMINIUM.

SUBJECT to easements, zoning requirements and other restrictions of record, if any.

BEING the same premises conveyed to the Grantor herein by deeds from (i) Lordina, Inc., a New Jersey corporation, dated July 29, 1985, recorded August 1, 1985 in Deed Book 3451 Page 42, and (ii) Schwabel Realty Company, a New Jersey limited partnership, dated August 20, 1985, recorded August 21, 1985 in Deed Book 3456 Page 243.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:

EDISON GLEN ASSOCIATES, a New Jersey partnership
.....(Seal)

.....(Seal)

STATE OF NEW JERSEY, COUNTY OF

SS.:

I CERTIFY that on

, 19

and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person) personally came before me and personally signed this Deed;

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as his or her act and deed; and
- (c) made this Deed for \$ as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-3.)

.....
(Print name and title below signature)

DEED

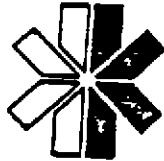
Dated:

. 19

Record and return to:

EDISON GLEN ASSOCIATES, a New Jersey
Partnership Grantor.
TO

Grantee.



Frank Ciccarino
Vice President

J. I. KISLAK AGENCY, INC.

Insurance Service of The Kislak Organization

1000 Route 9 / Woodbridge, New Jersey 07095 / (201) 750-3000 • (212) 962-3900

June 17, 1986

To Whom It May Concern:

RE: Edison Glen Condominium Association


Sir:

Please be advised that our agency will provide the following insurance coverages for the above.

1. Building Insurance covering losses caused by perils of Fire, Extended Coverage and All Risk up to a maximum of \$15,750,000. These losses are covered on a replacement cost basis, are subject to 90% co-insurance clause and contain a \$1,000. deductible (per occurrence) clause.
2. Basic General Liability in the amount of \$1,000,000.
3. Umbrella Liability in the amount of \$5,000,000.
4. Non-Owned and hired Automobile Liability covers Bodily Injury \$250/500,000. and Property Damage of \$100,000.
5. Appropriate Worker's Compensation coverage.
6. Fidelity Bonds in the amount of \$50,000. per person as needed.
7. Directors and Officers Liability coverage in the amount equal to the \$250,000/\$500,000. annual budget and a year subsequent to the first year of the Condominiums operation, reflecting the reserves.

Based on the information provided our office, we have determined the above coverages to be adequate for this complex upon completion of construction.

Very truly yours,


Frank Ciccarino
Vice President

FC:sr

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AGREEMENT

AGREEMENT made and entered into this day of 1986,
by and between EDISON GLEN CONDOMINIUM ASSOCIATION, INC., a New
Jersey non-profit corporation, with offices at 900 Woodbridge
Center Drive, Woodbridge, NJ 07095 (hereinafter referred to as
the "Association") and GARDEN APARTMENTS MANAGEMENT, INC., a New
Jersey corporation, with offices at 900 Woodbridge Center Drive,
Woodbridge, New Jersey 07095 (hereinafter referred to as the
"Manager"):

S T I P U L A T I O N S:

A. The Association is responsible for the administra-
tion, management and operation of the common elements of that
certain condominium complex known as EDISON GLEN, located in the
Township of Edison, County of Middlesex and State of New Jersey
(hereinafter referred to as the "Development");

B. The Manager possesses expertise in office manage-
ment and bookkeeping services.

C. The Association desires to engage the Manager to
perform all usual office management and bookkeeping services
required for the efficient administration and management of the
common elements located at the Development.

NOW, THEREFORE, in consideration of the foregoing and
to the terms and conditions herein set forth, the parties hereto
agree as follows:

1. The Association hereby employs the Manager to perform all usual office management and bookkeeping services associated with the efficient administration and management of a homeowners association and the Manager hereby accepts said employment under the terms and conditions hereinafter provided.

2. The responsibility of the Manager pursuant to this Agreement shall commence sixty (60) days prior to the conveyance of title to the first unit in the Development and shall continue for a period of one (1) year thereafter, provided, however, that either party shall have the right to terminate this Agreement for cause by affording the other party at least thirty (30) days prior written notice of said termination.

3. The Association agrees to pay the Manager for all services to be performed pursuant to this Agreement, at the rate of \$15,000.00 per annum. Such fees are to be payable in equal monthly installments of \$1,250.00 per month payable prior to the last day of each month. In the event of any termination hereof, said fees shall be pro rated to the date of termination.

4. The services to be rendered by the Manager in connection with the operation, administration and management of the Development and the Association are those usual office management and bookkeeping services associated with the proper operation of a condominium complex, and customarily performed by one holding such a position.

**EDISON GLEN
CONDOMINIUM ASSOCIATION, INC.**

**Residents Handbook
of Rules & Regulations,
and
General Information**

Association Office (908)321-3371

WEDNESDAY AND FRIDAY

Management Offices

**Midlantic Property Management, Inc.
1031 Amboy Avenue
P.O. Box 2130
Edison, New Jersey 08818
(908)225-5776
Jim Polos
9:00 a.m. - 5:00 p.m. Weekdays
After 5:00 p.m. or Weekends
Emergency**

EMERGENCIES

Police	911
Fire	911
Rescue	911

NON EMERGENCIES

Police	287-0700
Fire	287-0100
Rescue	287-0100

WELCOME TO EDISON GLEN

Edison Glen is a condominium development within the Township of Edison, County of Middlesex, established under the laws of the State of New Jersey.

This orientation handbook is designed to introduce you to the Association. For everyone to get the most out of our environment, it is imperative that certain rules and regulations be observed. This handbook is not intended to supersede or replace the recorded Master Deed and if this handbook conflicts with the recorded Master Deed or By-Laws, the recorded Master Deed shall govern.

PLEASE READ THIS HANDBOOK CAREFULLY.

Edison Glen consists of:

21 acres
315 Condominium Units
1 Swimming Pool and 1 Pool House

As an owner or tenant at Edison Glen, it is your responsibility to be familiar with the rules and regulations governing your community. You will be subjected to fines and other penalties if you violate any of the governing rules and regulations.

YOUR CONDOMINIUM PROPERTY

The condominium concept of real estate has been made a part of modern living by laws enacted by the State Legislature.

Condominiums consist of three separate elements:

1. Common element, which belongs to everyone. This include all grass, sidewalks, roads, the outside of buildings and the recreational facilities.
2. Limited use common element, which includes entryways, patios and balconies on your units. Although these are limited to your use, they form a part of the Common Elements and are subject to rules and regulations imposed by the Association.
3. Restricted use element which is the inside air space of your unit from painted wall to painted wall.

THE ADMINISTERING ASSOCIATION

The Condominium is managed by Midlantic Property Management, Inc., having its principal office at 1031 Amboy Avenue, Edison, New Jersey 08818. The managing agent is hired by the Association. The members of the Association have elected a Board of Trustees, as set forth in the Master Deed, which is vested with the Rights, Powers and Privileges and duties necessary for proper administration in accordance with the provisions of the Master Deed, the By-Laws and the Rules and Regulations of the Association and the Condominium Act of the State of New Jersey.

ASSOCIATION MEMBER

Every owner or co-owner of a unit is a member of the Association until such time as his ownership of a dwelling unit ceases. A payment of a one time non-refundable capital contribution fee of \$200.00, is required at the time of closing. Each unit may exercise one vote in any election conducted by the Association providing that the unit owner is in good standing and all fees and charges have been paid in full. Tenants of a unit are not members of the Association, and therefore are not entitled to vote except as the member shall permit the tenant or occupant to exercise the proxy vote of the member.

As an owner or tenant occupying a condominium unit, you enjoy access to the recreational services and facilities enjoyed by all other residents. In return, you have the obligation to make sure that Edison Glen is properly maintained, protected, operated and improved. Some of your rights and obligations are outlined as follows:

- * You have the right to use the recreational and social facilities of the community. You have an obligation to follow the rules and regulations established for the benefit of all residents.

- * You have the right to seek the assistance of the Board of Trustees and Administration for any problem you might encounter. You have the obligation to do so in a courteous manner and at the appropriate time and place.
- * You have the right to privacy and safety for yourself, your family and property. You have the obligation to comply with the rules and regulations developed by Edison Glen.
- * You have the right to be interested and involved in all aspects of the running of Edison Glen, but you have the obligation to do so in a responsible manner and your participation in the various committee is invited.
- * You have the right to sound, fiscal administration and policies in the operation of Edison Glen. You have the obligation to pay your monthly condominium fees and any special assessment fully and promptly. Failure to do so deprives the community of financial well-being, services and facilities. Failure also subjects the owner to late fees, a possible lien on his/her property, a law suit or a foreclosure. You also lose privileges to the use of Common Elements such as the swimming pool.
- * You have the right and obligation to participate in all elections. Failure to vote on important issues deprives the community of a clear consensus of what is (or is not) needed or desired by the majority of owners and delays or impedes decision.

RESIDENT MEMBER

A resident member is a permanent resident of the unit. A visiting member of the family is not considered a resident member, but is a guest subject to all rules and regulations of Edison Glen.

RESTRICTIONS OF OCCUPANCY

1. No business trade or professions may be conducted in any unit.
2. No resident shall permit anything to be kept or done in their unit or in the Common Elements which will cancel or alter the rate of insurance for the development.
3. SOLICITATION is not allowed. Distribution of flyers is prohibited.
4. Residents are not allowed to hang or display anything on the outside walls or the doors of the building.
5. No signs shall be permitted on the exterior or visible interior of any unit.

6. ANIMALS

- One dog or cat only is permitted in each unit.
- Animals must be housed within the unit and are not allowed to be tied outside a unit or on common grounds, or left unattended in hallways.
- No resident may keep or maintain any animal which habitually barks or cries so as to disturb the public peace.
- All pets must be kept on a leash at all times and are not permitted to run free anywhere on the common grounds.
- Owners must curb their pets, pick up droppings, and dispose of droppings in the proper receptacles. It is absolutely forbidden to walk a pet to relieve itself in any manner on the grass or sidewalks or in the immediate front or rear of any unit.

RENTAL RESTRICTIONS OF UNITS

No unit may be rented for less than 90 days. When a unit owner wishes to rent his unit he must notify the Management Company and furnish the Association with a copy of the Rental Agreement which should be subject to all the Rules and Regulations of Edison Glen Master Deed and By-Laws. The unit owner at all times is responsible for the behavior of his tenants. The unit owner will be subjected to fines and other penalties if his tenant does not abide by the Rules and Regulations. When an owner rents his unit, he/she is no longer entitled to any owner privileges in Edison Glen except to cast the votes associated with the Unit and attend meetings of the Association.

All leases between owners and their tenants shall contain a rider to be prepared and furnished to the Association addressing the following issues:

- a. The association Rules and Regulations, and those portions of the Edison Glen Master Deed and By-Laws addressing operational issues, shall be made a part of and physically incorporated into the lease, and made applicable to the tenant's behavior; and
- b. Should the owner become delinquent in the payment of maintenance fees or any other charges due to the Association, the tenant agrees to pay all, or a portion of their rent, directly to the Association until any such delinquency is eliminated. This shall not apply if the owner has disputed charge and is actively contesting it.

RESALE OF UNITS

It is the responsibility of the unit owner to notify the Association of the sale of his unit. The purpose of this notification is to allow the association to update its records. This should be in writing to the Managing Agent giving the name and address of Purchasers and Purchasers' Attorney.

MAINTENANCE ASSESSMENT

Billing for the Association maintenance fees are done on a monthly basis; Payments are due by the tenth (10th) day of the month.

Checks should be made payable to:
Edison Glen Condominium Association
Checks should be sent to:

*Medlantic
18 Box
Edison*

(You should note Unit # or Account # in the lower left hand corner of your check)

In an effort to encourage timely payment of maintenance fees, the following schedule of late fees are in effect:

Payment not received by the tenth (10th) of the month due - \$10.00

(eg. Maintenance fee due on January 1st. Payment not receive until March 3rd. Late fee assessed on January 10th and February 20th for a total of \$30.00)

Non payment of maintenance fees will result in late fees and the filing of a lien against the unit. Also, the resident will be denied the use and enjoyment of the Common Elements and Facilities of Edison Glen.

Prompt payments are important as your maintenance fees pay for these and other items:

1. Management company services.
2. Recreation facilities maintenance.
3. Grounds maintenance.
4. Painting and repair of the exterior buildings but, generally, not work to the interiors of units.
5. Garbage removal.
6. Water and Sewer.
7. Snow clearing.
8. Payment of all Association contractors, sub-contractors.
9. Insurance on all common elements.
10. Legal counsel and accounting services.
11. Capital repairs and replacement.
12. On site maintenance employees.
13. Electricity of Common Areas.

ACCESS TO CONDOMINIUM UNITS

The Association shall have the irrevocable right, to be exercised by the Board of Trustees or Manager of the Association, to have the access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common elements therein or accessible therefrom or for making emergency repairs where necessary to prevent damage to the common elements or another dwelling unit or units. Every effort

will be made to give the occupants of the Unit reasonable notice; however, no notice may be given to the unit owner/occupant when an emergency situation exists.

EDISON GLEN CONDOMINIUM ASSOCIATION

ASSOCIATION OFFICE

The Association Office is located in the Cabana Pool Area - on-site. The regular office hours are Tuesday and Thursday from 9:00 a.m. to 3:00 p.m. All telephone calls should be directed to Midlantic Property Management, Inc. (908)225-5776.

BOARD OF TRUSTEES

The affairs of the Association shall be governed by a Board of Trustees consisting of (5) persons elected or appointed in accordance with the Master Deed and By-Laws.

The Board consists of 4 Unit Owner elected members and one member appointed by the Developer. The 4 Unit Owner Trustees shall be elected to serve for a term of 1 year. At the expiration of the initial term of each Trustee, his successor shall be elected to serve for a term of 1 year, provided that each Trustee shall continue to hold office until his successor is elected. Trustees volunteer their time and expertise without compensation.

The Trustees shall be guided in their administration of the Association by the Master Deed, the By-Laws and such Rules and Regulations as they may promulgate.

STANDING COMMITTEES

It must be remembered that all committees and the Board of Trustees at Edison Glen are comprised of residents who are volunteering their time and effort to serve our community. The general giving of their knowledge for the betterment of Edison Glen should be appreciated by all. It benefits all residents to aid these committees as much as possible and to abide by their decisions. ALWAYS REMEMBER - THEY ARE VOLUNTEERS.

GROUNDS MAINTENANCE AND ARCHITECTURAL CONTROL COMMITTEES

To advise the Board of Trustees of all matters pertaining to the maintenance, repair and improvement of the buildings and grounds, maintaining the beauty and aesthetic appearance of the common areas and formulating guidelines for modifications which affect the common and limited common elements (interior and exterior of buildings). These committees shall also perform other functions as the Board of Trustees may determine.

COVENANTS COMMITTEE

Since we at Edison Glen have a set of Rules and Regulations, we must have a method of enforcing these Rules for the greatest benefit of all.

Therefore, a Committee will be established to deal with those who are not conforming with said Rules. We are a committee of "peers" whose only concern is to act for the common good and to enforce said Rules in order to reduce air tensions caused by high density living.

Violations of Rules and Regulations should be reported in writing to the Board of Trustees immediately and complaints mailed to Jim Polos c/o Midland Property Management, Inc.. The Board of Trustees shall upon receipt of said signed complaint, have the power to:

- a. Send a formal notice to cease and desist said violation.
- b. Dismiss such complaint.
- c. Convene a hearing. If a hearing is deemed necessary, all interested parties will be contacted in writing stating the nature of the complaint and indicating the date, time and place of such hearing. The Covenants Committee shall, at the above-mentioned hearing, take all relevant testimony and afford the accused the right to cross-examine, present evidence (and witnesses) in their own behalf. The Covenants Committee shall render a judgment after the hearing and respond to an appeal by an aggrieved unit owner or tenant.

Penalties

The following is a schedule of fines set forth in Policy Resolution 1-94 which pertains to violations:

Violation - A minimum fee of \$25.00 a day. An additional \$25 fee will be imposed for each day that the violation exists and remains unabated.

Any fine imposed will be considered a charge and lien against the unit and is subject to collection in accordance with the Master Deed and the By-Laws of Edison Glen.

GENERAL INFORMATION

Bulletin Boards

A Bulletin Board will be located on Edison Glen Terrace in front of Building 16 to keep all residents informed of the issues of Edison Glen Condominium Association.

Newsletter

The Association newsletter, *Echoes from the Glen*, will be published on a bi-monthly basis. It contains various types of information geared specifically for the residents of our community from the Board of Trustees. Residents are encouraged to contribute pertinent material of community interest. Classified ads are also accepted for a minimal charge. A description of ad sizes and prices may be found on the last page of the most recent edition. Payment for these ads must be in form of a check made payable to: Edison Glen Condominium Association and may be mailed to *Echoes from the Glen*, P.O. Box 552, Metuchen, N.J. 08840-0552.

Lawns and Sprinklers

The Association is responsible for all lawn maintenance and foundation plantings put in by the Developer. Lawns will be watered as needed by the grounds maintenance contractor.

Lighting

The responsibility for the maintenance, repair and payment for use of street lights is that of the Association. If a light in your area is defective, please notify the Management Company. The common area hall lights are the responsibility of the Association. Please call the Management Company when replacement is necessary.

Noise

As a matter of neighborly courtesy, the operation of washers and dryers after 10 p.m. is strongly discouraged, as well as the use of radios or television sets with the volume on loud.

Outdoor Water Spigots

The townhouse units have outdoor water spigots. The water used from these spigots is paid for by the Association and can not be used for the washing of cars. If residents are found washing cars, fines will be imposed. \$50.00 each occurrence.

Solicitation

No solicitation without authorization is allowed. This includes distribution of flyers and signs posted inside or outside the unit.

Trash Collection and Recycling

Trash collection is Monday, Wednesday and Friday mornings. Plastic bags are to be used to contain trash and double bag when possible. No trash is to be placed outside dumpsters. If found fines will be \$50.00 per occurrence.

Recycling is the 1st and 3rd Mondays of the month. If there is a holiday on one of those days there will be no pick up. Aluminum cans, newspapers and glass (clear, brown and green) will be picked up. Glass is to be separated by color and placed in separate containers. Newspapers are to be tied in bundles not to exceed eighteen (18) inches in height. For pick up of large items such as appliances or furniture, call the disposal company to arrange for pick up before putting out items.

Mandatory recycling of glass and aluminum cans is in effect in Edison Glen. It is the law. Failure not to comply could result in fines. Any person found guilty of this town code 114 shall be subject to a fine of not more than \$500.00 or imprisonment for a period of not more than 90 days.

TV Antennas

All units are pre-wired for cable television. Connection to the cable system is the responsibility and expense of the Homeowner. No antenna of any type is permitted in or on any of the common elements, including the roof, attic crawl space and balconies.

GENERAL RULES AND REGULATIONS

Animal Control

All pets must be registered with the Association

The Township requires dogs and cats to be licensed. These licenses must be renewed annually. Any dog or cat in the Condominium must be licensed by the township. Pets are not allowed to be tied outside a unit or on common grounds or to be left unattended on balconies or at the doorways to units. Fine will be \$50.00 each occurrence. No resident shall keep, harbor or maintain any animal which habitually barks or cries so as to disturb the public peace. Owners of pets that are left alone for extended periods of time must see that the windows and doors of the units are secured. No animals are permitted in the pool areas at any time.

It is absolutely forbidden to walk a pet to relieve itself in any manner on the grass or sidewalks or in the immediate front or rear of any unit. Designated areas are along the perimeter of Edison Glen and grassed area by Route 1. It is the owner's sole responsibility to curb their pet and carry an implement as a

the owner's sole responsibility to curb their pet and carry an implement as a means of picking up droppings. It is prohibited to dispose of such droppings down storm sewers. All pets must be kept on a leash at all times and are not permitted to run free anywhere on the common grounds in Edison Glen. Cats should be kept indoors at all time or if taken outdoors must be on a leash. These rules will be strictly enforced and violators will be subject to penalties levied by the Association as well as the Township of Edison. These rules have been implemented to preserve the enjoyment of the common areas for all residents.

Firewood

The storage of firewood is limited to balconies only.

Gas-Fueled Outdoor Grills

Regulations regarding barbecue grill usage in multiple family dwelling units, condominiums:

The State of New Jersey, effective February 18, 1985, adopted a Uniform Fire Code which effectively sets forth fire prevention regulations throughout the State. A part of the code addresses the use of propane fueled equipment, including grills. It is a violation to store or even carry propane in or through a dwelling unit, including balconies, etc.

In an attempt to satisfy the intent of the code and still allow a reasonable degree of enjoyment of your home and property, the following regulations are the minimum acceptable standards.

1. No grill, gas or solid fuel will be used within 5 feet laterally of any portion of any structure, including but not limited to floors, walls, railing, privacy, fences, decks, roofs, ceilings, balconies, etc.
2. No grill, gas or solid fuel, is to be used within any dwelling unit.

We must also remind you that NJAC 5:18-2.17 states that "When an owner has been given notice of a violation of this code and has not abated the violation, he shall be liable to a penalty in the amount of the actual cost to the fire department of suppressing any fire directly resulting from the violation." This is, of course, in addition to any penalties assessed for non-compliance with the code.

The Uniform Code also permits Fire Official to assess penalties in amounts up to \$5,000.00 per day per violation if he judges it necessary, and to order the premises vacated in the event of a condition of imminent hazard. It is sincerely hoped that this will not become necessary.

Guests

Resident members are fully responsible for the conduct and actions of their guests. Fines will be levied to the owner for the misconduct of guests.

Laundry

Hanging of laundry outdoors on a clothesline or dryer rack is prohibited. No laundry may be hung on balconies or patios or in hallways where it can be seen. \$50.00 each occurrence.

Outdoor Furniture

Outdoor or lawn furniture may not be left on lawns or among the shrubs when not in use. This allows the lawn work to proceed unimpeded by obstacles and precludes damage to personal property. Lawn ornaments or decorations are prohibited.

Patio Doors

All screens on patio doors are the responsibility of the Owner to fix. If not in tact at all times, fines will be imposed. \$25.00 each day till fixed.

Outdoor Planting

Residents are permitted to landscape the foundation area of their units subject to consideration of the Board. However, once done, the resident is responsible for the care and maintenance of this area. Foundation area is considered to be that area three feet from the foundation.

No other plantings are permitted without the approval of the Board of Trustees. This rule is necessary to prevent unintentional damage to underground wires and sprinkler systems and to insure that lawn mowing can be performed without too many obstacles. Fruits and vegetable plants are not permitted.

Storage

No storage is permitted in common hallways or under stairs of any building. Violators may be subject to these items being confiscated and the imposition of fines. Balconies may be used for storage of certain items such as lawn furniture, grills & bicycles only, subject to restrictions imposed by the Board of Trustees.

TRAFFIC AND PARKING REGULATIONS

Speed Limits

The speed limit throughout Edison Glen is 10 MPH. All residents must abide by these speed restrictions.

Stop Signs

Residents must observe all traffic signs. In the absence of a Stop Sign, it is always wise to stop and look in both directions before proceeding through a main intersection or onto a main roadway. Be cautious.

Vehicle Operation

No vehicle without adequate noise suppressions shall be operated in Edison Glen, nor shall any vehicle be operated in a manner so as to create excess noise. No motorized vehicle may be operated in any area other than the roadways. Car radios are to be turned down.

Bicycles

Bicycles may be operated on the streets in a cautious and prudent manner so as to avoid injury to the riders or others. No bicycles allowed on grass. If violated, \$50.00 each occurrence.

Parking

1. Only private passenger-type cars, station wagons, vans and two-wheel, motorized vehicles are allowed to park overnight.
2. No recreational vehicles (campers, house trailers, motor homes, etc.) or commercial vehicles will be allowed to park overnight without special permission by the Board of Trustees.
3. All vehicles parked in Edison Glen must be kept in operable condition and have current plates and inspection sticker.
4. Residents will refrain from performing any repairs or service to their vehicles which could cause damage to the common area or cause a nuisance to other residents. \$50.00 each occurrence.
5. During snow clearance times, owners must cooperate with the equipment operators by moving their vehicles if requested.
6. In the event a car is parked within 10 feet of a hydrant or in front of a mailbox island, or in any area not designated by lines for such purpose or is impeding a snow plow or blocking someone else's parking space, reasonable efforts will be made to locate the owner. If the owner cannot be located, or if located, refuses to move the vehicle within a reasonable time, it will be towed.
7. Residents will be responsible for compliance with all parking regulations by their guest.
9. All vehicles must be parked within designated parking spaces; between adjacent white lines.
10. Parked vehicles shall not extend beyond the curb line nor shall they overhang the grass areas. Any cars in violation will be towed at owners expense.
11. Cars parking on Edison Glen Terrace must park facing direction of traffic.

12. Cars that are unlicensed, unregistered and disabled will be towed away at owner's expense.
13. Any car parked in areas designated as "No Parking" will be towed at the owner's expense.

RECAP OF ALL RULES AND REGULATIONS

1. Edison Glen Condominium and Townhouses are Single-Family residence and are only to be utilized as such.
2. No business trade or professions may be conducted in any unit.
3. No resident shall permit anything to be kept or done in their unit or the Common Elements which will cancel or alter the rate of insurance for the development.
4. SOLICITATION is not allowed. Distribution of flyers is prohibited.
5. Residents are not allowed to hang or display anything on the outside walls or the doors of the building.
6. No signs shall be permitted on the exterior or visible interior of unit.

7. ANIMALS

- One dog or cat only is permitted in each unit.
- Animals must be housed within the unit and are not allowed on the balcony and/or to be tied outside a unit or on common ground left unattended in hallways. Fines will be imposed.
- No resident may keep or maintain any animal which habitually barks or cries so as to disturb the public peace.
- All pets must be kept on a leash at all times and are not permitted to run free anywhere on the common grounds.
- Owners must curb their pets, pick up droppings, and dispose of droppings in the proper receptacles. It is absolutely forbidden to walk a pet to relieve itself in any manner on the grass or sidewalk or in the immediate front or rear of any unit.

8. LAUNDRY

It is absolutely prohibited to hang laundry, towels during summer on the balconies, condo hallways, or anywhere outdoors on the common property. Fines will be imposed.

SEASONAL DECORATIONS

9. Holiday decorations must be removed 5 days after holiday. All Christmas decorations must be down by the 15th of January.

10. NOISE

No loud music, loud parties, or any other annoying or offensive activity is allowed. Edison Police will be called.

No exterior loudspeakers are permitted.

11. No unshielded floodlights or other decorative lights may be installed on balconies or on the outside of the buildings.
12. All units are pre-wired for cable television, which is the responsibility and expense of the resident. No antenna or any type of communication aerials may be installed or affixed on the buildings or property, including the roof or attic crawl space and balconies.
13. **RESALE OF UNITS;** In the event that a unit is put up for sale, owners are required to advise the Management Company/Board of Trustees within one month.
 - At least 30 days prior to closing, owners are required to give written notice to the Management Company/Board of Trustees with full information regarding the names and addresses of the purchasers and purchaser's attorney.
14. **LEASE/RENTAL RESTRICTIONS OF UNITS:** In the event that a unit is leased, owners are required to give written notice to the Management Company, Board of Trustees at least 30 days prior to the commencement of the lease, with full information regarding the names of the tenants. \$150.00 fine imposed if not complied with.

All leases between owners and their tenants shall contain a rider to be prepared and furnished to the Association addressing the following issues:

 - The association Rules and Regulations, and those portions of the Edison Glen Master Deed and By-Laws addressing operational issues, shall be made a part of and physically incorporated into the lease, and made applicable to the tenant's behavior.
 - Should the owner become delinquent in the payment of maintenance fees or any other charges due to the Association, the tenant agrees to pay all, or a portion of their rent, directly to the Association until any such delinquency is eliminated. This shall not apply if the owner has disputed charge and is actively contesting it.
 - The units are not to be rented or utilized for transient or hotel purposes.
 - A lease must be in writing for a minimum of 90 days, for the rental of the entire unit, and subject to the provisions of the Master Deed, By-Laws and Rules & Regulations of the Association.
 - A copy of the lease must be sent to the Management Company within 5 business days prior of occupancy. Failure to comply will result in a \$50.00 fine.
 - The owner of the unit is responsible for their tenants compliance with the regulations of the Master Deed, By-Laws and Rules & Regulations of the Association, and must take measures to correct any default within 5 business days of written notification.
15. Residents are not allowed to burn, chip or cut anything on, over or above the Common Elements.

16. Residents are not allowed to paint, decorate or in any way alter the outside appearance of any portion of the exterior of the building.

Structures such as sheds, dog houses, etc. are not permitted to be built or maintained upon, in, over or under the Common Elements.

Alterations, modifications, repair or replacement of Common Elements is not allowed without the written consent of the Board of Trustees.

17. TRASH COLLECTION

- Trash collection is on Monday, Wednesday and Friday mornings. Trash and household garbage must be deposited neatly in the dumpsters. If you don't hit the dumpster, you MUST clean up your mess.

18. RECYCLING

-Newspapers are to be neatly tied with cord in bundles no higher than 12 inches, and placed in the receptacles provided.

- Aluminum cans, plastic containers and glass are to be deposited into the bins provided. DO NOT place the plastic bags you used to carry the recyclables into the bins. Empty recyclables into the bins and throw plastic bags into the dumpster.

19. Draperies, blinds, curtains, or other appropriate window coverings (this does not include sheets, towels, quilts, etc.) must be installed in each unit, and properly maintained. Ripped or torn blinds or curtains must be replaced promptly.

20. The Common Elements shall be used only for the purposes for which they were intended.

21. MAINTENANCE FEES

Maintenance fees in the amount of \$125.00 are to be paid promptly by the 10th of every month. Failure to pay the maintenance fees on time will result in an assessment of late fees in the amount of \$10.00. Please note that continued failure to pay maintenance fees and/or late fees can result in a lien being placed upon that unit and will be due and payable prior to resale of the unit as set forth in the By Laws of Edison Glen Condominiums Association.

22. ACCESS TO UNITS

The Association has the irrevocable right to have access, at reasonable hours, to each unit as may be necessary for the maintenance, repair or replacement of any of the Common Elements. In the event of an emergency, the Association has the right to have access to a unit, without notice, to have access to a unit in order to make repairs necessary to prevent damage to the Common Elements or to another Unit or Units.

23. OUTDOOR GRILLS

The State of New Jersey and the Township of Edison prohibit the use of gas or solid fuel grills within 5 feet laterally of any structure.

24. STORAGE

It is a direct violation of State Regulation N.J.A.C. 5:18-3.5(b) to use hallways, exitways, open stairwells and/or landings as storage space. Therefore nothing can be left in any hallways or open stairwells and/or landings between buildings at Edison Glen. These areas are the only means of exiting in the event of a fire.

THIS MEANS THAT NO BICYCLES, BOOTS, SHOES, STROLLERS, TOYS, CHAIRS, MOPS, LAWN TOOLS, TRASH CANS, KITTY LITTER AND/OR BOXES, AND/ALL PERSONAL ITEMS ARE TO BE PLACED IN ANY OF THESE AREAS. ITEMS FOUND IN THESE AREAS WILL BE REMOVED BY THE MANAGEMENT COMPANY, WHO WILL ATTEMPT TO TACK A NOTICE ON YOUR DOOR ADVISING THAT THE ITEM MUST BE REMOVED WITHIN 5 DAYS. ANY PROPERTY REMOVED BY THE MANAGEMENT COMPANY WILL BE DISPOSED OF BY THE MANAGEMENT COMPANY, WHO WILL HAVE NO OBLIGATION TO STORE THE PROPERTY.

25. PARKING REGULATIONS

[a] Parking is allowed for residents and their guests only.

[b] No parking is permitted in the designated fire lanes along Edison Glen Terrace.

The Township of Edison has the right to impose fines of up to \$5,000 for each violation of this no parking regulation. If the Township imposes a fine, the unit Owner or resident violating the Code will be held responsible for the fine. The Association will rigorously enforce the payment of the fine by the violating party since continued failure to comply and/or enforce this parking ban can put Edison Glen in jeopardy.

THEREFORE, ALL CARS PARKED IN FIRE LANES, DESIGNATED HANDICAPPED SPACES, IN FRONT OF MAIL BOXES, DUMPSTERS, RECYCLING SHEDS AND ALONG CURBS NOT DESIGNATED AS PARKING SPACES WILL BE TOWED AT OWNER'S EXPENSE. IN ADDITION, ALL UNREGISTERED, ABANDONED OR DISABLED VEHICLES WILL BE SUBJECT TO TOWING WITHOUT NOTICE AT OWNER'S EXPENSE. TOWING WILL BE DONE ON DAYS, EVENINGS AND WEEKENDS, AND AT THE SOLE DISCRETION OF THE BOARD.

[c] No trailers, boats, disabled vehicles, or any other inoperable vehicles are allowed to be parked on the condominium property.

RECREATIONAL FACILITIES

Pool

The use of the pool is a privilege. Any unit owner who is not a member in good standing with the Association will not be issued a pool pass for themselves or if renting, to their tenants. The Association has the right to revoke pool passes from unit owners or tenants who do not abide by the rules.

Pool Rules

1. Use of the pool is restricted to residents of Edison Glen and their guest. Guest must be accompanied by a member and have a member in attendance at all times.
2. Children under 13 **MUST BE ACCOMPANIED BY AN ADULT, AGE 18 OR OVER, AT ALL TIMES.** Children caught misbehaving will have their pool passes revoked for a period of one week.
3. Food is permitted in personal coolers. Drinks are permitted in the pool area but under no circumstances will glass be permitted anywhere within the pool enclosure. **ALCOHOLIC BEVERAGES ARE NOT PERMITTED.** No food deliveries will be allowed into the pool area. No parties or barbecues will be permitted.
4. Residents may bring their own chairs but the Association will not be responsible for any damage or loss.
5. Bathing suits only are permitted in the pool, no cutoffs.
6. Babies must wear plastic pants in the adult pool. Anyone caught using disposable diapers could be issued a \$20.00 fine.
7. **FLOTATION DEVICES ARE NOT PERMITTED IN THE POOL.** Swimmies or safety tubes are permitted for children under five years of age or non-swimmers when accompanied by an adult. Children under 5 years or non-swimmers must have adult supervision at all times in the pool.
8. No running around the deck area. No horseplay or unnecessary splashing in the pool. No ball playing or toys (i.e. waterguns) are to be brought into the pool. Be considerate of others.
9. No pets are allowed in the pool area.
10. Pool Committee member or Lifeguards have the final say as to whether the pool will be open or closed during inclement weather.

11. Under normal conditions the pool will be open Memorial Day weekend and will open weekends until the middle of June at which time the pool will be open everyday until Labor Day. A schedule will be sent each season for the exact time.
12. All residents and guests must wear passes in the pool area. No person will be admitted without a pass. All guests must be accompanied at all times by a resident of Edison Glen.
13. Smoking is permitted in all areas of the pool except by the baby pool or within the concrete perimeter of the adult pool. All smokers must use the smoking receptacles in the pool area.
14. No chairs or blankets shall obstruct the walkway or concrete perimeter of the adult pool.
15. Since the law states that we are not required to have lifeguards, they are being provided to enforce the rules and for your safety. Please watch your children while they are in the pool area. State laws concerning pool areas are available from the Board upon request.
16. No loud radios at any time.

It is the Board of Trustees intention to enforce these Rules and Regulations vigorously. Please read carefully and let it be known that the Rules of this booklet will be strictly enforced.

Attached are copies of all resolutions passed by this Board and are in force.

RESOLUTION OF BOARD OF DIRECTORS OF
EDISON GLEN CONDOMINIUM ASSOCIATION, INC.

RESOLUTION #1-93

Adoption of Rules and Regulations
Governing Pets, Notice of Sale or
Lease of Unit, and Moving

WHEREAS, the Board of Directors of the Association is empowered at Article V, Section 10.L. to adopt, distribute, amend and enforce compliance with such reasonable Rules and Regulations relative to the operation, use and occupancy of the Units, Common Elements and facilities of the Association, and to amend the same from time to time as the Board may deem necessary or appropriate, which Rules and Regulations, when approved by appropriate resolutions, shall be binding upon the owners and occupants of the Units; and

WHEREAS, the Association, acting through its Board of Directors, has the duty pursuant to the New Jersey Condominium Act, N.J.S.A. 46:8B-14(c), to adopt, distribute and enforce rules governing the use and operation of the Condominium and the Condominium Property and the use of the Common Elements; and

WHEREAS, Section 18 of the Master Deed for Edison Glen Condominium, and Article XIV, Section 23 of the By-Laws of Edison Glen Condominium Association, Inc. provide that an Owner shall have the right to lease his Unit, provided that the terms of the lease are subject to the terms and conditions of the By-Laws, Rules and Regulations of the Association, and the provisions of the New Jersey Condominium Act; and

WHEREAS, Article XIV, Section 4 of the By-Laws restricts the the number of animals which may be raised, kept in any Unit to one (1) dog or one (1) cat; and

WHEREAS, the Board of Directors, in accordance with previously recited powers and duties has deemed it appropriate this time to promulgate, adopt, publish and enforce certain and Regulations.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors that the following Rules and Regulations be and are adopted, ratified and confirmed:

A. Pets.

1. If a Unit Owner or Tenant of a Unit Owner who to harbor a pet in the Unit under the Lease, the Pet Registration Form, attached as Exhibit A to this Resolution, must be completed by the Tenant and submitted to the Managing Agent prior to the keeping of the pet in the Unit. For any pet being kept in the Unit as of the effective date of this Resolution, the Unit Owner or Tenant must submit the Pet Registration Form to the Managing Agent within thirty (30) days of the effective date of this Resolution.

B. Notice of Sale or Lease.

1. Thirty (30) days before either the sale of the Unit or the commencement of any lease for a Unit, the Unit Owner

be required to give written notice of the following to the Managing Agent for the Association:

SALE:

- a. Name of Purchaser.
- b. Name and Address of Purchaser's Attorney.
- c. Closing Date.

LEASE:

- a. Name of Tenant on Lease.
- b. Name(s) of Other Occupant(s) of Unit.
- c. Commencement and Termination Dates of Lease.

2. Every Unit Owner or Tenant of a Unit (where the Unit is occupied by a Tenant) shall complete and submit to the Managing Agent the Vehicle Registration Form, attached as Exhibit B to this Resolution, within seven (7) days of taking occupancy of the Unit.

3. The Unit Owner is responsible for causing the Tenant and/or other occupants of the Unit to abide by the Association's Rules and Regulations and to comply with the Master Deed and By-Laws of the Association.

C. Moving.

1. Any Unit Owner or Tenant must give written notice to the Managing Agent of the date and time at which it intends to move its possessions either into or out of a Unit. The hours between which possessions may be moved shall be restricted to the hours between 8:00 a.m. to 6:00 p.m. The requirements of this paragraph shall apply only to the movement of furniture or personalty which require the use of a truck, moving van, or any commercial mover.

2. The parking or driving of any vehicle or truck on or over any sidewalk, or grass is prohibited.

3. The Unit Owner will be responsible for any damage caused by the Tenant in connection with moving either into or out of a Unit.

Resolution moved by Mr. [Signature] and seconded by [Signature].

	<u>In Favor</u>	<u>Opposed</u>	<u>Abstained</u>	<u>Absent</u>
Eileen Nobrega	<u>[Signature]</u>	_____	_____	_____
Regina Paglia	<u>[Signature]</u>	_____	_____	_____
JoAnn Federico	<u>[Signature]</u>	_____	_____	_____
Mel Freidlander	<u>[Signature]</u>	_____	_____	_____
Paul Visser	_____	_____	_____	_____

The Rules and Regulations set forth in this Resolution shall become effective December 13, 1993.

RESOLUTION OF BOARD OF DIRECTORS OF
EDISON GLEN CONDOMINIUM ASSOCIATION, INC.

RESOLUTION #1-94

Fines and Enforcement of
Rules and Regulations

WHEREAS, the Board of Directors of the Association is empowered at Article V, Section 10.L. of the By-Laws of the Association to adopt, distribute, amend and enforce compliance with such reasonable Rules and Regulations relative to the operation, use and occupancy of the Units, Common Elements and facilities of the Association, and to amend the same from time to time as the Board may deem necessary or appropriate, which Rules and Regulations, when approved by appropriate resolutions, shall be binding upon the owners and occupants of the Units; and

WHEREAS, the Board of Directors of the Association is empowered at Article V, Section 10.O to levy fines against a Unit or owner for the violation of any rules or regulations of the Association, which fines shall be liens upon the Unit; and

WHEREAS, the Association, acting through its Board of Directors, has the duty pursuant to the New Jersey Condominium Act, N.J.S.A. 46:8B-14(c), to adopt, distribute and enforce rules governing the use and operation of the Condominium and the Condominium Property and the use of the Common Elements; and

WHEREAS, the President of the Association is empowered at Article VIII, Section 3 to appoint committees from among the members of the Association to assist in the conduct of the affairs of the Association; and

WHEREAS, the Board of Directors, in accordance with the previously recited powers and duties has deemed it appropriate at this time to promulgate, adopt, publish and enforce certain Rules and Regulations.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors that the following Rules and Regulations be and hereby are adopted, ratified and confirmed:

A. Enforcement. The Board of Directors shall have the power, at its sole option, to enforce any rule or regulation by any or all of the following: self-help; sending notice to the offending party to cause certain things to be done or undone; restoring the Association to its original position and charging the breaching party with the entire cost or any part thereof; complaint to the duly constituted authorities; or by taking any other action before any court, summary or otherwise, as may be provided by law.

B. Fines. The Board shall have the power to levy fines against any Unit Owner(s) for violation(s) of any rule or regulation of the Association or for any covenants or restrictions contained in the Master Deed or By-Laws, except that no fine may be levied for more than \$25.00 for any one violation; provided, 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 fine were a Common Expense owed by the particular Unit Owner(s). In spite of the foregoing, before any fine is imposed by the Board, the Unit Owner involved shall be given at least

five business (5) days prior written notice and afforded an opportunity to be heard, with or without counsel, with respect to the violation(s) asserted.

C. Hearing Process. The Board of Directors shall establish a Covenants Committee to provide a forum for aggrieved parties to seek a review of cease and desist notices issued by the Board of Directors and to provide a mechanism for alternative resolution of disputes between owners and other owners or tenants. The Covenants Committee shall be comprised of three (3) Unit Owners appointed by the Board of Directors to serve for terms of one (1) year. In addition, at any given time, one and only one member of the Covenants Committee shall be a sitting Director. This committee member's term shall automatically expire should he no longer serve as a Director at any point during his one (1) year term. In the event a matter before the Covenants Committee involves a matter in which a member of the Covenants Committee has an interest, such member(s) of the Covenants Committee affected shall be disqualified from participating as to that particular matter and the Board of Directors shall select an eligible Unit Owner to temporarily serve on the Covenants Committee with regard to that particular matter.

The Covenants Committee shall have the authority to review any cease and desist notices issued by the Board of Directors at the request, timely made, of an aggrieved party and to resolve disputes amongst eligible parties seeking the involvement of the Covenants Committee, all in accordance with the procedures set forth herein and as same may be supplemented by Rules and

Regulations promulgated, adopted and published by the Board of Directors.

D. Procedures. Any owner or tenant of an owner seeking to bring a matter before the Covenants Committee (from now on called the "Petitioner") shall do so in the following manner:

1. The Petitioner shall file with the Covenants Committee a written statement (from now on called the "Petition") setting forth in detail the matter being presented. The Petition must include a copy of the cease and desist notice. Also, in the case of cease and desist notices, any Petition must be received by the Covenants Committee within ten (10) business days of service upon the Petitioner of such cease and desist notice.
2. Within the ten (10) business days of its receipt of the Petition, the Covenants Committee shall provide any owner or tenant complained about by a Petitioner or, in the case of a cease and desist notice, the Board of Directors (from now on collectively referred to as the "Respondent"), with a copy of the Petition.
3. The Respondent shall prepare a written response and file same with the Covenants Committee within ten (10) business days of Respondent's receipt of a copy of the Petition.
4. The Covenants Committee shall review the written submissions of the Petitioner and the Respondent

and shall conduct such other inquiry as it deems appropriate. The Covenants Committee shall then make every effort to informally resolve the dispute between the parties in an amicable fashion.

5. In the event a matter pending before the Covenants Committee cannot be informally and amicably resolved within ten (10) business days of the date by which the Respondent was to have filed with the Covenants Committee its written response or any mutually agreed upon extension not to exceed thirty (30) calendar days from the expiration of the aforesaid ten (10) business days, the Covenants Committee shall hold a formal hearing upon ten (10) business days notice to the Petitioner and the Respondent. At such hearing, the Petitioner and the Respondent shall be permitted to be represented by counsel and shall further be permitted, directly or through counsel, to make such statements as they each desire and to present testimony, writings or other exhibits. The Covenants Committee shall conduct the hearing according to procedures established by it for the conduct of all such hearings, but, in all events, shall receive documents, statements and evidence without regard to the rules of the evidence that would be applicable in a formal legal proceeding.

The Covenants Committee shall endeavor, in good faith, to render a written decision within five (5) business days of the conclusion of the formal hearing. A copy of the decision shall be served upon the Petitioner, the Respondent and the Board of Directors by the Covenants Committee.

6. The Covenants Committee shall have the power to recommend to the Board of Directors that the cost of any hearing held as provided hereunder in an amount not to exceed a total of \$500.00 be assessed against one or more of the parties to such a hearing in such proportions as the Covenants Committee shall deem appropriate in its sole discretion.

7. A decision of the Covenants Committee shall become final ten (10) business days after it is served upon the Board of Directors. Prior to the expiration of the aforesaid ten (10) business days, the Board of Directors may review the decision and, in its sole and absolute discretion accept, reject or modify, in whole or in part, the decision, including, but not limited to, any recommendation of the Covenants Committee regarding imposition and/or allocation of costs. To the extent the Board of Directors determines that it is appropriate for the cost of the hearing to be assessed against one or more of the parties,

it shall cause such costs to be assessed or a Common Expense assessment and notice of same shall be served upon the responsible party or parties setting forth the terms of payment of the sums so assessed. In the event the Board of Directors modifies or rejects the decision of the Covenants Committee, it shall reduce its determination to writing and serve a copy of same upon the Covenants Committee, the Petitioner and the Respondent as the final disposition of the matter in question. The failure of the Board of Directors to modify or reject the decision of the Covenants Committee as aforesaid by serving notice of same within ten (10) business days of service upon it of a copy of the Covenants Committee's decision shall be deemed an affirmation by the Board of Directors of the decision of the Covenants Committee.

8. The prevailing party under the final decision may enforce compliance with any decision of the Covenants Committee and/or the Board of Directors by instituting suit in any court of competent jurisdiction. The cost of any such litigation, including reasonable legal fees, shall be borne by the parties in such a manner as the court deems equitable.

E. Obligation to Provide Procedure for Dispute Resolution.

Either through the Covenants Committee or otherwise, the Association shall, at all times, provide a fair and efficient procedure for the resolution of disputes between individual Unit Owners and the Condominium Association and between different Unit Owners that shall be a readily available alternative to litigation.

The Rules and Regulations set forth in this Resolution shall become effective 21st day of March, 1994.

Eileen Wolberg

Director

Regina P. ...

Director

~~*[Signature]*~~

Director

Joanne Federico

Director

Director

**RESOLUTION OF BOARD OF DIRECTORS OF
EDISON GLEN CONDOMINIUM ASSOCIATION, INC.**

RESOLUTION #2-94

Pet Rules and Regulations

WHEREAS, the Board of Directors of the Association is empowered at Article V, Section 10.L. of the By-Laws of the Association to adopt, distribute, amend and enforce compliance with such reasonable Rules and Regulations relative to the operation, use and occupancy of the Units, Common Elements and facilities of the Association, and to amend the same from time to time as the Board may deem necessary or appropriate, which Rules and Regulations, when approved by appropriate resolutions, shall be binding upon the owners and occupants of the Units; and

WHEREAS, the Association, acting through its Board of Directors, has the duty pursuant to the New Jersey Condominium Act, N.J.S.A. 46:8B-14(c), to adopt, distribute and enforce rules governing the use and operation of the Condominium and the Condominium Property and the use of the Common Elements; and

WHEREAS, the Board of Directors, in accordance with the previously recited powers and duties has deemed it appropriate at this time to promulgate, adopt, publish and enforce certain Rules and Regulations governing the maintenance of pets in the Condominium.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors that the following Rules and Regulations be and hereby are adopted, ratified and confirmed:

1. Not more than one (1) dog or one (1) cat may be kept in a Unit. Any dog or cat permitted under this Resolution may be referred to as a "pet" or "pets" in this Resolution.
2. No animals, livestock or poultry may be kept in any Unit or in the Common Elements for commercial purposes.
3. When a pet is outside of the Unit, it must be carried or on a leash and attended by a responsible person.
4. No pet may be leashed to any stationary object on the common areas.
5. No pet is permitted in or on any community facilities including, but not limited to, the clubhouse and the swimming pool area.
6. No owner may permit a pet to relieve itself on other than designated areas. Designated areas are as follows:
 - a. Grassy area along fence enclosing the perimeter of the Condominium property.
 - b. Grassy, treed area by Route 1.
7. The Owner and/or the responsible person accompanying a pet shall be responsible for the removal of wastes of the pet from the Common Elements. The owner or the responsible person shall have in its possession a "pooper scooper" or other devices or materials to collect and remove the wastes from the Common Elements.
8. Pet owner are responsible for any property damage, injury and disturbance that may be caused or inflicted by their pets.

9. No dog will be permitted to bark, howl, or make other loud noises for such an unreasonable time so that it disturbs the rest and/or peaceful enjoyment of Units or Common Elements by residents.

10. Every female dog while in heat shall be kept confined in a Unit so that she will neither be in contact with another dog nor create a nuisance by attracting other animals.

11. Any Owner who has leased his Unit and permitted his tenant to keep a pet in the Unit must obtain from the tenant a written agreement to abide by these rules and regulations, and submit a copy of such agreement to the Board of Directors. In any event, the Owner will be responsible for any breach of these rules and regulations by the tenant occupying the Unit.

12. The Owner of a pet shall complete and submit to the Board of Directors a Pet Registration Form in accordance with Resolution #1-93.

13. The Owner of a pet shall comply with the governing local ordinances, and any amendments, governing animal control in the Township and shall be subject to all penalties provided for under the ordinance.

The Rules and Regulations set forth in this Resolution shall become effective March 21, 1994.

Eileen Kobez

Director

Regina Paglia

Director

[Signature]

Director

Joanne Federico

Director

Director

PET REGISTRATION FORM
EDISON GLEN CONDOMINIUM

Name of Owner/Tenant: _____

Address: _____

Kind of Pet:

Dog _____

Cat _____
(Specify indoor or outdoor)

Breed: _____

Sex and/or altered: _____

Name of Pet: _____

Weight: _____

Color/distinguishing characteristic: _____

Tag No. (dog): _____

License No.: _____

Where licensed: _____

Rabies vaccination expiration date: _____

Name/address/telephone of veterinarian: _____

OWNER/TENANT

EDISON GLEN CONDOMINIUM ASSOCIATION
UNIT QUESTIONNAIRE

UNIT NUMBER: _____

OWNER OF RECORD: _____

ADDRESS OF ABOVE IF NON RESIDENT OWNER

PHONE NUMBER OF OWNER: W _____ H _____

RESIDENT/TENANT: _____

PHONE NUMBER OF RESIDENT/TENANT: W _____ H _____

NUMBER OF INDIVIDUALS RESIDING IN UNIT: ADULTS _____ CHILDREN _____

NUMBER AND SPECIES OF PETS: # _____ SPECIES _____

DATE OF LEASE: _____

VEHICLE INFORMATION

LIST TYPE, YEAR, COLOR AND LICENSE PLATE NUMBER OF ALL VEHICLES REGISTERED TO AN EDISON GLEN ADDRESS:

<u>TYPE OF VEHICLE</u>	<u>YEAR</u>	<u>COLOR</u>	<u>LICENSE PLATE #</u>
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**EDISON GLEN CONDOMINIUM ASSOCIATION
TENANTS RESOLUTION - 3/94**

WHEREAS, the Board of Trustees of the Edison Glen Condominium Association is empowered, per Section 10(L) of its By-Laws, to adopt rules and regulations concerning the conduct of persons on the property; and

WHEREAS, a large percentage of the units at Edison Glen are rented, creating certain unique operational problems.

NOW THEREFORE, BE IT RESOLVED, this 21st day of March, 1994 as follows:

1. Owners who rent their units shall notify the Association, as soon as possible, but in no event later than when a new tenant takes occupancy, the name(s) of the new tenant(s), and further information such as phone numbers, vehicle license plates numbers, etc., as may be requested by the Association, on a form designed for this purpose.
2. All leases between owners and their tenants shall contain a rider to be prepared and furnished by the Association addressing the following issues:
 - a. The association Rules and Regulations, and those portions of the Edison Glen Master Deed and By-Laws addressing operational issues, shall be made a part of and physically incorporated into the lease, and made applicable to the tenant's behavior; and
 - b. Should the owner become delinquent in the payment of maintenance fees or any other charges due to the Association, the tenant agrees to pay all, or a portion of their rent, directly to the Association until any such delinquency is eliminated. This shall not apply if the owner has disputed charge and is actively contesting it.
3. Copies of all leases shall be furnished to the Association's Managing Agent, including when tenants change.
4. Nothing herein shall preclude a unit owner from seeking reimbursement, from its tenant, for any fines levied against the unit which the owner is obligated to pay.

The Rules and Regulations set forth in this Resolution shall become effective March 21, 1994.

Eileen Nobrega

Director

Regina Paglia

Director

~~*[Signature]*~~

Director

Joanne Federico

Director

Director