

**BY-LAWS
OF
ELEMINGTON FIELDS CONDOMINIUM ASSOCIATION, INC.**

ADOPTED: 7/14, 2004

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FOR
BY-LAWS OF FLEMINGTON FIELDS CONDOMINIUM ASSOCIATION, INC.**

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**BY-LAWS
OF
FLEMINGTON FIELDS CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE I
NATURE OF BY-LAWS**

1.1 Purpose. These By-Laws are intended to govern the administration of Flemington Fields Condominium Association, Inc. (from now on called the "Condominium Association" or "Association"), a nonprofit corporation organized under Title 15A of the New Jersey Statutes Annotated, and to provide for the management, administration, utilization and maintenance of the Common Property described in the Master Deed for Flemington Fields (from now on called the "Master Deed").

1.2 Definitions. Unless the context clearly indicates otherwise, all definitions set forth in the Master Deed establishing Flemington Fields, a Condominium are incorporated herein by reference.

1.3 Fiscal Year. The fiscal year of the corporation shall be the calendar year unless otherwise established by resolution of the Board of Trustees.

1.4 Principal Office. The principal office of the corporation is initially located at c/o Raritan Valley Developers, Inc., 90 Woodbridge Center Drive, Woodbridge, New Jersey 07095, or such other location as may be determined by the Board of Directors.

**ARTICLE II
MEMBERSHIP AND VOTING RIGHTS**

2.1 Members. Every person, firm, association, corporation or other legal entity that is a record Owner or Co-Owner of the fee simple title to any condominium unit within the Development shall be a Member of the Condominium Association; provided, however, that any person, firm, association, corporation or legal entity that holds such title or interest merely as a security for the performance of an obligation (including but not limited to mortgagees or trustees under deeds of trust) shall not be a Member of the Condominium Association. In spite of the preceding, the Developer (the term Developer shall mean Raritan Valley Developers, Inc., which entity is also referred to as "Grantor") has one membership in the Condominium Association for each Unit, completed or planned, which has not been conveyed to an individual purchaser.

2.2 Associate Members. Every person who is entitled to possession and occupancy of a Unit as a tenant or lessee of a Unit Owner shall be an Associate Member of the Condominium Association, but shall not be entitled to any vote with respect to Condominium Association matters.

2.3 Change of Membership. Change of membership in the Condominium Association appurtenant to a particular Unit shall automatically be accomplished by recordation in the Hunterdon County Clerk's Office of a deed or other instrument establishing record title to the Unit in a new Unit Owner. The membership of the prior Unit Owner shall be thereby terminated.

2.4 Rights of Membership. Every Unit Owner who is entitled to membership in the Condominium Association pursuant to the provisions of the Certificate of Incorporation and these By-Laws, including any Associate Member, shall be privileged to use and enjoy the Common Elements of the Condominium, subject, however, to the right of the Association to:

- A. promulgate, adopt, publish and enforce Rules and Regulations governing such use and enjoyment;
- B. suspend the use and enjoyment of the Common Property as provided in these By-Laws; and,
- C. transfer all or part of the Common Elements and grant easements, licenses and other property rights with respect to the Common Property as provided in these By-Laws.

Notwithstanding the foregoing, any Unit Owner acquiring title to a Unit from anyone other than the Developer shall not be privileged to use and enjoy the Common Property (other than to have access to his Unit) or exercise any other rights of membership in the Condominium Association until such time as such new Unit Owner serves upon the Condominium Association in the manner provided in these By-Laws a certified true copy of the deed or other instrument establishing record title to the Unit in the new Unit Owner. Likewise, a Unit Owner shall not be privileged

to use and enjoy the Common Property or exercise any other rights of membership in the Condominium Association until such Unit Owner has paid to the Condominium Association the working capital contribution required by Section 2.6 of these By-Laws and any escrow deposit and/or membership fee for the Condominium Association that has been imposed pursuant to Sections 2.7 and 2.8, respectively, of these Condominium Association By-Laws. The failure of a Unit Owner to comply with the foregoing conditions precedent to entitlement to exercise rights of membership shall in no way relieve such Unit Owner from the obligations appurtenant to membership in the Condominium Association.

2.5 Suspension of Rights. The membership and voting rights of any Member may be suspended by the Board of Trustees for any period during which any assessment against the Unit to which his membership is appurtenant remains unpaid in part or in full; but, upon payment of such assessments, and any interest accrued thereon, by cash, money order or certified or collected funds, his rights and privileges shall be immediately and automatically restored; except that Section 2.10 of these By-Laws shall also govern the restoration of voting rights. Further, if Rules and Regulations governing the use of the Common Property and the conduct of persons thereon have been promulgated, adopted and published as authorized by the Master Deed or these By-Laws, the rights and privileges of any person in violation thereof may be suspended at the discretion of the Board of Trustees for a period not to exceed thirty (30) days for any single violation. If the violation is of a continuing nature, such rights and privileges may be suspended indefinitely and until such time as the violation is abated. No such action shall be taken by the Board of Trustees until the Unit Owner is afforded an opportunity for a hearing consistent with the principles of due process of law.

2.6 Contribution to Initial Working Capital. Each Unit Owner acquiring title to a Unit as the initial purchaser from the Developer shall pay to the Condominium Association, upon acquisition of title to his Unit, a nonrefundable and nontransferable contribution to the initial working capital of the Condominium Association in an amount equal to one-sixth (1/6) of the estimated or then current annual Common Expense assessment for the Unit at the time of the acquisition. Payment of such fee shall be a condition precedent to the exercise of rights of membership in the Condominium Association upon the initial sale and transfer of title to a Unit. Any unpaid initial working capital contribution shall be deemed a lien on the Unit in the same manner as any unpaid Common Expense assessment attributable to such Unit.

2.7 Escrow Deposit. The Board of Trustees may require each Unit Owner to deposit with the Condominium Association in escrow an amount not to exceed one-twelfth (1/12) of the estimated or then current annual Common Expense assessment, which escrow deposit shall be held by the Condominium Association and applied in the event of a default by the Unit Owner in the payment of any type of Common Expense assessment, fine or other charge levied by the Board of Trustees against his Unit. Such escrow, if imposed, shall be held by the Condominium Association in an interest-bearing account, with interest to accrue to the benefit of the Condominium Association, and shall be refundable or assignable upon the sale of the Unit, without interest, to the extent the deposit is not applied to defaulted Common Expense assessments of any type.

2.8 Membership Fees. The Board of Trustees shall impose upon each Unit Owner, upon acquisition of title to his Unit from the Developer or otherwise, a one time, nonrefundable and nontransferable fee for membership in the Condominium Association in an amount to be determined by the Board of Trustees, said amount initially to be two-hundred and fifty dollars (\$250.00), which fee may be used for working capital, payment of any budgeted operating expense of the Condominium Association or, if not needed for such purposes, may be allocated to the Condominium Association's operating contingency or repair and replacement reserve. If imposed, payment of such fee shall be a condition precedent to membership in the Condominium Association. Any unpaid membership fee shall be deemed a lien against the Unit in the same manner as any unpaid Common Expense assessment levied against the Unit.

2.9 Votes. Each Unit Owner shall be entitled to one vote for each Unit to which he/she(it) holds title as is provided in this Master Deed. When more than one person holds title, the vote(s) for each Unit shall be exercised as the Co-Unit Owners among themselves determine. When one or more Co-Unit Owners signs a proxy or purports to vote for his or her Co-Unit Owners, such vote(s) shall be counted unless one or more of the other Co-Unit Owners is present and objects to such vote(s); or, if not present, submits a proxy or objects in a writing delivered to the Secretary of the Condominium Association before the vote(s) is counted. If Co-Unit Owners disagree as to the vote(s), the vote shall be split equally among the Co-Unit Owners.

2.10 Member in Good Standing. A Member shall be deemed to be in good standing, entitled to vote in person or by proxy at any meeting of the Condominium Association, entitled to vote on any issue submitted to a mail ballot, eligible to serve as a Trustee and eligible for appointment to any committee created by the Board of Trustees if, and only if, at least ten (10) calendar days prior to the date fixed for such meeting, the date fixed for the counting of ballots or the date of appointment, as the case may be, he has fully paid, by cash, money order or certified or collected funds, all installments due for assessments made or levied against him and/or his Unit by the Board of Trustees as hereinafter provided, together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to him and/or his Unit as well as any working capital contribution, escrow deposit or membership fee for which he is liable.

2.11 Proxies. Proxy voting shall be permitted with respect to all elections of Trustees, all amendments to the Certificate of Incorporation, the Master Deed, these By-Laws and any other matter which properly comes before a meeting of the membership of the Condominium Association. All proxies shall be in writing, signed by the Unit Owner(s) (or in the case of joint owners by any one of them) or by his or their duly authorized representative(s) and delivered to the Secretary of the Condominium Association, or such other person as the President may designate, at least 24 hours prior to the commencement of the meeting at which ballots are to be cast. Proxies may be revoked at any time prior to the opening of the polls; and no proxy shall be voted on after eleven (11) months from its date, unless said proxy provides for a longer period, but not to exceed three (3) years from the date of execution. All proxies shall be substantially in the form prescribed by the Board of Trustees, and, if not in such form, shall be deemed invalid, which determination shall be made in the sole and absolute discretion of the Judges of Election appointed by the Board of Trustees. In spite of the foregoing, the Board of Trustees may by its Rules and Regulations permit proxies to be given by a Member by telegram or cable or their equivalent. Until such time as a Rule or Regulation so permitting is duly promulgated, adopted and published, no such form of proxy shall be permitted. Any valid proxy given for a meeting of the membership shall remain in full force and effect for any adjourned date of such a meeting and new proxies may be received for an adjourned meeting.

ARTICLE III MEETINGS OF UNIT OWNERS

3.1 Place of Meetings. All meetings of the Unit Owners of the Condominium Association shall be held at the Condominium, or at such other place convenient to the Members as may be designated by the Board of Trustees.

3.2 Annual Meetings. All annual meetings of the Unit Owners of the Condominium Association shall be held on the day and month of the year to be established by the Board of Trustees, except that the first such annual meeting shall be held not more than thirteen (13) months following the closing of sale of the first Condominium Unit. At each annual meeting subsequent to the Transition Elections held in accordance with Section 4.3 hereof, the election of Trustees shall take place. If the election of Trustees shall not be held at the annual meeting or any adjournment of such meeting, the Board of Trustees shall cause the election to be held at a special meeting as soon thereafter as may be convenient. At such special meeting, the Unit Owners may elect Trustees and transact other business with the same force and effect as at an annual meeting duly called and held. All proxies validly received for the originally scheduled meeting shall remain in full force and effect for any such adjourned meeting or special meeting and new proxies may be received for any such subsequent meeting.

3.3 Special Meetings. Following the Transition Elections, special meetings of Unit Owners may be called by the President whenever he deems such a meeting advisable or shall be called by the Secretary upon the order of the Board of Trustees or upon the written request of Members representing not less than twenty-five (25%) percent of all votes entitled to be cast at such meeting. Such request shall state the purpose(s) of such meeting and the matter(s) proposed to be acted upon. Unless Unit Owners representing at least fifty (50%) percent of all votes entitled to be cast request such a meeting, no special meeting may be called to consider any matter which is substantially the same as a matter voted upon at any meeting of the Unit Owners held during the preceding twelve (12) months, which determination shall be made in the sole and absolute discretion of the Board of Trustees.

3.4 Notice of Meeting. Except as otherwise provided by law or Section 3.3 herein, notice of each meeting of the Unit Owners, whether annual or special, shall be given not less than ten (10) calendar days nor more than ninety (90) calendar days before the day on which the meeting is to be held to each Unit Owner at his last known

address by delivering a written or printed notice thereof to said Unit Owner or by mailing such notice via the United States Postal Service, first class mail, postage prepaid. If mailed as aforesaid, notice shall be deemed given when same is mailed. Every such notice shall state the time, place and purpose(s) of the meeting and whether any formal action may or may not be taken. Notice of any meeting of the Unit Owners shall not be required to have been sent to any Unit Owner(s) who shall attend such meeting in person or by proxy. Notice of any adjourned meeting of the Unit Owners shall not be required to be given except when expressly required by law. Except where otherwise expressly required by law, no publication of any notice of a meeting of Unit Owners shall be required.

3.5 Quorum and Adjourned Meetings. At any meeting of the Unit Owners, Members in good standing present in person or by proxy (including the Developer or its representatives) and holding twenty percent (20%) of the aggregate votes of the Condominium Association shall constitute a quorum for the transaction of business, except where otherwise provided by law. In the absence of a quorum, the Members in good standing present in person or by proxy may, by majority vote, adjourn the meeting from time to time until a quorum shall be present in person or by proxy. At any such adjourned meeting at which a quorum may be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

3.6 Emergency Meetings. In the event that an Association's Executive Board meeting is required to deal with such matters of urgency and importance that delay, for the purpose of providing 48 hours advance notice, would result in substantial harm to the interests of the Association, the notice shall be deemed adequate if it is provided as soon as possible following the calling of the meeting.

3.7 Organization. At each meeting of the Condominium Association, the President, or, in his absence, the Vice President, or in the absence of both of them, a person chosen by a majority vote of the Members in good standing present in person or represented by proxy, shall act as a chairperson, and the Secretary, or in his absence, a person whom the chairperson shall appoint, shall act as Secretary of the meeting.

3.8 Voting on Questions. Only Unit Owners who are Members in good standing shall be entitled to vote on any question submitted to the membership. Unless a different vote is expressly required by the Governing Documents, a majority of votes present in person or by proxy at any duly constituted meeting of the membership and entitled to vote on the question presented shall be sufficient on those questions submitted to a vote of the membership. The vote on any question other than election of Trustees need not be taken by ballot, unless the: (i) chairperson of the meeting determines a ballot to be advisable; or (ii) a majority of votes present in person or by proxy at the meeting and entitled to vote on the question shall determine that the vote on the question submitted shall be taken by ballot.

3.9 Voting in Elections of Trustees. Only Unit Owners who are Members in good standing shall be entitled to vote. The election of Trustees shall be conducted by written ballot. If, at any meeting at which an election is held, more than twice the number of candidates to be elected are nominated, then, there shall be two (2) ballots. At the end of the first ballot, the field of nominees shall be reduced so that there are twice as many candidates as there are positions to be filled, with the persons receiving the fewest votes being eliminated from the ensuing ballot. A second ballot shall be held; and, on the second ballot, the persons receiving the plurality of votes will be deemed to be elected in order to fill the vacant positions. If there are not more than twice the number of nominees for the number of positions to be filled, then there shall be one ballot, with the persons receiving the highest numbers of votes being elected in order to fill the vacancies on the Board of Trustees. If ever applicable, candidates polling the highest numbers of votes will be considered elected for the longest period of years. Election of Trustees at all meetings shall be in accordance with this Section 3.9.

3.10 Ballot by Mail. The Board of Trustees, in lieu of calling a membership meeting, may submit any question or election, other than a Transition Election, to a vote of the membership by a ballot by mail. No ballot by mail shall be valid or tabulated unless the signature of the Unit Owner(s) submitting the ballot has been verified on the ballot according to procedures established by the Board of Trustees. The Board of Trustees shall appoint judges to tabulate the ballots, whose report shall be included in the minute book. In order to conduct a ballot by mail for a question submitted to a vote of the membership, the Board of Trustees shall serve a notice upon all members which shall: (i) state with specificity in terms of the motion(s) or question(s) upon which the vote is to be taken; (ii) state the date by which ballots must be received in order to be counted; (iii) provide an official ballot for the purposes of the vote; and (iv) state the date upon which the action contemplated by the motion(s) or question(s) shall be

effective, which date shall be not less than ten (10) calendar days after the date ballots must be received. No actions contemplated by a motion or question submitted to a ballot by mail shall be taken unless a majority in interest of all Members in good standing and entitled to vote on the question presented submit ballots approving such action.

In order to conduct a ballot by mail for an election of Trustees (other than a Transition Election), the Board of Trustees shall serve a notice upon all Members in good standing which shall: (i) provide an official ballot for the purposes of the election; and (ii) state the date by which the ballot must be received in order to be counted.

3.11 Judges. If at any meeting of the Unit Owners a vote by ballot shall be taken, the chairperson of such meeting shall appoint two (2) persons to act as judges with respect to the ballots. With regard to a ballot by mail, the President of the Board of Trustees shall appoint two (2) persons to act as judges with respect to same. Each judge so appointed shall first subscribe an oath to execute faithfully the duties of a judge with strict impartiality and according to the best of his ability. Such judges shall decide upon the qualifications of voters, shall report the number of votes represented at the meeting or participating in a mail ballot and entitled to vote on the question presented, shall conduct and accept the votes and, when the voting is completed, shall ascertain and report the number of votes respectively for and against the questions; but, as to the election of Trustees, the number of votes received by each candidate need not be reported. Reports of judges shall be in writing and subscribed and delivered by them to the Secretary of the meeting, or, in the case of a mail ballot, the Secretary of the Board of Trustees. The judges need not be Members of the Condominium Association, and any officer or Trustee of the Condominium Association may be a judge on any question, other than a vote for or against his election to any position with the Condominium Association or any other question in which he may be directly interested.

3.12 Order of Business. The order of business at the annual meeting of the Unit Owners or at any special meetings insofar as practicable shall be:

- A. calling of the roll and certifying the proxies;
- B. proof of notice of meeting and waiver of notice;
- C. reading and disposal of any unapproved minutes;
- D. appointment of judges, if appropriate;
- E. election of Trustees, if appropriate;
- F. receiving reports of officers;
- G. receiving reports of committees;
- H. old business;
- I. new business; and
- J. adjournment.

3.13 Open Meetings Provisions.

A. Open Meetings

All meetings of the Association's Board of Trustees, except conference or working sessions at which no binding votes are to be taken, shall be open to attendance by all Unit Owners.

B. Restrictions On Open Meetings

Despite (A) above, the Association's Board of Trustees may exclude or restrict attendance at those meetings or portions of meetings dealing with the following:

- (i) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy;
- (ii) Any pending or anticipated litigation or contract negotiations;
- (iii) Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer, or
- (iv) Any matter involving the employment, promotion, discipline, or dismissal of a specific employee of the association.

C. Minutes at Open Meetings

At each meeting required to be open to all Unit Owners, minutes of the proceedings shall be taken, and copies of those minutes shall be made available to all Unit Owners before the next open meeting.

- (i) The Association shall keep reasonably comprehensive minutes of all its meetings showing the time and place, the members present, the subjects considered, the actions taken, the vote of each member, and any other information required to be shown in the minutes by the bylaws. Such minutes shall be made available to the public in the association office within thirty (30) days.
- (ii) At each open meeting, the participation of Unit Owners in the proceedings or the provision of a public comment session shall be at the discretion of the Board of Trustees.

**ARTICLE IV
BOARD OF TRUSTEES**

4.1 Qualifications. The following criteria shall be qualifications for nomination, appointment or election to a Trusteeship:

- A. Residency: Residency in the State of New Jersey shall be a qualification only in the event that no Trustee then in office is a resident of the State of New Jersey.
- B. Membership in Good Standing: Membership in good standing shall be a qualification of any non-Developer nominee or appointee to a Trusteeship.
- C. Representation: Partnerships, corporations, fiduciaries or co-Unit Owners holding memberships in good standing may designate individuals to be eligible for nomination, appointment, or election as Trustees in accordance with the following qualifications:
 - (i) Partnership designees shall be members, employees or agents of the partnership;
 - (ii) Corporate designees shall be officers, stockholders, employees or agents of the corporation; and
 - (iii) Fiduciary designees shall be fiduciaries, officers, or employees of the fiduciary.

Co-Unit Owners jointly holding a membership in good standing may designate any one but only one of them to be eligible for nomination, appointment, or election as a Trustee; however, in the case of any disagreement, the express consent of a majority in interest of such co-Unit Owners shall be required.

4.2 Number. The Board of Trustees shall initially consist of three (3) Trusteeships, designated as Trustees A, B and C. Upon the initial conveyance by the Developer to independent purchasers unrelated to the Developer of twenty-five (25%) percent of the total number of Units contemplated in the Master Deed, the Board of Trustees shall be expanded to five (5) Trustees designated as Trustees A, B, C, D and E.

4.3 Transition Elections. Within sixty (60) days after the initial conveyance by the Developer to independent purchasers unrelated to the Developer of twenty-five (25%) percent of the total number of Units, the President shall call a special meeting of the membership of the Condominium Association for the purpose of holding the first election of Unit Owners to the Board of Trustees (from now on called the "First Transition Election"). At this special meeting, Unit Owners other than the Developer shall be entitled to vote for and elect Trustees A and B in accordance with the provisions of Article III of these By-Laws. Trustees B and C shall continue to be appointees of the Developer and shall serve at the pleasure of the Developer.

Within sixty (60) days after the initial conveyance by the Developer to independent purchasers unrelated to the Developer of seventy-five (75%) percent of the total number of Units, the President shall again call a special meeting of the membership of the Condominium Association for the purpose of holding an election (from now on called the "Second Transition Election"). At this special meeting, Unit Owners other than the Developer shall be entitled to vote for and elect Trustees C and D in accordance with the provisions of Article III of these By-Laws, and the Developer shall continue to be entitled to appoint Trustee E, who shall serve at the pleasure of the Developer.

In spite of the foregoing, if the Developer has not conveyed seventy-five (75%) percent of the total number of Units by the fifth anniversary date of the recordation of the Master Deed establishing Flemington Fields, a Condominium in the Hunterdon County Clerk's Office, it shall, within thirty (30) days of such fifth anniversary, cause a special meeting of the membership of the Condominium Association to be called for the purpose of offering Unit Owners the opportunity to elect a majority of the Trustees of the Board of Trustees in spite of the fact that the above stated percentage of Units have not yet been conveyed. The Unit Owners other than the Developer, by a majority vote

of all such Unit Owners, may, but shall not be obligated to, agree to prematurely accept control of the Board of Trustees by agreeing to elect a majority of the Trustees as provided by N.J.A.C. 5:26-8.4(d).

Within thirty (30) days after all Units have been initially conveyed by the Developer to purchasers unrelated to the Developer, the President shall again call a special meeting for the Third Transition Election at which Unit Owners other than the Developer shall be entitled to vote for and elect Trustee E in accordance with the provisions of Article III hereof; provided that the Developer shall be entitled in its discretion to relinquish directorship E at the time of the Second Transition Election or anytime thereafter prior to the conveyance of the last Unit.

Notice of all special meetings called pursuant to this Section for the purpose of holding Transition Elections shall be given not less than twenty (20) nor more than thirty (30) calendar days prior to the date of the meeting.

4.4 Term of Office. Developer-appointed Trustees A and B shall serve until their respective successors have been qualified and elected at the First Transition Election. Trustees A and B elected at the First Transition Election shall serve terms expiring at the annual meeting of the membership held in the second calendar year following the year in which the First Transition Election is held. Thereafter, Trustees A and B shall serve for two-year terms.

Developer-appointed Trustees C and D shall serve until their successors have been qualified and elected at the Second Transition Election held pursuant to Section 4.3 herein. If: (i) the First and Second Transition Elections are held in the same calendar year or (ii) the Second Transition Election is held in a calendar year in which the terms of Unit Owner-elected Trustees A and B expire, then Trustees C and D elected at the Second Transition Election shall serve terms expiring at the annual meeting of the membership held in the third calendar year following the year in which the Second Transition Election is held; otherwise, Trustees C and D elected at the Second Transition Election shall serve terms expiring at the annual meeting of the membership held in the second calendar year following the year in which the Second Transition Election is held. Thereafter, Trustees C and D shall serve for two-year terms.

Developer-appointed Trustee E shall serve until his successor has been qualified and elected at the Third Transition Election. The first Unit Owner-elected Trustee E shall serve a term expiring upon the expiration of the terms of the Trustees C and D then in office. Thereafter, Trustee E shall serve for a two-year term.

It is the purpose and intent hereof that subsequent to all Transition Elections, the election of Trustees A and B shall be held in alternate years to the election of Trustees C, D, and E.

4.5 Removal of Members of the Board of Trustees. At any duly held and constituted regular or special meeting of the Unit Owners, any one or more Trustees may be removed with or without cause by vote of the Unit Owners in good standing present in person or by proxy, provided that the notice of the meeting expressly includes this item. A successor may then and there be elected by a majority of the remaining Trustees to fill the vacancy thus created. Each person so elected shall be a Trustee for the remainder of the term of the Trustee whose term he is filling and until his successor is duly qualified and elected. Any Trustee whose removal has been proposed shall be given an opportunity to be heard at the meeting. The provisions of this Article 4.5 shall not apply to any Trustee appointed by the Developer.

In spite of the foregoing, a Unit Owner-elected Trustee cannot be removed except by majority vote (in interest) of Unit Owners other than the Developer present in person or by proxy and in good standing. In the event that all of the Trustees are removed, successors shall be elected by the Unit Owners other than the Developer in the manner set forth in Article IV, Section 4.3 herein to fill the vacancies thus created.

4.6 Vacancies. Vacancies on the Board of Trustees caused by any reason other than the removal of a Trustee by a vote of the Unit Owners shall be filled by a vote of a majority of the remaining Trustees, including the Developer's appointees, at a special meeting of the Board of Trustees held for that purpose promptly after the occurrence of any such vacancy. Each person so elected shall be a Trustee for the remainder of the term of the Trustee whose term he is filling and until his successor shall have been duly elected and qualified. In spite of the foregoing, until the First Transition Election, the Developer shall have the right to fill all vacancies on the Board of Trustees by appointment and such appointees shall serve at the pleasure of the Developer. Unit Owner-elected Trustee vacancies on the Board of Trustees shall only be filled with Unit Owners other than the Developer.

ARTICLE V
TRANSACTION OF BUSINESS BY THE
BOARD OF TRUSTEES

5.1 Express and Implied Powers and Duties. The property, affairs and business of the Condominium Association shall be managed by the Board of Trustees, which shall have all those powers granted to it by the Certificate of Incorporation, the Master Deed, these By-Laws and by law.

5.2 Developer's Protective Provisions. After control of the Board of Trustees has become vested in Trustees elected by Unit Owners other than the Developer, and for so long as the Developer owns at least one (1) Unit and holds same for sale in the ordinary course of business, the following shall apply:

- A. Neither the Condominium Association nor its Board of Trustees shall take any action that will impair or adversely affect the rights of the Developer or cause the Developer to suffer any financial, legal or other detriment, including but not limited to any direct or indirect interference with the sale of Units, or the assessment of the Developer for capital improvements.
- B. The Condominium Association and its Board of Trustees shall continue the same level of maintenance, operation and services as provided immediately prior to the assumption of control of the Condominium Association and the Board of Trustees by Unit Owners other than the Developer.

The aforementioned protective provisions shall be construed in accordance with and not in derogation of N.J.A.C. 5:26-8.4 of the regulations promulgated pursuant to the New Jersey Planned Real Estate Development Full Disclosure Act, N.J.S.A. 45:22A-1 et seq.

5.3 Meeting of the Board of Trustees; Notices; Waiver of Notice. The first annual meeting of the Board of Trustees shall be held within ten (10) calendar days after the first annual meeting of the Unit Owners and at such time and place as shall be fixed by a majority of the Board of Trustees and no notice shall be necessary. Thereafter, regular meetings of the Board of Trustees may be held at such time and place as shall be determined from time to time by a majority of the Board of Trustees, but at least two (2) meetings shall be held each year. Notice of regular meetings of the Board of Trustees shall be given to each Trustee by telephone, first class mail or telegram at least three (3) business days prior to the day of the meeting. Special meetings of the Board of Trustees may be called by the President on three (3) business days notice to each Trustee given by telephone, first class mail or telegram, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Trustees shall be called by the President or the Secretary in like manner and on like notice on the written request of at least three (3) Trustees. Any Trustee may, at any time, waive notice of any meeting of the Board of Trustees in writing and such waiver shall be deemed equivalent to the giving of notice. Actual attendance by a Trustee at any meeting of the Board of Trustees shall constitute a waiver of notice by him of the time and place thereof. If all the Trustees are present at any meeting of the Board of Trustees, no notice shall be required and any business may be transacted at such meeting. In the discretion of the Board of Trustees, meetings of the Board of Trustees or portions thereof, may be open to Members of the Condominium Association or other persons for observation or participation in such manner and to the extent as the Board of Trustees may deem appropriate.

5.4 Quorum and Adjourned Meetings. At all meetings of the Board of Trustees, a majority of the Trustees shall constitute a quorum for the transaction of business, and the votes of a majority of the Trustees present and eligible to vote at a meeting at which a quorum is present shall constitute a valid decision. Subject to any other eligibility standards that might be established by law, a Trustee, other than a Developer-appointed Trustee, must be a Member in good standing of the Condominium Association in order to be eligible to vote as a Trustee. If, at any meeting of the Board of Trustees, there shall be less than a quorum present, the majority of those present shall adjourn the meeting to a new date. At any such adjourned meeting at which a quorum is present, any business which may have been transacted at the original meeting may be transacted without further notice.

5.5 Joinder in Meetings by Approval of Minutes. The transaction of any business at any meeting of the Board of Trustees, however called and noticed and wherever held, shall be as valid as if transacted at a meeting duly held after regular call and notice, if: (i) a quorum is present; and (ii) either before or after the meeting, each Trustee signs a written waiver of notice, a consent to the holding of the meeting or an approval of the minutes

thereof or of the resolution or act adopted at such meeting. All such waivers, consents or approvals shall be in writing, filed with the Secretary and made a part of the minutes of the meeting, even though filed subsequent thereto.

5.6 Non-Waiver. All the rights, duties and privileges of the Board of Trustees shall be deemed to be continuing and shall not be exhausted by any single act or series of acts. To the same extent, the failure to use or employ any remedy or right hereunder or hereafter granted shall not preclude its exercise in the future nor shall any custom bind the Board of Trustees.

5.7 Consent in Lieu of Meeting and Vote. In spite of anything to the contrary in these By-Laws, the Certificate of Incorporation of the Condominium Association or the Master Deed, the entire Board of Trustees shall have the power to take action on any matter on which it is authorized to act without the necessity of a formal meeting and vote if the entire Board of Trustees, or all the Trustees empowered to act, whichever the case may be, shall consent in writing to such action.

ARTICLE VI

POWERS AND DUTIES OF BOARD OF TRUSTEES

6.1 General Powers and Privileges. The Board of Trustees shall have these powers, which include, but which are not necessarily limited to the following, together with such other powers as may be provided herein or in the Master Deed or which may be necessarily implied:

- A. to employ, by contract or otherwise, a manager, managing agent or an independent contractor to oversee, supervise and carry out the responsibilities of the Board of Trustees. Said manager or said independent contractor shall be compensated upon such terms as the Board of Trustees deems necessary and proper;
- B. to employ any person, firm or corporation to repair, maintain or renovate the lands and improvements consisting the Common Element of the Condominium Regime, other than the Common Property; lay pipes or culverts; bury utilities; put up lights or poles; or erect signs and traffic and safety controls of various sorts on the lands other than the Common Property;
- C. to employ professional counsel and to obtain advice from persons, firms or corporations such as, but not limited to, landscape architects, architects, engineers, lawyers and accountants;
- D. to employ or contract for water and sewer, electricity and gas or other forms of utilities, cable or master antenna television;
- E. to promulgate, adopt, publish and enforce Rules and Regulations covering the details of the operation and use of the Units and the lands consisting the Common Element of the Condominium Regime other than the Common Property, including but not limited to pet controls;
- F. to secure full performance by Unit Owners or occupants of all items of maintenance for which they are responsible;
- G. to coordinate the plans of Unit Owners and occupants of Units for moving their personal effects or property into the Unit or out of it, with a view toward scheduling such movements so that there shall be a minimum of inconvenience to others;
- H. to promulgate, adopt, publish and enforce Rules and Regulations for parking by and the assignment of parking spaces to Unit Owners, subject to the provisions of the Master Deed Certificate of Incorporation and these By-Laws;
- I. to arrange for security protection as deemed appropriate and desired;
- J. to enforce obligations of the Unit Owners and do anything and everything else necessary and proper for the sound management of the Development, including the right to bring or defend lawsuits to enforce the terms, conditions and restrictions contained in the Master Deed, these By-Laws, or any Rules and Regulations;
- K. to borrow and repay monies giving notes, mortgages or other security upon such term or terms as it deems necessary;

- L. to invest and reinvest monies; sue and be sued; collect interest, dividends and capital gains; exercise rights; pay taxes; make and enter into contracts; enter into leases or concessions; make and execute any and all proper affidavits for various purposes; compromise any action without leave of court; and all other powers contained herein, and those necessary and incidental thereto;
- M. to transfer, grant or obtain easements, licenses and other property rights with respect to the lands constituting the common elements other than the Common Property in a manner not inconsistent with the rights of Unit Owners;
- N. to purchase, lease or otherwise acquire in the name of the Condominium Association or its designees, corporate or otherwise, on behalf of all Unit Owners within the condominium regime, Units offered for sale or lease or surrendered by their Unit Owners to the Board of Trustees, provided that the foregoing shall not be construed to constitute a right of first refusal. Unless approved by the affirmative vote of a majority of the Unit Owners other than the Developer, no Unit shall be leased or bought by the Board of Trustees on behalf of the Condominium Association while the Developer appoints a majority of the Trustees;
- O. to purchase Units within the condominium regime at foreclosure or other judicial sales in the name of the Condominium Association or its designees, corporate or otherwise, on behalf of all Unit Owners. Unless approved by the affirmative vote of a majority of the Unit Owners other than the Developer, no Unit shall be leased or bought by the Board of Trustees on behalf of the Condominium Association while the Developer appoints a majority of the Trustees;
- P. to sell, lease, mortgage (but not vote the votes appurtenant thereto) or otherwise deal with Units acquired by the Condominium Association, and sublease any such Units leased by the Condominium Association or its designees, on behalf of all Unit Owners;
- Q. to bring and defend actions by or against one or more Unit Owners which are pertinent to the operation of the condominium or the health, safety or general welfare of the Unit Owners, or institute and pursue any other legal action to which the Unit Owners may consent in accordance with these By-Laws;
- R. to create, appoint members to and disband such committees as shall from time to time be deemed appropriate or necessary to aid the Board of Trustees in the discharge of its duties, functions and powers;
- S. to impose upon each Unit Owner the requirement of an escrow deposit as set forth in Article II, Section 2.7 hereof;
- T. to impose upon each Unit Owner at the time of acquisition of title to a Unit a one time, nonrefundable, nontransferable fee of up to \$250 for membership in the Condominium Association as set forth in Article II, Section 2.8 hereof; and
- U. to handle the adjustment of any losses covered by insurance, receive all insurance proceeds and be responsible for the disposition of such proceeds, all in accordance with the provisions of the Master Deed.

6.2 Duties and Responsibilities. It shall be the affirmative and perpetual obligation and duty of the Board of Trustees to perform the following:

- (a) to cause so much of the Units for which the Condominium Association is expressly made responsible pursuant to the Governing Documents to be maintained according to accepted standards and as set forth in the Master Deed, including, but not limited to, such maintenance, painting, staining, replacement and repair work as may be necessary, within the Development as the Board of Trustees may deem appropriate. All repairs and replacements shall be substantially similar to the original application and installation;
- (b) to investigate, hire, pay, supervise and discharge the personnel necessary to be employed, and provide the equipment and materials necessary in order to properly

maintain the Units. Compensation for the services of such employees (as evidenced by certified payroll) shall be considered an operating expense of the Condominium Association;

- (c) to cause to be kept a complete record of all its acts and corporate affairs and to present a summary report thereof to the Members at the annual meeting or at any special meeting when requested in writing at least twenty-one (21) calendar days in advance by Members entitled to cast at least twenty-five (25%) percent of the total votes of the Condominium Association;
- (d) to allocate common surplus or make repairs, additions, improvements to or restoration of the Units in accordance with the provisions of these By-Laws and the Master Deed after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;
- (e) to take such action as may be necessary to comply promptly with any and all orders or requirements affecting the premises maintained by the Condominium Association placed thereon by any federal, state, county or municipal authority having jurisdiction thereover; any order of the Board of Fire Underwriters or other similar bodies;
- (f) to manage the fiscal affairs of the Condominium Association as hereinafter provided in Article VII;
- (g) to establish a Covenants Committee as provided in Article X of these Condominium Association By-Laws;
- (h) to establish a Judiciary Committee as provided in Article XII of these Condominium Association By-Laws; and
- (i) to place and keep in force all insurance coverages required to be maintained by the Condominium Association applicable to the Units and the Members, including, but not limited to:
 - (i) Physical Damage Insurance. To the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightning, windstorm and other risks normally included within all risk extended coverage, including vandalism and malicious mischief, insuring the Units (but not the interiors thereof nor the furnishings, fixtures, finishes or contents thereof), together with all service machinery and including common personalty and supplies belonging to the Condominium Association, and covering the interest of the Condominium Association, the Board of Trustees, the Developer, all Unit Owners and any Mortgage Holder who has requested the Condominium Association in writing to be named as loss payee, as their respective interests may appear, in an amount equal to the full replacement value of the Units, without deduction for depreciation. Each policy shall contain a standard mortgagee clause in favor of each applicable Mortgage Holder, which shall provide that the loss, if any, thereunder, shall be payable to each applicable Mortgage Holder, its successors and assigns as their interest may appear, subject to the loss payment provisions set forth in the Master Deed. The aforesaid mortgagee clause shall name as mortgagee either the Federal National Mortgage Association (FNMA) or its servicer in the event FNMA holds mortgages on any Units. When a servicer is named as the mortgagee, its name must be followed by the phrase "its successors and assigns". When a majority of the Board of Trustees is elected by the Unit Owners other than the Developer, prior to obtaining any renewal of a policy of physical

damage casualty insurance, the Board of Trustees shall obtain an appraisal or other written evaluation of an insurance broker licensed to conduct business in New Jersey or other qualified expert as to the full replacement value of the Units (exclusive of land, foundations and footings), without deduction for depreciation, for the purposes of determining the amount of physical damage casualty insurance to be effected pursuant to this subparagraph. The amount of any deductible and the responsibility for payment of same shall be determined by the Board of Trustees, in its sole discretion.

- (ii) Public Liability Insurance. To the extent obtainable in the normal commercial marketplace, public liability insurance for personal injury and death from accidents occurring outside the Common Elements (and any other areas which the Board of Trustees may deem advisable) and the defense of any actions brought as a result of injury or death of a person or damage to property occurring outside such Common Elements and not arising by reason of any act or negligence of any individual Unit Owner. Said insurance shall be in such limits as the Board of Trustees may, from time to time, determine, covering each member of the Board of Trustees, the managing agent, the manager and each Member, and shall also cover cross liability claims of one insured against another. Until the first meeting of the Board of Trustees following the first annual meeting, such public liability insurance shall be in a single limit of not less than \$1,000,000 covering all claims for personal injury or property damage arising out of any one occurrence. The Board of Trustees shall review such limits once a year.
- (iii) Trustees and Officers Liability Insurance. Liability insurance indemnifying the Trustees and Officers of the Condominium Association against liability for errors and omissions occurring in connection with the performance of their duties in an amount of at least \$1,000,000 and with any deductible amount to be in the sole discretion of the Board of Trustees.
- (iv) Workers Compensation Insurance. Workers compensation and New Jersey disability benefits insurance as required by law.
- (v) Vehicular Liability Insurance. To the extent obtainable in the normal commercial marketplace, vehicular liability insurance to cover all motor vehicles, if any, owned or operated by the Condominium Association.
- (vi) Flood Insurance. Flood hazard insurance in the event any of the insurable improvements to any of the Units are located within a federally designated zone of greater than minimal flood hazard.
- (vii) Water Damage. Water damage legal liability insurance.
- (viii) Other Insurance. Such other insurance as the Board of Trustees may determine to be appropriate.

All policies shall: (a) provide, if possible, for recognition of any insurance trust agreement of the Condominium Association and that adjustment of loss shall be made by the Board of Trustees with the approval of the Insurance Trustee, if applicable, and that the net proceeds thereof, if \$5,000.00 or less shall be payable to the Board of Trustees, and if more than \$5,000.00 shall be payable to the Insurance Trustee, if any; (b) require that the proceeds of physical damage casualty insurance be applied to the repair or restoration of the Units, as applicable, as is required by the Master Deed and these By-Laws; (c) to the extent obtainable contain agreed amount and inflation guard endorsements; construction code endorsement; demolition cost endorsement; contingent liability from operation of building laws endorsement and increased cost of construction endorsement; (d) provide that the insurance will not be prejudiced by

any act or omission of individual Members that are not under the control of the Condominium Association; (e) provide that the policy will be primary, even if insurance covering the same loss is held by any Member(s); (f) to the extent obtainable, contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured; and (g) provide that such policies may not be cancelled without at least thirty (30) days prior written notice to all of the named insureds, including all Unit Owners and Notice Mortgagees.

All policies shall show the named insured as: "Flemington Fields Condominium Association, Inc., for the use and benefit of the individual owners" or the Condominium Association's Insurance Trustee, if any. The "loss payable" clause must show the Condominium Association or the Insurance Trustee, as a trustee for each Unit Owner, Mortgage Holder or other loss payee. Also, the policies must require the insurer to notify in writing the Condominium Association, its Insurance Trustee and each Notice Mortgagee or other entity named in the mortgagee clause at least thirty (30) days before it substantially changes the Condominium Association's coverage.

Any insurance maintained by the Board of Trustees may provide for such deductible amount as the Board of Trustees may determine. In spite of any other provisions of this subsection, the Condominium Association shall not be required to provide any type or amount of insurance not commonly available in the normal commercial marketplace.

The premiums for any and all insurance coverage maintained by the Condominium Association shall be a Common Expense of the Condominium Association. Unit Owners shall not be prohibited from carrying insurance for their own benefit provided that all such policies shall contain waivers of subrogation, to the extent such waivers are available; and, further provided that the liability of the carriers issuing insurance obtained by the Board of Trustees shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

ARTICLE VII

FISCAL MANAGEMENT

7.1 Annual Common Expense Assessments. The Board of Trustees shall have the duty to collect from each Unit Owner, his heirs, administrators, successors and assigns, as annual Common Expense assessments, the proportionate part of the Common Expenses assessed against such Unit Owner as provided in the Master Deed, the Certificate of Incorporation and these By-Laws and in accordance with applicable law.

7.2 Determination of Common Expenses. The amount of monies for Common Expenses deemed necessary by the Board of Trustees and the manner of expenditure thereof, including but not limited to, the allocation thereof, shall be a matter for the sole discretion of the Board of Trustees.

7.3 Disbursements. The Board of Trustees shall take and hold the funds as collected and shall disburse the same for the purposes and in the manner set forth herein and as required by the Master Deed, the Certificate of Incorporation and applicable law.

7.4 Depositories. The depository of the Condominium Association shall be such bank or banks as shall be designated from time to time by the Board of Trustees and in which the monies of the Condominium Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such parties as are authorized by the Board of Trustees, provided that a management agreement may include among its provisions authority for the manager to sign checks on behalf of the Condominium Association for payment of the obligations of the Condominium Association, if the proper fidelity bond is furnished to the Condominium Association.

7.5 Accounts. The receipts and expenditures of the Condominium Association shall be Common Expense assessments and Common Expenses, respectively, and shall be credited and charged to accounts under the following classifications as the Board of Trustees shall deem appropriate:

- A. current expenses, which shall include expenditures within the year for which the budget is made, including reasonable allowances for contingencies and working funds. Current expenses shall not include expenditures chargeable to reserves. At the end of each year, the unexpended amount remaining in this account shall be applied to reduce the assessments for current expenses for the succeeding year or may be distributed to the current membership in the same manner as assessed, as the Board of Trustees shall determine in its sole and absolute discretion;
- B. reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually;

- C. reserve for replacement, which shall include funds for repair and replacement of the Common Elements because of damage, depreciation or obsolescence. The amounts in this account shall be allocated among each of the separate categories of replacement items;
- D. reserves for capital improvements, which shall include the funds to be used for capital expenditures or for acquisition of additional personal property that will be owned by the Condominium Association;
- E. operations, which shall include all funds from any other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account and any surplus from any operation or otherwise shall be used to reduce the assessments for current expenses for the succeeding year, or in the sole and absolute discretion of the Board of Trustees, distributed to the current membership in the same manner as assessed. Losses from operations or otherwise shall be met by Special Common Expense assessments levied against Unit Owners, which assessments may be made in advance in order to provide a working fund;
- F. initial working capital, consisting of those nonrefundable and nontransferable contributions to initial working capital assessed upon each Unit Owner acquiring title to a Unit as the initial purchaser from the Developer upon acquisition of title to such Unit and imposed under Article II, Section 2.6, which may be utilized by the Board of Trustees in its reasonable discretion to meet unanticipated or other expenses of the Condominium Association (but not in order to reduce the annual Common Expense assessment).
- G. escrow deposits paid by a Unit Owner to be applied in the event of a default in payment of Common Expense assessments by that Unit Owner, if imposed under Article II, Section 2.7; and
- H. bulk real estate tax reserve, which shall be those funds collected by the Condominium Association pursuant to the Master Deed for the purpose of enabling the Condominium Association to pay to the Township of Raritan amounts estimated or assessed and billed as real estate taxes against the Units on a bulk basis until such time as the Township of Raritan assesses and bills real estate taxes for the Units of the Development on an individual rather than a bulk basis.

The Board of Trustees shall not be required to physically segregate the funds held in the above accounts except for reserves for replacement and repair, escrow deposits, if any, and bulk real estate tax reserve, if any, which funds must be maintained in separate accounts. The Board of Trustees may, in its sole and absolute discretion, maintain the remaining funds in one or more consolidated accounts. As to each consolidated account, the division into the various accounts set forth above need be made only in the Condominium Association's records.

7.6 Reserves. The Board of Trustees shall not be obligated to expend all of the revenues collected in any accounting period, and must maintain reasonable reserves for, among other things, repairs, replacements, emergencies and contingencies of bad weather or uncollected accounts.

In spite of anything herein to the contrary, the Board of Trustees in its determination of the Common Expenses and the preparation of a budget shall specifically designate and identify that portion of the Common Expenses which is to be assessed against the Unit Owners and that is allocable to reserves for each separate component of the Common Elements for which a reserve is established. The amounts assessed and collected for the reserves shall be kept in one or more interest-bearing savings accounts or certificates of deposit and shall not be utilized for any purpose other than that which was contemplated at the time of the assessment. The foregoing shall not be construed to mean that the Board of Trustees shall not be permitted to keep additional cash on hand, in a checking or petty cash account, for the necessary discharge of its functions.

7.7 Notice. The Board of Trustees shall give written notice to each Unit Owner and to any eligible Mortgagee of the amount estimated by the Board of Trustees for Common Expenses for the management and operation of the Condominium Association for the next ensuing budget period. Notice to the Unit Owner shall be directed to the Unit Owner at the last address that he has officially given to the Condominium Association and shall be sent by ordinary first class mail or by hand delivery. Said notice shall be conclusively presumed to have been delivered

five (5) days after deposit in the United States Postal Service system with sufficient prepaid first class postage affixed thereto.

7.8 Acceleration of Assessment Installment Upon Default. If a Unit Owner shall be in default in the payment of an installment upon any type of Common Expense assessment, the Board of Trustees shall notify the delinquent Unit Owner if such default exceeds thirty (30) calendar days, and the remaining installments of the assessment for the current fiscal year shall be accelerated if the delinquent installment(s) has (have) not been paid by a date stated in the notice, which date shall not be less than five (5) business days after personal service of the notice to the Unit Owner nor less than ten (10) business days after the mailing of such notice to him by registered or certified mail at the last address that he has officially given to the Condominium Association. If such notice is given and the default shall continue for a period of thirty (30) calendar days after the payment date in the notice, then the Board of Trustees shall be required to accelerate the remaining installments of the assessment for the current fiscal year and notify the delinquent Unit Owner that a Claim of Lien for the accelerated amount shall be filed on a date certain stated in the notice of acceleration if the accelerated balance has not then been paid. The Claim of Lien for such accelerated assessment shall then be filed if the delinquent assessment has not been theretofore paid and the Board of Trustees may also notify any holder of a Mortgage encumbering the Unit affected by such default or publish appropriate notice of such delinquency to the membership of the Condominium Association. If said default continues for a period of ninety (90) calendar days after the Claim of Lien is filed, then the Board of Trustees shall foreclose the foregoing lien pursuant to law and/or commence a suit against the appropriate parties to collect the assessment.

7.9 Interest and Counsel Fees. In the event that payment of any assessment or installment thereof or other charge levied or imposed by the Board of Trustees is not made by a date certain stated in the written notice of the assessment or other charge, a late charge not to exceed the legal maximum rate permitted by law, but in no event less than \$50.00, shall be automatically imposed thereon. The late charge shall be stated in the written notice of assessment. In addition to the aforesaid late charge, interest on the unpaid assessment or installment thereof or other charge shall automatically be imposed on such unpaid amount commencing on the first day after the due date of the payment and running until the actual date of receipt by the Condominium Association of the payment calculated on the basis of an annual interest rate of ten (10%) percent. The Board of Trustees of the Condominium Association may, in its sole and absolute discretion, adjust the aforesaid interest rate to not less than eight (8%) percent and not greater than eighteen (18%) percent. Any such adjustment shall be accomplished by the promulgation, adoption and publication of a regulation reflecting such an adjustment. In spite of the foregoing, no interest rate for an unpaid assessment or installment thereof or other charges may exceed the legally established interest rate established by the Rules of the Court of the State of New Jersey. In the event that the Board of Trustees shall effectuate collection of said assessments or charges by resort to counsel and/or the filing of a Claim of Lien, the Board of Trustees may add to the aforesaid assessments or charges reasonable and actual counsel fees, plus the reasonable costs for preparation, filing and discharge of the lien, in addition to such other costs as may be allowable by law.

- A. In the case of any action or proceeding brought or defended by the Condominium Association or the Board of Trustees pursuant to the provisions of these By-Laws, the reasonable costs and expenses of preparation and litigation, including attorneys fees, shall be a Common Expense allocated to all Unit Owners.
- B. Money judgments recovered by the Condominium Association in any action or proceeding brought hereunder, including costs, penalties or damages shall be deemed a special fund to be applied to: (1) the payment of unpaid litigation expenses; (2) refunding to the Unit Owners the cost and expenses of litigation advanced by them; (3) Common Expenses, if the recovery thereof was the purpose of the litigation; (4) repair or reconstruction of the Common Elements, if recovery of damages to same was the motivation for the litigation; and (5) any amount not applied to (1), (2), (3) and (4) above shall be at the discretion of the Board of Trustees treated either as: (a) a common surplus which shall be allocated and distributed to all Unit Owners including the Developer in accordance with each Unit Owner's percentage interest in the Common Elements or (b) a set off against the annual Common Expense Assessment generally. In spite of the foregoing, if a Unit Owner(s), the Board of Trustees or any other person or legal entity affected by any such distribution shall

assert that the damages sustained or the diminution in value suffered by a Unit Owner(s) was disproportionate to his or their interest in the Development, in that event the matter shall be submitted to binding arbitration to be decided in accordance with the procedures set forth in Article XVI hereof.

- C. All Common Expense assessments received and to be received by the Board of Trustees, for the purpose of paying any judgment obtained against the Condominium Association or the Board of Trustees and the right to receive such funds shall constitute trust funds and the same shall be expended first for such purpose before expending any part of the same for any other purpose.
- D. In the event that (a) Unit Owner(s) succeeds in obtaining a judgment or order against the Condominium Association or the Board of Trustees, then in addition to any other sums to which said Unit Owner(s) would otherwise be entitled by such judgment or order, he or they shall also be entitled to the restitution or recovery of any sums paid to the Board of Trustees as assessments for litigation expenses in relation to said action or proceeding.

7.10 Power of Attorney to Permitted Mortgage Holder. In the event the Board of Trustees shall not cause the enforcement procedures provided in Sections 7.8 and 7.9 of Article VII above to be implemented within the time provided, any Permitted Mortgage Holder for any Unit as to which there shall be such unpaid Common Expense assessments is hereby irrevocably granted a power of attorney to commence such actions and to invoke such other remedies, all in the name of the Condominium Association. This power of attorney is expressly stipulated to be coupled with an interest in the subject matter.

7.11 Annual Audit. The Board of Trustees shall submit the books, records, and memoranda of the Condominium Association to an annual audit by an independent certified public accountant who shall audit the same and render a report thereon in writing to the Board of Trustees and in summary form to the Unit Owners and such Notice Mortgagees or other persons, firms or corporations as may be entitled to same. While the Developer appoints a majority of the Trustees of the Board of Trustees, it shall have an annual audit of Condominium 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 Condominium Association. Any audit shall cover the operating budget and reserve accounts.

7.12 Examination of Books. Each Unit Owner shall be permitted to examine the books of account of the Board of Trustees by appointment at a reasonable time on business days; provided, however, that the Treasurer has been given at least fifteen (15) business days prior written notice of the Unit Owner's desire to make such an examination.

7.13 Fidelity Bonds. Fidelity bonds shall be required by the Board of Trustees from all persons handling or responsible for Condominium Association funds. The amount of such bonds shall be determined by the Board of Trustees. The premiums for such bonds shall be Common Expenses and shall be paid by the Condominium Association. While the Developer appoints a majority of the Trustees of the Board of Trustees, it shall cause a fidelity bond or other guarantee acceptable to the New Jersey Department of Community Affairs in an amount equal to the annual budget to be posted. For the second and succeeding years, the bond or other guarantee shall include accumulated reserves.

ARTICLE VIII OFFICERS

8.1 Designation. The principal Officers of the Condominium Association shall be a President, a Vice-President, both of whom shall be members of the Board of Trustees, a Secretary and a Treasurer. The Board of Trustees may also appoint such other Assistant Treasurers and Assistant Secretaries as in its judgment may be necessary. Any two (2) offices except that of President and Vice-President may be held by one person.

8.2 Election of Officers. The officers of the Condominium Association shall be elected annually by the Board of Trustees at the first Board of Trustees meeting following each annual meeting and such Officers shall hold office at the pleasure of the Board of Trustees.

8.3 Removal of Officers. Upon an affirmative vote of a majority of the full number of Trustees, any officer may be removed, either with or without cause, after opportunity for a hearing, and his successor

elected at any regular meeting of the Board of Trustees, or at any special meeting of the Board of Trustees called for such purpose.

8.4 Duties and Responsibilities of Officers.

- A. The President shall be the chief executive officer of the Condominium Association. He shall preside at all meetings of the Condominium Association and of the Board of Trustees. He shall have all of the general powers and duties which are usually vested in the office of President of a nonprofit corporation.
- B. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Trustees shall appoint some other Trustee to so do on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Trustees.
- C. The Secretary shall keep the minutes of all meetings of the Board of Trustees and the minutes of all meetings of the Members of the Condominium Association; he shall have charge of such books and papers as the Board of Trustees may direct; and he shall, in general, perform all the duties incident to the office of the Secretary.
- D. The Treasurer shall have the responsibility for the custody of Condominium Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Condominium Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Condominium Association in such depositories as may from time to time be authorized by the Board of Trustees.

8.5 Other Duties and Powers. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Trustees.

8.6 Eligibility of Trustees. Nothing herein contained shall prohibit a Trustee from being an officer.

ARTICLE IX

COMPENSATION, INDEMNIFICATION AND
EXCULPABILITY OF OFFICERS, TRUSTEES AND COMMITTEE MEMBERS

9.1 Compensation. No compensation shall be paid to the President or the Vice-President or any Trustee, or committee member for acting as such officer, Trustee, or committee member. The Secretary and/or Treasurer (except for Developer-appointees) may be compensated for their services if the Board of Trustees determines that such compensation is appropriate. Nothing herein stated shall prevent any officer, Trustee, or committee member from being reimbursed for out-of-pocket expenses or compensated for services rendered in any other capacity to or for the Condominium Association, provided that any such expenses incurred or services rendered shall have been authorized in advance by the Board of Trustees.

9.2 Indemnification. Each Trustee, officer or committee member of the Condominium Association shall be indemnified by the Condominium Association against the actual amount of net loss, including counsel fees, reasonably incurred by or imposed upon him in connection with any action, suit or proceeding to which he may be a party by reason of his being or having been a Trustee, officer or committee member of the Condominium Association, except as to matters for which he shall be ultimately found in such action to be liable for gross negligence or willful misconduct. In the event of a settlement of any such case, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Condominium Association is advised by counsel that the person to be indemnified had not been guilty of gross negligence or willful misconduct.

9.3 Exculpability. Unless acting in bad faith, neither the Board of Trustees as a body nor any Trustee, officer or committee member shall be personally liable to any Unit Owner in any respect for any action or lack of action arising out of the execution of his office. Each Unit Owner shall be bound by the good faith actions of the Board of Trustees, officers and committee members of the Condominium Association in the execution of the duties of said Trustees, officers and committee members. Nothing contained herein shall be construed so as to exculpate members of the Board of Trustees appointed by the Developer from discharging their fiduciary responsibilities.

The Condominium Association shall not be liable in any civil action brought by or on behalf of a Unit Owner to respond in damages as a result of bodily injury to the Unit Owner occurring on or within the Common Elements unless the Condominium Association caused such bodily injury to the Unit Owner within or upon the Common Elements by its willful, wanton or grossly negligent act of commission or omission. The foregoing shall be construed in accordance with and not in derogation of N.J.S.A. 2A:62A-12 et seq.

ARTICLE X

COVENANTS COMMITTEE

10.1 **Purpose.** The Board of Trustees shall establish a Covenants Committee, consisting of three (3) Unit Owners appointed by the Board of Trustees, each to serve for a term of one year, in order to assure that the Development shall always be maintained in a manner:

- A. providing for architectural consistency, visual and aesthetic harmony and soundness of repair;
- B. avoiding activities deleterious to the aesthetic or property values of the Development;
- C. furthering the comfort of the Unit Owners, their guests, invitees and lessees; and
- D. promoting the general welfare and safety of the condominium regime.

10.2 **Powers.** The Covenants Committee shall have the following powers:

- A. to propose to the Board of Trustees, for promulgation, adoption and publication as Rules and Regulations, standards regulating, amongst other things, the external design, appearance, use and maintenance of the Common Elements and Units so as to assure architectural consistency, visual and aesthetic harmony, soundness of repair and maintenance of standards established by the Developer;
- B. to propose to the Board of Trustees, for promulgation, adoption and publication as Rules and Regulations, such standards as it deems appropriate and/or necessary governing the use of the Units within the condominium regime in order to assure adherence to the limitations placed upon the use of the Units by the Master Deed;
- C. to propose to the Board of Trustees, for promulgation, adoption and publication as Rules and Regulations, such measures as it shall, from time to time, deem appropriate and aimed toward assuring that the covenants, conditions, restrictions, etc. of the condominium regime are faithfully observed;
- D. to issue cease and desist notices to any Member, his guests, invitees, lessees, etc., any of whose acts or failure to act is deemed inconsistent with the Master Deed and these By-Laws. Such notices may be issued by the Covenants Committee on its own initiative or as a result of a petition by a Member. Any such cease and desist notice shall expressly provide the opportunity for a hearing pursuant to Article XII of these Condominium Association By-Laws and no action may be taken by the Covenants Committee without first giving the person upon whom the notice is served at least ten (10) calendar days prior written notice thereof and affording him the opportunity to be heard with respect to the violations asserted; and
- E. to give advisory interpretations, from time to time, as requested by the Board of Trustees relative to provisions of the Master Deed, these By-Laws and resolutions of the Board of Trustees as to the intent thereof.

10.3 **Authority.** Any Rules and Regulations proposed by the Covenants Committee shall have no force or effect until reviewed, adopted and published by the Board of Trustees. In addition to those express powers set forth in Section 10.2 of these Condominium Association By-Laws, the Covenants Committee shall have such additional duties, power, and authority as the Board of Trustees may from time to time provide, including the right to impose fines as provided in Section 11.2 of these Condominium Association By-Laws. The Board of Trustees may relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case by case basis by vote of a majority of its then current full authorized membership. The Covenants Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the Rules and Regulations or by resolution of the Board of Trustees.

ARTICLE XI
ENFORCEMENT

11.1 Enforcement. The Board of Trustees shall have the power, at its sole option, to enforce the terms of these Condominium Association By-Laws or any Rule or Regulation promulgated, adopted and published pursuant thereto 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 Condominium 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.

11.2 Fines. The Board of Trustees shall have the power to levy fines against any Unit Owner(s) for violation(s) of any duty promulgated, adopted and published Rule or Regulation of the Condominium 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 of Trustees, the Unit Owner involved shall be given at least ten (10) business days prior written notice and afforded an opportunity to be heard as provided in Article XII of these Condominium Association By-Laws with respect to the violation(s) asserted.

11.3 Waiver. No restriction, condition, obligation or covenant contained in these By-Laws shall be deemed to have been abrogated or waived by reason of the failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

11.4 Cause of Action Against Condominium Association. Subject to the provisions of Section 9.3 of these Condominium Association By-Laws, Unit Owners shall have a cause of action, to the extent permitted by the laws of this State, against the Condominium Association for its failure to act in accordance with the Master Deed, Certificate of Incorporation, these By-Laws, any Rules or Regulations governing the Development or any formal decisions of the Condominium Association.

ARTICLE XII
JUDICIARY COMMITTEE

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

12.2 Authority. The Judiciary Committee shall have the authority to review any cease and desist notices issued by the Covenants Committee at the request, timely made, of an aggrieved party and to resolve disputes amongst eligible parties seeking the involvement of the Judiciary 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 Trustees.

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

- A. The Petitioner shall file with the Judiciary Committee a written statement (from now on called the "Petition") setting forth in detail the matter being presented. In the case of cease and desist notices issued by the Covenants Committee, 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 Judiciary Committee within ten (10) business days of service upon the Petitioner of such cease and desist notice.
- B. Within the ten (10) business days of its receipt of the Petition, the Judiciary Committee shall provide any Member or tenant complained about by a Petitioner or, in the case of a cease and desist notice, the Covenants Committee (from now on collectively referred to as the "Respondent"), with a copy of the Petition.
- C. The Respondent shall prepare a written response and file same with the Judiciary Committee within fourteen (14) days of Respondent's receipt of a copy of the Petition.
- D. The Judiciary Committee shall review the written submissions of the Petitioner and the Respondent and shall conduct such other inquiry as it deems appropriate. The Judiciary Committee shall then make every effort to informally resolve the dispute between the parties in an amicable fashion.
- E. In the event a matter pending before the Judiciary 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 Judiciary Committee its written response or any mutually agreed upon extension not to exceed sixty (60) calendar days from the expiration of the aforesaid ten (10) business days, the Judiciary 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 Judiciary 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 Judiciary Committee, the Petitioner, and the Respondent 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 Trustees by the Judiciary Committee.
- F. The Judiciary Committee shall have the power to recommend to the Board of Trustees 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 Judiciary Committee shall deem appropriate in its sole discretion.
- G. A decision of the Judiciary Committee shall become final ten (10) business days after it is served upon the Board of Trustees. Prior to the expiration of the aforesaid ten (10) business days, the Board of Trustees 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 Judiciary Committee regarding imposition and/or allocation of costs. To the extent the Board of Trustees 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 Miscellaneous 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 Trustees modifies or rejects the decision of the Judiciary Committee, it shall reduce its determination to writing and serve a copy of same upon the Judiciary Committee, the Petitioner and the Respondent as the final disposition of the matter in question. The failure of the Board of Trustees to modify or reject the decision of the Judiciary Committee as aforesaid by serving notice of same within ten (10) business days of service upon it of a copy of the Judiciary Committee's decision shall be deemed an affirmation by the Board of Trustees of the decision of the Judiciary Committee.
- H. The prevailing party under the final decision may enforce compliance with any decision of the Judiciary Committee and/or the Board of Trustees 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.

12.4 Obligation to Provide Procedure for Dispute Resolution. Either through the Judiciary Committee established by this Article XII or otherwise, the Condominium 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.

ARTICLE XIII AMENDMENTS

Subject to any restrictions which may be set forth in the Master Deed, these By-Laws, or any of them, may be altered or repealed or new By-Laws may be made at any meeting of the Condominium Association duly held for such purpose, and previous to which written notice to Unit Owners of the exact language of the amendment or of the repeal shall have been sent, a quorum being present, by an affirmative vote of 51% in interest of the votes entitled to be cast in person or by proxy, except that: (i) the first annual meeting may not be advanced, (ii) the first Board of Trustees (including replacements in case of vacancies) may not be enlarged or removed, (iii) the obligation or the proportionate responsibility for the payment of Common Expenses may not be changed by reason of any such new By-Law, amendment or repeal and (iv) no such new By-Law, amendment or repeal shall in any way affect the Developer, including any successor of the Developer, unless the Developer, or its successor, has given its prior written consent thereto. No amendment, modification or repeal of these Condominium Association By-Laws shall have any force or effect until same is first recorded in the Hunterdon County Clerk's Office and cross-indexed by marginal notation to the Master Deed.

ARTICLE XIV CONFLICT; INVALIDITY

14.1 Conflict. In spite of anything to the contrary herein, if any provision of these By-Laws is in conflict with or contradiction of the Master Deed, the Certificate of Incorporation or with the requirements of any law, then the requirements of said Master Deed, Certificate of Incorporation or law shall be deemed controlling.

14.2 Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the enforceability or affect the remaining provisions of the By-Laws.

ARTICLE XV NOTICE

Unless a particular notice is expressly required by these Condominium Association By-Laws or by law to be served or sent in a different manner, any notice permitted or required to be served upon or sent to any Member under the provisions of these Condominium Association By-Laws shall be deemed to have been properly served or sent and notice thereby given as follows:

- A. when mailed via the United States Postal Service with first class postage prepaid and addressed to the Member at his last known address reflected by the records of the Condominium Association at the time of such mailing; or
- B. by personal delivery to any occupant of the Unit owned by the Member over the age of fourteen (14) or by affixing the notice in question to or sliding same under the front entrance door of the Unit owned by the Member to whom notice is being given.

Notice to one or two or more co-Unit Owners shall constitute notice to all co-Unit Owners. In addition, it shall be the obligation of every Member to immediately notify the Condominium Association in writing of any change of address to which the Member desires to have notices served or sent. Any such notice of a change of address as aforesaid shall be given to the Condominium Association in the manner provided by the Master Deed.

ARTICLE XVI ARBITRATION

Any arbitration provided for in these By-Laws shall be conducted before one arbitrator in Hunterdon County, New Jersey designated by the American Arbitration Association and in accordance with its rules then obtaining. The decision rendered in such arbitration shall be binding upon the parties and may be entered in any court having jurisdiction. All expenses of arbitration hereunder including the fees and expenses of counsel and experts shall be Common Expenses.

**ARTICLE XVII
CORPORATE SEAL**

The Condominium Association shall have a seal in circular form having within its circumference the words "Flemington Fields Condominium Association, Inc."
BERSDOCS:602440.2

EXHIBIT E

SCHEDULE OF PROPORTIONATE INTERESTS

EXHIBIT 1 E

Schedule of Proportionate Liability for Common Expenses

The Developer has determined that each individual condominium unit will share equally in the liability for all common expenses of the Condominium Association. Accordingly, each Condominium Unit will bear 1/142 of the common expenses of the condominium.

doc.606369v1

BERSDOCS:606369.1/GOL439-810525

EXHIBIT F

PROCEDURES FOR SATELLITE DISH/ANTENNA INSTALLATION

1. No satellite dish/antenna/dish antenna larger than one meter in diameter or diagonal measurement shall be permitted.
2. All satellite dish/antenna/dish antenna installation shall be made on balconies, patios and decks to the rear of the home. If it is not possible to install the satellite dish/antenna/dish antenna on a balcony, patio or deck to the rear of the home, the unit owner may seek the approval of the Board of Trustees to install the satellite dish/antenna/dish antenna on the general common elements of the Association.
3. No satellite dish/antenna/dish antenna shall be installed on the general common elements of the Association without the prior approval of the architectural committee and the Board of Trustees.
4. Any installation of a satellite dish/antenna/dish antenna shall be on property within the exclusive use or control of the antenna user where the user has a direct or indirect ownership interest in the property, (including balconies, patios and decks).
5. All installations of a satellite dish/antenna/dish antenna must be by a licensed and insured contractor and pursuant to the appropriate engineering specifications.
6. All installations shall comply with manufacturer's and dealer's requirements and local zoning requirements and building codes, if applicable.

PROCEDURES FOLLOWING A SATELLITE DISH/ANTENNA INSTALLATIONS

1. Following the installation of a satellite dish/antenna/dish antenna, the antenna user must notify the Association at the office of its managing agent within 60 days of the installation.
2. After such notification is made, the antenna user must allow an association representative to inspect the installation and confirm that the same complies with engineering specifications for installation. If the installation does not comply with the engineering specifications, the antenna user will be required to correct the installation within 30 days. If the installation is not corrected the antenna will be removed at the sole cost and expense of the antenna user.

3. Any antenna user who does not notify the association within 60 days of installation will be assessed a fee of \$50.00 for each additional 30 days that pass without notice. Such assessment will become a lien against the antenna owner's property if unpaid.

BERSDOCS:639349.1



END OF DOCUMENT

FIRST AMENDMENT
TO
MASTER DEED
FOR
FLEMINGTON FIELDS, A CONDOMINIUM

DATED: JULY 14, 2004

RECORDED: AUGUST 2, 2004

REGISTER, HUNTERDON COUNTY, NEW JERSEY

DEED BOOK 2098 - PAGE 112

Record & return to:

Jeffrey H. Itzkowitz, Esq.
Brach Eichler L.L.C.
101 Eisenhower Parkway
Roseland, New Jersey 07068



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02/22/2010 10:21:45 AM DO
Bk: 2245 Pg: 864
Mary H. Melfi
Hunterdon County Clerk

SCHEDULE A
EASEMENTS OF RECORD

1. Utility Easements recorded in Deed Book 428, page 474; Book 429, page 288; Book 597, page 358; Book 524, page 245, and Book 705, page 584.
2. Easement granted to the Township of Raritan recorded in Deed Book 846, page 420.
3. Easements and Right of Way Agreements recorded in Deed Book 2056, page 273; Book 2056, page 279; Book 2056, page 285; and Book 2056, page 291.
4. Maintenance Easements granted to the County of Hunterdon recorded in Deed Book 2059, page 752 and Book 2059, page 755.
5. Restrictions contained in Deed Books 519 p-age 191, Book 521 page 149 and Book 589 page 596.
6. Setback requirements and Easements as set forth on Filed Map # 8418925 known as "The Final Plat for Raritan Valley Developers, filed March 25, 2003".
7. Roadway Easement recorded in Deed Book 2070 page 641.
8. Waterline, Sanitary, Roadway and Parking easements as shown on the filed map number 8502540, known as "Amended Final Plat For Clubhouse And Retail Center, RVD-Age Restricted Housing" filed June 25, 2004.

SCHEDULE B
REVISED UNIT DESIGNATION

The following Units have been redesignated, and the addresses have been modified as follows: (all other units, if not referred to herein shall retain their original designations as set forth in the Original Master Deed)

The following Units, all in Block 72, Lot 3:

<u>Building #</u>	<u>Unit #</u>	<u>Old Address</u>	<u>New Address</u>
15	11	91 Hart Blvd.	11 Samson Drive
15	12	92 Hart Blvd.	12 Suzanne Drive
15	13	93 Hart Blvd.	13 Samson Drive
15	14	94 Hart Blvd.	14 Suzanne Drive
16	15	95 Hart Blvd.	15 Suzanne Drive
16	17	17 Hart Blvd.	17 Suzanne Drive
17	19	99 Hart Blvd.	19 Samson Drive
17	20	100 Hart Blvd.	20 Samson Drive
17	21	21 Suzanne Dr.	21 Samson Drive
17	22	22 Suzanne Dr.	22 Samson Drive
24	23	23 Suzanne Dr.	23 Samson Drive
24	24	24 Suzanne Dr.	24 Samson Drive
14	111	111 Hart Blvd.	111 Samson Drive
14	112	112 Hart Blvd.	112 Samson Drive
14	113	113 Hart Blvd.	113 Samson Drive
14	114	114 Hart Blvd.	114 Samson Drive

First Amendment

Amendment to Master Deed for Flemington Fields, A Condominium dated July 14, 2004 and recorded on August 2, 2004 with the Register of Hunterdon County, New Jersey, in Deed Book # 2098 at Page 112, et seq.

The within Amendment, to the extent contrary to the terms of the within Master Deed, shall take precedence.

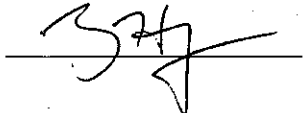
1. Paragraph 7 on Page 4 shall be modified to reflect that the Development shall also be subject to the easements of record set forth in Schedule B of the Specimen Title Insurance Policy set forth in Exhibit 7 to the Public Offering Statement, and as more fully set forth in Schedule A attached hereto. The Condominium Development is also subject to the "Amended Final Plat for Club House and Retail Center dated June 18, 2004 and recorded June 25, 2004 as Instrument No. 8502540, including the easements for a pump station, drainage, conservation, sanitary, water line, and parking easement, all as depicted thereon. "

2. Exhibit B-1 of the Master Deed, the Unit Designations, shall be modified to reflect the revised designations and addresses of those units set forth in the attached Schedule B.

IN WITNESS WHEREOF, the Developer has caused this First Amendment to the Master Deed to be executed as of the 13th day of February, 2008 by its duly authorized President and the corporate seal affixed pursuant to a resolution duly adopted by its Board of Directors.

ATTEST:

RARITAN VALLEY DEVELOPERS, INC.



By: 
Henry Stein, Vice President

STATE OF NEW JERSEY)

:ss:

COUNTY OF MIDDLESEX)

Be it remembered that on this 13th day of February, 2008, Henry Stein personally came before me, and this person acknowledged under oath to my satisfaction that:

(a) This person is the Vice President of Raritan Valley Developers, Inc., the company named in the attached document;

(b) This document was signed and delivered by the corporation as its voluntary act, duly authorized at a meeting of the shareholders of the company;

(c) This person signed as proof to attest to the truth of these facts.

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02/22/2010 10:21:45 AM DD
Recording Fee: \$70.00
Tax Fee: \$.00
Consideration: \$.00
Buyers Fee: \$.00
MAS1


Notary Public of the State of New Jersey

LUCILLE VERONI
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES DECEMBER 16, 2009

ROS:1050698.1/RAR010-239389

SECOND AMENDMENT

TO

MASTER DEED

FOR

FLEMINGTON FIELDS, A CONDOMINIUM

DATED: JULY 14, 2004

RECORDED: AUGUST 2, 2004

REGISTER, HUNTERDON COUNTY, NEW JERSEY

DEED BOOK 2098 - PAGE 112



20100222000035460 1/3
02/22/2010 10:21:47 AM DO
Bk: 2245 Pg: 872
Mary H. Melfi
Hunterdon County Clerk

Record & return to:

Jeffrey H. Itzkowitz, Esq.
Brach Eichler L.L.C.
101 Eisenhower Parkway
Roseland, New Jersey 07068

Second Amendment

Amendment to Master Deed for Flemington Fields, A Condominium dated July 14, 2004 and recorded on August 2, 2004 with the Register of Hunterdon County, New Jersey, in Deed Book # 2098 at Page 112, et seq.

The within Amendment, to the extent contrary to the terms of the within Master Deed, shall take precedence.

1. Paragraph 5 on Page 3 is modified to reflect that other than as set forth in the within Paragraph 5, the Condominium Association does not have the right to sell any Common Areas of the Association to any third party.

2. Article 10, Paragraph 21 is amended to be replaced and to read as follows:

"Project to Remain 55 or Over Housing; Age Restricted Community. The within project shall be deemed an Age Restricted Community as required by Ordinance #98-47 of the Township of Raritan, and as defined in Title 16, Chapter 42 of the Land Development Code of the Township of Raritan, as same may be amended from time to time, as well as in conjunction with applicable federal laws. It is intended that the Project be considered "55 or over housing" within the meaning of the Fair Housing Act, so as to qualify for "housing for older persons" within the meaning of the Fair Housing Act. Each of the homes available for sale within the Project will only be available to people who are 55 years of age or older, or for couples, one of them must be at least 55 years of age. The premises shall only be sold to persons who meet these criteria and who intend to use the home as their residence. Other than as set forth herein, the only other persons permitted to reside in the residence who are under 55 years of age are the following:

(a) a member of the resident's household under the age of 55 years who resides with another member of the household who is 55 years of age or older;

(b) children (under 18) of the parent, guardian or other person responsible for custody or care who resides in the premises;

(c) one adult under the age of 55 years (other than a spouse) will be admitted as a permanent resident if it is established and approved by the Homeowner's Association that the presence of such person is essential to the physical care of one or more of the adult occupants. If more than one adult under 55 years of age is necessary to care for the adult occupant, approval shall be required from the Homeowner's Association and a copy of its decision shall be filed with the Township Clerk of the Township of Raritan; and

(d) other than as set forth in this paragraph, no other residents under the age of 55 years of age will be permitted to reside in any units.

(e) For purposes of this section, the following definition shall apply: "member of household" shall mean the spouse, children (as defined above), caregiver (as defined above), guardian of the owner, and such other persons constituting the family unit of the person who is 55 years or older as may otherwise be defined in applicable federal and state statutes or regulations.

ROS:1050811.1/RAR010-239389

In the event that an owner of a unit dies, testate or intestate, leaving as heirs one or more persons who do not qualify as a "permitted resident", this restriction shall in no way be deemed to restrict the ownership of said home by the heirs; provided, however, that said heir or heirs, their successors or assigns shall not reside in the home until he or she has an application for residency approved by the Board.

The foregoing restriction shall be contained in each Deed for each individual lot within the Development, and shall be identified as an "Age Restriction". Each subsequent Deed or resale shall reference the Age Restriction and the Age Restriction will run with the land and with each individual home.

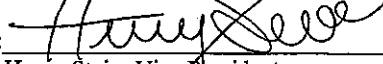
The foregoing restrictions shall not be interpreted in any manner so as to prevent, restrict, interfere or delay Grantor's construction of the homes within the Development or its ability to sell or lease any homes or to maintain model homes and sales offices."

IN WITNESS WHEREOF, the Developer has caused this Second Amendment to the Master Deed to be executed as of the 20th day of June, 2008 by its duly authorized President and the corporate seal affixed pursuant to a resolution duly adopted by its Board of Directors.

ATTEST:



RARITAN VALLEY DEVELOPERS, INC.

By: 
Henry Stein, Vice President

STATE OF NEW JERSEY)

:ss:

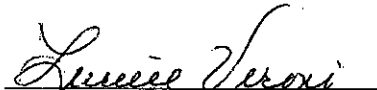
COUNTY OF MIDDLESEX)

Be it remembered that on this 20th day of June, 2008, Henry Stein personally came before me, and this person acknowledged under oath to my satisfaction that:

(f) This person is the Vice President of Raritan Valley Developers, Inc., the company named in the attached document;

(g) This document was signed and delivered by the corporation as its voluntary act, duly authorized at a meeting of the shareholders of the company;

(h) This person signed as proof to attest to the truth of these facts.


Notary Public of the State of New Jersey

LUCILLE VERONI
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES DECEMBER 16, 2009

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02/22/2010 10:21:47 AM DO
Recording Fee: \$50.00
Tax Fee: \$.00
Consideration: \$.00
Buyers Fee: \$.00
MAS1

ROS:1050811.1/RAR010-239389

- 2 -

Prepared by: _____
JOHN F. KWASNIK, ESQ.

**POLICY RESOLUTION TO THE MASTER DEED AND BYLAWS OF
FLEMINGTON FIELDS CONDOMINIUM ASSOCIATION, INC.**

This Policy Resolution to the Master Deed and By-Laws recorded in the Office of the Hunterdon County Clerk's Office on Aug 2, 2004 in Deed Book 2098 at Page 112, is made this 11th day of Aug., 2011 by the Flemington Fields Condominium Association, Inc., a New Jersey Not For Profit Corporation having its principal place of business c/o Access Property Management, Inc., 4 Walter E. Foran Boulevard, Suite 311, Flemington, NJ 08822 (hereinafter referred to as the "Association"). The Association hereby amends the Association's By-Laws to include parking rules and regulations.

Record and Return to:
JOHN F. KWASNIK, ESQ.
Mezzacca & Kwasnik, LLC.
2 Lincoln Highway, Suite 511
Edison, New Jersey 08820
(732) 549-4600
Fax: (732) 549-8028



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08/16/2011 01:27:49 PM DO
Bk: 2274 Pg: 288
Mary H. Melfi
Hunterdon County Clerk

FLEMINGTON FIELDS CONDOMINIUM ASSOCIATION, INC.
POLICY RESOLUTION
PARKING RULES AND REGULATIONS

WHEREAS, the Master Deed provides that the operation and management of the grounds shall be by the Association in accordance with the provisions of the New Jersey Condominium Act, the Master Deed, the Certificate of Incorporation, the By-Laws and the Rules and Regulations governing the Association; and

WHEREAS, the By-Laws of the Association provides that the Board of Trustees shall manage the property, affairs and business of the Association and expressly authorizes the Board to exercise on behalf of the Association, all powers granted to it by the Certificate of Incorporation, the Master Deed and the By-Laws; and

WHEREAS, the By-Laws provide that the Board shall exercise all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things, unless otherwise restricted under law or by the Master Deed or the By-Laws; and

WHEREAS, the By-Laws empowers the Board to adopt, distribute, amend and enforce rules and regulations covering the operation, use, and occupancy of the units, common elements and facilities within the development; and

WHEREAS, the Association wishes to adopt a regulation establishing parking regulations for the Association and insuring compliance of these regulations by Unit Owners and tenants; and

NOW THEREFORE BE IT RESOLVED THAT, the Association hereby adopts the following regulation governing parking at the Flemington Fields Condominium Development:

1. Definitions

a. **"Unit Owner"** shall be defined as any person or entity who appears as an owner of

record of a Unit within the Association in the Records of the Clerk of Hunterdon County.

b. **"Tenant"** shall be defined as any person or entity who resides in a unit in the development and who is obligated to make payment to and/or makes payment to a Unit Owner because of such residence whether such obligation is evidenced by a lease or not.

c. **"Resident"** shall be defined as any person or entity who parks a motor vehicle(s) anywhere on the Association Property for any amount of time on more than ten (10) consecutive days. Once an individual or entity becomes a Resident as defined herein, that person remains a Resident for the purposes of this resolution, for six (6) months from the date the person or entity falls within the definition of "Resident".

d. **"Parking Space"** shall be defined herein as that area which has been paved with asphalt, concrete or other like substance and which is a portion of the Association's Common Property which has been marked by the Association such that if a motor vehicle would be bounded on both sides by parallel curbing, excluding any area designated as a "fire zone". Only one vehicle may park in each parking space.

2. The parking of vehicles in the cut out areas in any manner other than head on or back in, such as parallel parking or on a slant is strictly prohibited. Vehicles parked in a driveway, must fit within the confines of the driveway area.

3. Every Unit Owner, Tenant and/or Resident using a vehicle on site shall be properly licensed/registered and insured. Only vehicles used by a Unit Owner or tenant on a regular basis are permitted on site.

4. There shall be no parking on extended driveways or streets, except as permitted by the Township of Raritan on Hart Boulevard and Indian Plantation Street. Parking shall be in a designated parking space or in designated parking areas.

5. No vehicle may be parked or stored on the common property. For purposes of this resolution, the storing of vehicles shall be defined that the vehicle is left unattended or unused for

more than seven (7) days without having been moved. No vehicle may be parked on the common property which is found to have either no registration or registration which has been expired for more than seven (7) days.

6. No vehicle may be left on jacks, blocks, etc. without the owner being present.

7. Any Unit Owner owned vehicle parked in violation hereof shall subject the Unit Owner to a fine of not less than twenty-five dollars (\$25.00) per day, per violation. The fine assessed, shall be in addition to any other sanctions available as set forth in the governing documents or by further resolution of the Board. Any damage to the common areas caused by the improper parking or use of vehicles on site, shall be borne by the Unit Owner. Any vehicle parked on the common property in violation hereof that is owned by a non-Unit Owner of the Association, shall subject the Unit Owner to the penalty. "**Responsible Party**" is defined, for the purpose of this resolution, as any Unit Owner who has invited a guest, delivery service, or other person and/or entity within the private streets of the Association.

8. No commercial vehicles shall be parked within the development overnight.

9. No vehicle may be parked on the Association property which in the Association's sole discretion creates a safety hazard.

10. Delete.

11. Any monies due hereunder shall be collected by the Association in the same manner as Association assessments.

12. Notwithstanding any of the above, the Association may exercise all rights and remedies available to it under law, in equity and/or pursuant to the governing documents.

13. Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.

14. Any provisions contained within any previously adopted resolution of the Association, which conflicts with any previously adopted resolution of the Association, which conflicts with

any provisions set forth herein, shall be deemed void and the provisions contained herein shall govern the issue of parking at the development.

15. The parking of vehicles on site shall be done in such a manner as not to interfere with the rights of other association members, guests, tenants or invitees to park and/or use the common areas.

16. This resolution shall be subject to any other resolution of the Board relating to parking on site, such as the Association's Resolution Rules and Regulations governing snow clearance and its move in-move out policy.

17. The use of portable storage facilities, more commonly known as PODS or the like, is strictly prohibited. The placement of a dumpster on site in connection with work to a particular unit shall be done so in such a manner as to minimize damage to the limited and general common elements. If damage does occur, the Unit Owner shall be solely responsible for such damage.

18. Garage doors shall be closed at all times; unless open in connection with work being performed at or around the unit by a contractor or by the resident.

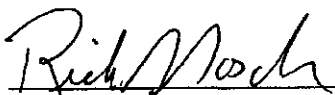
19. Residents of the community are expected to utilize their garages and driveways for parking, as contemplated by the original plan for the community.

20. Residents shall not utilize their garages in such a manner as to impede the use of their garage or driveway areas for the parking of vehicles.

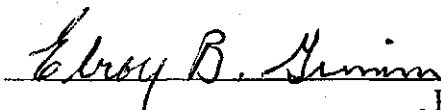
This resolution has been duly adopted at a meeting of the Board of Trustees of the Flemington Fields Condominium Association, Inc. this 17 day of MAY, 2011.

ATTEST:

FLEMINGTON FIELDS
CONDOMINIUM ASSOCIATION, INC.



, Secretary



, President

FLEMINGTON FIELDS CONDOMINIUM ASSOCIATION, INC.
POLICY RESOLUTION
PARKING RULES AND REGULATIONS

Resolution Type: Policy

Pertaining To: Parking

Duly adopted at an open meeting of Flemington Fields Condominium Association, Inc., held this 17 day of may, 2011.

OFFICER

VOTE:

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
<u>E. Lynn B. Anzures</u> , Trustee	✓	_____	_____	_____
<u>Rail Mader</u> , Trustee	✓	_____	_____	_____
<u>Grace Kelly</u> , Trustee	✓	_____	_____	_____
<u>Tony Mader</u> , Trustee	✓	_____	_____	_____
<u>Maeira Halpern</u> , Trustee	_____	_____	_____	✓

Attest:

Rail Mader
 , Secretary

Prepared by: _____
JOHN F. KWASNIK, ESQ.

**POLICY RESOLUTION TO THE MASTER DEED AND BYLAWS OF
FLEMINGTON FIELDS CONDOMINIUM ASSOCIATION, INC.**

This Policy Resolution to the Master Deed and By-Laws recorded in the Office of the Hunterdon County Clerk's Office on Aug 2, 2011 in Deed Book 2098 at Page 112 is made this ____ day of May 2011 by the Flemington Fields Condominium Association, Inc., a New Jersey Not For Profit Corporation having its principal place of business c/o Access Property Management, Inc., 4 Walter E. Foran Boulevard, Suite 311, Flemington, NJ 08822 (hereinafter referred to as the "Association"). The Association hereby amends the Association's By-Laws to regulate and restrict the posting of signs on site.

Record and Return to:

JOHN F. KWASNIK, ESQ.
Mezzacca & Kwasnik, LLC.
2 Lincoln Highway, Suite 511
Edison, New Jersey 08820
(732) 549-4600
Fax: (732) 549-8028



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Bk: 2274 Pg: 295
Mary H. Melfi
Hunterdon County Clerk

FLEMINGTON FIELDS CONDOMINIUM ASSOCIATION, INC.
POLICY RESOLUTION REGARDING PROCEDURES AS TO
FOR SALE SIGNS ON SITE

WHEREAS, the Association's By-Laws provides that 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 in the operation and maintenance of the residential condominium project; and

WHEREAS, the By-Laws permit the Board of Trustees to adopt reasonable rules and regulations governing the use and operation of the common elements; and

WHEREAS, the By-Laws authorizes the Board of Trustees to secure compliance by all Unit Owners to comply with any and all regulations for which they are responsible under the Association's Master Deed and By-Laws; and

WHEREAS, it would be in the best interest of the Unit Owner of each unit, as well as the entire community, to adopt a policy pertaining to the use of For Sale Signs at the Community consistent with the Master Deed and By-Laws; and

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

1. For Sale signs are permitted in windows only. No For Sale Signs are allowed on lawns and/or any other portion of the common element unless otherwise permitted herein.
2. The Unit Owner will coordinate with its Management Company to establish an efficient timetable for move-ins and move-outs based on construction activity, building safety, and Unit Owner requirements; and
3. It is requested that each Unit Owner provide their moving company's name at the time of move-in or move-out. The Moving Company is required to provide an insurance certificate prior to the move-in or move-out. The Unit Owner is requested to advise Management if they will be performing the move in/out without a moving company; and
4. For Sale signs may only be placed for view on the Saturday and/or Sunday of the weekend in which a open house is being held. Any sign found by the management company at any other time will be confiscated and the Unit Owner will receive a twenty five (\$25.00) dollar fine each time a sign is confiscated. The fine shall be treated as a common expense to be levied against the particular Unit Owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of common expenses.

Sandwich type signs are allowed and nothing may ever be put into soil. Signs are to be placed past the light pole north of the common entrance.

This resolution has been duly adopted at a meeting of the Board of Trustees of Flemington Fields Condominium Association, Inc., held this 17 day of May 2011.

ATTEST:

FLEMINGTON FIELDS
CONDOMINIUM ASSOCIATION, INC.

, Secretary

, President

FLEMINGTON FIELDS CONDOMINIUM ASSOCIATION, INC.
POLICY RESOLUTION REGARDING FOR
SALE SIGNS AT THE COMMUNITY

Resolution Type: Policy

Pertaining To: Rules and Regulations regarding For Sale Signs at the Community.

Duly adopted at an open meeting of the Flemington Fields Condominium Association, Inc. held this 17 day of May, 2011.

OFFICER

VOTE:

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
<u>Gregory B. Higgins</u> , Trustee	✓	_____	_____	_____
<u>John Kelly</u> , Trustee	✓	_____	_____	_____
<u>Bill Modly</u> , Trustee	✓	_____	_____	_____
<u>Tony Mueser</u> , Trustee	✓	_____	_____	_____
<u>Maeira Halpern</u> , Trustee	_____	_____	_____	✓

Attest:

Bill Modly
 , Secretary

Prepared by: _____
JOHN F. KWASNIK, ESQ.

**POLICY RESOLUTION TO THE MASTER DEED AND BYLAWS OF
FLEMINGTON FIELDS CONDOMINIUM ASSOCIATION, INC.**

This Policy Resolution to the Master Deed and By-Laws recorded in the Office of the Hunterdon County Clerk's Office on Aug 2, 2011 in Deed Book 2078 at Page 112 is made this 16th day of Aug, 2011 by the Flemington Fields Condominium Association, Inc., a New Jersey Not For Profit Corporation having its principal place of business c/o Access Property Management, Inc., 4 Walter E. Foran Boulevard, Suite 311, Flemington, NJ 08822 (hereinafter referred to as the "Association"). The Association hereby amends the Association's By-Laws to include a policy regarding the inspection of dryer vents.



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Bk: 2274 Pg: 300
Mary H. Melfi
Hunterdon County Clerk

Record and Return to:
JOHN F. KWASNIK, ESQ.
Mezzacca & Kwasnik, LLC.
2 Lincoln Highway, Suite 511
Edison, New Jersey 08820
(732) 549-4600
Fax: (732) 549-8028

FLEMINGTON FIELDS CONDOMINIUM ASSOCIATION, INC.
POLICY RESOLUTION REGARDING DRYER VENT
INSPECTION AND CLEANING

WHEREAS, the Association's By-Laws provides that 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 in the operation and maintenance of the residential condominium project; and

WHEREAS, the By-Laws permit the Board of Trustees to adopt reasonable rules and regulations governing the use and operation of the common elements; and

WHEREAS, the By-Laws authorizes the Board of Trustees to secure compliance by all unit owners or tenants of all items of maintenance for which they are responsible or may become responsible for through further amendments of the Association's Master Deed and By-Laws; and

WHEREAS, the units at the Flemington Fields Condominium Association, Inc., have dryer vents which exclusively service a particular unit; and

WHEREAS, it would be in the best interest of the unit owner or tenant of each unit, as well as the entire community, for these vents servicing the unit to be inspected and cleaned, when needed; and

WHEREAS, the Board of Trustees has determined that in order to promote the safety and general welfare of the entire community, unit owners or tenants shall be required to have dryer vents inspected every two (2) years.

NOW, THEREFORE, be it resolved that the Board of Trustees hereby adopts the following requirements to enhance the safety and general welfare of the members of the Association:

1. The unit owners or tenants of each unit in the Association shall be required to have the dryer vent servicing the unit inspected every two (2) years, since this portion of the property is the responsibility of the unit owner to maintain. The first inspection and/or cleaning of the vents is to occur by no later than October 31, 2011 and every two (2) years thereafter.
2. All inspections and cleanings shall be performed by a licensed and insured New Jersey State Contractor from within the unit, where possible. Prior to the Contractor performing any work, proof of license and insurance shall be supplied to the Association's Management Company.
3. The dryer vents shall be inspected and cleaned if necessary, in accordance with this resolution. If as a result of the inspection, no cleaning is necessary, the Contractor will

provide a Certification reflecting such. The Certification of Inspection stating the result of the inspection shall be submitted to management between March 1st and October 31st outlining what was done to the unit.

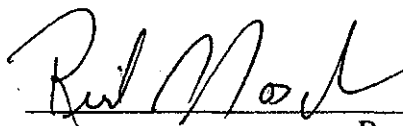
4. Enforcement of this resolution shall occur in accordance with the Master Deed, Association's By-Laws and/or procedures established by the Association with regard to due process.

5. Unit owners or tenants found in violation of this resolution may be assessed a fine in the amount of One Hundred Dollars (\$100.00) per month until the vent is inspected and cleaned and shall be subject to the suspension of privileges to the use of the common facilities.

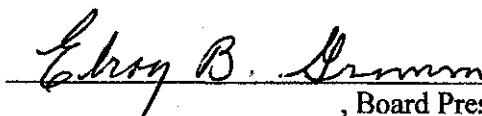
This resolution is adopted this 17 day of May, 2011, by the Board of Trustees.

ATTESTED:

**FLEMINGTON FIELDS
CONDOMINIUM ASSOCIATION, INC.**



, Board Secretary



, Board President

FLEMINGTON FIELDS CONDOMINIUM ASSOCIATION, INC.
RESOLUTION REGARDING DRYER VENT
INSPECTION AND CLEANING

Resolution Type: Policy.

Pertaining To: The inspection and cleaning of dryer vents.

Duly adopted at an open meeting of the Flemington Fields Condominium Association, Inc. held this 17 day of May, 2011.

OFFICER

VOTE:

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
<u>Erroy B. Himm</u> Trustee	✓	_____	_____	_____
<u>John Kelly</u> Trustee	✓	_____	_____	_____
<u>Rail Moody</u> Trustee	✓	_____	_____	_____
<u>Tom Madson</u> Trustee	✓	_____	_____	_____
<u>Maeira Halpern</u> Trustee	_____	_____	_____	✓

Attest:

Rail Moody
 , Secretary