



SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT

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Property Address: 439 Washington Avenue 3B Montclair, NJ 07042

Seller: La Detra Joy and Hannah White

The purpose of this Disclosure Statement is to disclose, to the best of Seller's knowledge, the condition of the Property, as of the date set forth below. The Seller is aware that he or she is under an obligation to disclose any known material defects in the Property even if not addressed in this printed form. Seller alone is the source of all information contained in this form. All prospective buyers of the Property are cautioned to carefully inspect the Property and to carefully inspect the surrounding area for any off-site conditions that may adversely affect the Property. Moreover, this Disclosure Statement is not intended to be a substitute for prospective buyer's hiring of qualified experts to inspect the Property.

If your property consists of multiple units, systems and/or features, please provide complete answers on all such units, systems and/or features even if the question is phrased in the singular, such as if a duplex has multiple furnaces, water heaters and fireplaces.

OCCUPANCY

- | Yes                                 | No                                  | Unknown                  |   |
|-------------------------------------|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | 1. Age of House, if known <u>1923</u>   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | 2. Does the Seller currently occupy this property?<br>If not, how long has it been since Seller occupied the property? _____  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 3. What year did the seller buy the property? <u>2021</u>   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 3a. Do you have in your possession the original or a copy of the deed evidencing your ownership of the property? If "yes," please attach a copy of it to this form. |

ROOF

- | Yes                      | No                                  | Unknown                             |   |
|--------------------------|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 4. Age of roof _____  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 5. Has roof been replaced or repaired since seller bought the property? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 6. Are you aware of any roof leaks?                                     |
|                          |                                     |                                     | 7. Explain any "yes" answers that you give in this section: _____       |

ATTIC, BASEMENTS AND CRAWL SPACES (Complete only if applicable)

- | Yes                      | No                                  | Unknown                  |  |
|--------------------------|-------------------------------------|--------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 8. Does the property have one or more sump pumps?  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 8a. Are there any problems with the operation of any sump pump?  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 9. Are you aware of any water leakage, accumulation or dampness within the basement or crawl spaces or any other areas within any of the structures on the property?   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 9a. Are you aware of the presence of any mold or similar natural substance within the basement or crawl spaces or any other areas within any of the structures on the property?                                |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 10. Are you aware of any repairs or other attempts to control any water or dampness problem in the basement or crawl space? If "yes," describe the location, nature and date of the repairs:<br>_____<br>_____ |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 11. Are you aware of any cracks or bulges in the basement floor or foundation walls? If "yes," specify location. _____   |



- 51   12. Are you aware of any restrictions on how the attic may be used as a result of the manner in which
- 52 the attic or roof was constructed?
- 53   13. Is the attic or house ventilated by:  a whole house fan?  an attic fan?
- 54   13a. Are you aware of any problems with the operation of such a fan?
- 55 14. In what manner is access to the attic space provided?
- 56  staircase  pull down stairs  crawl space with aid of ladder or other device
- 57  other \_\_\_\_\_
- 58 15. Explain any "yes" answers that you give in this section:
- 59 \_\_\_\_\_
- 60 \_\_\_\_\_

**TERMITES/WOOD DESTROYING INSECTS, DRY ROT, PESTS**

- | 63 | Yes                      | No                                  | Unknown |  |
|----|--------------------------|-------------------------------------|---------|--|
| 64 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |         | 16. Are you aware of any termites/wood destroying insects, dry rot, or pests affecting the property?   |
| 65 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |         | 17. Are you aware of any damage to the property caused by termites/wood destroying insects, dry rot, or pests?   |
| 66 |                          |                                     |         |  |
| 67 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |         | 18. If "yes," has work been performed to repair the damage?  |
| 68 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |         | 19. Is your property under contract by a licensed pest control company? If "yes," state the name and address of the licensed pest control company: _____ |
| 69 |                          |                                     |         | _____  |
| 70 |                          |                                     |         |  |
| 71 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |         | 20. Are you aware of any termite/pest control inspections or treatments performed on the property in the past?   |
| 72 |                          |                                     |         |  |
| 73 |                          |                                     |         | 21. Explain any "yes" answers that you give in this section:   |
| 74 |                          |                                     |         | _____  |
| 75 |                          |                                     |         | _____  |

**STRUCTURAL ITEMS**

- | 78 | Yes                      | No                                  | Unknown |  |
|----|--------------------------|-------------------------------------|---------|--|
| 79 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |         | 22. Are you aware of any movement, shifting, or other problems with walls, floors, or foundations, including any restrictions on how any space, other than the attic or roof, may be used as a result of the manner in which it was constructed? |
| 80 |                          |                                     |         |  |
| 81 |                          |                                     |         |  |
| 82 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |         | 23. Are you aware if the property or any of the structures on it have ever been damaged by fire, smoke, wind or flood?   |
| 83 |                          |                                     |         |  |
| 84 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |         | 24. Are you aware of any fire retardant plywood used in the construction?  |
| 85 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |         | 25. Are you aware of any current or past problems with driveways, walkways, patios, sinkholes, or retaining walls on the property?   |
| 86 |                          |                                     |         |  |
| 87 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |         | 26. Are you aware of any present or past efforts made to repair any problems with the items in this section?   |
| 88 |                          |                                     |         |  |
| 89 |                          |                                     |         | 27. Explain any "yes" answers that you give in this section. Please describe the location and nature of the problem.   |
| 90 |                          |                                     |         | _____  |
| 91 |                          |                                     |         | _____  |
| 92 |                          |                                     |         |  |

**ADDITIONS/REMODELS**

- | 95  | Yes                      | No                                  | Unknown                  |   |
|-----|--------------------------|-------------------------------------|--------------------------|---|
| 96  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                          | 28. Are you aware of any additions, structural changes or other alterations to the structures on the property made by any present or past owners? |
| 97  |                          |                                     |                          |   |
| 98  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 29. Were the proper building permits and approvals obtained? Explain any "yes" answers you give in this section:                                  |
| 99  |                          |                                     |                          | _____   |
| 100 |                          |                                     |                          | _____   |

**PLUMBING, WATER AND SEWAGE**

- | 104 | Yes                      | No                                  | Unknown |   |
|-----|--------------------------|-------------------------------------|---------|---|
| 105 |                          |                                     |         | 30. What is the source of your drinking water?  |
| 106 |                          |                                     |         | <input checked="" type="checkbox"/> Public <input type="checkbox"/> Community System <input type="checkbox"/> Well on Property <input type="checkbox"/> Other (explain) _____ |
| 107 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |         | 31. If your drinking water source is not public, have you performed any tests on the water? If so, when? _____  |
| 108 |                          |                                     |         | Attach a copy of or describe the results.   |
| 109 |                          |                                     |         |   |
| 110 |                          |                                     |         |   |

- 111    32. Does the wastewater from any clothes washer, dishwasher, or other appliance discharge to any
- 112 location other than the sewer, septic, or other system that services the rest of the property?
- 113   33. When was well installed? \_\_\_\_\_
- 114   Location of well? \_\_\_\_\_
- 115   34. Do you have a softener, filter, or other water purification system?  Leased  Owned
- 116 35. What is the type of sewage system?
- 117  Public Sewer  Private Sewer  Septic System  Cesspool  Other (explain): \_\_\_\_\_
- 118   36. If you answered "septic system," have you ever had the system inspected to confirm that it is a true
- 119 septic system and not a cesspool?
- 120   37. If Septic System, when was it installed? \_\_\_\_\_
- 121 Location? \_\_\_\_\_
- 122   38. When was the Septic System or Cesspool last cleaned and/or serviced? \_\_\_\_\_
- 123    39. Are you aware of any abandoned Septic Systems or Cesspools on your property?
- 124    39a. If "yes," is the closure in accordance with the municipality's ordinance? (explain):
- 125 \_\_\_\_\_
- 126   40. Are you aware of any leaks, backups, or other problems relating to any of the plumbing systems and
- 127 fixtures (including pipes, sinks, tubs and showers), or of any other water or sewage related problems?
- 128 If "yes," explain: \_\_\_\_\_
- 129 \_\_\_\_\_
- 130   41. Are you aware of any shut off, disconnected, or abandoned wells, underground water or sewage
- 131 tanks, or dry wells on the property?
- 132    42. Is either the private water or sewage system shared? If "yes," explain: \_\_\_\_\_
- 133 \_\_\_\_\_
- 134 43. Water Heater:  Electric  Fuel Oil  Gas
- 135  Age of Water Heater \_\_\_\_\_
- 136   43a. Are you aware of any problems with the water heater?
- 137 44. Explain any "yes" answers that you give in this section:
- 138 \_\_\_\_\_
- 139 \_\_\_\_\_

**HEATING AND AIR CONDITIONING**

- 141 Yes No Unknown
- 142
- 143 45. Type of Air Conditioning:
- 144  Central one zone  Central multiple zone  Wall/Window Unit  None
- 145 46. List any areas of the house that are not air conditioned:
- 146 \_\_\_\_\_
- 147  47. What is the age of Air Conditioning System? \_\_\_\_\_
- 148 48. Type of heat:  Electric  Fuel Oil  Natural Gas  Propane  Unheated  Other
- 149 49. What is the type of heating system? (for example, forced air, hot water or base board, radiator, steam
- 150 heat) **Base board**
- 151 50. If it is a centralized heating system, is it one zone or multiple zones?
- 152 \_\_\_\_\_
- 153  51. Age of furnace \_\_\_\_\_ Date of last service: \_\_\_\_\_
- 154 52. List any areas of the house that are not heated:
- 155 \_\_\_\_\_
- 156    53. Are you aware of any tanks on the property, either above or underground, used to store fuel or other
- 157 substances?
- 158   54. If tank is not in use, do you have a closure certificate?
- 159   55. Are you aware of any problems with any items in this section? If "yes," explain:
- 160 \_\_\_\_\_

**WOODBURNING STOVE OR FIREPLACE**

- 162 Yes No Unknown
- 163
- 164   56. Do you have  wood burning stove?  fireplace?  insert?  other
- 165   56a. Is it presently usable?
- 166    57. If you have a fireplace, when was the flue last cleaned? \_\_\_\_\_
- 167    57a. Was the flue cleaned by a professional or non-professional? \_\_\_\_\_
- 168    58. Have you obtained any required permits for any such item?
- 169   59. Are you aware of any problems with any of these items? If "yes," please explain: \_\_\_\_\_
- 170 \_\_\_\_\_

171 **ELECTRICAL SYSTEM**

172 Yes No Unknown

- 173 60. What type of wiring is in this structure?  Copper  Aluminum  Other  Unknown
- 174 61. What amp service does the property have?  60  100  150  200  Other  Unknown
- 175    62. Does it have 240 volt service? Which are present  Circuit Breakers,  Fuses or  Both?
- 176   63. Are you aware of any additions to the original service?

177 If "yes," were the additions done by a licensed electrician? Name and address:  
 178 \_\_\_\_\_  
 179 \_\_\_\_\_

- 180    64. If "yes," were proper building permits and approvals obtained?
- 181   65. Are you aware of any wall switches, light fixtures or electrical outlets in need of repair?
- 182 66. Explain any "yes" answers you give in this section:

183 \_\_\_\_\_  
 184 \_\_\_\_\_

186 **LAND (SOILS, DRAINAGE AND BOUNDARIES)**

187 Yes No Unknown

- 188   67. Are you aware of any fill or expansive soil on the property?
- 189   68. Are you aware of any past or present mining operations in the area in which the property is located?
- 190   69. Is the property located in a flood hazard zone?
- 191   70. Are you aware of any drainage or flood problems affecting the property?
- 192   71. Are there any areas on the property which are designated as protected wetlands?
- 193   72. Are you aware of any encroachments, utility easements, boundary line disputes, or drainage or other easements affecting the property?
- 194
- 195   73. Are there any water retention basins on the property or the adjacent properties?
- 196   74. Are you aware if any part of the property is being claimed by the State of New Jersey as land presently or formerly covered by tidal water (Riparian claim or lease grant)? Explain:

197 \_\_\_\_\_  
 198 \_\_\_\_\_  
 199 \_\_\_\_\_

- 200   75. Are you aware of any shared or common areas (for example, driveways, bridges, docks, walls, bulkheads, etc.) or maintenance agreements regarding the property?
- 201 76. Explain any "yes" answers to the preceding questions in this section:

202 \_\_\_\_\_  
 203 \_\_\_\_\_

- 204
- 205   77. Do you have a survey of the property?

207 **ENVIRONMENTAL HAZARDS**

208 Yes No Unknown

- 209   78. Have you received any written notification from any public agency or private concern informing you that the property is adversely affected, or may be adversely affected, by a condition that exists on a property in the vicinity of this property? If "yes," attach a copy of any such notice currently in your possession.
- 210
- 211
- 212   78a. Are you aware of any condition that exists on any property in the vicinity which adversely affects, or has been identified as possibly adversely affecting, the quality or safety of the air, soil, water, and/or physical structures present on this property? If "yes," explain:

213 \_\_\_\_\_  
 214 \_\_\_\_\_  
 215 \_\_\_\_\_

- 216
- 217   79. Are you aware of any underground storage tanks (UST) or toxic substances now or previously present on this property or adjacent property (structure or soil), such as polychlorinated biphenyl (PCB), solvents, hydraulic fluid, petro-chemicals, hazardous wastes, pesticides, chromium, thorium, lead or other hazardous substances in the soil? If "yes," explain:

218 \_\_\_\_\_  
 219 \_\_\_\_\_  
 220 \_\_\_\_\_

- 221
- 222
- 223   80. Are you aware if any underground storage tank has been tested?  
(Attach a copy of each test report or closure certificate if available).

- 224
- 225    81. Are you aware if the property has been tested for the presence of any other toxic substances, such as lead-based paint, urea-formaldehyde foam insulation, asbestos-containing materials, or others?  
(Attach copy of each test report if available).
- 226
- 227
- 228 82. If "yes" to any of the above, explain:

229 \_\_\_\_\_  
 230 \_\_\_\_\_  
 231 \_\_\_\_\_

- 231   82a. If "yes" to any of the above, were any actions taken to correct the problem? Explain:
- 232 \_\_\_\_\_
- 233 \_\_\_\_\_
- 234    83. Is the property in a designated Airport Safety Zone?
- 235

**DEED RESTRICTIONS, SPECIAL DESIGNATIONS, HOMEOWNERS ASSOCIATION/CONDOMINIUMS AND CO-OPS**

- 238 Yes No Unknown
- 239   84. Are you aware if the property is subject to any deed restrictions or other limitations on how it may be used due to its being situated within a designated historic district, or a protected area like the New Jersey Pinelands, or its being subject to similar legal authorities other than typical local zoning ordinances?
- 240
- 241
- 242
- 243   85. Is the property part of a condominium or other common interest ownership plan?
- 244   85a. If so, is the property subject to any covenants, conditions, or restrictions as a result of its being part of a condominium or other form of common interest ownership?
- 245
- 246   86. As the owner of the property, are you required to belong to a condominium association or homeowners association, or other similar organization or property owners?
- 247
- 248   86a. If so, what is the Association's name and telephone number?
- 249 \_\_\_\_\_ **439 Washington Ave (973) 723-3723** \_\_\_\_\_
- 250    86b. If so, are there any dues or assessments involved?
- 251 If "yes," how much? **\$189/mo** \_\_\_\_\_
- 252   87. Are you aware of any defect, damage, or problem with any common elements or common areas that materially affects the property?
- 253
- 254   88. Are you aware of any condition or claim which may result in an increase in assessments or fees?
- 255    89. Since you purchased the property, have there been any changes to the rules or by-laws of the Association that impact the property?
- 256
- 257 90. Explain any "yes" answers you give in this section:
- 258 \_\_\_\_\_
- 259 \_\_\_\_\_

**MISCELLANEOUS**

- 262 Yes No Unknown
- 263   91. Are you aware of any existing or threatened legal action affecting the property or any condominium or homeowners association to which you, as an owner, belong?
- 264
- 265   92. Are you aware of any violations of Federal, State or local laws or regulations relating to this property?
- 266   93. Are you aware of any zoning violations, encroachments on adjacent properties, non-conforming uses, or set-back violations relating to this property? If so, please state whether the condition is pre-existing non-conformance to present day zoning or a violation to zoning and/or land use laws.
- 267 \_\_\_\_\_
- 268 \_\_\_\_\_
- 269
- 270
- 271   94. Are you aware of any public improvement, condominium or homeowner association assessments against the property that remain unpaid? Are you aware of any violations of zoning, housing, building, safety or fire ordinances that remain uncorrected?
- 272
- 273
- 274    95. Are there mortgages, encumbrances or liens on this property?
- 275   95a. Are you aware of any reason, including a defect in title, that would prevent you from conveying clear title?
- 276
- 277   96. Are you aware of any material defects to the property, dwelling, or fixtures which are not disclosed elsewhere on this form? (A defect is "material," if a reasonable person would attach importance to its existence or non-existence in deciding whether or how to proceed in the transaction.)
- 278 If "yes," explain: \_\_\_\_\_
- 279 \_\_\_\_\_
- 280
- 281
- 282   97. Other than water and sewer charges, utility and cable tv fees, your local property taxes, any special assessments and any association dues or membership fees, are there any other fees that you pay on an ongoing basis with respect to this property, such as garbage collection fees?
- 283
- 284
- 285 98. Explain any other "yes" answers you give in this section:
- 286 \_\_\_\_\_
- 287 \_\_\_\_\_
- 288
- 289
- 290

291 **RADON GAS** Instructions to Owners

292 By law (N.J.S.A. 26:2D-73), a property owner who has had his or her property tested or treated for radon gas may require that information  
293 about such testing and treatment be kept confidential until the time that the owner and a buyer enter into a contract of sale, at which time  
294 a copy of the test results and evidence of any subsequent mitigation or treatment shall be provided to the buyer. The law also provides that  
295 owners may waive, in writing, this right of confidentiality. As the owner(s) of this property, do you wish to waive this right?

296 Yes No              
297              
298 (Initials) (Initials)

300 If you responded "yes," answer the following questions. If you responded "no," proceed to the next section.

301  
302 Yes No Unknown  
303    99. Are you aware if the property has been tested for radon gas? (Attach a copy of each test report if  
304 available.)  
305    100. Are you aware if the property has been treated in an effort to mitigate the presence of radon gas?  
306 (If "yes," attach a copy of any evidence of such mitigation or treatment.)  
307    101. Is radon remediation equipment now present in the property?  
308   101a. If "yes," is such equipment in good working order?

310  
311 **MAJOR APPLIANCES AND OTHER ITEMS**

312 The terms of any final contract executed by the seller shall be controlling as to what appliances or other items, if any, shall be included  
313 in the sale of the property. Which of the following items are present in the property? (For items that are not present, indicate "not  
314 applicable.")

315  
316 Yes No Unknown N/A  
317     102. Electric Garage Door Opener  
318     102a. If "yes," are they reversible? Number of Transmitters \_\_\_\_\_  
319     103. Smoke Detectors  
320  Battery  Electric  Both How many \_\_\_\_\_  
321  Carbon Monoxide Detectors How many \_\_\_\_\_  
322 Location Per town code  
323    104. With regard to the above items, are you aware that any item is not in working order?  
324 104a. If "yes," identify each item that is not in working order or defective and explain the nature  
325 of the problem: \_\_\_\_\_  
326 \_\_\_\_\_  
327  
328     105.  In-ground pool  Above-ground pool  Pool Heater  Spa/Hot Tub  
329     105a. Were proper permits and approvals obtained?  
330     105b. Are you aware of any leaks or other defects with the filter or the walls or other structural or  
331 mechanical components of the pool or spa/hot tub?  
332     105c. If an in-ground pool, are you aware of any water seeping behind the walls of the pool?  
333 106. Indicate which of the following may be included in the sale? (Indicate Y for yes N for no.)  
334  Refrigerator  
335  Range  
336  Microwave Oven  
337  Dishwasher  
338  Trash Compactor  
339  Garbage Disposal  
340  In-Ground Sprinkler System  
341  Central Vacuum System  
342  Security System  
343  Washer  
344  Dryer  
345  Intercom  
346  Other  
347    107. Of those that may be included, is each in working order?  
348 If "no," identify each item not in working order, explain the nature of the problem:  
349 \_\_\_\_\_  
350

351 **SOLAR PANEL SYSTEMS**

352 By completing this section, Seller is acknowledging that the Property is serviced by a Solar Panel System, which means a system of solar  
353 panels designed to absorb the sunlight as a source of energy for generating electricity or heating, any and all inverters, net meter, wiring,  
354 roof supports and any other equipment pertaining to the Solar Panels (collectively, the "Solar Panel System"). This information may be  
355 used, among other purposes, to prepare a Solar Panel Addendum to be affixed to and made a part of a contract of sale for the Property.

- 356
- 357 Yes No Unknown
- 358    108. When was the Solar Panel System Installed? \_\_\_\_\_
- 359    109. Are SRECs available from the Solar Panel System?
- 360    109a. If SRECs are available, when will the SRECs expire? \_\_\_\_\_
- 361    110. Is there any storage capacity on your Property for the Solar Panel System?
- 362    111. Are you aware of any defects in or damage to any component of the Solar Panel System? If yes,  
363 explain: \_\_\_\_\_

364 **112. Choose one of the following three options:**

- 365
- 366  112a. The Solar Panel System is financed under a power purchase agreement or other type of financing  
367 arrangement which requires me/us to make periodic payments to a Solar Panel System provider  
368 in order to acquire ownership of the Solar Panel System ("PPA")? If yes, proceed to **Section A**  
369 below.
- 370  112b. The Solar Panel System is the subject of a lease agreement. If yes, proceed to **Section B** below.
- 371  112c. I/we own the Solar Panel System outright. If yes, you do not have to answer any further questions.

372 **SECTION A - THE SOLAR PANEL SYSTEM IS SUBJECT TO A PPA**

- 373
- 374  113. What is the current periodic payment amount? \$ \_\_\_\_\_
- 375  114. What is the frequency of the periodic payments (check one)?  Monthly  Quarterly
- 376  115. What is the expiration date of the PPA, which is when you will become the owner of the Solar Panel  
377 System? \_\_\_\_\_ ("PPA Expiration Date")
- 378   116. Is there a balloon payment that will become due on or before the PPA Expiration Date?
- 379   117. If there is a balloon payment, what is the amount? \$ \_\_\_\_\_

380 **118. Choose one of the following three options:**

- 381
- 382  118a. Buyer will assume my/our obligations under the PPA at Closing.
- 383  118b. I/we will pay off or otherwise obtain cancellation of the PPA as of the Closing so that the Solar  
384 Panel System can be included in the sale free and clear.
- 385  118c. I/we will remove the Solar Panel System from the Property and pay off or otherwise obtain  
386 cancellation of the PPA as of the Closing.

387 **SECTION B - THE SOLAR PANEL SYSTEM IS SUBJECT TO A LEASE**

- 388
- 389  119. What is the current periodic lease payment amount? \$ \_\_\_\_\_
- 390  120. What is the frequency of the periodic lease payments (check one)?  Monthly  Quarterly
- 391  121. What is the expiration date of the lease? \_\_\_\_\_

392 **122. Choose one of the following two options:**

- 393
- 394  122a. Buyer will assume our obligations under the lease at Closing.
- 395  122b. I/we will obtain an early termination of the lease and will remove the Solar Panel System prior to  
396 Closing.

397 **SECTION C - THE SOLAR PANEL SYSTEM IS SUBJECT TO ENERGY CERTIFICATE(S)**

- 398
- 399    123. Are Solar Transition Renewable Energy Certificates ("TREC's") available from the Solar Panel  
400 System?
- 401    123a. If TREC's are available, when will the TREC's expire? \_\_\_\_\_
- 402    124. Are Solar Renewable Energy Certificates IIs ("SREC IIs") available from the Solar Panel System?
- 403    124a. If SREC IIs are available, when will the SREC IIs expire? \_\_\_\_\_

404 **LEAD PLUMBING**

- 405
- 406 Yes No Unknown
- 407    125. Are you aware of the presence of any lead plumbing, including but not limited to any service line,  
408 piping materials, fixtures, and solder. If "yes," explain: \_\_\_\_\_
- 409 \_\_\_\_\_
- 410 \_\_\_\_\_

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**WATER INTRUSION**

Yes    No    Unknown  
       

126. Are you aware of any water leakage, accumulation or dampness, the presence of mold or other similar natural substance, or repairs or other attempts to control any water or dampness problem on the property? If yes, please describe the nature of the issue and any attempts to repair or control it: \_\_\_\_\_  
\_\_\_\_\_

If yes, pursuant to New Jersey law, the **buyer** of the real property is advised to refer to the 'Mold Guidelines for New Jersey Residents' pamphlet issued by the New Jersey Department of Health ([www.njrealtor.com/mold-guidelines-pamphlet](http://www.njrealtor.com/mold-guidelines-pamphlet)) and has the right to request a physical copy of the pamphlet from the real estate broker, broker-salesperson, or salesperson.

**ACKNOWLEDGMENT OF SELLER**

The undersigned Seller affirms that the information set forth in this Disclosure Statement is accurate and complete to the best of Seller's knowledge, but is not a warranty as to the condition of the Property. Seller hereby authorizes the real estate brokerage firm representing or assisting the seller to provide this Disclosure Statement to all prospective buyers of the Property, and to other real estate agents. Seller alone is the source of all information contained in this statement. If the Seller relied upon any credible representations of another, the Seller should state the name(s) of the person(s) who made the representation(s) and describe the information that was relied upon.

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**EXECUTOR, ADMINISTRATOR, TRUSTEE**

(If applicable) The undersigned has never occupied the property and lacks the personal knowledge necessary to complete this Disclosure Statement.

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**RECEIPT AND ACKNOWLEDGMENT BY PROSPECTIVE BUYER**

The undersigned Prospective Buyer acknowledges receipt of this Disclosure Statement prior to signing a Contract of Sale pertaining to this Property. Prospective Buyer acknowledges that this Disclosure Statement is not a warranty by Seller and that it is Prospective Buyer's responsibility to satisfy himself or herself as to the condition of the Property. Prospective Buyer acknowledges that the Property may be inspected by qualified professionals, at Prospective Buyer's expense, to determine the actual condition of the Property. Prospective Buyer further acknowledges that this form is intended to provide information relating to the condition of the land, structures, major systems and amenities, if any, included in the sale. This form does not address local conditions which may affect a purchaser's use and enjoyment of the property such as noise, odors, traffic volume, etc. Prospective Buyer acknowledges that they may independently investigate such local conditions before entering into a binding contract to purchase the property. Prospective Buyer acknowledges that he or she understands that the visual inspection performed by the Seller's real estate broker/broker-salesperson/salesperson does not constitute a professional home inspection as performed by a licensed home inspector.

_____ PROSPECTIVE BUYER	_____ DATE
_____ PROSPECTIVE BUYER	_____ DATE
_____ PROSPECTIVE BUYER	_____ DATE
_____ PROSPECTIVE BUYER	_____ DATE

**ACKNOWLEDGMENT OF REAL ESTATE BROKER/BROKER-SALESPERSON/SALESPERSON**

The undersigned Seller's real estate broker/broker-salesperson/salesperson acknowledges receipt of the Property Disclosure Statement form and that the information contained in the form was provided by the Seller. The Seller's real estate broker/broker-salesperson/salesperson also confirms that he or she visually inspected the property with reasonable diligence to ascertain the accuracy of the information disclosed by the seller, prior to providing a copy of the property disclosure statement to the buyer. The Prospective Buyer's real estate broker/broker-salesperson/salesperson also acknowledges receipt of the Property Disclosure Statement form for the purpose of providing it to the Prospective Buyer.

_____ SELLER'S REAL ESTATE BROKER/ BROKER-SALESPERSON/SALESPERSON:	_____ DATE
_____ PROSPECTIVE BUYER'S REAL ESTATE BROKER/ BROKER-SALESPERSON/SALESPERSON:	_____ DATE



**Addendum to Contract of Sale for:** 439 Washington Avenue 3B Montclair, NJ 07042

The following items are to be INCLUDED in the sale:


Not applicable

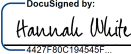
The following items are to be EXCLUDED from the sale:

Not applicable

The following items are to convey in strictly AS-IS condition:

Not applicable

Seller:  11/22/2022 | 7:49 AM PST  
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(date) (date)

Seller:  11/29/2022 | 9:50 AM PST  
DocuSigned by: Hannah White 4427F80C194545F... Buyer: \_\_\_\_\_  
(date) (date)



BY-LAWS  
OF  
THE 439 WASHINGTON AVENUE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

§1. Purpose. These By-laws are intended to govern the administration of The 439 Washington Avenue Condominium Association, Inc., a non-profit corporation organized under Title 15A of the Ne Jersey Statutes, and provide for the management, administration, utilization and maintenance of the Common Elements described in the Master Deed for Washington Court, A Condominium.

§2. Definitions. Unless the context clearly indicates otherwise, all definitions set forth in the Master Deed for Washington Court, A Condominium or in N.J.S. 46:8B-3 are incorporated herein by reference.

§3. Fiscal year. The fiscal year of the corporation shall be determined by the Board of Directors.

§4. Principal office. The principal office of the corporation is located at 439 Washington Avenue, Montclair, New Jersey 07043.

ARTICLE II

§1. Members. Every person, firm, association, corporation or other legal entity who is a record owner or co-owner of the fee simple title to any Unit shall be a Member of the Association; provided however, that any person, firm, association, corporation, or legal entity who 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 Association.

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

§3. Change of Membership. Change of Membership shall be accomplished by recording in the Essex County Register's Office a deed or other instrument establishing a record title to a Unit, and delivery to the Secretary of the Association of a certified copy of such instrument. The Membership of the prior Unit Owner shall be thereby terminated.

§4. Rights of Membership. Every person who is entitled to Membership in the Association, pursuant to the provisions of the Certificate of Incorporation and these By-laws, shall be privileged to use and enjoy the General Common Elements, subject however to the right of the Association to:

a. Promulgate Rules and Regulations governing such use and enjoyment;

b. Suspend the use and enjoyment of the General Common Elements as provided in section 5 of this Article II; and

c. Transfer all or part of the General Common Elements, other than any Building in which any Units are contained, as provided in Section 10. of Article V hereof.

§5. Suspension of rights. The Membership and voting rights of any Member may be suspended by the Board for any period during which any assessment against the Unit to which his Membership is appurtenant remains unpaid; but upon payment of such assessments, and any interest accrued thereon, whether by check or cash, his rights and privileges shall be immediately and automatically restored. Further, if Rules and Regulations governing use of the Common Elements and the conduct of persons thereon have been adopted and published, as authorized in the By-laws, the rights and privileges of any person in violation thereof may be suspended at the discretion of the Board for a period not to exceed thirty (30) days for any single violation, but if the violation is of a continuing nature, such rights and privileges may be suspended indefinitely until such time as the violation is abated. No such action shall be taken by the Board until the Unit Owners is afforded an opportunity for a hearing consistent with the principles of due process of law.

§6. Membership fees. The Board will impose upon each Unit Owner, upon acquisition of title to his Unit, a non-refundable fee for Membership in the Association in an amount of \$300.00, which fee may be used for working capital or any other lawful purpose. The payment of such fee shall be a condition precedent to Membership in the Association. Any unpaid membership fee shall be deemed a lien on the Unit in the same manner as any unpaid Common Expenses attributable to such Unit.

§7. Votes. Each Unit Owner shall be entitled to such vote(s) for each Unit to which he holds title as is provided in paragraph 6.6 of the Master Deed. When more than one person holds title, the vote(s) for each Unit shall be exercised as the co-owners among themselves determine. When one or more co-owners signs a proxy or purports to vote for his or her co-owners, such vote(s) shall be counted unless one or more of the other co-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 Association before the vote(s) is counted. If co-owners disagree as to the vote(s), the vote(s) shall be split equally among the co-owners.

§8. Proxies. Proxy ballots shall be permitted with respect to all elections of Directors, and all amendments to the Certificate of Incorporation, the Master Deed or these By-laws, or any other matter which is to come before a meeting of the Membership of the Association. All proxies shall be in writing, signed by all individual Unit Owners (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 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, not to exceed three (3) years from the date of execution. All proxies shall be substantially in the form prescribed by the Board, and if not in such form, shall be deemed invalid which determination shall be made in the sole and absolute discretion of the Board.

### ARTICLE III

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

§2. First annual meeting and regular annual meeting. All annual meetings of the Unit Owners of the Association shall be held on the day and month of the year to be established by the Board, except that the first such annual meeting shall be held not more than sixty (60) days after the Unit Owners (other than the Sponsor) own two (2) or more Units, or on such earlier date as the Sponsor in its sole discretion may elect. At the first annual meeting and each subsequent annual meeting the election of Directors shall take place. If the election of Directors shall not be held at the annual meeting or any adjournment of such meeting, the Board 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 the Directors 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. Special meetings. After the first annual or special meeting, 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 when so ordered by the Board, or upon the written request of Members representing not less than thirty-three and one-third (33 1/3%) percent of all the 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.

§4. Notice of meeting. Except as otherwise provided by law, notice of each meeting of Unit Owners, whether annual or special, shall be given not less than ten (10) days, nor more than ninety (90) 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, postage prepaid. Every such notice shall state the time and place of the meeting and shall state briefly the purpose(s) thereof. Notice of any meeting of Unit Owners shall not be required to have been sent to any Unit Owners 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.

§5. Quorum and adjourned meetings. At such meeting of the Unit Owners, persons (including Sponsor or its representatives) holding thirty-three and one-third (33 1/3%) percent of the authorized votes present in person or by proxy, shall constitute a quorum for the transaction of business except where otherwise provided by law. In the absence of a quorum, the persons holding votes present in person or by proxy and entitled to vote, may, by majority vote, adjourn the meeting from time to time, until a quorum shall be present or represented. At any such adjourned meeting at which a quorum may be present any business may be transacted which might have been transacted by the meeting originally called.

§6. Organization. At each meeting of the 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 Unit Owners present in person or represented by proxy and entitled to vote thereat, 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.

§7. Voting. Except as otherwise required by the Certificate of Incorporation, the Master Deed or any law, a quorum being present, a majority of votes present, in person or by proxy, shall be sufficient on those matters which are to be voted on by the Unit Owners. The election of Directors shall be by ballot. Unless determined by a majority of the votes of the Unit Owners present at such meeting, in person or by proxy, or determined by the chairperson of the meeting to be advisable, the vote on any other question need not be by ballot.

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

§9. Judges. If at any meeting of the Unit Owners a vote by ballot shall be taken on any question, the chairperson of such meeting shall appoint two judges to act thereat with respect to such vote. Each judge so appointed shall first subscribe an oath to faithfully execute the duties of a judge at such meeting with strict impartiality and according to the best of his ability. Such judges shall decide upon the qualifications of voters and shall report the number of voters represented at the meeting and entitled to vote on such question, 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 Directors, 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. The judges need not be Members of the Association and any officer or Director of the Association may be a judge on any question, other than a vote for or against his election to any position with the Association or any other question in which he may be directly interested.

§10. 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 of election, if appropriate.
- e. Election of directors, if appropriate.
- f. Receiving reports of officers.
- g. Receiving reports of committees.
- h. Old business.
- i. New business.
- j. Adjournment.

#### ARTICLE IV

§1. Express and implied power and duties. The property, affairs and business of the Association shall be managed by the Board of Directors, which shall have all those powers granted to it by the Certificate of Incorporation, the Master Deed, these By-laws, and by law.

§2. Number and qualifications. a.(i) Until the first annual meeting of the membership of the Association, and thereafter until their successors shall have been elected and qualified, the Board shall consist of three (3) persons designated by the Sponsor, none of whom need be Unit Owners.

(ii) Thereafter, the Board shall consist of three (3) Directors (hereinafter referred to as Directors A, B, and C). Within thirty (30) days after the Unit Owners other than Sponsor own two (2) or more Units, the President shall call and give not less than twenty (20) nor more than thirty (30) days notice of the first annual meeting of the Membership of the Association. At such first annual meeting, Unit Owners other than Sponsor shall be entitled to vote for and elect Directors A and B and Sponsor shall have the right to appoint Director C.

(iii) Thereafter, and within thirty (30) days after Unit Owners other than Sponsor own four (4) or more Units, or one (1) year from the conveyance of the first Unit, whichever occurs sooner, the President shall call and give not less than twenty (20) nor more than thirty (30) days notice of a special meeting of the Membership of the Association. At such special meeting Unit Owners other than Sponsor shall be entitled to vote for all of the Directors of the Board not theretofore elected by them, except that Sponsor shall be entitled to appoint Director C so long as Sponsor owns one or more Units and holds same for sale in



the ordinary course of business. Further, Sponsor shall have the right to relinquish control of any Directorship at any time.

b. In the case of partnership owners, Directors shall be members, agents or employees of such partnership or of the partners thereof; or, in the case of corporate owners, (including the Sponsor, during such time as Sponsor shall be an Owner of any Units), Directors shall be officers, stockholders, employees or agents of such corporation; or, in the case of fiduciary owners, Directors shall be fiduciaries or officers or employees of such fiduciaries; provided, however, that at least one of the Directors of the Board shall be a resident of the State of New Jersey.

§3. Election and term of office. a. At the first annual meeting of the Membership that is called after Unit Owners other than the Sponsor own two (2) or more Units, Directors A and B shall be elected by the Unit Owners other than the Sponsor, and Sponsor shall appoint Director C. Directors A and B shall be elected for two (2) year terms and Director C shall be appointed to serve until their successor is elected at the special meeting held after four (4) Units are owned by Unit Owners other than Sponsor, or after one (1) year from the date the first Unit is conveyed, or Sponsor's voluntary relinquishment of control of the Board, whichever occurs first.

b. Directors shall hold office until their respective successors have been duly elected and qualified, or until removed in the manner elsewhere provided. If at any meeting for election of Membership to the Board more than twice the number of candidates to be elected at such meeting are nominated, then, and in such event, there shall be two ballots for Membership. 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 most 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 most votes being elected in order to fill the vacancies on the Board. If ever applicable, candidates polling the highest votes will be considered elected for the longest period of years. Election of Directors at successive annual meetings shall be in accordance with this §3.

§4. Sponsor's protective provisions. a. So long as the Sponsor owns at least one (1) Unit and holds same for sale in the

ordinary course of business, the following shall apply and shall not amended:

(i) Neither the Association or its Board of Directors shall take any action that will impair or adversely affect the rights of the Sponsor or cause the Sponsor 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 Sponsor for capital improvements.

(ii) The Association and its Board of Directors shall continue the same level of maintenance, operation and services as provided immediately prior to the assumption of control of the Association and the Board of Directors by Unit Owners other than the Sponsor.

(iii) In furtherance of the foregoing provisions, the Sponsor shall have the right to veto any and all actions of the Association or its Board of Directors which may have any direct or indirect detrimental impact upon the Sponsor as may be determined in the sole reasonable discretion of the Sponsor.

(iv) The Sponsor shall exercise its veto right, in its sole and absolute discretion, within ten (10) days after its receipt of notice that a resolution or other action is proposed or has been taken by the Association or its Board of Directors. In such event, the Sponsor shall notify the Secretary of the Association of its exercise of its veto right and any such proposal or action shall be deemed null and void ab initio and of no further force or effect.

b. The aforementioned protective provisions shall be construed in accordance with and not in derogation of N.J.S. 46:8B-12.1 of the New Jersey Condominium Act.

§5. Removal of Members of the Board. The Sponsor appointed Director serve at the pleasure of the Sponsor and may be removed only by the Sponsor, at any time, with or without cause. While the Sponsor is in control of the Board, any one or more Unit Owner-elected Directors may be removed with or without cause at any duly held regular or special meeting of the Unit Owners by a majority of the Unit Owner votes present, provided that the notice of the meeting expressly includes this item of business on the agenda. In such event a successor(s) shall be elected by the Unit Owners other than the Sponsor in the manner set forth in Article IV, §3 herein to fill the vacancies thus created. Once the Unit Owners control the Board, any one or more Unit Owner-elected Directors may be removed with or without cause at any duly held regular or special meeting of the Unit Owners by a two-thirds (2/3) majority of the Unit Owner votes present, provided that the notice of the meeting expressly includes this item of business on the agenda. In such event, a successor(s) may then and there be appointed by a majority of the remaining

Directors to fill the vacancy thus created. Each person so appointed shall be a Director for the remainder of the term of the Director whose term he is filling and until his successor is duly elected and qualified. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting. Notwithstanding the foregoing, the Sponsor, as the Owner of Units, may not vote to remove a Unit Owner-elected Director. Moreover, the Unit Owner rights of removal shall not apply to any Director appointed by the Sponsor.

§6. Vacancies. Vacancies on the Board caused by any reason other than the removal of a Director by a vote of the Unit Owners of the Association shall be filled by a vote of a majority of the remaining Directors, including the Sponsor's appointees, at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy. Each person so elected shall be a Director for the remainder of the term of the Director whose term he is filling and until his successor shall have been duly elected and qualified. Notwithstanding the foregoing, until the first annual meeting of Unit Owners, Sponsor shall have the right to fill all vacancies on the Board by appointment. Unit Owner-elected vacancies on the Board shall only be filled with Unit Owners other than the Sponsor, whether same be appointed or elected.

§7. Meeting of the Board; notices, waiver of notice. The first annual meeting of the Board shall be held within ten (10) 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 and no notice shall be necessary. Thereafter, regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Board, but at least two meetings shall be held each year. Notice of regular meetings of the Board shall be given to each Director by telephone, mail, or telegram at least three (3) days prior to the day of the meeting. Special Meetings of the Board may be called by the President on three (3) days notice to each Director given by telephone, mail or telegram, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board 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) Directors. Any Director may, at any time, waive notice of any meeting of the Board in writing and such waiver shall be deemed equivalent to the giving of notice. Actual attendance by Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such

meeting. In the discretion of the Board, meetings of the Board or portions thereof, may be open to Members of the Association for observation or participation in such manner and to the extent the Board may deem appropriate.

§8. Quorum and adjourned meetings. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business and the votes of a majority of the Directors present and voting at a meeting at which a quorum is present shall constitute a valid decision. If at any meeting of the Board 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. The vote of a majority of those present at a Board meeting at which a quorum is present shall be necessary for valid action by the Board on any matter.

§9. Joinder in meetings by approval of minutes. The transaction of any business at any meeting of the Board however called and noticed or wherever held, shall be valid as though a meeting duly held after regular call and notice, if a quorum is present; and if either before or after the meeting, each Director signs a written waiver of notice, or 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 approval, shall be in writing and filed with the Secretary of State and made a part of the minutes of the meeting even though filed subsequent thereto.

§10. Non-waiver. All the rights, duties and privileges of the Board 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.

§11. Consent in lieu of meeting and vote. Anything to the contrary in these By-laws, the Certificate of Incorporation or the Master Deed notwithstanding, the entire Board of Directors 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, or all the Directors empowered to act, whichever the case may be, shall consent in writing to such action.

## ARTICLE V

§1. General powers and privileges. The Board shall have those 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. The powers to:

a. Do anything and everything necessary for the sound management of the Condominium, including the power 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. Said manager or said independent contractor shall be compensated upon such terms as the Board deems necessary and proper; and

b. To employ any person, firm or corporation to repair, maintain or renovate the Common Elements of the Condominium; lay pipes or culverts; to bury utilities; to put up lights or poles; to erect signs and traffic and safety controls of various sorts on said Common Elements; and

c. 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; and

d. To employ or contract for water and sewer, electricity and gas or other forms of utilities, cable or master antenna television; and

e. To employ all managerial personnel necessary, or enter into a managerial contract for the efficient discharge of the duties of the board hereunder; and

f. To adopt, amend, and publish Rules and Regulations covering the details of the operation and use of the Common Elements including but not limited to pet controls; and

g. Secure full performance by Unit Owners or occupants of all items of maintenance for which they are responsible; and

h. Set minimum standards for floor coverings installed by all Unit Owners in Buildings, with the exception of Sponsor; and

i. 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; and

j. Establish and enforce Rules and Regulations for parking by, and the assignment of parking spaces to, Unit Owner, subject to the provisions of the Master Deed, Certificate of Incorporation and these By-laws; and

k. Arrange for security protection as necessary; and

l. Enforce obligations of the Unit Owners including the right to bring or defend lawsuits to enforce the Rules and Regulations and the terms, conditions and restrictions contained in the Master Deed, and these By-laws; and

m. Borrow and repay monies, giving notes, mortgages or other security upon such term or terms as it deems necessary; and

n. 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; and

o. Transfer and obtain easements, licenses, leases and other property rights with respect to contiguous lands; and

p. Purchase or lease or otherwise acquire in the name of the Association or its designees, corporate or otherwise, on behalf of all Unit Owners within the Condominium, units offered for sale or lease or surrendered by their owners to the Board; and

q. Purchase Units within the Condominium at foreclosure or other judicial sales in the name of the Association or its designees, corporate or otherwise, on behalf of all Unit Owners; and

r. Sell, lease, mortgage (but not vote the votes appurtenant thereto) or otherwise deal with Units acquired by the Association, and sublease any such Units leased by the Association or its designees, on behalf of all Unit Owners; and

s. Bring and defend actions by or against more than one Unit Owner which are pertinent to the operation of the Condominium, the health, safety or general welfare of the Unit Owners, or any other legal action to which the Unit Owners may consent in accordance with these By-laws; and

t. Appoint an insurance trustee, who shall not be a Member of the Association, an employee of the Sponsor, or the manager, who shall discharge his duties in accordance with these By-laws. In the absence of such an appointment, the Board shall be responsible for the disposition of all insurance proceeds; and

u. Create, appoint members to and disband such committees as shall from time to time be deemed appropriate or necessary to aid the Board in the discharge of its duties, functions and powers.

§2. Duties and responsibilities. It shall be the affirmative and perpetual obligation and duty of the Board to perform the following:

a. Cause the General and Limited Common Elements to be maintained according to standards and as set forth in the Master Deed, including, but not limited to such maintenance, painting, replacement and repair work as may be necessary, lawn maintenance and clearing of snow from roadways and walkways as the board may deem appropriate. All repairs and replacements shall be

substantially similar to the original application and installation and shall be of first class quality; and

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 and operate the Common Elements. Compensation for the services of such employees (as evidenced by certified payroll) shall be considered an operating expense of the Association; and

c. 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 by Members entitled to cast at least twenty-five (25%) percent of the total votes of the Association; and

d. Allocate common surplus or make repairs, additions, improvements to, or restoration of the Common Elements 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; and

e. Take such action as may be necessary to comply promptly with any and all orders or requirements affecting the premises maintained by the Association placed thereon by any federal, state, county or municipal authority having jurisdiction thereover, and order of the Board of Fire Underwriters or other similar bodies; and

f. (i) Place and keep in force all insurance coverages required to be maintained by the Association, applicable to its property and Members including, but not limited to:

(A) Physical Damage Insurance. 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 all improvements existing on the property, together with all service machinery appurtenant thereto, and covering the interest of the Association, the Board, the Sponsor, and all Unit Owners and Institutional Lenders as their respective interests may appear, in an amount equal to the full replacement value of such improvements (exclusive of foundations and footings), without deduction for depreciation. Each policy shall contain a standard mortgage clause in favor of each Institutional Lender, which shall provide that the loss, if any, thereunder, shall be payable to each Institutional Lender as its interest may appear, subject to the loss payment provisions set forth in paragraph 6.16 of the Master Deed. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board shall obtain a qualified appraisal of the full replacement value of the Units and Common Elements and the improvements located thereon, without deduction for depreciation, for the purposes of determining the amount of fire

insurance to be effected pursuant to this subparagraph. The amount of any deductible shall be determined by the Board, in its sole discretion.

(B) Public Liability Insurance. To the extent obtainable, public liability insurance for personal injury and death from accidents occurring within the Common Elements (and any other areas which the Board 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 within 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 may, from time to time, determine, covering each member of the Board, 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 following the first annual meeting, such public liability insurance shall be in a single limit of \$1,000,000 covering all claims for personal injury or property damage arising out of any one occurrence. The Board shall review such limits once a year.

(C) Directors' and Officers' Liability Insurance. Liability insurance indemnifying the directors and officers of the 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, with any deductible amount to be in the sole discretion of the Board.

(D) Workers' Compensation Insurance. Workers' compensation and New Jersey disability benefits insurance as required by law.

(E) Water Damage and Flood Insurance. Water damage legal liability insurance, as well as flood insurance.

(F) Other insurance. Such other insurance as the Board may determine.

(ii) All policies shall: (A) provide that adjustment of loss shall be made by the Board of Directors with the approval of the insurance trustee, if any, and that the net proceeds thereof, if \$10,000.00 or less shall be payable to the Board, and if more than \$10,000.00 shall be payable to the insurance trustee if any and, if none, to the Board; (B) require that the proceeds of physical damage insurance be applied to the restoration of such Common Elements and structural portions and service machinery as is required by the Master Deed and these By-laws; (C) 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 (D) 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 Institutional Lenders.



(iii) Any insurance maintained by the Board may provide for such deductible amount as the Board may determine.

(iv) Unit Owners shall not be prohibited from carrying insurance for their own benefit provided that all such policies shall contain waivers of subrogation; and further provided that the liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owners.

(v) The premiums for all insurance and fidelity bonds carried by the Association shall be a Common Expense and shall be borne by the Unit Owners in proportion to their respective obligations to pay Common Expenses.

g. To manage the fiscal affairs of the Association as hereinafter provided in Article VI.

h. To establish a covenants committee as hereinafter provided in Article IX.

## ARTICLE VI

§1. Common Expense Assessments. The Board shall have the duty to collect from each Unit Owner, his, her, or their heirs, administrators, successors and assigns, as "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, these By-laws, and in accordance with applicable law.

§2. Determination of Common Expenses. The amount of monies for Common Expenses deemed necessary by the Board 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.

§3. Disbursements. The Board 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, Certificate of Incorporation, and applicable law.

§4. Depositories. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board and in which the monies of the 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, provided that a management agreement may include among its provisions authority for a manager to sign checks on behalf of the Association, if the proper fidelity bond is furnished to the Association.

§5. Accounts. A. The receipts and expenditures of the 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 shall deem appropriate, all of which expenditures shall be Common Expenses:

(i) 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 Membership as the Board shall determine.

(ii) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(iii) Reserve for replacement, which shall include funds for repair or replacement of the Common Elements and those portions of the improvements located on the property which the Association is obligated to maintain or repair which is required because of damage, depreciation or obsolescence. The amounts in this account shall be allocated among each of the separate categories of replacement items.

(iv) Reserves for capital improvements, which shall include the funds to be used for capital expenditures or for acquisition of personal property that will be part of the Common Elements.

(v) Operations, which shall include all funds from the use of the Common Elements or 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 year during the one in which the surplus is realized, or at the discretion of the Board, in the year following the one in which the surplus is realized. Losses from operations or otherwise shall be met by special assessments against Unit Owners, which assessments may be made in advance in order to provide a working fund.

b. The Board shall not be required to physically segregate the funds held in the above accounts but may, in its sole discretion, maintain the funds in one or more consolidated accounts. As to each consolidated account, the division into the various accounts set forth above need to be made only on the Association's records.

§6. The Board shall not be obligated to expend all of the reserves collected in any accounting period, and must maintain

reasonable reserves for, among other things, repairs, replacements, emergencies, contingencies of bad weather or uncollected accounts. Notwithstanding anything herein to the contrary, the Board in its determination of the Common Expenses and the preparation of a budget shall specifically designate and identify that portion of the Common Expenses which is to be assessed against the Unit Owners as a capital contribution and is allocable to serves for each separate item of capital improvement of and to said property. 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 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. Sponsor, Mortgage Holder liability for assessments. Anything to the contrary herein notwithstanding, neither Sponsor nor any Institutional Lender for any Unit shall be required to pay any assessment for capital improvements, whether by way of Common Expense or Special Assessments or otherwise. Further, this provision may not be amended without the written consent of the Sponsor and that of every Institutional Lender. Notwithstanding the foregoing, both the Sponsor and Institutional Lenders shall be responsible for the installments of regular Common Expense Assessments, or portions thereof, attributable to Units for which they hold title during the time title is held. This includes that portion of same attributable to normal reserves for repair and replacement.

§8. Notice; presumed budget increase; emergencies. The Board shall give notice to each Unit Owner, in writing, and to any Institutional Lender who requests same, of the amount estimated by the Board for Common Expenses for the management and operation of the Association for the next ensuing budget period, directed to the Unit Owner at his last known address by ordinary mail, or by hand delivery. Said notice shall be conclusively presumed to have been delivered five (5) days after deposit in the United States mails. If an annual Common Expense Assessments is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior year's Assessment, increased by ten (10%) percent; and monthly installments on such Assessment shall be due upon each installment payment date until changed by an amended Assessment. In the event the annual Common Expense Assessment proves to be insufficient, the budget and Assessments may be amended at anytime by the Board, provided that nothing

herein shall serve to prohibit or prevent the Board from imposing a lump sum Assessment in the case of any immediate need or emergency which cannot be met by reserve funds earmarked for such contingency.

§9. Default, late payment; acceleration of installments, late charges; interest; counsel fees. A. If a Unit Owner shall be in default in the payment of an installment upon a Common Expense Assessment, the Board may accelerate the remaining installments of the Assessment and file a lien for such accelerated amount upon notice to the Unit Owner, and if the delinquent installment has not been theretofore paid, the then unpaid balance of the Common Expense Assessment shall become due upon the date stated in the notice, which date shall not be less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur. If such notice is given and default shall continue for a period of thirty (30) days then the Board shall be required to accelerate the remaining installments of the Assessment upon similar notice to the Unit Owner, and to file a lien for such accelerated Assessment as permitted by law if the delinquent Assessment has not been heretofore paid. In such latter event, the Board may also notify any Institutional Lender holding a mortgage which encumbers the Unit affected by such default or publish appropriate notice of such delinquency to the Membership of the Association. If said default continues for a period of 90 days then the Board shall foreclose the foregoing lien pursuant to law and/or commence a suit against the appropriate parties to collect said Assessment.

B. The Board at its option shall have the right in connection with the collection of any Common Expense Assessment, or other charge, to impose a late charge of any reasonable amount and/or interest at the legal maximum rate permitted by law for the payment of delinquent real estate taxes, if such payment is made after a date certain stated in such notice. In the event that the Board shall effectuate collection of said Assessments or charges by resort to counsel, and/or the filing of a lien, the Board may add to the aforesaid Assessments or charges a sum or sums of twenty (20%) percent of the gross amount due as counsel fees, plus the reasonable costs of preparation, filing and discharge of the lien, in addition to such other costs as may be allowable by law.

§10. Actions by or against association; assessment of expenses and allocation of awards. A. In the case of any action or proceeding brought or defended by the Association or the Board pursuant to the provision of these By-laws, the reasonable costs

and expenses of preparation and litigation, including counsel fees, shall be a Common Expense allocated to all Unit Owners.

B. Money judgments recovered by the 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 Expense Assessments, 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 at the discretion of the Board be treated either as (i) a common surplus which shall be allocated and distributed pursuant to the provisions of paragraph 6.6 of the Master Deed or (ii) a set off against the Common Expense Assessments generally. Notwithstanding the foregoing, if a Unit Owner(s), the Board 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 percentage of common interest, in that event the matter shall be submitted to binding arbitration to be decided in accordance with the procedures set forth in Article XV hereof.

c. All Common Expense Assessments received and to be received by the Board, for the purpose of paying any judgment obtained against the Association or the Board 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 Association or the Board, then in addition to any other sums to which said 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 as Common Expense Assessments for litigation expenses in relation to said action or proceeding.

§11. Power of attorney to Institutional Lender. In the event the Board shall not cause the enforcement procedures provided in §10 above to be implemented within the time provided, any Institutional Lender 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 Association. This power of attorney is expressly stipulated to be coupled with an interest in the subject matter.

§12. Annual audit. The Board shall submit the books, records and memoranda of the 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 and in summary form to the Unit Owners and such Institutional Lenders or other persons, firms or corporations as may be entitled to same.

§13. Examination of books. Each Unit Owner shall be permitted to examine the books of account of the Board by appointment at a reasonable time on business days; provided, however, that the Treasurer has been given at least 10 days prior written notice of the Unit Owner's desire to make such examination.

§14. Fidelity bonds. Fidelity bonds shall be required by the Board from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Board. The premium on such bonds shall be paid by the Association.

#### ARTICLE VII

§1. Designation. The principal officers of the Association shall be a President, a Vice-President, both of whom shall be members of the Board, and a Secretary-Treasurer. The Board 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.

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

§3. Removal of officers. Upon an affirmative vote of a majority of the full number of Directors, 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, or at any special meeting of the Board called for such purpose.

§4. Duties and responsibilities of officers.

a. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of President of an Association.

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 shall appoint some other Director to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him.

c. The Secretary-Treasurer shall keep the minutes of all meetings of the Board and the minutes of the Members of the Association; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of the Secretary.

d. The Secretary-Treasurer shall also have the responsibility for the custody of Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be authorized by the Board.

§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.

§6. Eligibility of directors. Nothing herein contained shall prohibit a Director from being an officer.

#### ARTICLE VIII

§1. Compensation. No compensation shall be paid to the President or Vice-President or any Director, or committee member for acting as such officer or Director. The Secretary-Treasurer may be compensated for their services if the Board determines that such compensation is appropriate. Nothing herein stated shall prevent any officer or Director, or committee member from being reimbursed for out-of-pocket expenses or compensated for services rendered in any other capacity to or for the Association, provided, however, that any such expenses incurred or services rendered shall have been authorized in advance by the Board.

§2. Indemnification. Each Director, officer or committee member of the Association, shall be indemnified by the 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 Director, officer, or committee member of the association, or delegee, 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 Association is advised by counsel that the person to be indemnified had not been guilty of gross negligence or willful misconduct.

§3. Exculpation. Unless acting in bad faith, neither the Board as a body nor any Director, 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, officers and committee members of the Association, in the execution of the duties and powers of said Directors, officers and committee members. Nothing contained herein shall be construed so as to exculpate Members of the Board of Directors appointed by the Sponsor from discharging their fiduciary responsibilities.

#### ARTICLE IX

§1. Purpose. The Board may establish a Covenants Committee, consisting of three Members appointed by the Board, each to serve for a term of one year, in order to assure that the Condominium shall always be maintained in a manner:

- a. providing for visual harmony and soundness of repair;
- b. avoiding activities deleterious to the aesthetic or property values of the condominium;
- c. furthering the comfort of the Unit Owners, their guests, invitees and lesses, and
- d. promoting the general welfare and safety of the Condominium community.

§2. Powers. The Covenants Committee shall regulate the external design, appearance, use and maintenance of the Common Elements in accordance with standards and guidelines contained in the Master Deed or these By-laws or otherwise adopted by the Board. The Covenants Committee shall have the power to issue a cease and desist order to a Unit Owner, his guests, invitees, or lessees whose actions are inconsistent with the provisions of the Condominium Act, the Master Deed, the By-laws, the Rules and Regulations or Resolutions of the Board (upon petition of any Unit Owner or upon its own motion). The Covenants Committee shall from time to time, as required, provide interpretations of the Master Deed, Certificate of Incorporation and By-laws, Rules and Regulations and Resolutions pursuant to the intents, provisions and qualifications thereof when requested to do so by



a Unit Owner or the Board. Any action, ruling or decision of the Covenants Committee may be appealed to the Board by any party deemed by the Board to have standing as an aggrieved party and vote of a majority of the full authorized Membership of the Board may modify or reverse any such action, ruling or decision.

§3. Authority. The Covenants Committee shall have such additional duties, power and authority as the Board may from time to time provide by Resolution including the right to impose fines pursuant to §2 of Article XI hereof. The Board 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 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. Notwithstanding the foregoing, no action may be taken by the Covenants Committee without giving the Unit Owner(s) involved at least ten (10) days prior written notice and affording him the opportunity to be heard, with or without counsel, and the right to cross examine witnesses, with respect to the violation(s) asserted.

#### ARTICLE X

Whenever, in the judgment of the Board, the Common Elements require improvements costing in excess of \$10,000.00, said improvements shall not be made unless they have been approved by a majority of votes entitled to be cast by those present in person or by proxy at a meeting of the Unit Owners at which a quorum is present. When said approval has been obtained, all Unit Owners benefiting from same shall be assessed for the cost thereof as a Common Expense. In the event of any emergency which could cause damage to any Building or part(s) thereof, the Board may expend sums in excess of \$5,000.00 to protect the said Building or part(s) and the judgment of the Board shall be final.

#### ARTICLE XI

§1. Enforcement. The Board shall have the power, at its sole option, to enforce the terms of this instrument or any Rule or Regulation promulgated 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 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, summary or otherwise, before any court, as may be provided by law.

§2. Fines. The Board shall also have the power to levy fines against any Unit Owner(s) for violation(s) of any Rule or Regulation of the Association or for any covenants or restrictions contained in the Master Deed or By-laws, except that no fine may be levied for more than \$25.00 for any one violation; provided, however, that for each day a violation continues after notice it shall be considered a separate violation. Collection of the fines may be enforced against any Unit Owner(s) involved as if the fine were a Common Expense owed by the particular Unit Owner(s). Notwithstanding the foregoing, before any fine is imposed by the Board, the Unit Owner involved shall be given at least ten (10) prior written notice and afforded an opportunity to be heard, with or without counsel, with respect to the violations(s) asserted.

§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.

#### ARTICLE XII

Subject to the restrictions in §4 of Article IV hereof and §7 of Article VI hereof, these By-laws, or any of them, may be altered or repealed, or new By-laws may be made, at any meeting of the 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% 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 (including replacements in case of vacancies) may not be enlarged or removed, (iii) the obligation of the proportionate responsibility for the payment of Common Expenses with respect to Units or the Common Elements may not be changed by reason of any such new By-law, amendment or repeal, or (iv) no such new By-law, amendment or repeal shall in any way affect the Sponsor, including any successor of the Sponsor, unless the Sponsor, or its successor, has given its prior written consent thereto.

#### ARTICLE XIII

§1. Conflict. Anything to the contrary herein notwithstanding, 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.

§2. Invalidity. The invalidity of any part of these By-laws shall not impair or affect in any manner the enforceability or affect the validity of the remaining provisions of the By-laws.

#### ARTICLE XIV

Any notice required to be sent to any Unit Owner under the provisions of the Master Deed or Certificate of Incorporation or these By-laws shall be deemed to have been properly sent and notice thereby given, when mailed, by regular post with postage prepaid, addressed to the Unit Owner at the last known post office address of the person who appears as a member on the records of the Association at the time of such mailing. Notice to one of two or more co-owners of a Unit shall constitute notice to all co-owners. It shall be the obligation of every Unit Owner to immediately notify the Secretary of the Association in writing of any change of address. Valid notice may also be given to Unit Owners by (i) personal delivery to any occupant of said Unit over 14 years of age or (ii) by affixing said notice to or sliding same under the front door of any Unit.

#### ARTICLE XV


Any arbitration provided for in these By-laws shall be conducted before one arbitrator in Essex County, New Jersey, by the American Arbitration Association, in accordance with its rules then obtaining and 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 XVI

The Association shall have a seal in circular form having within its circumference the words "The 439 Washington Avenue Condominium Association, Inc."

EXHIBIT D

PREPARED BY

  
NESTOR L. OLESNYCKY  
Attorney-at-Law of  
New Jersey

CERTIFICATE OF INCORPORATION  
OF  
439 WASHINGTON AVENUE CONDOMINIUM ASSOCIATION, INC.

In compliance with the requirements of Title 15A of the New Jersey Statutes and Section 528 of the Internal Revenue Code, the undersigned natural person of age eighteen or older executes the following Certificate of Incorporation:

ARTICLE 1. NAME

The name of the corporation is 439 Washington Avenue Condominium Association, Inc., called "the Association" in this Certificate of Incorporation.

ARTICLE 2. PURPOSE AND POWERS OF THE  
ASSOCIATION

2.01. This Association is formed to provide maintenance, preservation, and control of the common elements within the condominium property named Washington Court, A Condominium. This condominium is described in Exhibit A of the Master Deed about to be recorded in the Essex County Register's Office. This Master Deed is incorporated here as if set forth in full.

2.02. This Association does not contemplate pecuniary gain or profit for its members. The Association intends to have and exercise all powers, rights, and privileges of a corporation organized under the New Jersey Nonprofit Corporation Act. Title 15A of the New Jersey Statutes.

2.03. This Association intends to engage in the following financial activities: (1) fixing and levying charges or assessments pursuant to the terms of the Master Deed and the By-laws of the Association; (2) collecting and enforcing payment of these charges or assessments by any lawful means; and (3) paying all expenses of conducting business of the Association, including office costs, licenses, taxes, or governmental charges levied against the property of the Association.

2.04. The Association intends to acquire real and personal property by gift, purchase, or otherwise. The Association intends to own, hold, improve, build on, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise, and dispose of this property in the course of conducting the affairs of the Association.

2.05. The Association intends to borrow money, and to mortgage, pledge, deed in trust, or hypothocate any or all of its real or personal property as security for money borrowed or debts incurred.

2.06. The Board and Members of the Association shall conduct the business of the Association in such manner that the Association will qualify and be considered an organization exempt from federal income taxes pursuant to Internal Revenue Code Section 528 and any applicable state statutes.

2.07. The Board shall cause to be timely filed an annual election for tax-exempt status as may be required under federal or state law, and shall undertake to cause the Association to comply with the statutes, rules and regulations that have been or shall be adopted by federal and state agencies pertaining to such exemptions.

#### ARTICLE 3. MEMBERSHIP

3.01. Ownership of a unit shall be the sole qualification for membership. Every person or entity who is a record owner of a fee interest in any unit that is subject to the Master Deed described in Paragraph 2.01 shall be a member of the Association if this person or entity qualifies in accordance with the By-laws. Every member is subject to assessment by the Association. The foregoing is not intended to include persons or entities who hold an interest in a unit merely as security for the performance of an obligation.

#### ARTICLE 4. REGISTERED AGENT

4.01. The address of the corporation's initial registered office is 2040 Millburn Avenue, Maplewood, Essex

County, New Jersey, and the name of the registered agent at that address is Robert S. Field, Esq.

ARTICLE 5. BOARD OF TRUSTEES

5.01. The affairs of this Association shall be managed by a Board of Trustees.

5.02. The initial Board of Trustees shall be composed of three persons who need not be members of the Association. The names and addresses of the initial Board of Trustees are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Diane Oliveira	40 North Hillside Avenue Livingston, New Jersey 07039
Manuel Oliveira	40 North Hillside Avenue Livingston, New Jersey 07039
Robert S. Field	2040 Millburn Avenue Maplewood, New Jersey 07040

5.03 After the organization meeting, the Board of Trustees shall consist of three members. In accordance with the By-laws, the number of Trustees may be changed and a greater number of Trustees may be fixed by the Board.

5.04. The method of electing the trustees will be set forth in the By-laws.

ARTICLE 6. DURATION

6.01. The corporation shall exist perpetually.

ARTICLE 7. DISTRIBUTION OF ASSETS ON  
DISSOLUTION

7.01. In the event of dissolution all property owned by this nonprofit corporation shall be distributed to or owned by all of the Unit Owners as Tenants in Common. Each Unit Owner will have an undivided percentage interest in the property equal to the Unit Owner's proportionate share of the Common Elements owned prior to dissolution.

ARTICLE 8. INCORPORATOR

8.01. The incorporator of this nonprofit corporation is Nestor L. Olesnycky, whose address is 2040 Millburn Avenue, Maplewood, New Jersey 07040.

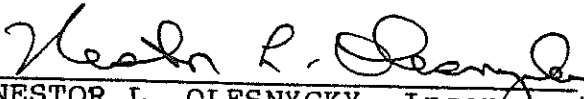
ARTICLE 9. EFFECTIVE DATE

9.01. The effective date of this certificate of incorporation is August 15, 1987.

ARTICLE 10. AMENDMENTS

Amendment of these Articles shall require the assent of two-thirds of the members.

IN WITNESS WHEREOF, the undersigned, as the incorporator of the corporation named above has signed this Certificate of Incorporation on August 7, 1987.

  
NESTOR L. OLESNYCKY, Incorporator



ACKNOWLEDGEMENT

STATE OF NEW JERSEY)

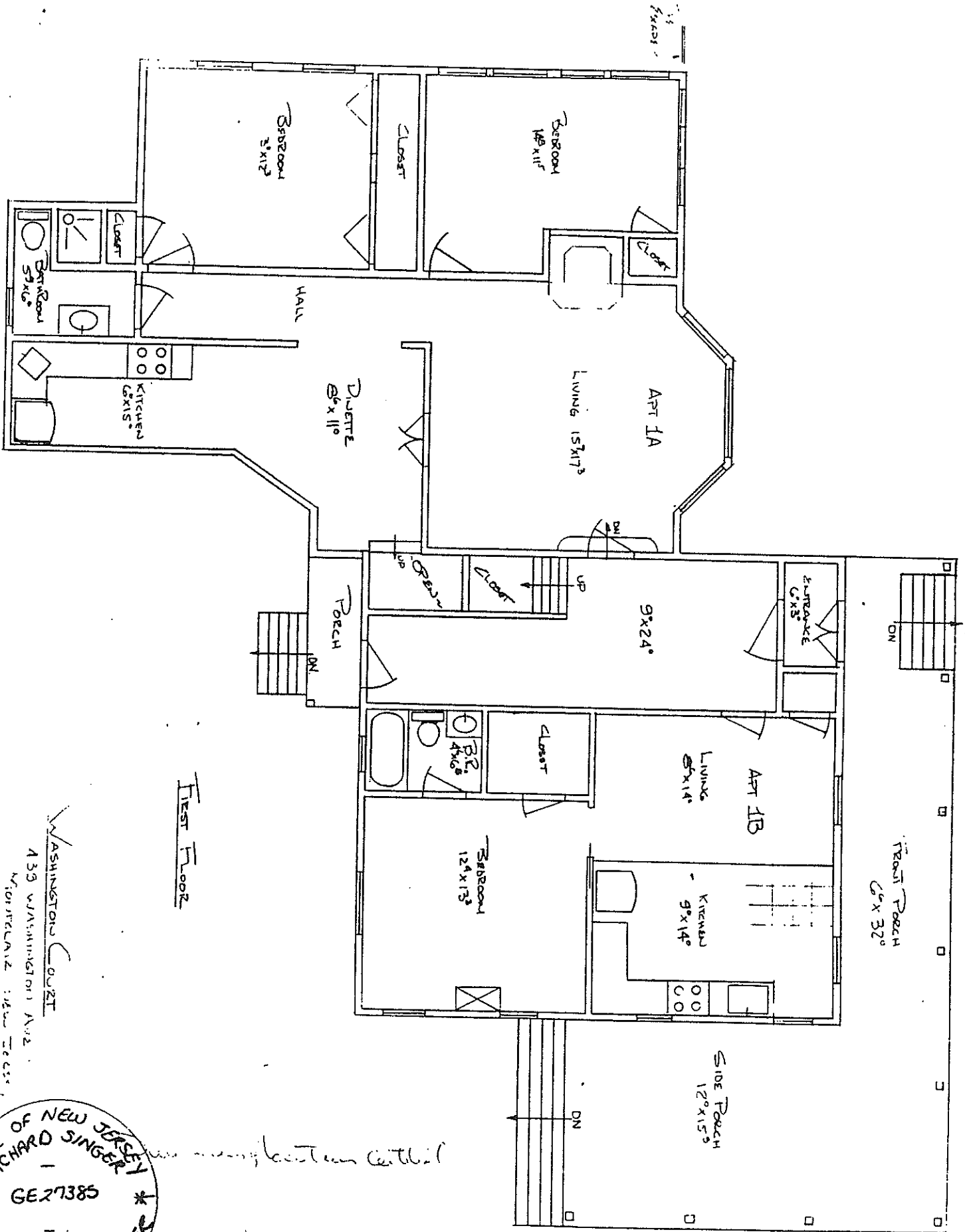
  : S.S.  
COUNTY OF ESSEX            )

I, CHRISTINE BUNALSKI, a Notary Public, certify that on August 7, 1987, personally appeared before me NESTOR L. OLESNYCKY, who declared, after being first duly sworn, that he is an incorporator of the corporation, that he executed the foregoing document in that capacity, and that the statements contained in that document are true.

IN WITNESS WHEREOF, I have signed and set my seal below on August 7, 1987.

Christine Bunalski

**CHRISTINE BUNALSKI**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 1990



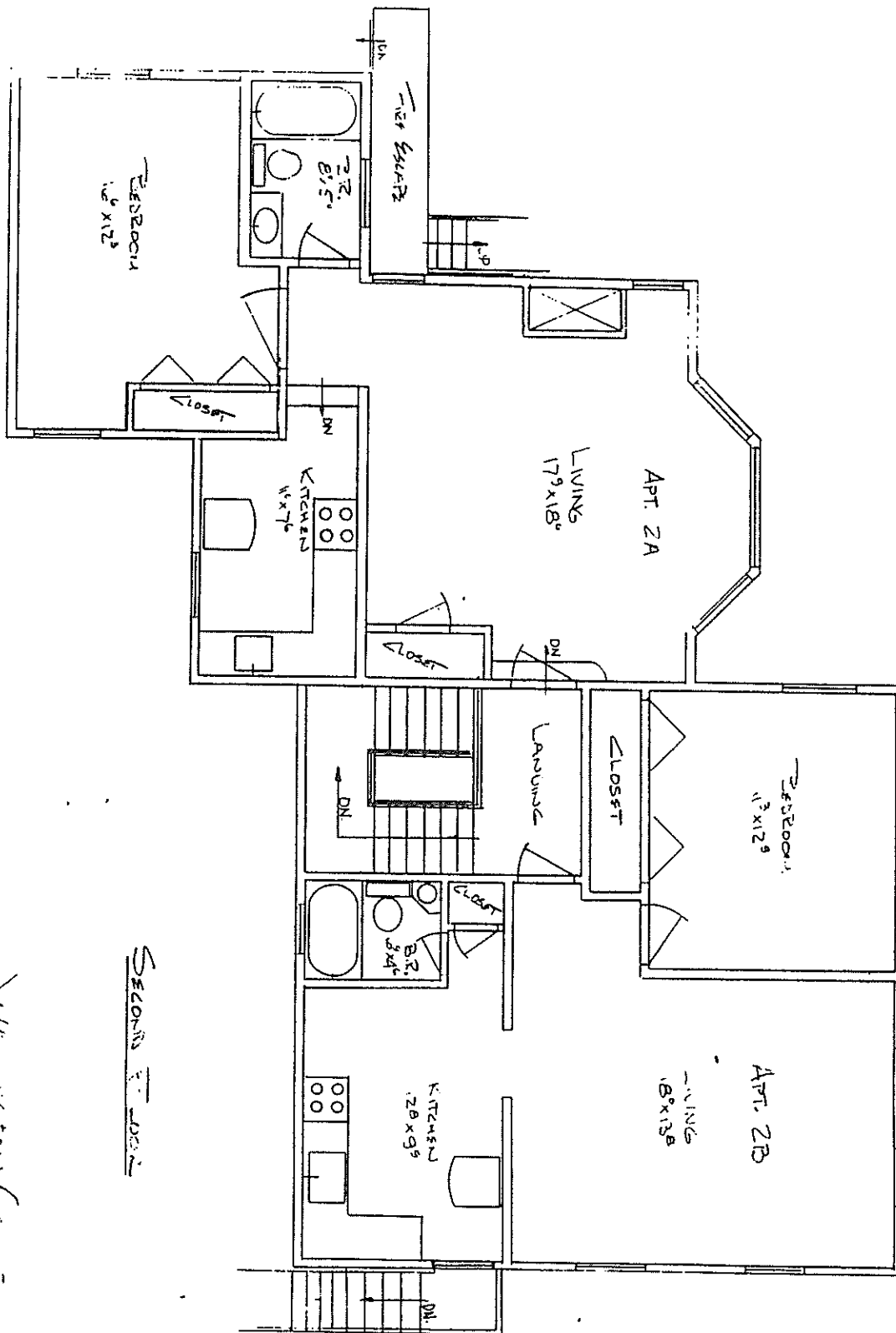
First Floor

WASHINGTON COURT  
 433 WASHINGTON AVE.  
 WASHINGTON, D.C.

STATE OF NEW JERSEY  
 RICHARD SINGER  
 GE27385  
 LICENSED PROFESSIONAL ENGINEER

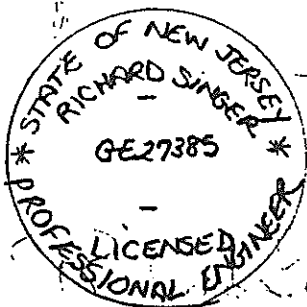
See accompanying central

7/11



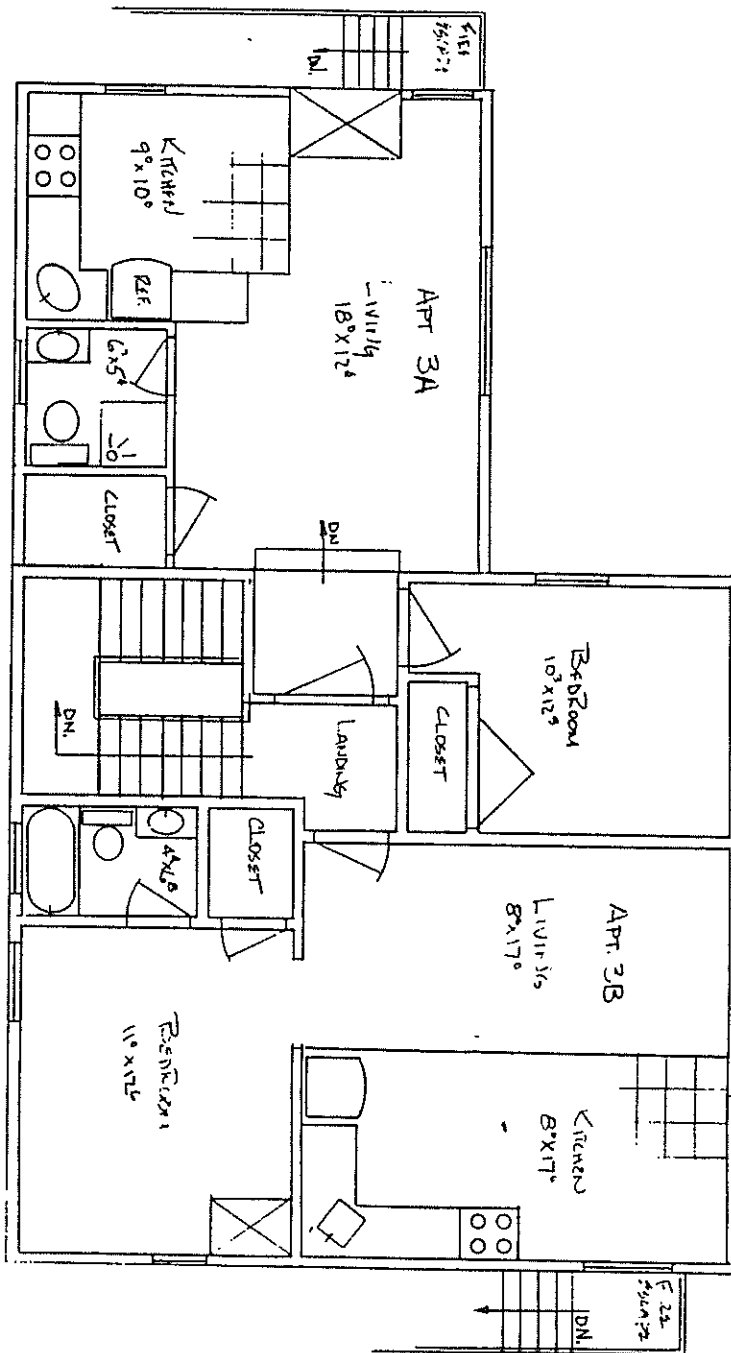
SECOND FLOOR

W.A. SINGER & CO. INC.  
429 WASHINGTON ST.  
HARRISON, N.J.



Division of Construction  
City of

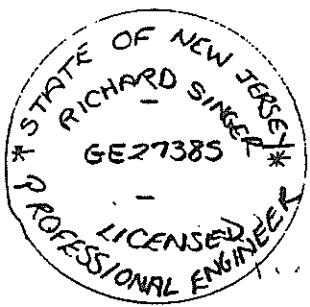
City of



THIRD FLOOR

WASHINGTON COURT

439 WASHINGTON COURT  
MONTCLAIR, NEW JERSEY



Dimensions of locations  
Certified

Richard Singer  
1/1/10

EXHIBIT F

1. Unit 1A consists of 981 square feet  
Unit 1B consists of 540 square feet  
Unit 2A consists of 731 square feet  
Unit 2B consists of 743 square feet  
Unit 3A consists of 480 square feet  
Unit 3B consists of 540 square feet

2. The units are numbered and identified as 1A, 1B, 2A, 2B, 3A and 3B. All A's are to the East: All B's are to the West.

3. The common areas include a porch that wraps from the front door around the western side of the building, as well as a small back porch. The entry foyer is floored with imported ceramic tile. The central staircase is carpeted. There is a basement with a washer and dryer. All individual gas meters are located there. The house also has a common gas meter and electric meter. There is visitor parking.

This building is a three story frame building covered with aluminum siding. The building is registered with the New Jersey Historic Preservation Section as it was built in 1764. This registry restricts the amount of exterior changes permitted. It has two units on each floor.

4. Heating in all of the units is by gas fired base board hot water units located within each unit and each with its own thermostat. The stoves are also gas. Each unit has its own gas meter.

Each unit has its own electric hot water heater, its own panel box, and its own electric meter.

Air conditioning is not supplied but the electrical system will bear the load if the owner chooses to install his own unit.

The kitchens have wood cabinets, formica countertops, stainless steel sinks, gas stoves, and refrigerators. All kitchen floors are of imported ceramic tile.

All baths have ceramic tile floors. The walls encircling the bathtubs in the units with tubs are also tiled. The units with showers only, 1A and 3A have fully tiled shower stalls. All tub enclosures and stall showers have doors in place of curtains.

All units have Philadelphia stain master carpetting throughout the untiled areas.

Parking spaces will be reserved as limited common areas for the individual purchasers or lessees of the units. There are enough spaces available to have each unit use one and there will be additional space available for visitor parking which will be part of the general common area.

#### Natural and Man-made Forces

The property is in a 100 year flood zone, for which there is effective insurance. The brook at the rear of the property beyond the stockade fence usually is dry. In severe weather it does have some water running in it.

EXHIBIT G

DESIGNATION OF PERCENTAGE  
OWNERSHIP OF UNITS IN COMMON ELEMENTS  
AND COMMON EXPENSE ALLOCATIONS

Unit 1A	-	24.43%
Unit 1B	-	13.45%
Unit 2A	-	18.21%
Unit 2B	-	18.51%
Unit 3A	-	11.95%
Unit 3B	-	13.45%