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HUESTON MCNULTY, P.C.

Samuel J. McNulty, Esq.

Attorney ID: 031761989

256 Columbia Turnpike

Suite 207

Florham Park, New Jersey 07932

(973) 377-0200

Attorneys for Defendant, Society Hill at Piscataway Condominium Association, Inc.

KEVIN WINE, on behalf of himself and all other similarly situated,

Plaintiff(s),

vs.

SOCIETY HILL AT PISCATAWAY CONDOMINIUM ASSOCIATION, INC., BOARD OF TRUSTEES OF SOCIETY HILL AT PISCATAWAY CONDOMINIUM ASSOCIATION, INC., JOHN DOES 1-10, AND ABC CORPS. 1-10,

Defendants.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION-GENERAL
EQUITY PART
MIDDLESEX COUNTY

DOCKET NO.: MID-C-000204-25

Civil Action

**NOTICE OF MOTION SEEKING TO
CONFIRM THE NOVEMBER 2025
ELECTION OF SOCIETY HILL AT
PISCATAWAY CONDOMINIUM
ASSOCIATION, INC. PURSUANT TO
N.J.S.A. 15A:5-23**

To: Kevin Wine

345 Lancaster Ct.

Piscataway, New Jersey 08854

(201) 401-6129

Pro Se Plaintiff

PLEASE TAKE NOTICE THAT on **Friday, January 23, 2026**, or as soon thereafter as the undersigned may be heard, the undersigned, attorneys for the defendant, Society Hill at Piscataway Condominium Association, Inc., will move before the Superior Court of New Jersey, Chancery Division, General Equity Part, Middlesex County, located at 56 Paterson Street, New Brunswick, New Jersey for an Order seeking to confirm the November 2025,

election of Society Hill at Piscataway Condominium Association, Inc. pursuant to N.J.S.A. 15A:5-23.

PLEASE TAKE FURTHER NOTICE that the defendant will rely upon the annexed Certification. A proposed Form of Order is submitted herewith.

PLEASE TAKE FURTHER NOTICE that oral argument is not requested unless timely opposition is filed. There is no discovery end date, arbitration date or trial date set in this matter.

HUESTON MCNULTY, P.C.

Attorneys for Defendant,
Society Hill at Piscataway
Condominium Association, Inc.

Samuel J. McNulty

BY: _____

SAMUEL J. MCNULTY, ESQ.

Dated: January 8, 2026

PROOF OF SERVICE

We hereby certify that the original of the herein motion is being filed along with the accompanying documents with the Motion Clerk of Middlesex County, and that copies have been served on the Pro Se Plaintiff:

Kevin Wine
345 Lancaster Ct.
Piscataway, New Jersey 08854
(201) 401-6129
Pro Se Plaintiff

HUESTON MCNULTY, P.C.
Attorneys for Defendant,
Society Hill at Piscataway
Condominium Association, Inc.

Samuel J. McNulty
BY: _____
SAMUEAL J. MCNULTY, ESQ.

Dated: January 8, 2026

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HUESTON MCNULTY, P.C.**

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Defendants.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION-GENERAL
EQUITY PART
MIDDLESEX COUNTY

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PROPOSED ORDER

THIS MATTER, having been opened to the Court by **HUESTON MCNULTY, P.C.**, attorneys for defendant, Society Hill at Piscataway Condominium Association, Inc., for an Order to confirm the November 2025, election of Society Hill at Piscataway Condominium Association, Inc. pursuant to N.J.S.A. 15A:5-23, and the Court having considered the moving papers and the opposition thereto and for good cause shown;

IT IS on this _____ day of _____, 2026;

ORDERED that defendant's motion is hereby granted; and it is further

ORDERED that this Order shall be considered served upon all parties upon being posted to the New Jersey Judiciary's electronic filing system.

J.S.C.

Opposed

Unopposed

10565

HUESTON MCNULTY, P.C.

Samuel J. McNulty, Esq.

Attorney ID: 031761989

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KEVIN WINE, on behalf of himself and all other similarly situated,

Plaintiff(s),

vs.

SOCIETY HILL AT PISCATAWAY CONDOMINIUM ASSOCIATION, INC., BOARD OF TRUSTEES OF SOCIETY HILL AT PISCATAWAY CONDOMINIUM ASSOCIATION, INC., JOHN DOES 1-10, AND ABC CORPS. 1-10,

Defendants.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION-GENERAL
EQUITY PART
MIDDLESEX COUNTY

DOCKET NO.: MID-C-000204-25

Civil Action

MATTHEW PHILLIPS, of full age hereby certified in lieu of more formal oath as follows:

1. I am an adult individual and currently serve as President of the defendant, Society Hill at Piscataway Condominium Association, Inc. (the "Association"). I have personal knowledge relating to the conduct of the board election in November 2025 and do submit this certification based upon my own knowledge and belief in opposition to the request by plaintiff for injunctive relief and in support of the defendants' motion to confirm the election.

2. The Association is a residential community located in Piscataway, New Jersey. The Association is governed by a recorded Master Deed and Declaration of Restrictive and Protective Covenants. See Exhibit A.

3. The Association is subject to Bylaws and the five amendments to the Bylaws. See Exhibit B.

4. In 2025 the Association was professionally managed by First Services Residential. In 2025 the Association employed Susan Radom, Esq. as general corporate legal counsel.

5. On March 19, 2024, the Bylaws were amended to provide at Section 3.09 "Quorum" that absentee ballots may establish quorum; and that if a quorum of the members is not present at the first meeting (a majority of the total votes in good standing) called for Board elections that the meeting may be adjourned with a reduction of the quorum to 40% of the total votes in good standing. Subsequent adjourned meetings reduce the quorum to 33%. See Exhibit C.

6. Prior to the 2025 Board Election, the Association, in reliance upon general legal counsel, established a procedure whereby members could opt in to receive official communications electronically and could opt-in to vote electronically in Board Elections. See Exhibit D, Opt-In Form. See also the February 12, 2025, email from Susan Radom, Esq. See Exhibit E.

7. For the 2025 Board election, those owners opting in to electronic voting (approximately 140 members) could participate in

that fashion. At its April 22, 2025, Board Meeting, the Board retained a third-party company (Simply Voting, Inc.) to conduct the electronic voting and to tabulate the ballots at the 2025 Election. For those members who did not opt-in and sign an opt-in form, they would receive paper notices by mail and ballots. See Exhibit F Minutes (Relevant Sections).

8. In or about September 9, 2025, the Association sent a communication out to the members and otherwise announced at meetings a "Call for Election Inspectors" seeking disinterested members of the Association to serve in the role as inspectors for the Board Election. See Exhibit G. The inspectors would verify and certify the validity of proxies and ballots, monitor the process for impartiality and fairness and were required to sign an Election Inspector Certification Form, confirming their role and decisions. See Exhibit H "Certification Form" for Inspectors.

9. For the 2025 Board Election, Sue Salguero, Ann Rutsky, Teresa Douglas, Lissette Romero, Mary Thomas, Patricia Mincarelli and Liz Tome served as Election Inspectors. Further, at the Election Meetings, representatives of First Services Residential and our general legal counsel were present or present via Zoom.

10. On July 17, 2025, a "Call for Nominations" for the Board Election was sent to the members. See Exhibit I.

11. On August 19, 2025, the notice of the Annual Election Meeting was mailed to the members setting September 16, 2025, for the meeting date. See Exhibit J. This notice advised that there

would be three seats elected, two for a three-year term and one for a two-year term. Further, the notice advised that a Candidate's Night would be held on August 27, 2025. The notice instructed the members to mail in their ballots by 11 a.m. on September 16, 2025, and provided a copy of the ballot.

12. Subsequent notices were provided in writing to the members and electronically for those who opted in reminding of the election and providing instructions. See Exhibit K.

13. The Association did not achieve quorum on September 16, 2025, nor did it achieve quorum on the adjourned meeting date of October 21, 2025. This is typical for the Association and has occurred in other election years. The meeting held on November 5, 2025, with the reduced quorum amount achieved quorum.

14. On November 6, 2025, the Association announced that Mohiuddin Syed, Mark Kelsey and Vincent Marchitto had been elected, with Mr. Syed and Mr. Kelsey receiving three-year terms and Mr. Marchitto receiving a two-year term. Additionally, the Association announced that the slate of officers included my election as President, Mr. Syed as Vice-President, Mr. Kelsey as Treasurer, Ms. Mona Wan as Secretary and the plaintiff Kevin Wine, Anthony Blanco and Vincent Marchitto as Trustees. See Exhibit L.

15. On November 5, 2025, Brian Lack of Simply Voting, Inc. provided to the Association the election results based upon the tally conducted publicly by his company. He stated "The following election results are certified by Simply Voting to have been

securely processed and accurately tabulated by our independently managed service." He provided the sub total of electronic and paper ballots. See Exhibit M.

16. I note that despite the allegations of Mr. Wine, none of the candidates from the 2025 election have communicated with the Board protesting the election. Further, it is only Mr. Wine who is prosecuting the action. Moreover, I was present on the night of the November 5, 2025, election. Mr. Wine appeared on that evening after the published time for the meeting and after the independent service commenced the public tabulation of ballots. The question of whether his ballot or the proxies that he wished to cast were referred to the Election Inspectors. The Association's general legal counsel, Susan Radom, Esq. was present via Zoom. Ms. Radom stated that it was up to the Election Inspectors based upon the circumstances whether to accept the late ballots. The Election Inspectors determined that Mr. Wine was seeking to cast ballots after the time permitted and that the ballot tabulation process had commenced. They advised that the ballots would not be counted.

17. Mr. Wine admits in his papers that the ballot and proxies that he sought to cast on November 5, 2025, would not have affected the outcome of the election. His argument is only that if counted, that the terms of the elected Board members would have been altered.

18. I should note to the court that Mr. Wine at one point in time was a sitting board member and the paid community manager for the Association. The Board opted to bring in professional management. Since that time, Mr. Wine has been a constant critic of the Board, however it was constituted. He has commenced suit against the Association in the past and maintains a website www.savethehill.org that includes his opinions and information on the Association. On November 2, 2025, at 11:24 p.m. Mr. Wine posted this, **"You can still vote in person at the meeting, but I recently discovered that if you want to do this, make sure you are at the clubhouse BEFORE 7PM on Wednesday. 6:30 PM would be safest. It sounds like they will close the in-person voting just prior to 7 PM."**

19. Notwithstanding his instructions to others that they must appear prior to 7 p.m. in order to cast ballots, Mr. Wine did not appear until after that time on November 5, 2025. He does not provide an explanation as to why he was late, however, as outlined his votes would not have affected the outcome of the election.

20. I state to the court that the relief that Mr. Wine seeks would be a significant disruption to the business affairs of the Association and would require that the Association incur significant expense to hold another election. Further, as we have had old Board members leave and new Board members join the Board as of November 5, it would be disruptive as to the actions which have been taken by the Board, or which will need to be taken in

the time period between the proposed new election. I also see that Mr. Wine is asking for relief that has little to do with the issues of the November 5 election and seems instead to be punitive in nature to his fellow board members. For example, he is requesting in essence the removal of board members who were not candidates in 2025. This is contrary to the procedures for removal set forth in our governing documents and contrary to my understanding of what the statute and regulations require. I ask that the court reject the requested relief from Mr. Wine. Further, I ask that the court grant the Association's motion to confirm the election.

I hereby certify the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signed by:

3051FD24B05E40D...
MATTHEW PHILLIPS

Dated: January 8, 2026

MASTER DEED AND DECLARATION OF
RESTRICTIVE AND PROTECTIVE COVENANTS
OF SOCIETY HILL AT PISCATAWAY CONDOMINIUM

This Deed, made this 11 day of October, 1985 by K. Hovnanian at Piscataway, Inc. a corporation of the State of New Jersey, with its principal office at 10 Highway 35, in the Township of Middletown, County of Monmouth, and State of New Jersey, hereinafter referred to as "Sponsor".

Whereas, Sponsor is the owner of the fee simple title to those lands and premises described in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof; and

Whereas, it is the present intention of the Sponsor to construct, in stages, a condominium consisting of 545 units by October, 1986, pursuant to the provisions of the New Jersey Condominium Act, N.J.S.A. 46:8B-1 et seq. (The Condominium Act) under the name of Society Hill at Piscataway Condominium and,

Whereas, the Sponsor at this time intends to establish the condominium as a Five Hundred Forty-Five (545) unit condominium reserving the right, but not the duty, to add additional sections, buildings, and units to the condominium and to those ends to cause this Master Deed to be executed and recorded, together with all necessary exhibits thereto.

THEREFORE, WITNESSETH:

1.00 Establishment of Condominium. Sponsor, does hereby make, declare and publish its intention and desire to submit, and does hereby submit, the lands and premises owned by it in the Township of Piscataway, County of Middlesex and State of New Jersey, being more particularly described, on Exhibit "C" and Exhibit "D" as "Society Hill at Piscataway" to the form of ownership known and designated as condominium as provided by and in accordance with the New Jersey Condominium Act (N.J.S.A. 46:8B-1 et. seq.) for the specific purpose of creating and establishing Society Hill at Piscataway Condominium (the "Condominium") and for the further purpose of defining the plan of unit ownership and imposing thereon certain restrictive and protective covenants for the benefit of said Condominium, subject to Sponsor's rights to amend as set forth in paragraph 11.

2.00 Definitions. For the purpose hereof, the following terms shall have the following meanings unless the context in which same is utilized clearly indicates otherwise:

2.01 "Articles of Incorporation" shall mean the Articles of Incorporation of the Association together with all future amendments or supplements thereto.

2.02 "Association" shall mean the Condominium Association, a New Jersey non-profit corporation, formed to administer, manage and operate the common affairs of the Unit Owners of the Condominium and to maintain, repair and replace the Common Elements of the Condominium as provided in this Master Deed and the By Laws.

2.03 "Board" shall mean the Board of Trustees of the Association and any reference herein or in the Articles of Incorporation, Bylaws or Rules and Regulations to any power, duty, right of approval or any other right of the Association shall be deemed to refer to the Board and not the Membership of the Association, unless the context expressly indicates to the contrary.

2.04 "Building" shall mean each of the enclosed structures containing Units.

Prepared by:

(signed)

DONALD R. DAINES, ESQ.

Attorney at Law, State of New Jersey

2.05 "Bylaws" shall mean the Bylaws of the Association a copy of which document is attached hereto and made a part here of as Exhibit "D", together with all future amendments or supplements thereto.

2.06 "Common Elements" shall include both General Common Elements and Limited Common Elements, and shall have the same meaning as "Common Elements" under N.J.S.A. 46:8B-3(d), except as same may be modified by the provisions of Paragraph 5.05 hereof, or the specific definitions set forth herein.

2.07 "Common Expenses" sometimes referred to herein as "Common Charges" shall, subject to the provisions of Paragraph 5 hereof and the specific definitions set forth herein, mean all those expenses anticipated by N.J.S.A. 46:8B-3(e), in addition to all expenses incurred by the Association, or its respective directors, officers, agents or employees, in the lawful performance of their respective duties or powers.

2.08 "Condominium" shall mean (i) all the lands and premises described in Exhibit "C" and "D"; (ii) all improvements now or hereinafter constructed in, upon, over or through such lands and premises, whether or not shown on any Exhibit hereto; and (iii) all rights, roads, waters, privileges and appurtenances thereto belonging or appertaining; and (iv) the entire entity created by the execution and recording of this Master Deed; and (v) any and all lands, premises, roads, interests, improvements, privileges which shall be added to the condominium from or on the premises described in Exhibit "A" and "B".

2.09 "Condominium Act" shall mean the provisions of N.J.S.A. 46:8B-1 et seq., and all applicable amendments and supplements thereto.

2.10 "General Common Elements" shall mean those Common Elements shown which are for the use or benefit of all of the Unit Owners, as more specifically described in Paragraph 3.02 of this Master Deed.

2.11 "Mortgagee" shall mean any bank, mortgage banker, trust company, insurance company, savings and loan association, governmental agency, or other financial institution or pension fund, which is the record owner of a first mortgage loan which encumbers any Unit.

2.12 "Lease" shall mean any agreement for the leasing or rental of any Unit of the Condominium, including any sublease.

2.13 "Limited Common Elements" shall have the same meaning as "Limited Common Elements" under N.J.S.A. 46:8B-3(k), except as same may be modified by the provisions of Paragraph 5 hereof or by the specific definitions set forth herein.

2.14 "Master Deed" shall mean this instrument together with all future amendments or supplements hereto.

2.15 "Permitted First Mortgage" shall mean and refer to any first mortgage lien encumbering a Unit which is held by a bank, mortgage banker, trust company, insurance company, savings and loan association, pension fund, governmental agency, or other financial institution, or which is a purchase money mortgage held by the Sponsor or by the Seller of a Unit.

2.16 "Property" shall mean the Complex, the land and premises described in Exhibit "C" and "D" and all improvements now or hereafter constructed in, upon, over or through such land and premises and all land or premises described in Exhibit "A" and "B" which may be added to the condominium and property by duly recorded amendments of this Master Deed.

2.17 "Rules and Regulations" shall mean the Rules and Regulations of the Association, together with all future amendments or supplements thereto. The Association shall not be required to record any amendments or supplements of the Rules and Regulations.

2.18 "Sponsor" shall mean and refer to K. Hovnanian at Piscataway, Inc., a New Jersey corporation, its successors and assigns, (excluding other Unit Owners). Sponsor shall also mean and include the term "developer".

2.19 "Unit" shall mean a part of the Condominium designated and intended for independent ownership and use, all as more specifically described in Paragraph 3 hereof and as shown on Exhibits "B", "D" and "E" and on the floor plans Exhibits G-1 through G-9, respectively attached hereto and made a part hereof. The term shall not be deemed to include any part of the General Common Elements or Limited Common Elements situated within or appurtenant to a Unit.

2.20 "Unit Owner(s)" shall mean those persons or entities in whom record fee simple title to any unit is vested as shown in the records of the Clerk of Middlesex County, New Jersey, including the Sponsor unless the context expressly indicates otherwise, but notwithstanding any applicable theory of mortgage, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title to any such Unit pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure, nor shall the term "Unit Owner" refer to any lessee or tenant of a Unit Owner.

Unless the context clearly indicates otherwise, all definitions set forth in N.J.S.A. 46:8B-3 are incorporated herein by reference and the definitions set forth above shall be used in conjunction therewith.

3.00 General Description of Condominium. The Sponsor has under construction on the parcel of land and premises described aforesaid, a project known and designated as the Society Hill at Piscataway Condominium according to the survey of the premises described and the plans attached hereto as Exhibits "D" and "G", respectively. The said plans contain the dimensions of the several units at floor level, the elevation of all floors and ceilings from United States Coast and Geodetic Survey datum, and the location and dimensions of the perimeter walls of each unit with reference to established geographical points. The said project consists of multifamily dwelling buildings which will be substantially in accord with the floor plans attached as Exhibit "G", that such construction may be progressive and that those buildings which are not completed at the time of the recording of this instrument, shall be deemed in all respects, when completed to be subject to the provisions of this instrument.

The Sponsor, in order to implement the condominium plan of ownership for the above described property, improvements and prospective improvements, covenants and agrees that it hereby subdivides the above described realty and all of the improvements erected and to be erected thereon into the following fee simple estates:

3.01 Description of Units. 1. Five Hundred Forty-Five (545) separate parcels of real property, being the dwelling units, hereinafter more particularly described and as shown on Exhibits "G" and "D". Exhibit "G" contains six pages and describes the room layouts of the several units at floor level.

Each of the said dwelling units consists of (a) the volumes or cubicles of space enclosed by the unfinished inner surfaces of perimeter and interior walls, ceilings and floors therein, including vents, doors, windows and other structural elements that ordinarily are regarded as enclosures of space, and (b) all interior dividing walls and partitions (including the space occupied by such walls or partitions) except load bearing interior walls and partitions and (c) all windows and doors, including the glass contained therein, and (d) the decorated inner surfaces of said perimeter and interior walls (including decorated inner surfaces of all interior load bearing walls), floors and ceilings, consisting of wallpaper, paint, carpeting, tiles and all other finishing materials affixed or installed as a part of the physical structure of the unit and all immediately visible fixtures, mechanical systems, and equipment installed, and for the sole and exclusive use of the unit, commencing at the point of disconnection from the structural body of the dwelling building and from the utility lines, pipes and systems serving the dwelling unit. No pipes, wires, conduits or other public utility lines or installations constituting a part of the overall systems designed for the service of any particular unit or multiunit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the buildings, shall be deemed to be a part of any dwelling unit. The words "dwelling unit," when used throughout this instrument, shall be deemed to refer to each of the aforesaid dwelling units as herein described.

3.02 General Common Elements. A separate fee simple estate in the remaining portion of the lands and premises hereinabove described with all improvements constructed and to be constructed thereon, including all appurtenances thereto, which said remaining portions shall be hereinafter known and referred to as "common elements." More specifically, "general" common elements shall include, but not be limited to, the following:

(a) The parcel of land described in Exhibit "C" and "D", including the space actually occupied by the above.

(b) The multi-unit dwelling buildings described above including the space within each of said buildings not otherwise herein defined as being embraced within the dwelling units, and including the foundations, roofs, floors, ceilings, perimeter walls, load bearing interior walls and partitions, slabs, stairways, entrance and existing communication ways, pipes, wires, conduits, air ducts and public utility lines, including the space actually occupied by the above.

(c) All of the roads, walkways, paths, trees, shrubs, yards, gardens, etc., located or to be located on the aforesaid parcel of land.

(d) All other elements of the buildings constructed or to be constructed on the aforesaid parcel of land, rationally of common use or necessary to their existence, upkeep and safety and, in general, all other devices or installations existing for common use.

(e) The general common elements shall not include any of the dwelling units as hereinabove described and as shown on the attached Exhibits "D" and "G", notwithstanding that the multi-unit dwelling buildings in which said dwelling units shall be located may not have been constructed at the time of the recording of this instrument, it being the intention of the Sponsor that the interest in the general common elements appurtenant to each unit, as said interest shall be hereinafter defined, shall not include any interest whatsoever in any of the other units and the space within them, whether or not the buildings within which said units are or shall be located, are constructed or yet to be constructed at the time of the recording of this instrument.

3.03 Undivided Interest. For the purposes of this instrument, the ownership of each dwelling unit shall conclusively be deemed to include the respective undivided interest as specified and established hereinafter, in the common elements and each unit together with its appurtenant undivided interest in the common elements as defined and hereinafter referred to as "unit" or "dwelling unit." It is the intention of the Sponsor hereby to provide that the general common elements in the Condominium shall be owned by the owner or owners of each dwelling unit under the condominium form of ownership, the undivided interest of each unit therein being as set forth hereinafter. For the purpose of further clarifying the stated intent and purpose of the Sponsor, the aforesaid property will be owned under the condominium concept when the title to the aforesaid lands and all of the improvements constructed and to be constructed thereon are held or acquired by two (2) or more persons in any manner whereby each

person is vested of (1) the fee simple ownership of one or more of the dwelling units, and (2) an undivided interest in the correlative general common elements, all pursuant to the provisions of this Master Deed, the Condominium Act and the restrictions, covenants, limitations and conditions herein set forth.

3.04 Limited Common Elements. Portions of the common elements are hereby set aside and reserved for the restricted use of the respective dwelling units to the exclusion of the other units and such portions shall be known and referred to herein as "limited common elements." The limited common elements restricted to the use of the respective units are shown graphically in Exhibit "G". Each unit owner shall be responsible for maintaining, at their individual cost and expense, all areas designated as limited common elements other than any assigned parking space. However, structural modification and maintenance of the structural components of all limited common elements shall be the responsibility of the Association. In particular, each unit owner shall be responsible for any improvements or maintenance in and to patios, porches or balconies including any glass, glass doors, screens or screen doors, none of which shall be the responsibility for maintenance by the Association. All limited common elements, however, shall comply with all governmental rules and regulations, as well as all rules and regulations of the Association as provided herein or as provided in the Bylaws of the Association.

3.05 Percentage of Interest. The individual dwelling units hereby established and which shall be individually conveyed, the building number and type, the limited common elements restricted to the use of one or more individual units and the percentage of interest of each unit in the general and limited common elements are attached hereto as Exhibit "E".

3.06 No Conveyance of Undivided Interest. The above respective undivided interest in the common elements hereby established and to be conveyed with the respective units may be amended by the Sponsor as is set forth in paragraph 11. The Sponsor, its successors and assigns and Grantees, covenant and agree that the undivided interest in the common elements and the fee simple title to the respective units conveyed therewith shall not be separately conveyed, transferred, alienated or encumbered, and each of the said undivided interest shall be deemed to be conveyed, transferred, alienated or encumbered with its respective unit notwithstanding the description in the instrument of conveyance, transfer, alienation or encumbrances may refer only to the fee simple title to the dwelling unit. The Sponsor, its successors and assigns, and the Grantees, further covenant and agree that any conveyance, transfer or alienation of any unit shall conclusively be deemed to include all of the interest of the owner or owners in the Condominium and any encumbrance upon any unit also shall be conclusively deemed to attach to all of the interest of the owner or owners of said dwelling in the Condominium.

3.07 Garden Plots. The Association may designate certain areas of the Common Elements which are to be used as garden plots which may be assigned, leased or rented to Members of the Association for the purpose of growing fruits and/or herbs and/or vegetables and/or flowers for the use or consumption of that individual Member. The Board of Trustees shall designate such area (or areas) by posting in the recreation building a map showing such areas. The Board of Trustees may create a Gardening Committee whose purpose will be to supervise the activities of Members in connection with the garden plots. Members may not sell the produce grown in these plots. The Committee may divide the garden area (or areas) into distinct plots of approximately eight foot dimension and may assign individuals plots to particular Members. The Committee shall establish rules and regulations governing the assignment, use, gardening, and related activities in connection with these garden areas. Such rules and regulations are subject to the approval of the Board of Trustees.

4.00 The Administering Association. The Condominium shall be administered, supervised and managed by Society Hill at Piscataway Condominium Association, Inc. hereinafter called the "Association", a non profit corporation of the State of New Jersey, presently having its principal office at 10 Highway 35, Red Bank, New Jersey, which shall act by and on behalf of the owners of the units in the Condominium, in accordance with this instrument, the Bylaws of the Association annexed hereto as Exhibit "F" and in accordance with the Condominium Act, its supplements and amendments. The aforesaid Bylaws form an integral part of the plan of ownership herein described and this instrument shall be construed in conjunction with the provisions of said Bylaws. Pursuant to the requirements of the Condominium Act, the aforesaid Association is hereby designated as the form of administration of the Condominium and the said Association is hereby vested with the rights, powers, privileges and duties necessary to and incidental to the proper administration of the Condominium, the same being more particularly set forth in the Bylaws of the Association attached hereto. The said Association shall also be empowered to exercise any of the rights, powers, privileges or duties which may, from time to time, be established by law or which may be delegated the owners or co-owners of units in the Condominium. Nothing contained herein to the contrary, either in this Master Deed or in the Bylaws shall serve to exculpate members of the Board of Trustees of the Association appointed by the Sponsor from their fiduciary responsibility.

Anything to the contrary herein, or in the Bylaws of the Association, the percentage of interest of each dwelling unit appertaining to the common expenses, common receipts, common surplus, shall be as set forth in Article 13 of the Bylaws of the Association. The Sponsor reserves the right, for so long as it shall remain the owner of any of the aforesaid units, to change the price or value of such units. However, no change in the price or value of any of the aforesaid units shall change or otherwise affect the percentage of interest of any of the said units in the general and limited common elements within the Condominium or in the percentage of ownership in the Association as set forth in Article 13 of the Bylaws. Each Unit shall be entitled to one vote.

5.00 Declaration of Restrictive and Protective Covenants and Agreements and Easements Grants. To further implement this plan of ownership, to make feasible the ownership and sale of units in the Condominium, to preserve the character of the community and to make possible the fulfillment of the purpose of cooperative living intended, the Sponsor, its successors and assigns, by reason of this declaration, and all future owners of units in the Condominium by their acquisition of title thereto, covenant and agree as follows:

5.01 Ownership of Common Elements. That the common elements shall be owned in common by all of the owners of dwelling units and none other. The common elements shall remain undivided and no unit owner shall bring any action for partition or division of the whole or any part thereof except as otherwise provided by law or in Article 6, Section 2 of the Bylaws of the Association.

5.02 Ownership and Conveyance of Condominium Units. That each unit shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, devised, inherited, transferred or encumbered along with its allocated percentage in the common elements, in the same manner as any other parcel of real property, independently of all other units, subject to the provisions of this instrument, the Bylaws of the Association and the Condominium

Act. No part of any unit shall be conveyed, devised, inherited, transferred or encumbered apart from the whole of said unit and its correlative percentage in the common elements. All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual units and not to the Condominium as a whole.

5.03 Occupancy of Units. That each unit shall be occupied, within the limitations set forth herein, and used by the respective owners only as a private residential dwelling for the owners, his family, lessees and social guests and for no other purpose.

5.04 Easements and Encroachments. That in the event that any portion of the common elements encroaches upon any unit, or vice versa, or in the event that any portion of one unit, encroaches upon another unit, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. In the event that any one or more of the dwelling buildings is partially or totally destroyed and is then rebuilt in substantially the same location, and as a result of such rebuilding any portion of the common elements encroaches upon the units, or vice versa, or any of the units encroach upon another unit, a valid easement for such encroachment and for the maintenance thereof, so long as it stands, shall and does exist.

5.05 Location of Condominium Units. That in interpreting any and all provisions of this instrument, the exhibits attached hereto, or subsequent deeds and mortgages to individual units, the actual location of the unit shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered notwithstanding any minor deviations, either horizontally or vertically, from the proposed locations as indicated on Exhibits "C" and "D" annexed hereto. To the extent that such minor variations in location do or shall exist, a valid easement therefor and for the maintenance thereof does and shall exist. This covenant is necessary by reason of the fact that the Condominium is to be constituted, and this plan of ownership applicable thereto will be implemented, prior to the completion of construction of some of the buildings as shown on the proposed location maps annexed hereto as Exhibit "D".

5.06 Sponsors Nonexclusive Easement to Common Elements. That, as to those portions of the general common elements of the Condominium that lie within the boundary of the property as shown on the annexed Exhibits "C" and "D", a valid nonexclusive easement for the benefit of the Sponsor, its successors and assigns, does and shall continue to exist thereon for the maintenance, operation and renewal thereof and as a means of providing ingress and egress to other portions of the general and limited common elements and of other contiguous lands of the Sponsor, its successors and assigns. For so long as Sponsor has any unsold units in the ordinary course of business in the project, Sponsor shall have the right of ingress and egress and to bring prospective purchasers, lessees, and the like in, to and across the common elements. In addition, a valid easement is reserved to the Sponsor to install maintain, or convey ownership and responsibility to a municipal or private authority of, utilities, utility meters, lines, conduits, pipes and other facilities, necessary for the proper maintenance of the common elements within a unit together with a blanket, perpetual and nonexclusive easement of unobstructed ingress in, upon, over, across and through the common elements, to the Township of East Brunswick, the Association, their respective officers, agent and employees and all police, fire and ambulance personnel in the proper performance of their respective duties (including but not limited to emergency or other necessary repairs to a unit which the unit owner has failed to perform), and for repair and maintenance of the common elements.

5.07 Utility Easements. That a valid blanket perpetual and nonexclusive easement does and shall continue to exist throughout the common elements for the purpose of installation, maintenance, repair and replacement of all sewer, water, power and telephone pipes, lines, mains, conduits, wires, poles, transformers, meters and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system, which easement shall be for the benefit of any governmental agency, utility company or other entity which requires same for the purpose of furnishing one or more of these services.

5.08 Membership of Unit Owners in Condominium Association. That every owner or owners of a unit shall automatically, upon becoming the owner of a unit or units in this Condominium, be a member of the Association until such time as his ownership of a dwelling unit herein referred to ceases for any reason, at which time his membership in said Association shall automatically cease. Other than as an incident to a lawful transfer of title to a unit, membership in the Association shall be nontransferable and any attempted transfer shall be null and void.

5.09 Election of Board of Trustees. The right to elect the Board of Trustees of the Association shall be governed as follows:

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

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

(c) Sixty days after conveyance of 75 percent (75%) of the lots, parcels, units or interests ultimately to be constructed, the Sponsor's control of the Board of Trustees, shall terminate at which time the owners shall elect the entire Board of Trustees;

(d) The term of Trustees elected pursuant to this paragraph shall terminate on the first annual meeting of the members when all Trustees are unit owners;

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

(f) Sponsor may surrender control of the Board of Trustees of the Association prior to the time as specified provided the unit owners agree by a majority vote to assume control. However, in no event shall the Sponsor retain control of the Board of Trustees later than December 1, 1992;

(g) The Association, when controlled by the unit owners, shall not take any action that would be detrimental to the sale or sales of a unit or units by the Sponsor and shall continue the same level of maintenance, operation and services as immediately prior to their assumption of control until the last unit is sole.

(h) When a member of the Board of Trustees who has been elected by unit owners other than Sponsor is removed or resigns that vacancy shall be filled by a unit owner other than sponsor.

(i) While the Sponsor maintains a majority of representation on the executive board, he shall post a fidelity bond or other guarantee acceptable to the Agency, in an amount equal to the annual budget. For the second and succeeding years, the bond or other guarantee shall include accumulated reserves.

While the Sponsor maintains a majority of the executive board, he shall have an annual audit of association funds prepared by an independent accountant, a copy of which shall be delivered to each unit owner within 90 days of the expiration of the fiscal year of the association. The audit shall cover the operating budget and reserve accounts.

5.10 Administration of the Association. That the administration of the Association shall be in accordance with the provisions of this instrument, the Bylaws and Rules and Regulations of the Association, as may from time to time be amended or promulgated, and the Condominium Act.

5.11 Penalties. That each owner, tenant and occupant of a unit shall comply with the provisions of this instrument and the Bylaws and Rules and Regulations of the Association and failure to comply therewith shall be grounds for an action to recover sums due, or damages, or for injunctive relief. The Board shall have the power to implement a system for imposing fines on any Unit Owner who violates the Rules and Regulations of the Association.

5.12 Amendment or Revocation of this Declaration. Except as set forth in paragraph 11, until 75 percent (75%) of the total number of units ultimately to be constructed in the condominium have been conveyed to unit owners, this Declaration and any of its provisions, excluding the Bylaws of the Association, shall not be revoked or amended without the acquiescence of all of the owners and all of the then owners of all of the mortgages covering the units. From the time of conveyance of 75 percent (75%)

of the total number of units ultimately to be constructed forward, this Declaration and any of its provisions, excluding the Bylaws of the Association, shall not be revoked or amended without the affirmative vote of 67 percent (67%) of the total number of votes that may be cast. More specifically, except as provided by statute in case of condemnation or substantial loss to the units and/or common elements of the condominium project, unless at least sixty-seven (67%) percent of the first mortgagees (based upon one vote for each first mortgage owned), and unit owners (other than the Sponsor, developer, or builder) have given their prior written approval, the unit owners shall not be entitled to:

- (a) by act or omission, seek to abandon or terminate the condominium project;
- (b) change the pro rata interest or obligations of any individual condominium unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each condominium unit in the common elements;
- (c) partition or subdivide any condominium unit;
- (d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause);
- (e) use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such condominium property;
- (f) charge, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of units, the exterior maintenance of units, the maintenance of the common properties, party walls or common fences and driveways, or the upkeep of the lawns and plantings of the property.

5.13 Contribution of Unit Owners Toward Expenses, Administration, Etc. of Common Elements and the Association. That, subject to the provisions of Paragraph 9 of this Declaration, the owner or co-owners of each unit are bound to contribute as set forth in Article 13 of the Bylaws toward the expenses of administration, maintenance, repair and replacement of the said common elements, expenses, declared common by this Declaration or the Bylaws and the expenses of administering and maintaining the Association and all of its real and personal property in such amounts As shall from time to time be found by the Association to be necessary, including, but not limited to, expenses for the operation, maintenance, repair or replacement of Association buildings, grounds or facilities, the

maintenance, operation, repair or replacement of the recreational facilities; all costs of carrying out the duties and powers of the Association; compensation of Association employees, insurance premiums and expenses relating thereto; taxes which may be assessed against association property and any other expenses of the Association as set forth herein, in the Bylaws or which may be designated by the Board of Trustees as "Common Expenses." No owner may exempt himself from contributing toward such expenses by waiver of the use of enjoyment of the common elements or the community or recreational facilities of the Association or by abandonment of the unit owned by him. However, in accordance with the provisions of Paragraph 9 of this Declaration, prior to January 1, 1987, the Sponsor shall be solely responsible for all the above mentioned costs and expenses in addition to any accrued contributions to Reserves which may be required under Article 13.00 of the Bylaws. The Board of Trustees, whether controlled by the Sponsor or the unit owners is prohibited from making or charging any assessment for such common expenses prior to January 1, 1987.

5.14 Lien in Favor of the Association. That all charges and expenses chargeable to any unit shall constitute a lien against said unit in favor of the Association, which lien shall be prior to all other liens except (1) assessments, liens and charges for taxes past due and unpaid on the unit and (2) payments due under bona fide mortgage instruments, if any, duly recorded. The charges and expenses represented in the annual maintenance assessment shall become effective as a lien against each unit on the first day of each year. Additional or added assessments, charges and expenses, if any, chargeable to units and not covered by the usual monthly maintenance charge, shall become effective as a lien against each unit as of the date when the expense or charge giving rise to such additional or added assessment was incurred by the Association. In the event that the assessment, charge or other expenses giving rise to said lien remains unpaid for more than ten (10) days after the same shall become due and payable the entire amount of the annual assessment and other additional or added assessments, charges and expenses shall immediately become due and payable and the lien may be recorded in accordance with the provisions of the N.J.S.A. 46:8B-1 and be foreclosed by the Association in the manner provided for the foreclosure and sale of real estate mortgages, and in the event of foreclosure, the Association shall, in addition to the amount due, be entitled to recover reasonable expenses of the action including court costs and reasonable attorney's fees. The right of the Association to foreclose the lien shall be in addition to any other remedy which may be allowable to it at law or equity for the collection of quarterly, additional or added charges and expenses, including the right to proceed personally against any delinquent owner for the recovery of a personal judgment against him for the amount due, court costs and reasonable attorney's fees. The title acquired by any purchaser following any such foreclosure sale or sheriff's judgment sale shall be subject to all of the provisions of this instrument, the Bylaws and Rules and Regulations of the Association and the Condominium Act and by so acquiring title to the unit, said purchaser covenants and agrees to abide by and be bound thereby.

5.15 Payment of Expenses Out of Proceeds of Sale. That upon the sale, conveyance or other lawful transfer of title to a unit, all unpaid assessments, charges and expenses chargeable to the unit shall first be paid out of the sales price or by the acquirer in preference to any other assessments or charges of whatever nature except (1) assessments, liens and charges for taxes past due and unpaid on the unit and (2) payments due under bona fide mortgage instruments, if any, duly recorded.

5.16 Liability of Purchaser for Assessments Due Association. That the acquirer of title to a unit shall be jointly and severally liable with his predecessor in title thereto for the amounts owing by the latter to the Association up to the time of the transfer of title, without prejudice to the acquirer's right to recover from his predecessor in title the amount paid by him as such joint debtor. However, any contract purchaser of a Unit may request from the Association a certificate setting forth the amount of unpaid assessments for such Unit. Such request shall include the names of all persons who shall reside in the

Unit, and the anticipated date of closing title. The Association shall provide such certificate within ten (10) days after the receipt of the request. The purchaser may rely upon such certificate and his liability shall be limited to the amount set forth therein. Liability for the payment of said amounts due to the Association shall not attach to the purchaser of the unit following a mortgage foreclosure or sheriff's judgment sale of any unit but the Association shall be entitled to payment thereof out of the proceeds of sale as provided by law. Further, any first mortgagee who obtains title to a condominium unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title of such unit by the mortgagee. A first mortgagee, upon request, is entitled to (a) written notification from the Association of any default in the performance by its mortgagor of any obligation under the within document which is not cured within sixty (60) days; (b) inspect the books and records of the Association during normal business hours; (c) receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association; and (d) written notification of all meetings of the Association and to designate a representative to attend all such meetings.

5.17 **Maintenance of Dwelling Units.** Each Unit owner shall promptly furnish, perform and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit, provided however: (i) such maintenance repairs and replacements as may be required for the functioning of the common plumbing, heating; air conditioning, mechanical, electrical and water supply systems within the Complex shall be furnished by the Association; and (ii) the Association, its agents and employees may effect emergency or other necessary repairs which the Unit Owner has failed to perform; but any and all expenses incurred pursuant to the foregoing provisions shall be the responsibility of the Unit Owners affected thereby. Except as hereinbefore provided, maintenance, repairs and replacements of the plumbing fixtures and systems, windows, doors, balconies, electrical wiring and receptacles, appliances and equipment, and lighting fixtures within any Unit which are not common shall be the Unit owner's responsibility, at its sole cost and expense, and if any Unit Owner fails to perform such work the Condominium Association may do so on the Unit Owner's behalf and charge the reasonable expenses thereof to the Unit Owner. Maintenance, repair, replacement, cleaning and washing of all wallpaper, paint, paneling, floor covering, draperies, and the window shades or curtains within any Unit shall also be the Unit owner's responsibility, at its sole cost and expense.

5.18 **Modification of Dwelling Units.** That no owner shall make any structural modifications or alterations within a dwelling unit without consent of the Association or of its duly authorized representatives and no act shall be done under any circumstances which does or may tend to impair the structural integrity of any of the multi-unit dwelling buildings or adversely affect any of the common elements. No owner shall be permitted to install or have installed any window air conditioner, window fan, heat pump, solar collector or similar cooling, heating and/or ventilating device in any window, door or other exterior opening of a dwelling unit. No owner shall be permitted to erect or have erected any fence, partition, wall, divider or similar structure exterior to their unit other than any such structure erected by the Developer. No owner shall make or cause to be made any alterations to the exterior of his unit or to any general or limited common elements without the prior written approval of the Condominium Association or a committee appointed by it in accordance with its By Laws.

5.19 **Use of Common Elements.** That each owner or co-owner, tenant or occupant of a dwelling unit may use the common elements of this Condominium in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other owners or coowners, tenants or occupants. Unit owners shall not cause or permit anything to be hung or displayed or placed on the outside walls, doors or windows of any building without the written consent of the Board of Trustees of the Condominium Association. A Member shall not store anything including but not limited

to bicycles, wood, grills or garbage cans on the Limited Common or Common Elements including but not limited to porches, patios and sidewalks without the prior written consent of the Board of Trustees of the Condominium Association. No signs shall be permitted on the exterior or interior of any unit. Nothing shall be done or kept in any unit or common elements which will increase the rate of insurance of any other buildings or contents thereof applicable for residential use without the prior written consent of the Board of Trustees of the Condominium Association. No owner shall permit anything to be done or kept in his unit or in the common elements which will result in the cancellation of insurance on any of the buildings or contents thereof, or which would be in violation of any law. No waste will be committed in any of the common elements. No recreational vehicles (campers, house-trailers, motor homes, etc.) or commercial vehicles will be allowed to park overnight without prior written approval by the Board of Trustees, or the designated representative of the Board for this purpose. When such permission is granted, the vehicle must be parked in the predesignated area and cannot be used as living quarters. "Commercial vehicles" shall refer to pick-up trucks, vans, trucks, tractors, trailers, wagons, vans or oversized vehicles having commercial license plates or any vehicles, motorized, non-motorized, used for commercial purposes. The Board of Trustees, pursuant to the By-Laws, shall adopt Rules and Regulations which shall be in addition to and supplement to restrictions on the owner's use of the Common Elements and as long as such Rules and Regulations are consistent with the intent and purposes set forth herein, such Rules and Regulations shall be deemed not to be Amendments.

5.20 Access to Units. That the Association shall have the irrevocable right, to be exercised by the Trustees or manager of the Association, to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common elements therein or accessible therefrom or of making emergency repairs therein necessary to prevent damage to the common elements or to another dwelling unit or units. Notice will be given to the unit owner occupant except in an emergency situation.

5.21 Rental Restriction of Units. That dwelling units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period of less than 180 days, or (b) rental if the occupants of the unit are provided customary hotel services, such as room services for food and beverages, maid service, furnishing laundry and linen bell boy service, etc. Other than the foregoing restriction, except for the provisions applicable to the affordable condominiums, the owners of dwelling units shall have the absolute right to lease the same, provided that the lease is in writing and the terms of the lease are subject to the covenants, conditions and restrictions contained in this instrument, the By-Laws and Rules and Regulations of the Association and the Condominium Act, and that failure by the lessee to comply with the terms of such documents shall be a default under the lease. In the event a tenant of a Unit fails to comply with the provisions of this Master Deed, the Bylaws or Rules and Regulations, then, in addition to all other remedies which it may have, the Association shall notify the Unit Owner of such violation(s) and demand that the same be remedied through the Unit Owner's efforts within thirty (30) days after such notice. If such violation(s) is not remedied within said thirty (30) day period, then the Unit Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against his tenant on account of such violation(s). Such action shall not be compromised or settled without the prior written consent of the Board. In the event the Unit owner fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Unit Owner and at the Unit owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses. By acceptance of a deed to any Unit, each and every Unit Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Board as his attorney-in-fact for the purposes described this subparagraph.

5.22 Restoration and Replacement of Condominium in Event of Fire, Casualty or Obsolescence. That in the event of fire or other casualty or disaster resulting in damage to a building or buildings and common elements of the Condominium the provisions of Sections 6.01 and 6.02 of Article 6 of the By-Laws shall govern the decision as to restoration, replacement or election not to reconstruct or replace.

All decisions concerning the obsolescence of existing buildings in the Condominium or any of the community and recreational facilities or property of the Association, the sale of condominium property and the demolition and/or replacement of same shall be determined in accordance with Section 6.03 of Article 6 of the By-Laws of the Association.

That the Association acting by and on behalf of the unit owners of this condominium shall insure the buildings against risk of loss by fire and other casualties covered by a broad form fire and extended coverage policy, including vandalism and malicious mischief and such other risks as the Board of Trustees of the Association shall from time to time require, all in accordance with the provisions of the By-Laws of the Association. Nothing contained in this covenant and no provisions of the By-Laws shall be deemed to prohibit any owner or co-owner from obtaining insurance for his own account and for his own benefit. No unit owner or co-owner shall, however, insure any part of the common elements whereby, in the event of loss thereto, the right of the Association to recover the insurance proceeds for such loss in full, shall be diminished or impaired in any way.

5.23 Sponsor's Easements. Sponsor, its successors and assigns, shall have the following easements with respect to the Property:

(a) A blanket and nonexclusive easement in, upon, through, under and across the Common Elements for the purpose of construction, installation, maintenance and repair of any improvements to the Units or the Common Elements, for ingress and egress for the use of all driveways, parking areas, and for the utilization of existing and future model Units for rental and sales promotion and exhibition, until the expiration of one (1) year from the date the last Unit is sold and conveyed in the normal course of business, but in no event more than 10 years from the date of recording of this Master Deed. In addition, Sponsor hereby reserves the irrevocable right to enter into, upon, over or under any Unit for such purposes as may be reasonably necessary for the Sponsor or its agents to service such Unit or any part of the Building provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Unit Owner. In case of any emergency, such right of entry shall be immediate whether the Unit Owner is present at the time or not; and

(b) A perpetual, blanket and nonexclusive easement in, upon, over, under, across and through the Common Elements for surface water runoff and drainage caused by natural forces and elements, grading and/or the improvements located upon the Property. No individual Unit Owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems with the Condominium.

6.00 Provisions Applicable to the 109 Affordable Condominiums. Society Hill at Piscataway, to be comprised of a total of 545 residential dwellings, includes 109 residential dwellings which are subject to an Affordable Housing Plan. The Affordable Housing Plan was a condition of approval imposed upon K. Hovnanian at Piscataway, Inc. by the Planning Board of the Township of Piscataway in connection with the application for development of Society Hill at Piscataway. The Township of Piscataway imposed this Affordable Housing Plan upon K. Hovnanian at Piscataway, Inc. in an effort to satisfy a portion of the Township's constitutional obligations with respect to making affordable housing available within the Township. Purchasers of Affordable Condominiums may not sell their Units on resale for a purchase price greater than the original purchase price as reflected in their Deed plus a percentage increase based on the CPI (New York City-Northeastern New Jersey-all items) increase or other equivalent index determined by the Agency described herein and established by the Township of Piscataway. Purchasers of Affordable Condominiums also may not sell their Units on resale to a person other than one qualifying as a family of low or moderate income as the applicable case may be and in compliance with all rules, regulations and requirements duly promulgated by the Affordable Housing Agency of the Township of Piscataway. It is the intent and purpose that these Affordable Condominiums be and remain Affordable Condominiums which are affordable to Lower Income Families in accordance with the provisions of the Affordable Housing Plan.

In addition to the foregoing restrictions, the resale of Affordable Condominiums shall be subject to the rules and regulations of the Affordable Housing Agency which has been established by the Township of Piscataway. This Agency shall monitor and approve resales of Affordable Condominiums to assure that purchasers of same shall be Lower Income Purchasers as defined by the Agency's moderate income criteria in effect at the time of the proposed resale. The Agency, however, shall approve any resale of an Affordable Condominium so long as the purchase price as required in the contract of sale and the Deed conveying Title to the new Buyer is not greater than the purchase price as reflected in the Deed which conveyed Title to the selling Owner plus a percentage increase based upon the CPI (New York City-Northeastern New Jersey-all items) increase or other equivalent index determined by the Township of Piscataway, provided, however that the resale price may exceed the foregoing if greater sum is required to pay off and discharge the existing first mortgage. Furthermore, Affordable Condominiums shall at all times remain owner-occupied except that under exceptional circumstances to be determined by the Agency, such Affordable Condominiums may be leased or rented for limited periods not to exceed one year, upon conditions set forth in the regulations.

Owners of Affordable Condominiums may add amenities or improvements to such units, however, the effect of these improvements may not increase the resale price of the Unit beyond amounts which are considered by the Agency to be affordable to Lower Income Purchasers. In the event that such amenities or improvements are installed, however, the resale price of Affordable Condominiums shall nevertheless be restricted by the Agency in accordance with the foregoing standards. Owners of Affordable Condominiums shall maintain them in accordance with the standards of the Market Units within the development. Failure to do so shall permit Society Hill at Piscataway Condominium Association to do so at the cost and expense of the Owner of the Affordable Condominium, and the Association shall have a lien on the Unit for the recovery of all sums expended for such purpose as provided for in the Declaration of Covenants and Restrictions for Society Hill at Piscataway. Other than the sums described in the immediately preceding sentence, any and all Assessments by the Association upon any Affordable Condominium shall be limited to 33% of the total individual unit Assessment which would have been levied upon all Condominium Units in Society Hill at Piscataway had such Assessment been allocated equally to each and every Condominium Unit both Market and Affordable. Commencing upon the date upon which the provisions of this Plan expire or terminate as to Affordable Condominium, that Affordable Condominium shall be assessed and shall pay assessments in the same manner as a Market Unit. At no time shall the Association levy an Assessment upon an Affordable Condominium for an Association

expense for which Market Condominiums are not also being assessed, except as may be provided in the Affordable Housing Plan.

Owners of Affordable Condominiums shall not convey title, to or by lease or otherwise, deliver possession of the Affordable Condominiums other than in accordance with the Affordable Housing Plan and Agency regulations. The Association shall have no responsibility whatsoever for implementing, monitoring, enforcing or supervising the Affordable Housing Plan, except that the Association in the event that an owner of an Affordable Condominium fails to keep the condominium assessment upon the unit less than three months in arrears and/or fails to pay such assessment for any given quarter, shall serve written notice of such upon the Agency. The fair market value of the Affordable Condominiums in the event that the Association elects not to rebuild, with respect to Paragraph 5.22 of the Master Deed entitled "Restoration and Replacement of Condominium in Event of Fire, Casualty or Obsolescence", and the provisions of Sections 6.01 and 6.02 of Article 6 of the By-Laws, shall be determined in accordance with the provisions of this plan and shall be limited to the purchase price paid for the Affordable Condominium by the owner increased by a percentage increase based upon the CPI (New York City-Northeastern New Jersey-all items) increase. The Association shall carry insurance coverage upon the Affordable Condominiums equal to the replacement cost of such unit in the event of total destruction and such units shall be rebuilt and replaced and subject to the provisions of this plan in the event the Association elects to rebuild. If the Association elects not to rebuild and dissolve as provided in the Master Deed, then the 109 Affordable Condominiums shall be forever released from the restrictions and requirements of the Affordable Housing Plan.

The terms, restrictions, provisions and covenants of the Affordable Housing Plan, and the provisions of the Master Deed referring to and incorporating the Affordable Housing Plan, shall automatically expire and terminate at the earliest of the following: (1)-thirty (30) years from the date of the Affordable Housing Plan; and (2) the date upon which the right of redemption expires with respect to the foreclosure of the first mortgage lien upon an Affordable Condominium by the first mortgagee of the Affordable Condominium as the Plan applies to the specific unit which is subjected to a foreclosure pursuant to this provision; and (3) the date upon which the Society Hill at Piscataway Condominium Association, Inc. ceases to exist or dissolve for any reason and for any period of time.

Neither the Developer, the Owner, the Association nor the Agency shall amend or alter the provisions of this paragraph without first obtaining the approval of both the Agency and the Planning Board of the Township of Piscataway. Any such approved amendments or modifications of this plan shall be in writing and shall contain proof of Planning Board approval and shall not be effective unless and until recorded with the Middlesex County Clerk.

7.00 Provisions of this Instrument and Exhibits Thereto to be a Covenant Running with the Land. The present title to the property herein described and the title to each unit which shall be hereafter conveyed or subject to the terms and provisions of this instrument and the acquisition of title by any person to a unit shall be conclusively deemed to mean that the acquirer appropriately adopts and ratifies the provisions of this instrument, the By-Laws and Rules and Regulations of the Association and will comply therewith. The covenants, agreements and restrictions set forth herein shall run with the land and shall be binding upon the Sponsor, its successors and assigns and by all persons claiming by, through or under their heirs, executors, administrators and assigns.

8.00 **Easement to Association.** The Association shall have a perpetual and exclusive easement for the maintenance of any Common Elements, which may presently or hereafter encroach upon a Unit; and the Association, through the Board or any manager, or managing agent, or their respective agents or employees shall have the perpetual and nonexclusive right of access to each Unit (i) to inspect the same (ii) to remedy any violations set forth in this Master Deed, the Bylaws or in any Rules or Regulations of the Master Deed, the Bylaws or in any Rules or Regulations of the Association, and (iii) to perform any operations required in connection with the maintenance, repairs or replacements of or to the Common Elements, or any equipment, facilities or fixtures affecting or serving other Unit(s) or the Common Elements; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit owner is present at the time or not.

9.00 **Ownership of Unsold Units.** From and after the conveyance of title to the first unit in any building which has been made a part of the Condominium, and in the event there are unsold Condominium units in such building, the Sponsor shall be deemed to be the owner of said unsold units under the same terms and conditions as all other unit owners of said Condominium. The obligation of Sponsor to pay Association assessments, including the replacement Reserves funds for a particular unit in a building, shall commence on the date that the unit is issued a Certificate of Occupancy by the governing municipality. Sponsor shall not, however, be obligated to pay any maintenance fees or assessments for common expenses other than replacement Reserves funds for so long as Sponsor is providing any subsidy or guarantee to unit owners of maintenance fees or assessments for common expenses.

Sponsor shall be responsible for performing all duties and tasks necessary for the operation, maintenance, renewal, replacement, care and upkeep of the common elements and services and the community and recreational facilities and all other property, real or personal of the Association, prior to January 1, 1987. The intent of this provision is that the Sponsor shall bear all costs and expenses in administering and maintaining the common elements such that there will be no assessment of any kind to any unit owner prior to January 1, 1987. In the event at any time prior to January 1, 1987, the Sponsor shall no longer be in control of the Board of Trustees of the Association, the Sponsor shall continue to bear all costs and expenses in administering and maintaining the common elements except that the Association shall be prohibited from making any capital expenditures or increasing the reserves without the prior written consent of the Sponsor.

10.00 **Provisions for Benefit of Mortgagees.** The following provisions are hereby established for the benefit of holders of first mortgages on units.

10.01 **Foreclosures.** Any unit which is acquired by any first mortgagee by Deed in lieu of foreclosure, or by any purchaser at a mortgage foreclosure sale (except the mortgagor) shall be free of any lien for unpaid assessments and charges to the extent that said assessments arose prior to the time the holder of the first mortgage came into possession of the unit (or prior to the foreclosure sale, whichever occurs first), except for claims for a pro rata share of such assessments or charges to all units including the mortgaged unit.

Any lien which the Association may have on any unit in the project for the payment of common expense assessments attributable to such unit will be subordinate to the lien of any first mortgage on the unit recorded prior to, the date of any such common expense.

10.02 Notice. The Association shall provide any first notice mortgagee with prompt notice of any default in any unit owner's obligations under the condominium documents if said default is not cured within thirty (30) days of the date of the default. Notwithstanding the absence of any express provision to such effect in the mortgage instrument, in the event that there is any default in the payment of any installment of a Common Expense assessment with respect to any Unit, either regular or special, any Lender holding a mortgage which encumbers such Unit shall be entitled to declare such mortgage in default in the same manner that is permitted by such mortgage with respect to any default in the payment of real estate taxes.

10.03 Right of Inspection. Any first notice mortgagee shall, upon request, be entitled to: (a) inspect the books and records of the Association during normal working hours; and (b) receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association; and (c) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

10.04 Condemnation. In the event any unit or any portion thereof or any part of the common elements become the subject matter of any condemnation or any eminent domain, or become substantially damaged by fire or other casualty, the institutional holder of any first mortgage on any unit so affected shall receive timely written notice thereof. No owner of any unit or any other party shall have any priority over such institutional holder with respect to the distribution to such unit of the proceeds of any claim award, settlement or judgment.

10.05 Easement of Encroachment. In the event any portion of the common elements encroaches on any unit or any unit encroaches on any common element, as a result of any construction, reconstruction, repair, shifting, settlement or movement of any portion of the Project, every owner and every institutional mortgagee as well as the Association, shall have permanent easements to the extent required to continue the encroachment and to maintain the encroaching structure or improvement for so long as the encroachment exists.

10.06 Membership. Any mortgagee or any other person acquiring title at any mortgage foreclosure sale shall, upon the recording of the Sheriff's deed, become a member of the Association and shall have all of the rights and benefits of an owner, including voting rights, and shall have all of the duties of a member of the Association, subject to the provisions of N.J.S.A. 46:8B-14.

10.07 Fidelity Bond. A fidelity bond may be required of any person or entity handling funds of the Condominium Owners' Association, at the discretion of the Board of Trustees.

10.08 Mortgagee's Approval. The Condominium Association Board of Trustees shall not accomplish, or cause to be accomplished, any of the following, unless at least three-fourths (3/4) of the first notice mortgagees (based upon one vote for each first mortgage owned) of the individual condominium units have given their prior written approval:

(a) By act or omission, seek to abandon to terminate the condominium project.

(b) Change the pro rata interest or obligations of any individual condominium unit for the purpose of:

(i) Levying assessment or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or

(ii) Determining the pro-rata share of ownership of each condominium unit in the common elements.

(c) Partition or subdivide any condominium unit.

(d) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause.)

(e) Use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such condominium property, except as provided by statute in case of substantial loss to the units and/or common elements of the condominium project.

10.09 Insurance Proceeds. No condominium unit owner or other party shall have any priority over any rights of the first mortgagee of any condominium unit in the case of a distribution to such unit owner of insurance proceeds or condemnation awards, the losses to or taking of condominium units and/or

common elements. The Association and Board of Trustees shall utilize those portions of any award relating to the common elements to restore the common elements.

10.10 No Right of First Refusal. At no time shall the Association or the Board of Trustees impose any right of first refusal or similar restriction on any units within the Condominium. Any such imposition shall be void and of no effect.

10.11 Definition. As used throughout this Section, the term "notice mortgagee" shall refer to any institutional first mortgagee which shall, at the time of the making of the mortgage loan, advise the Condominium Association's Secretary, in writing, by certified mail, return receipt requested, that it wishes to be accorded the rights of the "notice mortgagee" under the Master Deed, Paragraph 10.

11.00 Amendments to this Master Deed. Sponsor hereby reserves for itself, its successors and assigns for a period of five (5) years from the date the first unit is conveyed to an individual purchaser, or within seven (7) years from the date of recording of this Master Deed, or until the closing of title of not less than 545 condominium units within the property depicted in Exhibit "B" attached hereto, whichever event occurs first, the right to execute on behalf of all contract purchasers, unit owners, mortgagees, eligible mortgage holders, eligible insurers or guarantors, other lien holders or parties claiming a legal or equitable interest in the Condominium, any such agreements, documents, amendments or supplements to the above described documents which may be required to effectuate the changes enumerated below; provided, however, that no such agreement, document, amendment or supplement shall effect a material physical modification of a unit, without the prior written consent of the unit owner and his mortgagee or adversely affect the priority or validity of a purchase money lien on a unit sold hereunder, without the prior written consent of the mortgagee or any institutional holder of a first mortgage.

As a requirement to being the transferee or recipient of any interest in the Condominium or any Unit, each and every transferee shall execute the deed by which title or interest is being conveyed to such transferee and such deed shall provide that the transferee does irrevocably name, constitute, appoint and confirm Sponsor, its successors and assigns, as attorney-in-fact for such transferee for the purposes set forth in Paragraph 11 and its sub-paragraphs of the Master Deed. Furthermore, by acceptance of a deed to any unit or by the acceptance of any other legal or equitable interest in the Condominium, each and every contract purchaser, unit owner or occupant, holder of any mortgage or other liens, does automatically and irrevocably name, constitute, appoint and confirm (i) Sponsor, its successors and assigns, as attorney-in-fact for the purpose of executing such amended Master Deed(s) and other instrument(s) necessary to effect the foregoing (provided that such power of attorney may not be used to adversely affect the priority or validity of any lien on or the value of any unit) and (ii) the Association, as attorney-in-fact to acquire title to or lease any unit whose owner desires to surrender, sell or lease the same, in the name of the Association or its designees, corporate or otherwise, on behalf of all unit owners and to convey, sell, lease, mortgage (but not to vote the votes appurtenant thereto) or otherwise, dispose of any such units so acquired or to sublease any units so leased by the Association.

The powers of attorney aforesaid are expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all units and be binding upon the heirs, personal representatives, successors and assigns of any of the foregoing parties.

Further, said powers of attorney shall not be affected by the death or disability of any principal and is intended to deliver all rights, title and interest of the principal in and to said powers.

Sponsor may use the right granted in this paragraph to effectuate the following changes, enumerated by way of description and not limitation:

11.01 Decreases. Decreasing the number of units to be included within the Condominium, increasing the proportionate share of common elements and the percentage share of costs and increasing voting rights proportionately, and decreasing the area of the lands to be dedicated to the Condominium accordingly. However, the Sponsor shall not have the power to reduce the Condominium to less than 545 units unless such amendment is accomplished prior to the conveyance of the first unit in the condominium, and said amendment is recorded for the purpose of terminating the Condominium. While the sponsor maintains a majority of the Board of Directors, it shall make no additions, alterations, improvements or purchases not contemplated in this Offering which would necessitate a special assessment or a substantial increase in the monthly assessment unless required by a government agency, title insurance company, mortgage lender or in the event of an emergency.

11.02 Increases. Adding units and lands to the area included within the Condominium and adjusting the proportionate share of common elements, share of costs and voting rights proportionately. However, the voting right and proportionate share of common elements of the owners of the unit shall always equal a fraction which is equal to one divided by the total number of units contained within the Condominium, as is set forth in the Master Deed or its amendments thereto. The share of costs of the owners of a unit shall be equal to the same fraction as the voting rights aforesaid. Prior to the closing of title of any unit within any building affected, the Sponsor may amend the Master Deed to alter and/or fix the location, configuration, shape and size of any building or buildings, and to alter and/or fix the size, shape, number and configuration of any units within any building.

11.03 Easements. Adding to or altering the location, size and/or purpose of easements and lands for utilities, roads, access, egress, drainage and/or financing purposes; or convey or assign such easements to the appropriate governmental authority or utility agency or company.

11.04 Use of Easements. To permit the users or occupants of lands owned by or controlled by the Sponsor to utilize easements, roads, drainage facilities, utility lines, and the like, within or servicing the Condominium.

11.05 Surrender of Sponsor's Rights. To surrender or modify rights to the Sponsor in favor of the unit owners and/or the Condominium Association, and/or their respective mortgagees.

11.06 Technical Changes. Correcting, supplementing and providing technical changes to the Master Deed and any of its amendments.

11.07 Recordation. With respect to subparagraphs 11.03 and 11.04 above, and, further, with respect to all easements, rights and encumbrances encompassed by Paragraphs 5.04, 5.06, 5.07, 5.14 and 8.00 (and excluding those which arise out of statutory provisions or common law), all such easements, rights and encumbrances will be reduced to writing and recorded.

11.08 Changes Prohibited. The Sponsor shall not be permitted to cast any votes held by him for unsold lots, parcels, units (finished and unfinished) or interests for the purpose of amending the Master Deed, By Laws or any other document for the purpose of changing the permitted use of a lot, parcel, unit or interest, or for the purpose of reducing the common elements or facilities. However, Sponsor shall be permitted to cast such votes on all other matters.

11.09 Effective Date of Amendment. Any amendment to the Master Deed will become effective upon the recording of an amendment to the Master Deed in the Office of the Clerk of Middlesex County. The Sponsor will, thereafter, provide copies of said amendment to each owner and mortgagee affected.

11.10 Mortgagee's Consent. During the period mentioned in this Article 11, during which the Sponsor may amend the Master Deed, and following the expiration of the Sponsor's right to amend the Master Deed, neither the Board of Trustees, nor the Sponsor may amend Paragraphs 5.20, 5.23, 8.00 10.00 and 14.00 of this Master Deed without the written consent of at least three-fourths (3/4) of the first notice mortgagees of condominium units within the Condominium. Following the expiration of the Sponsor's right to amend the Master Deed, and except as is set forth herein, the Board of Trustees may otherwise amend the Master Deed by a vote of at least two-thirds (2/3) of the total membership of the Board. However, the Board of Trustees may not, at any time, amend the Master Deed so as to adversely affect any rights or easements reserved to the Sponsor, its successors or assigns.

12.00 Severability of Provisions Hereof. It is the intention of the Sponsor that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby. In the event that any provisions, condition, covenant or restriction thereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, the Sponsor, its successors and assigns, and all persons claiming by, through or under the Association covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

13.00 Reservation of Amendment Rights. Regardless of any other provision of the Declaration, the Sponsor specifically reserves the right, at any time as long as the Sponsor retains title to any property thereunder, to amend the within Master Deed and Declaration of Restrictive and Protective Covenants, and any amendments thereto, for the express purpose of qualifying the property hereunder for Federal National Mortgage Association and/or Federal Home Loan Mortgage Corporation mortgage financing programs, or any other similar secondary mortgage lender or purchaser of mortgage loans in the secondary mortgage market so long as such amendment is not in conflict with the New Jersey Condominium Act (N.J.S.A. 46:8B-11 *et. seq.*) or other applicable laws, regulations and statutes. Such amendment shall not require the approval of any of the unit owners. All costs associated with such amendment shall be the sole obligation of the Sponsor.

The Sponsor hereby reserves the right to execute on behalf of all contract purchasers, unit owners, mortgagees, eligible mortgage holders, eligible insurers or guarantors, other lien holders or parties claiming a legal or equitable interest in the Condominium, any such agreements, documents, amendments or supplements to the above described documents which may be so required to effectuate and implement any of the amendments described in this section and paragraph.

As a requirement to being the transferee or recipient of any interest in the Condominium or any Unit, each and every transferee shall execute the deed by which title or interest is being conveyed to such transferee and such deed shall provide that the transferee does irrevocably name, constitute, appoint and confirm Sponsor, its successors and assigns, as attorney-in-fact for such transferee for the purposes set forth in Paragraph 11 and its sub-paragraphs of the Master Deed. Furthermore, by acceptance of a deed to any unit or by the acceptance of any other legal or equitable interest in the Condominium, each and every contract purchaser, unit owner or occupant, holder of any mortgage or other liens, does automatically and irrevocably name, constitute, appoint and confirm (i) Sponsor, its successors and assigns, as attorney-in-fact for the purpose of executing such amended Master Deed(s) and other instrument(s) necessary to effect the foregoing (provided that such power of attorney may not be used to adversely affect the priority or validity of any lien on or the value of any unit).

The powers of attorney aforesaid are expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all units and be binding upon the heirs, personal representative, successors and assigns of any of the foregoing parties. Further, said powers of attorney shall not be affected by the death or disability of any principal and is intended to deliver all rights, title and interest of the principal in and to said powers.

14.00 Municipal Maintenance. In the event that the Association shall at any time after establishment of the development fail to maintain the common open space and undedicated streets in reasonable order and condition in accordance with the plans approved by the Township of Piscataway Planning Board, the governing body of the Township of Piscataway may serve written notice upon the Association or upon the residents and owners of the development, setting forth the manner in which the Association has failed to maintain the common open space in reasonable condition, and the notice shall include a demand that the deficiencies of maintenance be cured within 35 days thereof, and shall state the date and place of the hearing thereon which shall be held 15 days from the date of the notice. At that hearing, the governing body of the Township of Piscataway may modify the terms of the original notice as to the deficiencies and may give an extension of time not to exceed 65 days within which such deficiencies shall be cured. If the deficiencies set forth in the original notice or in the modifications thereof shall not be cured within 35 days

of any extension thereof, the governing body of the Township of Piscataway in order to prevent the common open space from becoming a public nuisance, may enter upon the common open space and maintain it for a period of one (1) year. Entry and maintenance by the Township of Piscataway shall not vest in the public any rights to use any open space except when it is voluntarily dedicated to the public by the residents and owners of the development. Before the expiration of the one (1) year period, the governing body of the Township of Piscataway shall, upon its initiative or upon the request of the Association, or the residents and owners of the development, order a public hearing within 15 days notice by the Planning Board of the Township of Piscataway. At that hearing, the Association or the residents and owners of the development shall show cause why maintenance by the Township of Piscataway shall not, at the election of the Township, continue for the succeeding year. If the Planning Board shall determine that the Association is not ready and able to maintain the common open space in a reasonable condition, the Township of Piscataway may, in its discretion, continue to maintain the common open space during the next succeeding year and, subject to a similar hearing and determination, each year thereafter. The decision of the Planning Board in such case shall constitute a final administrative decision subject to judicial review. The cost of maintenance by the Township of Piscataway shall be assessed ratably against the properties within the development having the right of enjoyment of the common open space, and shall become a tax lien on those properties and be added to and be a part of the taxes to be levied and assessed thereon, and enforced and collected with interest by the same officers and in the same manner as other taxes. The Township of Piscataway at the time of entering upon the common open space for the purpose of maintenance, shall file a notice of the tax lien in the office of the Middlesex County Clerk upon the properties affected by the tax lien within the development.

In the event of a conflict between the Master Deed and Bylaws, the provisions of the Master Deed shall control.

IN WITNESS WHEREOF, The Sponsor has caused this instrument to be signed, sealed and delivered by its proper corporate officers and its corporate seal to be affixed this 11 day of October 1985.

ATTEST:

K. HOVNANIAN AT PISCATAWAY, INC.

(signed)

(signed)

FRANK L. INZINNA

Assistant Secretary

GEORGE P. YANKOWICH

Vice President

STATE OF NEW JERSEY: ss.

COUNTY OF MONMOUTH

BE IT REMEMBERED, that on this 11 day of October, 1985, the subscriber, an Attorney at Law of the State of New Jersey, personally appeared FRANK L. INZINNA, who, being by me duly Sworn upon his oath, deposes and makes proof to my satisfaction, that he is the Secretary of K. Hovnanian at Piscataway, Inc., the corporation named in the within instrument; that GEORGE P. YANKOWICH is the Vice President of said corporation; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Directors of the said corporation; that deponent well knows the corporate seal of said corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by said Vice President as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.

(signed)

FRANK L. INZINNA

Sworn and Subscribed to before
me the date aforesaid.

(signed)

DONALD R. DAINES, An Attorney
At Law of the State of N. J.

Prepared by:

Donald R. Daines, Esq.

10 Highway 35 P.O. Box 500

Exhibit A

INDEX TO EXHIBITS

EXHIBIT ITEM

A	Metes and Bounds entire tract
B	Survey entire tract
C	Metes and Bounds Individual Phases
D	Survey Individual Phases
E	Unit Breakdown - %/Type/Parking
F	By-Laws
G	Floor Plans - 600
	250
	350
	300
	5300
	5302 - Moderate
	5302 - Low
	5303 - Moderate
	5303 - Low

- 1.00 Establishment of Condominium
- 2.00 Definitions
- 3.00 General Description of Condominium
- 3.01 Description of Units
- 3.02 General Common Elements.
- 3.03 Undivided Interest
- 3.04 Limited Common Elements
- 3.05 Percentage of Interest
- 3.06 No Conveyance of Undivided Interest
- 3.07 Garden Plots
- 4.00 The Administering Association
- 5.00 Declaration of Restrictive and Protective Covenants and Agreements and Easement Grants
- 5.01 Ownership of Common Elements
- 5.02 Ownership and Conveyance of Condominium Units
- 5.03 Occupancy of Units
- 5.04 Easements and Encroachments
- 5.05 Location of Condominium Units
- 5.06 Sponsors Nonexclusive Easement to Common Elements
- 5.07 Utility Easements
- 5.08 Membership of Unit Owners in Condominium Association
- 5.09 Election of Board of Trustees
- 5.10 Administration of the Association
- 5.11 Penalties
- 5.12 Amendment or Revocation of this Declaration

- 5.13 Contribution of Unit Owners Toward Expenses, Administration, etc. of Common Elements and the Association
- 5.14 Lien in Favor of the Association
- 5.15 Payment of Expenses out of Proceeds of Sale
- 5.16 Liability of Purchaser for Assessments Due Association
- 5.17 Maintenance of Dwelling Units
- 5.18 Modification of Dwelling Units
- 5.19 Use of Common Elements
- 5.20 Access to Units
- 5.21 Rental Restrictions
- 5.22 Restoration and Replacement of Condominium in Event of Fire, Casualty or Obsolescence
- 5.23 Sponsor's Easements
- 6.00 Provisions Applicable to the 21 Affordable Condominiums
- 7.00 Provisions of this Instrument and Exhibits Thereto to be a Covenant Running With the Land
- 8.00 Easement to Association
- 9.00 Ownership of Unsold Units
- 10.00 Provisions for Benefit of Mortgagees
- 10.01 Foreclosure
- 10.02 Notice
- 10.03 Right of Inspection
- 10.04 Condemnation
- 10.05 Easement of Encroachment
- 10.06 Membership
- 10.07 Fidelity Bond
- 10.08 Mortgagees Approval
- 10.09 Insurance Proceeds

- 10.10 No right of First Refusal
- 10.11 Definition
- 11.00 Amendments to this Master Deed
- 11.01 Decreases
- 11.02 Increases
- 11.03 Easements
- 11.04 Use of Easements
- 11.05 Surrender of Sponsor's Rights,
- 11.06 Technical Changes
- 11.07 Recreation
- 11.08 Changes Prohibited
- 11.09 Effective Date of Amendment
- 11.10 Mortgagee's Consent
- 12.00 Severability of Provisions Hereof
- 13.00 Reservation of Amendment Rights
- 14.00 Municipal Maintenance

BY LAWS OF SOCIETY HILL AT PISCATAWAY
CONDOMINIUM ASSOCIATION

1.00 Applicability, Member, Membership, and Definitions

1.01 Purpose. These By Laws shall be applicable to Society Hill at Piscataway Condominium Association, Inc., a nonprofit corporation of the State of New Jersey, hereinafter referred to as the "Association," to all of the members thereof, as hereinafter defined, to the community and recreational facilities owned or maintained by the Association and to Society Hill at Piscataway condominium which is now, or may hereinafter be created or expanded, hereinafter referred to as the "Condominium."

1.02 Members. All present and future owners, tenants, future tenants, their guests, licensees, agents, employees and any other person or persons that shall be permitted to use the facilities of the Association or of the Condominium, shall be subject to these By Laws and to the Rules and Regulations issued by the Association to govern the conduct of its members. Acquisition, rental or occupancy of any of the units in the Condominium shall be conclusively deemed to mean that the said owner, tenant or occupant has accepted and ratified these By Laws and the Rules and Regulations of the Association and will comply with them.

1.03 Definition of Terms. Unless it is plainly evident from the context that a different meaning is intended, as used throughout these By Laws, all definitions set forth in the Master Deed or N.J.S.A. 46:8B-3 are incorporated herein by reference.

(a) "Member" means the owner or co-owners of a dwelling unit in the Condominium, their heirs, executors and assigns;

(b) "Sponsor" means K. Hovnanian at Piscataway, Inc., its successors and assigns.

1.04 Rights of Members. Except as otherwise provided, membership in the Association shall be limited to the owners or co-owners of dwelling units in the Condominium, provided that whenever title to a unit is vested in two or more persons, such co-owners shall be entitled jointly to one vote for their particular unit.

In the event that a Member shall lease or permit another to occupy his Condominium unit, the tenant or occupant shall be permitted to enjoy the recreational and community facilities of the Association, but

shall not vote in the affairs of the Association unless the Member shall permit the tenant or occupant to exercise the proxy vote of the Member. The use of community and recreational facilities of the Association shall be limited to occupants of dwelling units and their guests.

In the event that a Member shall mortgage his unit, the lien of the mortgage shall be deemed to attach to the Member's rights, privileges and obligations of the Association, including the right to vote in the affairs of the Association so that if the Member shall be in default of any of the terms of the mortgage and such default shall result in foreclosure thereof, the Member's membership in the Association shall automatically terminate and all of the rights, privileges and obligations of membership shall inure to the mortgagee and its heirs, executors and assigns.

Every lawful transfer of title to a Member's unit shall include membership in the Association and upon making such transfer, the previous owner's membership shall automatically terminate. Each Member, within 7 days after execution of a contract to sell the condominium unit, shall send written notice to the Association specifying the purchaser's name, address, and anticipated closing date.

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

1.05 Evidence of membership and ownership in the Association may be evidenced by a membership card issued to each Member of the Association.

2.00 Principal Office. The principal office of the Association shall be located initially at 10 Highway 35, Red Bank, New Jersey 07701 but thereafter, may be located at such other suitable and convenient place or places as shall be permitted by law and designated by the Trustees.

3.00 Meetings of Members: Voting

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

3.02 Annual Meeting. The first annual meeting shall be held not more than 60 days after 75% of all units ultimately to be constructed have been conveyed to individual unit owners, and succeeding annual meetings shall be held on the anniversary date of the first annual meeting. If the election of Trustees shall not be held on the date designated herein for any annual meeting or at 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 Trustees and transact other business with the same force and effect as at an annual meeting duly called and held. Each proxy validly received for the originally scheduled meeting shall remain in full force and effect for any such adjourned meeting or special meeting unless it is revoked or superceded by a later valid proxy. New proxies may be received for any such subsequent meeting.

3.03 Notice of Annual Meetings. The Secretary shall mail notices of annual meetings to each Member of the Association, directed to his last known post office address as shown on the records of the Association, by regular mail, postage prepaid. Such notice shall be mailed not less than 10 days nor more than 20 days before the date of such meeting and shall state the date, time and place of the meeting and the purpose or purposes thereof. In lieu of mailing notices as herein provided, such notice may be delivered by hand to the Members or left at their residence in their absence.

3.04 Special Meetings. The President may call a special meeting of the Members of the Association and it shall be the duty of the President to call a special meeting of the Members of the Association whenever he is directed to do so by resolution of a majority of the Trustees or upon presentation to the Secretary of a petition signed by 33 1/3 percent of the Members entitled to vote at such meeting.

3.05 Notice of Special Meetings. The Secretary shall mail notice of such special meeting to each Member of the Association in the manner provided in Section 3.03 of this Article, except that notices of such special meetings shall be mailed not less than 5, nor more than 10 days before the date fixed for such meetings. In lieu of mail notice as herein provided, such notice may be delivered by hand to the Members or left at their residence in their absence. No other business shall be transacted at any special meeting except that which is stated in the notice thereof unless by consent of two thirds of the Members present, either in person or by proxy.

3.06 List of Members. The Secretary shall compile and keep up to date at the principal office of the Association, a complete list of the Members and their last known post office addresses. Such list shall also show opposite each Member's name the number of dwelling units owned by him and the parking space(s) assigned to said unit(s). This list shall be open to inspection by all Members and other persons lawfully entitled to inspect the same at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the minute book of the Association, containing the minutes of all annual and special meetings of the Association and all resolution of the Trustees.

3.07 Voting. Each Condominium unit shall have one vote in the Association. If a Member owns more than one unit, he shall be entitled to one vote for each unit owned. The vote of a Condominium unit shall not be divisible.

3.08 Good Standing. A Member shall be deemed to be in "good standing" and "entitled to vote" at any annual or special meeting of the Association if, and only if, he has fully paid all assessments or fines

made or levied against him and his unit by the Trustees as hereinafter provided, together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to him and against his unit, at least three calendar days prior to the date fixed for such annual or special meeting.

3.09 Quorum. Except as otherwise provided in the By Laws, the presence in person or by proxy of Members representing a majority of the total number of votes in the Association shall constitute a quorum at any annual or special meeting of Members. If any meeting of Members cannot be organized because a quorum is not present, the Members present, either in person or by proxy, may adjourn the meeting to a time not less than 18 hours from the time the original meeting was called. In the event of any such adjourned meeting, no further notice of the adjourned date need be given to any of the Members.

3.10 Proxies. Votes may be cast either in person or by proxy. Proxies must be in writing and filed with the Secretary at least two calendar days before the time designated for each meeting in the notice thereof.

3.11 Capital Expenditures. All decisions of the Members involving capital expenditures shall require for passage the affirmative vote of at least 75 percent of the Members in good standing and entitled to vote and who vote in person or by proxy. All other decisions shall require for passage the affirmative vote of at least a majority of the Members in good standing and entitled to vote and who vote in person or by proxy. The Trustees shall be governed in the making of capital expenditures by decisions made by the Members as provided in this section. As long as the Sponsor maintains a majority of the Board of Trustees, Sponsor shall make no additions, alterations, improvements or purchases which necessitate a special assessment or a substantial increase in the monthly assessment unless so required by a governmental agency, title insurance company, mortgage lender or in the event of an emergency.

3.12 Order of Business. The order of business at all annual meetings of the Members of the Association shall be as follows:

- (a) Roll call;
- (b) Proof of notice of meeting or waiver;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Appointment of inspectors of election;
- (g) Election of Trustees;

(h) Unfinished business;

(i) New business;

(j) Election of Officers.

4.00 Obligations of Members

4.01 Unit Maintenance. Each Member shall perform promptly and at his own risk, cost and expense all maintenance and repair work with respect to the portion of each unit owned by that Member which does not comprise a part of the common elements and those common elements which are designated as limited common elements other than any assigned parking space and which, if omitted, would adversely affect or jeopardize the safety of the Condominium or any part or parts thereof belonging in whole or in part to other Members and each Member shall be liable for any damages, liabilities, costs or expenses, including attorney's fees, caused by or arising out of his failure to promptly perform any such maintenance and repair work. Additionally, each Member shall be responsible for snow removal on the sidewalk leading from his unit to the parking facilities.

4.02 Negligence. Each Member shall be obligated to reimburse the Association for any expenses incurred by it in repairing or replacing any part or parts of the common elements damaged solely by his negligence or by the negligence of the Member's tenants, Associations's statement therefor.

4.03 Common Expense. Each Member is bound to contribute, as set forth in Section 13.00 herein, toward the expenses of administration and of maintenance and repair of the common elements of the Condominium which is administered by this Association; to the expenses of administering and maintaining the Association and all of its real and personal property in such amounts as shall from time to time be fixed by the Trustees; and to any other expenses that may be lawfully agreed upon. No Member may exempt himself from contributing toward such expenses by waiver of the use of enjoyment of the common elements or the community or recreational facilities of the Association or by abandonment of the unit owned by the Member.

4.04 Time of Payment. Payment by the Members of his share of the aforesaid expenses shall be made in the amount from time to time fixed by the Trustees, to the Treasurer of the Association at the principal office of the Association or such other place as shall be designated by the Trustees.

4.05 Lien. All such charges and expenses chargeable to a Member and the Members dwelling unit shall constitute a lien against the said unit in favor of the Association for the use and benefit of the Members of the Association prior to all other liens except (1) assessments, liens and charges for taxes past due and unpaid on the unit, and (2) payments due under mortgage instruments of encumbrance, if any, duly recorded. The said lien may be recorded in accordance with the provisions of N.J.S.A. 46:8B-21 and be foreclosed in the manner provided for the foreclosure and sale of real estate mortgages and in the

event of foreclosure, the Association shall, in addition to the amount due, be entitled to recover reasonable expenses of the action including court costs and reasonable attorney's fees. The right of the Association to foreclose the lien aforesaid shall be in addition to any other remedy which may be available to it at law for the collection of the charges and expenses including the right to proceed personally against any delinquent Member for the recovery of a personal judgment against the Member for the amount due, court costs and reasonable attorney's fees.

4.06 Acceleration. In the event a Member shall fail to pay any assessment levied against him and the Condominium unit owned by him for the maintenance of the common elements of the Condominium for the expenses of administering, maintaining and operating the community and recreational facilities of the Association, any fine levied against him, or any other expense lawfully agreed upon, then the total amount of any annual assessments chargeable to such unit owner remaining unpaid, regardless of whether the installments for the balance of the year are not yet due, shall immediately be declared due and payable in full, and within ten (10) days after the same shall become due and payable, the Association shall be entitled to record and/or foreclose the lien referred to in the preceding Section.

4.07 Priority of Assessment. Upon the sale, conveyance or other lawful transfer of title to a unit, all unpaid assessments against a Member for his pro-rata share of the expenses of administration, maintenance and repair of the common elements and the community and recreational facilities of the Association and all fines levied against a Member and other expenses agreed upon, shall first be paid out of the sales price or by the acquirer in preference over any other assessments or charges of whatever nature except the following:

- (a) Assessments, liens and charges for taxes past due and unpaid on the dwelling unit; and,
- (b) Payments due under mortgage instruments of encumbrance, if any, duly recorded.

4.08 Liability of Acquirer of Unit. The acquirer of a Condominium unit shall be jointly and severally liable with the seller for the amounts due and owing by the latter to the Association up to the time of the conveyance or transfer, without prejudice to the acquirer's right to recover from the seller the amount paid by the acquirer as such joint debtor. The Association shall provide for the issuance, and issue to every acquirer, upon his request, a statement of such amounts due by the seller and the acquirer's liability under this Section shall be limited to the amount as set forth in said statement.

4.09 Use of Units. All units shall be utilized for residential purposes only. A Member shall not make structural modifications without the written consent of the Trustees. Unit owners shall not cause or permit anything to be hung or displayed or placed on the outside walls, doors or windows of any building without the written consent of the Board of Trustees of the Condominium Association. A Member shall not store anything including but not limited to bicycles, wood, grills or garbage cans on the Limited Common or Common Elements including but not limited to porches, patios and sidewalks without the prior written consent of the Board of Trustees of the Condominium Association. No signs shall be permitted on the exterior or interior of any unit. No owner shall be permitted to install or have installed any window air

conditioner, window fan, heat pump, device in any window, door or other exterior opening of a dwelling unit.

Nothing shall be done or kept in any unit or common elements which shall increase the rate of insurance of any other buildings or contents thereof applicable for residential use without the prior written consent of the Board of Trustees of the Condominium Association. No owner shall permit anything to be done or kept in his unit or in the common elements which will result in the cancellation of insurance on any of the buildings or contents thereof, or which would be in violation of any law. No waste will be committed in any of the common elements. No recreational vehicles (campers, house-trailers, motor homes, etc.) or commercial vehicles will be allowed to park overnight without prior written approval by the Board of Trustees, or the designated representative of the Board for this purpose. When such permission is granted, the vehicles must be parked in the predesignated area and cannot be used as living quarter. "Commercial vehicles" shall refer to pick-up trucks, vans, trucks, tractors, trailers, wagons, vans or oversized vehicles having commercial license plates or any vehicle, motorized, non-motorized, used for commercial purposes.

4.10 Access to Units. The Association shall have the irrevocable right to be exercised by the Trustees or Manager of the Association, or any duly authorized agent, to have access to each dwelling unit from time to time during reasonable hours, and upon reasonable notice except in case of emergency, as may be needed for the maintenance, repair or replacement of any of the common elements therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the common elements or to another dwelling unit or units.

4.11 Compliance with Rules. Each Member shall comply strictly with these By Laws and with the Administrative Rules and Regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time and with the covenants, conditions and restrictions set forth in the Master Deed, and in the deed to his unit. Failure to comply with any of the same shall be grounds for a civil action to recover sums due, for damages or injunctive relief, for levying a fine for violation of the Rules and Regulations, plus court costs and reasonable attorney's fees; maintainable by the Association on behalf of the Members, or in a proper case, by an aggrieved Member. The Board of Trustees, pursuant to the ByLaws, shall adopt Rules and Regulations which shall be in addition to and supplement to restrictions on the owner's use of the Common Elements and as long as such Rules and Regulations are consistent with the intent and purposes set forth herein, such Rules and Regulations shall be deemed not to be Amendments.

4.12 Suspension of Rights. The membership and voting rights of any Member and/or tenant 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 the use of the Common Elements and the conduct of persons thereon have been adopted and published, and 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 non-continuous violation. 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 Owner and/or tenant is afforded an opportunity for a hearing which is consistent with the principles of due process of law.

4.13 Contribution to Capital. The Board may impose upon each Unit Owner, upon acquisition of title to his Unit, to be collected by Sponsor or the Association if a sale of a unit from a person other than Sponsor, a nonrefundable contribution to the capital of the Association in an amount to be determined by the Board, but not to exceed \$250.00. If imposed, 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.

5.00 Board of Trustees

5.01 Number and Qualifications. The affairs of the Association shall be governed by a Board of Trustees consisting of seven (7) persons, each of whom shall be either a Member of the Association or an officer, director, employee or designee of the Sponsor. So long as the Sponsor maintains a majority of the Board of Trustees it shall make no additions, alterations, improvements or purchases which would necessitate a special assessment or a substantial increase in the monthly assessment unless so required by a governmental agency, title insurance company, mortgage lender or in the event of an emergency. While the developer maintains a majority of representation on the executive board, he shall post a fidelity bond or other guarantee acceptable to the Agency, in an amount equal to the annual budget. For the second and succeeding years, the bond or other guarantee shall include accumulated reserves. While the developer maintains a majority of the executive board, he shall have an annual audit of association funds prepared by an independent accountant, a copy of which shall be delivered to each unit owner within 90 days of the expiration of the fiscal year of the association. The audit shall cover the operating budget and reserve accounts. Nothing contained herein to the contrary shall serve to exculpate Members of the Board of Trustees appointed by the Sponsor from their fiduciary responsibilities.

5.02 Election. The Board of Trustees of Society Hill at Piscataway Association shall be elected as follows:

(a) Sixty days after conveyance of 25 percent (25%) of the lots, parcels, units or interest, ultimately to be constructed, not less than 25 percent (25%) of the Members of the Board of Trustees shall be elected by the owners;

(b) Sixty (60) days after conveyance of 50 percent (50%) of the lots, parcels, units or interests, ultimately to be constructed, not less than 40 percent (40%) of the Members of the Board of Trustees shall be elected by the owners;

(c) Sixty days after conveyance of 75 percent (75%) of the lots, parcels, units or interests, ultimately to be constructed, the Sponsor's control of the Board of Trustees shall terminate, at which time, the owners shall elect the entire Board of Trustees;

(d) The terms of Trustees elected pursuant to this paragraph shall terminate on the first annual meeting of the Members when all Trustees are unit owners (See Section 5.03);

(e) Notwithstanding a, b, and c above, the Sponsor may retain one Member of the Board of Trustees so long as there are any units remaining unsold in the regular course of business;

(f) Sponsor may surrender control of the Board of Trustees of the Association prior to the time as specified, provided the owners agree by a majority vote to assume control. However, in no event shall the Sponsor retain control of the Board of Trustees later than December 1, 1992;

(g) The Association, when controlled by the owners, shall not take any action that would be detrimental to the sale or sales of a unit or units by the Sponsor and shall continue the same level of maintenance, operation and services as immediately prior to their assumption of control until the last unit is sold.

5.03 Term. At the first annual meeting of the Members of the Association, subsequent to all Members of the Board of Trustees being unit owners, two Trustees shall be elected to serve for a term of three (3) years, two shall be elected to serve for a term of two (2) years and the remaining three (3) Trustees shall be elected to serve for a term of one (1) year. At the expiration of the initial term of each Trustee, his successor shall be elected to serve for a term of three (3) years, provided that each Trustee shall continue to hold office until his successor is elected. Trustees shall serve without compensation.

5.04 Vacancies. If the office of any Trustee shall become vacant by reason of his death, resignation, retirement, disqualification, removal from office or otherwise, the remaining Trustees, at a special meeting duly called for such purposes, shall choose a successor, who shall hold office until the next annual meeting of the Members and his reelection or the election of his successor at such meeting. The person so elected shall serve for the unexpired term in respect to which such vacancy occurred. When a Member of the Board of Trustees, who has been elected by unit owners is removed or resigns that vacancy shall be filled by a unit owner.

5.05 Removal of Trustees. Trustees may be removed with or without cause, by the affirmative vote of two-thirds of the Members at any annual or special meeting of Members duly called for such purpose.

5.06 First Organizational Meeting. The first or organizational meeting of each newly elected Board of Trustees shall be held immediately upon adjournment of the meeting of Members at which they were elected and at the same place where the meeting of Members was held provided a quorum is present. If a quorum of the Board is not then present, such first or organizational meeting shall be held as soon

thereafter as may be practicable providing notice is given to each trustee as set forth in Section 7 of this Article or unless waived as provided in Section 9 of this Article.

5.07 Regular Meetings. Regular meetings of the Board of Trustees may be held at such time and place permitted by law as from time to time may be determined by the Trustees, but at least four such meetings shall be held in each fiscal year. Notice of regular meetings of the Board shall be given to each Trustee personally, by telegram or by United States Mail, with postage prepaid, directed to him at his last known post office address as the same appears on the records of the Association, at least five days before the date appointed for such meeting. Such notice shall state the date, time and place of such meeting and the purpose thereof.

5.08 Special Meetings. Special meetings of the Board of Trustees may be called by the President of the Association on three days written notice to each Trustee, given in the same manner as provided in Section 7 of this Article. Special meetings of the Board shall be called by the President or the Secretary in like manner upon the written request of any two Trustees.

5.09 Notices and Waivers of Notice. Before any meeting of the Board of Trustees, whether regular or special, any Trustee may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Trustee at any meeting of the Board shall likewise constitute a waiver by him of such notice. If all Trustees are present at any meeting of the Board, no notice of such meeting shall be required and any business may be transacted at such meeting except as otherwise prohibited by law or these By Laws.

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

5.11 Powers and Duties. The Board of Trustees shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the operation and maintenance of a residential condominium project and may do or cause to be done all such other lawful acts and things as are required by law, by these By Laws or otherwise directed or required to be done or exercised by Members of the Association or owners of units, or by others. In the performance of its duties as the administering body of the Association and of the Condominium being administered by said Association, the Board of Trustees shall have powers and duties, including, but not limited to, the following:

A. General Duties. The operation, maintenance, renewal, replacement, insurance, care, upkeep, protection and surveillance of the buildings in the condominium, the common elements (except as specifically provided for otherwise), the community, and recreational facilities and all other property, real or personal, of the Association. The responsibility for the operation, maintenance, renewal, replacement, insurance, care, upkeep, protection and surveillance of the buildings in the condominium, the common elements (except as specifically provided for otherwise) shall become the responsibility of the Association immediately upon conveyance of title to the first unit in any building to an individual purchaser by the Sponsor. From and after the conveyance of title to the first unit in any building, the sole obligation and responsibility of the Sponsor under the Bylaws with regard to the operation, maintenance, renewal, replacement, insurance, care, upkeep, protection and surveillance of each such building shall be to pay to the Association the applicable assessments as specified in Article 9.00 of the Master Deed. Sponsor shall not, however, be obligated to pay any maintenance fees or assessments for common expenses other than replacement Reserves funds for so long as Sponsor is providing any subsidy or guarantee to unit owners of maintenance fees or assessments for common expenses. The Board of Trustees, pursuant to the By-Laws, shall adopt Rules and Regulations which shall be in addition to and supplement to restrictions on the owner's use of the Common Elements and as long as such Rules and Regulations are consistent with the intent and purposes set forth herein, such Rules and Regulations shall be deemed not to be Amendments.

B. Budget. The preparation prior to the beginning of each fiscal year of a budget or estimate for the annual expenses of the operation of the Association, the expenses of the operation of the community and recreational facilities, and reasonable reserves for depreciation, retirements and renewals. The total amount of such budget or estimate shall be assessed against all of the dwelling units and the respective owners thereof, as set forth in Section 13.00 herein. The amount thus found applicable to each dwelling unit shall be payable by the owner thereof to the Association in equal installments, in advance, said billing dates to be determined by the Trustees. The Trustees shall review each year the adequacy of the amount being assessed for the capital reserve replacement costs. In addition, the Trustees shall include in each annual budget an amount sufficient to reimburse each Trustee for the tuition for two educational seminars sponsored by the Community Associations Institute or similar organizations. Each Trustee may be reimbursed for all or portion of expenses including but not limited to tuition, textbooks, transportation, gas, lodging and meals incurred by the Trustee in connection with attending such educational seminars provided that such reimbursement is approved by a majority of the Trustees.

C. Assessments. By majority vote of the Board, to adjust or increase the amount of any annual assessment and equal installments, and to levy and collect in addition thereto, special assessments in such amounts as the Board may deem proper, whenever the Board is of the opinion that it is necessary to do so in order to meet increased operating or maintenance costs, or additional capital expenses, or because of emergencies; provided, however, that all such increases or special assessments shall be made or levied against such owners and the units owned by them respectively, in the same manner as provided in Section 13.00.

D. Use of Funds. To use and expend any sums collected from such assessments or levies for the operation, maintenance, renewal, care, upkeep, surveillance and protection of the common elements, (except as specifically provided for otherwise), community and recreational facilities of the Association and all of its real and personal property. This includes the use of any surplus funds which might remain at the end of any fiscal year. Any such surplus shall be applied toward the immediate subsequent year's costs and shall be included in the budget for that year.

E. Fidelity Bonds. To require all officers and employees of the Association handling or responsible for funds in the Association's possession or under its control to furnish adequate fidelity bonds, in a form which includes penalties and corporate surety satisfactory to the Board of Trustees. The premiums on such bonds shall be paid by the Association as part of the common expenses.

P. Taxes. To pay all taxes and assessments levied or assessed against any property which has been made a part of the Condominium, exclusive of any taxes or assessments levied against any individual dwelling unit or otherwise properly chargeable to the owners thereof.

G. Personnel. To hire, employ and dismiss such clerks, stenographers, workmen, janitors, gardeners and other personnel, and to purchase or arrange for such services, machinery, equipment, tools, materials and supplies, as in the opinion of the Board of Trustees may from time to time be necessary for the proper operation and maintenance of the Condominium, and the community and recreational facilities of the Association, except the portions thereof required to be maintained by owners of dwelling units. The Board of Trustees may also employ a manager or contract with a management company for the Association at such compensation or in such terms as may be established by the Board, to perform such duties and services as the Board may lawfully delegate.

H. Access to Units. To enter or cause to be entered any dwelling unit with Notice at a reasonable hour when deemed necessary for or in connection with the operation, maintenance, repair or renewal of any common elements, or to prevent damage to the common elements or any dwelling unit, or in emergencies provided that such entry and work shall be done with as little inconvenience as possible to the owners and occupants of such dwelling units. Each owner shall be deemed to have expressly granted such rights of entry by accepting and recording the deed to his Condominium Unit.

I. Delinquencies. To collect delinquent penalties, fines, levies or assessments made by the Association through the Board of Trustees against any dwelling units and the respective owners thereof, together with such costs and expenses incurred in connection therewith, including, but not limited to, court costs and attorney's fees, whether by suit or otherwise, to abate nuisances and enforce observance of the Rules and Regulations relating to the Condominiums, by injunction or such other legal actions or means as the Board of Trustees may deem necessary or appropriate.

J. Professionals. To employ or retain legal counsel, engineers and accountants, and to fix their compensation whenever such professional advice or services may be deemed necessary by the Board for any proper purposes of the Association, including, but not limited to, those hereinbefore or hereinafter referred to in these By Laws.

K. Contracts. To enter into any contracts or agreements for the operation of the Corporation or the Condominium being administered by the Association including contracts for professional

management, with private parties or any governmental agency or pursuant to applicable zoning ordinances of the Township.

L. Outside Management. To hire an outside agent and/or management firm to perform those services required by these By Laws.

M. Bank Accounts. To cause such operating accounts, and escrow and other accounts, if any, to be established and opened as the Board of Trustees may deem appropriate from time to time and as may be consistent with good accounting practices.

N. Fiscal Reports. To cause a complete audit of the books and accounts of the Association to be made by an independent Certified Public Accountant at the end of each fiscal year, and at such other time or times as may be deemed necessary. The Board of Trustees shall also prepare, at the end of each fiscal year, a report of the business and affairs of the Association, showing its transactions and reflecting fully and accurately its financial conditions, which will be made available to Members during working hours upon reasonable notice. The Association, at least quarterly shall supply the Sponsor with unaudited financial status at no cost to the Sponsor until one year after the last unit closing, and thereafter annually supply to the Sponsor with a copy of the Associations annual report at no cost to Sponsor.

O. Detailed Books. To keep detailed books of accounts of the receipts and expenditures affecting the condominium and its administration and specifying the maintenance and repair expenses of the common elements and all other expenses incurred.

P. Fines. To make and enforce compliance, by the levying of fines or otherwise, with such Rules and Regulations relative to the operation, use and occupancy of the dwelling units, common elements and Association facilities, and to amend the same from time to time as the Board shall deem necessary or appropriate, which Rules and Regulations when approved by appropriate resolutions shall be binding on the owner and occupants of dwelling units, their successors in title and assigns. A copy of such Rules and Regulations and copies of any amendments thereof shall be delivered or mailed to each owner of a dwelling unit promptly upon the adoption thereof or posted in a conspicuous place in the Community Building.

Q. Insurance. To obtain and maintain, to the extent obtainable, in accordance with sound industry practice, the following insurance; (1) fire insurance with broad form fire and extended coverage, vandalism and malicious mischief endorsements, insuring all the buildings containing the units and common elements therein (including in all of the units, the fixtures, appliances and carpeting initially installed therein by the Sponsor, but not including the painted or decorated surfaces of interior walls, furniture, furnishings, personal property, contents or personal liability of individual unit owners) together with all central utility and other service machines contained therein, and all buildings, fixtures, equipment and personal property owned by the Association, in the amount determined by the Board. All such policies shall provide that in the event of loss or damage, the proceeds of said policy or policies shall be

payable to the board of Trustees or to its designee as an insurance trustee on behalf of all of the owners, co-owners and mortgagees of units in said buildings. Said insurance trustee shall be obligated to apply said proceeds as set forth in Section 6.00 of these By Laws. Each of said policies shall contain a standard mortgage clause in favor of each mortgagee of a unit and shall provide that loss, if any thereunder, shall be payable to such mortgagee as its respective interest may appear, subject however, to the right of the Board or its designee as insurance trustee, to receive said proceeds to be applied to repair or reconstruction as provided herein; (2) workmen's compensation; and (3) public liability insurance insuring the Association and its Members against liability for any negligent act of commission or omission attributable to the Association or any of its Members and which occurs on or in any of the common elements of the Condominium or the community or recreational facilities of the Association; (4) burglary, theft and such other insurance as will protect the interest of the Association and its employees; (5) liability insurance indemnifying the Trustees and Officers of the Association against the liability of errors and omissions occurring in connection with the performance of their duties in an amount of at least \$1,000,000.00 with any deductible amount determined in the sole discretion of the Board of Trustees. All insurance premiums shall be paid by the Association as common expenses. Unless 75 percent of the first mortgagees (based upon one vote for each first mortgage owned) or owners (other than the developer) of the individual condominium units have given their prior written approval, the Board of Trustees shall not be entitled to (a) fail to maintain fire and extended coverage on insurable common property on a current replacement cost basis in an amount not less than 100 percent (100%) of the insurable value (based on current replacement cost) and (b) use hazard insurance proceeds for losses to any common property for other than the repair, replacement or reconstruction of such common property.

R. Waiver of Subrogation and Cancellation. All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by unit owners or of invalidity arising from any acts of the insured or any unit owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagees of units.

S. Unit Owner's Insurance. Unit owners may obtain insurance on their own account and for their own benefit. No owner shall, however, insure any part of the common elements whereby, in the event of loss thereto, the right of the Association to recover the insurance proceeds for such loss in full, shall be diminished in any way.

T. Committees. The Board of Trustees of the Association may appoint committees as deemed appropriate in carrying out its purposes, including but not limited to:

1. **A Recreation Committee**, which shall advise the Board of Trustees on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, may determine.

2. **A Maintenance Committee**, which shall advise the Board of Trustees on all matters pertaining to the maintenance, repair or improvement of the Common Area and properties, as appropriate, and shall perform such other functions as the Board, in its discretion, may determine. The Association shall maintain the buffer areas of the condominium and shall replace landscaping in the

buffer when such replacement is necessary with similar species of plants or species which provide similar screening characteristics.

3. An Audit Committee, which shall supervise the annual audit of the Association's books and approve the annual budget and statement, certified by an independent public accountant, of income and expenditures to be presented to the membership at its regular annual meeting. The Treasurer shall be an ex-officio Member of the Committee.

4. An Architectural Control Committee, which shall consider requests by Members for modifications to any common elements, and shall establish guidelines and procedures for review of such requests consistent with the Master Deed and these By Laws.

5. A Covenants Committee, consisting of five 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:

- (1) providing for visual harmony and soundness of repair;
- (2) avoiding activities deleterious to the esthetic or property values of the Condominium;
- (3) furthering the comfort of the Unit owners, their guests, invitees and lessees; and
- (4) promoting the general welfare and safety of the Condominium community.

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 By Laws or otherwise adopted by the Board. The Covenants Committee shall have the power to issue a cease and desist request to a Unit Owner, his guests, invitees, or lessees whose actions are inconsistent with the provisions of the Condominium Act, the Master Deed, 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, Articles 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 of Trustees by any Party deemed by the Board to have standing as an aggrieved party and a vote of a majority of the full authorized membership of the Board may modify or reverse any such action, ruling or decision. The Covenants Committee shall preserve the entry lanes into the parking areas as "No Parking" areas and "Fire Lanes" and shall erect signs in such areas to that effect.

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 Section

P hereof and Section 4.11. 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 thereof. 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 (10) days prior written notice and affording him the opportunity to be heard, with or without counsel, with respect to the violation(s) asserted.

U. Acceleration of Assessment Installment Upon Default. 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 is not paid by the date set forth in the notice, the then unpaid balance of the Common Expense assessment shall come due upon such date, but not 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 has been given and whichever shall first occur. If no such notice has been given and default continues, the Board shall, between thirty and ninety days after the default first occurs, accelerate the remaining installments of the assessment, upon similar notice to the Unit owner, and file a lien for such accelerated assessment as permitted by law if the delinquent installment is not paid by the date set forth in this notice. In the event that such notice is filed, the Board may 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 120 days, then the Board shall foreclose the foregoing lien pursuant to law or commence a suit against the appropriate parties to collect said assessment.

V. Interest, Late Fees and Counsel Fees. 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 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 reasonable costs for preparation, filing and discharge of the lien, in addition to such other costs as may be allowable by law.

In the case of any action or proceeding brought or defended by the Association or the Board pursuant to the provisions of these By Laws, the reasonable costs and expenses of preparation and litigation, including attorneys fees, shall be a Common Expense allocated to all Unit Owners.

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 Charges, 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 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) common surplus which shall be allocated and distributed pursuant to the provisions of paragraph 6 of the Master Deed or as (ii) a setoff against Common Charges 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 which event, at the election of either the Association or the unit owner, the matter shall be submitted to binding arbitration to be decided in accordance with the procedures set forth by the American Arbitration Association.

All Common Charges 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 which shall be expended first for such purposes before expending any part of the same for any other purpose.

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 Charges for the litigation expenses in relation to said action or proceeding.

W. Power of Attorney to Institutional Lender. In the event the Board shall not cause the enforcement procedures provided 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.

X. Parking Spaces. To assign and designate certain parking spaces for the use of individual units and to reassign and redesignate such parking spaces as the Board deems necessary in its sole discretion. To adopt rules and regulations governing the use of all parking spaces, including the type, size and classification of vehicles permitted to use any space as well as the total number of vehicles which may be parked on the common elements on a permanent basis per unit.

6.00 Damage to Buildings, Reconstruction, Sale: Obsolescence.

6.01 Damage. In the event of fire or other disaster or casualty resulting in damage to the buildings and/or common elements of the Condominium amounting to less than two-thirds of the value of the Condominium, the net proceeds of any insurance collected shall be made available for the purposes of repair, restoration, reconstruction or replacement. Where the insurance indemnity is insufficient to cover the cost of repair, reconstruction, restoration or replacement, the new buildings' costs shall be paid by all of the owners directly affected by the damage, in proportion to the fair market value of their respective dwelling units. If any owner shall refuse to make such payments, the Board of Trustees shall levy an assessment in an amount proportionate to the fair market value of the dwelling units affected by the damage, the proceeds of such assessment being paid, with the insurance indemnity, to the Association for the purpose of covering the costs of repair and replacement. In the event any owner or owners shall

fail to respond to the assessment by payment thereof within a reasonable time, the Association shall have authority to cause such repair, restoration or replacement or reconstruction to be accomplished and to charge the cost thereof, less any applicable insurance credits, to the owners of the units affected in the proportions mentioned. Such costs less any insurance credits, shall constitute a lien against the dwelling unit of such owner and may be enforced and collected in the same manner as all other liens as hereinbefore provided. The provisions of this Section may be changed by unanimous resolution of the parties concerned, adopted subsequent to the date on which the fire or other disaster or casualty occurred.

6.02 Total Destruction. In the event of a total destruction of the entire Condominium, or if the common elements are damaged or destroyed to more than two-thirds of the value of Condominium, the unit owners directly affected, may elect to reconstruct or replace the said buildings and common elements. In the event of an election to reconstruct or replace, payment of the costs thereof shall be made as provided in the preceding Section of this Article.

If the unit owners elect not to reconstruct or replace, the unit owners of the said condominium, with the consent of all of the mortgagees holding first mortgages on the dwelling units, and the consent of the Township of East Brunswick, may sell for cash and upon terms, the entire Condominium, provided 75 percent (75%) or more of the owners are in accord and so vote at a special or regular meeting of the said unit owners. In the event the election is made to sell, the covenants against partition contained in the Declaration of Restrictive and Protective Covenants, shall become null and void and said owner or owners shall be entitled to convey their interest in the Condominium and may invoke relief in a Court of Chancery to compel such a sale and partition against those owners who shall have refused to approve such a sale and partition.

All sums received from insurance shall be combined with the proceeds of sale of the Condominium. After providing for all attorney's fees in the event of any litigation necessary to compel any owner or owners to join in a conveyance of their interests in the Condominium, distribution of the combined funds shall be made to the owner or owners of the dwelling units in the said Condominium, in proportion to the fair market value of their respective dwelling units, subject only to the rights of outstanding mortgage holders.

Except as provided in this section, the common elements, both general and limited, shall remain undivided and shall not be the subject of an action for partition or division of the co-ownership.

6.03 Obsolescence. In the event the Board of Trustees shall determine that the existing buildings in the Condominium are obsolete, the board, at any regular or special meeting of the unit owners, may call for a vote by the said unit owners to determine whether or not the entire Condominium should be placed on the market and sold. In the event 90 percent (90%) of the unit owners determine that the property should be sold, the applicable provisions of the preceding Section pertaining to sale of the property shall become effective.

In the event that the Board of Trustees shall determine that any of the community and recreational facilities and any other real or personal property of the Association are obsolete, the Board, at any regular or special meeting of the Members, may call for a vote by the Members to determine whether or not the said property should be demolished and replaced. In the event ninety (90) percent of the Members shall determine that the said property should be demolished and replaced, the costs thereof shall be assessed against all of the Members of the Association in accordance with Article 13 hereof.

7.00 Officers

7.01 Designation. The officers of the Association shall be President, Vice President, Secretary and Treasurer. The Secretary may be eligible to also hold the office of Treasurer. The President shall also be a Member of the Board of Trustees. The Board of Trustees may also appoint Assistant Secretaries and Assistant Treasurers as it may deem necessary.

7.02 Election of Officers. The officers of the Association shall be elected annually by the Board of Trustees at the organizational meeting of each new Board and shall hold office until their successors are elected or appointed by the Board and qualify, provided that each officer shall hold office at the pleasure of the Board of Trustees and may be removed either with or without cause and his successor elected at any annual or special meeting of the Board called for such purpose, upon the affirmative vote of a majority of the Members of the Board.

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

7.04 Vice-President. The Vice President shall perform all of the duties of the President in his absence, and such other duties as may be required of him from time to time by the Board of Trustees.

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

corporate seal and when authorized by the Board, affix the same to any instrument requiring it and attest the same when appropriate.

7.06 Treasurer. The Treasurer shall have responsibility for the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies, checks and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Trustees. He shall disburse the funds of the Association as may from time to time be ordered by the Board, making proper vouchers for such disbursements and shall render to the President and Trustees, at the regular meetings of the Board or whenever they or either of them shall require, and account of his transactions as Treasurer and of the financial conditions of the Association.

7.07 Compensation of Officers. The officers of the Association shall serve without compensation except that they shall be entitled to reimbursements for all expenses reasonably incurred in the discharge of their duties.

8.00 Indemnification of Officers and Directors. The Association shall indemnify every Trustee and Officer, his heirs, executors and administrators, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Trustee or officer of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified had not been guilty of gross negligence or willful misconduct in the performance of his duty as such Trustee or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Trustee or officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason of or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as common expenses, provided, however, that nothing contained in this Article shall be deemed to obligate the Association to indemnify any Member or owner of a dwelling unit who is or has been a trustee or officer of the Association or as a Member or owner of a dwelling unit in the Condominium. Nothing contained herein to the contrary shall serve to exculpate Members of the Board of Trustees appointed by Sponsor from their fiduciary responsibilities.

9.00 Fiscal Year. The fiscal year of the Association shall begin on the first day of January in each year, unless changed by a vote of two thirds (2/3) of the full membership of the Board of Trustees.

10.00 Corporate Seal. The corporate seal of the Association shall consist of two concentric circles between the circumferences of which shall be inscribed the name of the Association and within the circumferences of the inner circle the words "Incorporated, New Jersey" and the year of incorporation.

11.00 Amendments to Bylaws. These By Laws and the form of administration set forth herein may be amended from time to time by the affirmative vote of 75 percent (75%) of the total number of votes of Members in the Association, within the limitations prescribed by law. No such modification shall be operative until it is embodied in a recorded instrument which shall be recorded in the Office of the Clerk of Middlesex County in the same manner as the Master Deed and original By Laws.

12.00 Dissolution.

12.01 Procedure. In the event it is deemed advisable and for the benefit of the Members of the Association that the Association should be dissolved, the procedures concerning dissolution set forth in Chapter 1, Section 20, of Title 15 of the Revised Statutes of the State of New Jersey, entitled Corporations and Associations Not for Profit shall be followed.

12.02 Distribution of Assets. In the event of dissolution, the assets of the Association, after the payment of all debts including mortgages and other encumbrances, shall be distributed to the unit owners in proportion to the fair market value of their respective dwelling units.

13.00 Members Maintenance Fees. Maintenance costs for the Association and the condominium owned lands and facilities shall be computed on the basis of each unit owner paying 1/545th of the total operating budget of the Association. Should the actual number of units constructed differ from 545, the maintenance costs payment for each unit owner will be determined by a fraction, the numerator of which is 1, and the denominator of which is the actual number of units constructed multiplied by the total operating budget of the Association. After the equal individual unit assessments have been calculated the actual assessment to be levied upon the individual Affordable Condominiums as set forth in the Affordable Housing Plan shall be fixed at an amount equal to 33% of the assessment which would have been levied against all units were all units to pay equal assessments. The total difference between the equal assessment to be levied against Affordable Condominiums shall be evenly distributed among all remaining units which are not Affordable Condominiums. This allocation of Assessments among Affordable Condominiums and the remainder of the unit may not be amended or altered except in accordance with the terms of the affordable Housing Plan. Commencing upon the date upon which the terms and restrictions of the Affordable Housing Plan shall cease to be applicable to a specific Affordable Condominium, such Affordable Condominium shall be assessed in the same manner as all other units which are not Affordable Condominiums. The budget shall provide the complete allocation of the total assessment collected from the unit owners without any unallocated surplus remaining.

14.00 Deposits Required.

Upon conveyance of a dwelling unit by Sponsor to an initial purchaser of said dwelling unit, said dwelling unit owner shall deposit with the Association three (3) months estimated monthly Association assessments.

The aforesaid deposits shall be refunded to the unit owner (less any assessments currently owed) upon resale of the dwelling unit by him, upon the condition that a deposit in an amount equal to three (3) months current monthly Association assessments (excluding any assessments currently owed) is received from the purchaser of the particular dwelling unit. In the event said deposits are not received by the Association within thirty (30) days from the date of closing of title to such resale, the initial deposits shall be deemed credited to the account of the new owner. Nothing herein shall affect any unit owners obligation for the payment of any Association assessments, charges or liens. The Association shall place all such deposits in interest bearing accounts and the interest so earned shall be considered income available for general operating purposes of the Association.

15.00 Reserves. The Board shall not be obligated to expend all of the revenues in any accounting period, and must, by regular installment maintenance payment, rather than by special assessments, maintain reasonable and adequate reserves for, among other things, maintenance, repairs and replacement of those elements of the common property that must be replaced on a periodic basis, emergencies, contingencies for bad weather or uncollected accounts. Notwithstanding anything herein to the contrary, the Board, in its determination of the Common Expenses and the preparation of a budget, shall specifically designate and identify what portion of the Common Expenses to be assessed against the unit owners is allocable to reserves for each separate item of repair and improvements and the same shall be kept in interest bearing savings accounts appropriately earmarked for each category. Interest earned on such interest bearing accounts shall remain allocable to such reserves and shall not be available for general purposes of the Association. The foregoing shall not be construed to mean that the Board shall not be permitted to keep additional cash on hand, in a checking or petty cash account, for the necessary discharge of functions. The Board shall at the time of adoption of the budget for the ensuing year evaluate the adequacy of the Reserves and adopt a resolution stating that the reserves are sufficient for the purposes set forth in this Article.

16.00 Agreement for Professional Management. Any agreement for professional management of the Association, or any other contract providing for services of the Sponsor, may not exceed one (1) year. Any such agreement must provide for termination by either party (a) without cause and without payment of a termination fee on ninety (90) days or less written notice and (b) for cause upon thirty (30) days written notice.

17.00 Reservation of Amendment Rights. Regardless of any other provision of the By Laws, the Sponsor specifically reserves the right, at any time as long as the Sponsor retains title to any property thereunder, to amend the within By Laws of Society Hill at Piscataway Condominium Association, Inc., and any amendments thereto, for the express purpose of qualifying the property hereunder for Federal National Mortgage Association and/or Federal Home Loan Mortgage Corporation mortgage financing programs or any other similar secondary mortgage lender or purchaser of mortgage loans on the secondary mortgage market so as long as such Amendment does not conflict with the New Jersey Condominium Act (N.J.S.A. 46:8B-1 et. seq.) or other applicable laws, regulations and statutes. Such amendment shall not require the approval of the unit owners. All costs associated with obtaining such approval shall be the sole obligation of the Sponsor.

The Sponsor hereby reserves the right to execute on behalf of all contract purchasers, unit owners, mortgagees, eligible mortgage holders, eligible insurers or guarantors, other lien holders or parties claiming a legal or equitable interest in the Condominium, any such agreements, documents, amendments or supplements to the above described documents which may be so required to effectuate and implement any of the amendments described in this Article. Sponsor has been constituted, appointed and confirmed named as attorney-in-fact for the purpose of executing such amended Master Deed(s) and other instrument(s) necessary to effect the foregoing (provided that such power of attorney may not be used to adversely affect the priority of validity of any lien on or the value of any unit) by virtue of paragraph 13.00 of the Master Deed.

While the Sponsor maintains a majority of the Board of Directors, it shall make no additions, alterations, improvements or purchases not contemplated in this Offering which would necessitate a special assessment or a substantial increase in the monthly assessment unless required by a government agency, title insurance company, mortgage lender or in the event of an emergency. The Sponsor shall not be permitted to cast any votes held by him for unsold lots, parcels, units or interest for the purpose of amending the Master Deed, By Laws or any other document for the purpose of changing the permitted use of a lot, parcel, unit or interest, or for the purpose of reducing the common elements or facilities. However, Sponsor shall be permitted to cast such votes for all unsold units which have been submitted by Sponsor to the Condominium even prior to such units being issued a Certificate of occupancy on all other matters.

PARAGRAPH	TITLE
1.00	Applicability, Member, Membership, Definition
1.01	Purpose
1.02	Members
1.03	Definition of Terms
1.04	Rights of Members
2.00	Principal Office
3.00	Meetings b\ Voting
3.01	Place of Meeting
3.02	Annual Meetings
3.03	Notice of Annual Meetings
3.04	Special Meetings
3.05	Notice of Special Meetings
3.06	List of Members
3.07	Voting
3.08	Good Standing
3.09	Quorum
3.10	Proxies
3.11	Capital Expenditures
3.12	Order of Business
4.00	Obligations of Members
4.01	Unit Maintenance
4.02	Negligence
4.03	Common Expense
4.04	Time of Payment

- 4.05 Lien
- 4.06 Acceleration
- 4.07 Priority of Assessment
- 4.08 Liability of Acquirer of Unit
- 4.09 Use of Units
- 4.10 Access to Units
- 4.11 Compliance with Rules
- 4.12 Suspension of Rights
- 4.13 Contribution to Capital
- 5.00 Board of Trustees
- 5.01 Number and Qualifications
- 5.02 Election
- 5.03 Term
- 5.04 Vacancies
- 5.05 Removal
- 5.06 First Organizational Meeting
- 5.07 Regular Meetings
- 5.08 Special Meetings
- 5.09 Notices and Waivers of Meetings
- 5.10 Quorum
- 5.11 Powers and Duties
- 6.00 Damage to Buildings, Reconstruction, Sale, Obsolescence
- 6.01 Damage
- 6.02 Total Destruction
- 6.03 Obsolescence

- 7.00 Officers
- 7.01 Designation
- 7.02 Election of Officers
- 7.03 President
- 7.04 Vice-President
- 7.05 Secretary
- 7.06 Treasurer
- 7.07 Compensation of Officers
- 8.00 Indemnification of Officers
- 9.00 Fiscal Year
- 10.00 Corporate Seal
- 11.00 Amendments to Bylaws
- 12.00 Dissolution
- 12.01 Procedure
- 12.02 Distribution of Assets
- 13.00 Members Maintenance Fees
- 14.00 Deposits Required
- 15.00 Reserves
- 16.00 Agreement for Professional Management
- 17.00 Reservation of Amendment Right

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**Middlesex County
Document Summary Sheet**

MIDDLESEX COUNTY CLERK NJ
PO BOX 1110
NEW BRUNSWICK NJ 08903

INSTR # 2024015383
O BK 19421 PG 1283
RECORDED 03/19/2024 11:29:13 AM
NANCY J. PINKIN, COUNTY CLERK
MIDDLESEX COUNTY, NEW JERSEY
RECORDING FEES \$65.00

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Transaction Identification Number		7069817	8634923
Submission Date(<i>mm/dd/yyyy</i>)	03/19/2024		
No. of Pages (<i>excluding Summary Sheet</i>)	4		
Recording Fee (<i>excluding transfer tax</i>)	\$65.00		
Realty Transfer Tax	\$0.00		
Total Amount	\$65.00		
Document Type	MISCELLANEOUS DEED		
Municipal Codes			
PISCATAWAY		PTY	
Batch Type	L2 - LEVEL 2 (WITH IMAGES)		
771072			

Additional Information (Official Use Only)

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**Middlesex County
Document Summary Sheet**

MISCELLANEOUS DEED	Type	MISCELLANEOUS DEED				
	Consideration					
	Submitted By	RADOM & WETTER, ATTORNEYS AT LAW (CSC/INGEO SYSTEMS INC)				
	Document Date	03/11/2024				
	Reference Info					
	Book ID	Book	Beginning Page	Instrument No.	Recorded/File Date	
	GRANTOR	Name		Address		
		SOCIETY HILL AT PISCATAWAY CONDOMINIUM ASSOCIATION INC				
	GRANTEE	Name		Address		
		SOCIETY HILL AT PISCATAWAY CONDOMINIUM ASSOCIATION INC				
	Parcel Info					
	Property Type	Tax Dist.	Block	Lot	Qualifier	Municipality
		PT	10003	2		PTY
	<p>* DO NOT REMOVE THIS PAGE. COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF MIDDLESEX COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.</p>					

Exhibit C

**SOCIETY HILL AT PISCATAWAY
CONDOMINIUM ASSOCIATION, INC.
AMENDMENT TO THE BYLAWS**

By this Amendment, the Association amends its bylaws which were recorded as an exhibit of the Master Deed which is dated October 11, 1985 and was recorded in the Middlesex County Clerk's Office on October 15, 1985 in Deed Book 3468 beginning at page 774 et seq.



Prepared By:

Susan J. Radom, Esq.

RECORD AND RETURN TO:

Radom & Wetter
245 Route 22, Suite 201
Bridgewater, New Jersey 08807
(908) 707-1500

Exhibit C

1. The Master Deed of Society Hill at Piscataway Condominium Association, Inc. submitted the property to the condominium form of ownership and use in the manner provided by the New Jersey Condominium Act., N.J.S.A. 46:8B-1 et seq. (the "Act"); and
2. Paragraph 4.00 of the master deed provides that "(t)he Condominium shall be administered, supervised and managed by the Society Hill at Piscataway Condominium Association, Inc., . . . which shall act by and on behalf of the owners . . . in accordance with this instrument the bylaws of the Association . . . and in accordance with the Condominium Act. . ." And further provides that the Association is designated as the form of administration of the condominium and is vested with the rights, powers, privileges and duties necessary to and incidental to the proper administration of the condominium; and
3. Paragraph 5.00 of the bylaws state that the affairs of the Association shall be managed a Board of Trustees and at paragraph 5.11 provides that the Board shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association; and
4. The Board of Trustees determined that it was reasonable and necessary to encourage and present language for an amendment to reduce the number of members necessary to achieve quorum in order to hold an election since the level of voting participation within the community has been historically low;
5. Paragraph 11.00 of the bylaws as written provides that the bylaws may be amended by the affirmative vote of 75 percent of the total number of votes of Members in the Association. However, the Planned Real Estate Development Full Disclosure Act provides that any bylaws that require greater than a 2/3rds majority of unit owners to amend the bylaws is changed by operation of law to require no more than the affirmative vote of a simple majority of the members entitled to vote (and does not require the affirmative vote of 75% of the membership). Further, pursuant to the Planned Real Estate Development Full Disclosure Act, the bylaws may also be amended by Board action so long as not more than 10% of the membership in good standing casts their objection to the adoption of the amendment within 30 days of the proposal of the amendment.
6. This amendment was proposed to the membership by mail sent January 26, 2024 with notice that the proposed amendment would fail if at least 10% of the membership in good standing voted to reject the amendment within 30 days of the mailing. The total number of members in good standing in the community as of February 29, 2924 was 451. Only 12 rejection ballots were received as of that date. As such, pursuant to N.J.S.A. 45:22A-46, the amendment was not rejected and will be operative upon a recording date affixed by the Middlesex County Clerk's office;

NOW THEREFORE BE IT RESOLVED, the bylaws shall be amended as follows: *[~~Strikeout~~ indicates text deleted by the amendment. **Bold**, Underlined text indicates text added.]*:

The bylaws at paragraph 3.02 entitled "Annual Meeting" shall be deleted and replaced with the following:

The annual meeting will be held on a date certain in the month of September or at any adjournment date of such meeting if a quorum is not obtained. Each proxy or absentee ballot validly received for the originally scheduled meeting shall remain in full force and effect for any such adjourned meeting or special meeting unless it is revoked or superseded by a later valid proxy or absentee ballot. New proxies or absentee ballots may be received for any such subsequent meeting.

The bylaws at paragraph 3.09 entitled "Quorum" shall be amended to read as follows:

- A. For the purpose of electing Members to the Board of Trustees, except as otherwise provided in the By Laws, the presence in person or by proxy or by absentee ballot of Members representing a majority of the total number of votes in good standing in the Association shall constitute a quorum at any annual or special meeting of Members. If any meeting of Members to elect Members to the Board of Trustees cannot be organized because a quorum is not present, the Members present, either in person or by proxy or by absentee ballot, may adjourn the meeting to a time not less than 30 days from the time the original meeting was called. In the event of any such adjourned meeting, no further notice of the adjourned date need be given to any of the Members. On the date of the adjourned meeting, for the purpose of electing Members to the Board of Trustees, the quorum requirement will be reduced such that the presence in person or by proxy or by absentee ballot of Members for that adjourned meeting representing 40% of the total number of votes in good standing in the Association shall constitute a quorum. If on the date of the adjourned meeting Members cannot be organized because a quorum is not present, the Members present, either in person or by proxy or by absentee ballot, may adjourn the meeting to a time not less than 15 days from the time the original meeting was called. In the event of any such adjourned meeting, no further notice of the adjourned date need be given to any of the Members. On the next date of the adjourned meeting, for the purpose of electing Members to the Board of Trustees, the quorum requirement will be further reduced such that the presence in person or by proxy or by absentee ballot of Members representing 33% of the total number of votes in good standing in the Association shall constitute a quorum. If the meeting of Members cannot be organized because a quorum is not present, the Members present, either in person or by proxy or by absentee ballot, may adjourn the meeting to a time not less than 18 hours from the time the original meeting was called. In the event of any such adjourned meeting, no further notice of the adjourned date need be given to any of the Members and the quorum requirement will not be reduced below 33%.**
- B. In all other meetings of the Membership other than the election of Members to the Board of Trustees, except as otherwise provided in the By Laws, the presence in person or by proxy of Members representing a majority of the total number of votes in good standing in the Association shall constitute a quorum at any annual or special meeting of Members. If any meeting of Members cannot be organized because a quorum is not**

present, the Members present, either in person or by proxy, may adjourn the meeting to a time not less than 18 hours from the time the original meeting was called. In the event of any such adjourned meeting, no further notice of the adjourned date need be given to any of the Members.

Except as expressly set forth in this Amendment (and as previously properly amended), the bylaws will not be otherwise deemed modified. These Amendments to the bylaws will be effective immediately upon recording as set forth in paragraph 11.00 of the bylaws.

ATTEST:

Natalia Dias

Nalaka Dias , Trustee

**SOCIETY HILL AT PISCATAWAY
CONDOMINIUM ASSOCIATION, INC.**
Mahiuddin Syed

Mohuiddin Syed, President

STATE OF NEW JERSEY)
) ss.
COUNTY OF MIDDLESEX)

I certify that on MARCH 11, 2024, Nalaka Dias, trustee, personally came before me and acknowledged under oath, to my satisfaction, that:

(a) this person is an officer and trustee of the Society Hill at Piscataway Condominium Association;

(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is Mohuiddin Syed, President of the corporation;

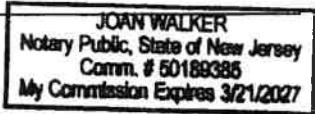
(c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Trustees; and

(d) this person signed this proof to attest to the truth of these facts.

Sworn to and subscribed before me this 11 day of MARCH, 2024

Notary Public of New Jersey

My commission expires on:



Joan Walker
Comm. # 50189385
My Commission Expires 3/21/2027

Exhibit C

Society Hill at Piscataway Condominium Association**Electronic Communication & Voting Opt-In Census Form**

Dear Homeowner,

In accordance with the New Jersey Nonprofit Corporation Act, the New Jersey Condominium Act, and the governing documents of Society Hill at Piscataway Condominium Association (including our Bylaws and Amendments), we are pleased to offer homeowners the opportunity to opt-in for electronic communications and electronic voting.

By opting in, you will receive official Association communications such as meeting notices, election materials, voting ballots, financial reports, and important notices including late fee statements via email. Electronic voting, conducted securely by a third-party vendor, will ensure your vote is confidential and legally valid, while helping the Association achieve quorum more efficiently during elections.

This modernized system improves communication, enhances transparency, and significantly reduces printing and mailing costs—benefiting all homeowners.

After your returned Form is processed you will receive an acknowledgement response within 7 days sent to the email address you provided. If you do not receive any acknowledgement please re-send your Form putting "RESEND" in the Subject and contact the office on 732-463-3434 for assistance.

Homeowner Information

Name(s): _____

Property Address: _____

Email Address for Official Communications: _____

Phone Number (optional): _____

Authorization and Consent

- I/we hereby opt-in to receive all official communications from Society Hill at Piscataway CA via electronic means, including meeting notices, financial documents, election ballots, late fee notices, and other Association correspondence.
- I/we consent to participate in electronic voting, to be administered by a secure third-party vendor, and understand that such votes are legally binding and equivalent to traditional paper ballots.

I/we understand that this consent may be revoked at any time by notifying the Association's management in writing.

I/we acknowledge that a one-time \$25 credit will be applied to our account if this form is received by May 27, 2025.

Signature: _____ Date: _____

Signature (if joint owner): _____ Date: _____

Return this completed form via email to: sonia.danquah@fsresidential.com
or deliver to the Clubhouse at:

Society Hill at Piscataway Condominium Association
550 Chesterfield Drive, Piscataway, NJ 08854

DocuSign Envelope ID: 3C706427-95BF-4986-AA23-A6403AE5A098

Sent: Wednesday, February 12, 2025 7:03 PM

To: Clarissa Garito <CGarito@tc-mgt.com>

Subject: RE: SHP: **Electronic** Notices/Voting

N.J.S.A. 45:22A-45.2(8) says, "an association shall not prevent **voting** for an executive board member by **electronic** means where the executive board determines to employ **voting** in such manner and an association member, or **voting**-eligible tenant where applicable, consents to casting a **vote** in such manner."

Confusion can be caused by wording that appears in the many implementing regulations of this statute. But in my opinion, those regulations were inartfully drafted but the statute is concise and clear in its statement that an association shall not prevent **voting** for the board by **electronic** means where the board has determined to carry it out (in an anonymous fashion, by a neutral third party) and where the member has consented to notification in that manner. The bylaws were amended to allow for **electronic** notice. Once the board determines that it will carry out the board election by **electronic** means and the member has consented, the statutory requirement has been met.

Please do not hesitate to contact me with any further question.

Susan

Susan J. Radom, Esq.

sjr@radomandwetter.com

RADOM WETTER

Exhibit E

SOCIETY HILL AT PISCATAWAY CONDOMINIUM ASSOCIATION

Board Working Meeting Agenda

April 22, 2025 - 7:00 pm



**550 Chesterfield
Drive
Piscataway, NJ 08854
732-463-3434**

I. OPENING

- A. Roll Call**
- B. April 1, 2025 Special Meeting Minutes**

II. ANNOUNCEMENTS/UPDATES/RATIFICATIONS

- A. Electronic Voting**
- B. Irrigation Repairs**
- C. Puebla Tree Service Proposal to remove tree stumps**
- D. Clubhouse Parking Lot**
- E. Becht DEP**
- F. Becht Stairs Design Proposal**

Adjournment

SOCIETY HILL AT PISCATAWAY CONDOMINIUM ASSOCIATION

Special Meeting Minutes

December 18, 2024 – 7:00pm – Zoom



550 Chesterfield
Drive
Piscataway, NJ
08854
732-463-3434

Meeting called to order at 7:00pm

Board Members Present:

Mohiuddin Syed
Kevin Wine
George Tsacnaris
Yuqing (Mona) Wan
Anthony Blanco
Matthew Phillips

Absent:

T&C Management:

Clarissa Garito

- A. GT motion to appoint Mark Kelsey, 205 Hampshire Court to fill the seat of Zahid Khan until the 2025 election. MS seconded, all in favor. **Vote 6-0-0 APPROVED.**
- B. MS motion to approve Accent Group for 2025 roofing project for \$177,095 including b-vents and 5 or 6 inch gutters, and golden pledge. GT seconded. **Vote 3-2-2. NOT APPROVED.** Tabled. CG will go back to all contractors to lower their price.

Adjournment: 7:43pm

Approved by: _____ date: _____



Estimated Pricing

Society Hill at Piscataway

Today's Date: 3/05/2025

About the estimate: Based on our conversations we've put together a rough pricing estimate for your voting events. Please note that as we continue the discussion and dive deeper into the requirements and scope of work, this rough estimate is subject to change.

Preliminary Breakdown of Services and Fees

Item	Description
Voting Event	<p>Includes:</p> <ul style="list-style-type: none">• One fully managed voting event within the eBallot for Business (Enterprise) platform for ~545 eligible voters
Vote Management Services	<p>Includes:</p> <ul style="list-style-type: none">• Dedicated eBallot project manager• Configuration of registered voters list

- Ballot setup / testing / edits / approval
- Email notifications to all voters with voting access
 - Initial email notification to all voters
 - 3 reminders during vote to those who have not voted
- Certified results (provided by the next business day of the voting end-date)

Client and Voter Support

Includes:

- Email and phone **admin** support M - F 9AM - 5PM ET
- Email and phone **voter** support M - F 9AM - 5PM ET for the duration of the voting period

Total: \$3,200.00**Project Timeline & Requirements**

A managed voting event normally requires three (3) weeks for the delivery of materials, development, testing, and approval of your ballot(s). Your dedicated Project Manager will create a timeline of the process based on your schedule and voting launch date.

Comprehensive Vote Management

Amount of responsibility from your end

- Very little

Weekly time requirements from your end

- Less than one hour per week during setup. You're able to be completely hands-off once your ballot is live

What We Do

- Oversee and take responsibility for the implementation and outcome of your vote
- Scheduling and planning of all important project events
- Consultation for best practices in line with your goals
- Voting setup and testing
- Voter outreach notifications
- Voter support
- Results certification

What You Do

You'll simply provide us with the necessary information and approve key parts of the voting process in order to set up your vote, we'll need some information from your side, including:

- What you want to display on your ballot(s) (e.g. questions, selections)
- Documents and other information about candidates or policies to be voted on (e.g. biographies, photos, etc.)
- The information you want to send to your voters about the vote, if not using our standard email templates
- Your final approval of the ballot

condoVoter

Prepared for Clarissa Garito

by CondoVoter

Phone 1-800-728-8393 Website www.condovoter.com

Quote Number 5213 Date March 6, 2025 Expiry Date June 4, 2025 at 11:00 AM

Society Hill at Piscataway - CondoVoter Voting

Online Voting Only (for 545 voting units)

1,100.00

- Advanced online voting
- Secure voting platform / token driven authentication / IP tracking
- Automated and on-demand tabulations, reports, and summaries
- Candidate submission portal / electronic candidate disclosure form and bio
- Controlled owner occupant and arrears integration
- Automated voting reminders to owners that have not voted
- Self-service and real time notification portal
- Electronic delivery of meeting notices included

Detailed vote reports are available upon request at an additional fee.

Candidate Nomination Portal (FREE)

Not selected

A dedicated online portal where interested candidates can submit their nominations to run for the board—free of charge. You'll receive a notification each time a candidate applies, with the option to accept or reject their application. Contact our team to learn more.

Telephone Voting (FREE)

Not selected

This free of cost service allows for owners to vote using our unique voting phone line. You will be sent telephone voting access codes which can then be distributed to owners. A telephone voting guide can be provided to include in your notice package if this option is selected.

Get Out The Vote (GOTV)

200.00

Not selected

GOTV (Get Out the Vote) is a service used for additional Owner/Member communication. It uses two (2) **SMS reachouts** to garner more voter participation.

Options selected

0 of 3

Subtotal

1,100.00

Tax 6.625%

72.88

Total USD including tax

\$1,172.88



Online Voting Estimate

[Email not displaying correctly? View email in browser](#)

Hi Clarissa Garito,

We are following up on the electronic voting estimate for Society Hill at Piscataway. Whether you are holding off, still deciding, or even if you have selected another vendor, would you please take a moment to reply to this email and let us know the status?

Need to learn more?

See how it works in [3 easy steps](#)

Join a webinar to get your questions answered, [view the schedule](#)

View our [process](#), [presentation](#), [what's included](#), and [FAQ](#).

Timing: Please submit the completed agreement at least 2 weeks prior to your vote start date. When you're ready to get started, click the green "I want an agreement" button below (you may have to create a password if it's your first time using the estimate/agreement system).

Thank you,
Vote HOA Now Sales Team
sales@votehoanow.com
888-823-1493

[Start an agreement](#)

[Follow up with me later](#)

[No thanks](#)

SERVICE

BILLING PERIOD

PRICE

Exhibit F

https://clients.ivotehoa.com/deliveries/3zWbOfHJAqx8-mcD_U9P7IKX5Gg2_eip2ZdNeMCw_HLCn479mML9Vg

FIRST VOTE IN A YEAR*

(includes custom voting website, annual software use license, and *full-service setup and management of one vote* with one PDF document or link)

Annual

545 units

\$950.00

ADDITIONAL VOTES IN SAME YEAR*

Full-service setup and management

Per Vote

\$385.00

ADDITIONAL SERVICES AVAILABLE**BILLING PERIOD****PRICE**

Additional Ballot*

\$100.00

During voting period that has different end date (e.g.,
By-law ballot starting at same time as Annual but runs
longer due to higher quorum requirement)

Vote Extension (for votes that are longer than 3
months) - 3 month increments

\$200.00

Additional Items on the Ballot (per group of 10)

\$50.00

Additional PDF Document or Link on a Ballot (one is
included)

Per Addition

\$25.00

Owner Data File Clean-up*

Per Request

est. \$100.00 - \$250.00

Editing owner data spreadsheet in order to prepare it
to be imported to the voting database. *Exact price
cannot be quoted until data is received.

Notice or Call for Candidates

Per Notice

\$50.00

Notice or Call for Candidates email blast before vote
with link to candidate/nomination form

Email Final Results to Owners

\$50.00

Exhibit F

Docusign Envelope ID: 3C7D6427-95BF-4986-AA23-A64036E58098
01/08/2026, 1:09 PM

[Vote HOA Now](#)

- * one ballot with one PDF document or link, up to 10 items, unlimited candidates, and 3 months voting time.
- Additional votes price and additional services prices subject to change and will be quoted separately as needed.



<https://votehoanow.com>

[Start an agreement](#)

[Follow up with me later](#)

Vote HOA Now, PO BOX 610, Sherwood, OR 97140

[Unsubscribe](#)

Exhibit F

https://clients.ivotehoa.com/deliveries/3zWbOfHJAqx8-mcD_U9P7IKX5Gg2_eip2ZdNeMCw_HLCn479mML9Vg

Estimate**Estimate**

Description	Qty
We request approval to perform the the repairs and/or modifications listed above at a time and material basis not to exceed:	1.00
NJ Sales Tax 6.625%	

Estimate Total: \$4,014.43

Customer Signature

Balance is due upon completion.

CUSTOMER MESSAGE

[Acceptance of Proposal](#)- The above prices and specifications are satisfactory and are hereby accepted. Environmental Designers Irrigation is authorized to perform the work specified above.

Customer Signature

Estimate**Estimate**

Description	Qty
We request approval to perform the the repairs and/or modifications listed above at a time and material basis not to exceed:	1.00
MISSLE UNDER DOUBLE WIDE ROADWAY	1.00
NJ Sales Tax 6.625%	

Estimate Total: \$9,153.76

Customer Signature

Balance is due upon completion.

CUSTOMER MESSAGE

Acceptence of Proposal- The above prices and specifications are satisfactory and are hereby accepted. Environmental Designers Irrigation is authorized to perform the work specified above.

Customer Signature

Estimate**Estimate**

Description	Qty
HUNTER 4 STATION PRO-C OUTDOOR CONVENTIONAL	1.00
HUNTER 3 STATION ZONE MODULE	3.00
Commercial Service Call	1.00
Technician Labor Per Hour Commercial	2.00
NJ Sales Tax 6.625%	

Estimate Total: \$1,085.87

Customer Signature

Balance is due upon completion.

CUSTOMER MESSAGE

Acceptance of Proposal- The above prices and specifications are satisfactory and are hereby accepted. Environmental Designers Irrigation is authorized to perform the work specified above.

Customer Signature

Estimate**Estimate**

Description	Qty
We request approval to perform the the repairs and/or modifications listed above at a time and material basis not to exceed: If the repairs exceed the amounts that we have specified, we will contact management before proceeding with the repairs beyond the approved limit.	1.00
NJ Sales Tax 6.625%	

Estimate Total: \$2,857.55

Customer Signature

Balance is due upon completion.

CUSTOMER MESSAGE

Acceptence of Proposal- The above prices and specifications are satisfactory and are hereby accepted.
Environmental Designers Irrigation is authorized to perform the work specified above.

Customer Signature

Docusign Envelope ID: 3C7D6427-95BF-4986-AA23-A64036E58098
1/11/20, 2:00 PM Smart - Society Hill at Piscataway - Call for Election Inspectors!!!!



Matt Phillips <mattphillips215@gmail.com>

Society Hill at Piscataway - Call for Election Inspectors!!!!

1 message

FirstService Residential <Communications@mc.fsresidential.com>
Reply-To: Sonia Danquah <sonia.danquah@fsresidential.com>
To: mattphillips215@gmail.com

Tue, Sep 9, 2025 at 1:11 PM



Society Hill at Piscataway Condo
550 Chesterfield Dr, Piscataway, NJ 0884
800-870-0010

September 9, 2025

This is a mass communication email being sent to all residents.

Dear Matthew Phillips,



As we prepare for the upcoming HOA Election, we are seeking **five (5) volunteer Election Inspectors** to assist with the process. The inspectors play a vital role in ensuring the election is conducted fairly and transparently.

Exhibit G

<https://mail.google.com/mail/u/0/?ik=53ac05b0fb&view=pt&search=all&permthid=thread-f:1842807204388117148&simpl=msg-f:1842807204388117148>

Duties of Election Inspectors on September 16th 2025:

- Complete and sign an Election Inspector Certification Form, confirming their role and decisions.
- Verify and certify the validity of proxies and ballots.
- Monitor the process for impartiality and fairness.

Important Note:

The role of **Election Inspectors is separate from Ballot Counters**. Inspectors oversee the integrity of the election, while Ballot Counters are responsible only for tallying votes. This distinction helps maintain checks and balances in the process.

We are looking for a **non-partial and diverse group of volunteers** who are willing to dedicate their time to this important responsibility.

If you are interested in serving as an Election Inspector, please email the office no later than **Friday, September 12, 2025, at 2:00 PM**. The office will review all responses and contact the selected individuals with next steps.

Thank you in advance for your willingness to support your community.

Sincerely,



FirstService
RESIDENTIAL

Sonia Danquah

Community Manager

Email: sonia.danquah@fsresidential.com

Phone: 732-463-3434

24/7 Customer Care Center: 800.870.0010

HODA, FirstService Residential's Homeowner Digital Assistant is now available. Simply text "Hey HODA" to 1-866-377-0779 followed by your question. HODA is a 24/7 communication tool powered by artificial intelligence, designed to provide you with immediate, reliable support at your fingertips.

This message is being sent in regards to your property at 11 Canterbury Ct.

Unsubscribe

You are currently subscribed as mattphillips215@gmail.com. Please click here to [Unsubscribe](#) if you no longer wish to receive email notifications, or click here to [manage your communication preferences](#).

Exhibit G

Society Hill at Piscataway Condominium Association

Election Inspector Sign-In & Oath Form

Date: 11-5-2025 Location: Clubhouse

Prepared by: T.Teresa Doug

Inspector Name: T.Teresa Doug

Signature: DDoug

Time In: 6:30 Time Out: 8:15

Oath of Impartiality:

I hereby affirm that I will carry out my duties as an Election Inspector fairly, impartially, and in accordance with the Association's bylaws and election procedures.

Signature: DDoug Date: 11-5-25

Society Hill at Piscataway Condominium Association

Election Inspector Sign-In & Oath Form

Date: 11/15/2025 Location: Club House

Prepared by: Susan Mandava

Inspector Name: SUSAN MANDAVA

Signature: Susan Mandava

Time In: 6:30 pm Time Out: 8:15 pm

Oath of Impartiality:

I hereby affirm that I will carry out my duties as an Election Inspector fairly, impartially, and in accordance with the Association's bylaws and election procedures.

Signature: Susan Mandava Date: 11/15/25

Society Hill at Piscataway Condominium Association

Election Inspector Sign-In & Oath Form

Date: 11/5/2025 Location: Clubhouse

Prepared by: _____

Inspector Name: Patricia Mincarelli

Signature: Patricia Mincarelli

Time In: 6:30 Time Out: 8:15

Oath of Impartiality:

I hereby affirm that I will carry out my duties as an Election Inspector fairly, impartially, and in accordance with the Association's bylaws and election procedures.

Signature: Patricia Mincarelli Date: 11/5/2025

Society Hill at Piscataway Condominium Association

Election Inspector Sign-In & Oath Form

Date: 1/5/25 Location: clubhouse

Prepared by: Ann Butsky

Inspector Name: Ann Butsky

Signature: Ann Butsky

Time In: 6:30 Time Out: 8:15

Oath of Impartiality:

I hereby affirm that I will carry out my duties as an Election Inspector fairly, impartially, and in accordance with the Association's bylaws and election procedures.

Signature: Ann Butsky Date: 1/5/25

Society Hill at Piscataway Condominium Association

Election Inspector Sign-In & Oath Form

Date: 11/5/2025 Location: Club House

Prepared by: Liseite Romero Velez

Inspector Name: Liseite Romero Velez

Signature: Liseite

Time In: 6:30 Time Out: 8:15

Oath of Impartiality:

I hereby affirm that I will carry out my duties as an Election Inspector fairly, impartially, and in accordance with the Association's bylaws and election procedures.

Signature: Almon Velez Date: 11/5/2025

**CERTIFICATION THAT THE DUTIES AS JUDGE
WERE EXECUTED FAITHFULLY**

[Print name] T. Teresa Douglas hereby certifies as follows:

1. I am a member of Society Hill at Piscataway Condo Association (the "Association"). As such I am acting as a judge to tally the ballots for the election of the Association's Board.
2. On Nov 5, 2025 I observed the Board election. At this election, I took an oath to faithfully execute the duties of a judge with strict impartiality and according to the best of my ability.
3. I have tallied both ballots of owners for the election and all proxy ballots received from owners that were mailed to the Association. I performed such tally with strict impartiality and according to the best of my ability.
4. After tallying the ballots during a meeting at which a quorum was attained, the candidates received the number of votes set forth in order below:

Candidate name:

1. Kalindee Desai
2. Zahid Khan
3. Vincent Marchitto
4. Mohiuddin Syed
5. John Fakla
6. Yogesh Patel
7. Mark Kelsey
- Kevin Wine

Number of votes:

<u>17</u>
<u>78</u>
<u>103</u>
<u>108</u>
<u>91</u>
<u>102</u>
<u>110</u>
<u>1</u>

2485
3485
3415

I certify that the foregoing statements made by me are true and I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature:

T. Teresa Douglas

Date: Nov 5, 2025



July 17th, 2025

RE: Call for Nomination/Call for Candidates

Dear Society Hill Piscataway Homeowner:

The Annual/Election meeting of the Board of Trustees has been scheduled for Tuesday, September 16, 2025 beginning at 7:00pm. The meeting will be held in the Clubhouse located at 550 Chesterfield Drive, and via online Zoom call

There will be two (3) seats available on the Board of Trustees each of which will be for a three (3) year term. If you are interested in volunteering your time to serve on the Board of Trustees please complete the enclosed Nomination/Candidate Profile Form and return it to the Management Office by **3:00pm on Friday, September 5th, 2025.**

The Board of Trustees is responsible for preserving and enhancing the building and grounds. The Board also supervises the revenues and expenses of the Association. Members of the Board attend meetings during evening hours, and occasionally special meetings with the Association's management company, general counsel and accountant. All candidates must be a unit owner and in "good standing" which means that there are no unpaid balances due on your account to the Association and/or you are in a plan to pay that balance or awaiting ADR. Any unit owner wishing to serve on the Board of Trustees should be willing to devote the personal time necessary to assist in the efficient operation of the Association.

Should you desire to run for the Society Hill Piscataway Board of Trustees, please complete the enclosed Nomination/Candidate Profile Form. Upon completion please either email, mail or drop off in the Clubhouse mailbox or email this form to the Management Office by **3:00pm on Friday, September 5th, 2025.**

Society Hill Piscataway
550 Chesterfield Drive
Piscataway, NJ 08854
Email: Sonia.Danquah@fsresidential.com
Tel (732) 463-3434

Very truly yours,
Sonia Danquah
Community Manager, FirstService Residential
Society Hill Piscataway Condominium Association



SOCIETY HILL PISCATAWAY CONDOMINIUM ASSOCIATION

Nomination / Candidate Profile Form

Election Meeting of September, 16, 2025

I wish to place the name(s) of the following Unit Owner(s) in nomination for the Board of Trustees of Society Hill at Somerset II Condominium Association

NAME: _____

UNIT ADDRESS: _____

YEARS LIVING IN SOCIETY HILL PISCATAWAY: _____

EMAIL ADDRESS: _____

DAYTIME PHONE NUMBER: _____

Please attach a brief typewritten biography/resume for each Nomination.

Please mail, fax, drop off in the Clubhouse mailbox or email this form to the Management Office by **3:00PM ON FRIDAY, SEPTEMBER 5TH, 2025.**

Society Hill Piscataway
550 Chesterfield Drive
Piscataway, NJ 08854
Email: Sonia.Danquah@fsresidential.com
Tel (732) 463-3434

2

**SOCIETY HILL AT PISCATAWAY CONDOMINIUM ASSOCIATION,
INC.**

C/o FirstService Residential.
21 Christopher Way, Eatontown, NJ 07724
Office (732) 463-3434 Toll Free (1800) 870-0010

www.fsresidential.com
August 19, 2025

2025 ANNUAL ELECTION MEETING

On Tuesday, **September 16, 2025 at 7 PM**, we will conduct the Annual Election Meeting and vote counting session for Society Hill at Piscataway Condominium Association, Inc. This meeting will be located at the Clubhouse, 550 Chesterfield Drive, Piscataway, NJ 08854.

The primary purpose of this meeting will be to elect three (3) members to the Board of Trustees. Two positions are for a three-year (3) term and One Position is a two-year term.

The Official Ballot is enclosed. Each unit shall have one (1) vote for each of the three (3) candidates that you wish to be elected to the Board. Follow the instructions on the enclosed Official Ballot to cast your vote.

The Candidate's Night has been scheduled for Wednesday August 27th 2025 at 7PM via hybrid. This event will allow all interested candidates to speak directly to and answer questions provided by the Members. The candidate's resumes are included with this mailing.

We have also enclosed an Official Proxy, along with a self-addressed, stamped envelope, to return and cast your vote. It is imperative that you mail the attached ballot in order for the Community to reach quorum, for the **Annual Election Meeting on September 16, 2025.**

PLEASE COMPLETE THE ENCLOSED PROXY/ABSENTEE BALLOT. MAIL IT IN, IN ORDER TO BE RECEIVED BY 11:00 AM ON TUESDAY, SEPTEMBER 16, 2025 TO:

**Society Hill Piscataway Condominium Association, Inc.
C/o FirstService Residential, Inc.
550 Chesterfield Drive
Piscataway, NJ 08854**

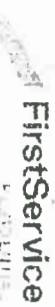
YOU MAY ALSO DELIVER THIS TO THE COMMUNITY CLUBHOUSE, 550 CHESTERFIELD DRIVE, BY 11:00 AM ON TUESDAY, SEPTEMBER 16, 2025.

Thank you in advance for your anticipated cooperation. We hope to see you at the Annual Meeting.

Very truly yours,
The Board of Trustees
Society Hill Piscataway Condominium Association

HOA Election Reminder!!!!!! – How to Submit Your Ballot

From: FirstService Residential <Communications@mc.fsresidential.com>
To: kwine@optonline.net
Date: Sep 4, 2025, 11:09:52 AM
Subject: HOA Election Reminder!!!!!! – How to Submit Your Ballot

 FirstService
Lifelines

Society Hill at Piscataway Condo
550 Chesterfield Dr, Piscataway, NJ 08844
800-870-0010

September 4, 2025

This is a mass communication email being sent to all residents.

Dear Kevin Wine,

As a reminder, your participation in the upcoming Board of Trustees Election is vital. Achieving quorum allows the HOA to move forward with important initiatives, finalize budgets, and set a strong foundation for the year ahead.

You may vote by paper ballot or electronic ballot. Please follow the instructions carefully to ensure your vote is counted.

 Election Details

- Date & Time: Tuesday, September 15, 2025, at 7:00 PM
- Location: Hybrid format
- In-person: Clubhouse
- Virtual: Zoom
- Voting: You may vote for up to three (3) candidates

 Official Candidates

- Kadlindee Desai
- John Fila
- Mark Kelsey
- Zahid Khan
- Vincent Marchitto
- Yogesh Patel
- Mohiuddin Syed

For Paper Ballot Voters:

1. Complete your ballot by selecting up to three (3) candidates.
2. If you wish to vote for Mr. Zahid Khan- **please write his name in the space provided on the Ballot.**
1. Insert the completed ballot into the Ballot Envelope.
1. Seal the Ballot Envelope securely.
1. Place the sealed Ballot Envelope inside the Return Envelope provided.
1. Mail or deliver the Return Envelope as instructed, ensuring it is received before the election deadline.

For Electronic Voters:

1. Click the voting link provided in your email.
1. Log in using your unique voter credentials.
1. Review the candidate profiles (all seven candidates, including Mr. Zahid Khan, are now listed).
1. Select up to three (3) candidates of your choice.
1. Submit your ballot online. You should receive confirmation once your vote has been recorded.

Your active participation ensures that we meet quorum and keep our community moving forward. Thank you for taking the time to cast your ballot and stay involved.

Sincerely,


FirstService
RESIDENTIAL
Sonia Danquah
 Community Manager
 Email: sonia.danquah@fsresidential.com
 Phone: 732-463-3434
24/7 Customer Care Center: 800.870.0010

HODA, FirstService Residential's Homeowner Digital Assistant is now available. Simply text "Hey HODA" to 1-866-377-0779 followed by your question. HODA is a 24/7 communication tool powered by artificial intelligence, designed to provide you with immediate, reliable support at your fingertips.

This message is being sent in regards to your property at 345 Lancaster Ct.

[View Attachment\(s\)](#)

If the above link is not clickable please copy and paste the link below into your browser's address window

https://myemail.optimum.net/webmail/index-nui.jsp?vc=ALTUX_2.3.2#mail

Exhibit K

Introduction of Your Newly Elected Board of Trustees

From: FirstService Residential <Communications@mc.fsrresidential.com>
 To: kwine@optonline.net
 Date: Nov 6, 2025, 2:01:17 PM
 Subject: Introduction of Your Newly Elected Board of Trustees



550 Chesterfield Dr, Piscataway, NJ 08844
 Society Hill at Piscataway Condo
 800-870-0010

November 6, 2025
 This is a mass communication email being sent to all residents.

Dear Kevin Wine,

We are pleased to announce the results of yesterday's Annual Election and Board Reorganization Meeting. Thank you to all homeowners who took the time to participate, your engagement is essential to the continued growth and success of our community.

Based on the vote counts, the following Board terms have been established:

- Mohiuddin Syed – 3-Year Term
- Mark Kelsey – 3-Year Term
- Vincent Marchitto – 2-Year Term

We would also like to acknowledge and extend our appreciation to the outgoing Board Officers for their dedication and service. Attached you will find the Officers' Report that was presented during last night's meeting, summarizing the community-wide improvements, projects, and progress completed during their tenure.

Your 2025 Board of Trustees

We are proud to introduce the newly organized Board who will be serving as your fiduciaries and representatives:

Role	Name
President	Matthew Phillips
Vice President	Mohiuddin Syed
Treasurer	Mark Kelsey
Secretary	Mona Wan
Trustee	Kevin Wine
Trustee	Anthony Bianco
Trustee	Vincent Marchitto

Each member of this Board has volunteered their time to represent the best interests of the community, oversee Association business, and ensure accountability, transparency, and responsible (financial) and property stewardship on behalf of all homeowners.

We encourage all residents to remain engaged, attend meetings, participate in committees, and communicate respectfully and constructively. Community progress is always strongest when we move forward together.

Thank you again to those who participated in the election and to all who continue to support the community's ongoing growth and improvement.

Sincerely,

Nov 5, 2025

First Service Residential
550 Chesterfield Drive
Piscataway, NJ
08854 United States

To Whom It May Concern:

The following election results are certified by Simply Voting to have been securely processed and accurately tabulated by our independently managed service.

Respectfully yours,



Brian Lack
President
Simply Voting Inc.

Results - Annual Election Meeting

Start: 2025-08-26 09:00:00 America/New_York

End: 2025-11-05 18:00:00 America/New_York

Turnout: 121 (71.2%) of 170 electors voted in this ballot.

4

OFFICIAL ABSENTEE BALLOT

Option	Votes
Mark Kelsey	68 (19.3%)
Mohiuddin Syed	66 (18.8%)
Yogesh Patel	64 (18.2%)
Vincent Marchitto	55 (15.6%)
John Fakla	49 (13.9%)
Zahid Khan	42 (11.9%)
Kalindee Desai	7 (2.0%)
Write-in	1 (0.3%)

VOTER SUMMARY

Total Voters	121
Abstain	0 (0.0%)

WRITE-INS

Option	Votes
Kevin Wine	1 (0.3%)



Election ID: 265978
To validate the authenticity of this report
please contact Simply Voting at
info@simplyvoting.com.

5

Electronic Sub-Total

Kalindee Desai - 7
John Fakla - 49
Mark Kelsey - 68
Zahid Khan - 42
Vincent Marchitto - 55
Yogesh Patel - 64
Mohiuddin Syed - 66

Paper Ballot Sub-Total

Kalindee Desai - 10
John Fakla - 42
Mark Kelsey - 42
Zahid Khan - 36
Vincent Marchitto - 48
Yogesh Patel - 38
Mohiuddin Syed - 42

Final Total

Kalindee Desai - 17
John Fakla - 91
Mark Kelsey - 110 (1st Place - 3-year term)
Zahid Khan - 78
Vincent Marchitto - 103 (3rd Place - 2-year term)
Yogesh Patel - 102
Mohiuddin Syed - 108 (2nd Place - 3-year term)

10565

HUESTON MCNULTY, P.C.

Samuel J. McNulty, Esq.

Attorney ID: 031761989

256 Columbia Turnpike

Suite 207

Florham Park, New Jersey 07932

(973) 377-0200

Attorneys for Defendant, Society Hill at Piscataway Condominium Association, Inc.

KEVIN WINE, on behalf of himself and all other similarly situated,

Plaintiff(s),

vs.

SOCIETY HILL AT PISCATAWAY CONDOMINIUM ASSOCIATION, INC., BOARD OF TRUSTEES OF SOCIETY HILL AT PISCATAWAY CONDOMINIUM ASSOCIATION, INC., JOHN DOES 1-10, AND ABC CORPS. 1-10,

Defendants.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION-GENERAL
EQUITY PART
MIDDLESEX COUNTY

DOCKET NO.: MID-C-000204-25

Civil Action

**DEFENDANTS' OPPOSITION TO PLAINTIFF'S
REQUEST FOR TEMPORARY RELIEF AND IN SUPPORT OF MOTION
TO CONFIRM THE ELECTION**

HUESTON MCNULTY, P.C.

256 Columbia Turnpike

Suite 207

Florham Park, NJ 07932

(973) 377-0200

Attorneys for Defendants

On the brief:

Samuel J. McNulty, Esq.

STATEMENT OF FACTS

Please refer to attached Certifications submitted herein.

LEGAL ARGUMENT

PRELIMINARY STATEMENT

Plaintiff seeks broad injunctive relief as set forth in the Order to Show Cause and in Count Two of the Verified Complaint. It is apparent however, that the defects that the plaintiff alleges in the form of ballots and process cannot be reasonably construed to have affected the outcome of the election or that the alleged defects undermined the integrity of the process. The Association was guided by general corporate counsel and the Board relied in good faith on the advice of counsel.

Further, plaintiff, Mr. Wine, is a sitting board member but was not a candidate himself in the election that occurred in November 2025. Those candidates who were not elected to the Board have not joined Mr. Wine's litigation nor are we aware of any protest filed by them. Notwithstanding the allegations made in the pleadings, it is apparent that eligible members of the Association received adequate notice of the election, that voting procedures were uniformly applied and that the balloting was free from coercion, misinformation or disenfranchisement. It is the defendant's position that the tabulation of votes was conducted in good faith, with the presence of legal counsel, a third-party vendor tabulating electronic votes and the appointment of an election committee of disinterested other members of the

Association who oversaw the election process and tabulation on the evening of the November 2025 election.

Plaintiff himself admits that the primary issue involving him directly was that he appeared after the time allotted for casting ballots and his efforts to cast his own ballot and several proxies after the time advertised when tabulation had already commenced. The volunteer election committee after consultation with the Association's legal counsel determined that his vote and several proxies should not be counted. However, plaintiff admits that his ballots and the proxies would not have affected who was elected. Rather, he asserts that had his ballot and his proxies been counted that his favored candidate would have received a three-year term on the board rather than a two-year term on the board.

The Association respectfully argues that plaintiff has not met his burden to support temporary relief from this court. Moreover, under N.J.S.A. 15A:5-23, there is no basis for the broad relief that is requested by the plaintiff such as the court ordering a new election and specifying new or special election procedures. Rather, it is apparent that any irregularities were technical or immaterial, and that the election substantially complied with governing law. Accordingly, it is appropriate for the court to confirm the election as equity favors stability and continuity.

Point I.

**ALL CRITERIA NECESSARY TO SECURE TEMPORARY
RESTRAINTS HAS NOT BEEN SATISFIED BY PLAINTIFF**

A party who seeks temporary injunctive relief has the burden of demonstrating that sufficient grounds exist to grant the remedy. The same criteria which control the issuance of a preliminary or interlocutory injunction apply to temporary relief. The trial judge's exercise of discretion in determining whether to grant or deny injunctive relief rests on an analysis of several factors that case law has established in determining the preliminary or interlocutory injunction apply to temporary relief. The trial judge's exercise of discretion in determining whether to grant or deny injunctive relief rests on an analysis of several factors that case law has established in determining the propriety of temporary injunctive relief. These criteria include:

- 1) The existence or threat of irreparable harm to the plaintiff if the injunctive relief is denied.
- 2) The balancing of this harm with the injuries suffered by the defendant if the injunction is granted.
- 3) The reasonable probability that the Plaintiff will prevail on the merits.
- 4) The extent of the public interest.

All four criteria have not been met in this case, and consequently, temporary restraints should not issue.

**A. Plaintiff Has Not Established the Existence or Threat
of Irreparable Harm if Injunctive Relief is Denied**

First, according to New Jersey Court rule 4:52-1, immediate and irreparable injury, loss or damage constitutes the ground for

the issuance of temporary injunctive relief. Within the rubric of immediate or irreparable harm or damage, the harm to the plaintiff and to the defendants is considered. Plaintiff's harm must be irreparable and must not outweigh the harm to the defendants. See Rule 4:52-1; see also, Suenran v. The Society of the Valley Hospital, 155 N.J. Super. 593, 597 (Law Div. 1977).

In this case, plaintiff has no threat of irreparable harm, he was not a candidate to the election and although he alleges that at the November 2025 election that his ballot and those several proxies he sought to cast for others were disallowed by the election committee because plaintiff sought to cast them after the time established for the casting of ballots and because tabulation of the ballots had commenced and was ongoing. Further, plaintiff admits in his papers that if his ballots had been counted that they would not have affected the outcome of the election, only the allocation of terms for two of those elected. It is noteworthy that plaintiff who sits on the Board, complains because one of his allies was awarded a two-year term, rather than a three-year term. However, that person is not a party to this action.

Thus, plaintiff cannot establish that he will suffer irreparable harm absent restraints.

B. The Balancing of Plaintiff's Potential Injury With Injuries Suffered by the Defendants if Injunctive Relief is Granted Reveals that the Harm to the Defendants Greatly Outweighs any Harm to the Plaintiff.

As the Certifications submitted on behalf of the defendants in this case demonstrate, the restraints requested by the plaintiff, if placed upon the Association, will result in instability and disrupt the continuity of the operations of the Society Hill at Piscataway Condominium Association. The plaintiff seeks broad injunctive relief, not simply the overturning of the 2025 election, but 1) ordering a new election; 2) seeking a new call for nominations from the members; 3) requiring that four sitting board members effectively be removed from their seats and that their positions be the subject of replacement; 4) require that the Association hire an "independent outside auditor" to conduct the process and election; 5) have the election conducted on paper notwithstanding the consent of members to participate in elections electronically through the use of a third party vendor as in the past.

Further, the temporary restraints requested by plaintiff are in three alternatives in the second count of the Verified Complaint, which are even more broad and far-reaching, and which are not justified under the alleged defects. Further, plaintiff requests that all this action be accomplished on an expedited

basis, that is within 45 days. The equities favor the Association in this respect.

C. **The Probability that the Plaintiff Will Prevail on the Merits is Unlikely.**

The next factor considered by the courts in granting a temporary restraining order is the reasonable probability of eventual success on the merits of plaintiff's claim. See New Chancellor Cinema, Inc. v. Town of Irvington, 169 N.J. Super. 564, 572 (Law Div. 1979). Plaintiff will not be successful on the merits under the facts of this case.

Plaintiff himself admits that the primary issue involving him directly was that he appeared after the time allotted for casting ballots and his efforts to cast his own ballot and several proxies after the time advertised when tabulation had already commenced. The volunteer election committee after consultation with the Association's legal counsel determined that his vote and several proxies should not be counted. However, plaintiff admits that his ballots and the proxies would not have affected who was elected. Rather, he asserts that had his ballot and his proxies been counted that his favored candidate would have received a three-year term on the board rather than a two-year term on the board.

The Association respectfully argues that plaintiff has not met his burden to support temporary relief from this court. Moreover, under N.J.S.A. 15A:5-23, there is no basis for the broad relief that is requested by the plaintiff such as the court

ordering a new election and specifying new or special election procedures. Rather, it is apparent that any irregularities were technical or immaterial, and that the election substantially complied with governing law. Accordingly, it is appropriate for the court to confirm the election as equity favors stability and continuity.

D. The Public Interest Does Not Support a Grant of Temporary Restraints Under the Facts of this Case.

Lastly, the public interest in a case is the final factor in the court's decision whether to grant or deny an injunction. "The degree to which the granting or denial of the requested injunctive relief furthers or inhibits the public interest and the policy considerations that underlie the positions of either party influences the judge in determining which party should prevail".

See Punnett v. Carter, 621 F.2d 578 (3d Cir. 1980).

There is no showing by plaintiff that the voting rights of any candidate or member were substantially impaired or that there are facts to show that the confidence of the members in the governance of the non-profit organization were undermined by the 2025 election. Further, as plaintiff is alleging bad faith, credibility determinations are central and should be considered. Here, plaintiff simply throws allegations and seeks not only the disruption of the Board with removal of four members, but the total stay and disruption of all action by the Board. Any votes that have been taken or which may be taken while the requested new

election and removal process will be voidable if the relief is granted and this is inconsistent with public policy.

Under the business judgment rule, the Board Members' decisions should stand unless the court finds the Board's acts were fraudulent, self-dealing or unconscionable. Committee for a Better Twin Rivers v. Twin Rivers Homeowners Association, 192 N.J. 344, 369 (2007); Papalexiou v. Tower West Condominium, 167 N.J. Super. 516, 526 (Ch. Div. 1979). The New Jersey Supreme Court has explained the rule:

The business judgment rule has its roots in corporate law as a means of shielding internal business decisions from second-guessing by the courts. Under the rule, when business judgments are made in good faith based on reasonable business knowledge, the decision makers are immune from liability from actions brought by others who have an interest in the business entity. The business judgment rule generally asks (1) whether the actions were authorized by statute or by charter, and if so, (2) whether the action is fraudulent, self-dealing or unconscionable.

Seidman v. Clifton Sav. Bank, 205 N.J. 150, 175 (2011) (quoting Green Party v. Hartz Mountain Indus., 164 N.J. 127, 147-48 (2000)). Under the business judgment rule, a governing board's decision will be invalidated only if (1) it is not authorized by statute or the association's governing documents, or (2) the board's action is fraudulent, self-dealing or unconscionable. Id. "Courts will not second-guess the actions of directors unless it appears that they are the result of fraud, dishonesty or incompetence." Id. citing Sarner v. Sarner, 62 N.J. Super. 41, 60 (App. Div. 1960).

Accordingly, a court or litigant's disagreement with the Board Member's analysis of a situation is not sufficient to overrule their decision.

Here, granting a temporary restraining order would be contrary to public interest and to public policy.

Point II

DEFENDANT'S MOTION TO CONFIRM THE ELECTION SHOULD BE GRANTED.

Under N.J.S.A. 15A:5-23, this court may confirm the election which is the subject of the filed Verified Complaint. Based upon the admissions made by the plaintiff in the Verified Complaint and in the supporting papers to his request for interlocutory relief, the Association's election substantially conformed to the statutory framework and the governing documents of the Association. The plaintiff admits that he was not a candidate, it is apparent that none of those members who stood for election have complained or are plaintiffs, and that the principle complaints are alleged technical deviations relating to the ballot. Plaintiff admits that his main complaint was when he sought to cast ballots after voting had already commenced, that the election committee, with the assistance of the Association's general corporate counsel, declined to accept the ballots. Plaintiff admits that this did not affect the outcome of who was elected. He admits that it resulted only in one of the candidates receiving a two-year term and one receiving a three-year term.

Under the circumstances it would be appropriate and proper for the court to confirm the election and decline the substantial requested relief sought by the plaintiff.

CONCLUSION

Because all elements necessary to secure temporary restraints have not been established by the plaintiff in this case, injunctive relief should not be granted in plaintiff's favor. Further, the court should properly confirm the November 2025 election of Society Hill at Piscataway Condominium Association, Inc. pursuant to N.J.S.A. 15A:5-23.

Respectfully submitted,

HUESTON MCNULTY, P.C.

Attorneys for the Defendants,
Society Hill at Piscataway
Condominium Association, Inc. and
Board of Trustees

Samuel J. McNulty

By: _____
SAMUEL J. MCNULTY, ESQ.

Dated: 1-8-26

Hueston McNulty

ATTORNEYS AT LAW

A PROFESSIONAL CORPORATION

SAMUEL J. MCNULTY, ESQ.
MEMBER OF THE FIRM

ADMITTED IN NJ, NY, PA
CERTIFIED CIVIL TRIAL ATTORNEY

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DEFENSE AND GENERAL COUNSEL
SERVING NEW JERSEY, NEW YORK & PENNSYLVANIA

January 8, 2026

VIA ECOURTS & NJLS

Hon. Thomas D. McCloskey, J.S.C.
Middlesex County Courthouse
56 Paterson Street, Courtroom 306
New Brunswick, NJ 08901

RE: Kevin Wine v. Society Hill at Piscataway Condominium Association, Inc., et al
Docket No.: MID-C-204-25
Our File No.: 10565

Dear Judge McCloskey:

Our law firm represents defendant, Society Hill at Piscataway Condominium Association, Inc., in the above captioned matter. Enclosed please find a courtesy copy of our motion seeking to confirm the November 2025 election of Society Hill at Piscataway Condominium Association, Inc. pursuant to N.J.S.A. 15A:5-23, returnable before Your Honor on Friday, January 23, 2026.

Thank you for your anticipated courtesies in this regard.

Respectfully submitted,
HUESTON MCNULTY, P.C.

Samuel J. McNulty

By:

SJM/kk
Enclosure

SAMUEL J. MCNULTY, ESQ.

cc: Kevin Wine