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Date of Document 8/28/2018	Type of Document <i>Amendment to By-Laws</i>
First Party Name Clearbrook Condominium Association	Second Party Name
Additional First Parties	Additional Second Parties

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY.

Block	Lot
Municipality Monroe	Consideration
Mailing Address of Grantee Ronald L. Perl, Esq. Hill Wallack LLP 21 Roszel Road Princeton, NJ 08543	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY.

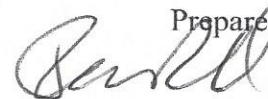
Original Book 05765	Original Page 0762
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Prepared by:



RONALD L. PERL, ESQ.

AMENDMENT TO THE AMENDED BY-LAWS OF
CLEARBROOK CONDOMINIUM ASSOCIATION NO.3.
(the "Association")

CAPITAL CONTRIBUTION AND RENTAL RESTRICTION

THIS AMENDMENT to the By-Laws is made this 28th day of August, 2018 by the CLEARBROOK CONDOMINIUM ASSOCIATION NO.3, a New Jersey nonprofit corporation, located in the Township of Monroe, County of Middlesex and State of New Jersey (hereinafter referred to as "Section 3").

This amendment, which was approved by a vote of the unit owners in accordance with Article XVI of the Bylaws, amends the Amended Bylaws of the Association recorded in the Office of the Middlesex County Clerk on December 27, 2006 in Deed Book 05765 at Page 0762 et seq.

Record and Return:
Ronald L. Perl, Esq.
HILL WALLACK LLP
21 Roszel Road
P.O. Box 5226
Princeton, New Jersey 08543-5226

Proposed Amendments to the Bylaws of

CLEARBROOK CONDOMINIUM, ASSOCIATION NO.3

1. ARTICLE IX Section 16

Article IX, Section 16 of the of the Bylaws is hereby amended to read::

Section 16. Contribution to Working Capital . Each purchaser of a unit shall pay to the Association upon acquisition of title to his/her Unit a nonrefundable and non-transferable contribution to the working capital of the Association in the amount of One Thousand Five Hundred Dollars (\$1,500) to provide the Association with a working capital reserve, which may be used toward payment of any budgeted operating expense of the Association or, if not needed for such purposes, may be allocated to the Association's operating contingency or repair and replacement and/or deferred maintenance reserves. Payment of such contribution shall be a condition precedent to the exercise of rights of membership in the Association upon the initial sale or subsequent transfer of title to a Unit. Any unpaid working capital contribution shall be deemed a lien on the Unit in the same manner as any unpaid Common Expenses attributable to such Unit.

The remainder of Article IX shall remain unchanged.

2. ARTICLE XXIII

A new Article XXIII is hereby added to the Bylaws as follows:

OWNERSHIP, OCCUPANCY AND RENTAL RESTRICTIONS.

Section 1. Owner Occupancy Requirement. No Home shall be rented until such Owner(s) shall have occupied the Home for an uninterrupted period of two (2) years. For purposes of this restriction it is recognized that for estate planning purposes, the children or a family trust may be the record title owner of a Home that is occupied by the "equitable owners." In such cases, occupancy by the equitable owners is permissible during the first two years of ownership.

Section 2. Owner May Only Own One Unit. No individual, or entity in which such individual possesses at least a 10% ownership interest, may own more than one unit in the condominium.

Section 3. Limitation on Number of Rental Units. At no time may more than ten (10) Units be leased, rented, licensed or let (collectively referred to as "leased") at any one time. To ensure that this limitation is not exceeded, a Unit Owner who intends to lease his/her Unit shall

first seek the consent of the Board to lease, whereupon the Board will notify the Unit Owner if this limitation has been met. In such event, the Unit Owner shall not seek to or let the Unit. If this limit has not been met, permission shall not be unreasonably withheld. All such requests shall be granted upon a first come/first serve basis; provided, however, that the Board shall endeavor to ensure that all Unit Owners who so desire are granted an opportunity to lease their Unit with the aforesaid limitation for which purpose they may establish Rules and Regulations.

Section 4. Definition of Tenant. For purposes of these Bylaws, a “tenant” shall include any individual residing in a Unit that is not owner-occupied, whether or not rent is being paid. Any person not an Owner who resides in a Unit for more than thirty (30) days (whether or not the Owner is present) will be deemed a tenant and the Owner must comply with all use restrictions under the Master Deed and these Rules and Regulations, if any, applying to tenancies, unless the Owner provides proof to the reasonable satisfaction of the Board that the person residing in the Unit is not a tenant. .

Section 5. Minimum Term of Lease. Subject to the restriction in Section 3 no Unit may be rented for a term of less than one (1) year.

Section 6. No Transient or Hotel Purposes. A Unit may not be utilized for transient or hotel purposes, which shall be defined as the provision of customary hotel services such as room service for food and beverages, maid service, furnishing laundry or linen and bellboy service. No Unit Owner may lease less than an entire Unit.

Section 7. Leases to be in Writing and Subject to Governing Documents. All leases must be in writing and made subject to all the provisions of the Master Deed, By-Laws, Articles of Incorporation and Rules and Regulations of Section 3 (collectively “Governing Documents”). All leases must further state that any failure of a tenant to comply with the Governing Documents shall constitute a default under the lease and shall be grounds for eviction. A copy of the fully executed release shall be provided to Section 3 as a condition precedent to the right to lease the Unit.

Except as amended herein, the remainder of the Association’s Bylaws shall remain in full force and effect.

IN WITNESS WHEREOF, the Clearbrook Condominium Association No. 3 has affixed its hand and seal the day and year first above written.

ATTEST:

Clearbrook Condominium Association No. 3.

By: Pat Feeney
Pat Feeney, Secretary

By: Allan E. Brown
Allan E. Brown, President

STATE OF NEW JERSEY

SS.:

COUNTY OF MIDDLESEX

I CERTIFY that on 8/31/, 2018, Patricia Feeney personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person, Patricia Feeney, is the Secretary of the Clearbrook Condominium Association No. 3, a nonprofit corporation of the State of New Jersey, named in this document;
- (b) this person signed this document as attesting witness for the proper corporation officer who is Allan Brown, the President of the corporation;
- (c) this person knows the proper corporate seal of the corporation and the proper corporate seal was affixed;
- (d) this document was signed and delivered by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors; and
- (e) this person signed this acknowledgment to attest to the truth of these facts.

JS. G. Patel
Signed and sworn to before me on

8/31/, 2018

JAYA G PATEL
Notary Public
State of New Jersey
My Commission Expires Mar. 23, 2021
I.D.# 2342161

Notary Public of New Jersey

8/31/2018

