



CLEARBROOK COMMUNITY ASSOCIATION
1 Clearbrook Drive, Monroe Township, NJ 08831
p. (609)-655-2706
www.clearbrook-nj.com

February, 2023

To Real Estate Agents:

I am forwarding the Clearbrook Community Association's procedures for real estate agents active in our community. Clearbrook is aware of how important realtors and prospective residents are to our community, and the importance of clear and definitive procedures and information that will keep you up to date and well informed.

These procedures will also aid in keeping our staff informed of purchases and/or rentals on a timely basis in order that all necessary papers are processed and monies due are collected before the new resident moves in. Timely communication will help eliminate any confusion at closing and when the new resident arrives at Clearbrook for their welcoming orientation.

Clearbrook Community Association is a master association made up of eighteen individual condominium associations which are referred to as Sections. The following information and forms will help you and your clients in selling, renting, or purchasing a unit in Clearbrook:

- Real Estate Agent Information and Guidelines
- Clearbrook Community Association Bylaws – Age Restriction Limitations
- Sections by Unit Address
- List of Condominium Associations and Membership Fees
- Monthly Maintenance Fees Per Section
- Maintenance Letter: Repair Work on Listed Properties
- Disclosure Statement for Prospective Purchasers
- Contracted Buyer Information
- Notice of Intent to Sell
- Notice of Intent to Rent
- Lease Rider
- Resolution Regarding the Use of Amenities and Facilities by Owners Leasing Their Units
- Condominium Statement
- New Owner Architectural Information; Satellite Dish Regulations
- Contacts Regarding Rentals

If you have any questions regarding the enclosed, please do not hesitate to call our office. Our administrative personnel will be more than happy to answer any questions you may have.

Very truly yours,

Donna Galindo

Donna Galindo, CMCA
General Manager



Real Estate Agent Information and Guidelines

General Information:

1. Clearbrook is an age restricted community as defined by the FHA with amenities geared toward active adults. **Although we have a 24-hour emergency nursing service in our community, the nurses are not equipped to handle or aid residents requiring daily assistance as is available in nursing homes, in assisted living facilities, or with visiting nurse services.**
2. One resident of a unit *must* be 55 years of age, all other residents *must* be at least 48 years of age.
3. Underage guests may visit in the community for a period not to exceed three months in any calendar year.
4. Units are not to be rented for less than the period specified in the Section governing documents. It is recommended that renters obtain renters insurance for the length of the lease and provide a copy of their insurance to the administrative office.
5. **Resident parking is limited to 2 spaces.** These spaces are located in the garage and driveway, or if the unit has no garage, in 2 marked parking spaces in an adjacent parking lot. Overnight parking of commercial vehicles is prohibited in the community. Recreational vehicle parking, allowed in designated areas by permit only, is very limited.
6. It is suggested that unit owners purchase an insurance policy that will cover their personal possessions and their portion of the Association's deductible, if applicable in your Section, to protect themselves against liability and property loss. A letter containing the coverage for units under the CCA policy is available in the administrative office.

Seller Agent Guidelines:

1. Notify the administrative office when a unit has been listed for sale or rent.
2. Include the name and phone number of the seller's attorney.
3. Open houses are not allowed in our community.
4. For sale signs are prohibited in our community.
5. Regarding repair work on listed properties, please refer to the attached letter from our Facilities Manager.

Buyer's Agent Guidelines:

1. **At closing**, the attached "Disclosure Statement" must be completed and sent to our administrative office. Along with the signed and completed "Disclosure Statement", four checks must be submitted:
 - a. to the appropriate Condominium Association for the Section Condominium Membership Fee (see attached list),
 - b. to the Clearbrook Community Association for the CCA Membership Fee in the amount of \$1,300.00, and
 - c. to the Clearbrook Community Association for administrative costs in the amount of \$100.00.
 - d. to the Taylor Management Company for administrative costs in the amount of \$295.00.
2. The seller is responsible to furnish the Section master deed and bylaws and the CCA bylaws to the purchaser. If not available, copies may be obtained from our administrative office for a fee of \$50.00.
3. Notify the administrative office of the name and phone number of the buyer's attorney.
4. The buyer assumes the responsibility for all unpaid monies due the Association if the account for the unit being sold is not paid up to date by closing. Information regarding outstanding payments is given in writing and by written request only.
5. Renters and owners are required to complete the attached "Lease Rider". The completed Rider must be sent to the administrative office along with a signed lease and the \$250.00 annual lease administration fee. It is recommended that all renters obtain renters insurance (HO4) and provide a copy to the administrative office.

Clearbrook Community Association Contact:

All questions and information should be forwarded to our administrative office: phone 609-655-2706, or email at srykus@taylormgt.com.



CLEARBROOK COMMUNITY ASSOCIATION
1 Clearbrook Drive, Monroe Township, NJ 08831
p. (609)-655-2706
www.clearbrook-nj.com

Age Restriction Limitations as per Clearbrook Community Association Bylaws

Section 9.3 Age Restriction. Any person using and occupying a Unit must comply with one of the following standards: (a) be 55 years of age or older; (b) be 48 years of age or older provided at least one other person residing in the Unit is 55 years of age or older; (c) person, regardless of age, residing with and providing physical or medical assistance to an occupant who satisfies the standard contained in either subpart (a) or (b) of this sentence ("Permissible Occupant"), provided (i) such person is necessary in accordance with a medical doctor's certification to allow the Permissible Occupant to have full use and enjoyment of the Unit; and (ii) where the Permissible Occupant suffers from a handicap, as defined under the federal Fair Housing Act and the regulations promulgated thereunder.

Visitor occupants of any age shall be permitted to visit a Unit for up to three months in any calendar year.

In order to qualify as a valid age-restricted community under the federal Fair Housing Amendments Act each Owner shall complete a survey or census concerning the age of the residents occupying each Unit. Each Owner shall promptly respond to any survey or census provided by the Condominium Association in compliance with law and any other requirements as may hereafter be imposed by the state or federal government to maintain its qualified age-restricted status.

Sections by Unit Address

Clearbrook is separated into 18 different associations called “Sections”.
You can determine which section an address falls under
by finding the corresponding unit number below.

| Section | Unit Address |
|---------|--|
| 1 | 1 – 40 |
| 2 | 41 – 72 |
| 3 | 73 – 116 |
| 4 | 251 – 294* Belmar, Corylus, Crosse, Monroe. Tabor, Vernon, Haddon |
| 5 | 117 – 158 |
| 6 | 159 – 205 |
| 7 | 206 – 229, 234 – 244 |
| 8 | 230 – 232, 245 – 306* Branch, Convent, Doremus, Flanders, Glen, Oradell, Yardley |
| 9 | 307 – 352 |
| 10 | 353 – 413 |
| 11 | 414 – 456 |
| 12 | 457 – 513, 1201 – 1210 |
| 14 | 514 – 535, 700 – 719, 740 – 770 |
| 15 | 536 – 555 |
| 16 | 720 – 739, 771 – 784, 786, 795 – 824 |
| 17 | 600 – 631, 652 – 655, 825 – 831 |
| 18A | 556-592, 632-651 |
| 18B | 656 – 672, 785, 787 – 793, 832 – 854, 1211 – 1213 |

*Please note that sections 4 and 8 have like unit numbers. All others are unique.



CLEARBROOK COMMUNITY ASSOCIATION
1 Clearbrook Drive, Monroe Township, NJ 08831
p. (609)-655-2706
www.clearbrook-nj.com

OFFICIAL SECTION NAMES AND MEMBERSHIP FEES

| | |
|--|-------------|
| Clearbrook Condominium Association No. 1 | \$ 1,640.00 |
| Clearbrook Condominium Association No. 2 | \$ 1,500.00 |
| Clearbrook Condominium Association No. 3 | \$ 1,500.00 |
| Clearbrook Condominium Association No. 4 | \$ 1,300.00 |
| Clearbrook Condominium Association No. 5 | \$ 1,251.00 |
| Clearbrook Condominium Association No. 6 | \$ 1,100.00 |
| Clearbrook Gladstone Village Condominium Association No. 7 | \$ 1,000.00 |
| Clearbrook Hampton Village Condominium Association No. 8 | \$ 1,737.00 |
| Clearbrook Kensington Village Condominium Association No. 9 | \$ 1,350.00 |
| Clearbrook Lancaster Village Condominium Association No. 10 | \$ 1,440.00 |
| Clearbrook Malden Village Condominium Association No. 11 | \$ 1,458.00 |
| Clearbrook Nottingham Village Condominium Association No. 12 | \$ 1,296.00 |
| Clearbrook Oxford Village Condominium Association No. 14 | \$ 1,458.00 |
| Clearbrook Pickwick Village Condominium Association No. 15 Inc. | \$ 1,000.00 |
| Clearbrook Queensway Village Condominium Association No. 16 Inc. | \$ 1,269.00 |
| Clearbrook Regency Village Condominium Association No. 17 Inc. | \$ 1,377.00 |
| Clearbrook Stuart Village Condominium Association No. 18A Inc. | \$ 1,206.00 |
| Clearbrook Tudor Village Condominium Association No. 18B Inc. | \$ 1,035.00 |

In addition to the fees above there is a \$1,300.00 closing contribution fee for membership in the Clearbrook Community Association, a \$100.00 CCA administrative fee and a \$295.00 administrative fee payable to Taylor Management Company.



CLEARBROOK COMMUNITY ASSOCIATION
1 Clearbrook Drive, Monroe Township, NJ 08831
p. (609)-655-2706
www.clearbrook-nj.com

2024 Monthly Maintenance Fees per Section

| <u>SECTION</u> | <u>AMOUNT (\$)</u> | <u>SECTION</u> | <u>AMOUNT (\$)</u> |
|----------------|--------------------|----------------|--------------------|
| 1 | 483.00 | 10 | 445.00 |
| 2 | 464.00 | 11 | 448.00 |
| 3 | 478.00 | 12 | 428.00 |
| 4 | 419.00 | 14 | 444.00 |
| 5 | 420.00 | 15 | 415.00 |
| 6 | 451.00 | 16 | 425.00 |
| 7 | 465.00 | 17 | 433.00 |
| 8 | 478.00 | 18A | 413.00 |
| 9 | 437.00 | 18B | 400.00 |



CLEARBROOK COMMUNITY ASSOCIATION
1 Clearbrook Drive, Monroe Township, NJ 08831
p. (609)-655-2706
www.clearbrook-nj.com

June 2022

Re: Repair Work on Listed Properties

To Real Estate Agents:

It is the Clearbrook Community Association's policy that our maintenance department will do repair work on a unit listed for sale at the owner's expense, *only* if requested by the following:

1. the unit owner,
2. the executor (executrix) of an estate, or
3. the person with power of attorney.

The executor or the person with power of attorney must provide us with documentation to prove this authority and an address to which the bill for repairs should be sent.

Please keep in mind that repair work must be scheduled at least three to five days in advance. If due to excess demand the work cannot be performed within three to five days, it will be performed as soon thereafter as time permits. Also, it is the policy of the CCA that our maintenance staff does not enter a unit to do repair work without an owner or authorized person present as long as any personal property is still in the unit.

Payment of completed repair work is due upon receipt of invoice; outstanding balances will be deducted at closing. Once paperwork has been sent to the attorney for closing, additional work orders will not be accepted by this department.

If you have any questions, please do not hesitate to call our maintenance office at 609-655-5890. Thank you for your cooperation regarding this policy.

Very truly yours,
Maintenance Department



DISCLOSURE STATEMENT FOR PROSPECTIVE PURCHASERS

ONCE UNDER CONTRACT, e-mail this form to Susan Rykus, srykus@taylormgt.com

The "Purchaser(s)" _____, has/have contracted to purchase the unit located at _____ within the Clearbrook Community Association, (the "Association"), and the Clearbrook Condominium Association, (the "Condominium"), Section No. _____. The closing date is estimated to be _____.

The Association is a community association formed in accordance with the laws of Monroe Township and the State of New Jersey and the Condominium is governed by the New Jersey Condominium Act, N.J.S.A. 46:8B-1, et seq.

Upon purchase of such unit, the Purchaser will automatically become a member of the Condominium, Section No. _____, and the Clearbrook Community Association. The Board of Directors of the Association and the Board of Directors of the Section Condominium seek to ensure that *new purchasers* of units within the Association and the Condominium receive adequate notice of the rights and responsibilities incumbent upon all members of the community.

NOW THEREFORE:

1. Purchaser acknowledges that copies of the Master Deed and Bylaws of the Clearbrook Condominium Section No. _____ and the Bylaws of the Clearbrook Community Association will be obtained prior to closing. **(Copies are to be furnished by Seller.) Documents may be viewed at www.clearbrook-nj.com under the "governing documents" tab prior to closing.**
2. Purchaser agrees to abide by and comply with the terms of the Clearbrook Community Association's Bylaws, Rules and Regulations, the Clearbrook Condominium Association's Master Deed, Bylaws, Rules and Regulations and all amendments and addenda thereto.
3. Purchaser agrees to abide by and comply with the **Federal Fair Housing Amendment Act of 1988 (FHA) and the Monroe Township Ordinance requiring "one resident of the premises must be 55 years of age or older and all other residents must be at least 48 years of age." Proof of age of all persons residing in the unit (driver's license, passport, or birth certificate) must accompany this document.**
4. Purchaser acknowledges that Clearbrook is a qualified age restricted community, as defined by the FHA, **not an assisted living facility**. Although there is a 24-hour emergency nursing service within the community, the nurses are not equipped to handle or aid residents requiring daily assistance as is available in nursing homes, assisted living facilities or via visiting nurse services.
5. Each purchaser of a unit in Clearbrook is required to pay a non-refundable membership fee to the Master Association of \$1,300.00 and a non-refundable sum of \$100.00 for administrative fees. Each purchaser is also required to pay a non-refundable membership fee to the Condominium Association of \$_____ to be paid at closing. Purchaser must obtain written confirmation of the common expense account for the unit being purchased by requesting a **Statement of Accounts** from Taylor Management (Celeste Tortorici/celestet@taylormgt.com). Any past due charges not paid at closing will become the responsibility of the purchaser.

ACKNOWLEDGEMENT OF RECEIPT:

By signing his/her/their names below, the undersigned affirmatively acknowledge(s) that he/she/they have read, understood and consented to the information contained within this statement.

Purchaser's Signature

Date

Purchaser's Signature

Date

Present Address

Present Phone Number



Notice of Intent to Sell

Once a unit is placed on the market for sale the Clearbrook Administration Office must be notified. Please complete all information below and return this form to the administration office or email to srykus@taylormgt.com

Owner information:

Owner name(s): _____

Section #: _____ Address: _____

Phone #: (_____) _____ E-mail: _____

Check here if the unit is currently vacant

Check here if the unit is being sold without a realtor (for sale by owner)

Realtor information (if using a realtor):

Real Estate Agency listed with: _____

Real Estate Agency Address: _____

The listing agent's name is: _____

E-mail address: _____

Office Phone #: (_____) _____ Cell Phone #: (_____) _____

My realtor will obtain the realtor packet including "Real Estate Agent Information and Guidelines" and required paperwork. Copies of the packet can be obtained at the Administration office or on Clearbrook's website: www.clearbrook-nj.com under Realtor's Info. We encourage listing agents to post the realtor packet document on their Multiple Listing Service listing.

Date

Unit Owner's Signature

Date

Unit Owner's Signature



CLEARBROOK COMMUNITY ASSOCIATION
1 Clearbrook Drive, Monroe Township, NJ 08831
p. (609)-655-2706 f. (609)-655-9688
www.clearbrook-nj.com

Once Under Contract - Contracted Buyer Information

No financial information will be provided until this form and Disclosure Statement are ACCURATELY completed and returned to Susan Rykus, Resident Coordinator, srykus@taylormgt.com

Unit Address: _____ Section #: _____

Buyer(s) Name: _____

Phone #: (_____) _____ E-mail: _____

Buyer's Attorney and/or Title Company: _____

Name

Phone Number

E-mail

As per the New Jersey Department of Community Affairs, Clearbrook is required to notify the Division of Housing of non-owner-occupied units. Units occupied by a relative or trustee of the unit owner do not apply. Will this unit be Owner-Occupied? YES _____ NO _____

If YES, anticipated move-in date: _____

If you ARE NOT going to live in the unit, mailing address is:

Street Address _____ City _____ State _____ Zip _____

Resident name(s): _____

Relationship to owner(s): _____

Resident Phone #: (_____) _____ E-mail: _____

Will you be renting out the unit? Yes No

If yes, Realtor Name: _____

Realtor Phone #: (_____) _____ E-mail: _____

If you plan on making any renovations to the unit, you must contact the Architectural Secretary in the Administration office to obtain an application & architectural guidelines.

Contracted Buyer Signature: _____ Date: _____

Contracted Buyer Signature: _____ Date: _____



Notice of Intent to Rent

Once a unit is placed on the market to rent the Clearbrook Administration Office must be notified. Please complete all information below and return this form to the administration office or email to srykus@taylormgt.com

Owner information:

Owner name(s): _____

Address for Rent: _____ Section #: _____

Phone #: (_____) _____ E-mail: _____

- Check here if the unit is currently vacant
- Check here if the unit is being rented without a realtor (for rent by owner)

Realtor information (if using a realtor):

Real Estate Agency listed with: _____

Real Estate Agency Address: _____

The listing agent's name is: _____

E-mail address: _____

Office Phone #: (_____) _____ Cell Phone #: (_____) _____

My realtor will obtain the realtor packet including "Real Estate Agent Information and Guidelines". Copies can be obtained at the Administration office or on Clearbrook's website at www.clearbrook-nj.com under Realtor's Info. This information ensures that the unit owner, as well as the real estate agents and prospective renters, are informed and making sure all necessary paperwork is processed.

I understand that upon submission of a new lease or a lease renewal, an administrative fee of \$250.00 is payable from the unit owner to Clearbrook Community Association.

Date

Unit Owner's Signature

Date

Unit Owner's Signature



All leases for units in Clearbrook shall contain the following Lease Rider and a copy of each and every lease shall be provided to the Clearbrook Community Association within ten days of execution, but in all events prior to the tenant moving into Clearbrook.

Lease Rider

Landlord: _____ Phone #: (_____) _____

Tenant Name: _____ Phone #: (_____) _____

Unit Address: _____

Date of Lease: _____

Names and Ages of Each Resident of Unit: _____

_____ The
Tenant has attached to this lease rider as Exhibit "A" a copy of each Tenant's driver's license, birth certificate or other form of government-issued proof of age.

Vehicles (Make, Model, Year and License Number of each): _____

The Lease to which this Rider is annexed is subject to the following terms and conditions:

Lease Subject to All Association Governing Documents.

The Tenant acknowledges that the property being leased is part of a condominium and the Landlord is a member of the Association that manages the condominium. Tenant shall be obligated to comply with all of the terms and conditions of the master deed, bylaws and rules of regulations of, as applicable, the Clearbrook Community Association and the Clearbrook Section Association in which the Unit is located (collectively the "Governing Documents") including any amendments to any of the foregoing documents that have been adopted before the date of the Lease or may be adopted thereafter. In the event of any failure of the Tenant to so comply, the Landlord and the Tenant shall be jointly and severally responsible for any noncompliance and subject to the enforcement remedies exercised by the Association. This includes the right of the Board to (i) suspend the right of the Tenant to utilize the common elements of the Condominium such as the parking and recreational facilities, it being understood that the Landlord shall have no such rights during the term of the Lease and, (ii) at the Landlord's sole cost and expense, to evict the Tenant from the Unit as Landlord's attorney-in-fact. **The Tenant acknowledges having received a copy of the Governing Documents from the Landlord and having reviewed them in their entirety.**

Violation of Governing Documents is Grounds for Eviction; Extension of Lease.

Notwithstanding any term contained in the Lease to the contrary, if during the term of the Lease Landlord has received two or more written notices from the Association that the Tenant has violated the terms of one or more of the Governing Documents Landlord must, at least 60 days prior to the end of the lease term, provide written notice to the Association of Landlord’s intent to renew or extend the Lease. If the Association Board of Directors (“Board”) determines in the exercise of its reasonable discretion that the Tenant is guilty on more than one occasion in participating in one or more of the following: (a) material interference with the peaceable possession of Units by other residents; or (b) violation of restrictions or rules that negatively impact other residents’ enjoyment of the common facilities for the purpose for which they are intended; or (c) engagement in conduct that endangers the safety of other residents; or (d) engagement in conduct that damages the common elements of the condominium, the Board must, within 14 days following receipt of Landlord’s notice, forward written notice to Landlord that it may not renew or extend the Lease. If the Board does not respond within said 14-day period or consents to the renewal, Landlord may extend or renew this Lease. If the Board approves of the continuation or renewal of the Lease, all provisions of this Lease Rider shall remain in full force and effect, except this Paragraph 2.

Collateral Assignment of Rent.

In the event of any delinquency by Landlord of thirty (30) days or more in the payment of common expense or other charges levied by the Association ("Common Charges"), the Tenant shall, upon receipt of a written request from the Association, pay all such Common Charges directly to the Association and deduct these amounts from its rental payments without being deemed in default under the Lease. Such direct payments shall continue until all such Common Charges are current, including any accelerated sums. This provision shall be deemed a collateral assignment of such rent to the Association by the Landlord to ensure the payment of such Common Charges.

Copy of Lease.

Prior to the commencement of, and as a condition precedent to, the effectiveness of the Lease, an executed copy of the Lease and of this Rider must be furnished by the Tenant to the Clearbrook Community Association together with the names and ages of all of the persons intended to occupy the Unit. No occupancy of the Unit by the Tenant shall be allowed unless and until there is full compliance with this Paragraph. Tenant may not use any of the recreational or other facilities prior to compliance with this provision.

No Amendment or Sublet.

The Lease may not be assigned by the Tenant and no subletting of the Unit shall be permitted without the express prior written consent of the Association. Any such assignment or subletting shall deemed a material violation of the Lease and grounds for eviction by the Landlord, or by the Association as the Landlord's attorney in fact.

Signature of Landlord

Signature of Tenant

Signature of Tenant

Date: _____

Date: _____

EXHIBIT "A"
(Proof of Age)

{N0253917}

CLEARBROOK COMMUNITY ASSOCIATION, INC.
("CCA")

RESOLUTION REGARDING THE USE OF AMENITIES AND FACILITIES BY
OWNERS LEASING THEIR UNITS

P R E A M B L E

A. The Amended Bylaws of the CCA were recorded in the Middlesex County Clerk's office on March 24, 2006 in Deed Book 5647 at Page 171, et seq. (hereinafter, the "Amended Bylaws").

B. The Bylaws empowers the Board of Trustees (the "Board") to 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.

C. Article III, Section 3.15(e) of the Bylaws provides that the Board has the power and authority to make and amend rules and regulations.

D. Article III, Section 3.15(b) of the Bylaws provides that the Board is responsible for the operation, care, upkeep, and maintenance of the Common Property, which includes the amenities and facilities within the community.

E. The Board has determined that when Owners lease a Unit, thereby allowing the tenants to make full use of the common area amenities and other facilities of the Clearbrook Community Association, some Landlord Owners continue to use the amenities and facilities thereby increasing intensity of use beyond what they were designed to accommodate.

F. Except as expressly provided herein, the rules and regulations previously adopted by the Association and the restrictions, covenants, rules and regulations contained in the Governing Documents, as they may have previously been amended, shall not be otherwise amended and shall remain in full force and effect.

G. This Resolution was duly introduced and was thereafter adopted by the Board in accordance with the Bylaws at a regularly scheduled meeting of the Board, at which a quorum was present, by a vote of the members of the Board eligible to vote on this matter.

NOW, THEREFORE, BE IT RESOLVED, on this 28th day of June 2017, that the CCA hereby established and adopts the following rules concerning the use of the common areas by Owners who lease their Unit:

1. **Definitions.** Unless specifically defined otherwise, all capitalized terms used in this resolution have the same meaning as in the Master Deed and Bylaws.

2. **Suspension of Privileges While Leasing a Unit.** Any Unit Owner who leases his/her Unit ("Landlord Owner") shall not be permitted to use the swimming pool, clubhouse, or any other recreational amenity or room of the Association that is part of the Common Property. Tenants will retain the right to make use of the common area amenities and other facilities of the Clearbrook Condominium Association.

3. **Persons Included Under Term "Landlord Owner".** Wherever the term "Landlord Owner" is used in this Resolution it shall include all prior residents of a Unit owned by a Landlord Owner, including, without limiting the generality of the foregoing, any spouse, significant other or family member of the Landlord Owner, unless such person is the Tenant under the lease agreement with the Landlord Owner.

4. **Fines.** Landlord Owners in violation of this Resolution will be fined pursuant to the terms of the CCA Bylaws. Fines for a violation of this Resolution shall not exceed the maximum amount permitted by law, provided that each incident resulting in a violation of the terms of this Resolution, including each day a similar violation occurs, shall be treated as separate violations. Collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of the common expenses.

5. **Authority.** In the event any term or provision of this Resolution contradicts the terms and provisions of the Amended Bylaws, the terms and provisions of the Master De Bylaws shall control. This Resolution shall, however, be construed to afford the greatest amount of power, authority, latitude and discretion to the Board, provided same does not violate the Master Deed, the Bylaws or applicable laws.

NOTICE AND RECORDING. The Association's managing agent is authorized and directed to prepare correspondence, in appropriate form and substance, and thereafter circulate same, along with a copy of this Resolution, to all Unit Owners. The Association also authorizes and directs its legal counsel to arrange for recordation of a copy of this Resolution with the County Clerk's Office in order to establish the recording of this Resolution in the chain of title.

This Resolution shall be effective as of the 28th day of June, 2017.

ATTEST:

CLEARBROOK COMMUNITY
ASSOCIATION, INC.

Juanita Ludwig
Secretary

By: Anne V. Coay
President

STATE OF NEW JERSEY }

}

COUNTY OF MIDDLESEX }

I CERTIFY that on June 28th, 2017, Juanita Ludwig personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Secretary of **Clearbrook Community Association, Inc.** ("CCA"), 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 corporate officer who is Anne Corey, President of the CCA;

(c) this person knows the proper corporate seal of the CCA and the proper corporate seal was affixed;

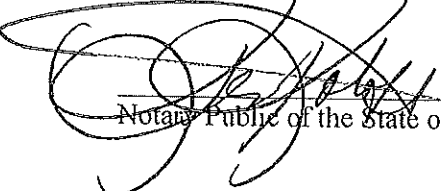
(d) this document was signed and delivered by the CCA as its voluntary act and deed by virtue of authority from its Board of Directors (the "Board");

(e) this person signed this acknowledgment to attest to the truth of these facts; and,

(f) this Resolution was duly introduced and was thereafter adopted at a regular scheduled meeting of the board at which quorum was present, by a majority vote of the members of the Board eligible to vote on this matter.

Juanita Ludwig, Secretary

Signed and sworn to before me on the 28th day of June, 2017.


Notary Public of the State of New Jersey

KRISTINE KOTOFF
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2326223

MY COMMISSION EXPIRES APRIL 14, 2020

Record and Return To:

J. David Ramsey, Esq.
Becker & Poliakoff, LLP
67 Park Place East, Suite 702
Morristown, NJ 07960



CLEARBROOK COMMUNITY ASSOCIATION
1 Clearbrook Drive, Monroe Township, NJ 08831
p. (609)-655-2706
www.clearbrook-nj.com

Condominium Statement

Clearbrook is a Condominium complex consisting of a master association and 18 condominium associations that are commonly referred to as "Sections". To realize many of the advantages of condominium living, unit owners need to understand that when living in close proximity and using facilities in common, there are guidelines and regulations that must be followed. Inherent in condominium living is the giving up of a certain degree of freedom of choice which one might otherwise enjoy in separate, privately-owned property.

In a condominium, unit owners own "from the walls in." The physical exterior of your home and all surrounding space are common elements belonging to the association in which your unit is located. You are encouraged to improve your home keeping the following architectural and landscaping regulations in mind:

As per each Section's bylaws, residents are not permitted to make any changes (additions, alterations and/or modifications) to their Units or modification to the common elements without prior approval. This rule is in place to make certain all changes conform to established building codes and community guidelines, all of which benefit the community in terms of aesthetics, safety and a reasonable degree of uniformity.

Any resident contemplating an architectural or landscaping change to their unit or any modification to the common elements must first contact the Administrative Office to receive an application and all guidelines and forms necessary to submit the approval request. In some cases, a Monroe Township permit may also be required.

Complete Architectural Regulations and Landscape Modification Guidelines can be found at www.clearbrook-nj.com under the *Forms and Regulations* tab in the *Unit Modifications* and the *Landscape Modifications* sections.

UNIT MODIFICATION LIST FOR APPLICATION REQUIREMENTS

3-22-2023

An application packet must be completed for most home improvement projects. If your project involves equivalent replacements of appliances, plumbing/electrical fixtures or cabinets you must check with your section to determine whether an application is required. Painting and flooring do not require an application.

All applications must be returned to the administration office for submission to the Architectural & Landscape Advisory Committee, Section and/or CCA for approval.

Packets and information can be obtained in multiple ways.

1. Online on the Clearbrook website at www.clearbrook-nj.com under the Forms and Regulations tab.
2. Via email request to awolstromer@taylormgt.com.
3. At the Administration office.

The nature of the project will determine which components of the application packet the unit owner is required to submit. All applications must be accompanied by a contractor's license number and certificate of insurance, as well as detailed specifications of the project. Other components that may be required:

1. A **declaration of maintenance obligation (a covenant)** is required for most construction that affects or touches the exterior of the unit.
 - The covenant is to be notarized and accompanied by a check for \$55.00 made out to "The Middlesex County Clerk's Office" for filing fees.
2. Some exterior projects require unit owners to **notify their neighbors** as part of the approval process. Once informed, the surrounding neighbors would then sign the Notice to Neighbors form.
 - Should a neighbor object to the proposed construction, work cannot commence until the matter is rectified. Neighbors have up to five (5) days to object to the proposed plans by submitting their concerns in writing to the administration office.
3. Some projects may also require a **Monroe Township construction permit** (building, electrical, plumbing, mechanical). It is the responsibility of the Unit Owner to have the necessary permits but most contractors will apply and obtain permits on your behalf.
 - Once the project is complete and inspected by Monroe Township, a copy of the permit and the inspection stickers/certificate should then be provided to the administration office. This is the responsibility of the Unit Owner.

Please note that multiple projects can be submitted on one application, as long as all necessary components to the application are included.

The following modifications must be applied for and approved prior to construction. The list below is not all inclusive. Should your project not appear on this list, please contact Administration.

| Type of Modification | Covenant & Check | Notice to Neighbors | Twp. Permit |
|---|------------------|---------------------|-------------|
| Atrium Enclosure | Yes | Yes | Yes |
| Awning – New or Replacement | No | No | No |
| Cabinets/Countertops – New or Relocation | No | No | No |
| Composite Deck – New or Replacement | Yes | Yes | No |
| Door - Front Door Replacement | No | No | No |
| Door - Man Door (Rear Garage Door) New or Replacement | No | No | No |
| Door - Sliding Door Replacement | Yes | No | No |
| Electrical Outlet/Lighting – Additional or Relocation | No | No | Yes |
| Electrical Panel - New/Replacement/Additional | No | No | Yes |
| Fence – New or Replacement | Yes | Yes | No |
| Fireplace / Wood Burning Stove | Yes | No | Yes |
| Garage Door Replacement | No | No | No |
| Generator Portable (transfer switch) (*section permitting) | No | No | Yes |
| Generator Standby (*section permitting, add'l requirements) | Yes | No | Yes |
| Heat Pump System – New or Replacement | No | No | Yes |
| HVAC – Additional or Replacement | No | No | Yes |
| Irrigation System | Yes | No | Yes |
| Landscaping – Contiguous with neighboring units | No | Yes | No |
| Patio – New or Replacement | Yes | Yes | No |
| Patio Enclosure (Patio Room) | Yes | Yes | Yes |
| Patio Enclosure Reno (Replace glass enc. w/walls and doors) | No | No | Yes |
| Plumbing – New or Relocation | No | No | Yes |
| Satellite Dish | No | No | No |
| Shed (Cambridge Models Only) | No | No | No |
| Sheetrock Replacement | No | No | No |
| Sink, Shower, Tub, Toilet Relocation | No | No | Yes |
| Skylight | Yes | No | Yes |
| Solar Tube | Yes | No | No |
| Tub to Shower Stall Conversion | No | No | Maybe |
| Ventilating Fan (Exterior/Attic) | No | No | Yes |
| Vestibule | Yes | Yes | Yes |
| Wall – Loadbearing, Removal | No | No | Yes |
| Wall – Non-loadbearing | No | No | No |
| Water Heater – Replacement | No | No | Yes |
| Windows – New | Yes | No | Yes |
| Windows – Replacement (same size and configuration) | No | No | No |

REGULATIONS FOR SATELLITE DISH INSTALLATION

March 22, 2023

Unit owners must notify the Administration Office of the installation date at least 48 hours prior to installation.

Size and Location

1. Dishes may not be larger than one (1) meter in diameter.
2. Dishes may be installed on limited common elements, such as balconies and patios, or in the three-foot area around your unit with Section approval.
3. Dishes may not be installed on common elements (roofs, siding, fascia) unless approved by your Section.
4. Dishes shall be located in a place shielded from view from the community or other units to the maximum extent possible.
5. Dishes shall not obstruct access to or exit from any unit, walkway, electrical or telephone service equipment.

Installation

1. Installations must comply with all codes and take aesthetic considerations into account.
2. Dishes shall not be installed higher than is absolutely necessary for reception of an acceptable quality signal.
3. Dishes must be secured to provide for the safety of any nearby structure or person and must be permanently grounded.
4. Exterior wiring shall be installed so as to be minimally visible.
5. Camouflaging dishes through inexpensive screening or plants is required if dishes are visible from the street or other units.
6. Pole installations must not be higher than absolutely necessary to receive an acceptable signal.
7. Installations must comply with manufacturer's instructions, safety codes, and community regulations.

Maintenance – Owner Responsibility

1. Owners are responsible for all associated costs, including but not limited to:
 - a. place (or replace), repair, maintain, move or remove dishes;
 - b. repair damage to any property caused by dish installation, maintenance or use;
 - c. pay medical expenses incurred by persons injured by dish installation, maintenance or use;
 - d. reimburse Section for damage caused by dish installation, maintenance or use; and
 - e. restore dish installation site to its original condition.
2. Owners shall not permit their dish to fall into disrepair or to become a safety hazard.
3. Owners shall be responsible for dish replacement if its exterior surface deteriorates.
4. Owners are responsible for all costs of restoration of the site once a dish is removed.
5. If the temporary removal of a dish is required for maintenance, the Section shall provide owners with ten (10) days written notice. Owners are responsible for removing or relocating the dish before maintenance work begins and for replacing the dish afterward. If it is not removed in the required time, then the Section may do so at the owner's expense. The Section is not liable for any damage to a dish caused by Section removal.



CLEARBROOK COMMUNITY ASSOCIATION
1 Clearbrook Drive, Monroe Township, NJ 08831
p. (609)-655-2706
www.clearbrook-nj.com

Contact the Following People to Ask Questions About Rentals

| | | |
|--------------|--------------------------------|------------------------------|
| Section #1 | Marianne Gallagher | 609-235-9789 |
| Section #2 | Kathy McLaughlin | 267-697-9322 |
| Section #3 | Pat Feeney | 609-619-3783 |
| Section #4 | Liz Coulston | 646-659-7765 |
| Section #5 | Fran Hecht | 609-395-8662 |
| Section #6 | Steve Holzinger | 732-306-2632 |
| Section #7 | Mary Bennett | 609-395-8825 |
| Section #8 | Melody Henry Debbie Vollaro | 252-288-1950 609-619-3956 |
| Section #9 | Paul Handwerk | 609-655-7424 |
| Section #10 | Denise Trojanowski | 732-580-9107 |
| Section #11 | Richard Kretschmann | 609-655-3575 |
| Section #12 | Beverly Eskra | 908-208-4851 |
| Section #14 | Lee Wargo | 609-619-3978 |
| Section #15 | Sandra Stark | 908-938-0798 |
| Section #16 | Bill Turkus Penny Lemon | 609-860-1243 609-664-2610 |
| Section #17 | Richard Florio | 609-409-8115 |
| Section #18A | Joe Manzo Barbara Gottfried | 732-900-6936 609-860-2590 |
| Section #18B | Andrew Cappa | 917-226-7596 |