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COPY

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Certified by the Supreme Court of
New Jersey as a Civil Trial Attorney
Annette P. Alfano

Of Counsel:
Randall S. Lainer
Michael N. Colacci
William J. Salmond
(1949 - 2019)

March 6, 2024

VIA ELECTRONIC & REGULAR MAIL

Mr. Lou Gara
Land Use Board
Borough of Raritan
22 First Avenue
Raritan, NJ 08869

Re: Application - Minor Subdivision/C Variance
Our File No. 3500.G3835
Raritan Project Number 3330.102
Applicant: Aman Handa
10A & 10B John F. Goellner
Raritan, New Jersey 08869
Lot 15 Blk 32 Qual C001 10A John F. Goellner
Lot 15 Blk 32 Qual C002 10B John F. Goellner

Dear Mr. Gara:

Our office represents the Applicant, Aman Handa with regard to the Application for the subdivision of an existing lot with a multi-family duplex, located within the R-4, Medium-High Density Residential District, with no proposed improvements. The subdivision is intended to convert the building into 2 separate condo units, which will permit the individual sale of each half of the duplex independently with separate ownership.

In response to the Van Cleef letter dated September 18, 2023, the applicant submits the following additional information for the Borough's completeness review:

1. Deed of Revocation dated October 21, 2019
2. Resolution dated March 9, 1994 referencing Unit 10A & 10B John F Goellner Dr.
3. Deeds for 4A & 4B; 5A & 5B and 12A & 12B John F. Goellner Dr.
4. Response from Somerset County Planning Board
5. Updated Property Owner's List
6. Updated Proof of Taxes Paid - requested from the Boro

The owners in the pending application reside in and occupy one of the units.

November 5, 2014

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An investigation which included an OPRA search and search of the Somerset County land records has determined that the Borough and County do not retain any other records regarding any other resolution other than the Deed of Revocation dated October 21, 2019 and Resolution dated March 9, 1994.

The Resolution dated March 3, 1994 denied the application filed by the previous owners (Lu) seeking a minor subdivision approval to divide the two family home into separate condominium style residences with separate ownership. Denial was based, in part, on the fact that the property was non owner occupied and used purely an investment property rented to two tenants.

Deeds for 4A & 4B; 5A & 5B and 12A & 12B John F. Goellner Dr. reflect the more recent conversion of identical adjoining properties into two separate ownership units.

Somerset County Planning Board advises that they anticipate approving the "project" once a final plat plan is filed with the County Clerk's office.

Please advise at your earliest convenience as to whether this application is deemed complete and we are confirmed for the March 27, 2024 meeting.

Very truly yours,

LAW OFFICES OF PETER N. LAUB, JR.
& ASSOCIATES, L.L.C.

Peter N. Laub, Jr.

By:

Peter N. Laub, Jr.

PNL/baw
Enclosures

cc: Aman Handa
Steve Parker - Parker Engineering & Surveying PC
Joseph A. Brosnan, PE, PP, CME - PB

10A & 10B John F. Goellner Drive, Raritan NJ



Heather Hill at Raritan Development built by Gale Builders of Scotch Plains in 1980's



BOROUGH OF RARITAN APPLICATION

SITE PLAN - SUBDIVISION PLAN - VARIANCE

A map of plat must be annexed hereto showing a plan of current and proposed uses and structures, see checklist for plat details. (Note: It is necessary for this application to be fully completed. All application and plats are to be submitted to the Administrative officer. A 45 day review period for completeness will start upon submission of documents.)

FOR OFFICE USE ONLY:

Tax Map Page: _____ Date Received: _____
 Block: _____ Fee Received: _____
 Lot (s): _____ Board of Adjustment Bo.: _____
 Zone: _____ Planning Board No.: _____
 Street: _____ Phone No.: _____

NATURE of APPLICATION AND/OR RELIEF REQUESTED:

Minor Subdivision _____ "a" Appeal _____ "b" Interpretation
 _____ Preliminary Plat "c" Variance "d" Variance
 _____ Site Plan _____ Final Plat _____ other

DESCRIPTION OF PROPOSED PREMISES AND USE:

1. Record Title Owner: Mr. Aman Handa
 Address: 10A - 10B John F. Goellner Drive, Raritan, NJ 08869
2. Applicant: Same as Owner
 Address: _____
3. Date of purchase: January 23, 2020
4. Current (or last) use: Residential
5. Size of parcel(s): 7,901.58 s.f. Size of building: 1,815 s.f.
6. Number of new lots (including remainder): 2 15.01 & 15.02

	PROVIDED	REQUIREMENT OF ZONE <u>R-4</u>
7. Percentage of lot occupied by building	_____	_____
8. Height of building	SEE ATTACHED SHEET	
9. Area of lot	_____	_____
10. Setback from front of property line	_____	_____
11. Setback from left side line	_____	_____
12. Setback from rear property line	_____	_____
13. Percentage of impervious lot coverage	=====	=====
14. Has there been any previous appeal involving these premises? <u>None known</u>		
15. If so, state character of appeal and date of disposition: _____		
16. Other contiguous lots owned by applicant or owner: Block(s): <u>N/A</u> Lot(s): <u>N/A</u>		
17. Are there currently any violations of building codes or zoning ordinances known to applicant (including non-conforming uses)? <u>None Known</u>		
18. Taxes paid to date: <u>See attached</u>		

Signature of Tax Collector

Revised 9-11-2023

Date of Submission

Applicant Signature

(Please note that an application presented to the Board, also requires a plat submission in conformance with the Borough Development Checklist.)

DEED OF REVOCATION

THIS DEED OF REVOCATION, made this 21st day of October, 2019, by TZAY-RONG JENQ and PEARL L. YU, residing at 8 Brookfield Way, Princeton Junction, NJ 08550.

WHEREAS, the Developer, as the owner of the fee simple title to the lands and premises described in the annexed Exhibit "A", consented to the submission of the subject lands and premises to the condominium form of ownership by the making of the Master Deed for the 10 John F. Goellner Drive Condominium Association (the "Master Deed"); and

WHEREAS, the Master Deed was recorded on May 17, 2019 in the Office of the Clerk of Somerset County in Book 7118 at Page 1637; and

2019010293

WHEREAS, the Developer is the owner of units to which 100% of the votes in the condominium association are allocated and the sole owner of the subject lands and premises; and

WHEREAS, the Developer has determined that the aforesaid Master Deed be revoked and the lands and premises described in Exhibit "A" be released from the condominium form of ownership imposed thereby; and

WHEREAS, the Developer wishes to expressly reserve the right, pursuant to N.J.S. 46:8B-28, to resubmit the lands and premises to condominium form of ownership.

NOW, THEREFORE, the Developer does hereby REVOKE the aforesaid Master Deed thereby removing said lands and premises from the condominium form of ownership in accordance with the provisions of N.J.S. 46:8B-26. The Developer does hereby specifically and expressly reserve the right, pursuant to N.J.S. 46:8B-28, to resubmit the lands and premises to the condominium form of ownership.

IN WITNESS WHEREOF, the parties hereto have caused this Deed of Revocation to be executed the year and date above first written.

ATTEST:

DEVELOPER:

Tzay Rong Jenq
TZAY-RONG JENQ

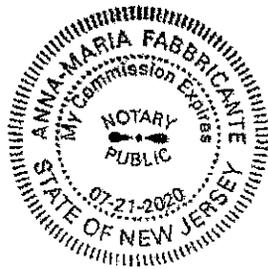
Pearl L. Yu
PEARL L. YU

STATE OF NEW JERSEY:

: SSV

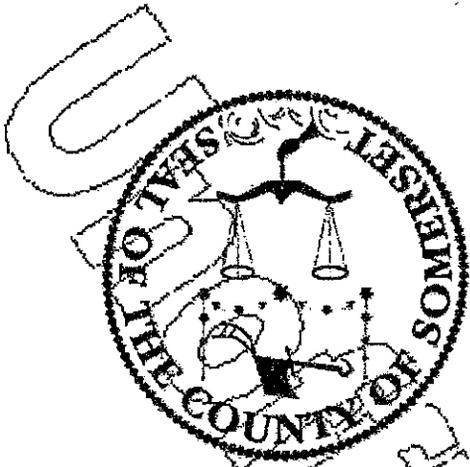
COUNTY OF MIDDLESEX

On the 21st day of October 2019, before me personally came TZAY-RONG JENQ and PEARL L. YU, to me known to be the individual(s) described in and who executed the foregoing instrument, and who acknowledged to me that the execution thereof by such individual was done voluntarily for the purposes therein expressed.



Anna Maria Fabricante
Notary Public of New Jersey

UNOFFICIAL DOCUMENT



Steve Peter
Somerset County Clerk
20 Grove Street
P.O. Box 3000
Somerville, NJ 08876

Date Recorded:	11/12/2019	12:17:55 PM
Recorded By:	GONCALVES	
Book & Page:	OPR 7166	1132-1135
Instrument No.:	2019043447	
Number of Pages:	4	
Document Type:	AGREEMENT DEED NOTED	
Recording Fee (inc all addtl charges):	\$63.00	

DO NOT DISCARD

UNFILED
2019
11/12/2019
12:17:55 PM
GONCALVES
OPR 7166
1132-1135
2019043447
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AGREEMENT DEED NOTED
\$63.00
Document



SOMERSET COUNTY
DOCUMENT COVER SHEET

HON. BRETT A. RADI
SOMERSET COUNTY CLERK
PO BOX 3000
20 GROVE STREET
SOMERVILLE, NJ 08876

WWW.CO.SOMERSET.NJ.US



INSTRUMENT # 2019016893
BOOK: 7118 PAGE: 1637-1694

(Official Use Only)

DATE OF DOCUMENT: January 1, 2019	TYPE OF DOCUMENT: Master Deed
FIRST PARTY (Grantor, Mortgagor, Seller or Assignor) Tzay-Rong Jenq	SECOND PARTY (Grantee, Mortgagee, Buyer, Assignee) 10 John F. Goellner Drive Condominium Association
ADDITIONAL PARTIES: Pearl L. Yu	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

MUNICIPALITY: Raritan Borough	MAILING ADDRESS OF GRANTEE: 8 Brookfield Way Princeton Junction NJ 08550
BLOCK: 32	
LOT: 15	
CONSIDERATION: \$ 1.00	

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

BOOK	PAGE	INSTRUMENT #	DOCUMENT TYPE

DO NOT REMOVE THIS PAGE
THIS DOCUMENT COVER SHEET IS PART OF THE SOMERSET COUNTY FILING RECORD
RETAIN THIS PAGE FOR FUTURE REFERENCE

MASTER DEED
FOR
10 JOHN F. GOELLNER DRIVE CONDOMINIUM ASSOCIATION

THIS MASTER DEED, made this 1st day of January, 2019, by TZAY-RONG JENQ and PEARL L. YU, residing at 8 Brookfield Way, Princeton Junction, NJ 08550 (hereinafter referred to as "Developer").

WHEREAS, Developer is the owner of the fee simple title to those lands and premises in the Borough of Raritan, County of Somerset, State of New Jersey, more particularly described in Exhibit "A" attached hereto and made a part hereof, which lands and premises are hereinafter referred to as the "Property"; and

WHEREAS, it is the present intention of the Developer to convert the existing residential duplex into two (2) condominium units, hereinafter referred to collectively as "Units", together with certain driveways, walkways and other improvements all as are more particularly shown on that certain map attached hereto and made a part hereof as Exhibit "B" and on those certain parcels attached hereto and made a part hereof as Exhibit "C"; and

WHEREAS, it is the intention of the Developer to establish the form of ownership of the Property as a Condominium pursuant to the provisions of the New Jersey Condominium Act, N.J.S.A. 46:8B-1 et seq., under the name of "10 John F. Goellner Drive Condominium Association", (hereinafter referred to as the "Condominium"); and

WHEREAS, the Developer has established 10 John F. Goellner Drive Condominium Association, a New Jersey non-profit corporation, for the administration, operation and management of the Condominium and other improvements intended for the common use and enjoyment of the residents of the Condominium; and

WHEREAS, the Developer causes this Master Deed to be executed and recorded, together with all necessary Exhibits thereto.

THEREFORE, WITNESSETH:

1. ESTABLISHMENT OF CONDOMINIUM.

The Developer does hereby submit, declare and establish in accordance with N.J.S.A. 46:8B-1 et seq., the condominium form of ownership for that parcel

of land described in Exhibit "A" as "10 John F. Goellner Drive Condominium Association" and more particularly shown on Exhibit "B", subject to the Developer's right to amend as set forth below.

2. DEFINITIONS.

2.01. General. The following words and terms, when used in the Master Deed, the Certificate of Incorporation, or the By-Laws, shall have the following meanings unless the context in which same is utilized 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 herein shall be used in conjunction therewith unless the context clearly indicates otherwise.

2.02. "Association" shall mean 10 John F. Goellner Drive Condominium Association, a NJ nonprofit corporation, formed to administer, manage and operate the common affairs of the Unit Owners of the Condominium and to maintain, repair and replace the General and Limited Common Elements of the Condominium as provided in this Master Deed and the By-Laws.

2.03. "Board" shall mean the Board of Directors of the Association and any reference herein or in the Certificate of Incorporation, By-Laws 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(s)" shall mean the enclosed structure(s) containing Units and structural improvements appurtenant thereto which are located on the lands described in Exhibit "A" and shown on Exhibits "B" and "C" respectively.

2.05. "By-Laws" shall mean the By-Laws of the Association, a copy of which document is attached hereto and made a part hereof as Exhibit "E", together with all future amendments or supplements thereto.

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

2.07. "Common Elements" shall mean "General Common Elements" or "Limited Common Elements" of the Condominium Common Areas.

2.08. "Common Expenses" shall, subject to the provisions of Paragraph 6 hereof, mean all those expenses anticipated by N.J.S.A. 46:8B-3(e), in addition to

all expenses including reserves incurred or assessed by the Association, or its respective directors, officers, agents or employees, in the lawful performance of their respective duties or powers.

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

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

2.11. "Developer" and "Sponsor" shall mean and refer to Tzay-Rong Jenq and Pearl L. Yu, their successors and assigns, and includes any successor Developer contemplated by this Master Deed.

2.12. "Eligible Mortgage Holder" shall mean and refer to any holder of a first mortgage encumbering any Unit who has requested notice of any matters described in Section 20.02 of this Master Deed.

2.13. "General Common Elements" shall have the same meaning as "common elements" pursuant to N.J.S.A. 46:8B-3(d), except as same may be modified by the provisions of Paragraph 5 hereof.

2.14. "Institutional Lender" shall mean any bank, mortgage banker, savings and loan association or other financial institution, pension fund or governmental agency. It shall also mean and include the Federal National Mortgage Association (FNMA), the Veteran's Administration (VA), the Federal Home Loan Mortgage Corporation (FHLMC), and the Federal Housing Administration (FHA) and any other similar governmental or quasi governmental entity that provides, acquires, insures or guarantees or purposes to provide, acquire, insure or guarantee mortgage loans.

2.15. "Lease" shall mean any agreement for the leasing or rental of any Unit of the Condominium.

2.16. "Limited Common Elements" shall have the same meaning as "limited common elements" pursuant to N.J.S.A. 46:8B-3(k), except as same may be modified by the provisions of Paragraph 5 hereof.

2.17. "Master Deed" shall mean this instrument together with all exhibits, future amendments or supplements hereto which are recorded in the Office of the Clerk of Somerset County.

2.18. "Mortgage" shall mean and refer to the duly recorded instrument and underlying obligation giving rise to a mortgage lien upon any Unit. "Mortgage Holder" shall mean and refer to the holder of record of a Mortgage or one who issues or guarantees any Mortgage of record. "First Mortgage" shall mean and refer to the first or paramount Mortgage of record with respect to a Unit.

2.19. "Owner" or "Unit Owner" shall mean and refer to those persons or entities in whom record fee simple title to any Unit is vested as shown in the records of the Somerset County Clerk, including the Developer unless the context expressly indicates otherwise, but, despite 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".

2.20. "Permitted Mortgage" shall mean and refer to any Mortgage, the lien of which encumbers a Unit and that is held by an Institutional Lender, or which is a purchase money mortgage held by the Developer or by the Seller of a Unit. It shall also include any other Mortgage, the lien of which is expressly subordinate to any and all existing or future common expense liens imposed against the Unit by the Association.

2.21. "Property" shall mean the Building(s), the land and premises described in Exhibit "A" and shown on Exhibit "B" and all improvements now or hereafter constructed in, upon, over or through such lands and premises.

2.22. "Rules and Regulations" shall mean those rules and regulations of the Association that may be promulgated by same together with all future amendments or supplements thereto.

2.23. "Unit" shall mean a part of the Condominium designated and intended for independent ownership and/or use as a residential dwelling regardless of type and all as more specifically described in Paragraph 4 hereof and shall not be deemed to include any part of the General Common Elements or Limited Common Elements situated within or appurtenant to a Unit.

3. GENERAL DESCRIPTION OF CONDOMINIUM.

As stated in Paragraph 1 herein, the lands and premises owned by Developer which are hereby made subject to this Master Deed are those lands described as 10 John F. Goellner Drive Condominium Association, on Exhibit "A" attached hereto, and shown on the Map attached hereto as Exhibit "B".

The Condominium will consist of two (2) Units, as shown on Exhibit "B" and includes all rights, roads and appurtenances thereto belonging or appertaining.

4. DESCRIPTION OF UNITS.

4.01. Boundary. The dimensions, area and location of the Building(s) and all of the aforesaid Units within the Condominium are as shown graphically on Exhibits "B" and "C".

Each Unit is intended to contain all space within the area bounded by the interior surface of the perimeter walls of each Unit and the floor and the ceiling of each Unit as follows:

BOTTOM: The bottom is an imaginary horizontal plane through the lowest point of the interior surface of each portion of subfloor, if any, within the Unit, and extending in every direction to the point where it closes with a side of such Unit.

TOP: The top is an imaginary plane along and coincident with the unfinished unexposed upper surface of the gypsum board or other material which forms the uppermost ceiling of the Unit, and extending in every direction to the point where it closes with every side of such Unit.

SIDES: The sides are imaginary vertical planes along and coincident with the innermost surface of the studding of the perimeter walls. Where no wall exists, the side is an imaginary vertical plane along and coincident with the exterior surface of the windows or doors located on the perimeter of such Unit. The sides of each such Unit are bounded by the bottom and top of the Unit.

4.02. Items Included in Unit. Each Unit, regardless of type, includes all appliances; fixtures; doors; door frames and hardware; window frames, window panes, hardware and systems; skylights; interior walls and partitions, gypsum board and/or other facing material on the walls and ceilings thereof, the inner decorated and/or finished surface of the floors (including all flooring tile, ceramic tile, finished flooring, carpeting and padding) and all other improvements which

are located within the boundaries of the Unit as set forth in Section 4.01, or which are exclusively appurtenant to a Unit, although all or part of the improvement may not be located within the boundaries of the Unit as set forth in Section 4.01. Such appurtenant improvements shall include, but not be limited to the following individual appurtenances to the extent that they serve each individual Unit only and not any other Unit or any portion of the Common Elements:

- (a) The heating, plumbing and ventilating systems serving the Unit;
- (b) Hot water heater;
- (c) All electrical wires which extend from the interior surface of walls, floors or ceilings into the Units and fixtures, switches, outlets and circuit breakers;
- (d) That portion of all master antenna wiring, if any, or cable television wiring which extends from the interior surface of the walls, floors, or ceilings into the Unit (except as owned by any cable television company servicing the Condominium);
- (e) All utility meters serving the particular Unit and not owned by the public utility agency supplying the service;
- (f) All equipment, appliances, machinery, mechanical or other system, including HVAC systems, which serve the Unit exclusively whether or not same are located with or without the Unit;
- (g) Interior area of garages assigned to each Unit, if any, and any garage door opening mechanism serving such garage; and
- (h) That portion of the fireplace, chimney or flue which serves the unit exclusively.

While the Developer maintains control of the Board, he shall take no action which adversely affects a homeowner's rights under N.J.A.C. 5:25-5.5 regarding warranty coverage and claims pertaining to these improvements.

4.03. Interior Partitions. Interior partitions or nonbearing walls within the confines of each Unit may, from time to time, be removed or replaced subject to the prior written approval of the Board. In the event a Unit Owner does remove or replace any or all such interior partitions or walls, no amendment of the Master Deed will be necessary or required.

No Unit may be partitioned or subdivided without the prior written approval of any Institutional Lender for such Unit and the Board. None of the foregoing approvals shall apply to Developer prior to the conveyance of any Unit(s) affected to another Unit Owner.

4.04. Developer's Right as Owner to Dispose of Units. Developer shall, upon the recording of this Master Deed, be the Owner of every Unit within the Condominium, including its appurtenant percentage interest in the Common

Elements, regardless of type, and shall have the right to sell and convey, lease, or otherwise dispose of each such Unit as it may deem appropriate in its sole discretion, subject, however, to the terms and conditions of all municipal approvals and any other requirements of law.

5. DESCRIPTION OF GENERAL AND LIMITED COMMON ELEMENTS.

5.01. General Common Elements. All appurtenances and facilities and other items which are not part of the Units hereinbefore described in Paragraph 4 or part of the Limited Common Elements hereinafter described in Section 5.02 shall comprise the General Common Elements as graphically shown on Exhibits "B" and "C" aforesaid. The General Common Elements shall also include by way of description but not by way of limitation:

- (a) All land as shown on Exhibit "B" aforesaid whether improved or unimproved;
- (b) All driveways, curbs and sidewalks, subject to the easements and provisions set forth in Paragraph 9 hereof;
- (c) That portion of the chimney and flue serving more than one unit;
- (d) Lawn areas, shrubbery and other plantings, conduits, utility lines, stormwater detention facilities, fences, retaining walls, guard rails, subject to the easements and provisions set forth in Paragraph 9 hereof;
- (e) Public connections and meters for gas, electricity, telephone and water not owned by the public utility or other agencies providing such services;
- (f) The roof, attic spaces which are neither part of nor accessible from any unit, the foundations, footings, columns, girders, beams, supports, exterior or interior bearing or main walls and floors between Units;
- (g) Exterior lighting, refuse-recycling collection buildings, and other facilities necessary to the upkeep and safety of the Building(s) and grounds;
- (h) Any easement or other right which may now or hereafter be granted for the benefit of the Unit Owner(s) or others for access to or use of the General or Limited Common Elements not included within the Condominium or for any other purpose;
- (i) All tangible personal property required for the operation, maintenance and administration of the Condominium which may be owned by the Association; and
- (j) All other facilities or elements of any improvement within any Building or upon the Property necessary or convenient to the existing management, operation, maintenance and safety of the Condominium or normally in common use including but not limited to identification and directional signs, benches and trash receptacles.

5.02. Limited Common Elements. The Limited Common Elements shall be as graphically shown on Exhibits "B" and "C", aforesaid, and shall include by way of description and not by way of limitation, all of the following:

(a) The rear exterior patio and stairway to which there is direct access from the interior of an appurtenant Unit(s) shall be a Limited Common Element and shall be for the exclusive use of Owners of such Unit(s). All maintenance of the rear exterior landings or stairways shall be the responsibility of the Owners of such Unit(s).

(b) Any rear balcony, terrace, patio, deck, along with the rear yard, to which there is direct access from the interior of an appurtenant Unit(s) shall be a Limited Common Element and shall be for the exclusive use of Owners of such Unit(s). The Owner(s) of a Unit(s) having use of any balcony, terrace, patio, deck and rear yard shall be responsible for the cleaning and all snow clearing of such balcony, patio, terrace, or deck as appropriate.

(c) Each Unit has a separate driveway capable of accommodating two cars. Said parking spaces shall be a Limited Common Element and shall be for the exclusive use of Owners of such Unit(s).

5.03. Repair and Maintenance of Limited Common Elements. The Owner of a Unit(s) having use of any Limited Common Element shall be responsible to pay the cost and expenses of any maintenance, repairs or replacement of that Limited Common Element necessitated by their own negligent act or omission, misuse or neglect, or the negligent act or omission, misuse or neglect of their family member, household pets, guests, occupant or visitor, regardless of whether authorized by the Unit Owner(s). Any other repairs, maintenance, or replacement of the Limited Common Elements shall be the responsibility of the Association, except as provided in Section 5.02, above.

5.04. Rights to Use Limited Common Elements. Each Unit Owner's right to use the Limited Common Elements appurtenant to his Unit or Building may not be transferred apart from the conveyance of title to his Unit.

5.05. Reserved Common Elements. The Board shall have the power in its discretion to: (i) temporarily designate from time to time certain Common Elements as "Reserved Common Elements"; (ii) grant reserved rights therein to the Association and to any, or less than all of the Unit Owners; and (iii) establish a reasonable charge to such Unit Owners for the use and maintenance thereof. Such designation by the Board shall not be construed as a sale or disposition of the Common Elements. Any fee paid for such reserved rights shall be paid to the Association and shall be available for use by the Association as operating funds.

Despite the foregoing, no part of the Common Elements shall be designated as Reserved Common Elements for exclusive use by non-Unit Owners.

6. ESTATE ACQUIRED; INTEREST IN COMMON ELEMENTS;
INTEREST IN COMMON SURPLUS; VOTING; COMMON EXPENSES

6.01. Estate Acquired. The Owner of each Unit shall have such an estate therein as may be acquired by grant, by purchase or by operation of law, including an estate in fee simple; and shall acquire as an appurtenance thereto an undivided percentage interest in the Common Elements of the Condominium, which shall not be divisible from the Unit to which it appertains, as set forth in Exhibit "F" attached hereto and made a part hereof. Said percentage interest is expressed as a percentage of the whole. This percentage has been adjusted to prevent it to be expressed as a finite number to avoid an interminable series of digits. Further, each owner of each unit automatically becomes a member of the Property Owners Association.

6.02. Manner of Sharing Common Expenses. Common Expense Assessments shall be apportioned equally among all Units. Any common surplus of the Association resulting from the operations of the Association shall be allocated among all Units including Sponsor's, as set forth in the By-Laws.

6.03. Voting Rights in Association. Each Unit shall be entitled to one (1) vote in the affairs of the Association as set forth in the By-Laws. The Developer shall be entitled to cast all votes appurtenant to Units owned by it, whether said Units are completed or prospective, but shall not be permitted to amend this Master Deed or the By-Laws or any other document for the purpose of changing the permitted use of a Unit or reducing the Common Elements.

6.04. Membership in the Association. Upon acceptance of a Deed to a Unit, each Unit Owner shall automatically become a member of the Association and shall be a member for so long as he shall hold legal title to his Unit subject to all provisions of this Master Deed, the New Jersey Condominium Act, the Certificate of Incorporation, and the By-Laws and Rules and Regulations which may now or hereafter be established by the Association, and any other documents, amendments or supplements thereto.

6.05. No Partition. Subject to the provisions of this Master Deed, the Certificate of Incorporation and By-Laws and the New Jersey Condominium Act, the Common Elements shall remain undivided and no Unit Owner(s) shall bring any action for partition or division thereof. In addition, the undivided percentage interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even if

such interest is not expressly mentioned or described in the conveyance or other instrument.

6.06. Compliance by Owners. Each owner or occupant of a Unit shall comply with, and shall assume ownership or occupancy subject to the law, rules and regulations of governmental authorities having jurisdiction over the Condominium, the provisions of this Master Deed, the Certificate of Incorporation, By-Laws, Rules and Regulations or any other documents, amendments or supplements to the foregoing. Failure to comply with any of the foregoing shall be grounds for commencement of an action for the recovery of damages, or for violating or attempting to violate or circumvent any of the aforesaid, and against any Unit Owner, to enforce any lien created by this Master Deed or any covenant contained herein. Failure by the Developer, the Association, or any Unit Owner to enforce any covenant herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same.

7. COVENANT FOR MAINTENANCE AND CAPITAL IMPROVEMENT ASSESSMENTS.

7.01. Covenant to Pay Assessments. Every Unit Owner, by acceptance of a deed or other conveyance for a Unit, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association such sums, by way of any assessments contemplated herein or in the By-Laws.

7.02. Liability for Assessments. No Unit Owner may waive or otherwise avoid liability for any assessments by non-use of the Common Elements. Each assessment and all fines and other charges shall be a continuing lien upon the Unit against which they were made and shall also be the joint and several personal obligation of the Owner of such Unit at the time when the assessment, fine or other charge fell due, and of each subsequent record Owner of such Unit, except as otherwise contemplated in this Master Deed or N.J.S.A. 46:8B-21, together with such interest thereon and cost of collection thereof (including reasonable attorney's fees). Liens for unpaid assessments, fines or other charges may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. Suit to recover a money judgment for unpaid assessments, fines or other charges may be maintained without waiving the lien securing the same.

7.03. Annual Common Expense Assessments. It shall be an affirmative and perpetual obligation of the Board to fix Annual Common Expense Assessments in an amount at least sufficient to maintain and repair the exterior of the Building(s)

and to maintain, operate and repair the Common Elements, as contemplated by the Master Deed or By-Laws and as required by the Condominium Act. The amount of monies for Common Expenses of the Association deemed necessary by the Board and the manner of expenditure thereof shall be a matter for the sole discretion of the Board.

The manner of sharing Common Expenses shall be as set forth in Section 6.02 of this Master Deed.

7.04. Notice. The Board shall cause to be prepared annually, at least thirty (30) days in advance of the due date of the first Annual Common Expense Assessment installment, a list of the Units and the Annual Common Expense Assessments applicable to each, according to the names of the Unit Owners, which list shall be kept in the Office of the Association and shall be open to inspection upon request by any Unit Owner. Written notice of the Annual Common Expense Assessments shall be sent by mail or delivered to every Unit Owner, as more particularly described in the By-Laws.

7.05. Use of Annual Common Expense Assessments. The Annual Common Expense Assessments levied by the Board shall be used exclusively for promoting the health, safety, pleasure and welfare of the members of the Association, including, but without limitation: street lighting; snow clearing from parking areas, roadways, driveways, sidewalks and walkways; landscaping of General Common Elements, the maintenance and repair of the exterior and roofs of the Building(s), including but not limited to cleaning and painting of the exterior surfaces and finishes as necessary; maintenance, repair and replacement of the Common Elements, Limited Common Elements or any other improvements on the Property as required by this Master Deed; maintenance and repair of all fences, if any; payment of taxes, if any; and insurance premiums; all costs and expenses incidental to the operation and administration of the Association and its Property; and such other items as may from time to time be deemed appropriate by the Board. Annual Common Expense Assessments shall not be used for capital improvements subject to Section 7.11.

7.06. Obligations of Developer. Until the conveyance of title to the first Unit, the Developer shall be solely responsible for all Common Expenses. Following the first conveyance, the Owners of Units to whom title shall have been conveyed shall be responsible for their proportionate share of all Common Expenses and the Developer shall be responsible for payment of all Common Expenses in proportion to the benefit derived by the Unit based on the items included in the budget. Developer shall make no contribution which will artificially lower the budget. While the Developer maintains a majority on the Board of Directors, it shall make no additions, alterations, improvements or

purchases which would necessitate a Special Common Expense Assessment or a substantial increase in the Annual Common Expense Assessment installments unless required by a governmental agency, title insurance company or Institutional Lender or in the event of an emergency.

7.07. Annual Common Expense Assessment Not Made. After Developer relinquishes control, if an Annual Common Expense Assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior year's assessment, and any installments of such annual assessments shall be due upon each installment payment date until a new Annual Common Expense Assessment is made.

7.08. Due Dates of Annual Common Expense Assessment. Annual Common Expense Assessments shall be made for a yearly period to be determined by the Board, and shall be payable in advance in monthly installments or in such other installments as may be established by the Board. Upon the conveyance of title to a Unit, the portion of the then current Annual Common Expense Assessment payable by the new Unit Owner shall be an amount which bears the same relationship to the Annual Common Expense Assessment as the remaining number of months in the then current annual assessment period bears to twelve. Such first annual assessment or portion thereof for which a new Unit Owner is liable shall be immediately due upon the closing of title to the Purchaser.

7.09. Emergency Assessment. In the event the Annual Common Expense Assessment proves to be insufficient for an immediate need or emergency, the budget and assessment may be amended at any time by the Board, and the Board may impose an Emergency Assessment. The determination of an immediate need or emergency shall be in the sole discretion of the Board.

7.10. Special Assessments. In addition to the other assessments herein authorized, in any assessment year, the Board may levy a Special Common Expense Assessment for the purpose of defraying in whole or in part, the cost of any reconstruction, repair or replacement of an existing Common Element not determined by the Board to constitute an emergency or immediate need but for which funds held in reserve are inadequate, or for any other lawful purpose (excepting new capital improvements subject to Section 7.11 hereof), during any assessment year, a Special Common Expense Assessment exceeds in the aggregate the sum of \$10,000.00 increased by the percentage of increase in the Consumer Price Index since 2008, it shall require the assent of two-thirds (2/3) in interest of the affected Unit Owners in good standing. This vote shall be taken at a meeting duly called for this purpose. Written notice of such meeting, stating the purpose of the meeting, shall be sent to all Unit Owners no less than thirty (30) days in advance. The due date(s) of any Special Common Expense Assessment or any

installments) thereof shall be fixed in the resolution authorizing the Special Common Expense Assessment.

7.11. Capital Improvement Assessment. In addition to the other assessments herein authorized, in any assessment year, the Board may levy a New Capital Improvement Assessment for the purpose of acquiring or constructing a new capital improvement, provided that the acquisition or construction of any new capital improvement, the cost of which exceeds the sum of \$5,000.00 increased by the percentage of increase in the Consumer Price Index for all Urban Consumers since 2008, shall have been authorized by the assent of two-thirds (2/3) in interest of the affected Unit Owners in good standing. This vote shall be taken at a meeting duly called for this purpose. Written notice of such a meeting, stating the purpose of the meeting, shall be sent to all Unit Owners no less than thirty (30) days in advance. The due date(s) of any Capital improvement Assessment, or any installment(s) thereof, shall be fixed in the resolution authorizing the Capital Improvement Assessment.

7.12. Exemption for Capital Improvement Assessment. Despite anything to the contrary herein, neither Developer nor any Permitted Mortgage Holder shall be required to pay any Capital Improvement Assessment. Further, this provision may not be amended without the written consent of Developer and every Permitted Mortgage Holder.

7.13. Remedial Assessment. In addition to the other assessments herein authorized, the Board may levy a Remedial Assessment against any individual Unit(s) whenever required or permitted to do so by the provisions of Article 8 herein regarding Unit maintenance performed by the Association. The Board may also provide, by its Rules and Regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by Association personnel or representatives and charged as a Remedial Assessment.

7.14. Miscellaneous Assessments. Any and all fines, late charges, costs of collection (including reasonable attorney's fees), interest on unpaid Assessments, capital contributions, membership fees, escrow deposits or any other sums required to be paid to the Association by a Unit Owner(s) by the provisions of this Master Deed, the By-Laws, the Certificate of Incorporation, the Rules and Regulations of the Association or any duly adopted Resolution of the Board, shall be deemed Assessments which each Unit Owner has covenanted and agreed to pay according to the provisions of Section 7.01 herein and for which each Unit Owner is liable according to the provisions of Section 7.02 herein, and shall be collectible by the Association in the same manner as other Assessments pursuant to the provisions hereof and N.J.S.A. 46:8B-21.

7.15. Certificate of Payment. Upon the request of any Unit Owner liable for a Common Expense Assessment, or of the Permitted Mortgage Holder for any Unit, the Association shall furnish to such Unit Owner or Permitted Mortgage Holder, a certificate in writing, signed by an officer of the Association, setting forth whether or not such Common Expense Assessment has been paid. Such certificate shall constitute conclusive evidence of the payment of any assessments therein stated to have been paid.

8. MAINTENANCE RESPONSIBILITIES.

8.01. Responsibilities of Unit Owners. Each Unit Owner is responsible to perform all of the maintenance, repairs and replacements that may be required within the boundaries of his own Unit, at his own expense, and in accordance with the requirements of this Master Deed and the By-Laws and any Rules and Regulations of the Association. Unit Owners are responsible for all of the improvements appurtenant to his Unit described in Section 4.02 when same are located within the boundaries of their Units.

In addition, each Unit Owner shall be responsible to perform all of the maintenance, repairs and replacements that may be required for improvements appurtenant to his Unit, as such improvements are defined in Section 4.02 herein, which are not located within the boundaries of his Unit when the following conditions are met:

- (i) the improvement is accessible without a breaking or intrusion into the Common Elements or any other Unit; and
- (ii) the improvement is not functionally connected with a Common Element or a component of an integrated system which serves more than one Unit.

8.02. Responsibilities of the Association. The Association shall furnish the maintenance, repairs and replacements that are required for the functioning of any common plumbing, common heating, common air conditioning, common mechanical, common electrical or common water supply systems within a Building. It shall furnish all maintenance, repairs and replacements required for the General Common Elements as such are defined in Section 5.01 herein, including but not limited to the exteriors and roofs of the Buildings, the parking areas, sidewalks, walkways, exterior lighting, lawn areas and landscaping, stormwater detention facilities, General Common Element stairways, fences, and recreation areas. Claims relative to defects in Common Elements shall be processed in accordance with N.J.A.C. 5:25-5.5 regarding warranty coverage and claims. The Association shall also furnish the maintenance, repairs and replacements that are required for any improvement appurtenant to a Unit as such

improvements are defined in Section 4.02 herein, not located within the boundaries of the Unit that does not meet the conditions set forth in Section 8.01 herein. The expenses incurred by the Association in doing so shall be levied against the Owner of that Unit as a Remedial Assessment.

8.03. Rights of the Association. The Association may effect emergency repairs to any Unit which the Owner of that Unit has failed to perform, but the expenses incurred by the Association in doing so shall be levied against the Owner of that Unit as a Remedial Assessment. The Association may also effect non-emergency repairs within the boundaries of a Unit which the Unit Owner has failed to perform and charge the reasonable expenses of the repair to the Unit Owner as a Remedial Assessment, but only if (i) any such failure to maintain by the Unit Owner will have a material and adverse impact upon any other portion of the Condominium and (ii) the Unit Owner(s) responsible for such maintenance, repair or replacement have failed to remedy the situation within sixty (60) days after written notice is given by the Association to do so.

8.04. Damage Due to Negligence, Omission or Misuse. If, due to the negligent act or omission of or misuse by a Unit Owner, or a member of his family or household pet, or a guest, occupant or visitor (whether authorized or unauthorized by the Unit Owner), damage shall be caused to the Common Elements, or to a Unit(s) owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then the Unit Owner so responsible shall pay for such damage and be liable for any damages, liability, costs and expense, including attorney's fees, caused by or arising out of such circumstances; and such maintenance, repairs and replacements to the General or Limited Common Elements or the Unit(s) shall be subject to the By-Laws and the Rules and Regulations.

9. EASEMENTS.

9.01. Unit Owner Easements. Every Unit Owner, his successors and assigns, shall have the following perpetual easements with respect to the Property:

a) A non-exclusive easement in, upon, over, under, across and through the Common Elements to keep, maintain, use, operate, repair and replace his Unit in its original position and in every subsequent position to which it changes by reason of the gradual forces of nature and the elements;

(b) An exclusive easement for the existence and continuance of any encroachment by his Unit upon any adjoining Unit or upon any Common Elements, now existing or which may come into existence hereafter as a result of construction, reconstruction, repair, shifting, settlement or movement of any

portion of a Building or a Unit, or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the Building stands;

(c) A non-exclusive easement for ingress and egress to his Unit in, upon, under, over, across and through the General Common Elements;

(d) An exclusive easement to use and enjoy the surfaces of the main walls, (including any windows, doors, chimneys, balcony, stoops, or patio therein), ceilings and floors contained within his Unit;

(e) An easement in common with the owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines, television, master antenna and other General Common Elements located in any of the other Units and serving his Unit; and

(f) A perpetual and non-exclusive easement in, over and through the General Common Elements of the Condominium and to use the driveways, walks and other common facilities within the Condominium subject to the right of the Board to:

(i) promulgate rules and regulations for the use and enjoyment thereof, and

(ii) suspend the voting rights of any Unit Owner for any period during which any assessment for Common Expenses remains unpaid, or for any period during which any infraction of published Rules and Regulations continues, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Unit Owner's obligation to pay the assessment.

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

(a) A blanket and non-exclusive 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 sales promotion and exhibition, until the expiration of two (2) years from the date the last Unit is sold and conveyed but in no event more than ten (10) years from the date of recording this Master Deed. In addition, Developer hereby reserves the irrevocable right to enter into, upon, over or under any Unit for such purposes as may be reasonably

necessary for the Developer or its agents to service such Unit or any part of a Building provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Unit Owner or occupant. In case of an emergency, such right of entry shall be immediate whether the Unit Owner or occupant is present at the time or not; and

(b) A perpetual, blanket and non-exclusive 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 or occupant shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems within the Condominium.

9.03. Association Easements.

(a) The Association shall have a perpetual exclusive easement for the maintenance of any Common Elements, which presently or may hereafter encroach upon a Unit;

(b) The Association, through the Board or any manager, or managing agent, or their respective agents or employees shall have the perpetual and non-exclusive right of access to each Unit (i) to inspect same; (ii) to remedy any violations of the provisions set forth in this Master Deed, the By-Laws or in any Rules and 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 or occupant. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner or occupant is present at the time or not.

(c) The Association shall have a perpetual, blanket and non-exclusive easement in, upon, over, under, across and through the Property 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 or occupant shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems within the Condominium.

9.04. Permitted Mortgage Holder Easements. Any Permitted Mortgage Holder, its officers, agents and employees, shall have a blanket, perpetual and non-exclusive easement to enter the Condominium or any part thereof to inspect the condition and repair of the Common Elements, or any Units so encumbered by a Mortgage owned by it. This right shall be exercised only during reasonable

daylight hours, and then whenever practicable, only after advance notice to and with the permission of the Board and the Unit Owner.

9.05. Easement for Service. A blanket, perpetual and non-exclusive easement in, upon, over, across and through the Common Elements or any Units for the purpose of the installation, maintenance, repair, service and replacement of all sewer, water, power and telephone pipes, lines, mains, conduits, stormwater management facilities, poles, transformers, cable television lines, master television antennas and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility systems serving the Property, which easement shall be for the benefit of any governmental agency or utility company, cable television company, the Association or other entity which requires same for the purpose of furnishing one or more of the foregoing services. This easement shall include but not be limited to a right of access to any utility meter located in any Unit as provided herein.

9.06. Easement to the Borough of Raritan and Association. A blanket, perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, across and through the Common Elements to the Borough of Raritan, the Association, their respective officers, agents and employees (but not the public in general) 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. Except in the event of emergencies, the rights accompanying the easements provided for in this subparagraph shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with permission of the Unit Owner(s) directly affected thereby.

9.07. Easement to Public for Access, Use and Enjoyment of Sidewalk, and Guest Parking Spaces. A blanket, perpetual and non-exclusive easement of unobstructed pedestrian ingress and egress in, upon, over, across and through the Common Elements to the public, subject to the Rules and Regulations of the Association for pedestrian use of any portion of the public sidewalk along John F. Goellner Drive located outside of the public right-of-way; and a right to use guest parking spaces.

10. BY-LAWS AND ADMINISTRATION, CHANGES IN DOCUMENTS:
POWER OF ATTORNEY

10.01. Administration of Common Elements. The administration of the Common Elements of the Condominium and other common facilities shall be by the Association in accordance with the provisions of the New Jersey

Condominium Act, this Master Deed, the Certificate of Incorporation, the By-Laws, any Rules and Regulations and of any other agreement, document, amendment or supplement to the foregoing which may be duly adopted or subsequently be required by any Eligible Mortgage Holder designated by the Developer or by any governmental agency having regulatory jurisdiction over the Condominium or by any title insurance company selected by Developer to insure title to any Unit(s).

10.02. Developer's Power of Attorney. Developer hereby reserves for itself, its successors and assigns, until the last unit is conveyed or for a period of no longer than five (5) years from the date the first Unit is conveyed to an individual purchaser, the right to execute on behalf of all contract purchasers, Unit Owners, mortgagees, other lienholders or parties claiming a legal or equitable interest in the Condominium, any such agreement, document, amendment or supplement to the above described documents which may be so required by any such Eligible Mortgage Holder, governmental agency or title insurance company; provided, however, that no such agreement, document, amendment or supplement which adversely affects the value or substantially alters the floor plan of any Unit, or changes the means of calculation of the proportion of the undivided interest of Unit Owners in the Common Elements, increases the financial obligations of the Unit Owner or reserves any additional or special privileges shall be made without the prior written consent of the affected Unit Owner(s) and all owners of any mortgages encumbering same; or if such agreement, document, amendment or supplement adversely affects the priority or validity of any mortgage which encumbers any Unit, without the prior written consent of the owners of all such mortgages. The aforesaid power of attorney is subject to the consent provisions regarding material amendments as set forth in this Master Deed.

10.03. Appointment of Developer and Association as Attorneys-In-Fact. 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 such contract purchaser, Unit Owner, mortgagee, or other lienholder or party having a legal or equitable interest in the Condominium does automatically and irrevocably name, constitute, appoint and confirm (i) Developer, its successors and assigns, as attorney-in-fact for the purpose of executing such amended Master Deed(s) and other instruments necessary to effect the foregoing subject to the limitations set forth above in the preceding paragraph; 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 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 in and to said powers. Said powers of attorney shall be vested in the Developer, its successors and assigns until same effectuate the initial conveyance of all Units. Thereafter, said powers of attorney shall automatically vest in the Association to be exercised through its Board of Directors.

10.04. Developer Prohibited Voting. The Developer may use the right granted in this paragraph to effectuate the following changes, enumerated by way of description and not limitation:

- (a) Adding to or altering the location, size and/or purpose of easements and lands for utilities, roads, access, egress, drainage and/or financing purposes.
- (b) Permitting the users or occupants of lands owned by or controlled by the Developer or its successors in title to utilize easements, roads, drainage facilities, utility lines and the like within or servicing the Condominium, on fair and equitable terms.
- (c) Correcting, supplementing and providing technical changes to the Master Deed and any of its amendments.

No amendment shall be effective until recorded in the Office of the Clerk of Somerset County, New Jersey.

Despite the foregoing, the Developer shall not be permitted to cast any votes held by it for unsold Units for the purpose of amending this Master Deed, the By-Laws of 10 John F. Goellner Drive Condominium Association or any other document for the purpose of changing the permitted use of a Unit or the purpose of reducing the Common Elements or facilities.

11. DAMAGE OR DESTRUCTION TO THE PROPERTY.

11.01. Damage or Destruction to Property, Disposition of Insurance Proceeds. If a Building, any improvement or Common Element or any part thereof is damaged or destroyed by fire or casualty, the repair, restoration or ultimate disposition of any insurance proceeds shall be in accordance with the provisions of this Section 11.

11.02. Insurance Proceeds Up to or Equal to \$25,000. If the insurance proceeds derived from such loss amount to \$25,000 or less, then the Board shall contract with any licensed contractor or contractors to rebuild or repair such

damage or destroyed portions of the Property in conformance with the original plans and specifications, or if adherence to such original plans and specifications is impracticable in the Board's opinion, then in conformance with revised plans and specifications provided such repairs or rebuilding shall be of a quality and kind substantially equivalent to the original construction. The Board shall accept bids only in specific amounts and shall not enter into any cost-plus or other sliding scale arrangement for compensation to the contractor.

11.03. Insurance Proceeds Greater than \$25,000. If the insurance proceeds derived from such loss exceed \$25,000, all such insurance proceeds shall be paid directly to an Insurance Trustee as may be designated by the Board, as trustee for all Mortgage Holders holding first mortgages on the Property, and all Unit Owners as their interests may then appear. Disbursement of such funds shall be made only upon the signatures of a majority of the members of the Board. Developer shall not be named Insurance Trustee.

11.04. Responsibility of Unit Owner. If the damage is only to those parts of a Unit for which the responsibility for maintenance and repair is that of the Owner, then that Owner shall be responsible for reconstruction and repair, but the proceeds of any insurance that may have been obtained by the Association shall be made available for such purpose. Subject to the provisions of this Master Deed, in all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

11.05. Insurance Proceeds Insufficient. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the costs thereof are insufficient, assessments shall be made against all Owners whose Units are damaged or destroyed, in sufficient amounts to provide funds for the payment of such costs. Despite anything to the contrary in this Master Deed or By-Laws, such assessments shall be in proportion to the Unit Owner's payment of Common Expense assessments as set forth in this Master Deed. The foregoing provisions of this subparagraph are applicable to the repairs and reconstruction to be undertaken by the Association and do not cover damages to those portions of the Unit for which the responsibility of maintenance and repair is that of the Unit Owner for which the costs and expenses must be borne by each Owner; provided, however, any portion of the insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an individual Unit Owner shall be paid to said Unit Owner, or if there is a mortgage endorsement as to such Unit, then to the Unit Owner and mortgagee, jointly.

11.06. Excess Insurance Proceeds. If the amount of available insurance proceeds should exceed the cost of any such reconstruction or repair, the excess shall be retained by the Association and supplied by it to reduce the Common Expenses.

11.07. Assignment to Eligible Mortgage Holder. In the event the Association determines not to repair or restore the damaged property in accordance with N.J.S.A. 46:8B-24, any insurance proceeds payable to a Unit Owner as a result of damage or destruction to his Unit and/or interest in the Common Elements are hereby assigned and shall be paid to any appropriate Mortgage Holder(s), as their interests may appear, for application to the appropriate mortgage indebtedness and the excess, if any, shall be paid to the appropriate Unit Owners.

12. EMINENT DOMAIN.

12.01. Notice and Participation of Unit Owners. If any Building, improvement or Common Element or any part thereof shall be taken, injured or destroyed by eminent domain, each Unit Owner affected shall be entitled to notice of such taking and to participate through the Association in the proceeding incident thereto. Each 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.

13. INSURANCE.

13.01. As required by N.J. S.A. 46:8B-14(d) and (e), the Board shall obtain and continue in effect blanket property insurance on the Common Elements in an amount equaling replacement value, but without prejudice to the right of the Owner of any Unit to obtain individual Unit insurance at his own cost. In addition, the Board shall obtain and continue such other amounts of insurance as may be required by the provisions of the By-Laws. Premiums for all such insurance coverage except for individual Unit coverage shall be a Common Expense to be included in the monthly assessment for Common Expenses.

14. AMENDMENT OF MASTER DEED.

14.01. This Master Deed may be amended at any time after the date hereof by a vote of all Unit Owners, at any meeting of the Association duly held in accordance with the provisions of the By-Laws and, where required by law, with the consent of any applicable Mortgage Holder. No amendment shall be effective

until recorded in the Office of the Clerk of Somerset County, New Jersey. This paragraph is by way of supplement to and not in derogation of the powers of amendment reserved to Developer pursuant to Paragraph 10 hereof. In the alternative, an amendment may be made by an agreement, signed and acknowledged by all of the Unit Owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Office of the Clerk of Somerset County, New Jersey. Any amendment so requiring it under the provision of Paragraph 20 shall have the written approval or joinder of each Eligible Mortgage Holder.

15. ENFORCEMENT.

15.01. Enforcement of this Master Deed, the Certificate of Incorporation, the By-Laws, Rules and Regulations, or any supplement or amendment to the foregoing shall be by any appropriate proceeding in law or equity in any Court or administrative tribunal having jurisdiction against any person or persons, firm or corporation violating or attempting to violate any covenant herein contained; either to restrain or enjoin such violation or threatened violation, or to recover damages; and against any Owner to enforce any lien created by this Master Deed in any covenant herein contained. Failure by the Association or any Member thereof to enforce any covenant herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same.

15.02. In the event the Condominium is not maintained in reasonable order and condition, the Borough of Raritan shall have the right, but not the duty or obligation to enter upon and maintain the Condominium. Default in maintenance by the Association shall result in the imposition of liens against the interests of Unit Owners. The assumption of such responsibility shall be in accordance with the procedure set forth in N.J.S.A. 40:55D-43(b). Cost of same shall be assessed, enforced and collected in accordance with the provisions of N.J.S.A. 40:55D-43(c). Despite any limitations as to the applicability of N.J.S.A. 40:55D-43 (b) and (c) aforesaid to the maintenance of "open space", provisions of this paragraph shall be deemed to apply to all maintenance and repair obligations as set forth in this Master Deed. The cost of such maintenance by the municipality shall be assessed pro rata against the Owners of each Unit affected thereby and shall be enforceable by the Borough of Raritan in the manner provided by law with respect to real estate taxes assessed directly against each such Unit. This paragraph shall create a right of maintenance and repair, but shall impose no duty or obligation on the part of the Borough of Raritan to enter upon and maintain or repair the Condominium. There shall be no liability on the part of the Borough of Raritan if this right is not exercised. The rights granted in this Paragraph shall be in addition to any rights granted in Paragraph 29 herein.

16. WAIVER.

16.01. No provision contained in this Master Deed shall be deemed to have abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

17. GENDER.

17.01. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

18. RATIFICATION, CONFIRMATION AND APPROVAL OF AGREEMENTS.

18.01. The fact that some or all of the Officers, Directors, Members or employees of the Association and the Developer may be identical, and the fact that the Developer or its nominees, have heretofore or may hereafter enter into agreements with the Association or with third parties, will not invalidate any such agreements and the Association and its Members, from time to time, will be obligated to abide by and comply with the terms and conditions thereof. The purchase of a Unit, and the acceptance of the Deed therefor by any party, shall constitute the ratification, confirmation and approval by such purchaser, his heirs, legal representatives, successors and assigns, of the propriety and legality of said agreements or said agreement, or any other agreements authorized and permitted by the New Jersey Condominium Act, this Master Deed, the Certificate of Incorporation or the By-Laws.

19. RIGHTS RESERVED TO DEVELOPER.

19.01. Despite anything to the contrary herein or in the Certificate of Incorporation or ByLaws of the Association, and subject to the restrictions of Paragraph 25 herein, Developer hereby reserves for itself, its successors and assigns, for so long as it owns one or more Units in the Condominium, the right to sell, lease, mortgage or sublease any unsold Units within the Condominium in its sole discretion. In the event the Developer exercises its right to rent or lease to non-contract occupants, the Developer shall be responsible for the payment of the appropriate maintenance fee to the Association, pursuant to the terms of the Master Deed and By-laws of the Condominium.

20. PROTECTIVE PROVISIONS FOR THE BENEFIT OF ELIGIBLE MORTGAGE HOLDERS.

20.01. Definitions. "Eligible Mortgage Holder" shall mean and refer to any First Mortgage Holder which has requested in writing that the Association provide notice of any of the proposed actions described in Section 20.02.

20.02. Notice to Eligible Mortgage Holder. Each Eligible Mortgage Holder shall be entitled to timely written notice of the following:

- (1) Any proposed amendment to the Certificate of Incorporation, the By-Laws or this Master Deed.
- (2) Any condemnation or casualty loss that affects either a material portion of the Common Elements or the Unit securing the Eligible Mortgage Holder's mortgage.
- (3) Any sixty (60) day delinquency in the payment of Common Expense assessment installments or other assessments or charges owed to the Association by the Unit Owner of the Unit upon which the Eligible Mortgage Holder holds a first mortgage.
- (4) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- (5) Any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

20.03. Prior Written Approval of 51% of Eligible Mortgage Holders. Despite any provision to the contrary contained in the Certificate of Incorporation, the By-Laws or this Master Deed, the prior written approval of at least fifty one (51%) percent of the Eligible Mortgage Holders is required for any material amendment to the Certificate of Incorporation, the By-Laws and this Master Deed, including, but not limited to, any amendment which would change:

- (1) Voting rights;
- (2) Assessments by increasing the previously assessed amount by more than 25 percent;
- (3) Reserves for maintenance, repair and replacement of Common Elements;
- (4) Responsibility for maintenance and repairs;
- (5) Assessment allocations, assessment liens or subordination of assessments liens;
- (6) Reallocation of interests in the General or Limited Common Elements or rights to their use;
- (7) Boundaries of any Unit;
- (8) Convertibility of Units into Common Elements or vice versa;

- (9) Expansion or contraction of the development, or the addition, annexation or withdrawal of land to or from the Condominium;
- (10) Insurance or fidelity bonds;
- (11) Leasing of Units;
- (12) Imposition of any restrictions upon a Unit Owner's right to sell or transfer his or her Unit;
- (13) A decision by the Association to establish self-management rather than professional management;
- (14) Restoration or repair of the development (after damage, destruction or condemnation) in a manner other than that specified in this Master Deed or the By-Laws;
- (15) Any action to terminate the legal status of the development after substantial damage or condemnation occurs; or
- (16) Any provisions that expressly benefit Eligible Mortgage Holders.

20.04. Notice of Non-Material Amendments to Constituent Documents. Each Eligible Mortgage Holder shall receive thirty (30) days advance notice, to be sent certified mail, return receipt requested, of any proposed non-material amendment to this Master Deed, the By-Laws or the Certificate of Incorporation permitted by same, which notice shall include a copy of the proposed change. Any Eligible Mortgage Holder being served with such notice shall be deemed to have implicitly approved such change as proposed unless it states in a written response to the Association its objections or comments relative to such proposed change.

20.05. Additional Provisions for Benefit of Eligible Mortgage Holders. The following additional provisions are for the benefit of Eligible Mortgage Holders:

(1) Any lien the Association may have on a Unit for the payment of Common Expense assessments attributable to each Unit is subordinate to the lien or equivalent security interest of any First Mortgage on the Unit recorded prior to the date any such Common Expense assessment becomes due.

(2) The Association shall maintain current copies of the Master Deed, Certificate of Incorporation, By-Laws and Rules and Regulations of the Association, and any respective amendments thereto, as well as its own books, records and financial statement available for inspection by Unit Owners and Eligible Mortgage Holders. Any Eligible Mortgage Holder shall upon written request, (i) be permitted to inspect the books and records of the Association during normal business hours; (ii) receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the

Association; and (iii) receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

(3) Any Eligible Mortgage Holder who holds a first mortgage lien on a Unit who obtains title to such Unit as a result of foreclosure of the First Mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser in a foreclosure sale, or their respective successors and assigns, is not liable for the share of Common Expenses or other assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner which become due subsequent to recordation of the First Mortgage and prior to acquisition of title. Such unpaid share of Common Expenses and other assessments shall be deemed to be Common Expenses collectible from all of the remaining Unit Owners including such acquirer, his successors and assigns.

(4) Any management agreement for the Property will be terminable by the Association with or without cause and without penalty upon ninety (90) days prior written notice, and the term of any such agreement shall not exceed one year.

(5) Any lien the Association may have on any Unit for the payment of Common Expense assessments attributable to such Unit is subordinate to the lien or equivalent security interest of any First Mortgage on the Unit recorded prior to the date any such Common Expense assessment became due.

(6) Nothing contained in this Section 20.05 shall be deemed to limit or preclude an Eligible Mortgage Holder from exercising any right established elsewhere in this Master Deed and arising in its favor in its capacity as a First Mortgage Holder. Nothing in this Paragraph 20 shall be deemed to limit the rights established elsewhere in this Master Deed in favor of Mortgage Holders who are not Eligible Mortgage Holders.

21. DURATION.

21.01. The provisions of this Master Deed shall be perpetual in duration, shall run with and bind all of the land included in the Condominium and shall inure to the benefit of and be enforceable by the Association and the Unit Owners, their respective successors, assigns, heirs, executors, administrators, and personal representatives, except that the covenants and restrictions set forth in Paragraph 25 shall have an initial term of forty (40) years from the date this Master Deed is recorded in the Office of the Somerset County Clerk, at the end of which period such covenants and restrictions shall automatically be extended for successive periods of ten (10) years each, unless at least two-thirds (2/3) of the Unit Owners at the time of expiration of the initial period, or of any extension period, shall sign an instrument, or instruments (which may be in counterparts), in which they shall

agree to change said covenants and restrictions in whole or in part; but no such agreement shall become binding unless written notice containing the terms of the proposed agreement is sent to every Owner at least ninety (90) days in advance of the action taken in authorizing said agreement; and, in any event, any changes concerning any such agreement shall not become effective and binding until the recording of the aforesaid fully executed instrument or instruments containing such agreement, and provided further, that in no event may the Common Elements be conveyed to any third person, firm or corporation, without the express consent, by ordinance, of the governing body of the Borough of Raritan, (or such municipal corporation or other governmental entity as may then have zoning and subdivision jurisdiction over the Property).

22. RULE AGAINST PERPETUITIES.

22.01. If any provision of this Master Deed, or the By-Laws shall be interpreted to constitute a violation of the rule against perpetuities, then such provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of Robert F. Kennedy, deceased, former Senator of the State of New York, plus twenty-one (21) years thereafter.

23. SPECIAL DEVELOPERS'S RIGHTS.

23.01. Effectiveness of Transfer of Special Developer Rights. No special rights created or reserved to the Developer under this Master Deed ("Special Developer Rights") may be transferred except by an instrument evidencing the transfer recorded in the Clerk of Somerset County, New Jersey. The instrument shall not be effective unless executed by the transferee.

23.02. Effectiveness of Transfer Of Special Developer Rights. Upon transfer of any such Special Developer Right, the liability of the transferor is as follows:

(a) A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations imposed upon him. Lack of privity does not deprive any Unit Owner of standing to bring an action to enforce any obligation of the transferor.

(b) If a transferor retains any such Special Developer Right, or if a successor to any such Special Developer is an affiliate of the Developer, the transferor is subject to liability for all obligations and liabilities imposed on a Developer or by the Master Deed, arising after the transfer, and is jointly and severally liable with the successor for the liabilities and obligations of the successor which relate to the Condominium.

(c) A transferor who retains no such Special Developer Rights has no liability for any act or omission or any breach of a contractual or warranty

obligation arising from the exercise of any such Special Developer Right by a successor Developer who is not an affiliate of the transferor.

23.03. Transfer of Rights After Foreclosure, Trustee's Sales or Bankruptcy.

Unless otherwise provided in a mortgage instrument or deed of trust, in case of foreclosure of a mortgage, sale by a trustee under a deed of trust, or sale under Bankruptcy Act or receivership proceedings, of any Units owned by Developer in the Condominium, a person acquiring title to all the Units being foreclosed or sold, but only upon his request, succeeds to all such Special Developer Rights, or only to any such Special Developer Rights to maintain models, sales offices and signs. The judgment or instrument conveying title shall provide for transfer of only the Special Developer Rights requested.

Upon foreclosure, sale by a Trustee under a deed of trust, or sale under Bankruptcy Act or receivership proceedings, of all Units in the condominium owned by Developer:

- (i) The Developer ceases to have any such Special Developer Rights, and
- (ii) The period of Developer control terminates unless the judgment or instrument conveying title provides for transfer of all such Special Developer Rights to a successor to Developer.

23.04. Liability of Successors to Special Developer Rights. The liabilities and obligations of persons who succeed to all Special Developer Rights are as follows:

(a) A successor to all such Special Developer Rights who is an affiliate of the Developer is subject to all obligations and liabilities imposed on any Developer by law or by the Master Deed.

(b) A successor to all such Special Developer Rights, other than a successor described in subparagraphs (c) or (d) hereof who is not an affiliate of Developer, is subject to all obligations and liabilities imposed upon Developer by law or the Master Deed, but he is not subject to liability for misrepresentations or warranty obligations on improvements made by any previous Developer or made before the Condominium was created, or for a breach of fiduciary obligation by any previous Developer.

(c) A successor to only Special Developer Rights to maintain models, sales offices and signs, if he is not an affiliate of Developer, may not exercise any other Special Developer Rights, but is not subject to any liability or obligation as a Developer.

(d) A successor to all Special Developer Rights who is not an affiliate of Developer and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to Units under

subparagraph (c) aforesaid, may declare his intention in a recorded instrument to hold those rights solely for transfer to another party. Thereafter, until transferring all such Special Developer Rights to any person acquiring title to any Unit owned by the successor, or until recording an instrument permitting exercise of all those rights, that successor may not exercise any of those rights other than right to control the Board for the duration of any period of Developer control, and any attempted exercise of those rights is void. So long as a successor Developer may not exercise special rights under this subparagraph, he is not subject to any liability or obligation as a Developer other than liability for the successor's act and omissions under the Master Deed.

23.05. Limitation of Successor's Liability.

Nothing in this paragraph subjects any successor to a Special Developer Right to any claims against or other obligations of a transferor other than claims and obligations arising under the Master Deed.

24. INVALIDITY.

24.01. The invalidity of any provision of this Master Deed, the Certificate of Incorporation, or By-Laws of the Association shall not be deemed to impair or affect in any manner the validity, enforceability or affect the remainder of this Master Deed or said By-Laws and in such event all of the other provisions of this Master Deed and said By-Laws shall continue in full force as if such invalid provisions had never been included.

25. RESTRICTIONS.

25.01. General Restrictions. The Condominium is subject to all covenants, restrictions and easements of record and to the following restrictions:

(a) No Unit, except those Units owned by the Developer and used by it as sales offices, administrative offices or models, shall be used for any purpose other than as a private residence.

(b) No clothes poles or lines shall be installed or maintained. No clothes, plants or other hanging items, objects or devices shall be allowed to hang on or be attached to the exterior of the buildings, including, but not limited to, railings or fences.

(c) No animals, livestock or poultry of any kind shall be raised, bred, or kept on the Property, except that domestic pets weighing up to 25 pounds shall be permitted. Domestic pets weighing more than 25 pounds may be permitted by the Board of Directors on a case-by-case basis upon application by a Unit Owner for such approval. The Board of Directors shall have the obligation to answer such an

application within forty-five (45) days after receipt of such a request, and failure to do so within the stipulated time shall constitute a denial of approval of said application. Such denial shall not prejudice the Unit Owner's right to reapply.

(d) No trailer, tractor, truck, mobile home, recreation vehicle over 20 feet long, boat, boat trailer or the like shall be stored or housed or parked on the Property, except that this restriction shall not apply to trucks and equipment stored on the Property by the Developer, the Association and/or management agent for use in maintaining the Property or any portion thereof. This restriction shall not apply to minivans, vans or sport utility vehicles. No repairing of vehicles may be done anywhere on the Property. No inoperable and/or unregistered vehicle shall be stored, housed or parked on the Property.

(e) No portion of the Common Elements or other portion of the Property thereof shall be used or maintained for the dumping of rubbish or debris. Trash, garbage or other waste shall be kept in sanitary containers on the Property for weekly or more frequent collection. Materials to be recycled shall be kept in a clean condition and stored in the appropriate locations or containers for periodic collection. No barbecues shall be allowed on the Property, except as set forth in Section (h) below.

(f) No exterior loudspeakers other than as contained in portable radios or television sets shall be permitted. No unshielded floodlights shall be installed in any exterior area of any Unit; except Developer may install exterior floodlights for lighting Common Areas and sales areas.

(g) No sign of any kind shall be displayed on any Unit or on the Common Property except for signs utilized by the Developer for directional, identification, traffic, sales, rental or marketing purposes, without the prior approval of the Association.

(h) No external or visible radio, television or any type of communication aerial or antenna shall be installed or affixed by any Unit Owner except Developer on or about the exterior of any building constructed or erected on the Property. No storage of any materials or personalty shall be permitted on patios, decks, balconies, porches, limited common areas and common areas, on the Property, except on the decks, patios and balconies, Unit Owners may maintain chairs, tables and barbecues for recreational use. Such chairs, tables and barbecues shall mean outdoor casual furniture intended for summer use. Barbecues when used must be a minimum of 5 feet away from the side of the building, and may be stored next to the building when cooled. Despite anything to the contrary, Unit Owners who have fireplaces may store firewood only in one metal hoop designed for that purpose.

(i) No signs of any kind shall be permitted upon the premises except as provided in subsection (g) above.

(j) In order to provide an orderly procedure in the case of title transfers, and to assist in the maintenance of a current, up-to-date roster of Unit Owners, the owner of a Unit shall give the Secretary of the 10 John F. Goellner Drive

Condominium Association timely notice of his intent to list his Unit for sale, and, upon closing of title shall forthwith notify such Secretary of the names and home addresses of the purchasers.

(k) No Unit Owner or occupant shall build, plant or maintain any matter or thing upon, in, over and under the Common Elements or Property without the prior consent of the Association.

(l) No Unit Owner or occupant shall burn, chop or cut anything on, over or above the Common Elements or any part of the Property.

(m) Unit Owners shall not have any right to paint or otherwise decorate or change the appearance of any portion of the exterior of any Building, without the prior consent of the Association; this includes, but is not limited to, installation of storm doors and storm windows.

(n) To the extent that equipment, facilities and fixtures, within any Unit(s) shall be connected to similar equipment, facilities and fixtures, affecting or serving other Unit(s) or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the By-Laws and the rules and regulations of the Association.

(o) Nothing shall be done or kept in any Unit or in or upon the Common Elements or on the Property which will increase the rates of insurance of the Building(s) or the contents thereof beyond the rates applicable for Units, without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or in or upon the Common Elements or Property which will result in the cancellation of insurance of any of the Buildings or the contents thereof.

(p) No noxious or offensive activities shall be carried on, in or upon the Common Elements or in any such Unit nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other residents in the condominium.

(q) No immoral, improper, offensive or unlawful use shall be made of any Unit, and all valid laws, zoning ordinances or regulations of all governmental bodies having jurisdiction thereof shall be observed.

(r) Nothing shall be done to any Unit or on or in the Common Elements which will impair the structural integrity of any Building or which will structurally change a Building. No Unit Owner (other than the Developer) may make any structural additions, alterations, or improvements in or to his Unit or in or to the Common Elements, without the prior written approval of the Association or impair any easement without the prior written consent of the Association. Water beds shall not be permitted. Structural additions which require such approval prior to construction shall include, but shall not be limited to, sheds and storage buildings. Extension or removal of fences, if any, from their location as placed by Developer shall require the prior written consent of the Association. The Board of Directors of the Association shall have the obligation to answer any written request received by it from a Unit Owner for approval of a proposed structural addition, alteration

or improvement in such Unit Owner's Unit or on Common Elements within 45 days after receipt of such request, and failure to do so within the stipulated time shall constitute a denial of approval of the proposed structural addition, alteration or improvement. Such denial shall not prejudice the Unit Owner's right to reapply. Any application to any municipal authority for a permit to make an addition, alteration or improvement in or to any Unit must be approved by the Association and, if approved, shall be executed by the Board of Directors of the Association and may then be submitted by the Unit Owner. Such approval, however, shall not incur any liability on the part of the Association to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The Unit Owner shall furnish the Association with a copy of any such permit he has procured. The provisions of this subparagraph (r) shall not apply to Units owned by the Developer until such Units have been initially sold and conveyed by the Developer. While the Developer 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.

(s) Draperies, blinds, curtains or other window coverings acceptable to the Association must be installed by each Unit Owner on all windows of his Unit and must be maintained in said windows at all times. All floor areas in a second floor Unit must be covered by padding, carpeting, and rugs, tile or linoleum of a size and quality reasonably acceptable to the Association. These provisions shall not apply to the Developer.

(t) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably intended and suited and which are incident to the use and occupancy of the Units.

(u) No Unit shall be rented by the Owner thereof or otherwise utilized for transient or hotel purposes, which shall be defined as "(i) rental for any period less than ninety (90) days; or (ii) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverages, maid services, furnishing laundry and linen, and bellboy services", provided, however, that any Unit Owner including Developer may rent a Unit for a period of less than ninety (90) days to a contract purchaser. No Unit Owner may lease less than an entire Unit. Other than the foregoing, Unit Owners, including Developer, shall have the right to lease same provided that said lease is in writing and made subject to all provisions of the Master Deed, the By-Laws of the Association and other documents referred to herein, including the right of amendment reserved to Developer herein, provided that any failure of the lessee to fully comply with the terms and conditions of such documents shall constitute a default under the lease.

In the event a tenant of a Unit defaults under his lease by failure to comply with the provisions of the Master Deed, By-Laws or Rules and Regulations of the Association, then, in addition to all other remedies which it may have, the Association shall notify the Unit Owner of such default(s) and demand that same be cured through the Unit Owner's efforts within fifteen (15) days after such notice. If such default(s) is not cured within said fifteen (15) days, 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 default(s). Such action shall not be compromised or settled without the prior written consent of the Association. In the event the Unit Owner fails to fulfill the foregoing obligation, then the Association 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 Association in the same manner as the Association 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 Association as his attorney-in-fact for the purposes described in this subparagraph.

(v) Each Unit Owner shall have the right to mortgage or encumber his Unit.

(w) All property taxes, special assessments and other charges imposed by any taxing authority are to be separately assessed against and collected on each Unit as a single parcel, as provided in the New Jersey Condominium Act. In the event that for any year such taxes are not separately taxed to each Unit, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his proportionate undivided percentage interest in the Common Elements.

(x) Each Unit Owner shall pay for his own telephone, and other utility, if any, which are separately metered or billed to each user by the respective utilities. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

(y) The right of the Unit Owner to sell, transfer or otherwise convey his or her Unit shall not be subject to any right of first refusal.

(z) Nothing herein shall be construed to prohibit the reasonable adaptation of any Unit for handicap use.

25.02. Powers and Duties.

(a) Subject to the Master Deed and restrictions or other instruments of creation, the Association may do all that it is legally entitled to do under the laws applicable to its form of organization.

(b) The Association shall discharge its powers in a manner that protects and furthers the health, safety and general welfare of the residents of the community.

(c) The Association shall provide a fair and efficient procedure for the resolution of disputes between individual Unit Owners and the Association, and between different Unit Owners, that shall be readily available as an alternative to litigation.

26. RENTAL OF UNITS BY SPONSOR.

26.01. Sponsor reserves the right to rent any unsold Unit. If Sponsor retains title to any Units, and rents those Units, then Sponsor shall pay the Common Expense Assessments due on behalf of that Unit. If Developer retains title to and rents condominium Units to noncontract purchaser occupants, Developer may not use the rental of Units to avoid turnover of control to Unit Owners pursuant to the By-Laws of the Association.

27. AMENDMENTS REQUIRING APPROVAL OF 75% OF ELIGIBLE MORTGAGE HOLDERS.

27.01. The prior written approval of at least seventy-five (75%) percent of the Eligible Mortgage Holders is required before the effectuation of any decision by the Unit Owners to terminate the legal status of the Condominium as a Condominium for reasons other than substantial destruction or condemnation of the Property.

28. EXHIBITS.

Attached hereto and made a part hereof are the following exhibits:

- Exhibit "A" Metes and bounds description of the Property.
- Exhibit "B" Site Plan of the Property.
- Exhibit "C" Metes and bounds descriptions of individual Units
- Exhibit "D" Certificate of Incorporation of 10 John F. Goellner Drive Condominium Association
- Exhibit "E" By-Laws of 10 John F. Goellner Drive Condominium Association
- Exhibit "F" Percentage of Interest Schedule.

EXHIBIT "A"

PATRICK H. FATTON LAND SURVEYING, LLC

115 OLD CROTON ROAD

FLEMINGTON, NEW JERSEY 08822

908-788-5790

E-MAIL: fatton@comcast.netDeed Description

Tax Map Block 32, Lot 15

Raritan Borough

Somerset County, N.J.

Beginning at an iron pipe found along the westerly Right-of-Way line of John F. Goellner Drive (50' wide R.O.W.), said beginning being the southeast corner to lands now or formerly Alfred and Loretta Schultz (Block 32, Lot 14); and running; thence

1. Along the westerly Right-of-Way line of John F. Goellner Drive, South $01^{\circ}45'00''$ West, a distance of seventy-nine and zero one-hundredths feet (79.00') to a corner witnessed by an iron pipe found one and seventy-two one-hundredths feet (1.72') southeast of said corner; said corner being a common corner to lands now or formerly Brian and Elizabeth Ryno (Block 32, Lot 16); thence
2. Along lands now or formerly Brian and Elizabeth Ryno (Block 32, Lot 16), North $88^{\circ}15'00''$ West, a distance of one-hundred and two one-hundredths feet (100.02') to an iron pipe found, corner to the same and in line of lands now or formerly Bridgewalk, LLC (Block 31, Lot 14); thence
3. Along lands now or formerly Bridgewalk, LLC, (Block 31, Lot 14), North $01^{\circ}45'00''$ East, a distance of seventy-nine and zero one-hundredths feet (79.00') to an iron pipe found in line of the same, common corner to lands now or formerly Alfred and Loretta Schultz (Block 32, Lot 14); thence
4. Along lands now or formerly Alfred and Loretta Schultz (Block 32, Lot 14), South $88^{\circ}15'00''$ East, a distance of one hundred and two one-hundredths feet (100.02') to the point and place of beginning and containing 0.181 acres more or less, as surveyed by Patrick H. Fatton Land Surveying, LLC in October, 2018.

All bearings herein refer to "Heather Hill at Raritan" prepared by Yannacone, Murphy and Hollows, Inc., dated May 15, 1980 and filed in the Somerset County Clerk's Office as Filed Map #1878.

Subject to any easements and/or restrictions of record.

Description prepared by

Patrick H. Fatton, PLS

Patrick H. Fatton, PLS

NJ License #35361

January 16, 2019

EXHIBIT "C"
PATRICK H. FATTON LAND SURVEYING, LLC
 115 OLD CROTON ROAD
 FLEMINGTON, NEW JERSEY 08822
 908-788-5790
 E-MAIL: fatton@comcast.net

Deed Description

Condominium Unit C001
 Tax Map Block 32, Lot 15
 Raritan Borough
 Somerset County, N.J.

Beginning at a point being located the following (2) courses from the northeast corner to lands now or formerly Tzay-Rong Jenq and Pearl L.Yu (Block 32, Lot 15),

- (A) South 01°45'00" West, a distance of thirty-eight and forty-seven one-hundredths feet (38.47') to a point; thence
- (B) North 89°04'41" West, a distance of twenty-seven and seventy-four one-hundredths feet (27.74') to the point and place of beginning; and thence
1. First through the party wall of the adjoining condominium unit C002; then through the center of a concrete patio, North 89°04'41" West, a distance of forty-seven and fifteen one-hundredths feet (47.15') to a corner; thence
 2. North 00°31'18" East, a distance of eleven and ninety-four one-hundredths feet (11.94') to a corner; thence
 3. South 89°10'05" East, a distance of eleven and eight-seven one-hundredths feet (11.87') to a corner; thence
 4. North 00°22'17" East, a distance of seventeen and seven one-hundredths feet (17.07') to a corner; thence
 5. South 89°04'41" East, a distance of thirty-three and fifty-eight-hundredths feet (33.58') to a corner; thence
 6. South 00°16'24" West, a distance of twelve and one one-hundredths feet (12.01') to a corner; thence
 7. South 89°29'03" East, a distance of one and seventy-one one-hundredths feet (1.71') to a corner; thence
 8. South 01°03'44" West, a distance of seventeen and three one-hundredths feet (17.03') to the point and place of beginning and containing a condominium area of 0.026 acres (1,148 S.F.) more or less.

Deed Description

Condominium Unit C001

Tax Map Block 32, Lot 15

Raritan Borough

Somerset County, N.J.

Page 2

All bearings herein refer to "Heather Hill at Raritan" prepared by Yannacone, Murphy and Hollows, Inc., dated May 15, 1980 and filed in the Somerset County Clerk's Office as Filed Map #1878.

Subject to any easements and/or restrictions of record.

Description prepared by

Patrick H. Fatton, PLS

Patrick H. Fatton, PLS

NJ License #35361

January 16, 2019

PATRICK H. FATTON LAND SURVEYING, LLC

115 OLD CROTON ROAD
 FLEMINGTON, NEW JERSEY 08822
 908-788-5790
 E-MAIL: fatton@comcast.net

Deed Description

Condominium Unit C002
 Tax Map Block 32, Lot 15
 Raritan Borough
 Somerset County, N.J.

Beginning at a point being located the following (2) courses from the northeast corner to lands now or formerly Tzay-Rong Jenq and Pearl L.Yu (Block 32, Lot 15),

- (A) South $01^{\circ}45'00''$ West, a distance of thirty-eight and forty-seven one-hundredths feet (38.47') to a point; thence
- (B) North $89^{\circ}04'41''$ West, a distance of twenty-seven and seventy-four one-hundredths feet (27.74') to the point and place of beginning; and thence
1. South $01^{\circ}03'44''$ West, a distance of seventeen and two one-hundredths feet (17.02') to a corner;
 2. North $89^{\circ}06'53''$ West, a distance of four and fifty-eight one-hundredths feet (4.58') to a corner; thence
 3. South $00^{\circ}53'07''$ West, a distance of one and ninety one-hundredths feet (1.90') to a corner; thence
 4. South $89^{\circ}11'14''$ East, a distance two and eighty-eight one-hundredths feet (2.88') to a corner; thence
 5. South $00^{\circ}48'46''$ West, a distance of ten and ten one-hundredths feet (10.10') to a corner; thence
 6. North $89^{\circ}25'05''$ West, a distance of thirty-three and fifty-seven one-hundredths feet (33.57') to a corner; thence
 7. North $00^{\circ}22'17''$ East, a distance of seventeen and seven one-hundredths feet (17.07') to a corner; thence
 8. North $88^{\circ}23'25''$ West, a distance of eleven and sixty-one one hundredths feet (11.61') to a corner; thence
 9. North $00^{\circ}31'18''$ East, a distance of twelve and zero one-hundredths feet (12.00') to a corner; thence

Deed Description

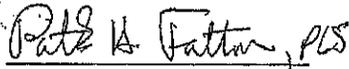
Condominium Unit C002
Tax Map Block 32, Lot 15
Raritan Borough
Somerset County, N.J.
Page 2

10. First through the center of a concrete patio, then through the party wall of the adjoining condominium unit, C001, South 89°04'41" East, a distance of forty-seven and fifteen one-hundredths feet (47.15') to the point and place of beginning and containing a condominium area of 0.026 acres (1,145 S.F.) more or less.

All bearings herein refer to "Heather Hill at Raritan" prepared by Yannacone, Murphy and Hollows, Inc., dated May 15, 1980 and filed in the Somerset County Clerk's Office as Filed Map #1878.

Subject to any easements and/or restrictions of record.

Description prepared by



Patrick H. Fatton, PLS
NJ License #35361
January 16, 2019

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF INC, (NON PROFIT)

10 JOHN F. GOELLNER DRIVE CONDOMINIUM ASSOCIATION A NJ NONPROFIT CORPORATION
0450350393

The above-named DOMESTIC NON-PROFIT CORPORATION was duly filed in accordance with New Jersey State Law on 02/15/2019 and was assigned identification number 0450350393. Following are the articles that constitute its original certificate.

1. Name:
10 JOHN F. GOELLNER DRIVE CONDOMINIUM ASSOCIATION A NJ NONPROFIT CORPORATION
2. Registered Agent:
TZAY-RONG JENQ
3. Registered Office:
8 BROOKFIELD WAY
PRINCETON JUNCTION, NEW JERSEY 08550
4. Business Purpose:
CONDOMINIUM ASSOCIATION
5. Duration:
PERPETUAL
6. Effective Date of this Filing Is:
02/15/2019
7. Qualification as set forth herein:
AS SET FORTH IN THE BYLAWS
8. Rights and Limitations of members if not previously addressed:
AS SET FORTH IN THE BYLAWS
9. Method of electing Trustees as set forth herein:
AS SET FORTH IN THE BYLAWS
10. Asset Distribution:
AS SET FORTH IN THE BYLAWS
11. First Board of Trustees:
TZAY-RONG JENQ
8 BROOKFIELD WAY
PRINCETON JUNCTION, NEW JERSEY 08550

PEARL L. YU
8 BROOKFIELD WAY
PRINCETON JUNCTION, NEW JERSEY 08550

WAYNE JENQ
8 BROOKFIELD WAY
PRINCETON JUNCTION, NEW JERSEY 08550
12. Incorporators:
JOHN WILEY JR
216 AMBOY AVE
METHUEN, NEW JERSEY 08840

Continued on next page ...

Page 1 of 2

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF INC. (NON PROFIT)

10 JOHN F. GOELLNER DRIVE CONDOMINIUM ASSOCIATION A NJ NONPROFIT CORPORATION
0450350393

13. Main Business Address:
8 BROOKFIELD WAY
PRINCETON JUNCTION, NEW JERSEY 08550

Signatures:

JOHN WILEY JR
INCORPORATOR



Certificate Number : 4071633769
Verify this certificate online at

https://www1.state.nj.us/T171R_Standings/CertJSP/Verify_Cert.jsp

IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
15th day of February, 2019

A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

Elizabeth Maher Muoio
State Treasurer

BYLAWS

OF

10 JOHN F. GOELLNER DRIVE CONDOMINIUM ASSOCIATION

ARTICLE I

Applicability, Membership

Section 1. Applicability. These Bylaws shall be applicable to 10 John F. Goellner Drive Condominium Association, a NJ nonprofit corporation, its members, and all common areas of the condominiums at 10 John F. Goellner Drive Condominium Association established by Condominium Master Deed.

Section 2. Owners as Members. All present and future owners of condominium units on lands in the Borough of Raritan, Somerset County, New Jersey, which are subject to the 10 John F. Goellner Drive Condominium Association Master Deed, recorded in the County Clerk's Office of the County of Somerset, shall be members of the 10 John F. Goellner Drive Condominium Association. Acquisition or occupancy of a condominium unit shall be conclusively deemed to mean that the said owner, resident, or occupant has consented to and ratified these Bylaws or any amendments thereto.

ARTICLE II

Membership, Voting Rights, and Meetings

Section 1. Membership. Every owner of a condominium unit which is subject to the 10 John F. Goellner Drive Condominium Association Master Deed shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to this Condominium Master Deed. Ownership of a unit shall be the sole qualification for membership. Membership in the Condominium Association shall lapse and terminate when a member shall cease to be an owner; however, any delinquent assessments will still be the personal liability of said owner despite termination of membership.

Section 2. Voting Rights. The owner of each unit shall be entitled to one (1) vote. If there is more than one (1) owner of a unit, the vote shall be cast by a single person designated in writing to cast the vote.

Section 3. Proxies. Votes may be cast either in person or by proxy. Proxies must be in writing, and notice of same must be given to the Association in writing at least two (2) days prior to an meeting at which said proxy is to be used.

Section 4. Quorum. The members entitled to cast a majority of the votes at a meeting shall constitute a quorum at the meeting. The members attending, in person or by proxy, a meeting duly called shall be authorized to transact business at such meeting, except as otherwise provided herein.

Section 5. Meetings. Annual and special meetings of the Condominium Association shall be held at such convenient location as the Directors may otherwise select and at such times fixed by the Directors of the Association. The first annual meeting shall be held on a date to be fixed by the Board of Directors.

Section 6. Notice of Meetings. Written notice of annual meetings shall be given by the Secretary in a method deemed reasonable by the Association. Notices addressed to members at such addresses as may appear on the records of the Association shall be deemed sufficient for all purposes. Such written notice shall set forth the purpose(s) of the meeting, and shall be given not less than fifteen (15) days before the date of such meeting. Waiver of notice may be made by any member, in writing. Presence at the meeting shall be considered a waiver of any formal notice to the member. Only matters set forth in such notice shall be considered at such meeting.

Section 7. Membership List. The Secretary of the Association shall keep a complete list of members of the Condominium Association, together with their last known post office address. It shall be the member's responsibility to inform the Secretary of any changes in address or listing, and of the sale of any unit. Said list shall be open for inspection to all members. The Secretary shall also keep current the minutes of the meetings of the Association, and the resolutions and books of the Association.

Section 8. Special Meetings. The President of the Association, if directed by the Directors, shall call a special meeting. Notice of a special meeting shall state the purpose(s) thereof and be given no later than five (5) days before said meeting. No other meetings shall be called other than provided herein, except that in the event two-thirds of all members desire to call a special meeting and they indicate their desire to the Directors, the President shall be required to call said special meeting. Only matters set forth in such notice shall be considered at such meeting.

Section 9. Majority of Votes. As used in these Bylaws, majority means that number of votes which exceeds 50% of all votes cast.

Section 10. Votes Required. Except as otherwise provided herein, a majority of the votes cast at any meeting shall be determinative of the subject matter of the vote.

ARTICLE III

Board of Directors

Section 1. Regulated By. The duties, selection of, and term of the Board of Directors shall be regulated by these Bylaws and the Condominium Master Deed.

Section 2. Election and Vacancies. The Board of Directors shall be chosen by vote of the members of the Association at an annual or special meeting or by Tzay-Rong Jenq and Pearl L. Yu during the development period as provided hereinafter and in the Declaration. There shall be three (3) members of the Board at all times. Election of members shall be by the following method:

Each member of the Association present at a meeting called for the Purpose of electing Directors, in person or by proxy, shall have one (1) vote for each Director to be elected. The candidates receiving the greatest number of cumulative votes shall be deemed elected, depending on how many vacancies are being filled.

Section 3. Term of Office. At the first annual meeting of the Association after the unit owners have assumed control of the Board of Directors from Tzay-Rong Jenq and Pearl L. Yu, one (1) Director shall be elected to serve three (3) years, one (1) shall be elected to serve two (2) years, and one (1) Director shall be elected to serve one (1) year. Thereafter, Directors shall be elected for 3-year terms. The term of each Director shall commence at the annual meeting at which he is elected. Pending the first election of Directors, the Directors named in the Certificate of Incorporation shall preside.

Section 4. Control of Association by Tzay-Rong Jenq and Pearl L. Yu. Tzay-Rong Jenq and Pearl L. Yu shall have control of the Association by the election of all Directors during the period of development subject to the following limitations:

1. Within 60 days after conveyance of title to 50% (1) of the units, the Board shall call an election on at least 20 and not more than 30 days notice to unit owners for the purpose of electing two (2) of the Directors by the unit owners, other than Tzay-Rong Jenq and Pearl L. Yu.
2. Within 60 days after conveyance of title to 100% (2) of the units, the Board shall call an election on at least 20 and not more than 30 days notice to unit owners for the purpose of electing the remaining Director by the unit owners other than Tzay-Rong Jenq and Pearl L. Yu.

While Tzay-Rong Jenq and Pearl L. Yu maintain a majority of the Board of Directors, they shall have an annual report 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 report shall cover the operating budget and reserve accounts; such report or any audit shall be at the cost of the Association.

While Tzay-Rong Jenq and Pearl L. Yu maintain control of the Board of Directors, they shall take no action which adversely affects a condominium unitowner's rights under N.J.A.C. 5:25-5.5. Claims relative to defects in common areas shall be processed in accordance with N.J.A.C. 5:25-5.5.

Section 5. Removal of Director. A Director may be removed for good cause by a majority of Directors, or with or without good cause by a two-thirds vote of all Association members.

Section 6. Directors Meetings. Meetings of the Board of Directors shall be held at least one (1) time per year. Notice of the meetings shall be given to each Director personally at least five (5) days before the meeting, except that no separate notice need be given of regularly scheduled meetings. Presence of two (2) Directors shall be considered a quorum. Waiver of notice may be made by any Director, in writing. Presence at the meeting shall be considered a waiver of any formal notice to the Director.

Section 7. Nominating Committee. A committee may be chosen to be known as the Nominating Committee and whose function shall be to submit a reasonable number of candidates for the vacancies in the Board of Directors, not to be filled by Tzay-Rong Jenq and Pearl L. Yu. Said list of candidates shall be submitted to the Board of Directors at least fifteen (15) days prior to the annual election. Said number of candidates shall not be less than the number of vacancies in the Board of Directors.

Except as provided in the Certificate of Incorporation and for Directors to be elected by Tzay-Rong Jenq and Pearl L. Yu, all candidates for the Board of Directors must be a member of the Association.

Section 8. Duties of Directors.

A. The affairs of the Association shall be governed by the Board of Directors, except as otherwise provided in the 10 John F. Goellner Drive Condominium Association Master Deed, Certificate of Incorporation, or other Articles of these Bylaws. The Board of Directors shall perform all duties required of it by the Master Deed and Declaration and shall have an powers granted by said Master Deed, including the following duties and powers without limitation:

- (1) To maintain, care for, repair, replace, reconstruct, and protect the common area facilities, and property of the Association.
- (2) To establish, levy, assess, and collect assessments, both annual and special, including

reasonable reserves, from the unit owners, and to use said moneys for the operation and maintenance of the common area facilities and property, to pay for all taxes, insurance, and charges against said property.

(3) To buy, sell, mortgage, lease, rent, borrow, or do any other act which may alter or change the assets of the Association; provided, however, that in the event the Association is desirous of substantially altering or changing the capital structure or property ownership of the Association, then the Association members must consent to said act by a vote according to the provisions of Article 11 hereof.

(4) To prepare, prior to each annual meeting, a balance sheet, statement of income, and budget for the Association reflecting the amounts intended to be necessary to meet the cost of operation and maintenance, etc. In the event it is concluded by the Board of Directors that a special assessment and/or increase in the annual assessment and monthly payments will be necessary, it may make such increase and/or special assessment, and it shall notify the members of the Association by written notice of the same, of the need and the reason therefor and the amounts thereof.

(5) To determine personnel requirements, duties, and organization and to employ and dismiss all employees, agents, or servants of the Association, and to determine the compensation therefor, to obtain fidelity Bonds for all officers or employees of the Association handling or responsible for Association funds, and to provide fiduciary insurance protection for Association Directors and Officers.

(6) To correct delinquent assessments and to employ the provisions and powers set forth in the Condominium Master Deed and the New Jersey Condominium Act, N.J.S.A. 46:8B-1, et sea., to collect, foreclose, execute, or levy against any member or unit which is delinquent.

(7) To authorize and designate such Officer or Officers as may be required to execute and deliver any documents, contracts, deeds, mortgages, certificates, bonds, notes, or other instruments of title, or other

documents of whatsoever nature as may be required in furtherance of the affairs of the Association.

(8) To keep detailed books of account and receipts and expenditures and to employ competent legal counsel and accountants as may be reasonable and necessary.

(9) To carry out the purposes of the Association as embodied in the Certificate of Incorporation, the Condominium Master Deed, and these Bylaws.

(10) To insure against loss from fire, vandalism, or any other cause, on any common areas and facilities, and to maintain public liability insurance insuring the Association and its members against any claims arising from injuries or damages occurring on the common areas and facilities, and to provide such additional insurance on the units as may be appropriate.

(11) To pay taxes and assessments levied against the common areas, in any given year where it is taxed as a whole.

(12) To enforce compliance with the Condominium Master Deed and to make and enforce compliance with such Rules and Regulations relative to the use and occupancy of the units, the operation and use of the common areas and facilities, and to amend the same from time to time as it deems reasonable and necessary. Such Rules and Regulations shall be binding on all owners, occupants, lessees, members, residents, and guests, and which may include although not be limited to, the suspension of the privileges of members and the right to the enjoyment of the common areas and facilities by the owners, members, guests, residents, occupants, and lessees.

B. While Tzay-Rong Jenq and Pearl L. Yu maintain a majority of the Board of Directors, it shall make no additions, alterations, improvements, or purchases 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.

ARTICLE IV

Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, and other officers as the Board of Directors may deem to be necessary and appropriate.

Section 2. How Elected. The officers shall be elected annually by the Board of Directors at a meeting called for that purpose or at the Board's organizational meeting following its election by the members. A majority vote will be sufficient to elect an officer.

Section 3. Presiding Officer. The President shall preside at all meetings of the members.

Section 4. Vice President. In the absence of the President at the meetings of the members, the Vice President shall stand in his place and stead and shall have all the authority of the President.

Section 5. Secretary. The Secretary shall attend all meetings of the Association and Board of Directors and shall record all votes and take minutes of the proceedings, and shall draft resolutions and include all proceedings in a Minutes Book, and shall perform all other duties incident to the office of Secretary.

Section 6. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; provided, however, that disbursements made in the ordinary course of business shall not need resolutions.

The Treasurer shall keep proper books of account and cause annual audit of the Association's books to be made by a Certified Public Accountant at the completion of each fiscal year. He shall supervise the preparation of an annual budget and an annual balance sheet and shall present same to the membership.

ARTICLE V
Committees

The Board of Directors shall have the right to create such committees as it deems appropriate for the performance of any obligation, duty, or responsibility hereunder, and to choose and remove the members thereof, and determine the terms of membership as it deems appropriate. Committee members need not be members of the Board of Directors, but shall be members of the Association.

ARTICLE VI

Forfeiture of Voting Rights

Member in Default. In the event a member is in default of payment of general or special assessments, or is in violation of the Condominium Master Deed, Declaration, Bylaws, or Association Rules and Regulations' his voting rights may be forfeited by the Board of Directors until such default or violation is corrected. This forfeiture in no way relieves said member of any obligations and duties as set forth in the other provisions of these Bylaws or the provisions of the Condominium Master Deed or Declaration.

ARTICLE VII

Amendments

Amendments to Bylaws. These Bylaws may be amended at a regular or special meeting of the members, by majority vote, provided that those provisions of these Bylaws which are governed by the Certificate of Incorporation of this Association may not be amended except as provided in said Certificate of Incorporation or applicable law; and provided, further, that any matter stated herein to be, or which is in fact, governed by the Master Deed or Declaration applicable to the properties may not be amended except as provided in such Master Deed or Declaration. Tzay-Rong Jenq and Pearl L. Yu shall not be permitted to cast any votes held by them for unsold lots, parcels, units, or interests for the purpose of amending the Condominium Master Deed, Bylaws, 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 areas or facilities.

ARTICLE VIIIMiscellaneous

Section 1. Indemnification of Officers and Directors. The Association shall indemnify every Director 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 proceedings to which he may be made a party by reason of his being or having been a Director 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 Director or Officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or Officer may be entitled. All liability, loss, damage, cost, and expense incurred or suffered by the Association by reason 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 in this Article contained shall be deemed to obligate the Association to indemnify any member who is or has been a Director or Officer of the Association, with respect to any duties or obligations assumed or liability incurred by him under and by virtue of his membership in the Association or as an owner of a living unit. Nothing contained herein to the contrary shall serve to exculpate members of the Board of Directors appointed by Tzay-Rong Jenq and Pearl L. Yu from their fiduciary responsibilities.

Section 2. Reimbursement by Members. 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 areas damaged solely by the member's negligence or by the negligence of the member's tenants, agents, guests, or licensees promptly upon receipt of the Association's statement therefor, and shall reimburse the Association for any expenses incurred in securing compliance by such member with the Condominium Master Deed, Bylaws, or Association Rules and Regulations or in abating or curing such violation.

Section 3. Abatement of Violations. All multiple dwellings, even if they are under a condominium form of ownership, are subject to the Hotel and Multiple Dwelling Law (N.J.S.A. 55:13A-1, et seq.). The homeowners association is considered as the owner for purposes of the Hotel and Multiple Dwelling Law and is held responsible for the abatement of all violations which it has the power to abate and for the payment of registration and inspection fees. Unit owners may be required to abate violations within their units.

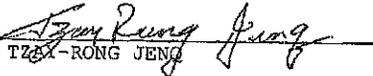
Section 4. Ratification. Acquisition of or occupancy of a unit shall be conclusively deemed to mean that such owner or occupant consented to and has ratified these Bylaws and the Condominium Master Deed, and all their appropriate and respective duties and obligations thereunder.

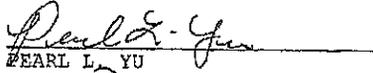
IN WITNESS WHEREOF, we, being the Directors of 10 John F. Goellner Drive Condominium Association, have hereunto set our hands this 1st day of January, 2019.

Witness:



Signatures


Tzu-RONG JENG


PEARL L. YU


WAYNE JENG

EXHIBIT "F"

<u>Building/Unit</u>	<u>Square Footage</u>	<u>Percentage of Interest</u>
Unit #C-001	1148 sf	50%
Unit #C-002	1145 sf	50%

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed the day and year first above written.

Witness:

Tzay-Rong Jenq
 TZAY-RONG JENQ

Pearl L. Yu
 PEARL L. YU

STATE OF NEW JERSEY:
:ss:
COUNTY OF MIDDLESEX

On the 25 day of March 2019, before me personally came TZAY-RONG JENQ and PEARL L. YU, to me known to be the individual(s) described in and who executed the foregoing instrument, and who acknowledged to me that the execution thereof by such individual was done voluntarily for the purposes therein expressed.

[Signature]
 Notary Public of New Jersey



Wiley Lavender, PC
 216 Amboy Avenue
 Metuchen, NJ 08840



Steve Peter
Somerset County Clerk
20 Grove Street
P.O. Box 3000
Somerville, NJ 08876

Date Recorded:	5/17/2019	11:32:25 AM
Recorded By:	HECKMAN	
Book & Page:	OPR 7118	1637-1694
Instrument No.:	2019016893	
Number of Pages:	58	
Document Type:	AGREEMENT DEED	
Recording Fee (inc all addtl charges):	\$593.00	

DO NOT DISCARD

RESOLUTION BY THE PLANNING BOARD OF THE
BOROUGH OF RARITAN DENYING MINOR SUBDIVISION APPROVAL,
TOGETHER WITH BULK VARIANCES

WHEREAS, TZAY-RONG JENQ AND LING-CHU YU, owners of property commonly known as Lot 15, Block 32, as set forth on the Tax Map of the Borough of Raritan, have applied to the Planning Board of the Borough of Raritan for minor subdivision approval, together with bulk variances, to divide their two family home into separate residences, and;

WHEREAS, the applicant marked into evidence a plan of survey prepared by William R. McElroy dated July 14, 1986, superimposed upon which was a dividing line constituting the proposed subdivision in question and certain dimensions setting forth the configuration of the resulting lots in question, and;

WHEREAS, the applicant also presented his own testimony, and;

WHEREAS, no members of the public appeared in opposition or in support of the same, and;

WHEREAS, the Board, after carefully considering all of the evidence, made the following findings of fact:

1. The property in question is located in the R-4 zone, and the proposal is to convert a two family home (presently an investment property leased to two lessees) into two single family dwellings with a common party wall. The proposal as such deals with an existing building, and hence will not have an impact on the structure of the building except for the necessity of creating a possible addition to the

common party wall. However, the subdivision, if granted, will result in the creation of two substantially undersized properties albeit totally developed.

2. If the application is granted, it will result in many violations of the bulk requirements of the R-4 zone, such as the following:

ZONE R-4

	REQUIRED	LOT 6.01	LOT 6.02
Lot Area	7,500 S.F.	3,969. S.F.	3,932.S.F.
Lot Width	75'	38.68'	40.32'
Front Yard	25'	29.22'	30.14'
Side Yard	8'	0'	0'
Total Side	20'	10.44'	9.97'

3. Although there would be no physical change to the two family structure in question, the proposal represents a substantial violation of the intent and purpose of the zoning plan and master plan.

4. Although the Board recognizes the pride of single family homes, and the public's desire to engage in the same whenever possible, it appears that such is not the case in the within application. The two family home is in fact an investment

property owned by the applicant which is leased to tenants. Apparently there is no present contract for the sale of either or both of the homes in question. Occupancy by single families with ownership interests may or may not result from the application in question. The applicant indicated that he would be willing to maintain the outside of the premises in a uniform fashion, using the same materials and the same color of materials. However, absent a joint agreement between future owners the property could fall into disrepair if said owners could not reach a consensus as to the replacement with uniform material or one party or the other lacked the finances to complete the same.

5. Although the Board has granted similar applications in the past, they have been limited to properties in which the parties sought to continue an ownership interest. The Board is also aware that each application should be judged on its own merits.

6. The Board is further concerned with the fact that more and more applications are being received relative to such a situation and perhaps the issue should be addressed by way of a zoning amendment.

Based upon the foregoing, the Planning Board of the Borough of Raritan reached the following ultimate conclusions:

1. The applicant has presented no statutory purposes which would be enhanced by the deviation in question. It appears that the negative impact on the zoning ordinance and the zoning plan substantially outweighs any benefit which may

be derived to the separation of the already constructed two family residence. Even if restrictions were placed upon the same to attempt to guarantee uniformity in maintenance, the fact that ownership would be separate would and could by its very nature dictate that the property may fall into complete disrepair with the reluctance of one of the two owners to provide for placement of his/her side of the premises (whether siding or roofing) due to finances or disagreement as to the material to be used.

2. In terms of the negative criteria, the intent and purpose of the zoning code of the Borough of Raritan will be substantially impaired since there are numerous bulk violations involved which have heretofore been listed, most substantial of which is a zero sideline setback.

3. In addition, the application if granted may substantially impair the public good particularly if there is a reluctance on either of the owners part to upgrade the premise in a uniform fashion.

NOW, WHEREFORE, BE IT RESOLVED BY THE Planning Board of the Borough of Raritan that the within application for subdivision, together with bulk variances, be and is hereby denied.

PROPOSED BY: _____
Ronald Kortbawi
SECONDED BY: _____
Michael DeCicco
DATED: _____
March 9, 1994

Properties in Block 32

[New Jersey](#) / [Raritan Boro](#) / [Block 32](#)

Lot	Address	Owner	Type
1	911 ROUTE 202 NORTH	MASLER, ANNAMARIE	residential
10	440 RARITAN AVE	CHEN, TING	residential
11	2A-2B JOHN F GOELLNER DR	MIGNELLA, COSIMA & SIBAJA, MARIA	residential
12	4B JOHN F GOELLNER DR	UPSON, RICHARD L. & YVONNE	residential
12.01	4A JOHN F GOELLNER DR	TELES,ANTONIO & GONZALEZ,VIRGENE	residential
13	6A-6B JOHN F GOELLNER D	HANDA, AMAN V. & THAKUR, SHIVANI	residential
14	8A-8B JOHN F GOELLNER DR	SCHULTZ, ALFRED & LORETTA	residential
15/C001	10A JOHN F GOELLNER D	AMAN V. HANDA & SHIVANI THAKUR	residential
15/C002	10B JOHN F GOELLNER D	AMAN V. HANDA & SHIVANI THAKUR	residential
16	12B JOHN F GOELLNER DR	RYNO, BRIAN A. & ELIZABETH A.	residential
16.01	12A JOHN F GOELLNER DR	CHINCHILLA, FREDDY	residential



NJ Parcels [Search](#) [Terms](#) [Redaction](#)

Properties in Block 35

[New Jersey](#) / [Raritan Boro](#) / [Block 35](#)

Lot	Address	Owner	Type
1.01	417A RARITAN AVE	OGH&PBH 3, L.L.C.	residential
1.02	417B RARITAN AVE	OGH & PBH 2, L.L.C.	residential
17	7A-7B JOHN F GOELLNER DR	JARDIM, JACK T &CATHRINE S	residential
18	5A JOHN F GOELLNER DR		residential
18.01	5B JOHN F GOELLNER DR	JANCZAK, WOJCIECH D. & ANETTA	residential
19	3A-3B JOHN F GOELLNER DR	DPM PROPERTIES, L.L.C.	residential



626-36543

SP

Prepared by:

Eugene P. Franchino

Eugene P. Franchino, Esq.
Attorney At Law of the State of New Jersey

BRETT A. RADI COUNTY CLERK
SOMERSET COUNTY, NJ
2016 MAY 23 10:20:43 AM
BK: 6874 PG: 99-184
CONS: \$295,000.00 EXEMPT: S
NJ REEL FILE # 676.88
INSTRUMENT # 2016019814

DEED

This Deed is made on April 29, 2016

BETWEEN

Gaetano Aiello and Maria Aiello; h/w

whose address is 4B John F. Goellner Drive, Raritan, New Jersey 08869

referred to as the Grantor,

AND

Richard L. Upson and Yvonne Upson, h/w

whose address is about to 4B John F. Goellner Drive, Raritan, New Jersey 08869, referred to as the Grantee,

the words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of TWO-HUNDRED NINETY-FIVE THOUSAND (\$295,000.00) DOLLARS AND 00/100 and other good and valuable consideration. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Borough of Raritan, Somerset County, New Jersey
Block No. 32 Lot No. 12 Account No.

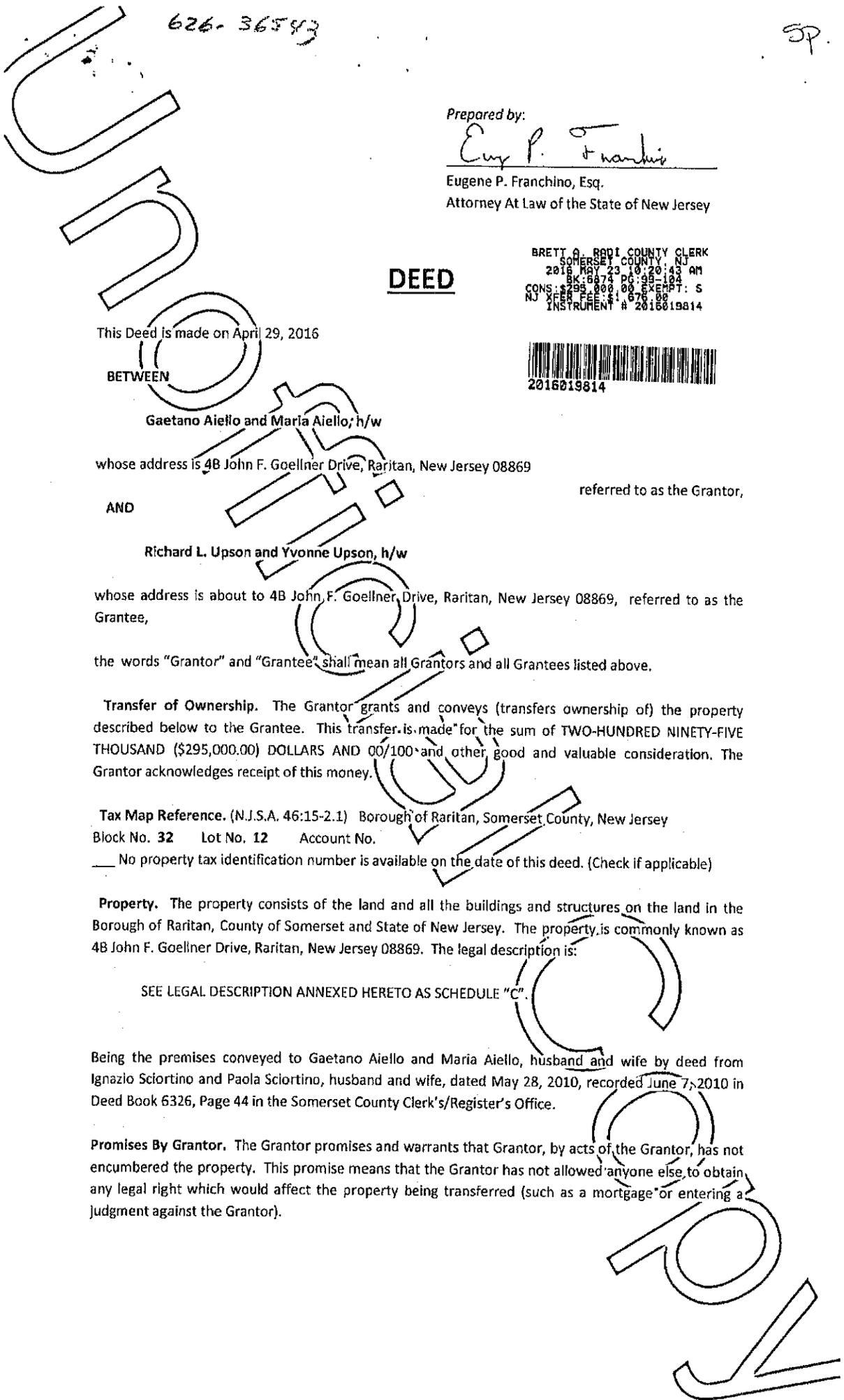
No property tax identification number is available on the date of this deed. (Check if applicable)

Property. The property consists of the land and all the buildings and structures on the land in the Borough of Raritan, County of Somerset and State of New Jersey. The property is commonly known as 4B John F. Goellner Drive, Raritan, New Jersey 08869. The legal description is:

SEE LEGAL DESCRIPTION ANNEXED HERETO AS SCHEDULE "C".

Being the premises conveyed to Gaetano Aiello and Maria Aiello, husband and wife by deed from Ignazio Sciortino and Paola Sciortino, husband and wife, dated May 28, 2010, recorded June 7, 2010 in Deed Book 6326, Page 44 in the Somerset County Clerk's/Register's Office.

Promises By Grantor. The Grantor promises and warrants that Grantor, by acts of the Grantor, has not encumbered the property. This promise means that the Grantor has not allowed anyone else to obtain any legal right which would affect the property being transferred (such as a mortgage or entering a judgment against the Grantor).





*First American
Title Insurance Company*

File Number: 626-36543

**SCHEDULE C
LEGAL DESCRIPTION**

ALL that certain tract or parcel of land, situated, lying and being in the Borough of Raritan, County of Somerset, State of New Jersey; more particularly described as follows:

AMENDED

Beginning at a point along the northerly line of John F. Goellner Drive, westerly 177.25 feet from the projected intersection of the westerly line of Raritan Avenue with the northerly line of John F. Goellner Drive and thence,

1. Along the northerly line of John F. Goellner Drive, North 88 degrees 15 minutes 00 seconds West 33.74 feet to a point and thence,
2. North 01 degrees 45 minutes 00 seconds East, passing to, through and beyond a partition wall dividing the house herein described and the house on the west, 101.19 feet to a point and thence,
3. South 89 degrees 48 minutes 00 seconds East 33.75 feet to a point and thence,
4. South 01 degrees 45 minutes 00 seconds West 102.11 feet to the point or place of beginning.

Premises also known as P/O Lot 12 in Block 32 as shown on a certain map entitled "Final Map of Heather Hill at Raritan" filed in the Somerset County Clerk's/Registrar's office on 9/8/1980 as Map No. 1878.

The above description is in accordance with a survey prepared by Brunswick Surveying, Inc. dated 4/25/2016 as File No. 418-16.

NOTE: Being Lot: 12, Block: 32; Tax Map of the Borough of Raritan, County of Somerset, State of New Jersey.

NOTE FOR INFORMATION ONLY: Mailing Address is 4B John F Goellner Drive, Raritan, NJ 08869-1455

NOTE: Lot and Block shown for informational purposes only.

New Jersey Land Title
Insurance Rating Bureau

File No. 626-36543

Foundation Title, LLC - East Brunswick

NJRB 3-07
Effective 2/15/2007



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
 (9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s)
 Gaetano Aiello and Maria Aiello, husband and wife

Current Street Address
 4B John F. Goellner Drive

City, Town, Post Office Box
 Raritan

State
 NJ

Zip Code
 08869

PROPERTY INFORMATION

Block(s)
 32

Lot(s)
 12

Qualifier

Street Address
 4B John F. Goellner Drive

City, Town, Post Office Box
 Raritan

State
 NJ

Zip Code
 08869

Seller's Percentage of Ownership	Total Consideration	Owner's Share of Consideration	Closing Date
100	\$295,000.00	295,000.00	4/29/2016

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

1. Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6. The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
7. The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.
 Seller did not receive non-like kind property.
8. The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. The deed is dated prior to August 1, 2004, and was not previously recorded.
11. The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. The property transferred is a cemetery plot.
14. The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

SELLER'S DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

4/29/16
 Date

4/29/16
 Date

[Signature]
 Signature
 (Seller) Please indicate if Power of Attorney or Attorney in Fact

[Signature]
 Signature
 (Seller) Please indicate if Power of Attorney or Attorney in Fact

Signatures. The Grantor signs this Deed as of the date first above written.

Witnessed by:

Eug P. Franchino
Eugene P. Franchino

Gaetano Aiello (Seal)
Gaetano Aiello

Eug P. Franchino
Eugene P. Franchino

Maria Aiello (Seal)
Maria Aiello

STATE OF NEW JERSEY,

SS:

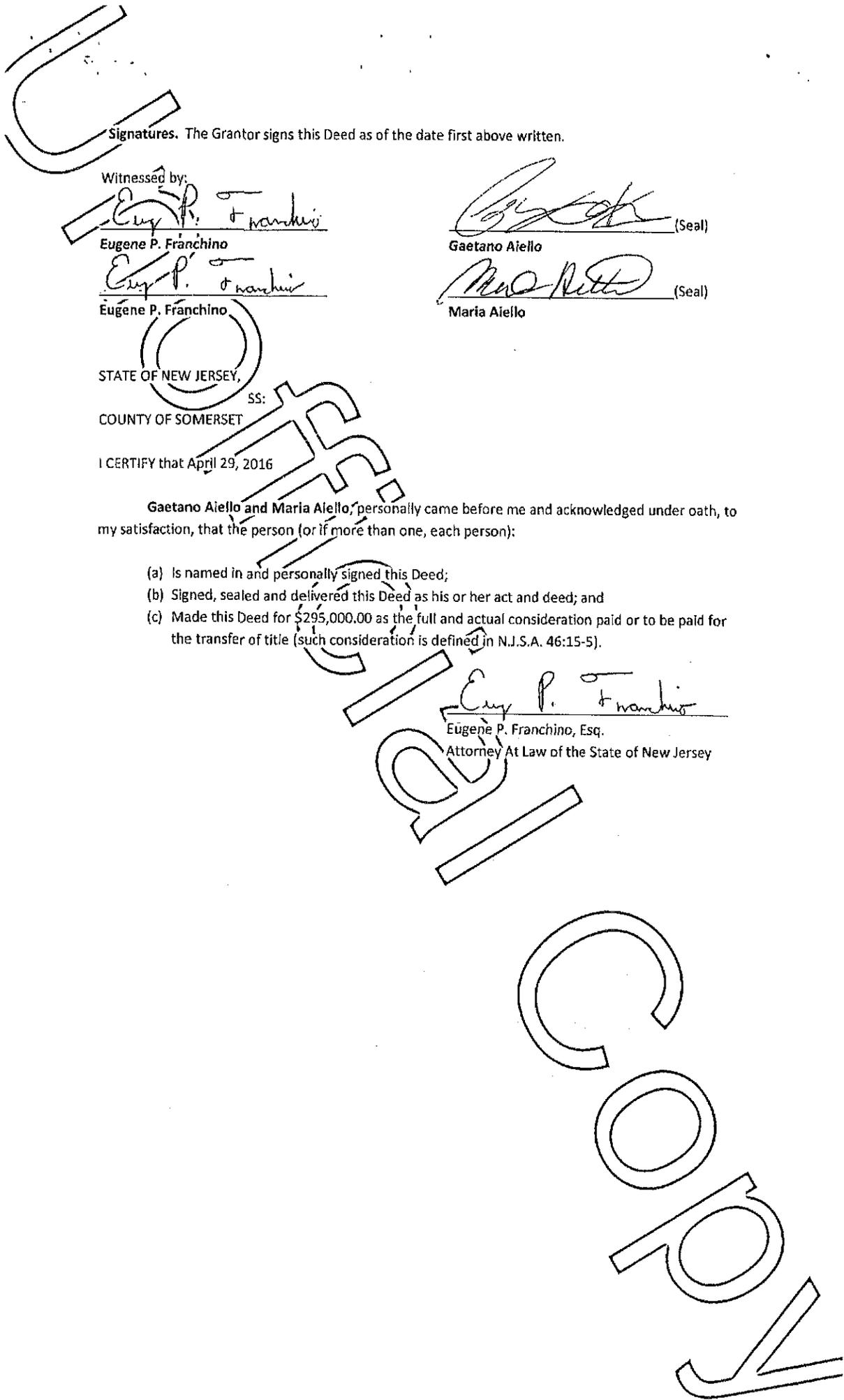
COUNTY OF SOMERSET

I CERTIFY that April 29, 2016

Gaetano Aiello and Maria Aiello, personally came before me and acknowledged under oath, to my satisfaction, that the person (or if more than one, each person):

- (a) Is named in and personally signed this Deed;
- (b) Signed, sealed and delivered this Deed as his or her act and deed; and
- (c) Made this Deed for \$295,000.00 as the full and actual consideration paid or to be paid for the transfer of title (such consideration is defined in N.J.S.A. 46:15-5).

Eug P. Franchino
Eugene P. Franchino, Esq.
Attorney At Law of the State of New Jersey



DEED

Dated: April 29, 2016

Gaetano Aiello and Maria Aiello, h/w

Grantor(s)

Richard L. Upson and Yvonne Upson, h/w

Grantee(s)

Record and return to: ↓

FOUNDATION TITLE, LLC
214 Highway 18, 3rd Floor
East Brunswick, Nj 08816



BRETT A. RADI
SOMERSET COUNTY CLERK
20 GROVE STREET
P.O. BOX 3000
SOMERVILLE, NJ 08876-1262

Recorded: 05/23/2016 10:20:43 AM
Book: OPR 6874 Page: 99-104
Instrument No.: 2016019814
DEED 6 PGS \$83.00
CONSIDERATION: \$295,000.00
EXEMPTION: S
NJ REALTY XFER FEE: \$1,676.00

Recorder: ARTFITCHJ

DO NOT DISCARD



2016019814

Deed

This Deed is made on May 16, 2007

BETWEEN

Carlos Lapola and Adellna Lapola, husband and wife

whose post office address is
4A John F. Goellner Drive
Raritan, NJ 08869

referred to as the Grantor,
AND
Antonio Teles, married man and ANGELA TELES, his wife,
whose post office address is
about to be
4A John F. Goellner Drive
Raritan, New Jersey

referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. **Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of **\$335,000.00**

Three Hundred Thirty Five Thousand Dollars
The Grantor acknowledges receipt of this money.

2. **Tax Map Reference.** (N.J.S.A. 46:15-1.1) Municipality of **Raritan Borough**
Block No. **32** Lot No. **12.01** Qualifier No. Account No.

No lot and block or account number is available on the date of this Deed. (Check Box if Applicable.)

3. **Property.** The Property consists of the land and all the buildings and structures on the land in the Borough of Raritan County of Somerset and State of New Jersey. The legal description is:

Please see attached Legal Description annexed hereto and made a part hereof. (Check Box if Applicable.)

BEING a portion of the same premises conveyed to Grantors herein by Deed from Angelo P. & Maddalena Vitale, h/w, and Biaggio P. & Carmela Vitale, h/w, dated July 23, 1993 which was recorded in the Somerset County Clerk's Office on August 10, 1993 in Deed Book 1918 at page 124.

A corrective deed dated October 22, 1994 was executed by Grantors and conveyed Block 32, Lot 12 back to Angelo P. and Maddalena Vitale, h/w and Biaggio P. and Carmela Vitale, h/w, said deed being recorded in the Somerset County Clerk's Office on October 25, 1994 in Deed Book 1931 at page 445.

Prepared by: (print signer's name below signature)

Nancy B. Marchioni
Nancy B. Marchioni, Esq.

(For Recorder's Use Only)



BRETT A. RADI COUNTY CLERK
SOMERSET COUNTY, NJ
2007 MAY 23 01:38:19 PM
BK: 6028 PG: 1576-1579
CONS: \$335,000.00 EXEMPT: S
NJ XFER FEE: \$1,988.00
INSTRUMENT # 2007030211

SCHEDULE A – Item 3 (Continued)
Land Description

Commitment No.: **MAK-4322ST**

ALL that certain lot, parcel or tract of land, situate and lying in the Borough of Raritan, County of Somerset, State of New Jersey, and being more particularly described as follows:

Being known and designated as Lot 12, Block 32 on a map entitled, "Final Map of Heather Hill at Raritan, Borough of Raritan, Somerset County, New Jersey" dated May 15, 1980, and filed in the Somerset County Clerk's Office on September 8, 1980 as map # 1878 and being more particularly described as follows:

BEGINNING at a point in the northerly sideline of John F. Goellner Drive (50.00 feet wide), said point being distant 210.99 feet in a westerly direction along said sideline from its intersection with the westerly sideline of Raritan Avenue (50.00 feet wide) if both sidelines were projected, and from said beginning point running; thence

- (1) Along the northerly sideline of John F. Goellner Drive, North 88 degrees 15 minutes 00 seconds West, a distance of 45.26 feet to a point and corner; thence,
- (2) Leaving said side line and running North 01 degrees 45 minutes 00 seconds East, a distance of 99.97 feet to a point in the southerly property line of Tax Lot 11, Block 31 (File Map Lot 11), lands now or formerly Anna Blank; thence
- (3) Along said lands and continuing along Tax Lot 12, Block 31 (File Map Lot 12), lands now or formerly Audilla Taffera, South 89 degrees 48 minutes 00 seconds East, a distance of 45.28 feet to a point and corner; thence,
- (4) Leaving said lands and running South 01 degree 45 minutes 00 seconds West, a distance of 101.19 feet, to point and place of Beginning.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 12.01 in Block 32 on the Borough of Raritan Tax Map.

The above description is in accordance with a survey made by James P. Deady, NJPLS, dated April 24, 2007.



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
 (C.56, P.L. 2004)

GIT/REP-3
 (2-07)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s) ✓

Carlos Lapola and Adelina Lapola, husband and wife

Current Resident Address:

Street: 807 Riverside Avenue

City, Town, Post Office

State

Zip Code

Raritan

NJ

08869

PROPERTY INFORMATION (Brief Property Description)

Block(s)

Lot(s)

Qualifier

32

12.01

Street Address:

4A John F. Goellner Drive

City, Town, Post Office

State

Zip Code

Raritan

NJ

08869

Seller's Percentage of Ownership

Consideration

Closing Date

100%

\$335,000.00

05/16/07

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to NON-residents)

1. I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A: 1 -1 et seq.
6. The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.
8. Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

SELLER(S) DECLARATION

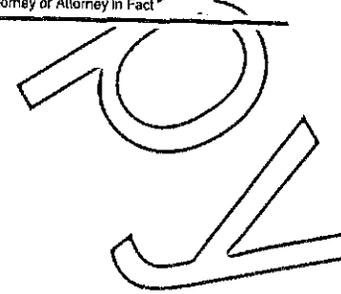
The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

05/16/07
 Date

05/16/07
 Date

[Signature]
 Signature
 (Seller) Please indicate if Power of Attorney or Attorney In Fact

[Signature]
 Signature
 (Seller) Please indicate if Power of Attorney or Attorney In Fact



UNRECORDED

The street address of the Property is:
4A John F. Goellner Drive, Raritan, New Jersey 08869

4. Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

5. Signatures. The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature.)

Witnessed By:

Nancy B. Marchioni (Seal)
Carlos Lapola
Nancy B. Marchioni (Seal)
Adelina Lapola

STATE OF NEW JERSEY, COUNTY OF Somerset
I CERTIFY that on May 16, 2007

SS:

Carlos Lapola and Adelina Lapola
personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of this Deed; and,
(b) executed this Deed as his or her own act.
(c) made this Deed for \$335,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

RECORD AND RETURN TO:
CLOSING PARTNER, LLC
49 Parker Road
Long Valley, NJ 07853

Nancy B. Marchioni
Nancy B. Marchioni, Esq.
Attorney-at-Law of New Jersey
Print name and title below signature



BRETT A. RADI
SOMERSET COUNTY CLERK
20 GROVE STREET
P.O. BOX 3000
SOMERVILLE, NJ 08876-1262

Recorded: 05/23/2007 01:38:19 PM

Book: OPR 6028 Page: 1575-1579

Instrument No.: 2007030211

DEED 5 PGS \$70.00

CONSIDERATION: \$335,000.00

EXEMPTION: S

NJ REALTY XFER FEE: \$1,988.00

Recorder: DUGAL

DO NOT DISCARD



2007030211

SP 83 ch 9

DEED

BRETT A. RADI COUNTY CLERK
SOMERSET COUNTY, NJ
2013 JAN 20 11:20 AM
BK 6858 Pg 189-190
CONS \$235,000.00 EXEMPT: A
NJ XFER FEE \$362.50
INSTRUMENT # 2013005030

Prepared by: [Signature]
Steven H. Fleischer, Esq.

This Deed is made on **January 15, 2013**

BETWEEN: Annunziata Bucci, by her attorney in fact, Lisa Spilletti

whose address is: **12B John F Goellner Drive, Raritan, New Jersey 08869**
referred to as the Grantor,

AND: Brian A. Ryno and Elizabeth A. Ryno, husband and wife

whose post office address is about to be: **12B John F Goellner Drive, Raritan, New Jersey 08869**
referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of **two hundred thirty five thousand (\$235,000.00) dollars.** The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Borough of Raritan
Block No. **32** Lot No. **16** Qualifier: Account No.

[<X>] No property tax identification number is available on the date of this deed. (Check box if applicable)

Property. The property consists of the land and all the buildings and structures on the land in the **Borough of Raritan, County of Somerset and the State of New Jersey.** The legal description is:

Being known as **Lot 16, Block 32** on the official tax map of Borough of Raritan.

The property is sold subject to easements, grants, rights of way, restrictions of record, zoning ordinances and such state of facts as an accurate survey would reveal.

See description attached hereto.

Being the same premises conveyed to the grantors herein by Deed from Anthony Bucci and Annunziata Bucci, husband and wife and Melvin F. Kuleszczyk and Angela Kuleszczyk, husband and wife, dated October 26, 2005, recorded October 31, 2005 in the Somerset County Clerk's/Register's Office in Deed Book 5820, page 673.

Notwithstanding anything contained herein to the contrary, it is the intention of the grantors herein to convey only that interest which they acquired by Deed from Anthony Bucci and Annunziata Bucci, husband and wife and Melvin F. Kuleszczyk and Angela Kuleszczyk, husband and wife, dated October 26, 2005, recorded October 31, 2005 in the Somerset County Clerk's/Register's Office in Deed Book 5820, page 673.

The said Anthony Bucci died on March 15, 2006 leaving Annunziata Bucci as surviving tenant by the entirety.



2013005030



File Number: 32607

**SCHEDULE C
LEGAL DESCRIPTION**

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, SITUATED, LYING AND BEING IN THE BOROUGH OF RARITAN, COUNTY OF SOMERSET, STATE OF NEW JERSEY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY SIDELINE OF JOHN F. GOELINER DRIVE (50.00 FEET RIGHT OF WAY), IN THE DIVIDING LINE BETWEEN LOTS 15 AND 16, BLOCK 32 ON "FINAL MAP OF HEATHER HILL AT RARITAN", DATED MAY 15, 1980 AND FILED IN THE SOMERSET COUNTY CLERK'S ON SEPTEMBER 8, 1980 AS MAP NO. 1878; SAID POINT BEING DISTANT 451.07 FEET AS MEASURED WESTERLY, THEN SOUTHERLY, ALONG THE NORTHERLY AND WESTERLY SIDELINE OF JOHN F. GOELINER DRIVE FROM ITS INTERSECTION WITH THE WESTERLY SIDELINE OF RARITAN AVENUE (50 FEET RIGHT OF WAY) (BOTH SIDELINES EXTENDED TO A COMMON POINT) AND RUNNING THENCE

- (1) ALONG JOHN F. GOELINER DRIVE, SOUTH 01 DEGREE 45 MINUTES 00 SECONDS WEST, 39.73 FEET TO A POINT; THENCE
- (2) LEAVING JOHN F. GOELINER DRIVE, NORTH 88 DEGREES 15 MINUTES 00 SECONDS WEST, 100.02 FEET, ALONG A NEW SUBDIVISION LINE AND PARTIALLY THROUGH A PARTY WALL TO A POINT; THENCE
- (3) NORTH 01 DEGREE 45 MINUTES 00 SECONDS EAST, 39.73 FEET TO A POINT; THENCE
- (4) SOUTH 88 DEGREES 15 MINUTES 00 SECONDS EAST, 100.02 FEET ALONG LOT 15, BLOCK 32 TO A POINT ON THE WESTERLY SIDELINE OF JOHN F. GOELINER DRIVE, THE POINT AND PLACE OF BEGINNING.

THE ABOVE DESCRIPTION IS DRAWN IN ACCORDANCE WITH A SURVEY PREPARED BY CHARLES W. BUSNACK, DATED 01/14/2013.

NOTE: BEING LOT 16, BLOCK 32 ON THE TAX MAP OF THE BOROUGH OF RARITAN, COUNTY OF SOMERSET, STATE OF NEW JERSEY.

NOTE: LOT AND BLOCK SHOWN FOR INFORMATIONAL PURPOSES ONLY.

SUBURBAN TITLE EXAMINERS, INC.
808 SOUTH AVENUE, WEST
P.O. BOX 40
WESTFIELD, NJ 07091
TELEPHONE: 908-232-2116
FAX: 908-232-2533

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2008) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

FOR RECORDER'S USE ONLY
Consideration \$ 295,000.00
RTF paid by seller \$ 362.50 - A
Date 1/24/13 By [Signature]

COUNTY Somerset } SS. County Municipal Code 1816

MUNICIPALITY OF PROPERTY LOCATION Raritan Borough

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)
Annunziata Buccì, by her attorney in fact
Lisa Spilletti

Deponent, Lisa Spilletti (Name) being duly sworn according to law upon his/her oath,

deposes and says that he/she is the grantor in a deed dated January 15, 2013 transferring

(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)
real property identified as Block number 32 Lot number 16 located at
12B John F Goellner Drive, Raritan, New Jersey 08869
(Street Address, Town) and annexed thereto.

(2) CONSIDERATION \$ 235,000.00 (Instructions #1 and #5 on reverse side) no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:
(See Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 178, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

A. SENIOR CITIZEN Grantor(s) 62 years of age or over. * (Instruction #9 on reverse side for A or B)
B. BLIND PERSON Grantor(s) legally blind or,
DISABLED PERSON Grantor(s) permanently and totally disabled receiving disability payments not gainfully employed*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
 Owned and occupied by grantor(s) at time of sale. Resident of State of New Jersey.
 One or two-family residential premises. Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)
 Affordable according to H.U.D. standards. Reserved for occupancy.
 Meets income requirements of region. Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side)
 Entirely new improvement. Not previously occupied.
 Not previously used for any purpose. "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)
 No prior mortgage assumed or to which property is subject at time of sale.
 No contributions to capital by either grantor or grantee legal entity.
 No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2008.

Subscribed and sworn to before me this 15 day of January, 2013

Annunziata Buccì, by her attorney in fact, Lisa Spilletti

Signature of Deponent

Annunziata Buccì

Grantor Name

12B John F. Goellner Drive
Raritan, NJ 08869

Steven H. Fleischer, Esq.
A New Jersey Attorney at Law

30 Lottling Purchase
Road, Flemington NJ 08822

Deponent Address

Law Offices of Steven
H. Fleischer, LLC
Name/Company of Settlement Officer

XXX-XXX-443
Last three digits in Grantor's Social Security Number

FOR OFFICIAL USE ONLY
Instrument Number _____ County Somerset
Deed Number _____ Book _____ Page _____
Deed Dated 1/25/13 Date Recorded 1/25/13

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to: STATE OF NEW JERSEY
PO BOX 251
TRENTON, NJ 08646-0251

ATTENTION: REALTY TRANSFER FEE UNIT
The Director of the Division of Taxation in the Department of the Treasury has proscribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at:
www.state.nj.us/treasury/taxation/rtf/localtax.htm



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Names(s)
Annunziata Buccì, by her attorney in fact Lisa Spilletti

Current Resident Address:
Street: 30 Lotting Purchase Road
City, Town, Post Office: Flemington State: NJ Zip Code: 08822

PROPERTY INFORMATION (Brief Property Description)

Block(s) 12 Lot(s) 16 Qualifier

Street Address:
12B John F. Goellner Drive
City, Town, Post Office: Raritan State: NJ Zip Code: 08869

Seller's Percentage of Ownership: 100% Consideration: \$235,000.00 Closing Date: JANUARY 18, 2013

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and Non-residents)

- 1. I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
- 2. The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
- 3. I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
- 4. Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
- 5. Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
- 6. The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
- 7. The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).
 No non-like kind property received.
- 8. Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.
- 9. The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
- 10. The deed being recorded is a deed dated prior to the effective date of P.L. 2004, c. 55 (August 1, 2004), and was previously unrecorded.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

1/15/13
Date

Date

Annunziata Buccì, by her attorney in fact, Lisa Spilletti
Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

548-1887

street address of property is: 12B John F Goellner Drive, Raritan, New Jersey 08869

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:



Steven H. Fleischer, Esq.

Annunziata Bucci, by her attorney in fact,
(Seal)
Annunziata Bucci, by her attorney in fact, *Lisa Spilletti*
Fact, Lisa Spilletti

STATE OF NEW JERSEY, COUNTY OF SOMERSET

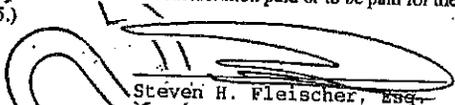
ss:

I CERTIFY that on January 15, 2013

Annunziata Bucci, by her attorney in fact, Lisa Spilletti

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as his or her act and deed; and
- (c) made this Deed for: **\$235,000.00** as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)



Steven H. Fleischer, Esq.
A New Jersey Attorney at Law

Record & Return To:
John Wood Goldsack, Esq.
1100 US Highway 22 East
Suite 2
North Plainfield, New Jersey 07060





BRETT A. RADI
SOMERSET COUNTY CLERK
20 GROVE STREET
P.O. BOX 3000
SOMERVILLE, NJ 08876-1262

Recorded: 01/24/2013 11:20:39 AM
Book: OPR 6598 Page: 1895-1900
Instrument No.: 2013005030
DEED 6 PGS \$83.00
CONSIDERATION: \$235,000.00
EXEMPTION: A
NJ REALTY XFER FEE: \$362.50

Recorder: DEBONO

DO NOT DISCARD



2013005030



SOMERSET COUNTY
DOCUMENT COVER SHEET

HON. STEVE PETER
SOMERSET COUNTY CLERK
PO BOX 3000
20 GROVE STREET
SOMERVILLE, NJ 08876

WWW.CO.SOMERSET.NJ.US

Steve Peter, County Clerk
Somerset County, NJ
2021 Nov 15 11:05 AM
BK: 7401 PGS: 2592-2598
Instrument # 2021067174
Doc Type: DEED Fee: \$103.00
Consideration: \$350,000.00
Exemption: Partially Exempt
RTF: \$650.00
Total RTF: \$650.00

(Official Use Only)

DATE OF DOCUMENT: 11/3/2021	TYPE OF DOCUMENT: Deed
FIRST PARTY (Grantor, Mortgagor, Seller or Assignor) Angela Kuleszczyk, by Teresa Pochek, her Attorney-in-Fact	SECOND PARTY (Grantee, Mortgagee, Buyer, Assignee) Freddy Chinchilla, unmarried
ADDITIONAL PARTIES	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

MUNICIPALITY: Borough of Raritan	MAILING ADDRESS OF GRANTEE: 12A John F. Goellner Drive Raritan NJ 08869
BLOCK: 32	
LOT: 16.01	
CONSIDERATION: \$350,000.00	

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

BOOK	PAGE	INSTRUMENT #	DOCUMENT TYPE

DO NOT REMOVE THIS PAGE

**THIS DOCUMENT COVER SHEET IS PART OF THE SOMERSET COUNTY FILING RECORD
RETAIN THIS PAGE FOR FUTURE REFERENCE**

Prepared by:

GEORGE SCOTT ALEVRAS, ESQUIRE

DEED

This Deed is made as of this 3rd day of November, 2021,

BETWEEN

ANGELA KULESZCZYK, by TERESA POCHEK, her Attorney in Fact, unmarried widow

Whose address is 12A John F. Goellner Drive; Raritan, New Jersey 08869, herein referred to as the Grantor(s).

AND

FREDDY CHINCHILLA, Unmarried

Whose address is about to be 12A John F. Goellner Drive; Raritan, New Jersey 08869, referred to as the Grantee(s).

TRANSFER OF OWNERSHIP. The Grantor(s) grant and convey (transfer ownership of) the property described below to the Grantee(s). This transfer is made for THREE HUNDRED FIFTY THOUSAND DOLLARS AND NO/100 (\$350,000.00). The Grantor(s) acknowledges receipt of this money.

TAX MAP REFERENCE. (N.J.S.A. 46:15-2.1) Municipality of RARITAN; Block No. 32, Lot No. 16.01

PROPERTY. This property consists of the land and all the buildings and structures on the land in the Borough of RARITAN, County of SOMERSET, and STATE OF NEW JERSEY. The legal description:

See Attached Schedule "A".

Being also known as 12A John F. Goellner Drive; Raritan, New Jersey 08869

RECITAL CLAUSE. Being the same premises conveyed to Angela Kuleszczyk, married, by Deed from Melvin F. Kuleszczyk, by his Guardian, Teresa Pochek, and Angela Kuleszczyk, husband and wife, dated May 16, 2016, recorded May 23, 2016 in the Somerset County Clerk/Register's Office in Deed Book 6874, Page 538.

Previously, Melvin F. Kuleszczyk and Angela Kuleszczyk, husband and wife, by Deed from Anthony Bucci and Annunziata Bucci, husband and wife, and Melvin F. Kuleszczyk and Angela Kuleszczyk, husband and wife, tenants in common, dated October 26, 2005, recorded October 31, 2005 in the Somerset County Clerk/Register's Office in Deed Book 5820, Page 680.

PROMISES BY GRANTOR(S). The Grantor(s) promises that the Grantor(s) has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). The promise means that the Grantor(s) has not allowed anyone

LEGAL DESCRIPTION

Issuing Office File No. 4045292

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Raritan, in the County of Somerset, in the State of New Jersey:

BEGINNING at a point on the westerly side line of John F. Goellner Drive, said point being distant 490.80 feet westerly and southerly along said side line from the intersection of the northerly side line of John F. Goellner Drive extended to the westerly side line of Raritan Avenue extended,

Thence (1) along the westerly side line of John F. Goellner Drive, South 01 degrees 45 minutes West 39.27 feet to a point;

Thence (2) North 89 degrees 48 minutes West 100.05 feet to a point;

Thence (3) North 01 degrees 45 minutes East 41.98 feet to a point;

Thence (4) South 88 degrees 15 minutes East 100.02 feet to the point and place of BEGINNING.

The above description is in accordance with a survey by Parker Engineering & Surveying, PC, Somerville, NJ, dated November 4, 2021.

FOR INFORMATION PURPOSES ONLY: BEING known as 12A John F. Goellner Drive, Raritan, NJ 08869, Tax Lot 16.01, Tax Block 32 on the Official Tax Map of Borough of Raritan, County of Somerset, and the State of NJ.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

MUST SUBMIT IN DUPLICATE
NC1646 - Affidavit of Consideration
RTF-1 (Rev. 4/17) P.6/21

Printed by ALL-STATE LEGAL®
www.aslegal.com 800.222.0510 Page 1

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-6 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY }
COUNTY MIDDLESEX }

SS. County Municipal Code
1816

FOR RECORDER'S USE ONLY	
Consideration \$	<u>350,000.00</u>
RTF paid by seller \$	<u>650.00</u> †
Date <u>11-15-2021</u>	By <u>AR</u>

Municipality of Property Location: Raritan

† Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (Instructions #3 and #4 attached)
Deponent, Teresa Pochek, being duly sworn according to law upon his/her oath, deposes

and says that he/she is the Legal Representative in a deed dated 11/03/21
(Grantor, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)
transferring real property identified as Block No. 32, Lot No. 16.01 located at
12A John F. Goellner Drive; Raritan, NJ and annexed thereto.
(Street Address, Town)

(2) CONSIDERATION: \$ 350,000.00 (Instructions #1 and #5) No prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C. If property transferred is Class 4A, calculation in Section 3A below is required.
(circle one)

(3A) REQUIRED CALCULATION of Equalized Valuation for all Class 4A (Commercial) Property Transactions:
(Instructions 5A and 7)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation
\$ _____ % = \$ _____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE: (Instruction #8)
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to the exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE: (Instruction #9) NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption.

Deponent claims that this deed transaction is exempt from the State's portion of the Basic, Supplemental and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975; C. 113, P.L. 2004 and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN (Instruction #9)
- Grantor(s) 62 years of age or over*
 - Owned and occupied by grantor(s) at time of sale
 - One- or two-family residential premises
 - Resident of the State of New Jersey
 - Owners as joint tenants must all qualify

- B. BLIND PERSON (Instruction #9)
- Grantor(s) legally blind*
 - Owned and occupied by grantor(s) at time of sale
 - One- or two-family residential premises
 - Resident of the State of New Jersey
 - Owners as joint tenants must all qualify
- * IN THE CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.
- DISABLED PERSON (Instruction #9)
- Grantor(s) permanently and totally disabled*
 - Grantor(s) receiving disability payments*
 - Grantor(s) not gainfully employed*
 - Owned and occupied by grantor(s) at time of sale
 - One- or two-family residential premises
 - Resident of the State of New Jersey
 - Owners as joint tenants must all qualify

- C. LOW AND MODERATE INCOME HOUSING (Instruction #9)
- Affordable according to HUD standards
 - Meets income requirements of region
 - Reserved for occupancy
 - Subject to resale controls

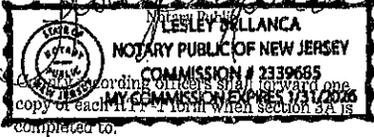
(6) NEW CONSTRUCTION (Instructions #2, #10 and #12)
 Entirely new improvement Not previously occupied
 Not previously used for any purpose "New Construction" printed clearly at top of the first page of the deed

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12 and #14)
 No prior mortgage assumed or to which property is subject at time of sale
 No contributions to capital by either grantor or grantee legal entity
 No stock or money exchanged by or between grantor or grantee legal entities

(8) Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 21 day of November 2021
Signature of Deponent: Teresa Pochek Grantor Name: Angela Kufeszczyk
815 Riverside Avenue Raritan, NJ 815 Riverside Avenue Raritan, NJ

Deponent Address: 815 Riverside Avenue Raritan, NJ Grantor Address at Time of Sale: 815 Riverside Avenue Raritan, NJ
Last 3 digits in Grantor's Soc. Sec. No. 236 Name/Company of Settlement Officer: Majestic Title Agency



FOR OFFICIAL USE ONLY	
Instrument Number _____	County <u>SOMERSET</u>
Deed Number _____	Book _____ Page _____
Deed Dated <u>11-3-2021</u>	Data Recorded <u>11-15-2021</u>

GIT/REP-3
(2-21)

State of New Jersey
Seller's Residency Certification/Exemption

(Print or Type)

Seller's Information

Name(s)
Angela Kuleszczyk, by Teresa Pochek, her Attorney in Fact

Current Street Address
815 Riverside Avenue

City, Town, Post Office
Raritan State **NJ** ZIP Code **08869**

Property Information

Block(s)
32 Lots(s) **16.01** Qualifier

Street Address
12A John F. Goellner Drive

City, Town, Post Office
Raritan State **NJ** ZIP Code **08869**

Seller's Percentage of Ownership
100 % Total Consideration **\$350,000.00** Owner's Share of Consideration **\$350,000.00** Closing Date **11/5/2021**

Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)

1. Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate, or trust and is not required to make an estimated Gross Income Tax payment.
6. The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated Income Tax payment.
7. The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey Income Tax return for the year of the sale and report the recognized gain.
 Seller did not receive non-like kind property.
8. The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. The deed is dated prior to August 1, 2004, and was not previously recorded.
11. The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. The property transferred is a cemetery plot.
14. The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
15. The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
16. The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

Seller's Declaration

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

11/3/2021
Date

Angela Kuleszczyk, Teresa Pochek AIF
Signature (Seller) Indicate if Power of Attorney or Attorney in Fact
Angela Kuleszczyk by Teresa Pochek Attorney in Fact

Date

Signature (Seller) Indicate if Power of Attorney or Attorney in Fact

AFFIDAVIT OF AGENT

PURSUANT TO N.J.S.A. 46:2B-8.5C and 8.6b

Teresa Pochek say(s) under oath:

1. REPRESENTATIONS. The statements in this affidavit are true to the best of my knowledge, information and belief. I am the duly appointed Attorney in Fact under a Power of Attorney dated May 16, 2016 and acknowledged May 16, 2016. The Principal in the Power of Attorney is Angela Kuleszczyk. The Power of Attorney vests me with the authority to act for the Principal for all purposes set forth therein, including, without limitation, the execution and delivery of the document to which this Affidavit is attached.

2. NAME, AGE AND RESIDENCE. I have never changed my name or used any other names. I am a citizen of the United States and at least 18 years old. My mailing address is 815 Riverside Drive; Raritan, NJ 08869.

3. CERTIFICATIONS. I certify and state that as I exercise the power granted to me under the Power of Attorney, the Power of Attorney has not been terminated by revocation, termination, or suspension of my authority by the Principal. I further certify and state that as I exercise the power granted to me under Power of Attorney, I have no actual knowledge of the termination of the Power of Attorney by the death of the Principal.
[I further state that as I exercise the power granted to me under the Power of Attorney I have no actual knowledge of the termination of the Power of Attorney by disability or incapacity of the Principal.]

4. RECORDING OF AFFIDAVIT. This Affidavit will be recorded by the County Clerk or Register pursuant to N.J.S.A. 46:2B-8.1 et seq.

5. RELIANCE. I make this affidavit pursuant to statute as conclusive proof of the non-revocation and not-termination of the Power of Attorney at this time. I am aware that the Buyer(s), their mortgage lender, and their title insurance company rely on my truthfulness and the statements made in this affidavit.

Teresa Pochek
TERESA POCHECK

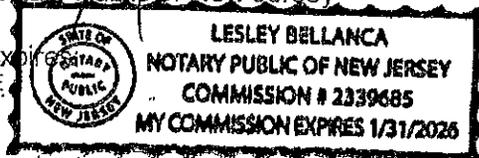
NEW JERSEY
COUNTY OF MIDDLESEX, SS:

I CERTIFY that on November 3, 2021, Teresa Pochek personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is named in and personally signed the attached document; and
- (b) Signed and delivered this document as his or her act and deed.

Lesley Bellanca
Lesley Bellanca, Notary Public of New Jersey

My Commission Expires



else to obtain any legal rights which affect the property (such as making a mortgage or allowing a judgment to be entered against the Grantor(s)).

SIGNATURES. The Grantor(s) herein sign this Deed as of the date at the top of the page.

Witnessed by:

Angela Kuleszczyk, Teresa Pochek
ANGELA KULESZCZYK, by TERESA
POCHEK, her Attorney in Fact *AIF*

STATE OF NEW JERSEY

SS:

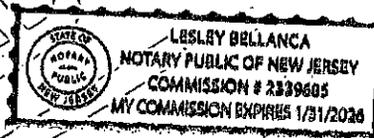
COUNTY OF MIDDLESEX

I certify that on November 3, 2021, personally came before me TERESA POCHEK as Attorney in Fact for ANGELA KULESZCZYK and acknowledged under oath, to my satisfaction, and that they:

- (a) are named in and personally signed this Deed;
- (b) Signed, sealed and delivered this Deed as his or her act and deed; and
- (c) Made this Deed for \$350,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5).

Lesley Bellanca

Lesley Bellanca
Notary Public of New Jersey



RECORD & RETURN TO:

Majestic Title Agency
472 Route 22 West
Whitehouse Station, NJ 08889



SOMERSET COUNTY
DOCUMENT COVER SHEET

HON. STEVE PETER
SOMERSET COUNTY CLERK
PO BOX 3000
20 GROVE STREET
SOMERVILLE, NJ 08876

WWW.CO.SOMERSET.NJ.US

Steve Peter, County Clerk
Somerset County, NJ
2021 Nov 15 11:05 AM
BK: 7401 PGS: 2592-2598
Instrument # 2021087174
Doc Type: DEED Fee: \$103.00
Consideration: \$350,000.00
Exemption: Partially Exempt
RTF: \$650.00
Total RTF: \$650.00

(Official Use Only)

DATE OF DOCUMENT: 11/3/2021	TYPE OF DOCUMENT: Deed
FIRST PARTY (Grantor, Mortgagor, Seller or Assignor) Angela Kuleszczyk, by Teresa Pochek, her Attorney-in-Fact	SECOND PARTY (Grantee, Mortgagee, Buyer, Assignee) Freddy Chinchilla, unmarried
ADDITIONAL PARTIES	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

MUNICIPALITY: Borough of Raritan	MAILING ADDRESS OF GRANTEE: 12A John F. Goellner Drive Raritan NJ 08869
BLOCK: 32	
LOT: 16.01	
CONSIDERATION: \$350,000.00	

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

BOOK	PAGE	INSTRUMENT #	DOCUMENT TYPE

DO NOT REMOVE THIS PAGE

**THIS DOCUMENT COVER SHEET IS PART OF THE SOMERSET COUNTY FILING RECORD
RETAIN THIS PAGE FOR FUTURE REFERENCE**

Prepared by:

GEORGE SCOTT ALEVRAS, ESQUIRE

DEED

This Deed is made as of this 3rd day of November, 2021,

BETWEEN

ANGELA-KULESZCZYK, by TERESA POCHKEK, her Attorney in Fact, unmarried widow

Whose address is 12A John F. Goellner Drive; Raritan, New Jersey 08869, herein referred to as the Grantor(s).

AND

FREDDY CHINCHILLA, Unmarried

Whose address is about to be 12A John F. Goellner Drive; Raritan, New Jersey 08869, referred to as the Grantee(s).

TRANSFER OF OWNERSHIP. The Grantor(s) grant and convey (transfer ownership of) the property described below to the Grantee(s). This transfer is made for THREE HUNDRED FIFTY THOUSAND DOLLARS AND NO/100 (\$350,000.00). The Grantor(s) acknowledges receipt of this money.

TAX MAP REFERENCE. (N.J.S.A. 46:15-2.1) Municipality of RARITAN; Block No. 32, Lot No. 16.01

PROPERTY. This property consists of the land and all the buildings and structures on the land in the Borough of RARITAN, County of SOMERSET, and STATE OF NEW JERSEY. The legal description:

See Attached Schedule "A".

Being also known as 12A John F. Goellner Drive; Raritan, New Jersey 08869

RECITAL CLAUSE. Being the same premises conveyed to Angela Kuleszczyk, married, by Deed from Melvin F. Kuleszczyk, by his Guardian, Teresa-Pochkek, and Angela Kuleszczyk, husband and wife, dated May 16, 2016, recorded May 23, 2016 in the Somerset County Clerk/Register's Office in Deed Book 6874, Page 538.

Previously, Melvin F. Kuleszczyk and Angela Kuleszczyk, husband and wife, by Deed from Anthony Bucci and Annunziata Bucci, husband and wife, and Melvin F. Kuleszczyk and Angela Kuleszczyk, husband and wife, tenants in common, dated October 26, 2005, recorded October 31, 2005 in the Somerset County Clerk/Register's Office in Deed Book 5820, Page 680.

PROMISES BY GRANTOR(S). The Grantor(s) promises that the Grantor(s) has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). The promise means that the Grantor(s) has not allowed anyone

LEGAL DESCRIPTION

Issuing Office File No. 4045292

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Raritan, in the County of Somerset, in the State of New Jersey:

BEGINNING at a point on the westerly side line of John F. Goellner Drive, said point being distant 490.80 feet westerly and southerly along said side line from the intersection of the northerly side line of John F. Goellner Drive extended to the westerly side line of Raritan Avenue extended,

Thence (1) along the westerly side line of John F. Goellner Drive, South 01 degrees 45 minutes West 39.27 feet to a point;

Thence (2) North 89 degrees 48 minutes West 100.05 feet to a point;

Thence (3) North 01 degrees 45 minutes East 41.98 feet to a point;

Thence (4) South 88 degrees 15 minutes East 100.02 feet to the point and place of BEGINNING.

The above description is in accordance with a survey by Parker Engineering & Surveying, PC, Somerville, NJ, dated November 4, 2021.

FOR INFORMATION PURPOSES ONLY: BEING known as 12A John F. Goellner Drive, Raritan, NJ 08869, Tax Lot 16.01, Tax Block 32 on the Official Tax Map of Borough of Raritan, County of Somerset, and the State of NJ.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its Issuing agent that may be in electronic form.

MUST SUBMIT IN DUPLICATE
NC1645 - Affidavit of Consideration
RTF-1 (Rev. 4/17) P0/21

Printed by ALL-STATE LEGAL®
www.aslegal.com 800.222.0610 Page 1

STATE OF NEW JERSEY

AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY MIDDLESEX

Municipality of Property Location: Raritan

SS. County Municipal Code
1816

FOR RECORDER'S USE ONLY

Consideration \$ 350,000.00
RTF paid by seller \$ 650.00 †
Date 11-15-2021 By AK

† Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (Instructions #3 and #4 attached)

Deponent, Teresa Pochek, being duly sworn according to law upon his/her oath, deposes

and says that he/she is the Legal Representative in a deed dated 11/03/21

(Grantor, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

transferring real property identified as Block No. 32, Lot No. 16.01 located at 12A John F. Goellner Drive, Raritan, NJ and annexed thereto.

(2) CONSIDERATION: \$ 350,000.00 (Instructions #1 and #5) No prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C. If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF Equalized Valuation for all Class 4A (Commercial) Property Transactions: (Instructions 6A and 7)

Total Assessed Valuation 350,000.00 ÷ Director's Ratio 100% = Equalized Assessed Valuation 350,000.00

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE: (Instruction #8)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to the exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE: (Instruction #9) NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption.

Deponent claims that this deed transaction is exempt from the State's portion of the Basic, Supplemental and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975; C. 113, P.L. 2004 and C. 66, P.L. 2004 for the following reason(s):

A. SENIOR CITIZEN (Instruction #9)

- Grantor(s) 62 years of age or over* Resident of the State of New Jersey
- Owned and occupied by grantor(s) at time of sale Owners as joint tenants must all qualify
- One- or two-family residential premises

B. BLIND PERSON (Instruction #9)

- Grantor(s) legally blind* Grantor(s) permanently and totally disabled*
- Owned and occupied by grantor(s) at time of sale Grantor(s) receiving disability payments*
- One- or two-family residential premises Grantor(s) not gainfully employed*
- Resident of the State of New Jersey Owned and occupied by grantor(s) at time of sale
- Owners as joint tenants must all qualify One- or two-family residential premises

* IN THE CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9)

- Affordable according to HUD standards Reserved for occupancy
- Meets income requirements of region Subject to resale controls

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12)

- Entirely new improvement Not previously occupied
- Not previously used for any purpose "New Construction" printed clearly at top of the first page of the deed

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12 and #14)

- No prior mortgage assumed or to which property is subject at time of sale
- No contributions to capital by either grantor or grantee legal entity
- No stock or money exchanged by or between grantor or grantee legal entities

(8) Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this Third day of November 20 21

Teresa Pochek
Signature of Deponent
816 Riverside Avenue
Raritan, NJ

Angela Kuleszczyk
Grantor Name
816 Riverside Avenue
Raritan, NJ

Deponent Address

Grantor Address at Time of Sale

236
Last 3 digits in Grantor's Soc. Sec. No.

Majestic Title Agency
Name/Company of Settlement Officer

Lesley Ballanca
NOTARY PUBLIC OF NEW JERSEY
COMMISSION # 2339685
According to rules and regulations one copy of each of the forms when section 3A is completed to.

FOR OFFICIAL USE ONLY
Instrument Number _____ County SOMERSET
Deed Number _____ Book _____ Page _____
Deed Dated 11-3-2021 Date Recorded 11-15-2021

GIT/REP-3
(2-21)

State of New Jersey
Seller's Residency Certification/Exemption

(Print or Type)

Seller's Information

Name(s)

Angela Kuleszczyk, by Teresa Pochek, her Attorney in Fact

Current Street Address

815 Riverside Avenue

City, Town, Post Office

Raritan

State

NJ

ZIP Code

08869

Property Information

Block(s)

32

Lots(s)

16.01

Qualifier

Street Address

12A John F. Goellner Drive

City, Town, Post Office

Raritan

State

NJ

ZIP Code

08869

Seller's Percentage of Ownership

100 %

Total Consideration

\$350,000.00

Owner's Share of Consideration

\$350,000.00

Closing Date

11/5/2021

Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)

1. Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate, or trust and is not required to make an estimated Gross Income Tax payment.
6. The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated Income Tax payment.
7. The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey Income Tax return for the year of the sale and report the recognized gain.
8. Seller did not receive non-like kind property.
9. The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
10. The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
11. The deed is dated prior to August 1, 2004, and was not previously recorded.
12. The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
13. The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
14. The property transferred is a cemetery plot.
15. The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
16. The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
17. The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

Seller's Declaration

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

11/3/2021
Date

Angela Kuleszczyk, Teresa Pochek AIF
Signature (Seller) Indicate if Power of Attorney or Attorney in Fact
Angela Kuleszczyk by Teresa Pochek Attorney in Fact

Date

Signature (Seller)

Indicate if Power of Attorney or Attorney in Fact

AFFIDAVIT OF AGENT
PURSUANT TO N.J.S.A. 46:2B-8.5C and 8.6b

Teresa Pocheck say(s) under oath:

1. REPRESENTATIONS. The statements in this affidavit are true to the best of my knowledge, information and belief. I am the duly appointed Attorney in Fact under a Power of Attorney dated May 16, 2016 and acknowledged May 16, 2016. The Principal in the Power of Attorney is Angela Kuleszczyk. The Power of Attorney vests me with the authority to act for the Principal for all purposes set forth therein, including, without limitation, the execution and delivery of the document to which this Affidavit is attached.

2. NAME, AGE AND RESIDENCE. I have never changed my name or used any other names. I am a citizen of the United States and at least 18 years old. My mailing address is 815 Riverside Drive; Raritan, NJ 08869.

3. CERTIFICATIONS. I certify and state that as I exercise the power granted to me under the Power of Attorney, the Power of Attorney has not been terminated by revocation, termination, or suspension of my authority by the Principal. I further certify and state that as I exercise the power granted to me under Power of Attorney, I have no actual knowledge of the termination of the Power of Attorney by the death of the Principal.

[I further state that as I exercise the power granted to me under the Power of Attorney I have no actual knowledge of the termination of the Power of Attorney by disability or incapacity of the Principal.]

4. RECORDING OF AFFIDAVIT. This Affidavit will be recorded by the County Clerk or Register pursuant to N.J.S.A. 46:2B-8.1 et seq.

5. RELIANCE. I make this affidavit pursuant to statute as conclusive proof of the non-revocation and not-termination of the Power of Attorney at this time. I am aware that the Buyer(s), their mortgage lender, and their title insurance company rely on my truthfulness and the statements made in this affidavit.

Teresa Pocheck
TERESA POCHECK

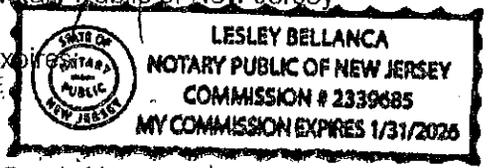
NEW JERSEY
COUNTY OF MIDDLESEX, SS:

I CERTIFY that on November 3, 2021, Teresa Pocheck personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is named in and personally signed the attached document; and
- (b) Signed and delivered this document as his or her act and deed.

Lesley Bellanca
Lesley Bellanca, Notary Public of New Jersey

My Commission Expires



else to obtain any legal rights which affect the property (such as making a mortgage or allowing a judgment to be entered against the Grantor(s)).

SIGNATURES. The Grantor(s) herein sign this Deed as of the date at the top of the page.

Witnessed by:

Angela Kuleszczyk, Teresa Pochek
ANGELA KULESZCZYK, by TERESA
POCHEK, her Attorney in Fact *AIF*

STATE OF NEW JERSEY

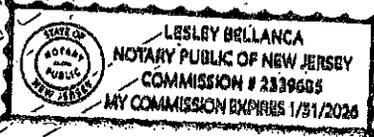
SS:

COUNTY OF MIDDLESEX

I certify that on November 3, 2021, personally came before me TERESA POCHEK as Attorney in Fact for ANGELA KULESZCZYK and acknowledged under oath, to my satisfaction, and that they:

- (a) are named in and personally signed this Deed;
- (b) Signed, sealed and delivered this Deed as his or her act and deed; and
- (c) Made this Deed for \$350,000.00, as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5).

Lesley Bellanca
Lesley Bellanca
Notary Public of New Jersey



RECORD & RETURN TO:
Majestic Title Agency
472 Route 22 West
Whitehouse Station, NJ 08889

Sp8300

Prepared by:

Martin D. Eagan, Esq.

Deed

This Deed is made on October 26, 2015
(DELIVERED ON November 2, 2015)

BETWEEN

Grazyna M. Rygiel, unmarried

whose address is 5A John F. Goellner, Raritan, New Jersey 08869

referred to as the Grantor,

AND

Chirag Shah and Tejalben R. Soni

whose address is about to be 5A John F. Goellner, Raritan, New Jersey 08869

referred to as the Grantee,

The words "grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. **Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of **TWO HUNDRED AND FIFTY-TWO THOUSAND NINE HUNDRED (\$252,900.00) DOLLARS.**

The Grantor acknowledges receipt of this money.

2. **Tax Map Reference (N.J.S.A. 46:15-1.1) BOROUGH OF RARITAN**

Block No. 35

Lot No. 18

3. **Property.** The Property consists of the land and all the buildings and structures on the land in the **BOROUGH OF RARITAN, County of SOMERSET and State of New Jersey**

Please see attached Legal Description annexed hereto and made a part hereof.

BEING the same premises conveyed to Grazyna M. Rygiel by deed from Katherine M. Stack, f/k/a Katherine M. Pacana, unmarried, dated October 3, 2005, recorded October 6, 2005 in the Somerset County Clerk's/Register's Office in Deed Book 5809, Page 2436.

The street address of the Property is: 5A John F. Goellner, Raritan, New Jersey 08869.



2015049349

BRETT A. RUDI COUNTY CLERK
SOMERSET COUNTY, NJ
2015 NOV 24 08:15:49 AM
BK: 6837 PG: 1788-1791
CONS: 288-200.00 EXEMPT: A
NJ REG FEE: \$407.50
INSTRUMENT # 2015049349

TITLE INSURANCE COMMITMENT
Issued by Investors Title Agency, Inc.
AGENT FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A (Continued)
AMENDED LEGAL DESCRIPTION

File No. IT-42705

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Raritan, in the County of Somerset, State of New Jersey:

BEGINNING at pipes found in the Southerly sideline of John F. Goellner Drive (50' ROW), said point being distant 160.00 feet Westerly, along the same, from its intersection of the Westerly sideline of Raritan Avenue, if both were extended to so meet; from thence running

(1) Along the Southerly sideline of Goellner, North 88 degrees 15 minutes West, 53.91 feet to a point of curvature; THENCE

(2) Southwesterly, along the same, on a curve to the left with a radius of 30.00 feet, an arc length of 47.12 feet to a point of tangency; THENCE

(3) Along the Westerly sideline of John F. Goellner Drive, South 01 degree 45 minutes West, 23.20 feet to a point; THENCE

(4) South 88 degrees 15 minutes East, 83.91 feet to a point; THENCE

(5) North 01 degree 45 minutes East, 53.20 feet the point and place of BEGINNING.

The above description being drawn in accordance with a survey prepared by Brunswick Surveying Incorporated, dated October 28, 2015.

FOR INFORMATION PURPOSES ONLY: BEING known as 5A John F Goellner Dr, Tax Lot 18, Tax Block 35 on the Official Tax Map of Borough of Raritan, New Jersey.

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
(Chapter 49, P.L. 1988, as amended through Chapter 33, P.L. 2008) (N.J.S.A. 48:15-5 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

FOR RECORDER'S USE ONLY	
Consideration	\$ 252,900.00
RTF paid by seller	\$ 407.50
Date	11/24/2015

*Use symbol "C" to indicate that fee is exclusively for county use.

COUNTY Somerset } SS. County Municipal Code 1818
MUNICIPALITY OF PROPERTY LOCATION Raritan Borough

(1) PARTY OR LEGAL REPRESENTATIVE (Instructions #3 and #4 on reverse side)

Deponent, Grazyna M. Ryglel (Name), being duly sworn according to law upon his/her oath, deposes and says that he/she is the Grantor in a deed dated October 26, 2015 transferring (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.) real property identified as Block number 35 Lot number 18 located at 5A John F. Goellner Drive, Raritan, NJ 08869 and annexed thereto. (Street Address, Town)

(2) CONSIDERATION \$ 252,900.00 (Instructions #1 and #5 on reverse side) no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ _____ + _____ % = \$ _____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1988, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) 62 years of age or over. (Instruction #9 on reverse side for A or B)
 - B. BLIND PERSON Grantor(s) legally blind or;
 - DISABLED PERSON Grantor(s) permanently and totally disabled receiving disability payments not gainfully employed
- Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
- Owned and occupied by grantor(s) at time of sale.
 - Resident of State of New Jersey.
 - One or two-family residential premises.
 - Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)

- Affordable according to H.U.D. standards.
- Reserved for occupancy.
- Meets income requirements of region.
- Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10, #12 on reverse side)

- Entirely new improvement.
- Not previously occupied.
- Not previously used for any purpose.
- "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

- No prior mortgage assumed or to which property is subject at time of sale.
- No contributions to capital by either grantor or grantee legal entity.
- No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1988, as amended through Chapter 33, P.L. 2008.

Subscribed and sworn to before me this 30th day of October, 2015

Grazyna M. Ryglel Signature of Deponent
Grazyna M. Ryglel Grantor Name
5A John F. Goellner Dr., Raritan Dependent Address
5A John F. Goellner Dr., Raritan, NJ Grantor Address at Time of Sale
XXX-XXX-9 4 4 Last three digits in Grantor's Social Security Number
Milan Patel, Esq. Name/Company of Settlement Officer

MARTIN D. BAGAN
Attorney at Law of New Jersey

FOR OFFICIAL USE ONLY	
Instrument Number	County <u>Somerset</u>
Deed Number	Book _____ Page _____
Deed Date	Date Recorded <u>11/24/2015</u>

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

STATE OF NEW JERSEY
PO BOX 251
TRENTON, NJ 08646-0251
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division's website at: www.state.nj.us/treasury/taxation/rtf/localltax.shtml.



SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

(Please Print or Type)

SELLER'S INFORMATION

Name(s) Erangyna M. Rygiel, unmarried

Current Street Address 112 Lindstrom Drive

City, Town, Post Office Box Hillsborough State NJ Zip Code 08844

PROPERTY INFORMATION

Block(s) 35 Lot(s) 18 Qualifier

Street Address 15A John F. Gollmer Drive

City, Town, Post Office Box Raritan State NJ Zip Code 08869

Seller's Percentage of Ownership 100% Total Consideration \$252,900.00 Owner's Share of Consideration 100% Closing Date 11/15/15

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

- 1. Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
- 2. The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
- 3. Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
- 4. Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
- 5. Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
- 6. The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
- 7. The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.
- 8. Seller did not receive non-like kind property.
- 9. The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
- 10. The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
- 11. The deed is dated prior to August 1, 2004, and was not previously recorded.
- 12. The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
- 13. The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
- 14. The property transferred is a cemetery plot.
- 15. The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

SELLER'S DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

10/30/15
Date

Erangyna M. Rygiel
Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

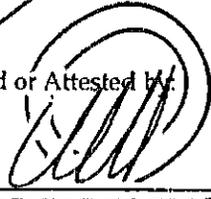
Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

4. Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "Covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

5. Signatures. The Grantor signs this deed as of the date at the top of the first page.

Witnessed or Attested by


MARTIN D. EAGAN, ESQ.


GRAZYNA M. RYGIEL

STATE OF NEW JERSEY

SS.

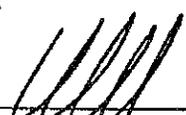
COUNTY OF SOMERSET

I CERTIFY that on October 30, 2015

Grazyna M. Rygiel, unmarried

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of this Deed; and
- (b) executed this Deed as his or her own act; and
- (c) made this Deed for \$252,900.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5).


MARTIN D. EAGAN, ESQ.

RECORD AND RETURN

Milan C. Patel, P.C.
Attorney at Law
1740 Oak Tree Road
Edison, NJ 08820



BRETT A. RADI
SOMERSET COUNTY CLERK
20 GROVE STREET
P.O. BOX 3000
SOMERVILLE, NJ 08876-1262

Recorded: 11/24/2015 08:15:49 AM
Book: OPR 6837 Page: 1786-1791
Instrument No.: 2015049349
DEED 6 PGS \$83.00
CONSIDERATION: \$252,900.00
EXEMPTION: A
NJ REALTY XFER FEE: \$407.50

Recorder: BRIONES

DO NOT DISCARD



2015049349



COUNTY OF SOMERSET PLANNING BOARD

County Administration Building
20 Grove Street, P.O. Box 3000
Somerville, New Jersey 08876-1262
(908) 231-7021 • Fax (908) 707-1749
PlanningBd@co.somerset.nj.us
www.co.somerset.nj.us



MEMBERS

Bernard V. Navatto, Jr.
Chairman

Michael Giordano, Jr.
Vice Chairman

Albert Ellis

Christopher Kelly

Erika Inocencio

Sami Shaban

Shanel Y. Robinson
Commissioner Director

Paul Drake
Commissioner / Liaison

Matthew D. Loper
County Engineer/
Board Secretary

ALTERNATE MEMBERS

Ashok Rakhit
1st Alternate

Vacant
2nd Alternate

Adam Siutsky
County Engineer Alternate

STAFF

Walter C. Lane, PP, AICP
Director
Office of Planning, Policy
& Economic Development

Joseph DeMarco, Esq.
County Counsel

February 7, 2024

Debra Thomas, Chairperson
Raritan Borough Municipal Land Use Board
22 First Street
Raritan, NJ 08869

RE.: Handa Minor Subdivision
Block 32, Lot 15
10A & 10B John F. Goellner Drive
RT 0145:000-23

Dear Ms. Thomas:

This Office and the Office of the County Engineer have reviewed the information submitted for the above-referenced project. The reviewed information consists of the following documents:

- "Minor Subdivision, 10-A John F. Goellner Drive, Tax Map Lot 15 Block 32, Borough of Raritan, Somerset County, New Jersey" dated January 23, 2023, prepared by Parker Engineering & Surveying P.C.

The proposed project consists of a minor subdivision of Block 32, Lot 15 into two new lots. The property contains an existing duplex residential dwelling, and the subdivision will create individual lots for each duplex unit. No site improvements are proposed.

Somerset County Planning Board anticipates that it will approve this project once the condition of approval outlined below has been satisfied.

Filed Map Requirements

Should the Borough require a final plat to be filed in the Office of the County Clerk, the following items must be addressed.

1. Prior to obtaining any signatures on the final plat, a copy is to be submitted for review and acceptance by the County.
2. Two paper copies of the final plat shall be provided to this office when it is presented for signature.
3. An appointment shall be made with the County Planning Board for the purpose of obtaining Planning Board signatures on the final plat. Please

- Mission Statement -

The County of Somerset is committed to excellence and innovation in public service, promoting the well-being of all residents and communities by providing effective, efficient and responsive leadership.

Somerset County Is An Equal Opportunity Employer

contact the Planning Board office at (908) 231-7021 to arrange a mutually agreeable time and date.

4. The filed map shall contain the following County Planning Board signature line with the municipal signatures:

This Plat complies with revised New Jersey Statutes 40:27-1 through 40:27-6.13

Somerset County Planning Board

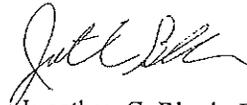
Date

This report reflects comments from the office of the County Engineer and the County Planning Board. If there are any questions, please contact the appropriate individual below.

Sincerely,

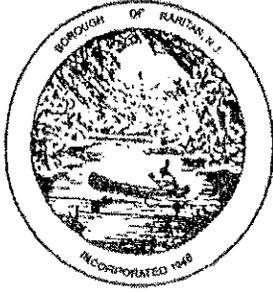


Erika K. Phillips
Supervising Planner



Jonathan C. Blank, P.E., C.M.E.
Principal Engineer, Land Development

cc: Louis G. Gara II, Borough Construction Official, LGara@raritan-nj.org
Aman Handa, amanhandapt@gmail.com
Peter Laub, Esq, bobbie@laublaw.com
Steve Parker, parkeres@aol.com
Nancy Probst, PB Secretary, NProbst@raritan-nj.org



Lou Gara, Construction Official

BOROUGH OF RARITAN

Municipal Building
22 First Street
Raritan, NJ 08869-1809

Telephone: 908-231-1300
Fax: 908-231-0810
Website: www.raritanboro.org
E-mail: lgara@raritan-nj.org

March 1, 2024

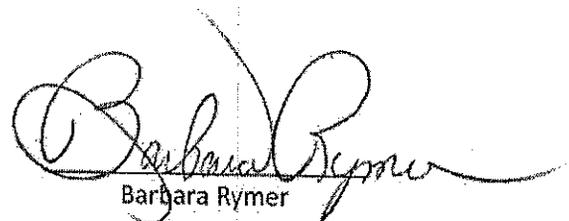
Certified List of Property Owners within 200 feet Radius

Applicant /Requestor: Law Offices of Peter M. Laub, Jr. & Associates, LLC
1030 Route 206 South
Branchburg, NJ 08876

Property Requested – Certified List of Property Owners within 200 feet
Block 32, Lot 15
Raritan Borough
Somerset County, New Jersey

I certify that the attached list contains the names and addresses of the owners of properties adjoining and/or within 200 feet of the above-described properties, in all directions, as indicated by the current Raritan Borough Tax Map and Tax List.

3/1/24
Date


Barbara Rymer

Note: Notice to be served on adjoining municipalities when the property involved is within 200 feet of an adjoining municipality. Notice of said hearing must be given to the Municipal Clerk of such municipality by certified mail at least 10 days prior to the hearing.



RARITAN BOROUGH
Parcel Offset List

Target Parcel(s): Block-Lot: 32-15-C001
AMAN V. HANDA & SHIVANI THAKUR
Block-Lot: 32-15-C002
AMAN V. HANDA & SHIVANI THAKUR

18 parcels fall within 200 feet of this parcel(s).

Block-Lot: 32-11
MIGNELLA, COSIMA & SIBAJA, MARIA
2B JOHN F GOELLNER DR
RARITAN, NJ 08869

Block-Lot: 35-1.01
OGH&PBH 3, L.L.C.
309 BARRINGTON DRIVE
BRIDGEWATER, NJ 08807

Block-Lot: 32-13
HANDA, AMAN V. & THAKUR, SHIVANI
6A-6B JOHN F. GOELLNER DR.
RARITAN, NJ 08869

Block-Lot: 32-16
RYNO, BRIAN A. & ELIZABETH A.
12-B JOHN F.GOELLNER DR.
RARITAN, NJ 08869

Block-Lot: 31-12
ARAYA, DANIEL ALFARO
915 US HIGHWAY 202
RARITAN, NJ 08869

Block-Lot: 31-10
HAMBLIN, CHRISTOPHER
919 ROUTE 202
RARITAN, NJ 08869

Block-Lot: 35-1.02
OGH & PBH 2, L.L.C.
309 BARRINGTON DRIVE
BRIDGEWATER, NJ 08807

Block-Lot: 32-12
UPSON, RICHARD L. & YVONNE
4B JOHN F. GOELLNER DRIVE
RARITAN, NJ 08869

Block-Lot: 32-12.01
TELES, ANTONIO & GONZALEZ, VIRGENE
50 1ST AVE
RARITAN, NJ 08869

Block-Lot: 31-14.01
BRIDGE WALK, LLC
929 ROUTE 202
RARITAN, NJ 08869

Block-Lot: 32-14
SCHULTZ, ALFRED & LORETTA
423 CATALPA AVE
NORTH PLAINFIELD, NJ 07063

Block-Lot: 31-9
SALAMON, SUZANNE W
921 RT 202
RARITAN NJ 08869

Block-Lot: 35-17

JARDIM, JACK T & CATHRINE S
18 CARDINAL WAY
RARITAN, NJ 08869

Block-Lot: 35-19

DPM PROPERTIES, L.L.C.
506 HORIZON WAY
BRANCHBURG, NJ 08853

Block-Lot: 35-18.01

JANCZAK, WOJCIECH D. & ANETTA
5-B JOHN F. GOELLNER DR.
RARITAN, NJ 08869

Block-Lot: 32-16.01

CHINCHILLA, FREDDY
12A JOHN F GOELLNER DR
RARITAN, NJ 08869

Block-Lot: 35-18

KRAUSE, KRISTOFER & CHRISTINE
5A JOHN F GOELLNER DR
RARITAN, NJ 08869

Block-Lot: 31-11

MASLER, RUDOLPH J. & EVELYN F.
917 ROUTE 202 NORTH
RARITAN, NEW JERSEY 08869

BOROUGH OF RARITAN
22 FIRST STREET
RARITAN, NJ 08869

Tori B. Cesario
Tax Collector

908-231-1300 ext 118
FAX 908-231-0810

March 6, 2024

To Whom It May Concern:

This letter is to certify that taxes on block 32, lot 15, qualifier C001 & C002, 10A & 10B John F. Goellner Dr. are current as of March 6, 2024. There are no open liens on this property.

Sincerely,



Tori B. Cesario
Tax Collector
Borough of Raritan