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MASTER DEED

FOR

BERKELEY VILLAGE, A CONDOMINIUM

CLAY & RECORDED
UNION COUNTY, N.J.
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JOANNE RAJOPPI
COUNTY CLERK

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LIST OF EXHIBITS

- A • Legal Description of Property
- B • Survey
- C • Proposed Full Development Plan
- D • Architectural Drawings and Floor Plans
- E • Certificate of Incorporation of Berkeley Village Condominium Association, Inc.
- F • By-Laws of Berkeley Village Condominium Association, Inc.
- G • Schedule of Proportionate Interest in Common Elements

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MASTER DEED
FOR
BERKELEY VILLAGE, A CONDOMINIUM

THIS MASTER DEED is made this 3rd day of November, 1997 by The Berkeley Group, L.L.C., a New Jersey Limited Liability Company, 255 Washington Street, Berkeley Heights, New Jersey 07922 (from now on called the "Developer").

WHEREAS, the Developer is the owner of the fee simple title to certain real property situated in the Township of Berkeley Heights, County of Union and State of New Jersey, consisting of an aggregate of approximately 3.4558 acres of land, being more particularly described by a legal, metes and bounds, description appended hereto as Exhibit "A" and being graphically depicted on that certain: "Survey of Property" (from now on called the "Survey"), prepared by Ferriero Engineering, Inc., dated January 14, 1997, and appended hereto as Exhibit "B" (from now on called the "Property");

WHEREAS, the Developer proposes to develop a residential community upon the Property and to establish the condominium form of ownership for same pursuant to the provisions of the New Jersey Condominium Act, N.J.S.A. 46:8B-1 et seq., under the name "Berkeley Village, A Condominium";

WHEREAS, the Developer presently proposes ultimately to develop and incorporate within the Condominium forty (40) residential dwellings together with certain other site improvements erected, constructed or otherwise established upon the Property as shown on that certain: "Site Plan - Preliminary & Final Site Plan, Lots 7, 7.01, 7.02 & 7.03 - Block 1301, Township of Berkeley Heights, Union County, New Jersey", prepared by R.C. Burdick, Consulting Engineers, Planning, Environmental Permitting, dated May 15, 1996, revised through October 28, 1997 and appended hereto as Exhibit "C" (from now on called the "Site Plan");

WHEREAS, the Developer, as of the date first above written, intends to submit to the condominium form of ownership and incorporate within the Condominium the Property, consisting of the approximately 3.4558 acres of land described by legal, metes and bounds, description in the aforesaid Exhibit "A" hereof and graphically depicted on the aforesaid Survey that appears as Exhibit "B" hereof;

WHEREAS, the Developer intends to ultimately develop upon the Property and incorporate within the Condominium as many as forty (40) residential dwellings

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within seven (7) buildings together with certain governmentally approved site improvements all as shown on the aforesaid Site Plan that appears as Exhibit "C" hereof;

WHEREAS, as of the date first above-written, the Developer intends to submit all of the Property to the condominium form of ownership and incorporate same as part of the Condominium;

WHEREAS, the Developer has established Berkeley Village Condominium Association, Inc., a New Jersey nonprofit corporation, for the administration, operation and management of the Condominium and the improvements therein intended for the common use and enjoyment of the residents of the Condominium;

WHEREAS, all owners of the Units in the Condominium will automatically be members of the Condominium Association and subject to the Master Deed, the Certificate of Incorporation, By-Laws and Rules and Regulations of the Condominium Association.

THEREFORE, WITNESSETH:

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 3.4558 acre parcel of land described and graphically depicted, respectively, in Exhibits "A" and "B" hereof, together with all improvements constructed or to be constructed upon the aforesaid lands as graphically depicted in Exhibit "C".

ARTICLE I

DEFINITIONS

1.00. General. The following words and terms, when used in this Master Deed, the Certificate of Incorporation, the By-Laws and/or the Rules and Regulations shall have the following meanings, unless the context in which same are utilized clearly indicates otherwise. Unless the context clearly indicates otherwise, all definitions set forth in N.J.S.A. 46:8B-3 are incorporated herein by reference and the definitions set forth herein shall be used in conjunction therewith.

1.01. "Affiliate" means any entity which controls, is controlled by or is under common control with the Developer. An entity "controls" the Developer if the entity: (1) is a general partner, officer, director, employer or managing member

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of the Developer; (ii) directly or indirectly or acting in concert with one or more other entities, or through one or more subsidiaries, owns, controls, holds the power to vote or holds proxies representing more than twenty (20%) percent of the Developer; (iii) controls in any manner the election of the majority of the directors of the Developer or (iv) has contributed more than twenty (20%) percent of the capital of the Developer. An entity is "controlled by" the Developer if the Developer: (i) is a general partner, officer, director, employer or managing member of the entity, (ii) directly or indirectly or acting in concert with one or more other entities owns, controls, holds the power to vote or holds proxies representing more than twenty (20%) percent of the voting interest in the entity, (iii) controls in any manner the election of a majority of the directors of the entity or (iv) has contributed more than twenty (20%) percent of the capital of the entity. Control does not exist if the powers described in this section are held solely as security for an obligation and are not exercised.

1.02. "Affirmative Marketing Program and Affordable Housing Plan" shall mean and refer any applicable Affordable Marketing Program and Affordable Housing Plan for Affordable Apartment Units within Berkeley Village, A Condominium or similarly entitled instrument that may be recorded in the Union County Register's Office subsequent to the recordation of this Master Deed and any applicable Affordable Housing Declaration of Covenants, Conditions and Restrictions, as same may be amended and/or supplemented.

1.03. "Affordable Housing Declaration of Covenants, Restrictions and Conditions" or "Affordable Housing Declaration" shall mean and refer to any applicable Affordable Housing Declaration of Covenants, Restrictions and Conditions for Affordable Apartment Units within Berkeley Village, A Condominium or similarly entitled instrument that may be recorded in the Union County Register's Office subsequent to the recording of this Master Deed, as same may be amended and/or supplemented.

1.04. "Affordable Apartment Units" shall mean and refer to those Apartment Units within the Condominium that, either pursuant to the terms of an Affordable Housing Declaration or otherwise, have been restricted by covenants running with title to same requiring that such Units shall, for a specified term, be owned and occupied by households meeting the eligibility criteria established in any applicable Affirmative Marketing Program and Affordable Housing Plan or otherwise. Such Affordable Apartment Units are sometimes referred to as "Mount Laurel" Units or "Low and Moderate Income Units". The proposed locations of the Affordable Apartment Units within the Condominium is reflected on Exhibit "C" hereof.

1.05. "Apartment Unit" shall mean and refer to those single level Units within a portion of a Building architecturally designed as two (2) story above grade structure containing "stacked flats" (specifically that Building designated as Building 5 on the Site Plan that appears as Exhibit "C" hereof).

1.06. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Condominium Association and any reference herein or in the Certificate of Incorporation, By-Laws and/or Rules and Regulations to any power, duty, right of approval or any other right of the Condominium Association shall be deemed to refer to the Board and not the membership of the Condominium Association, unless the context expressly indicates the contrary.

1.07. "Building" shall mean and refer to all the enclosed structures containing Units and structural improvements appurtenant thereto that are incorporated by this Master Deed as part of the Condominium.

1.08. "By-Laws" shall mean and refer to the By-Laws of the Condominium Association, a copy of which document is attached hereto as Exhibit "F" together with all future amendments and/or supplements thereto.

1.09. "Certificate of Incorporation" shall mean and refer to the Certificate of Incorporation of the Condominium Association, a copy of which is attached hereto as Exhibit "E", together with all future amendments and/or supplements thereto.

1.10. "Common Elements", when used alone, shall mean and refer to the "General Common Elements", "Limited Common Elements" and "Reserved Common Elements", collectively.

1.11. "Common Expenses" shall, subject to the provisions of Article VI hereof, mean and refer to 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 Condominium Association, or its directors, officers, agents or employees, in the lawful performance of their respective duties or powers.

1.12. "Condominium" shall mean and refer to: (i) all the lands and premises described in Exhibits "A", "B", and "C" that have been submitted to the condominium form of ownership and that have been incorporated as part of the Condominium by the terms of this Master Deed; (ii) all improvements now or hereinafter constructed in, upon, over or through such lands and premises, whether or not shown on any Exhibit hereto; and (iii) all rights, roads, waters, privileges and appurtenances thereto belonging or appertaining; and (iv) the entire entity created by the execution and recording of this Master Deed or any amendments and supplements thereto.

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

1.14. "Condominium Association" or "Association" shall mean and refer to Berkeley Village Condominium Association, Inc., a New Jersey 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, all as provided for in this Master Deed and/or the Certificate of Incorporation and/or the By-Laws of the Condominium Association.

1.15. "Developer" shall mean and refer to The Berkeley Group, L.L.C., a New Jersey Limited Liability Company, its successors and assigns, and includes any successor to the Developer contemplated by Article XIV of this Master Deed.

1.16. "First Mortgage" shall mean and refer to the first or paramount Mortgage, the lien of which encumbers a Unit.

1.17. "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 Article IV hereof.

1.18. "Institutional Lender" shall mean and refer to any bank, mortgage banker, trust company, insurance company, savings and loan association, pension fund or other financial institution or governmental agency providing, acquiring, insuring,

guaranteeing or proposing to provide, acquire, insure or guarantee Mortgages. 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 proposes to provide, acquire, insure or guarantee Mortgages.

1.19. "Lease" shall mean and refer to any agreement for the leasing, rental, use or occupancy of a Unit of the Condominium, other than the conveyance of title thereto and regardless of the name given to such agreement.

1.20. "Limited Common Elements" shall have the same meaning as "limited common elements" pursuant to N.J.S.A. 46:9B-3(j), except as same may be modified by the provisions of Article IV hereof.

1.21. "Market Unit" shall mean and refer to any Unit within the Condominium that is not identified and restricted as an Affordable Apartment Unit in either this Master Deed or any applicable Affordable Housing Declaration. These Units are sometimes called "Fair Market Units".

1.22. "Master Deed" shall mean this Master Deed for Berkeley Village, A Condominium, together with all amendments and supplements thereto, as recorded in the Union County Register's Office.

1.23. "Member" shall mean all those Unit Owners who are members of the Condominium Association as provided in Article V of the Certificate of Incorporation.

1.24. "Mortgage" shall mean and refer to the duly recorded instrument and underlying obligation giving rise to a mortgage lien upon any Unit.

1.25. "Mortgage Holder" shall mean and refer to the holder of record of a Mortgage or one who insures or guarantees any Mortgage.

1.26. "Owner or Unit Owner" shall mean and refer to the record owner or co-owners, whether one or more persons, firms, associations, corporations or other legal entities, of the fee simple title to a Unit incorporated as part of the Condominium as shown in the records of the Union County Register's Office, in spite of any applicable theory of mortgage, shall not mean or refer to a mortgagee or trustee under a Mortgage or deed of trust unless and until such mortgagee or trustee has acquired title to any such Unit pursuant to foreclosure proceedings or any

proceeding in lieu of foreclosure. The terms Owner and Unit Owner also shall not mean or refer to any lessee or tenant of an Owner or Unit Owner.

1.27. "Permitted Mortgage" shall mean and refer to any Mortgage that is held by an Institutional Lender or which is a purchase money First Mortgage held by the Developer or any other seller of a Unit. It shall also mean and include any other Mortgage, the lien of which, by the express terms of the Mortgage, is subordinate to any and all existing or future Common Expense liens imposed against Units by the Condominium Association. Any acquisition, construction, permanent or other Mortgage placed by the Developer upon all or a portion of the Property, including any Unit, shall also be deemed a Permitted Mortgage so long as same is expressly made subordinate to this Master Deed, any applicable Affordable Housing Declaration, any applicable Affirmative Marketing Program and Affordable Housing Plan and any other applicable restriction of record governing Affordable Apartment Units and provides a mechanism for securing partial releases for Units and their respective appurtenant interest in the Common Elements encumbered by same, incrementally or in bulk.

1.28. "Property" shall mean and refer to the unimproved land submitted to the condominium form of ownership and thereby incorporated as part of the Condominium upon the recordation of this Master Deed in the Union County Register's Office as described and graphically depicted, respectively, in Exhibits "A" and "B" hereof.

1.29. "Reserved Common Elements" shall mean and refer to those portions of the General Common Elements, if any, that the Board may designate as available to less than all Unit Owners and for use of which a charge may be imposed pursuant to Article IV hereof.

1.30. "Rules and Regulations" shall mean those rules and regulations of the Condominium Association that may be promulgated, adopted, amended, published and enforced by same, together with all future amendments or supplements thereto.

1.31. "Townhouse Unit" shall mean and refer to those Market Units architecturally designed as attached townhouse style residences.

1.32. "Unit" shall mean a part of the Condominium designated and intended for independent ownership and use as a residential dwelling regardless of type, including Affordable Apartment Units, and all as more specifically described

in Article III 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.

ARTICLE II

GENERAL DESCRIPTION OF THE CONDOMINIUM

2.01. The Condominium. Upon the recordation of this Master Deed, the Condominium shall consist of all of the unimproved land legally described and graphically depicted, respectively, in Exhibits "A" and "B" hereof, consisting of approximately 3.4558 acres, and all improvements now in existence or hereafter constructed upon the aforesaid lands.

2.02. Recordation of the Master Deed. Upon the recording of this Master Deed, the Developer shall be the Owner of every Unit then incorporated within the Condominium, including its appurtenant proportionate interest in the Common Elements, and, in spite of anything else in this Master Deed to the contrary, shall have the right to advertise, promote, develop, construct, sell, convey, lease, or otherwise dispose of each such Units as it may deem appropriate in its sole discretion, subject to those restrictions and limitations regarding Affordable Apartment Units imposed by any Affordable Housing Declaration and/or any Affirmative Marketing Plan and Affordable Housing Program, as any either of same may be amended, or as may otherwise be imposed.

ARTICLE III

DESCRIPTION OF UNITS

3.01. Boundary. The approximate dimensions, areas and locations of the Buildings and Units within the Condominium are shown graphically on Exhibits "C" and "D" hereof. 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 lowermost subfloor and the uppermost ceiling of each Unit as follows:

BOTTOM: The bottom of each Unit is a horizontal plane along and coincident with the innermost surface of the floor joists (or the unexposed, i.e. earthside, surface of the concrete floor of the garage) and extending in every direction to the point where it closes with a side of such Unit.

TOP: The top of each Unit is an imaginary plane along and coincident with the innermost surface of the ceiling joists

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(including the garage) and extending in every direction to the point where it closes with every side of such Unit.

SIDES:

The sides of each Unit are imaginary vertical planes along and coincident with the innermost surfaces of the studding of the perimeter walls, including the garage walls, and where all or a portion of the garage perimeter walls are constructed of cinderblock or poured concrete, an imaginary plane along and coincident with the interior surface of the cinderblock or poured concrete perimeter walls of the garage. 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 a Unit, including its garage. The sides of each Unit are bounded by the bottom and top of the Unit.

3.02. Items included in Unit. Each Unit, regardless of type, also includes all appliances, fixtures, doors, door frames, door mechanisms, window panes, window frames, window mechanisms, interior walls and partitions, interior stairways, gypsum board or other facing material on the walls and ceilings thereof, the subflooring and floors (including all flooring tile, ceramic tile, finished flooring, carpeting and padding) and all other improvements located within the boundaries of the Unit as set forth in Section 3.01, which are exclusively appurtenant to such Units, although all or part thereof may not be located within the Unit, and shall include, but not be limited to, the following individual appurtenances to the extent that same serve an individual Unit only and not any other Unit or any portion of the Common Elements:

- A. so much of the common plumbing, heating or ventilating system as extends from the interior surface of the walls, floors or ceilings into the Unit;
- B. all electrical wires which extend from the interior surface of walls, floors or ceilings into the Units and fixtures, switches, outlets and circuit breakers;
- C. all master antenna or cable television wiring which extends from the interior surface of the walls, floors or ceilings into the

- Unit and which is not owned by the entity providing the master antenna or cable television service;
- D. all utility meters not owned by the public utility agency supplying the service;
 - E. all equipment, appliances, machinery, mechanical or other systems which serve the Unit exclusively, whether or not same are located within or without the Unit;
 - F. all storage areas located within a Unit, if any, which provide storage exclusively for the Unit;
 - G. any hot water heater serving the Unit exclusively; and
 - H. any central air conditioning, heating or ventilating system serving the Unit exclusively, except for any portion of same concealed within the Common Elements and not readily accessible by the Unit Owner.

3.03. Interior Partitions. Interior partitions and other non-bearing 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 of Directors. If a Unit Owner removes or replaces any 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 Mortgage Holder for such Unit and the Board of Directors. None of the foregoing approvals shall apply to Units owned by the Developer prior to the initial conveyance of any such Units from the Developer to another Unit Owner not an Affiliate of the Developer.

ARTICLE IV

DESCRIPTION OF COMMON ELEMENTS

4.01. General Common Elements. All appurtenances and facilities and other items which are not part of the Units described in Article III or part of the Limited Common Elements described in Section 4.02 shall comprise the General Common Elements. The General Common Elements shall also include by way of description but not by way of limitation:

- A. all land described in Exhibit "A" and shown on Exhibit "B", whether improved or unimproved, submitted to this Master Deed and

incorporated as part of the Condominium by the recordation of this Master Deed in the Union County Register's Office;

- B. all private streets, roadways, curbs, common walkways, common drives, common exterior stairways and common sidewalks, subject to the easements and provisions set forth in Article VIII;
- C. any common parking areas located within the Condominium and graphically depicted on Exhibit "C" hereof;
- D. all lawn or landscaped areas and shrubbery, as well as any unimproved and unlandscaped part of the Property;
- E. common utility conduits, common sewer laterals, other common utility lines and any underground sprinkler system, not owned by a public utility or other utility entity, and waterways, all subject to the easements and provisions set forth in Article VIII hereof;
- F. public connections and meters for gas, electricity, telephone, water and other utilities not owned by the public utility or other entities providing such services;
- G. the roofs, attic spaces, crawl spaces, foundations, footings, slabs (other than basement and/or garage floors that are part of Townhouse Units), columns, girders, beams, supports, exterior or interior bearing or main walls and floors between Units;
- H. common exterior lighting and other facilities necessary to the upkeep and safety of the Buildings and grounds;
- I. any common storage rooms or areas, common equipment rooms or areas, maintenance rooms or areas and utility rooms, if any, subject to Section 4.05 hereof;
- J. any interior or exterior common stairs, steps, landings, stoops or hallways;
- K. all tangible personal property which may be owned by the Condominium Association and which is required exclusively for the operation, maintenance and administration of the Condominium;
- L. all other facilities or elements of any improvement within the Condominium necessary or convenient to the existence, management,

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operation, maintenance or safety of the Condominium or normally in common use; and

- M. any easement or other right which may now or hereafter be granted for the benefit of the Unit Owners(s) or others for access to or use of the General or Limited Common Elements or for any other purpose and not included within the Condominium;
- N. any common recreational facilities now or hereafter constructed upon the Property.

4.02. Limited Common Elements. The Limited Common Elements shall include, generally, by way of description and not by way of limitation, any portion of the Common Elements to which there is direct and exclusive access from the interior of an appurtenant Unit and which shall be for the exclusive and perpetual use of such Unit. For example, any deck, patio, terrace, porch, stoop, steps, driveway, sidewalk or walkway to which there is direct and exclusive access from the interior of an appurtenant Unit and which is for the exclusive and perpetual use of such Unit shall be a Limited Common Element. In spite of the fact that certain portions of certain utility distribution systems may serve a particular Unit exclusively (by way of example, but not limitation, so much of a gas line, water pipe, sanitary sewer pipe, electrical conduit, etc. that runs from a common lateral or individual meter to the Unit), any such portion of such a system that is not owned by the utility provider or is not accessible from the Unit shall be deemed a Limited Common Element.

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

4.04. Condominium Association's Regulation of Use, Cleaning, Snow Clearing, Maintenance, Repair and/or Replacement of Limited Common Elements. The Condominium Association shall have the right to promulgate, adopt, amend, publish and enforce such Rules and Regulations as it may deem appropriate and/or necessary to regulate a Unit Owner's use, cleaning, snow clearing, maintenance, repair and/or replacement of the Limited Common Elements for which Unit Owners are responsible so as to assure aesthetic, architectural and visual harmony, as well as safety. Such

Rules and Regulations may include but shall not be limited to schedules, standards, specifications, materials, colors, manufacturers, etc.

4.05. Reserved Common Elements. The Board of Directors shall have the power in its discretion to: (i) 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; (iii) establish a reasonable charge to such Unit Owners for the use and maintenance thereof; and (iv) promulgate, adopt, amend, publish and enforce such Rules and Regulations as it shall deem appropriate governing the use 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 in the same manner as Common Expense assessments. In spite of the foregoing, no part of the Common Elements shall be designated as Reserved Common Elements for exclusive use by non-Unit Owners, except for non-Unit Owners who are lessees in occupancy. Under such circumstances, the Unit Owner must accept, in writing, primary responsibility and liability for any Common Element that is to be designated as a Reserved Common Element for exclusive use by the Unit Owner's lessee before such designation can be made for the benefit of a lessee.

4.06. Warranty Claims. While the Developer maintains control of the Board of Directors of the Association, it shall take no action which adversely affects a Unit Owner's rights pursuant to N.J.A.C. 5:25-5.5 of the regulations under the New Home Warranty and Builders' Registration Act. Claims relative to defects in Common Elements shall be processed in accordance with N.J.A.C. 5:25-5.5 of the New Home Warranty and Builders' Registration Act.

ARTICLE V

ESTATE ACQUIRED AND MEMBERSHIP INTEREST

5.01. 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 proportionate interest in the Common Elements of the Condominium, which shall not be divisible from the Unit to which it appertains.

5.02. Proportionate Interest In Common Elements. The relative proportionate interest in the Common Elements of the Condominium appurtenant to each

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Unit incorporated within the Condominium, expressed as a percentage of the whole in accordance with N.J.S.A. 46:8B-9(g), is set forth in Exhibit "G" hereof. The relative proportionate interest of each Unit incorporated within the Condominium expressed as a percentage in Exhibit "G" hereof has been rounded to the nearest one-thousandth of a percent in order to avoid an interminable series of digits. In addition, the proportionate interest appurtenant to one or more of the Units has been arbitrarily adjusted to a percentage necessary to apportion the entirety of the Common Elements. Subject to Article XII of this Master Deed pertaining to eminent domain, the proportionate interest in the Common Elements appurtenant to each Unit shall remain fixed. Each Unit's appurtenant relative proportionate interest in the Common Elements of the Condominium shall be used, in addition to such other uses as may be provided in this Master Deed, to allocate the division of proceeds, if any, resulting from any casualty loss, eminent domain proceedings or from any other disposition of the Common Elements.

5.03. Voting. Each Unit Owner in good standing shall be entitled to cast a vote for each Unit to which he holds title, which vote shall be equal in weight to the relative proportionate interest in the Common Elements appurtenant to the Unit for which it is cast. The Developer shall be entitled to cast all votes for Units owned by it, but shall not be permitted to vote for the purpose of amending this Master Deed or the By-Laws or any other document or for the purpose of changing the permitted use of a Unit or reducing the Common Elements.

5.04. No Partition. Subject to the provisions of this Master Deed, the Certificate of Incorporation, the 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 proportionate 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 deed of conveyance or other instrument of conveyance or encumbrance.

5.05. Membership in the Condominium Association. Upon acceptance of a deed to a Unit, each Unit Owner shall automatically become a Member of the Condominium 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, the By-Laws and the Rules and Regulations which may now or hereafter be established for or by the Condominium Association.

5.06. Compliance by Owners. Each Owner or occupant of a Unit shall comply with, and shall assume ownership or occupancy subject to statutes, rules and regulations, resolutions, ordinances or other judicial, legislative or executive "law" of governmental authorities having jurisdiction over the Condominium, the provisions of this Master Deed, the Certificate of Incorporation, the By-Laws, the Rules and Regulations and any other documents, as well as any 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 injunctive relief, or both, by the Developer, the Condominium Association or any Unit Owner in any court or administrative tribunal having jurisdiction against any person or persons, firm or corporation 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 Condominium 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.

ARTICLE VI

ASSESSMENTS

6.01. 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 Condominium Association all assessments contemplated in this Master Deed or the By-Laws.

6.02. Liability for Assessments. No Unit Owner may waive or otherwise avoid liability for Common Expenses by non-use of the Common Elements. Each assessment and other charges assessed against a Unit or a Unit Owner shall be a continuing lien upon the Unit against which they were assessed or the Unit owned by the Unit Owner against whom they were assessed and shall also be the joint and several personal obligation of the Owner(s) of such Unit at the time when the assessment or other charge fell due, and of each subsequent record Owner of such

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Unit, except as otherwise contemplated by Article XIII of this Master Deed or M.J.S.A. 46:8B-21, together with such interest thereon and cost of collection thereof (including reasonable attorney's and paraprofessional fees). Liens for unpaid assessments or other charges may be foreclosed by suit brought in the name of the Condominium Association in the same manner as a foreclosure of a mortgage on real property. Suit to recover a money judgment for unpaid assessments or other charges may be maintained without waiving the lien securing the same.

6.03. Annual Common Expense Assessments. It shall be an affirmative and perpetual obligation of the Board of Directors to fix annual Common Expense assessments in an amount at least sufficient to maintain the exterior of the Buildings and to otherwise maintain and operate the Common Elements as contemplated by this Master Deed, the By-Laws and as required by the Condominium Act. The amount of monies for Common Expenses of the Condominium Association deemed necessary by the Board of Directors and the manner of their expenditure shall be determined in the sole discretion of the Board of Directors.

6.04. Notice of Annual Common Expense Assessments. At least thirty (30) days in advance of the due date of the first annual Common Expense assessment installment for each fiscal year, the Board of Directors shall cause to be prepared a list of the Units and the annual Common Expense assessments applicable to each, according to the names of the Unit Owners. This list shall be kept in the office of the Condominium Association or its managing agent and shall be open to inspection upon the request of any Unit Owner. Written notice of the annual Common Expense assessment shall be given to every Unit Owner in the manner provided by Section 15.11 of Article XV of this Master Deed.

6.05. Use of Annual Common Expense Assessments. The annual Common Expense assessments levied by the Board of Directors shall be used exclusively for promoting the health, safety, pleasure and welfare of the Members of the Condominium Association, including, but without limitation: street lighting; refuse collection for Affordable Apartment Units; snow clearing from roadways, Townhouse driveways and Townhouse Unit main entrance sidewalks, common parking areas and common sidewalks; landscaping of unimproved Common Elements; the maintenance, repair and replacement of the exterior and roofs of the Buildings, including but not limited to cleaning and painting and/or staining (as applicable) of the exterior surfaces and finishes;

maintenance, repair and replacement of the Common Elements or any other improvements on the Property, including roadways and common parking areas; operation, maintenance, repair and replacement of the on-site stormwater detention system serving the Condominium and all other common facilities; maintenance, repair and replacement of all fences and walls within the Condominium installed by the Developer as part of the Condominium's original construction; payment of applicable common taxes, if any, and insurance premiums; all costs and expenses incidental to the operation and administration of the Condominium Association; routine periodic painting of the exterior surface of each Unit's main entrance door (Townhouse Units and Apartment Units), and exterior surface of garage doors, in spite of the fact that all such doors as aforesaid are part of the Units and are otherwise the responsibility of Unit Owners; and, such other items as may from time to time be deemed appropriate by the Board of Directors; provided that the annual Common Expense assessments shall not be used for capital improvements subject to Section 6.11 of this Master Deed.

6.06. Allocation of Common Expenses; Obligations of the Developer. The annual Common Expense assessment shall be allocated among all Units within any Building(s) incorporated within the Condominium and for which an initial Certificate of Occupancy has been issued with respect to such Unit(s). Each such Unit shall be assessed a proportionate share of the annual Common Expense assessment determined by the Unit's proportionate interest in the Common Elements as set forth on Exhibit "G" hereof. Until such time as the Association shall make an assessment for Common Expenses, the Developer shall be solely responsible for all Common Expenses. When the Association has made a Common Expense assessment, the assessment shall be assessed against the Units individually owned and under development in proportion to the benefit derived by the Unit from the items included in the Association's budget.

The Developer covenants (promises) that for so long as it appoints a majority of the Directors serving on the Board of Directors of the Condominium Association, it shall not cause the Common Expense assessment to be artificially low.

6.07. Due Dates of Annual Common Expense Assessment. Annual Common Expense assessments shall be made for a yearly period to be determined by the Board of Directors and shall be payable in advance in monthly installments due upon the first day of each month or in such other installments and upon such other due dates as it may establish. Upon the conveyance of title to a Unit, the portion of the then

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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 (subject to any prior assessments for which a new Unit Owner may be liable pursuant to M.J.S.A. 46:28-31). Such first annual assessment or portion thereof for which a new Unit Owner is liable shall be immediately due upon the acquisition of title by the purchaser of the Unit.

6.08. Emergency Common Expense Assessment. In the event the annual Common Expense assessment proves to be insufficient for an immediate need or emergency, the Board of Directors may amend the budget and assessment and levy an Emergency Common Expense assessment. The determination of an immediate need or emergency shall be in the sole and absolute discretion of the Board of Directors. Notice of any such amendment of the budget and assessment resulting from such immediate need or emergency and the levying of an Emergency Common Expense assessment shall be in writing served upon every Unit Owner in the manner prescribed by Section 15.15 of Article XV of this Master Deed. Such notice shall specify the due date(s) of any Emergency Common Expense assessment or any installment(s) thereof. Within thirty (30) days of any Emergency Common Expense assessment, the Board of Directors shall memorialize, by written resolution, the factual basis for and the fact of the Emergency Common Expense assessment.

6.09. Special Common Expense Assessment. In addition to the other Common Expense assessments authorized herein, in any assessment year, the Board of Directors may levy a Special Common Expense assessment to defray in whole or in part the cost of any reconstruction, unexpected repair or replacement of an existing capital improvement to the Common Elements, not determined by the Board of Directors to constitute an emergency or immediate need, but for which funds held in reserve are inadequate, or for any other lawful purpose except new capital improvements subject to Section 6.11, hereof. If, during any assessment year, a Special Common Expense assessment, together with all other Special Common Expense assessments for the assessment year, exceeds in the aggregate the sum of \$10,000.00 increased by the percentage of increase in the Consumer Price Index for all Urban Consumers since 1997, it shall be authorized by the prior assent of an affirmative vote of two-thirds (2/3) in interest of the affected Members in Good Standing. This vote shall be taken

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at a meeting duly called for such purpose. Written notice of such meeting, stating the purpose of the meeting, shall be served upon all Unit Owners at least thirty (30) days in advance. The due date(s) of any Special Common Expense assessment or any installment(s) thereof shall be fixed in the resolution authorizing such Special Common Expense assessment.

6.10. Capital Improvement Common Expense Assessment. In addition to the other Common Expense assessments herein authorized, the Board of Directors may levy, in any assessment year, a Capital Improvement Common Expense assessment for the purpose of acquiring or constructing a new capital improvement. If, during any assessment year, a Capital Improvement Common Expense assessment, together with all other Capital Improvement Common Expense assessments for the assessment year, exceeds in the aggregate the sum of \$10,000 increased by the percentage of increase in the Consumer Price Index for all Urban Consumers since 1997, it shall be authorized by the prior assent of an affirmative vote of two-thirds (2/3) in interest of the affected Members 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 served upon all Unit Owners no less than thirty (30) days in advance. The due date(s) of any Capital Improvement Common Expense assessment, or any installment(s) thereof, shall be fixed in the resolution authorizing the Capital Improvement Common Expense assessment.

6.11. Exemption from Capital Improvement Assessments. In spite of anything to the contrary herein, neither the Developer nor any Mortgage Holder shall be required to pay any assessments for new capital improvements, whether by way of regular, special, capital improvement or any other Common Expense assessment. This provision may not be amended without the written consent of Developer and every Mortgage Holder.

6.12. Remedial Common Expense Assessment. In addition to the other Common Expense assessments herein authorized, the Board may levy a Remedial Common Expense assessment against any individual Unit(s) whenever required or permitted to do so by any of the provisions of this Master Deed, the By-Laws or the Association's Rules and Regulations expressly authorizing such a Remedial Common Expense assessment, such as, but not limited to, Article VII of this Master Deed. The Board of Directors may also provide by its Rules and Regulations for ordinary maintenance

and minor repairs and replacements for which the Unit Owner is responsible to be furnished to Units or Limited Common Elements by Association personnel or representatives and charged as a Remedial Common Expense assessment.

6.13. Additional Common Expense Assessment for Real Estate Taxes Assessed on a Bulk Basis. In spite of anything contained in this Master Deed, the Certificate of Incorporation, the By-Laws or in any Mortgage requiring the establishment of an escrow for the payment of real estate taxes and until such time as the Township of Berkeley Heights assesses and bills Units for real estate taxes on a per-Unit rather than a bulk basis, the Board of Directors may and hereby is empowered to assess and collect from all Unit Owners, as an Additional Common Expense assessment separate and apart from all other Common Expense assessments, regular, special or other, authorized by this Master Deed, such amounts as may be necessary to pay or create a reserve for paying real estate taxes estimated or assessed by the Township of Berkeley Heights relative to the Property on a bulk basis. Furthermore, in spite of anything contained in this Master Deed or the By-Laws with regard to assessment and collection of other Common Expense assessments authorized or required by this Master Deed, Additional Condominium Common Expense assessments and collections thereof for the purpose of paying real estate taxes estimated or assessed by the Township of Berkeley Heights relative to the Property on a bulk basis may be assessed and collected in such a manner and with such frequency as the Board, in its sole and absolute discretion, deems necessary to pay, in a timely fashion, such bulk real estate tax estimates or assessments. To the extent deemed appropriate by the Board, in its sole and absolute discretion, Additional Common Expense assessments levied hereunder for the purpose of paying estimated or assessed real estate taxes estimated or assessed by the Township of Berkeley Heights relative to the Property on a bulk basis may be collected in advance of the actual date upon which such estimated or assessed real estate taxes are due in order to create an escrow for the prompt payment of such taxes.

Any and all Additional Common Expenses assessments collected by the Association as authorized hereunder for the purpose of paying bulk real estate taxes shall be held in escrow by the Association in a segregated interest bearing account until such amounts are required to be paid to the Township of Berkeley Heights. All interest earned on such escrows shall inure to the benefit of the Association and

shall be applied toward funding any deficit that may exist for the payment of bulk real estate taxes or, absent any such deficit, shall be transferred to the Association's operating account to defray the Association's expenses in administering the Additional Common Expense assessment and collection procedure required to effectuate payments of the bulk real estate taxes relative to the Property assessed or estimated by the Township of Berkeley Heights. Any interest surplus beyond the amount need by the Association to defray such expenses shall be available to the Association to expend for any operating expense it deems appropriate and/or for transfer to its reserves for repair and replacement and/or for transfer to its reserves for deferred maintenance. In the alternative, any such interest surplus may be distributed to the appropriate Unit Owners on the same basis as the assessment of the Additional Common Expense assessment. In any event, the choice of the manner in which any such interest surplus will be disposed of shall be in the sole and absolute discretion of the Board of Directors.

Each Unit Owner's liability for Additional Common Expense assessments authorized hereunder for the payment of bulk real estate taxes estimated or assessed by the Township of Berkeley Heights relative to the Condominium shall be allocated based upon the proportionate interest in the liability for Common Elements of the Units that are the subject of any such bulk estimate or assessment or such other equitable basis of allocation as the Board of Directors deems appropriate in its sole and absolute discretion.

Once the Township of Berkeley Heights commences assessment and billing of real estate taxes on a per-Unit rather than a bulk basis, the Association shall promptly refund, without interest, to the Unit Owners, their respective bulk real estate tax escrow balance, if any, being held by the Association. Furthermore, once the Township of Berkeley Heights commences assessment and billing of real estate taxes on a per-Unit rather than a bulk basis, the Association shall have no further responsibility for any real estate taxes assessed against Units of the Condominium unless it becomes the record Owner of a Unit(s).

Any and all remedies available to the Association pursuant to this Master Deed, the By-Laws and/or applicable law for the collection of other delinquent Common Expense assessments shall be equally available to the Association for the collection of a delinquent Additional Common Expense assessment assessed for the purpose of

paying bulk real estate taxes estimated or assessed by the Township of Berkeley Heights relative to the Property. This shall include, but not be limited to, the filing of a Claim of Lien and, if necessary, the foreclosure of such lien.

In the event a Unit Owner sells his Unit prior to the point in time that the Township of Berkeley Heights commences assessment and billing for real estate taxes assessed relative to the Property on a per-Unit rather than a bulk basis, no amounts paid by such Unit Owner to the Association for real estate taxes shall be refundable to the former Unit Owner by the Association regardless of the fact that such amounts might be held in escrow and not yet paid to the Township of Berkeley Heights and regardless of the fact that such amounts may have been paid to the Township of Berkeley Heights for real estate taxes for a period that will include a portion of time during which the former Unit Owner no longer held title to the Unit. Instead, entitlement to all such amounts, including any refund of same once the Units are assessed and billed for real estate taxes on a per-Unit basis, shall run with title to the Unit. Accordingly, Unit Owners selling their Units prior to the point in time that the Township of Berkeley Heights commences assessment and billing of real estate taxes on a per-Unit basis must make any desired financial adjustments for amounts paid to the Association for real estate taxes with the purchaser of the Unit. No such adjustment between a Unit Owner and the purchaser shall have any effect upon the Association and its ability to assess and collect from the current Unit Owner any and all amounts representing that Unit's proportionate share of assessed or estimated bulk real estate taxes.

6.14. Miscellaneous Common Expense Assessments. Costs of collection (including reasonable attorneys and paraprofessional 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 by law, 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 of Directors shall be deemed Common Expense assessments which each Unit Owner has covenanted and agreed to pay according to the provisions of Section 6.01 herein and for which each Unit Owner is liable according to the provisions of Section 6.02 herein and shall be collectible by the Condominium Association in the same manner as

other Common Expense Assessments pursuant to the provisions hereof and N.Y.S.A. 46:69-21.

6.15. Certificate of Payment. The Association shall, upon written request to it, issue to any Unit Owner or purchaser of a Unit prior to completion of a voluntary sale of same a certificate signed by an officer of the Association showing the amount of unpaid assessments levied against the Unit in question by the Condominium Association. Such certificate shall be issued within ten (10) business days of the Association's receipt of the written request. In addition, the holder of a Mortgage on a Unit or any other holder of a record lien encumbering a Unit may likewise request and receive such a certificate from the Association. Anyone entitled to request and receive such a Certificate, other than the Unit Owner at the time of issuance of such certificate, and who relies upon the certificate shall be entitled to rely thereon and his liability for assessments levied by the Association up to the date of issuance of the certificate shall be limited to the amounts set forth therein in the event he acquires title to the Unit subsequent to the issuance of the certificate.

6.16. Interest in Common Surplus. Any common surplus of the Association resulting from an excess of income over expenses that the Board of Directors, in its sole and absolute discretion, opts to refund to Unit Owners pursuant to Article VII of the By-Law, shall be allocated among the Members in the same manner as those expenses were assessed.

ARTICLE VII

MAINTENANCE RESPONSIBILITIES

7.01. 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, the By-Laws and any Rules and Regulations of the Association. Unit Owners are responsible for all of the improvements appurtenant to their Units and located within the boundaries of same including by way of example but not by way of limitation those improvements described in Section 3.02 of this Master Deed; provided, however, the Association shall be responsible for routine periodic painting of the exterior surface of each Unit's main entrance door (Townhouse Units and Apartment Units) and exterior surface of garage doors, in spite of the fact that

all such doors as aforesaid are part of the Units and are otherwise the responsibility of the Unit Owners.

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 3.02 herein, which are not located within the boundaries of his Unit as set forth in Section 3.01 when the following conditions are met:

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

The cutting, removal or other disturbance of wallboard, flooring or subflooring or any similar material within the Unit Owner's own Unit in order to gain access shall not be considered "a breaking or intrusion" as aforesaid.

7.02. 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, common sewer or common water supply systems. It shall furnish all maintenance, repairs and replacements required for the General Common Elements as such are defined in Section 1.17 herein, including, but not limited, to the exterior and roof of Buildings, common parking areas, private roadways, common stairways and hallways, fences and walls installed by the Developer as part of the Condominium's original construction. Claims relative to defects in Common Elements shall be processed in accordance with N.J.A.C. 5:28-5.5 regarding warranty coverage and claims.

The Association will be responsible for the operation, maintenance, repair and replacement of the on-site stormwater detention system serving the Condominium in accordance with that certain "Stormwater Maintenance Manual for Berkeley Village, Lots 7, 7.01, 7.02, 7.03, Block 1301, Berkeley Heights Township, Union County, New Jersey, Project No. 96-613" prepared by Robert C. Burdick P.E., unless the Township of Berkeley Heights and the Condominium Association agree to the

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performance of such responsibilities pursuant to such other standards as may be approved by the Township.

In spite of the fact that some are part of the Units and are otherwise the responsibility of the individual Unit Owners, the Association shall be responsible for routine periodic painting of the exterior surface of each Unit's main entrance door (Townhouse Units and Apartment Units) and the exterior surface of garage doors. The costs and expenses associated with the Association's discharge of the foregoing responsibility shall be treated as a Common Expense of the Association to be borne by all Unit Owners in accordance with their proportionate liability for Common Expenses as established by this Master Deed.

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 3.02 herein, not located within the boundaries of the Unit and not meeting the conditions set forth in Section 7.01 herein. The expenses incurred by the Association in doing so shall be levied against the Owner of that Unit as a Remedial Common Expense assessment.

7.03. Cleaning, Snow Clearing, Maintenance, Repair and Replacement of Limited Common Elements. Except for maintenance, repair and/or replacement necessitated by a Unit Owner's negligent act(s), misuse or neglect, or the negligent act(s), omission(s) or neglect of the Unit Owner's family members, household pets, guests, occupants or visitors, regardless of whether authorized by the Unit Owner, the Association shall be responsible for:

- maintenance, repair and/or replacement of and snow clearing from the Limited Common Element driveways installed by the Developer as part of the original construction and serving Townhouse Units;
- snow clearing from the Limited Common Element main entrance sidewalks serving Townhouse Units and installed by the Developer as part of the original construction and from any Limited Common Element steps, landings, stoops, etc. between the main entrance doors of Townhouse Units and the aforesaid entrance sidewalks provided such steps, landings, stoops, etc. were installed by the Developer as part of the original construction;

- maintenance, repair and/or replacement of the Limited Common Element decks, patios, terraces, stoops, porches, balconies, etc. and entrance sidewalks installed by the Developer as part of the original construction and serving Townhouse Units;
- maintenance, repair and/or replacement of the Limited Common Element sanitary sewer lateral serving a Townhouse Unit (being the portion of same between the roadway curb and the connection with the Townhouse Unit); and
- maintenance, repair and/or replacement of the Limited Common Element potable water line serving a Townhouse Unit (being the portion of same between the roadway curb and the connection with the usage meter serving the particular Townhouse Unit).

All of the costs and expenses incurred by the Association in discharging the foregoing responsibilities shall be Common Expenses to be borne by all Unit Owners in accordance with their proportionate liability for Common Expenses as established by this Master Deed.

The Owner(s) of a Unit(s) having use exclusive of any Limited Common Element shall be responsible to pay the costs and expenses of any maintenance, repairs or replacement of that Limited Common Element necessitated by his or their own negligent act or omission, misuse or neglect, or the negligent act or omission, misuse or neglect of their family members, household pets, guests, occupants or visitors, regardless of whether authorized by the Unit Owner(s).

All routine cleaning of Limited Common Elements and snow clearing from the Limited Common Element decks, patios, terraces, stoops, porches, balconies, etc. installed by the Developer as part of the original construction shall be solely the responsibility and financial obligation of the Unit Owner(s) who has (have) exclusive use of such Limited Common Elements as an appurtenance to his or her Unit but subject to such qualifications as are set forth in Subsection 4.04 of this Master Deed. In spite of the foregoing, snow clearing from the Limited Common Element main entrance sidewalks serving Townhouse Units and installed by the Developer as part of the original construction shall be the responsibility and financial obligation of the Association as provided for herein.

Each Unit Owner is responsible to promptly report to the Board of Directors, in writing, any defect or need for maintenance, repairs and/or replacements, the responsibility for which is that of the Association.

7.04. Rights of the Association. The Association may effect emergency maintenance, repair and/or replacement to any Unit or Limited Common Element for which a Unit Owner is responsible but which the Unit Owner 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 Common Expense Assessment. The Association may also effect non-emergency maintenance, repair and/or replacement within the boundaries of a Unit for which the Unit Owner is responsible but which the Unit Owner has failed to perform and charge the reasonable expenses of same to the Unit Owner as a Remedial Common Expense Assessment, but only if: (i) any such failure to maintain, repair and/or replace by the Unit Owner will have a material and adverse impact upon any other portion of the Condominium and (ii) the Unit Owner responsible for such maintenance, repair and/or replacement has failed to remedy the situation within thirty (30) calendar days after the Association has given the Unit Owner written notice of the need for such maintenance, repair and/or replacement.

7.05. 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, the Unit Owner so responsible shall pay for such damage and be liable for any damages, liability, costs and expenses, including attorney's fees, caused by or arising out of such circumstances as a Remedial Common Expense assessment, and such maintenance, repairs and replacements to the General or Limited Common Elements or Unit(s) shall be subject to the By-Laws and the Association's Rules and Regulations.

ARTICLE VIII

EASEMENTS

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

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- A. A nonexclusive 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 within which the Unit is located stands;
- C. A nonexclusive easement for ingress to and egress from his Unit and for access to and use of the Limited Common Elements appurtenant to his Unit, if any, 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 or doors therein), ceilings, floors, stairway and foyer of his Unit;
- E. An easement in common with the Owners of all other Units to use any and all pipes, wires, ducts, cables, conduits, public utility lines, television systems, master antenna facilities or other General Common Elements located within any of the other Units and/or in, upon, under or over the Common Elements and serving his Unit;
- F. A perpetual but nonexclusive easement in, over, across and through the General Common Elements to use any and all common roadways, common walkways, common recreational facilities and other common facilities within the Condominium, subject to the right of the Board of Directors to:
 - (i) promulgate, adopt, publish and enforce Rules and Regulations for the use and enjoyment thereof;

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- (iii) suspend this easement right (other than for access to his Unit and the Limited Common Elements appurtenant thereto, if any) as to a Unit Owner for any period during which any assessment for Common Expenses remains unpaid or for any period during which any infraction of its 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 Condominium Association shall not constitute a waiver or discharge of the Unit Owner's obligation to pay the assessment; and
- (iii) designate portions of the General Common Elements as Reserved Common Elements pursuant to Article 6.06 of this Master Deed;

6. A nonexclusive easement for access to or use of the General Common Elements within the Condominium or for any other purposes not prohibited by this Master Deed, the By-Laws or the Rules and Regulations, which easement is for the benefit of all Owners and occupants of Units in the Condominium and their invitees.

6.02. Developer's Easements. The Developer, its respective successors and assigns, shall have the following easements with respect to the Condominium:

- A. A blanket but nonexclusive easement in, upon, over, through, under and across the Condominium for the purpose of conducting any and all reasonable activities ordinarily associated with or related to development and/or construction of a residential condominium project including, but not limited to, excavation, grading and other site preparation as well as construction, erection or other establishment of governmentally approved improvements upon the Property. This easement shall continue until the Developer has incorporated within the Condominium all Units proposed for incorporation within the Condominium (or allowed its reserved rights to incorporate additional Units to expire or abandoned same), has received plenary and final certificates of occupancy or certificates of completion, as

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applicable, for all Units and other improvements constructed by it within the Condominium and has been released from its obligations relative to the improvements constructed by it within the Condominium under the terms of any performance and/or maintenance bond. The Developer shall not, except in the case of an emergency, exercise this easement to enter a Unit or upon any Limited Common Element appurtenant to a Unit without prior notice to and permission from the Unit Owner and at a time reasonably convenient to the Unit Owner. Similarly, once the majority of the Directors on the Board of Directors are Unit Owners other than the Developer, the Developer shall not, except in the case of an emergency, exercise this easement right with regard to completed Common Elements without prior notice to and permission from the Board of Directors and at a time reasonably convenient to the Board of Directors. Neither Unit Owners nor the Board of Directors shall unreasonably preclude the Developer from exercising its easement rights herein established.

- B. A blanket but nonexclusive easement in, upon, over, through, under and across the Condominium for such purposes as may be reasonably necessary for the Developer or its agents to discharge any service, warranty, repair, maintenance, replacement or other similar obligation it may have with respect to any Unit(s) and/or the Common Elements; provided, however, with respect to a Unit, the Developer shall not, except in the case of an emergency, exercise this easement to enter such Unit or upon any Limited Common Elements appurtenant thereto without prior notice to and permission from the Unit Owner and at a time reasonably convenient to the Unit Owner. Similarly, once the majority of the Directors on the Board of Directors are Unit Owners other than the Developer, the Developer shall not, except in the case of an emergency, exercise this easement right with regard to completed Common Elements without prior notice to and permission from the Board of Directors and at a time reasonably convenient

to the Board of Directors. Neither Unit Owners nor the Board of Directors shall unreasonably preclude the Developer from exercising its easement rights herein established. This easement shall be coterminous with the term of the Developer's service, warranty, repair, maintenance, replacement or other similar obligations;

- C. A blanket but nonexclusive easement in, upon, over, across and through the Common Elements for the purpose of conducting any and all reasonable activities ordinarily associated with or related to offering Units for sale and/or lease. This easement shall be coterminous with the Developer's ownership of any Unit owned by it and not initially conveyed to an Owner who is not an Affiliate of the Developer; and
- D. A perpetual, blanket and nonexclusive easement in, upon, over, under, across and through the Common Elements for surface water runoff and drainage caused by natural forces and elements, grading or the improvements located within the Condominium. No individual Unit Owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems within the Condominium.

8.03. Condominium Association Easements. The Condominium shall also be subject to the following easements:

- A. The Association shall have a perpetual but nonexclusive easement for the maintenance of any Common Elements, including those which presently or may hereafter encroach upon a Unit; and
- B. The Association, through the Board of Directors or any manager or managing agent, or their respective agents or employees, shall have the perpetual but nonexclusive right of access to each Unit and any Limited Common Elements appurtenant thereto to: (i) inspect same; (ii) remedy any violations of law and/or of the provisions of this Master Deed, the By-Laws or any Rules and Regulations of the Condominium Association, and (iii) perform any operations required in connection with the maintenance, repair,

replacement, administration or management of or to the Common Elements, any Unit or any equipment, facilities or fixtures affecting or serving Unit(s) or the Common Elements, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

8.04. Mortgage Holder Easements. Any Permitted Mortgage Holder, its officers, agents and employees shall have a blanket, perpetual but nonexclusive easement to enter the Condominium or any part thereof to inspect the condition and repair of the Common Elements or any Units encumbered by a First Mortgage owned, insured or guaranteed by it. This right shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance written notice to and with the permission of the Board of Directors (for Common Elements) or the Unit Owner (for a Unit).

8.05. Municipal Easements. The Condominium is subject to a blanket, perpetual but nonexclusive easement of unobstructed ingress to and egress from, access to and travel within, upon, over, under, across and through same to the Township of Berkeley Heights, its 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 maintenance, repair and/or replacement to a Unit which the Unit Owner has failed to perform) and for emergency or other necessary maintenance, repair and/or replacement of the Common Elements which the Association has failed to perform. Except in the event of emergencies, the rights accompanying this easement shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with permission of the Board of Directors (for Common Elements) and/or the Unit Owner(s) directly affected thereby.

A blanket but nonexclusive easement of unobstructed ingress to and egress from the Condominium in, upon, over, across and through roadways within the Condominium is hereby declared for the Board of Education of the Township of Berkeley Heights and the Board of Education of any regional school district(s) serving the

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Condominium, their agents and employees for the purpose of providing school bus service to residents of the Condominium.

8.06. Utility Easements. The Condominium is subject to a blanket, perpetual but nonexclusive easement of unobstructed ingress to and egress from, access to and travel within upon, over, under, across and through same for the purpose of the installation, maintenance, repair, service and replacement of all sewer, water, power and telephone pipes, lines, mains, conduits, poles, transformers, meters, master television antennas, cable television systems and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility systems serving the Condominium, which easement shall be for the benefit of any governmental agency, utility company or other entity which requires same for the purpose of furnishing one or more of the foregoing services.

8.07. Other Easements. The Condominium is also subject to all easements of record as of the date of this Master Deed, whether or not reflected on any exhibit hereto.

ARTICLE IX

ADMINISTRATION AND POWERS OF ATTORNEY

9.01. Administration of the Condominium. The administration of the Condominium 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, the Association's Rules and Regulations and any other agreements, documents, amendments or supplements to the foregoing which have been or may be duly adopted or subsequently required by: (a) applicable statutes, regulations, resolutions, ordinances or orders of any governmental entity having jurisdiction of the lands that are incorporated as part of the Condominium or the Condominium itself; (b) any title insurance company licensed to do business in the State of New Jersey insuring or proposing to insure title to the lands that are incorporated as part of the Condominium or to any Unit within the Condominium; or (c) any Institutional Lender owning, holding, servicing, insuring or guaranteeing or proposing to provide, own, hold, service, insure, guarantee or acquire a First Mortgage loan, the lien of which encumbers or is proposed to encumber a Unit within the Condominium.

9.02. Developer's Power of Attorney. The Developer hereby reserves for itself, its successors and assigns, for a period of seven (7) years from the date the

first Unit within the Condominium is conveyed by the Developer to the initial individual purchaser thereof, or until Developer conveys title to the last Unit incorporated within the Condominium to the initial individual purchaser of same, whichever occurs first, 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 agreements, documents, amendments or supplements to the documents described in Section 9.01 of this Master Deed which may be required for the reasons set forth in Section 9.01 of this Master Deed; provided, however, that : (i) no such agreement, document, amendment or supplement which substantially alters the floor plan of any Unit or changes the proportionate interest in the Common Elements of the Condominium appurtenant to a Unit (except as expressly provided for herein) or substantially increases the nature of the financial obligations of a Unit Owner shall be made without the prior written consent of the affected Unit Owner(s) and all Mortgage(s) Holders of any Permitted Mortgage(s) encumbering the affected Unit(s); and (ii) if such agreement, document, amendment or supplement adversely affects the priority or validity of any Permitted Mortgage which encumbers a Unit, without the prior written consent of the Mortgage Holder of such Permitted Mortgage(s).

By execution of a contract to initially purchase a Unit within the Condominium from the Developer, by execution of a deed to any Unit within the Condominium initially conveyed by the Developer or by the acceptance of any other legal or equitable interest in the Condominium, each and every 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 the Developer, its successors and assigns, as attorney-in-fact for the purpose of executing such agreements, documents, amendments or supplements required as set forth in Section 9.01 of this Master Deed, subject to the limitations set forth in this Section 9.02.

The power of attorney aforesaid is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and 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, this power of attorney shall not be affected by the death or disability of any principal and is

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intended to deliver all right, title and interest of the principal in and to said power. This power of attorney shall be vested in the Developer, its successors and assigns until the expiration of its stated term.

9.03. Association's Power of Attorney. By execution of a contract to initially purchase a Unit within the Condominium from the Developer, by execution of a deed to any Unit within the Condominium initially conveyed by the Developer 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 the Condominium Association as attorney-in-fact for the following purposes: (i) to acquire title to or lease any Unit whose owner desires to surrender, sell or lease same, and, in the name of the Condominium Association or its designees, corporate or otherwise, and 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 Condominium Association; (ii) to prepare, execute and record any amendments to the Master Deed required by Article XII hereof; and (iii) to prepare, execute and record any amendments to the Master Deed made pursuant to Article XV hereof.

The power of attorney aforesaid is 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, this power of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to said power.

ARTICLE X RESTRICTIONS

10.01. General Covenants and Restrictions. The Condominium is subject to the following restrictions:

- A. To the extent that equipment, facilities and fixtures within any Unit(s) shall be connected to similar equipment, facilities or fixtures affecting or serving other Unit(s) or the Common

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Elements, then their use by individual Unit Owners shall be subject to this Master Deed, the By-Laws and the Rules and Regulations of the Condominium Association.

- B. 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.
- C. No Unit Owner shall have the right to mortgage or encumber his Unit, unless such mortgage or encumbrance is a Permitted Mortgage. No other mortgages or encumbrances shall be permitted without the prior written consent of the Board of Directors, which consent shall not be unreasonably withheld.
- D. 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 by 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 all or a portion of the lands and improvements incorporated within the Condominium on a bulk basis, then each Unit Owner shall pay his proportionate share thereof based upon his Unit's then current appurtenant proportionate liability for Common Expenses or, in the sole and absolute discretion of the Board of Directors, such other equitably allocated share thereof. The aforesaid being in accordance with Section 6.14 of this Master Deed.
- E. Each Unit Owner shall pay for his own telephone and other utilities that are separately metered or billed to him by the utility company providing the service in question. Utilities that are not separately metered or billed or that serve the Common Elements shall be treated as part of the Common Expenses.
- F. No service or maintenance of any automobile or other vehicle shall be performed anywhere within the Condominium except as

might be permitted by the Condominium Association's Rules and Regulations.

8. No Unit Owner other than the Developer shall lease or enter into an arrangement for use and/or occupancy of a Unit for a term or period of less than six (6) months (except in the event of a lender in possession of a Unit following a default in a First Mortgage, a foreclosure proceeding or a deed or other arrangement in lieu of a foreclosure). Furthermore, no Unit Owner shall permit the use and/or occupancy of a Unit for transient or hotel purposes, which shall be defined as any rental or other arrangement for use and/or occupancy where the users or occupants of the Unit are provided customary hotel services such as room service for food and/or beverages, maid service, laundry and/or linen service and bellboy service. In spite of the foregoing, an Owner of a Market Unit may rent to or enter into an arrangement for use and/or occupancy of a Market Unit with a contract purchaser for a term of less than seven (7) days so long as such rental or arrangement for use and/or occupancy is not for transient or hotel purposes. No Unit Owner may lease or enter into any other arrangement for the use and/or occupancy of less than an entire Unit. Copies of all leases or other arrangements for use and/or occupancy, fully signed, must be furnished to the Condominium Association before the term or period of the lease or arrangement begins. Other than the foregoing, an Owner of a Unit shall have the right to lease his Unit or otherwise enter into arrangements for the use and/or occupancy of his Unit provided the lease or arrangement is in writing and is made subject to applicable law, this Master Deed, the By-Laws and the Rules and Regulations of the Condominium Association and other documents referred to herein, including the rights of amendment reserved to the Developer, and, provided further that any failure of the lessee or user and/or occupant to fully comply with applicable law and/or the terms and conditions of such documents shall consti-

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tute a material default under the lease or arrangement and be a basis for termination and eviction or ejection. The leasing or other arrangement for use and/or occupancy of a Unit shall in no way relieve the Unit Owner from his obligations under this Master Deed, the By-Laws and the Rules and Regulations of the Condominium Association, and he shall remain primarily responsible therefore.

In spite of the foregoing, Affordable Apartment Units shall only be rented by the Owners thereof after their initial conveyance from the Developer to a qualified Owner and then only as permitted by and in strict accordance with any applicable Affordable Housing Declaration, any applicable affordable housing ordinance of the Township of Berkeley Heights, any other applicable affordable housing law and all of the restrictions and conditions of this Master Deed otherwise applicable to the rental of Units.

In the event a tenant, user or occupant of a Unit fails to comply with the provisions of this Master Deed, the By-Laws or the Rules and Regulations of the Condominium Association, in addition to all other remedies which it may have, the Condominium Association shall notify the Unit Owner of such violation and demand that same be remedied through the Unit Owner's efforts within thirty (30) calendar days after service of such notice. If such violation is not remedied within such thirty (30) day period, immediately thereafter, at his own cost and expense, the Unit Owner shall institute and diligently prosecute an eviction, ejection or other appropriate action against the tenant, user or occupant on account of such violation. Such action shall not be compromised or settled without the prior written consent of the Condominium Association acting through its Board of Directors. In the event the Unit Owner fails to fulfill the foregoing obligations, the Condominium Association shall have the right, but not the obligation, to institute and prosecute such action as

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attorney-in-fact for the Unit Owner and at the Unit Owner's sole cost and expense, including all legal fees incurred. Such costs and expenses shall be due and payable upon demand to the Condominium Association as a Remedial Common Expense assessment and shall be deemed to constitute a lien on the particular Unit involved. The collection thereof may be enforced by the Board of Directors in the same manner as the Board of Directors is entitled to enforce collection of other Remedial Common Expense assessments. By execution of a deed to any Unit conveyed by the Developer or by the acceptance of a deed to any Unit conveyed by a Unit Owner other than the Developer, each Unit Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Condominium Association, acting through its Board of Directors, as his attorney-in-fact for the purposes described herein.

- H. No Unit or Limited Common Element, except those Units and Limited Common Elements utilized by the Developer as sales offices, administrative or construction offices or models, shall be used for any purpose other than as a private residence; no business, trade, profession or occupation shall be conducted in or from any Unit or upon the Common Elements except as may be permitted by law and expressly permitted by the Rules and Regulations of the Condominium Association or approved in advance and in writing by the Board of Directors of the Condominium Association.
- I. There shall be no obstruction of the Common Elements, including, but not limited to, interior hallways, if any, and interior or exterior stairways and landings, if any, nor shall anything be stored in or upon the Common Elements (except the designated storage areas that are Limited Common Elements, if any) including, but not limited to, hallways, stairways and landings, if any, except as permitted by the Rules and Regulations of the Condominium Association, without the prior written consent of the Board of Directors. The use by a Unit Owner of any storage area

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that is a Limited Common Element, the use of which is appurtenant to his Unit, shall be prescribed by the Rules and Regulations of the Condominium Association. Firewood may only be stored and maintained within the Condominium, including any Limited Common Elements whose use is appurtenant to a particular Unit and any garage that may be part of a Market Unit, in strict accordance with the Condominium Association's Rules and Regulations regarding same. No porch, landing, steps, patio, terrace, balcony, stoop or deck shall be used for the storage of any item unless expressly permitted by the Condominium Association's Rules and Regulations or unless such storage has received the prior written approval of the Board of Directors.

- J. No portion of the Condominium shall be used or maintained for the dumping of rubbish or debris. In addition, compost piles are not permitted. Trash, garbage, recyclables and excess materials of any kind shall not be placed or stored within or about the Condominium, including within any Unit, except as permitted by the Condominium Association's Rules and Regulations. The Condominium Association may, by Rule or Regulation, specify the type of containers to be utilized when trash, garbage, recyclables or other excess materials are placed outside of the Unit for collection. In any event, all such containers shall be stored within the Unit or other permitted area except on collection days.
- K. No garage may be used for any purpose other than vehicular parking, storage of household items or uses normally incident to residential use nor may same be partitioned or subdivided for any purpose or converted to habitable space except as permitted by applicable law, this Master Deed and the prior written approval of Board of Directors, all subject to Subsection EE. of this Section 10.01.
- L. To provide for an orderly procedure in the case of title transfers and to assist in the maintenance of a current, up-to-

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date roster of Unit Owners and occupants, each Unit Owner shall give the Condominium Association timely notice of his intent to list his Unit for sale or lease and, upon closing of title or execution of the lease, as the case may be, shall immediately notify the Condominium Association of the names and addresses of the purchasers or lessees.

M. No Unit Owner or occupant shall build, erect, plant, place and/or maintain any matter or thing upon, in, over or under the General or Limited Common Elements of the Condominium without the prior written consent of the Board of Directors or unless expressly permitted by the Rules and Regulations of the Condominium Association; provided, however, under no circumstances shall any outdoor shed or similar facility be erected or placed within the Condominium except as may have been approved by the Township of Berkeley Heights in its approval of the site plan for the Condominium or by subsequent approval. No Unit Owner shall disturb by removal, transplantation, alteration, or otherwise any natural foliage or vegetation or that planted and/or maintained by the Developer or the Condominium Association upon the Common Elements except as may be expressly permitted by the Rules and Regulations of the Condominium Association or approved in advance in writing by the Board of Directors.

N. No Unit Owner (other than the Developer) shall paint, decorate or otherwise change the appearance of the exterior of a Unit, any Building or any portion of the Common Elements unless expressly permitted by the Condominium Association's Rules and Regulations or approved in advance in writing by the Board of Directors. The foregoing shall be deemed to include an otherwise permitted alteration of the interior of a Unit that will result in a change in exterior appearance of the Unit or a Building or portion of the Common Elements. Each Unit Owner is responsible for promptly reporting to the Board of Directors any defect or need for

maintenance, repair or replacement for which the Condominium Association is responsible.

- O. Each Unit Owner shall be responsible for cleaning (interior and exterior), maintenance, repair and replacement of all windows of his Unit as well as any doors serving his Unit, including those doors leading onto any porch, landing, steps, balcony, deck, terrace, patio or stoop adjacent to his Unit. The terms "window" and "door" shall be deemed to include all portions of each, including, but not necessarily limited to, the frames, screens, glass, operating mechanism, hardware, etc. The terms "window" and "door" shall also include, where applicable, garage windows and doors. The Condominium Association, by Rules and Regulations, may establish maintenance schedules and standards in this regard as well as standards applicable to types of materials, styles, manufacturers, colors, etc., all in order to preserve and promote soundness of repair and visual aesthetic and architectural harmony.
- P. Nothing shall be done or kept in any Unit or within the Condominium that will increase the rates of insurance of any building or the contents thereof beyond the regular rates applicable for such Building without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his Unit or within the Condominium that will result in the cancellation of insurance on any Building or the contents thereof or that will violate any law.
- Q. No bird, reptile, animal or pet of any kind shall be raised, bred or kept in any Unit, anywhere else within the Condominium except as expressly permitted by the Rules and Regulations of the Condominium Association and applicable law. Under no circumstances shall outside pens, runs or yards for same be permitted.

- R. Nothing shall be done in or to any Unit or on or to the Common Elements of the Condominium which will impair the structural integrity of any Building or other improvement.
- S. No exterior loudspeakers, including those contained in portable radios or television sets, shall be permitted within the Condominium except as may be expressly permitted by the Rules and Regulations of the Condominium Association. No unshielded floodlights or exterior antenna or similar device shall be installed by any Unit Owner within or upon portion of a Unit, upon any portion of the Common Elements (including any porch, stoop, landing, balcony, deck, patio or terrace) without the prior written permission of the Board of Directors or as expressly permitted by the Rules and Regulations of the Condominium Association.
- T. No vehicles larger than a panel truck and no commercial vehicle, mobile home, recreational vehicle, boat, boat trailer or the like, nor any unlicensed, inoperative, unused or disabled vehicle of any type shall be parked within any part of the Condominium except: those vehicles temporarily within the Condominium for the purpose of servicing the Condominium or one of the Units, those vehicles completely housed within the garage of a Unit in such a fashion as to permit complete closure of the garage door of the garage or those vehicles parked in an area designated for such vehicles, if any, all subject to the Rules and Regulations of the Condominium Association. The Board of Directors, through Rules and Regulations, may further define those vehicles that are permitted or prohibited within the Condominium. This restriction is not applicable to the Developer in its exercise of its development rights relative to the Condominium.
- U. With regard to the Market Units with garages, all passenger vehicles shall be parked within the Market Unit's garage or within the Limited Common Element driveway leading to and servicing the garage in such a manner as to be completely within

the boundary of the Market Unit or the Limited Common Element driveway whose use is appurtenant thereto and so as to avoid impeding any other vehicles or pedestrians. All other vehicles shall be parked within the Market Unit Owner's garage and shall not protrude so as to prevent the closing of the garage door. Garage doors shall be kept closed at all times except when required to be open for the purpose of access to, ingress to, egress from or other permitted use of the garage.

V. With regard to Affordable Apartment Units, all vehicles not otherwise prohibited by the terms of this Master Deed or the Condominium Association's Rules and Regulations shall be parked within the parking area designated for use by the Owners of Affordable Apartment Units. The Condominium Association may, in its sole and absolute discretion, permit such parking to take place on a first-come-first-served basis or, in the alternative, establish a system of assigning parking spaces.

W. Except for the area designated for parking for the Owners of Affordable Apartment Units and such portions of the General Common Elements as the Condominium Association designates by Rule or Regulation as guest parking areas (if any) and/or parking for users of the recreational amenities, there shall be no parking of vehicles within the General Common Elements.

X. There shall be no parking of vehicles on any roadway or street within the Condominium except as may be permitted by the Township of Berkeley Heights and the Rules and Regulations of the Condominium Association. This restriction may not be amended or rescinded without the prior written approval of the Township of Berkeley Heights.

Y. No person shall operate a motorized bicycle, moped, dirt bike, motorcycle, all terrain vehicle, snowmobile, go kart or any other motorized vehicle or machine of any kind within the Condominium without securing all licenses and registrations required by the State of New Jersey for the operation of such machines or

vehicles upon public roads in the State of New Jersey. If no license or registration is required with respect to any of the aforementioned vehicles or machines, the operation of such machines or vehicles within the Condominium is prohibited except as may be permitted by the Rules and Regulations of the Condominium Association. In any event, no motorized vehicle or machine shall be operated anywhere within the Condominium except on the streets, roadways and parking areas within the Condominium designed for such use.

8. No Unit Owner shall cause or permit any clothes, sheets, blankets or laundry of any kind or other articles to be hung or displayed within a Unit or the Limited Common Elements so as to be visible from outside of the Unit. No sign, display or decoration of any kind shall be placed on any window or door of a Unit so as to be visible from the outside of the Unit without the prior written approval of the Board of Directors except as may be expressly permitted by the Rules and Regulations of the Condominium Association. In spite of the foregoing, the Developer, in its sole discretion, shall be entitled to erect, install, affix and/or display signs relative to the development, sale or lease of the Units until ninety (90) days after it initially conveys the last Unit incorporated within the Condominium.
- AA. No noxious, unlawful, unsightly or offensive activities shall be carried on within the Condominium, including within any Unit, nor shall anything be done either wilfully or negligently which may be or become an unreasonable annoyance or nuisance to others or unreasonably interferes with the peaceful possession and proper use of the Units and Common Elements of the Condominium by its residents. The foregoing shall not be construed so as to impede the Developer in its development of the Condominium.
- BB. All Units must be heated to the extent necessary to prevent damage from freezing temperatures during the months of October through April, inclusive, regardless of whether or not occupied.

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Any Unit Owner failing to so heat his Unit shall be liable for the cost of any damage caused to any portion of the Condominium due to his neglect or, if such damage is insured by the Condominium Association, for any deductible or other amount not received by the Condominium Association from the proceeds of such insurance. Such amounts for which a Unit Owner is liable may be assessed against the Unit Owner as a Remedial Common Expense assessment.

- CC. No Unit Owner or occupant shall burn, chop or cut anything on, over or above the Common Elements except as may be permitted by the Rules and Regulations of the Condominium Association.
- DD. Draperies, blinds, curtains or other window coverings must be installed by each Unit Owner on all windows of his Unit and must be maintained in said windows at all times except as may be otherwise permitted by the Rules and Regulations of the Condominium Association. Any portion of such draperies, blinds, curtains or other window coverings visible from the exterior of the Unit shall be beige, off white or neutral in color unless otherwise permitted by the Rules and Regulations of the Condominium Association.
- EE. No Unit Owner (other than the Developer) may make any additions, alterations or improvements in or to his Unit or upon or to the Common Elements or impair any easement of record or referred to in this Master Deed without the prior written consent of the Board of Directors. In spite of the foregoing, while the Developer appoints a majority of the Directors serving 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 monthly installments of the regular annual Common Expense assessment unless necessitated by emergency or required by: (1) applicable statutes, regulations, resolutions, ordinances or orders of any governmental entity having jurisdiction of the

Condominium; (2) any title insurance company licensed to do business in the State of New Jersey insuring or proposing to insure title to the lands incorporated as part of the Condominium or to any Unit incorporated within the Condominium; or (3) any Institutional Lender owning, holding, servicing, insuring or guaranteeing or proposing to provide, own, hold, service, insure, guarantee or acquire a First Mortgage loan, the lien of which encumbers or is proposed to encumber a Unit incorporated within the Condominium. The Board of Directors shall have the obligation to answer any written requests received by it from a Unit Owner for approval of a proposed addition, alteration or improvement in or to his Unit or upon or to the Common Elements or impairment of an easement within forty-five (45) calendar days after the receipt of such request, and failure to do so within the stipulated time shall constitute a denial of the proposal. Any application to any municipal authority for a permit to make an addition, alteration or improvement in or to any Unit or upon or to the Common Elements must first be reviewed by the Board of Directors and, if approved, shall be executed by the Board of Directors so as to indicate its consent and may then be submitted by the Unit Owner. Such approval, and execution, however, shall not incur any liability on the part of the Condominium 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 Board of Directors with a copy of any such permit which he has procured. The provisions of this subsection shall not apply to Units owned by the Developer until such Units have been initially sold and conveyed by the Developer unless such Developer-owned Units are voluntarily not being offered for sale in the regular course of business.

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77. No Dwelling Owner shall cause or permit any clothes, sheets, blankets or laundry of any kind; any plants or planters; any air conditioning unit; any electrical, telephone or other wiring or any other articles to be hung or displayed on the outside of windows or placed on the outside window sills, walls, patios, porches, steps, stoops, terraces, balconies or decks of any Building within the Condominium or otherwise placed elsewhere within the Common Elements except as may be permitted by the Condominium Association's Rules and Regulations.
78. No clothes lines, poles or other clothes drying devices shall be installed or maintained within the Condominium, temporarily or permanently, except as may be permitted by the Rules and Regulations of the Condominium Association.
79. No signs, advertisements, awnings, grills, patio or balcony enclosures, deck railing or enclosures, fences, canopies, shutters, radio or television antennae, aerial or reception devices (except those installed by the Developer) or satellite dishes shall be erected, installed or affixed within the Condominium or any part thereof except as may be expressly permitted by the Rules and Regulations of the Condominium Association without the prior written consent of the Board of Directors. In spite of the foregoing, the Developer shall have the right to display signs for promotional, sales, exhibit and administrative purposes upon any portion of the Condominium and/or upon any Unit owned or leased by it until ninety (90) days after it initially conveys the last Unit incorporated within the Condominium.
- II. No Unit shall be occupied or resided in by more than two (2) persons per each bedroom within the Unit. The term "bedroom" as used herein shall mean a room designated as a bedroom on the Developer's final filed and approved building plans for a Unit. A temporary visitor of a Unit Owner shall not be deemed to be residing in or occupying a Unit for purposes hereof unless such

visit exceeds an aggregate of 120 days in any calendar year. Also, for purposes hereof, the child of a Unit Owner or other occupant (natural, adopted or foster) or a child for which the Unit Owner is the legal guardian shall not be deemed a person in the computation provided for herein until such time as the child attains the chronological age of two (2) years. To the extent that any State, County or Township statute, regulation or ordinance may impose a more restrictive occupancy or residency standard than the foregoing, the more restrictive standard shall prevail and govern.

JJ. No immoral, improper, offensive or unlawful use shall be made of any Unit or portion of the Common Elements; and all applicable laws, including by way of example and not by way of limitation, zoning ordinances, building codes and regulations of all governmental agencies having jurisdiction of the Condominium, shall be observed.

KK. No Unit Owner or agent of a Unit Owner shall place signs or other advertisements in, upon, around or about the Unit, the Common Elements in connection with the Owner's desire to sell, lease or otherwise dispose of his Unit. No such signs or advertisements may be placed inside of a Unit what would be visible from outside of the Unit. This restriction will last for five (5) years from the date that this Master Deed is recorded in the Union County Register's Office or until the last Unit incorporated within the Condominium and owned by the Developer is initially conveyed by the Developer to an unrelated purchaser, whichever shall occur first. This Subsection is not applicable to the Developer. Unless expressly permitted by the Rules and Regulations of the Condominium Association or approved in advance in writing by the Board of Directors, no other sign of any type visible from outside of a Unit shall be placed on the interior window surface of any Unit.

LL. The Units and the Common Elements shall only be used in a manner reasonably consistent with their respective intended uses as part of a residential development and the use of same shall be prescribed by the promulgated, adopted and published Rules and Regulations of the Condominium Association.

MM. There shall be no obstruction of access to any Unit or the Common Elements other than such temporary obstruction as may occur from time to time as a result of the reasonable exercise by the Developer of its development rights.

None of the restrictions contained herein shall be applied to prohibit the reasonable adaption of any Unit for use by the disabled.

10.02. Prohibition Against Discrimination. The Condominium Association shall take no action that will result in discrimination between resident-Unit Owners and non-resident Unit Owners, Owner-occupants and non-Owner occupants of Units. Thus, any and all fees that are permissible for the Condominium Association to impose, any restrictions that are enforced by the Condominium Association and any and all other administration of the Condominium by the Condominium Association must be uniform with regard to the foregoing types of owners, occupants and Units. Furthermore, the prohibition established by this Section 10.02 shall not be amended or modified except by the affirmative vote of all Unit Owners.

10.03. Additional Restrictions Applicable to Affordable Apartment Units.

In addition to such other restrictions as are established by this Article X or otherwise by this Master Deed, those Units now or hereafter incorporated within the Condominium and designated as Affordable Apartment Units shall also be subject to and encumbered and governed by such additional conditions, covenants and restrictions as are established by any Affordable Housing Declaration, the Township of Berkeley Heights by applicable affordable housing ordinance or other applicable law. To the extent that any provision of this Master Deed or the By-Laws and/or Rules and Regulations of the Condominium Association shall be in conflict with any Affordable Housing Declaration, an applicable affordable housing ordinance of the Township of Berkeley Heights or other applicable law when applied to Affordable Apartment Units, such Affordable Housing Declaration, Township ordinance or other applicable law shall govern with regard to the Affordable Apartment Units.

ARTICLE XI

REQUIRED INSURANCE AND DISPOSITION OF PROCEEDS

11.01. Insurance. As required by N.J.S.A. 46:8B-14(d) and (e), the Board of Directors shall obtain and continue in effect blanket property insurance on the Common Elements in an amount equaling replacement value (exclusive of land, foundations or slabs, excavations and such other items as are usually excluded from insurance coverage) and in a form satisfactory to any Institutional Lenders holding First Mortgages on a majority of the Units, 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 of Directors shall obtain and continue such other amounts of insurance coverage as may be required by the provisions of the By-Laws and in such amounts as are prescribed therein, if any. Premiums for all such insurance coverage, except for individual Unit coverage, shall be a Common Expense to be included in the annual Common Expense assessment.

11.02. Disposition of Insurance Proceeds. If any Building, 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 Article XI.

11.03. Insurance Proceeds Less Than or Equal to \$50,000. If the insurance proceeds derived from an insured loss amount to \$50,000.00 or less, the Board of Directors shall contract with a licensed contractor or contractors of its choice to rebuild or repair such damaged or destroyed portions of the Condominium in conformance with the original plans and specifications therefor, or if adherence to such original plans and specifications is deemed impracticable in the sole and absolute discretion of the Board of Directors, 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 of Directors 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.

11.04. Insurance Proceeds Greater than \$50,000. If the insurance proceeds derived from an insured loss exceed \$50,000.00, all such insurance proceeds shall be paid directly to an Insurance Trustee, as may be designated by the Board of Directors, as trustee for all Permitted Mortgage Holders holding Mortgages and all

Unit Owners, as their respective interests may then appear. Disbursement of such funds shall be made only upon the signatures of a majority of the members of the Board of Directors in accordance with the following:

- A. Upon notification of the receipt of insurance proceeds by the Insurance Trustee or at such earlier date as may be determined appropriate by the Board of Directors, in its sole and absolute discretion, the Board of Directors shall enter into a contract for a specific dollar amount with a licensed contractor or contractors for the repair or rebuilding of all of the damaged or destroyed portions of the Condominium, as nearly as practicable to the original plans and specifications thereof and in accordance with all applicable building codes.
- B. The Board of Directors shall enter into said contract with a licensed contractor or contractors which shall have provisions for periodic disbursements of funds by the Insurance Trustee. Disbursements to the contractor shall be made subject to the prior presentation of an architect's certificate and contractor's requisition containing such provisions as may be appropriate under the circumstances and deemed suitable by the Board of Directors.
- C. The Board of Directors shall employ an architect or other qualified party to supervise the repair and rebuilding to insure that such work, services and supplies are of proper quality and that construction is completed in a workmanlike manner and according to plans and specifications.

11.05. Responsibility of Unit Owner. If the damage is only to those parts of a Unit for which the responsibility for maintenance, repair and replacement 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 Condominium Association as a result of such damage shall be made available to the Unit Owner for such purpose upon such terms and conditions as the Board of Directors may impose in its sole and absolute discretion. 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 Condominium Association.

11.06. Insurance Proceeds Insufficient. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair of damaged or destroyed portions of the Condominium, or, if at any time during or upon completion of reconstruction and repair, the funds for payment of the costs thereof are insufficient, Special Common Expense assessments shall be made against all Owners whose Units were damaged or destroyed in sufficient amounts to provide funds for the payment of such costs. If only Limited Common Elements and no Units are damaged or destroyed, the Special Common Expense assessment shall be levied only against those Units entitled to use of such Limited Common Elements. If only General Common Elements and no Units are damaged or destroyed, the Special Common Expense assessment shall be levied against all Units. In spite of anything to the contrary in this Master Deed or the By-Laws, such Special Common Expense assessments shall be in proportion to the Unit Owner's percentage interest in the Common Elements relative to the aggregate interest in the Common Elements of all Units specially assessed. The foregoing provisions of this Section 11.06 are applicable to the repairs and reconstruction to be undertaken by the Condominium Association and do not cover damages to those portions of the Unit for which the responsibility of maintenance and repair and the costs thereof is that of the Unit Owner.

11.07. 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 Condominium Association and applied by it to reduce the Common Expenses; provided, however, any portion of the excess insurance proceeds attributable to damage or destruction for which a Unit Owner is individually responsible for repair or reconstruction shall be made available to said Unit Owner or, if there is a mortgage endorsement as to an affected Unit, then to the Unit Owner and the Unit mortgagee, jointly, to be utilized for such repair or reconstruction for which the Unit Owner is responsible.

11.08. Assignment to Mortgage Holder. In the event the Condominium Association determines not to repair or rebuild the damaged or destroyed 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 of his Unit or interest in the Common Elements or

both 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, all in accordance with N.J.S.A. 46:8B-24.

ARTICLE XII

EMINENT DOMAIN

12.01. General. This Article shall be deemed to be supplemental to and not in derogation of the provisions of N.J.S.A. 46:8B-25.

12.02. Notice and Participation of Unit Owners. If the Common Elements or any part thereof shall be taken, injured or destroyed by eminent domain, each affected Unit Owner shall be entitled to notice of such taking and to participate through the Condominium Association in the proceedings incident thereto.

12.03. Allocation of Awards. Any awards made in connection with such proceedings shall be collected by the Condominium Association and applied or distributed by it in accordance with and Sections 5.02 and 12.04 of this Master Deed, unless the award or decree provides to the contrary.

12.04. Re-Allocation Following Condemnation.

A. Units Rendered Uninhabitable. Upon acquisition by the condemning authority, each affected Unit's entire appurtenant proportionate interest in the Common Elements of the Condominium and its corresponding proportionate liability for payment of Common Expenses shall be automatically reallocated to the remaining Units on the same basis as their respective proportionate interests and liability were initially established. The Condominium Association, acting through its Board of Directors, shall promptly prepare, execute and record an amendment to this Master Deed reflecting such reallocations. Any remnant of a Unit which has been rendered uninhabitable remaining after a part of a Unit is taken under this subsection shall thereafter be a Common Element.

B. Units Remaining Habitable. Upon acquisition by the condemning authority, the appurtenant proportionate interest in the Common Elements of the Condominium and corresponding proportionate

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liability for Common Expenses of each affected Unit shall remain unchanged.

13.05. Allocation of Proceeds Derived from Acquisition of Common Elements. If a part of the Common Elements is acquired by eminent domain, the award must be paid to the Condominium Association. The Condominium Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Unit Owners in proportion to their respective proportionate interest in the Common Elements before the taking, but the portion of the award attributable to the acquisition of any Limited Common Element must be equitably divided, unless the award provides otherwise, among the Owners of the Units to which that Limited Common Element was allocated at the time of acquisition based upon the relative proportionate entitlement of the affected Owners to the acquired Limited Common Elements.

ARTICLE XIII

PROTECTIVE PROVISIONS FOR THE BENEFIT OF MORTGAGE HOLDERS

13.01. General. "Notice Mortgagee" shall mean and refer to any Mortgage Holder holding a First Mortgage which has given written notice to the Condominium Association in the manner provided in Section 15.12 of this Master Deed of its desire to have notice of those matters that are the subject of Sections 13.02 through 13.06 and 13.09 of this Master Deed. Any such notice must state the name of the Mortgage Holder and the address to which notices to be sent to it should be directed and must sufficiently identify the Unit for which the Notice Mortgagee is the Mortgage Holder of a First Mortgage. It shall be the obligation of the Notice Mortgagee to keep the Condominium Association informed of any change of address to which required notices should be sent. The Condominium Association shall be deemed to have fulfilled its obligations hereunder and a Notice Mortgagee shall be deemed to have been given any required notice hereunder so long as the Condominium Association can establish that it served the notice in question in the manner provided herein directed to the Notice Mortgagee at the last address given by it to the Condominium Association in the manner provided herein. The manner in which the Condominium Association shall give the notices required to Notice Mortgagees pursuant to this Article XIII shall be via United States Postal Service by certified mail, with return receipt requested and

sufficient prepaid postage affixed thereto, addressed to the last address of the Notice Mortgagee identified to the Condominium Association as provided herein.

13.02. Prior Written Approval of 51% of Notice Mortgagees. The prior written approval of at least fifty-one percent (51%) of the Notice Mortgagees is required for any material amendment to this Master Deed or to the By-Laws or Certificate of Incorporation of the Condominium Association, including, but not limited to, any amendment which would change any provision relating to:

- A. voting rights;
- B. reserves for maintenance, repair and replacement of Common Elements;
- C. responsibility for maintenance and repairs;
- D. reallocation of interests in the General or Limited Common Elements or rights to their use (except as expressly contemplated by Articles II and XIV of this Master Deed);
- E. boundaries of any Unit;
- F. convertibility of Units into Common Elements or vice versa (except as expressly contemplated by Articles II and XIV of this Master Deed);
- G. expansion or contraction of the Condominium, or the addition, annexation or withdrawal of land to or from the Condominium (except as expressly contemplated by Articles II and XIV of this Master Deed);
- H. insurance or fidelity bonds;
- I. leasing of Units;
- J. imposition of any restrictions upon a Unit Owner's right to sell or transfer his Unit;
- K. a decision by the Condominium Association to establish self-management rather than professional management;
- L. restoration or repair of the Condominium (after damage, destruction or condemnation) in a manner other than that specified in this Master Deed;
- M. any action to terminate the legal status of the Condominium as a Condominium after substantial damage or condemnation occurs;

- H. any provisions that expressly benefit Notice Mortgagees; or
- O. assessment allocations, assessment liens or subordination of assessment liens.

The notice given to Notice Mortgagees pursuant to Section 13.01 of this Master Deed with regard to any proposed material amendment as aforesaid must include a copy of the proposed amendment.

13.03. Prior Written Approval of 67% of Notice Mortgagees. The prior written approval of at least sixty-seven percent (67%) of the Notice Mortgagees 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.

13.04. Implied Approval of Notice Mortgagees Assumed. In spite of the requirements of prior written approval of Notice Mortgagees provided in Section 13.02 and 13.03 of this Master Deed, provided that the Condominium Association serves notice on Notice Mortgagees of those matters that are the subject of Sections 13.02 and 13.03 of this Master Deed in the manner provided in Section 13.01 of this Master Deed, the Condominium Association may assume implied approval of any Notice Mortgagee failing to submit a written response to any notice given within thirty (30) days after it receives such notice as provided herein and so long as the notice was delivered by certified mail as indicated by a signed return receipt.

13.05. Additional Notices. Any Notice Mortgagee shall also be entitled to timely written notice of:

- A. any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the Notice Mortgagee's loan; and no Unit Owner or other party shall have priority over such Notice Mortgagee with respect to the distribution to such Unit(s) of the proceeds of any condemnation award or settlement in the event of condemnation or with respect to the distribution to such Unit(s) of any insurance proceeds in the event of casualty loss;
- B. any sixty (60) day delinquency in the payment of annual regular Common Expense assessment installments or other Common Expense assessments or charges owed to the Condominium Association by the

Owner of any Unit for which the Notice Mortgagee holds a Mortgage;

- C. a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Association; and
- D. any proposed action that requires the consent of a specified percentage of Notice Mortgagees.

13.06. No Partition. No Unit in the Condominium may be partitioned or subdivided without the prior written approval of any Notice Mortgagee holding a Mortgage for such Unit.

13.07. Common Expense Lien Subordinate. With the exception of such portions of the Condominium Association's "customary condominium assessment" for which it has established a limited lien priority pursuant to N.J.S.A. 46:8B-21, any lien the Condominium Association may have on any Unit in the Condominium for the payment of Common Expense assessments, regardless of nature, 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. If a mortgagee of a First Mortgage or other purchaser or a Unit obtains title to such Unit as a result of foreclosure of the First Mortgage, such acquirer of title, his successors and assigns shall not be liable for the share of Common Expenses or other assessments by the Condominium Association pertaining to such Unit or chargeable to the former Unit Owner which became due prior to acquisition of title as a result of the foreclosure except for such portion of the Condominium Association's "customary condominium assessment" levied against the former Unit Owner for which the Condominium Association has established a limited lien priority pursuant to N.J.S.A. 46:8B-21 but which remains unpaid. Such unpaid shares of Common Expenses and other assessments (except for the aforementioned portion of the Condominium Association's "customary condominium assessment" that is the subject of a perfected but unsatisfied lien entitled to limited priority by N.J.S.A. 46:8B-21) shall be deemed to be Common Expenses collectible from all of the remaining Unit Owners including such acquirer, his successors and assigns.

13.08. Maintenance and Inspection of Records. The Condominium Association shall maintain current copies of this Master Deed, the Certificate of

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Incorporation, the By-Laws and the Rules and Regulations of the Condominium Association, and any respective amendments thereto, as well as its own books, records and financial statements and have same reasonably available for inspection by Unit Owners and Permitted Mortgage Holders. Any Permitted Mortgage Holder shall, upon prior written request: (i) be permitted to inspect the documents, books and records of the Condominium Association during normal business hours; and (ii) receive an annual audited financial statement of the Condominium Association within ninety (90) days following the end of any fiscal year of the Condominium Association.

13.09. Notice of Meetings. Any Notice Mortgagee shall receive written notice of all meetings of the Condominium Association and be permitted to designate a representative to attend all such meetings.

13.10. Liability for Common Expense Assessments. Any Mortgage Holder that obtains title to a Unit as a result of foreclosure of a 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 Condominium Association pertaining to such Unit or chargeable to the former Unit Owner which became due 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.

13.11. Management Agreements. Any management agreement for the Condominium entered into by or on behalf of the Condominium Association shall be terminable by the Condominium Association, with or without cause, upon thirty (30) days prior written notice thereof. The term of any such agreement shall not exceed one (1) year.

13.12. Common Expense Default. In spite of the absence of any express provision to such effect in any Mortgage instrument, in the event that there is any default in the payment of any installment of any Common Expense assessment, regular or otherwise, for a Unit, any Mortgage Holder holding a Permitted Mortgage which encumbers such Unit shall be entitled to declare such Mortgage in default in the same manner that is permitted by such Mortgage with respect to any default in the payment of real estate taxes.

ARTICLE XIV

DEVELOPER'S RIGHTS AND OBLIGATIONS

14.01. Ratification, Confirmation and Approval of Agreements. The fact that some or all of the officers, Directors, Members or employees of the Condominium 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 Condominium Association or with third parties will not invalidate any such agreements and the Condominium 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 therefore by any party shall constitute the ratification, confirmation and approval by such purchaser, its heirs, legal representatives, successors and assigns of the propriety and legality of said agreement(s), or any other agreements authorized and permitted by the New Jersey Condominium Act, this Master Deed, the Certificate of Incorporation or the By-Laws of the Condominium Association.

14.02. Rights Reserved to Developer. In spite of anything to the contrary in this Master Deed or the Certificate of Incorporation or By-Laws of the Condominium Association, the Developer hereby reserves the following rights for itself, its successors and any assigns:

- A. the right, for so long as it owns one or more Units in the Condominium, to sell, lease, mortgage or sublease any unsold Units within the Condominium; provided, however with regard to Affordable Apartment Units, this reserved right shall be subject to the terms, conditions, covenants, restrictions, etc. of any applicable Affordable Housing Declaration, any applicable affordable housing ordinance of the Township of Berkeley Heights and any other applicable affordable housing law;

14.03. Transfer of Special Developer Rights. No special rights created or reserved to the Developer under this Master Deed (from now on called "Special Developer Rights") may be transferred except by an instrument evidencing the transfer recorded in the Union County Register's Office. The instrument shall not be effective unless executed by the transferee.

14.04. Liability of Transferor. Upon transfer of any 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 it. 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 Special Developer Right, or if a successor to any such Special Developer Right is an Affiliate of the Developer, the transferor is subject to liability for all obligations and liabilities imposed on a Developer by law or by this 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 that retains no 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 which is not an affiliate of the transferor.

14.05. Transfer of Rights Requested. 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 any bankruptcy or receivership proceedings of any Units or interests in the Condominium owned or held by Developer, a person or entity acquiring title to all the Units being foreclosed or sold, as applicable, but only upon its request, succeeds to all 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.

14.06. Foreclosure, Bankruptcy, Receivership. Upon foreclosure, sale by a trustee under a deed of trust, or sale under any bankruptcy or receivership proceedings, of all Units in the Condominium owned by Developer:

- A. the Developer ceases to have any Special Developer Rights, and

- B. the period of Developer control terminates, unless the judgment or instrument conveying title provides to the contrary.

14.07. Liability of Successors. The liabilities and obligations of persons or entities who succeed to all Special Developer Rights as follows:

- A. A successor to all Special Developer Rights which is an Affiliate of the Developer is subject to all obligations and liabilities imposed on a Developer by law or by this Master Deed.
- B. A successor to all Special Developer Rights, other than a successor described in Section 14.07 C. or D. hereof which is not an Affiliate of the Developer, is subject to all obligations and liabilities imposed upon the Developer by law or this Master Deed but 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 obligations by any previous Developer.
- C. If it is not an Affiliate of Developer, a successor to only Special Developer Rights to maintain models, sales offices and signs may not exercise any other Special Developer Right, but is not subject to any liability or obligation as a Developer.
- D. A successor to all Special Developer Rights which is not an Affiliate of Developer and which succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to Units under Section 14.06 hereof may declare its 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 Units owned by the successor or until recording an instrument permitting exercise of all those rights, that successor may not exercise any Special Developer Rights other than the right to control the Board of Directors for the duration of any period of Developer control, and any attempted exercise of those rights is void. So long as a such successor Developer may not exercise Special Developer Rights under this

Subsection 14.07 D., it is not subject to any liability or obligation as a Developer other than liability for its own acts and omissions under this Master Deed.

14.08. Ineffectiveness. Nothing in this Article XIV 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 this Master Deed.

ARTICLE XV

GENERAL PROVISIONS

15.01. Duration. The provisions of this Master Deed shall be perpetual in duration, shall run with title to and bind all of the land included in the Condominium and shall inure to the benefit of and be enforceable by the Condominium Association and the Unit Owners, their respective successors, assigns, heirs, executors, administrators and personal representatives, except that the covenants and restrictions set forth in Section 10.01 shall have an initial term of forty (40) years from the date this Master Deed is recorded in the Union County Register's Office at the end of which period such covenants and restrictions shall automatically be extended for successive periods of ten (10) years each, unless Unit Owners owning at least two-thirds (2/3) in interest of the Common Elements of the Condominium 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 Unit 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 three (3) years after the recording of the 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 Township of Berkeley Heights (or such municipal corporation or other governmental entity as may then have zoning and subdivision jurisdiction over the Condominium).

15.02. Amendment of Master Deed. Except for those provisions herein that expressly provide otherwise, this Master Deed may be amended at any time after the

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date hereof by a vote of those Unit Owners in good standing owning at least sixty-seven percent (67%) of the interest in the Common Elements of the Condominium, at any meeting of the Condominium Association duly held in accordance with the provisions of the By-Laws; provided, however, that any amendment to this Master Deed affecting an interest of the Township of Berkeley Heights in the Condominium shall require the approval of the Township. No amendment shall be effective until recorded in the Union County Register's Office. This Subsection is by way of supplement to and not in derogation of the powers of amendment reserved to the Developer pursuant to Articles IX and XIV 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 by agreement shall be effective when recorded in the Union County Register's Office. In spite of the foregoing, any amendment so requiring it under the provisions of Article XIII hereof, shall also have the prior written approval of fifty-one (51%) percent of the Notice Mortgagees.

15.03. Termination. In spite of anything to the contrary herein, an amendment, deed of revocation or other document shall be effective to terminate the condominium form of ownership hereby established only upon the written approval of non-Developer Unit Owners owning at least eighty percent (80%) in interest of the Common Elements of the Condominium and the written approval of the Developer, for so long as it holds one (1) Unit for sale in the ordinary course of business.

15.04. Enforcement. Enforcement of this Master Deed shall be by any appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction over 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 or any covenant herein contained. Failure by the Condominium 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.

15.05. Maintenance by Municipality. In the event the Condominium is not maintained in reasonable order and condition, the Township of Berkeley Heights shall have the right, but not the obligation, to enter upon and maintain it. The assumption of such maintenance responsibility shall be in accordance with the

procedure set forth in N.J.S.A. 40:55D-43(b). The cost of same shall be assessed, enforced and collected in accordance with the provisions of N.J.S.A. 40:55D-43(c). In spite of any limitations as to the applicability of N.J.S.A. 40:55D-43(b) and (c) to the maintenance of "open space," provisions of this Section shall be deemed to apply to all maintenance 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, shall become a lien and tax on each such Unit and shall be enforceable by the Township of Berkeley Heights the manner provided by law with respect to real estate taxes assessed directly against each such Unit. The Township of Berkeley Heights shall have no obligation to proceed as set forth herein and the Condominium Association will hold the Township of Berkeley Heights harmless for any liability arising from the Township of Berkeley Heights' actions or failure to act with respect to the maintenance of the Common Elements. All of the above provisions are subject and subordinate to the provisions of N.J.S.A. 40:55D-43 and any amendments and/or supplements thereto.

This Section 15.05 is expressly understood to be applicable to but not limited to the detention basin located within the Condominium and for which the Association is responsible.

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

15.07. Waiver. 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.

15.08. Gender and Number. 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.

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15.09. Rule Against Perpetuities. If any provision of this Master Deed, the Certificate of Incorporation, By-Laws or Rules and Regulations of the Condominium Association shall be interpreted to constitute a violation of the rule against perpetuities, 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.

15.10. Conflict. In the event any provision of this Master Deed is in conflict with any mandatory provision of any applicable federal, State, County or municipal statute, regulation, resolution, ordinance or other judicial, legislative or executive "law", the terms of such statute, regulation, ordinance or other law shall govern. In the event any provision of this Master Deed is in conflict with any provision of the Certificate of Incorporation, the By-Laws or the Rules and Regulations of the Condominium Association, the provision of the Master Deed shall govern. With regard to the Affordable Apartment Units, in the event any provision of this Master Deed conflicts with any applicable Affordable Housing Declaration, an applicable affordable housing ordinance of the Township of Berkeley Heights or any other applicable affordable housing law, the latter shall govern.

15.11. Notice - Unit Owners and Members. Unless express provision to the contrary is made in this Master Deed, the Certificate of Incorporation, By-Laws or Rules and Regulations of the Condominium Association, any notice permitted or required to be given to or served upon any Unit Owner or Member under the provisions of this Master Deed, the Certificate of Incorporation, By-Laws or Rules and Regulations of the Condominium Association shall be deemed to have been properly given or served when same is mailed via the United States Postal Service, with sufficient prepaid first class postage affixed thereto, addressed to the Unit Owner or Member at his last known mailing address as reflected in the records of the Condominium Association at the time of such mailing. Notice to one of two or more co-owners of a Unit shall constitute notice to all co-owners thereof. It shall be the obligation of every Unit Owner and Member to immediately notify the Condominium Association in writing of any change of address for purposes of notices to which it is entitled pursuant to the terms of this Master Deed, the Certificate of Incorporation, By-Laws or Rules and Regulations of the Condominium Association. Such notification of a change of address to the Condominium Association shall be given to

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the Condominium Association in writing in the manner provided for notices to the Condominium Association in Section 15.12 of this Master Deed. Until such time as a Unit Owner gives contrary notice to the Condominium Association in the manner herein provided, the Condominium Association shall be entitled to conclusively presume that the address of a Unit is the record address of the Owner of the Unit.

Valid notices may also be given to Unit Owners and Members by: (i) personal delivery to any occupant of the Unit of the Owner or Member over fourteen (14) years of age or (ii) affixing said notice or sliding same under the front entrance door of the Unit.

15.12. Notice-Condominium Association. Unless express provision to the contrary is made in this Master Deed, the Certificate of Incorporation, By-Laws or Rules and Regulations of the Condominium Association, any notice permitted or required to be given to or served upon the Condominium Association under the provisions of this Master Deed, the Certificate of Incorporation, By-Laws or Rules and Regulations of the Condominium Association shall be deemed to have been properly given to or served upon the Condominium Association when same is mailed via the United States Postal Service by certified mail, with return receipt requested and sufficient prepaid postage affixed thereto, addressed to the current corporate Registered Agent of the Condominium Association as reflected in the official records of the New Jersey Secretary of State as of the date such notice is mailed.

15.13. Requests for Consent, Approval or Permission. To the extent that this Master Deed, the Certificate of Incorporation, By-Laws or Rules and Regulations of the Condominium Association provides that certain actions not be taken without the consent, approval or permission of the Condominium Association or its Board of Directors, any request for such consent, approval or permission shall be submitted in the manner provided for notices pursuant to Subsection 15.12 herein unless the Board of Directors by its Rules and Regulations establishes a different manner.

ARTICLE XVI

CONDOMINIUM RULES AND REGULATIONS

16.01. Authority. The Board of Directors shall be and hereby is empowered to promulgate, adopt, amend and enforce such Condominium Association Rules and Regulations as it, in its sole and absolute discretion, deems necessary and proper to effectuate the provisions of this Master Deed, including, by way of

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description but not by way of limitation, those deemed necessary and proper to ensure that Unit Owners perform in accordance with those covenants and restrictions imposed upon them and discharge and perform those obligations and duties for which they are responsible.

16.02. Publication. No Condominium Association Rule or Regulation promulgated and adopted by the Board of Directors subsequent to a Unit Owner's acquisition of title to a Unit shall be deemed to be effective as to a particular Unit Owner until written notice of same has been given to the Unit Owner pursuant to Section 15.11 of this Master Deed. Once such notice is given, the Condominium Association shall have no further obligation to publish adopted Condominium Association Rules and Regulations other than to maintain a current compilation of same available for inspection during regular business hours at the Condominium Association's principal office. There shall be a rebuttable presumption that a purchaser acquiring title to a Unit has actual notice of all Condominium Association Rules and Regulations adopted as of the date title is acquired. To rebut this presumption of actual notice, a Unit Owner must be able to establish by clear and convincing legally competent evidence in any enforcement proceeding that a copy of the Rule or Regulation that the Condominium Association is seeking to enforce was not being maintained and available for inspection as aforesaid by not later than the date on which the Unit Owner acquired title to the Unit.

16.03. Enforcement. Enforcement of the Condominium's Association's Rules and Regulations shall be as provided in Section 15.04 of this Master Deed and the Condominium Association's By-Laws.

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-66-


IN WITNESS WHEREOF, the Developer has caused this Master Deed to be executed the day and year first above written by the Developer's duly authorized Managing Member.

WITNESS:


Douglas M. D'Alessandro, Esq.

THE BERKELEY GROUP, L.L.C.
a New Jersey Limited Liability Company
Developer

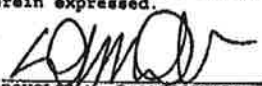
By:


Theodore P. Rica, Jr., Managing Member

STATE OF NEW JERSEY, COUNTY OF SOMERSET

SS.:

I CERTIFY that on November 3, 1997, Theodore P. Rica, Jr., the Managing Member of The Berkeley Group, L.L.C., a New Jersey Limited Liability Company, personally came before me and acknowledged under oath, to my satisfaction, that he is the person named in and acknowledged under oath, to my satisfaction, that he is the person named and who executed the within Master Deed, and thereupon acknowledged that he personally signed, sealed and delivered this Master Deed as his act and deed for the uses and purposes therein expressed.


DOUGLAS M. D'ALESSANDRO
Attorney at Law of New Jersey

084590-0226

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

084590-0227

The land referred to in this Commitment is described as follows:

ALL that certain tract, lot and parcel of land lying and being in the Township of Berkeley Heights, County of Union and State of New Jersey, being more particularly described as follows:

Being known and designated as Lots 1-1, 1-2, 1-3 and 1-4 in Block 114 on a certain map entitled, "Final Map Summit Park", Township of Berkeley Heights, Union County, N.J., prepared by Aurnhammer Associates, Inc., Civil Engineers and Land Surveyors, Summit, New Jersey, dated September 19, 1973, revised December 12, 1973 and filed in the Union County Register's Office on March 18, 1974 as Map No. 690-C.

Being further described as follows:

Beginning at an iron pipe found on the northerly sideline of Cottage Street said point being on the outside line of the whole tract herein described; said point also being the southwesterly corner of lot 7.03 in block 114 on the tax map of the Township of Berkeley Heights and from thence running

- 1) Leaving the said sideline of Cottage Street, North 38 degrees 45 minutes 00 seconds East 111.09 feet to lands now or formerly of the Erie-Lackawanna Railroad; thence
- 2) Along said lands, South 76 degrees 08 minutes 53 seconds East 20.01 feet to a point; thence
- 3) Still along said lands, South 75 degrees 36 minutes 40 seconds East 383.18 feet to a point; thence
- 4) South 03 degrees 11 minutes 50 seconds West 257.09 feet to a point; thence
- 5) South 01 degrees 02 minutes 30 seconds West 272.28 feet to a point on the southerly terminus of the cul-de-sac of Cottage Street; thence
- 6) Along Cottage Street on a curve to the left having a radius of 60.00 feet an arc length of 264.01 feet to a point of reverse curvature on the northerly sideline of Cottage Street; thence
- 7) Along same on a curve to the right having a radius of 25.00 feet an arc length of 38.29 feet to a point of compound curvature; thence
- 8) Still along same on a curve to the right having a radius of 125.00 feet an arc distance of 236.07 feet to the point and place of beginning.

Being further described in accordance with a survey prepared by Ferriero Engineering, Inc., dated January 14, 1997, as follows:

Beginning at a point on the southerly terminus of the cul-de-sac on Cottage Street, said point being the southwesterly corner of lot 7 in Block 114 on the tax map of the Township of Berkeley Heights, and from thence running;

- 1) Along Cottage Street on a curve to the left having a radius of 60.00 feet an arc length of 264.01 feet to a point of reverse curvature on the northerly sideline of Cottage Street; thence
- 2) Along same on a curve to the right having a radius of 25.00 feet an arc length of 38.29 feet to a point of compound curvature; thence

continued

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- 3) Still along same on a curve to the right having a radius of 125.00 feet an arc distance of 236.08 feet; thence
- 4) Leaving the said sideline of Cottage Street, North 18 degrees 45 minutes 00 seconds East 111.09 feet to lands now or formerly of the Erie-Lackawanna Railroad; thence
- 5) Along said lands, South 76 degrees 08 minutes 53 seconds East 20.01 feet to a point; thence
- 6) Still along said lands, South 75 degrees 56 minutes 40 seconds East 183.18 feet to a point; thence
- 7) South 03 degrees 31 minutes 50 seconds West 257.09 feet to a point; thence
- 8) South 81 degrees 02 minutes 10 seconds West 272.28 feet to a point on the southerly terminus of the cul-de-sac of Cottage Street; thence

BEING known as Lot(s) 7, 7.01, 7.02 & 7.03 Block 1301 on the current tax maps of the Township of Berkeley Heights.

084590-0229

EXHIBIT B

SURVEY OF PROPERTY

084590-0230

084590-0231

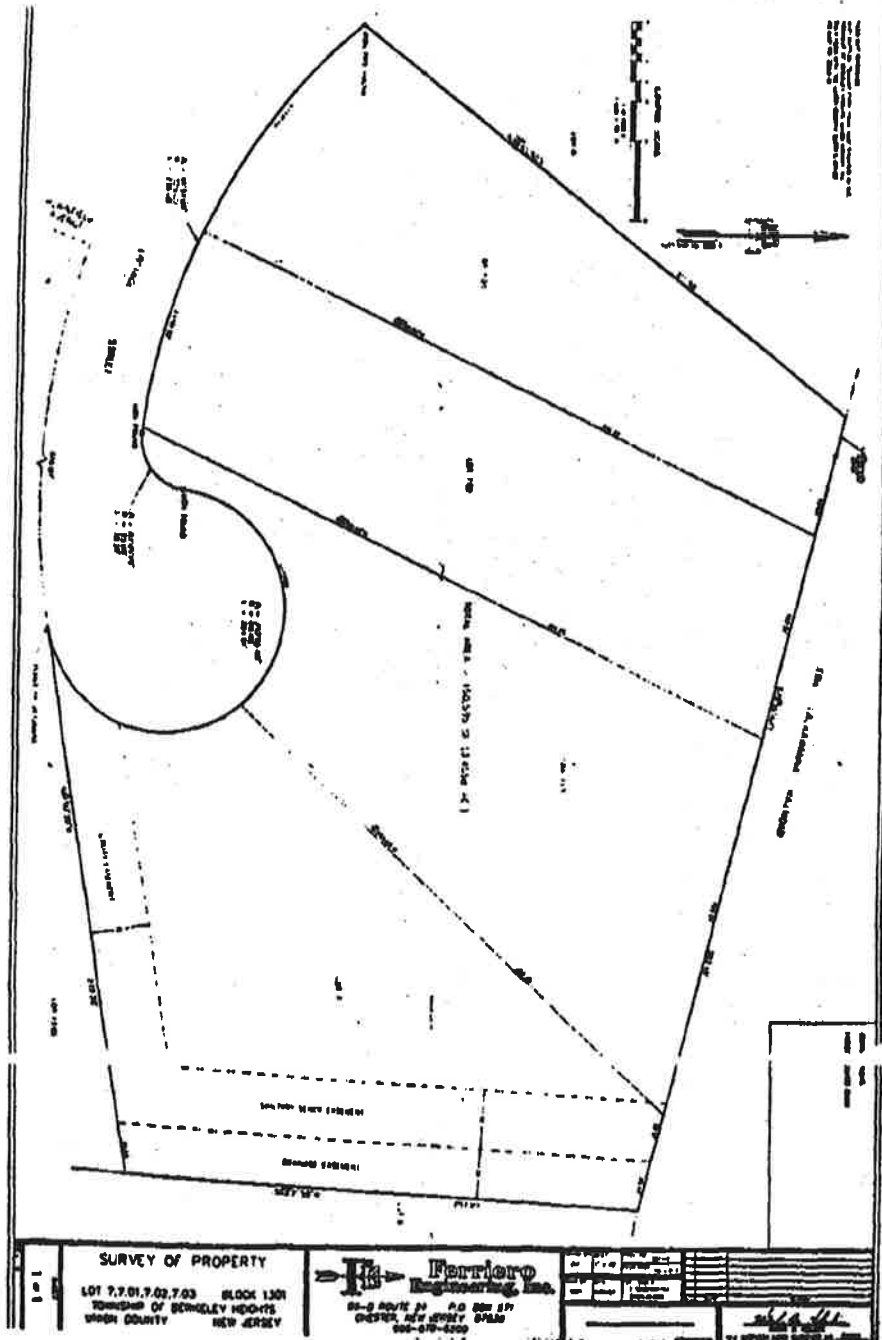
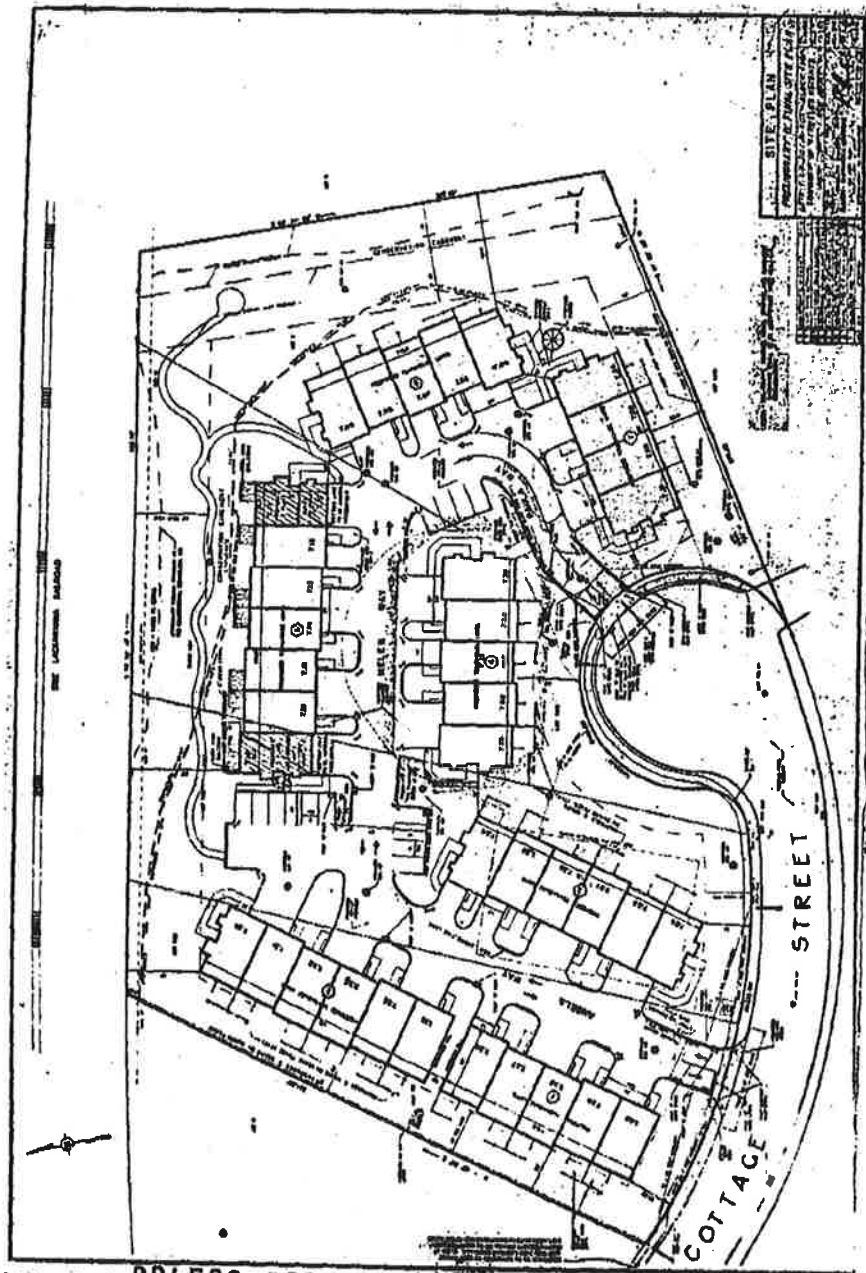


EXHIBIT C

PROPOSED FULL DEVELOPMENT PLAN

084590-0232



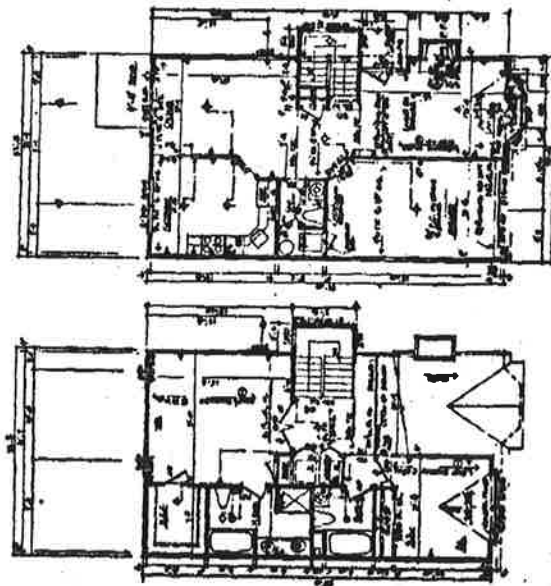
DB 4590-0233

EXHIBIT D

ARCHITECTURAL DRAWINGS AND FLOOR PLANS

084590-0234

084590-0235



SECTION PLANS
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

I CERTIFY THAT THIS GRAPHIC REPRESENTATION IS A
TRUE AND ACCURATE DEPICTION OF THE IMPROVEMENTS
WHICH ARE PROPOSED TO BE CONSTRUCTED

Peter W. Dertogh AIA, P.E.

Peter W. Dertogh

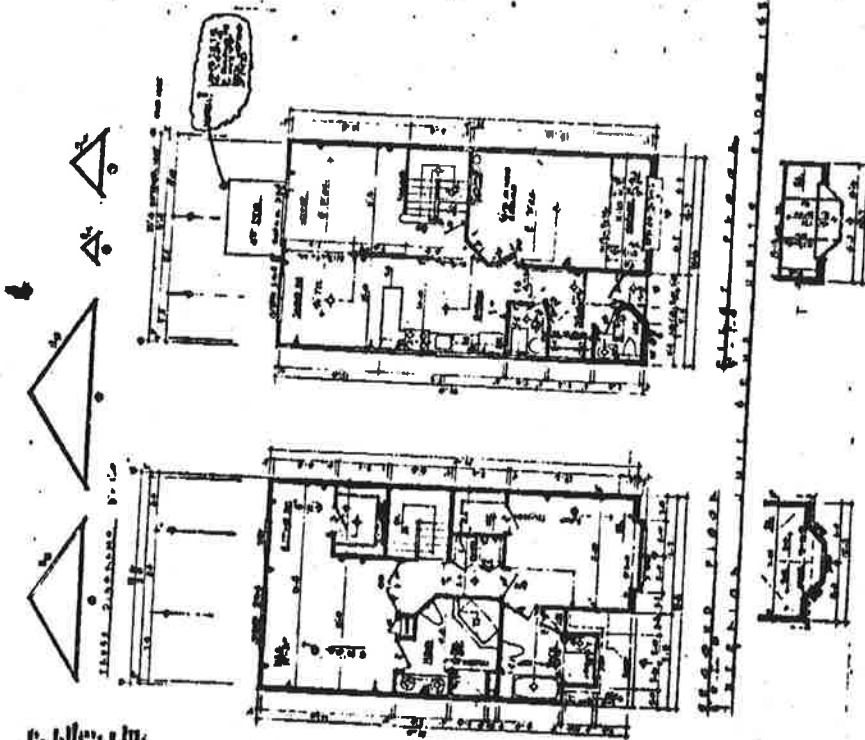
1/10/2003
1/10/2003

Architectural floor plan of the second floor of a building. The plan is oriented vertically with a north arrow pointing towards the top left. The layout includes a large central hall, several smaller rooms, and a staircase. The drawing is a technical sketch with lines indicating walls, doors, and furniture. The plan is labeled "SECOND FLOOR" at the bottom right.

I CERTIFY THAT THIS GRAPHIC REPRESENTATION IS A TRUE AND ACCURATE DEPICTION OF THE IMPROVEMENTS WHICH ARE PROPOSED TO BE CONSTRUCTED

Peter Wen Gentry AIA, P.E.

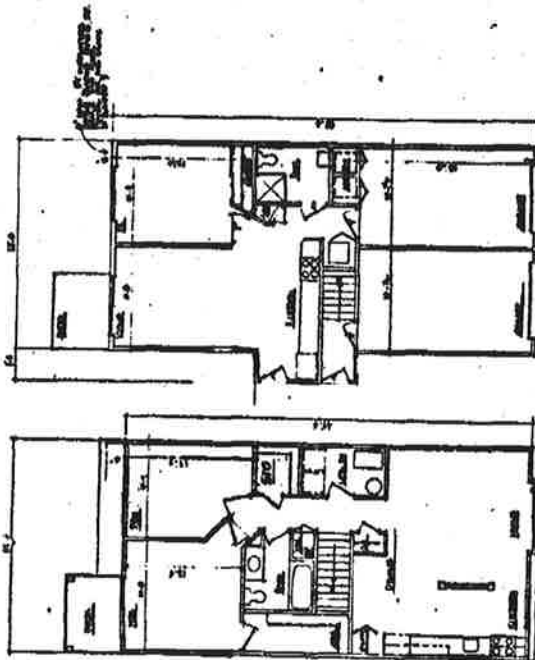
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I CERTIFY THAT THIS GRAPHIC REPRESENTATION IS A
TRUE AND ACCURATE DEPICTION OF THE IMPROVEMENTS
WHICH ARE PROPOSED TO BE CONSTRUCTED

Peter W. Barth, A.A., P.E.

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SECRET

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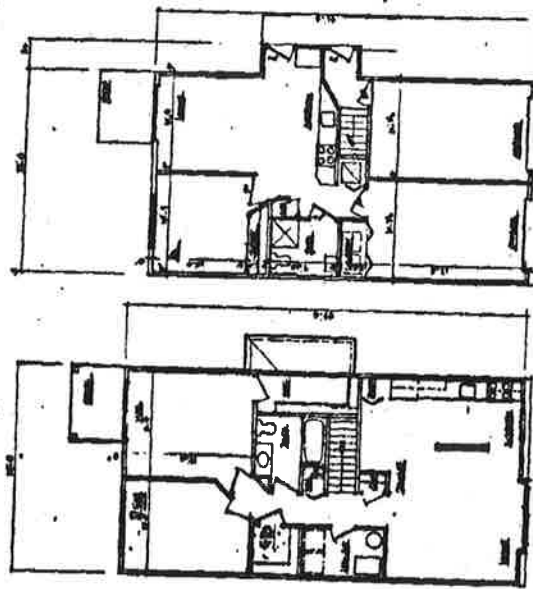
I CERTIFY THAT THIS GRAPHIC REPRESENTATION IS A TRUE AND ACCURATE DEPICTION OF THE IMPROVEMENTS WHICH ARE PROPOSED TO BE CONSTRUCTED

Peter-Wend Oettinger, PE.

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W. L. G. B. B.



SECOND FLOOR UNIT 1A
 11' 0" x 11' 0"

11' 0" x 11' 0"

SECOND FLOOR UNIT 1B
 11' 0" x 11' 0"

11' 0" x 11' 0"

I CERTIFY THAT THIS GRAPHIC REPRESENTATION IS A
 TRUE AND ACCURATE DEPICTION OF THE IMPROVEMENTS
 WHICH ARE PROPOSED TO BE CONSTRUCTED.

Peter W. Bentley AIA, PE

DATE: 1-14-81	BY: [Signature]
PROJECT: 11' 0" x 11' 0"	
SHEET: 1 OF 1	

Peter W. Bentley

084590-0239

EXHIBIT E

**CERTIFICATE OF INCORPORATION OF
BERKELEY VILLAGE CONDOMINIUM ASSOCIATION, INC.**

084590-0240

FILED

OCT 17 1997

CERTIFICATE OF INCORPORATION

FOR

LONNA E. HOOKS
Secretary of State

BERKELEY VILLAGE CONDOMINIUM ASSOCIATION, INC.

DATED: October 17, 1997

File and Return to:

Christine F. Li, Esq.
GREENBAUM, ROWE, SMITH, RAVIN, DAVIS & NISGEL
P.O. Box 1600
Metro Corporate Campus I
Woodbridge, New Jersey 07095

084590-0241

C100927907

The undersigned, who is of full age, in order to form a corporation pursuant to the provisions of the New Jersey Nonprofit Corporation Act, Title 15A of the New Jersey Statutes Annotated, does hereby certify:

ARTICLE I

The name of the corporation is "BERKELEY VILLAGE CONDOMINIUM ASSOCIATION, INC.," hereinafter called the "Association".

ARTICLE II

The principal office of the Association is located c/o The Berkeley Group, L.L.C., 255 Washington Street, Berkeley Heights, New Jersey 07922.

ARTICLE III

Theodore J. Rica, Jr., located at and with a mailing address of 255 Washington Street, Berkeley Heights, New Jersey 07922 is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE and Powers of the Association

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the maintenance, preservation and control of the Common Elements within that certain tract of property described in the Exhibits of a certain Master Deed entitled "Master Deed for Berkeley Village, A Condominium" recorded or intended to be recorded in the Office of the Clerk of Union County, as same may be amended and supplemented as therein provided and to promote the health, safety and welfare of the residents within the above described property and for these purposes:

- A. to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Master Deed and in the By-Laws of the Association, as they both may be amended and supplemented from time to time as therein provided,

084590-0242

said Master Deed and By-Laws being incorporated herein, as if set forth at length;

- B. to fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of said Master Deed and By-Laws of the Association; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- C. to acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- D. to borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and
- E. to have and to exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Corporation Law of the State of New Jersey by law may now or hereafter have or exercise.

ARTICLE V

Membership

Every person or entity who is a record owner of a fee interest in any Unit which is subject to the Master Deed and qualifies in accordance with the By-Laws shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership of any such Unit shall be the sole qualification for membership. Upon termination of the interest of the Unit Owner, his membership shall automatically terminate and shall be transferred and shall inure to the new Unit Owner succeeding him in interest.

ARTICLE VI

Board of Directors

The affairs of this Association shall be managed by a Board of Directors. The initial Board of Directors shall be composed of three (3) persons who need not be members of the Association. The number of Directors may be changed pursuant to the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

Theodore H. Rice, Jr.	255 Washington Street Berkeley Heights, New Jersey 07922
Jeffrey W. Maccarelli	255 Washington Street Berkeley Heights, New Jersey 07922
Frank Vicendese	255 Washington Street Berkeley Heights, New Jersey 07922

The method of electing Directors shall be set forth in the By-Laws of the Association.

ARTICLE VII

Distribution of Assets

Upon dissolution, the assets of the Association shall be distributed in accordance with each Unit's appurtenant proportionate interest in the Common Elements of the Condominium.

ARTICLE VIII

Duration

The Association shall exist perpetually.

ARTICLE IX

Amendments

Amendment of this Certificate shall require the assent of seventy-five (75%) percent of the members of the Association.

IN WITNESS WHEREOF, for the purpose of forming this nonprofit corporation under the laws of the State of New Jersey, the undersigned, the incorporator of this Association, has executed this Certificate of Incorporation this 17th day of October, 1997.

Christine F. Li

Christine F. Li
99 Wood Avenue South
Iselin, New Jersey 08830

STATE OF NEW JERSEY: ss.
COUNTY OF MIDDLESEX:

BE IT REMEMBERED, that on this 17th day of October, 1997 before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Christine F. Li, who, I am satisfied is the person named in and who executed the within Instrument, and thereupon acknowledged that she signed, sealed and delivered the same as her act and deed, for the uses and purposes therein expressed.

Barbara Petolino

BARBARA PETOLINO
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 8/30/2003

084590-0245

EXHIBIT F

**BY-LAWS OF
BERKELEY VILLAGE CONDOMINIUM ASSOCIATION, INC.**

084590-0246