MORRIS COUNTY, NEW JERSEY JOAN BRAMHALL, COUNTY CLERK AMND-OR BOOK 22238 PG 0973 RECORDED 01/25/2013 15:28:47 FILE NUMBER 2013007786 RCPT 4: 826147; RECD BY: ann RECORDING FEES 80.00 MARGINAL NOTATION CO 0.00 ST 0.00

Prepared by, record and return to:

Brian H. Harvey, Esq. Giordano, Halleran & Ciesla, P.C. 125 Half Mile Road, Suite 300 Red Bank, NJ 07701

FIRST AMENDMENT TO MASTER DEED

MORRISTOWN SQUARE, A CONDOMINIUM

THIS FIRST AMENDMENT MASTER DEED ("First Amendment") is made this 24th day of <u>January</u> 20<u>13</u> Pulte Homes of NJ, Limited Partnership, having an address of 222 Mt. Airy Road, Suite 210, Basking Ridge, NJ 07920-2335 (hereinafter "Grantor", "Developer" or "Sponsor").

WHEREAS, Grantor has recorded a certain Master Deed for the condominium known as Morristown Square, a Condominium in the Office of the Morris County Clerk on January 9, 2013 in Book OR-22224, Page 1591 which Master Deed establishes Morristown Square, a Condominium (the "Condominium");

WHEREAS, Articles 1.3, 1.4 and 14.1(g) of the Master Deed permit Grantor to amend and supplement the Master Deed to incorporate additional Units and associated Common Elements and Limited Common Elements within the Condominium;

WHEREAS, Grantor now desires to add an additional five (5) Units within the Condominium; and

WHEREAS, by executing and recording this First Amendment, Grantor is now exercising its reserved right to establish and incorporate said additional five (5) Units as part of the Condominium.

NOW, THEREFORE, Grantor hereby files this First Amendment to Master Deed for the purpose of amending and supplementing the Master Deed as follows:

1. Grantor does hereby establish and incorporate five (5) additional Units within Building 1 for a total of fourteen (14) Units in Building 1, 2 and 3, together with associated Common Elements and Limited Common Elements as shown on Attachment 1 hereto. Grantor declares that such Units and associated Common Elements and Limited Common Elements are and shall be held, transferred, sold, leased, conveyed, occupied and used subject to the covenants, restrictions, conditions, easements, charges, liens and provisions set forth in the Master Deed, By-laws and any other constituent documents as now or hereinafter amended and all of which are incorporated herein by reference as though fully set forth herein.



2. <u>Article 3, General Description of the Condominium</u>. Section 3.1 shall be deleted and replaced with the following:

3.1 The Condominium is intended to consist of approximately 1.533 acres of land (the "Property"). The Condominium will initially consist of fourteen (14) Units located in three (3) Buildings of varying sizes and types subject to the Condominium form of ownership and Common Elements as shown on Exhibits B and C attached hereto and made a part hereof, including all rights, privileges, roads, waters and appurtenances thereto belonging to or appertaining. Developer reserves the right to alter the number of Units (including the right to add Units) and their model types in its discretion by way of amendments to the Master Deed.

3. <u>Article 18, Exhibits</u>. Exhibit B (Condominium Plan, 9 Units) shall be deleted and replaced with Attachment 1 hereto; Exhibit D (Chart of Percentage Interest in Common Elements (Initial 9 Units) shall be deleted and replaced with Attachment 2 hereto

IN WITNESS WHEREOF, Pulte Homes of NJ, Limited Partnership has caused this document to be duly signed this 24th day of January _____, 2018

By

and Schueftan.

WITNESS:

ullen. ssistant Secretary

STATE OF NEW JERSEY

COUNTY OF SOMERSET

PULTE HOMES OF N., BIMITED PARTNERSHIP By: Pulte Home Corporation of the Delaware Valley, its General Partner

(ce President

I CERTIFY that on January 24 , 2013, Adam Schueftan personally came before me, and acknowledged under oath, to my satisfaction, that (a) he is the Vice President of Pulte Home Corporation of the Delaware Valley, the general partner of Pulte Homes of NJ, Limited Partnership, the Limited Partnership named in this instrument; (b) he was authorized to execute this instrument on behalf of the Limited Partnership, and; (c) this instrument was signed and derivered by him as the voluntary act of the general partner and the Limited Partnership.

#117)943-v1

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THERESA E. MARREN NOTARY PUBLIC OF NEW JERSEY Commission Expires 1/27/2014

FIRST AMENDMENT TO MASTER DEED
MORRISTOWN SQUARE, A CONDOMINIUM
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ATTACHMENT 1

CONDOMINIUM PLAN (14 UNITS)

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FIRST AMENDMENT TO MASTER DEED

MORRISTOWN SQUARE, A CONDOMINIUM

ATTACHMENT 2

CHART OF PERCENTAGE INTEREST IN COMMON ELEMENTS (14 UNITS)

Chart of Percentage Interests in Common Elements

For Initial 14 Units

Building 1			22
Address/Unit No.	Block/Lot	<u>% Interest</u>	O.
7 Maple Avenue, #1	Block 6005, Lot 10.01	7.143%	RY
7 Maple Avenue, #2	Block 6005, Lot 10.02	7.143%	\bigcirc
7 Maple Avenue, #3	Block 6005, Lot 10.03	7.143%	\sim
7 Maple Avenue, #4	Block 6005, Lot 10.04	7.143%	57
7 Maple Avenue, #5	Block 6005, Lot 10.05	2143% N	4
Building 2		a la la	
Address/Unit No.	Block/Lot	% Interest	
7 Maple Avenue, #6	Block 6005, Lot 10.06	7:143%	
7 Maple Avenue, #7	Block 6005, Lot 10.07 _	7.143%	
7 Maple Avenue, #8	Block 6005, Lot 10.08	7.143%	
7 Maple Avenue, #9	Block 6005, Lor 10,09	7.143%	
7 Maple Avenue, #10	Block 6005, Lot 10-10	7.143%	
Building 3	6	11 9 2	
Address/Unit No.	Blockard	<u>% Interest</u>	
12 Macculloch Avenue, #5	Block 6005, Lot 10.15	7.143%	
12 Macculloch Avenue, #6	Block-6005, Lot 10.16	7.143%	
12 Macculloch Avenue, #7	Block 6005, Lot 10.17	7.143%	
12 Macculloch Avenue, #8	Block 6005, Lot 10.18	7.141% *	
° S V	TC	DTAL 100%	
Pursuant to the Condomnium Act	N I S A $46.8B_{-}9(a)$ the propert	ionate undivided interests	

* Pursuant to the Condomnium Act, N.J.S.A. 46:8B-9(g), the proportionate undivided interests in common elements and limited common elements appurtenant to each unit shall be stated as percentages aggregating 100%. This unit's proportionate undivided interest has been decreased by .002% solely for the purpose of complying with this requirement. The owner of this unit will own an equal share of undivided interest, will have the same rights as all other unit owners to the common elements and will pay the same monthly common expense assessment as the other unit owners.

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