

Complete

178221

ROCKWOOD CONDOMINIUM

THIS MASTER DEED, made this 28th day of January 1981, by Woodstone Corp., a New Jersey Corporation, having offices at 100 Woodstone Road, Rockaway, New Jersey, 07866, (hereinafter referred to as "SPONSOR").

WHEREAS, Sponsor is the owner of the fee simple title to those lands and premises described in Exhibit "A", entitled "Legal Description of Rockwood Condominium", attached hereto and made a part hereof, which lands and premises are hereinafter referred to as the "CONDOMINIUM";

WHEREAS, it is the present intention of the Sponsor to develop the Condominium as a condominium consisting of fifty-four (54) units pursuant to the provisions of N.J.S.A. 46:8B-1 to 30 (The Condominium Act) under the name of Rockwood Condominium and to that end to cause this Master Deed to be executed and recorded, together with all necessary Exhibits thereto.

THEREFORE, WITNESSETH:

1. Submission of Lands to the Condominium Act:

Sponsor does hereby submit, declare and establish Rockwood Condominium in accordance with N.J.S.A. 46:8B-1 to 30, for that parcel of land described in Exhibit "A" aforesaid, prepared by Couvrette Associates, Inc.

2. Location of Buildings, Units and Other Improvements:

The Condominium will consist of five (5) buildings containing fifty-four (54) units as shown on that certain plat entitled, "Rockwood at Rockaway, Location of Buildings, Units and Other Improvements", prepared by Couvrette Associates, Inc., Consulting Engineers, Surveyor and Professional Engineer, and attached hereto as Exhibit "B" and Exhibit "D", and made a part hereof,

COUNTY OF MORRIS
CONSIDERATION - None
REALTY TRANSFER TAX - \$1
DATE - JAN 29 1981
BY - F.D.N.

INSTRUMENT REC'D IN DEED 2579 587

SEE map # 3972

James Wysocki
\$69.00
126 126
for stamp

including all rights, roads, waters, privileges, and appurtenances thereto belonging or appertaining. Said buildings will each have a separate numerical designation and three buildings will enclose twelve (12) dwelling units, one will enclose ten (10) dwelling units and one will enclose eight (8) dwelling units, each such unit being designated by a letter prefix and a number suffix (for example A-1). Each building shall be designated by a roman numeral. An attached garage is also included as a part of 46 units; 4 units will each have one bay of a detached garage and one parking space, and 4 units will have 2 parking spaces. The detached garage will be designated as Building #VI and the bays as G-1 through G-4. The parking spaces shall be designated as P-1 through P-12. A storage unit shall be included with units D-1 through D-8; the storage units are designated as Storage #1 through 8. In Building I there is an UNFINISHED Storage Room, Corridor, and Laundry all of which may be used in common by the owners of Units D-1 through D-8. The unfinished storage room, corridor and laundry shall be maintained at the sole cost and expense of the owners of Units D-1 through D-8. The owners of units other than D-1 through D-8 shall have no rights to use the areas in Building Number 1.

3. Unit Floor Plans and Common Element Designation:

The dimensions, areas and model designations and locations of the units for the Condominium and appurtenant garages, garage bays and parking spaces, corridor, storage units, and laundry are shown graphically on Exhibit "B", and also on Exhibits "A-1" through "A-15"; "B-1" through "B-11"; "C-1" through "C-9"; "D-1" through "D-9"; and "G-1" through "G-2". The parking spaces shall be designated by P-1 through P-12. Said exhibits are hereby made a part hereof. Each unit, garage, garage bay, corridor, laundry and storage unit, is intended to contain all

space, excluding common elements, within the limits defined as follows:

BOTTOM: The bottom is a horizontal plane through the lowest point of the interior surface of the lowest subfloor and extending in every direction to the point where it closes with the interior finished and unpainted surfaces of the four (4) walls of the building.

TOP: The top is along and coincident with the underside surface of the upper interior surface of the unit or garage and extending in every direction to the point where it closes with the interior finished and unpainted surfaces of the four walls of the building.

SIDES: The sides are as graphically shown on Exhibits "A-2" through "A-15"; "B-2" through "B-11"; "C-2" through "C-9"; and "D-1" through "D-9", according to the type of unit described. They are vertical planes along and coincident with the interior finished and unpainted surfaces of the walls, and they extend upward and downward so as to close the area within the building bounded by the bottom and top of the unit and garage.

SIDES OF GARAGE BAYS: Garage Bays are located in Building #VI and are shown graphically on Exhibit "B" and Exhibits "G-1" through "G-2". There are no interior walls in Building #VI; the sides of the garage bays shall be as defined in "sides" in the paragraph immediately preceding this paragraph; except that the interior sides shall be an imaginary vertical plane from the bottom to the top and from the front side to the rear side.

SYSTEMS, FIXTURES, ETC.: Each unit also includes all fixtures, interior partitions, systems, and other improvements located within, or appurtenant to the unit described, which are exclusive to such unit, although all or part thereof may not be located within the unit, and shall include but not be limited to the following individual appurtenances:

(A) Complete heating system and any air conditioning system (including compressors) which may be installed.

(B) So much of the plumbing system as extends from the walls or floors into the interior air space.

(C) All utility meters not owned by the public utility or agency supplying service.

(D) All electrical wires which extend from the ceilings, walls, or floors, into the interior air space and all fixtures, switches, outlets and circuit breakers.

LIMITED COMMON ELEMENTS: Limited common elements shall be those patios, stairways, decks, porches, and balconies, the use of which is, as is shown on Exhibits "B", "A-2" through "A-15", "B-2" through "B-11", "C-2" through "C-9", "D-1" through "D-9", and "G-1" through "G-2", limited to one or more units within a building. The maintenance of said limited common elements shall, however, be borne by the Rockwood Condominium Owners' Association pursuant to the by-laws of said association attached hereto. All plumbing, electrical, heating and other systems serving more than one (1) unit within a building shall be deemed to be limited common elements for the benefit of those units so served and shall be maintained as limited common elements by the Association as aforesaid.

4. Common Elements: All appurtenances and facilities, supporting elements, exterior surfaces, roofs, gutters and leaders, and all other items and areas which are not part of the individual units or their limited common elements, as hereinabove described in paragraph 3, shall comprise the common elements as graphically shown on Exhibit "B" and Exhibits "A-1", "B-1", "C-1", "D-1", and "G-1" and attached hereto. The common elements shall also include by way of description, but not by way of limitation:

(a) All lands described in Exhibit "A" aforesaid, whether or not occupied by buildings containing the above described units;

(b) All streets, curbs, sidewalks, parking areas;

(c) Lawn areas, shrubbery, utility lines, water courses and drainage ways and facilities;

(d) The electrical and telephone wiring network throughout the Condominium not owned by the public utilities providing such service;

(e) Public connections for gas, electricity, light, telephone and water, not owned by the public utility or other agency providing such services;

(f) The foundations, supporting walls (including windows, doors, and chimneys therein), roofs, exterior surfaces and floors;

(g) Exterior lighting and other facilities necessary to the upkeep and safety of the buildings and grounds;

(h) Any easement or other right appurtenant to the lands described in Exhibit "A" attached hereto and any easement or other rights hereinafter granted for the benefit of the Condominium, the Association and its occupants;

(i) All recreational facilities and all other common elements included within the lands described in Exhibit "A"; and

(j) All other elements of the Condominium rationally of common use or necessary to the existence, upkeep and safety thereof;

(k) The premises described on Exhibit "C" and depicted on Exhibit "B" which premises are to be used for disposal of waste, water and sewerage until such time as Sponsor, its successors and assigns obtain an alternate means of disposal as referred to hereinafter. Upon such alternate means of disposal being obtained by Sponsor, its successors and assigns, and

additional units being constructed on said premises, then the space occupied by such additional units shall cease to be a common element.

5. Proportionate Undivided Interests in the Common Elements and Limited Common Elements; Voting Rights of Unit

Owners: The owner or owners of a 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 to each unit, an undivided interest in the common elements of the Condominium as said common elements are described above and in Exhibits "B" and "A-1" through "A-15", "B-1" through "B-11", "C-1" through "C-9", "D-1" through "D-9" and "G-1" through "G-2" attached hereto. The said appurtenant undivided interest in the common elements shall equal one fifty-fourth (1/54th) of said common elements. The sum total of the undivided interests in the common elements shall equal 100% of those common elements. Each undivided interest in the common elements shall not be divisible from the unit to which it appertains. Said proportion shall be used to allocate the division of proceeds, if any, resulting from any casualty loss, any eminent domain proceeding, any common surplus, or from any other disposition of the condominium property.

Upon the construction of fifty-four (54) units, the voting rights of unit owners and their proportionate share of or liability for common expenses shall equal their undivided interest in the common elements.

However, in accordance with N.J.S.A. 48:8B-12.1 if some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Sponsor in the ordinary course of business (taking into consideration the sewer ban hereinafter mentioned), the unit owners other than the Sponsor shall be entitled to elect all of the members of the Board of Trustees of Rockwood Condominium Association. In the event of a dispute as to whether the Sponsor is constructing and

offering for sale in the ordinary course of business, the sole and exclusive course of action of the unit owners, Association and Sponsor, shall be to submit said dispute to Arbitration to the Department of Community Affairs of the State of New Jersey. In the event said Department does not desire to act as arbitrator then the dispute shall be submitted to the American Arbitration Association in accordance with their rules and regulations. The determination of the arbitrator shall be final and binding upon all parties; and any such decision shall not be subject to judicial review.

Until such time that:

1. The sewer ban imposed in the case of State of New Jersey et als vs. City of Jersey City et als, defendants, Superior Court of New Jersey, Chancery Division, Morris County, Docket No. C-3447-67 is lifted; and

2. Building permits are issued for more than 22 units, each unit owner shall pay 1/30th of all common expenses.

Upon the Sponsor obtaining additional building permits for additional units and the Sponsor beginning constructing of such units, the proportionate share of liabilities for common expenses of each unit owner shall be computed in accordance with the following formula:

(a) One (1) divided by (b) the number of units under construction by Sponsor plus thirty.

(A) There is reserved unto the Sponsor, its successors and assigns the right to construct and convey units on the premises described on Exhibit "C" as generally depicted on Exhibit "D". Upon the Sponsor, its successors and/or assigns, or any other entity (including the Association) providing an alternate means for disposal of waste, water and sewerage; the premises described on Exhibit "C" and depicted upon Exhibit "D" may be used by Sponsor, its successors and assigns for the construction

of twelve (12) units as generally depicted on Exhibit "D". At the time that an alternate means for the disposal of waste, water and sewerage is provided, the use of said premises described on Exhibit "C" and depicted on Exhibit "D" for such purposes shall cease. The Sponsor reserves the right to unilaterally provide the means for disposal of waste, water and sewerage by any lawful means; at which time the Sponsor, its successors and assigns shall have the unilateral right to remove any improvements in, on or below or in anywise appurtenant to the premises described in Exhibit "C" and depicted upon Exhibit "D" and to construct units upon said premises generally conforming to the plan depicted upon Exhibit "D". In the event that there is any connection fee, tax, imposition, or cost assessed by any utility; municipal agency; or any other entity, for the use of an alternate means of disposal of waste, water and sewerage, said connection fee, tax, imposition, or cost shall be paid by the owner of the unit affected by such tax, imposition or cost. Any such charges shall be paid by the unit owner upon demand by the Sponsor, its successors and/or assigns. The purchasers, their heirs, successors, assigns and grantees, of any unit are specifically advised that said charges shall be paid by them and shall upon the purchase of any unit irrevocably appoint the Sponsor, its successors, and/or assigns as their agent in their names, place and stead to make any applications, submissions, requests, and perform any other lawful act to provide an alternate means for the disposal of waste, water and sewerage. The purchasers of any unit, their heirs, successors and assigns do further agree to fully cooperate with the Sponsor, its successors and/or assigns in obtaining said alternate means for disposal of waste, water and sewerage and shall execute any lawful documents reasonably required by the Sponsor, its successors and assigns to accomplish

that end. The obligation imposed herein shall run with the land (the specific unit) until such time that the units depicted on Exhibit "D" are fully constructed. In the event that the purchaser(s) of any unit shall fail to fully cooperate with the Sponsor, its successors and assigns to accomplish the purposes of this paragraph 5(A) so as to permit the Sponsor, its successors and assigns to provide said alternate means of disposal of waste, water and sewerage; said purchaser, his heirs, successors and/or assigns shall be liable for (1) any loss in profit, cost, expense, tax, fee or other charges incurred by any delay, forstalling or prohibiting the construction and/or sale of units as depicted on Exhibit "D" (2) the reasonable attorney's fees and costs of Court and fees of any witnesses (including experts) of the Sponsor, its successors and assigns incurred to enforce compliance by the grantee, his heirs, successors and/or assigns. Any of the aforesaid losses, costs, expenses, taxes, fees, attorney's fees, costs of Court, expert fees, shall be liens against the unit of any purchaser, his heirs, successors, assigns and/or grantees.

In the event that the sewer ban is lifted prior to the Sponsor entering into a contract for the sale of a particular unit, the Sponsor shall pay for such connection fee, tax, imposition, or cost.

6. Easements and Facts Shown on Survey:

(A) The lands submitted to the Condominium Act described in Exhibit "A" attached hereto are subject to the following:

(1) Subject to a certain easement 15 feet in width, as set forth in Deed Book 2189 at page 212 recorded in the Morris County Clerk's Office, for a water main granted to the Borough of Rockaway; right of New Jersey Bell Telephone Company and Jersey Central Power & Light Company to install underground telephone utilities along Rockwood Drive for a width of 15 feet on Rockwood Drive and private property of the Sponsor, as set forth in Deed Book 2313 at page 966 recorded in the Morris County Clerk's Office; rights granted to New Jersey Bell Telephone Company and Jersey Central Power & Light Company for utility locations along Rockwood Drive and along the northerly sideline of said roadway a 15-foot right-of-way area as set forth in Deed Book 2536 at page 1052 recorded in the Morris County Clerk's Office; and right-of-way granted to New Jersey Bell Telephone Company and Jersey Central Power & Light Company for right-of-way 8 feet wide to buildings to be located upon said premises as recorded in Deed Book 2545 at page 896 recorded in the Morris County Clerk's Office.

(2) Rights of public and others to that portion of lands of the Condominium lying within any public right of way.

(3) Rights of abutting owners and others in and to streams and drainage ways traversing the premises in question.

(B) Easements reserved to the Sponsor for its own benefit and for the benefit of others:

(1) Sponsor hereby reserves unto itself, its successors and assigns, an easement, in, upon, through, and over the common elements for as long as the said Sponsor, its successors and assigns, shall be engaged in the construction, development, and sales of units, which easement shall be for the purpose of construction, installation, maintenance and repair of existing buildings and appurtenances thereto, for ingress and egress to all units, all common elements, and other community facilities, and

for the use of all roadways, parking lots, existing and future model units for sales promotion and exhibition. In addition, Sponsor hereby reserves the irrevocable right to enter into, upon, over, or under any unit during reasonable hours with prior notice except in the case of emergencies, after the date of delivery of the unit deed for such purpose as may be reasonably necessary for the Sponsor or its agents to complete the Condominium or service any unit thereof or any common element. The reservation of such right shall not, however, impose any duty on the Sponsor to make such repairs.

(2) Sponsor reserves unto itself, its successors and assigns, and agents, an easement in, upon, through and over the lands comprising the common elements for the purpose of installation, maintenance, repair and replacement of all sewer, water, power, telephone, television, pipes, lines, mains, conduits, waters, poles, transformers, and any and all of other equipment or machinery necessary or incidental to the proper functioning of any utility systems serving the Condominium.

(3) Sponsor does further reserve a 60' wide easement as shown on Exhibit "B" and described on Exhibit "H" designated as "Proposed 60' Wide Easement" which Sponsor may convey at any time to abutting property owners for any lawful purpose; including but not limited to the construction and use thereof as a road, driveway and installation and maintenance of utilities.

(4) Sponsor, for itself, its successors and assigns, hereby declares that the Borough of Rockaway, Morris County, New Jersey, (and any other Municipal or State Agencies or Public Authorities having responsibility for, or jurisdiction over, sewer and water facilities) (but not the public in general) shall have a perpetual non-exclusive easement to enter upon all roadways, drainage facilities, driveways, walkways, and sidewalks and sewer and water utility easement areas for the purpose of maintaining the sewer and water service mains in and about

and leading to the premises described in Exhibit "A" annexed hereto.

(5) Sponsor, for itself, its successors and assigns does hereby reserve the right to create new easements over common elements for the benefit of other lands presently owned by or to be acquired by the Sponsor, and/or for the benefit of the lands described in Exhibit "A" annexed hereto to provide electrical services, telephone, potable water supply, sanitary sewage disposal services, surface drainage facilities and ways, fire protection alarm services, and television and radio cable and antennae services, over common elements.

(C) Easements created by the Sponsor in favor of unit owners, their mortgagees and Association:

(1) Sponsor, for itself, its successors and assigns hereby declares that:

(a) Each unit owner shall have the right and easement of ingress, egress and regress over and across the passageways and walkways as same may exist from time to time within the common elements, subject, nevertheless, to the regulations as to the reasonable use of the common elements as determined by the Association.

(b) Each unit owner shall have the right to use and enjoy the common elements in common with all other unit owners in accordance with the reasonable purposes for which they were intended, provided that such use and enjoyment does not encroach upon the lawful rights of the other unit owners. The members of a unit owner's family residing within the unit, his tenants and their respective guests and invitees shall have such right of use and enjoyment of the common elements as shall be determined by the Association.

(c) The Association shall have a right and easement over, across and through the common elements and each unit for maintenance, repair and replacement of the common elements. Use of this easement, however, for access to the units

shall be limited to reasonable hours, with prior notice, except that access may be had at any time in case of emergency.

(d) Every portion of a unit and the common elements which contribute to the structural support of any of the common elements or any other unit shall be burdened with an easement of structural support for the benefit of such common elements or other units.

(e) An easement for the benefit of the Association, any governmental agency, or utility company furnishing one of the following services shall exist throughout the condominium property for the purpose of installation, maintenance, repair and replacement of all sewer, gas, water, power and telephone pipes, lines, mains, conduits, wires, poles, transformers, master television antennas and cable television facilities, and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system.

(f) In the event that any portion of the common elements encroaches upon any unit, or vice versa, or in the event that any portion of one unit encroaches upon another unit, an easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. In the event that the building is partially or totally destroyed and is then rebuilt in substantially the same location, and as a result of such rebuilding any portion of the common elements encroaches upon the units, or vice versa, or any of the units encroach upon another unit, an easement for such encroachment and for the maintenance thereof, so long as it stands, shall and does exist, provided such easement for such encroachment is reasonable and does not have any material effect upon the unit owner's utilization of his or her unit.

(g) An easement for the benefit of the Developer shall exist throughout the common elements for two years after the date of the certificate of occupancy for the last unit,

which easement shall be for the purpose of installation, maintenance and repair of any unsold unit, for ingress and egress to all unsold units, for the use of all common elements and for sales promotion and exhibition.

(h) The Borough of Rockaway, Morris County, New Jersey, its officers, agents and employees, (but not the public in general) shall have an easement for the purpose of entering all parking areas, driveways, walkways and sidewalks for the purpose of maintaining the safety, health, welfare, police and fire protection of the citizens of the Borough, including the residents of the condominium.

(i) Any lender who is the holder of a permanent mortgage which encumbers any unit, its officers, agents and employees, shall have an easement for the purpose of entering the condominium or any part thereof to inspect the condition and repair of the common elements. This right shall be exercised only during reasonable daylight hours.

(j) Easements are granted to each unit owner, members of his family residing within the unit and his tenants and their respective guests and invitees over all units whenever reasonably required for emergency ingress and egress.

(k) The Developer and the Association are granted the right to grant and reserve easements and the rights-of-way through, under, over and across the common elements with or without limitation as to the location thereof within the common elements for the purposes of installing, maintaining, repairing, replacing and inspecting all lines and appurtenances for public or private water, sewer, drainage, fuel oil and other utilities, with the right of the grantees of such easements to have full access over and across all portions of the common areas consistent with the full exercise and enjoyment of such easements and such right-of-way.

(1) The Association, its Board of Directors and Manager shall have the right of access to each unit to inspect same, to remove any violations set forth in the Master Deed, and By-Laws or any regulations promulgated by the Association. Use of this easement shall be limited to reasonable hours with prior notice, except that access may be had at any time in case of emergency.

7. Association and Administration: The administration of the common elements and limited common elements of the Condominium and the Community and recreational facilities shall be by the Rockwood Condominium Owners' Association in accordance with the provisions of the Condominium Act, this Master Deed, the Association By-Laws attached hereto as Exhibit "E", and made a part hereof, and any other documents, amendments, or supplements to the foregoing which may subsequently be adopted by the Association or required by any institutional mortgage lender, or by any Governmental Agency having regulatory jurisdiction over the Condominium, or by any title insurance company selected by Woodstone Corp.

The registered agent of said Association until said designation is changed by the Board of Trustees of said Association shall be Gustav Hollstein, Jr., 106 Woodstone Road,

Rockaway, New Jersey 07866. Service of process upon said Association may be made upon said registered agent at said address.

8. No Partition: Subject to the provisions of the Master Deed, By-Laws of Rockwood Condominium Association and Condominium Act, the common elements shall remain undivided, and no unit owner(s) shall bring any action of partition or division thereof. In addition, the undivided percentage interest in the common elements shall not be separated from the unit to which it appertains and shall be deemed conveyed or encumbered with the unit, even though such interest is not expressly mentioned or described in the conveyance or other instrument.

9. Compliance by Owners: Each unit owner or occupant shall comply with the provisions of this Master Deed, the By-Laws and the rules and regulations of the Rockwood Condominium Owners' Association, and with any other documents, amendments or supplements to the foregoing. Failure to comply with such provisions, rules or regulations shall be grounds for obtaining injunctive or other appropriate relief by the Sponsor, the Association, and any other unit owner.

10. Restrictions Concerning Leasing; Applicability: Restrictions as to leasing are set forth in paragraph 18 Section (t). Said restrictions shall not apply to (a) Sponsor, (b) any legal entity that owns all of the units in a building, or (c) a lender in possession of a unit following a default in the first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure.

11. Damage, Destruction or Condemnation: If any building, improvement or common element, or any part thereof, is damaged or destroyed by fire, casualty or taken by eminent domain, the repair, restoration or ultimate disposition of any funds or proceeds thereby created shall be as provided in N.J.S.A. 46:8B-24 and 25, respectively.

12. Provisions for Benefit of Mortgagees:

a. Any lien of the Rockwood Condominium Owners' Association resulting from non-payment of assessments shall be subordinate to any first mortgage lien affecting any portion of the condominium, any of its units or common elements.

b. The Rockwood Condominium Owners' Association shall provide any first mortgagee with prompt notice of any default in any unit owner's obligations under the condominium documents if said default is not cured within thirty (30) days of the date of the default.

c. The holder of any first mortgage affecting any unit within the condominium shall have the right to examine the books and records of the Rockwood Condominium Owners' Association and to require the submission of annual reports and other financial data.

d. In the event of the taking of any unit or any portion of the condominium by eminent domain, the unit owners of any units affected and the Rockwood Condominium Owners' Association shall provide all mortgagees holding first mortgage liens on any units within the condominium with notice of said condemnation. In the event of any such proceedings no Unit Owner or other party shall have priority over such institutional holder with respect to the distribution to such Unit of the proceeds of any award or settlement.

e. The Rockwood Condominium Owners' Association shall have the right to maintain existing improvements regardless of

any present or future encroachments of the common elements upon any unit, or of any present or future encroachments of any unit upon any portion of the common elements.

f. Any mortgagee or any other person acquiring title at any mortgage foreclosure sale shall, upon the recording of the Sheriff's deed, become a member of the Association and shall have all of the rights and benefits of an owner, including voting rights, and shall have all of the duties of a member of the Association, subject to the provisions of N.J.S.A. 46:8B-22.

g. A fidelity bond may be required of any person or entity handling funds of the Rockwood Condominium Owners' Association, at the discretion of the Board of Trustees.

h. In the event of substantial damage to or destruction of any unit or any part of the common elements, the institutional holder of any first mortgage on a unit is entitled to timely written notice of any such damage or destruction. No unit owner or other party shall have priority over such institutional holder with respect to the distribution to such unit of any insurance proceeds.


i. If an institutional holder of a first mortgage lien on the Unit obtains title to a unit as a result of foreclosure of the first mortgage, then such acquirer of title, his successors and assigns, is not liable for the share of common expenses or other assessments by the Association pertaining to such unit or chargeable to the former unit owner which became due prior to acquisition of title as a result of the foreclosure. 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.

j. Any management agreement for the Condominium will be terminable by the Association for cause upon thirty (30) days' prior written notice thereof, and the term of any such agreement

shall not exceed one year, renewable by agreement of the parties for successive one-year periods.

k. Any institutional holder of a first mortgage on a unit in the Condominium is, upon request, entitled to written notice of all meetings of the Association and shall be permitted to designate a representative to attend all such meetings.

l. Any bank, mortgage banker or other institutional lender who is the owner of a mortgage which encumbers any unit, its officers, agents, and employees, shall have a blanket, perpetual and non-exclusive easement to enter the Condominium or any part thereof to inspect the condition and repair of the common elements, or any units so encumbered. This right shall be exercised only during reasonable daylight hours, and then whenever practicable, only after advance notice to and with the permission of the Association.

 the Rockwood Condominium Owners' Association shall obtain and continue in effect blanket property insurance in form and amount satisfactory to mortgagees holding first mortgages on the individual units. Said blanket property insurance shall name the Association, the individual unit owners, and the individual mortgagees as insureds. The obtaining of said blanket property insurance shall be without prejudice to the right to the owners of any unit to obtain excess or additional individual unit insurance. In addition, the Rockwood Condominium Owners' Association may obtain and continue such other amounts of blanket property insurance, liability insurance, or other appropriate insurance as may be deemed appropriate by the Board of Trustees. Premiums for all blanket insurance coverages obtained by the Board of Trustees shall be a common expense, to be included in the monthly assessment for common expenses. In the event of any property loss covered by any policy required to be maintained by the Association, the Association shall have the sole right (subject to the rights of the

respective Mortgagees) and the duty to promptly settle, litigate or otherwise dispose of said loss-claim on behalf of the affected unit owners (as agents of said owners). All proceeds of any claim shall be applied by the Association to the carrying out of its duties to restore, pursuant to N.J.S.A. 46:8B-24 and 25. Any excess proceeds shall be distributed by the Association to the unit owner or owners affected subject to the right of their mortgagees in an equitable manner. The decisions of the Board of Trustees shall be final and shall be binding upon the unit owners. Unit owners shall have the exclusive right to settle, adjust and litigate any claims under any policies purchased by and paid for by said unit owners individually.

14. Exhibits Attached Hereto and Made a Part Hereof are the Following:

- A. Exhibit "A" - Metes and bounds description of Condominium.
- B. Exhibit "B" - Location of buildings, units and other improvements.
- C. Exhibits "A-1" through "A-15", "B-1" through "B-11" "C-1" through "C-9", "D-1" through "D-9", and "G-1" through "G-2" - Unit floor plans, garage floor plans.
- D. Exhibit "C" - Temporary easement for septic and sewerage system.
- E. Exhibit "D" - Units to be placed in future on parcel described on Exhibits "C" and "D".
- F. Exhibit "E" - By-Laws of Rockwood Condominium Owners' Association.
- G. Exhibit "H" - Metes and bounds description of 60.00 foot wide easement.
- H. Exhibit "H-1" - Certification of Engineer.
- I. Exhibit "H-2" - Certification of Architect.

15. By-Laws and Administration; Changes in Documents;

Power of Attorney: The administration of the Common Elements of the Condominium and other common facilities shall be by the Association in accordance with the provisions of the Condominium Act, this Master Deed, the Articles of Incorporation, the By-Laws, and of any other documents, amendments or supplements to the foregoing which may subsequently be required by a bank, mortgage banker or other institutional lender designated by the Sponsor to make mortgage loans on the subject premises, or by any governmental agency having regulatory jurisdiction over the Condominium or by any title insurance company selected by Sponsor to insure title to any unit(s). For so long as Sponsor shall be the owner of one or more units, Sponsor hereby reserves for itself, its successors and assigns, for a period of seven (7) years from the date the first unit is conveyed to an individual purchaser, the right to execute on behalf of all contract purchasers, Unit Owners, mortgagees, other lienholders or parties claiming a legal or equitable interest in the Condominium, any such agreements, documents, amendments or supplements to the above described documents which may be so required; provided, however, that no such agreements, documents, amendment or supplement shall effect a material physical modification of a Unit, without the prior written consent of the unit owner and his mortgagee, or adversely affect the priority or validity of a purchase money lien on a Unit sold hereunder, without the prior written consent of the mortgagee or any institutional holder of a first mortgage.

By acceptance of a deed to any Unit or by the acceptance of any other legal or equitable interest in the Condominium, each and every contract purchaser, unit owner or occupant, holder of any mortgage or other liens, does automatically and irrevocably name, constitute, appoint and confirm (i) Sponsor, its successors and assigns, as attorney-in-fact for the purpose of

executing such amended Master Deed(s) and other instrument(s) necessary to effect the foregoing (provided that such power of attorney may not be used to adversely affect the priority or validity of any lien on or the value of any Unit) and (ii) the Association as attorney-in-fact to acquire title to or lease any Unit whose owner desires to surrender, sell or lease the same, in the name of the Association or its designees, corporate or otherwise, on behalf of all Unit Owners and to convey, sell, lease, mortgage (but not to vote the votes appurtenant thereto), or otherwise, dispose of any such Units so acquired or to sublease any units so leased by the Association.

The powers of attorney aforesaid are expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all Units and be binding upon the heirs, personal representatives, successors and assigns of any of the foregoing parties. Further, said powers of attorney shall not be affected by the death or disability of any principal and are intended to deliver all right, title and interest of the principal in and to said powers.

Damage, Destruction or Condemnation: If any building, improvement or common element or any part thereof is damaged or destroyed by fire, casualty or eminent domain, the repair, restoration or ultimate disposition of any funds or proceeds thereby created shall be in accordance with R.S. 46:8B-24 and 25 respectively. In the event the Association determines not to repair or restore the damaged property in accordance with R.S. 46:8B-24, any insurance proceeds payable to a unit owner as a result of damage or destruction to his unit and/or share of the common elements are thereby assigned and shall be paid to the institutional holder of a first mortgage lien on said unit for application to the sums secured by said mortgage with the excess, if any, paid to the unit owners.

17. Amendment of Master Deed: This master deed may be amended at any time after the date hereof by a vote of at least

three-fourths (3/4) of all unit owners at any meeting of the Association duly held in accordance with the provisions of the By-Laws of the Association provided, however, that any such material amendment shall have been approved in writing by each bank, mortgage banker or other institutional lender of a first mortgage lien on any unit, which approval shall not be reasonably withheld. No amendment shall be effective until recorded in the Office of the Clerk of Morris County, New Jersey. This paragraph is by way of supplement to and not in derogation of the powers of amendment reserved to Sponsor pursuant to paragraph 15 hereof. In the alternative, an amendment may be made by an agreement, signed and acknowledged by all of the unit owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the public records of Morris County, New Jersey. The developer shall not be permitted to cast any votes held by him for unsold lots, parcels, units or interests for the purpose of changing the permitted use of a lot, parcel, unit or interest, or for the purpose of reducing the common elements or facilities.

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

(a) No unit, except those units owned by the Sponsor, and used by it as sales offices, administrative offices or models, shall be used for any purpose other than as a private residence;

(b) No clothes poles or lines shall be installed or maintained, but a collapsible clothes tree is permitted, provided it be removed when not in use;

(c) No animals, livestock or poultry of any kind shall be raised, bred, or kept in any unit or in the common elements. Dogs, cats or other household pets are permitted, not to exceed two in the aggregate per unit, provided that they are not kept, bred or maintained for any commercial purpose, and that they are housed within the unit. No outside dog pens or yards shall be permitted;

(d) No trailer, tractor, truck (Commercial or unregistered), mobile home, recreation vehicle, boat, boat trailer or

the like shall be stored or housed on the property, except within the garage;

(e) No portion of the common elements or other portion of the property thereof shall be used or maintained for the dumping, of rubbish or debris. Trash, garbage or other waste shall be kept in sanitary containers on the property for weekly or more frequent collection;

(f) No exterior loudspeakers other than as contained in portable radios or television sets shall be permitted. No unshielded floodlights shall be installed in any exterior area of any Unit;

(g) No business, trade or profession shall be conducted in any unit, except that of physician, dentist, or other practitioner, of the healing arts and sciences; attorney at law, accountant, professional engineer, architect, or artist, and the use of the property for any such purpose shall be restricted to not more than fifty percent of the livable area of the first floor; and no exterior sign shall be erected or displayed except one non-illuminated sign, which shall be no larger than eight inches in height and thirty inches in length;

(h) No external or visible radio, television, or any type of communication aerial shall be installed or affixed on, or about the exterior of any building constructed or erected on the property, or elsewhere on such property;

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

(j) In order to provide an orderly procedure in the case of title transfers, and to assist in the maintenance of a current, up-to-date roster of unit owners, the owner of a unit shall give the Secretary of the Association, timely notice of his intent to list his unit for sale, and, upon closing of title shall forthwith notify such Secretary of the names and home addresses of the purchasers.

(k) No unit owner or occupant shall build, plant, or

maintain any matter or thing upon, in, over or under the common elements without the prior written consent of the Association.

(l) No unit owner or occupant shall burn, chop or cut anything on, over or above the common elements.

(m) Unit owners shall not have any right to paint or otherwise decorate or change the appearance of any portion of the exterior of any Building.

(n) 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 elements, then the use thereof by the individual unit owners shall be subject to the By-Laws and the rules and regulations of the Association.

(o) Nothing shall be done or kept in any Unit or in or upon the common elements which will increase the rates of insurance of the building(s) or the contents thereof beyond the rates applicable for units, without the prior written consent of the Association. No unit owner shall permit anything to be done or kept in his unit or in or upon the common elements which will result in the cancellation of insurance on any of the buildings or the contents thereof, or which will be in violation of any law.

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

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

(r) Nothing shall be done to any unit, on or in the common elements which will impair the structural integrity of any building or which will structurally change a building. No

unit owner (other than the Sponsor) may make any structural additions, alterations or improvements in or to his unit or in or to the common elements, without the prior written approval of the Association or impair any easement without the prior written consent of the Association. The Board of Trustees of the Association shall have the obligation to answer any written request received by it from a unit owner for approval of a proposed structural addition, alteration or improvement in such unit owner's unit within forty-five (45) days after receipt of such request, and failure to do so within the stipulated time shall constitute a consent to the proposed structural addition, alteration or improvement. Any application to any municipal authority for a permit to make an addition, alteration or improvement in or to any unit must be approved by the Association and, if approved, shall be executed by the Board of Trustees of the Association and may then be submitted by the unit owner. Such approval, however, shall not incur any liability on the part of the Association to any contractor, subcontractor, or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The unit owner shall furnish the Association with a copy of any such permit which he has procured. The provisions of this subparagraph (r) shall not apply to units owned by the Sponsor until such units have been initially sold and conveyed by the Sponsor.

(s) 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.

(t) No unit shall be rented by the owners thereof except (a) a lender in possession of such unit following a default in the first mortgage, a foreclosure proceeding or any deed or

other arrangement in lieu of foreclosure, or (b) the owner of an entire building) or otherwise utilized for transient or hotel purposes, which shall be defined as "(i) rental for any period less than six (6) months; or (ii) any rental if the occupants of the unit are provided customary hotel services, such as room service for food and beverages, maid service, furnishing laundry and linen, and bellboy service", provided however, that any unit owner may rent a unit for a period of less than six (6) months to a contract purchaser. No unit owner may lease less than an entire unit except that a garage may be leased to another unit owner for non-commercial uses only and for any period of time. Other than the foregoing obligations, the units owners shall have the right to lease same provided that said lease is in writing and made subject to all provisions of this Master Deed, the By-Laws of the Association and other documents referred to herein, including the right of amendment reserved to Sponsor herein, and provided further that any failure of the lessee to fully comply with the terms and conditions of such documents shall constitute a default under the lease. None of the restrictions or limitations set forth in Section 18(t) shall apply to Sponsor. Sponsor may rent any unit for any term.

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

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

21. Gender: 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.

22. Ratification, Confirmation and Approval of Agreements: The fact that some or all of the officers, trustees, members or employees of the Association and the Sponsor may be identical, and the fact that the Sponsor or its nominees, have heretofore or may hereafter enter into agreements with the Association or with third parties, will not invalidate any such agreements; and the Association and its members, from time to time, will be obligated to abide by and comply with the terms and conditions thereof. The purchase of a unit, and the acceptance of the Deed therefor by any party, shall constitute the ratification, confirmation and approval by such purchaser, his heirs, legal representatives, successors and assigns, of the propriety and legality of said agreements or said agreement, or any other agreements authorized and permitted by the New Jersey Condominium Act, this Master Deed, the Articles of Incorporation or the By-Laws of the Association.

23. Rights Reserved to Sponsor: Anything to the contrary herein or in the Articles of Incorporation or By-Laws of the Association notwithstanding, Sponsor hereby reserves for itself, its successors and assigns, for so long as it owns one or more units in the Condominium, the right to sell, lease, mortgage or sublease any unsold units within the Condominium.

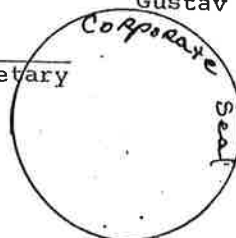
WITNESSETH, the hand and seal of the Sponsor, Woodstone Corp., a New Jersey Corporation, which has been affixed by its President and Secretary the day and year first above written.

WOODSTONE CORP.

ATTEST:

Ellen Hollstein
Ellen Hollstein Secretary

By *Gustav L. Hollstein Jr.*
Gustav L. Hollstein Jr. President



BOOK 2579 PAGE 611

ARTICLES OF INCORPORATION
OF
ROCKWOOD CONDOMINIUM ASSOCIATION

In compliance with the requirements of Title 15, Chapter 1, et seq. of the Revised Statutes of New Jersey, the undersigned, all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit, and do hereby certify:

ARTICLE I

The name of the corporation is Rockwood Condominium, hereinafter called the "Association".

ARTICLE II

The principal office of the Association is located at 106 Woodstone Road, Rockaway, New Jersey 07866.

ARTICLE III

Gustav L. Hollstein, Jr. ; 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 Schedule "A" of a certain Master Deed entitled "Rockwood Condominium", recorded or intended to be recorded in the Office of the Clerk of Morris County, 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 that certain Master Deed, as same are applicable to the property described therein in Exhibit "A" and affixed thereto, or to additional property and as that certain Master Deed may be amended from time to time as therein provided said Master Deed 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 term of said Master Deed and the By-laws of the Association; to pay all expenses in connection therewith and all office and other 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, right and privileges which a corporation organized under the Non-Profit Corporation Law of the State of New Jersey by law may now or hereinafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee interest in any dwelling unit which is subject to the Master Deed aforesaid, is subject to assessment by the Association, 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 dwelling unit shall be the sole qualification for membership.

ARTICLE VI

BOARD OF TRUSTEES

The affairs of this Association shall be managed by a Board of Trustees. The initial Board of Trustees shall be composed of three (3) persons who need not be members of the Association. The number of Trustees 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:

<u>Name</u>	<u>Address</u>
Gustav L. Hollstein, Jr.	106 Woodstone Road Rockaway, New Jersey 07866
Gustav Hollstein	Woodstone Road Rockaway, New Jersey 07866
Edward Grasnodemski	41 Rockwood Drive Rockaway, New Jersey 07866

ARTICLE VII

DURATION

The corporation shall exist in perpetuity.

STATE OF NEW JERSEY)

ss:
COUNTY OF MORRIS)

BE IT REMEMBERED, that on January 28th , 1981,
before me, the subscriber, a Notary Public of the State of New
Jersey, personally appeared Ellen Hollstein , who,
being by me duly sworn on her oath, deposes and makes proof to
my satisfaction, that she is the Secretary of Woodstone Corp.,
the Corporation named in the within Instrument; that
Gustav L. Hollstein, Jr., is the President of said Corporation;
that the execution, as well as the making of this Instrument, has
been duly authorized by a proper resolution of the Board of
Directors of the said Corporation; that deponent well knows the
corporate seal of said Corporation; and that the seal affixed to
said Instrument is the proper corporate seal and was thereto
affixed and said Instrument signed and delivered by said Presi-
dent as and for the voluntary act and deed of said Corporation,
in presence of deponent, who thereupon subscribed her name
thereto as attesting witness; and that the full and actual con-
sideration paid or to be paid for the transfer of title to
realty evidenced by the within deed, as such consideration is
defined in P.L. 1968, c.49, Sec 1(c), is \$1.00.

Ellen Hollstein
Ellen Hollstein

Sworn to and subscribed before
me this 28 day of January ,

Elsie Hunt
ELSIE HUNT
Notary Public of New Jersey
My Commission Expires February 4, 1985
Prepared by:
Joseph J. Vecchio, Esq.

BOOK 2575 PAGE 615

ARTICLE VIII

ANNEXATION OF ADDITIONAL PROPERTIES

Additional properties may be annexed to the property subject to the terms and conditions of the Master Deed, By-laws of this Association and rules and regulations promulgated thereunder, and all such additional properties shall be governed thereby.

ARTICLE IX

AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five (75%) percent of the members.

IN WITNESS WHEREOF, for the purpose of forming this non-profit corporation under the laws of the State of New Jersey we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 28th day of January, 1981.

/s/
Gustav L. Hollstein, Jr.

/s/ _____
Gustav L. Hollstein

/s/ _____
Edward Krasnodemski

STATE OF NEW JERSEY)
COUNTY OF MORRIS) ss.:

BE IT REMEMBERED, that on this 28th day of January 1981, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Gustav L. Hollstein, Jr., Gustav L. Hollstein & Edward Krasnodemski, I am satisfied, are the persons named in and who executed the within Instrument, and thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed.

/s/ _____
Elsie Hunt
Notary Public



DESCRIPTION OF A PORTION
OF LOT 7, BLOCK 27B
IN THE BOROUGH OF ROCKAWAY
MORRIS COUNTY, NEW JERSEY

Beginning at a point on the southeasterly sideline of Rockwood Drive, said point being 790.37 feet along said sideline from the point where the easterly sideline of Rockwood Drive meets the southerly sideline of U.S. Route 46, and running thence

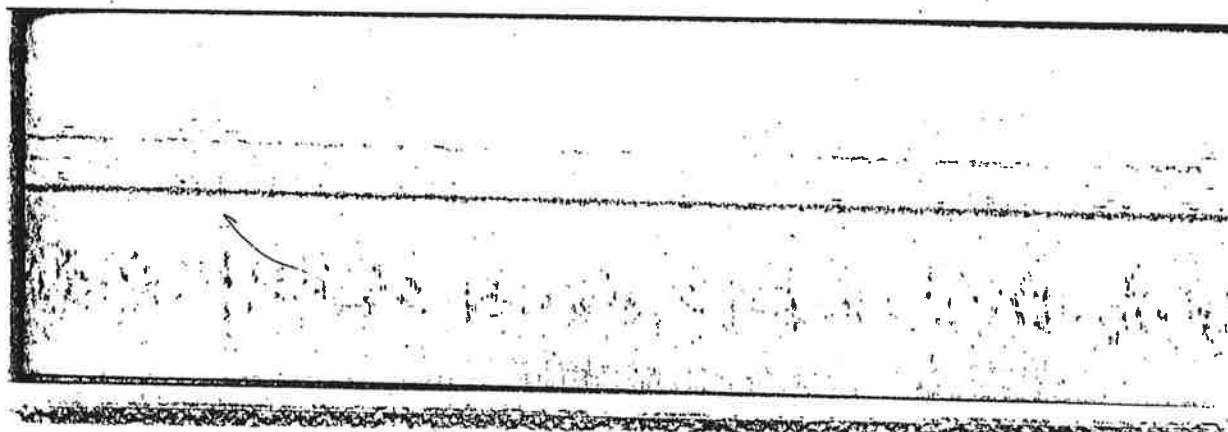
1. South $47^{\circ} 36' 45''$ East 232.00 feet, and running thence
2. South $42^{\circ} 23' 15''$ West 12.96 feet to a point on the Borough of Rockaway/Township of Denville boundary line, and running thence
3. Along said boundary line of the Borough of Rockaway and Township of Denville South $72^{\circ} 35' 54''$ West 892.43 feet to a point on said boundary line at the southeasterly sideline of Rockwood Drive, and running thence
4. Along said southeasterly sideline of Rockwood Drive North $60^{\circ} 02' 15''$ East 683.28 feet to a point of curvature, and running thence
5. Still along said southeasterly sideline of Rockwood Drive on a curve to the left having a radius of 210.00 feet and a central angle of $17^{\circ} 39' 00''$, a distance of 64.69 feet to a point of tangency, and running thence
6. Still along the southeasterly sideline of Rockwood Drive North $42^{\circ} 23' 15''$ East 69.40 feet to the point and place of beginning.

Containing 1.902 acres, more or less.

The above description having been drawn in accordance with a survey by Couvrette Associates, Inc.

EXHIBIT "A"

BOOK 2579 PAGE 619



DESCRIPTION OF A PORTION
 OF LOT 7, BLOCK 27B
 IN THE BOROUGH OF ROCKAWAY
 MORRIS COUNTY, NEW JERSEY

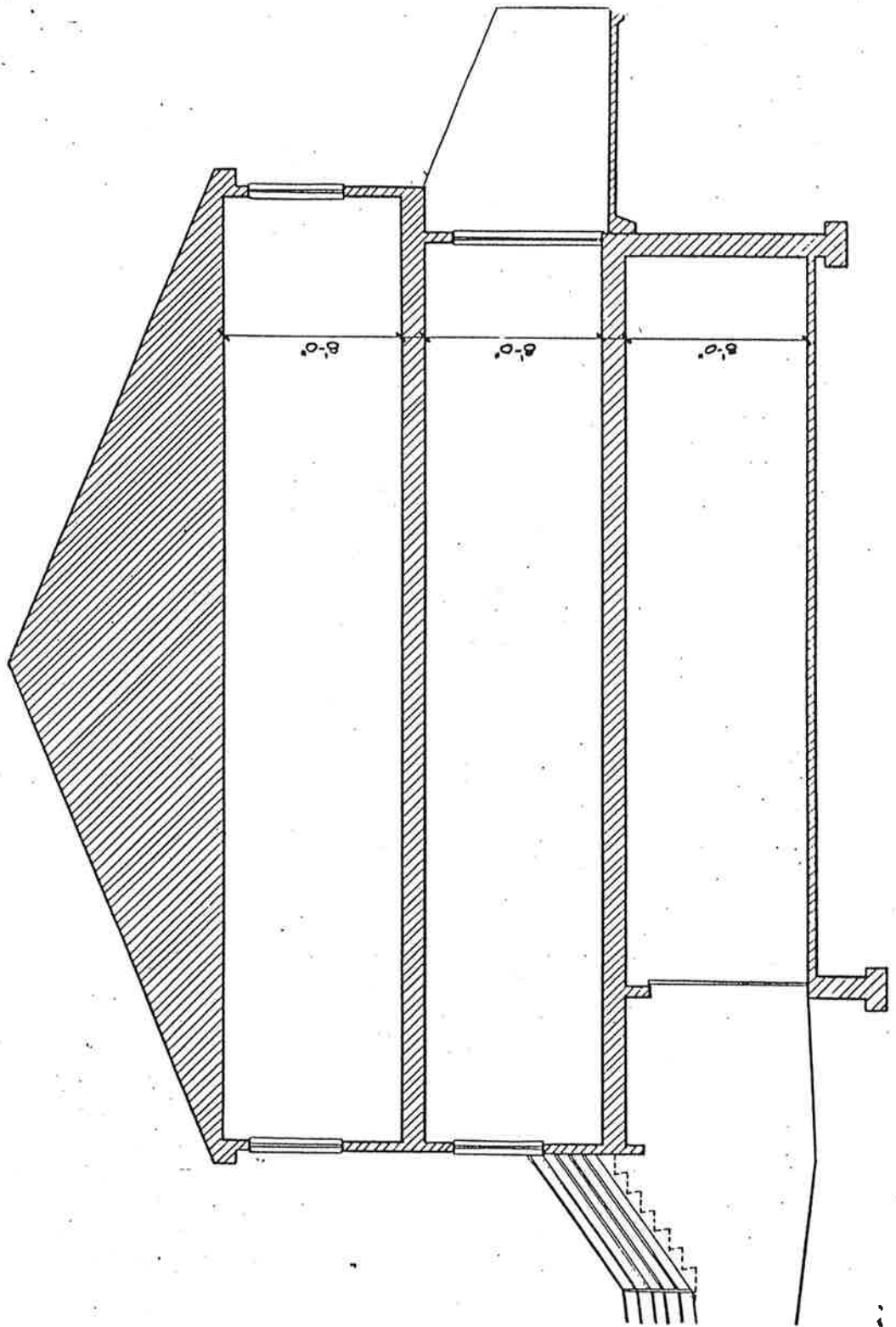
Beginning at a point on the northwesterly sideline of Rockwood Drive, said point being 537.31 feet along said sideline from the point where the westerly sideline of Rockwood Drive meets the southerly sideline of U.S. Route 46, and running thence

1. Along the northwesterly sideline of Rockwood Drive South 42° 23' 15" West 270.26 feet to a point of curvature, and running thence
2. Still along the northwesterly sideline of Rockwood Drive on a curve to the right having a radius of 160.00 feet and a central angle of 17° 39' 00", a distance of 49.29 feet to a point of tangency, and running thence
3. Still along the northwesterly sideline of Rockwood Drive South 60° 02' 15" West 907.68 feet to the end of Rockwood Drive at the Borough of Rockaway and the Township of Denville boundary line, and running thence
4. Along the boundary line of the Borough of Rockaway and the Township of Denville South 72° 35' 54" West 167.72 feet to a point on said boundary line, and running thence
5. North 40° 31' 11" East 353.73 feet to a point, and running thence
6. North 58° 03' 33" East 779.54 feet to a point, and running thence
7. North 42° 18' 46" East 159.97 feet to a point, and running thence
8. South 68° 36' 30" East 180.27 feet to the point and place of beginning.

Containing 4.514 acres, more or less.

The above description having been drawn in accordance with a survey by Couvrette Associates, Inc.

EXHIBIT "A" Continued
 Legal Description (2)



UNIT A SECTION

FLOOR PLAN AND COMMON ELEMENT DESIGNATION

ALL DIMENSIONS ARE APPROXIMATE.

I CERTIFY THAT THIS PLAN CONSTITUTES A
CORRECT REPRESENTATION OF THE IMPROVEMENTS
AND UNITS INDICATED.

STEVEN A. SAFARY
S.A. REG. NO. C-4468

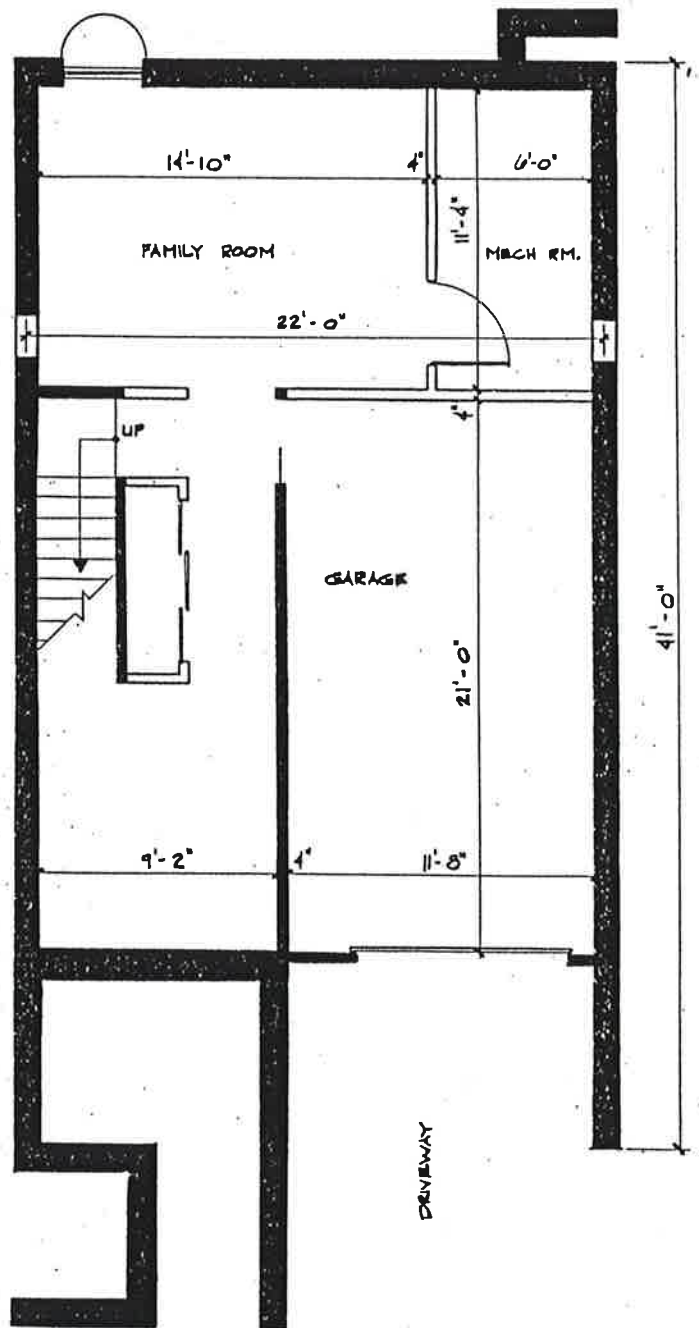
 COMMON ELEMENT

STEVEN A. SAFARY AIA.
architect

63 OVERLOOK RD. U. MONTCLAIR, N.J. 07043

BOOK 2579 PAGE 621

EXHIBIT A 1



BASEMENT LEVEL
UNIT A-2,4,6,8,10,12,
14,16,18,20,22

FLOOR PLAN AND COMMON ELEMENT DESIGNATION

ALL DIMENSIONS ARE APPROXIMATE.

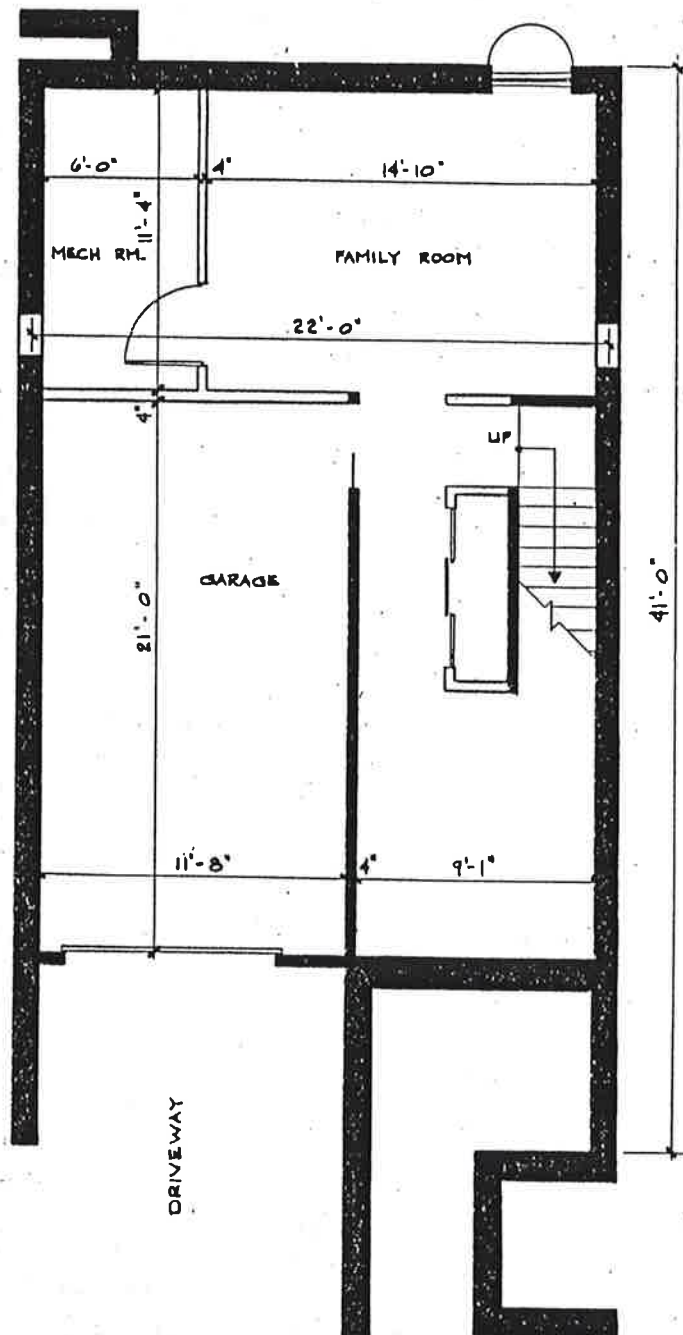
I CERTIFY THAT THIS PLAN CONSTITUTES A
 CORRECT REPRESENTATION OF THE IMPROVEMENTS
 AND UNITS DEPICTED.

Steven A. Safary

N.J. REG. NO. C-4468

COMMON ELEMENT
 LIMITED COMMON
 ELEMENT

STEVEN A. SAFARY AIA.
architect
 63 OVERLOOK RD. U. MONTCLAIR, N.J. 07043



BASEMENT LEVEL
UNIT-A1,3,5,7,9,11,
13,15,17,19,21

FLANK PLAN AND COMMON ELEMENT DISTRIBUTION

ALL DIMENSIONS ARE APPROXIMATE.

I CERTIFY THAT THIS PLAN CONSTITUTES A
 CORRECT REPRESENTATION OF THE IMPROVEMENTS
 AND RIGHTS REFERRED.

Steven A. Safary

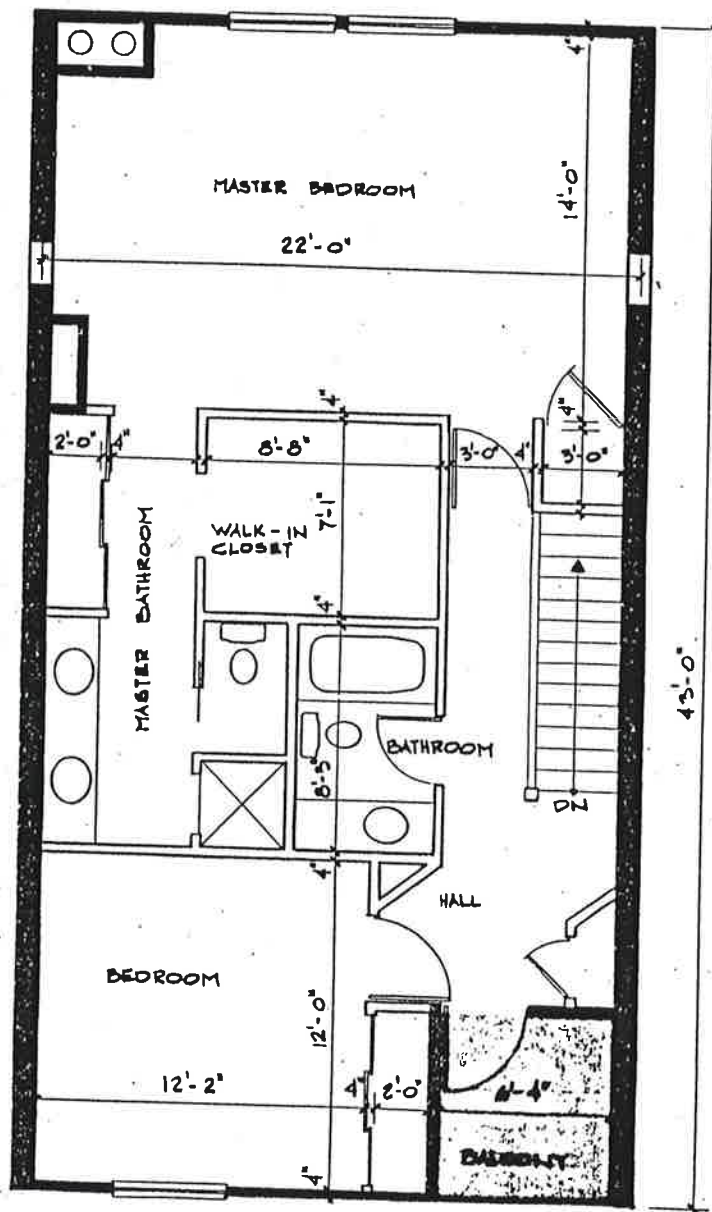
N.J. REG. NO. C-4468

 COMMON ELEMENT

 LIMITED COMMON
 ELEMENT

STEVEN A. SAFARY AIA
architect

63 OVERLOOK RD. U. MONTCLAIR, N.J. 07043





SECOND LEVEL
UNIT -A 3,5,7,9,11,
15,17,19

FLOOR PLAN AND COMMON ELEMENT DESIGNATION

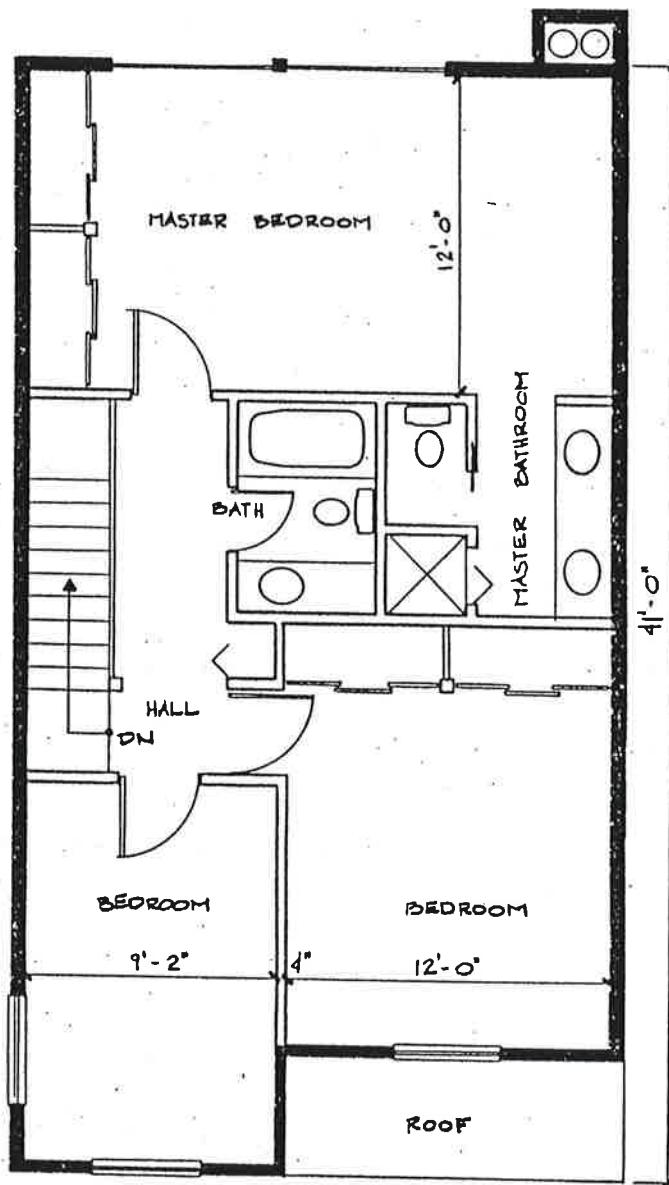
ALL DIMENSIONS ARE APPROXIMATE.

I CERTIFY THAT THIS PLAN CONSTITUTES A
 CORRECT REPRESENTATION OF THE IMPROVEMENTS
 AND UNITS DEPICTED.

Steven A. Safary
 N.J. REG. NO. C-4468

-  COMMON ELEMENT
-  LIMITED COMMON ELEMENT

STEVEN A. SAFARY ALA
architect
 63 OVERLOOK RD. U. MONTCLAIR, N.J. 07043



SECOND LEVEL

UNIT -A22

FLOOR PLAN AND COMMON ELEMENT DESIGNATION

ALL DIMENSIONS ARE APPROXIMATE.

I CERTIFY THAT THIS PLAN CONSTITUTES A
CORRECT REPRESENTATION OF THE IMPROVEMENTS
AND UNITS DEPICTED.

STEVEN A. SAFARY

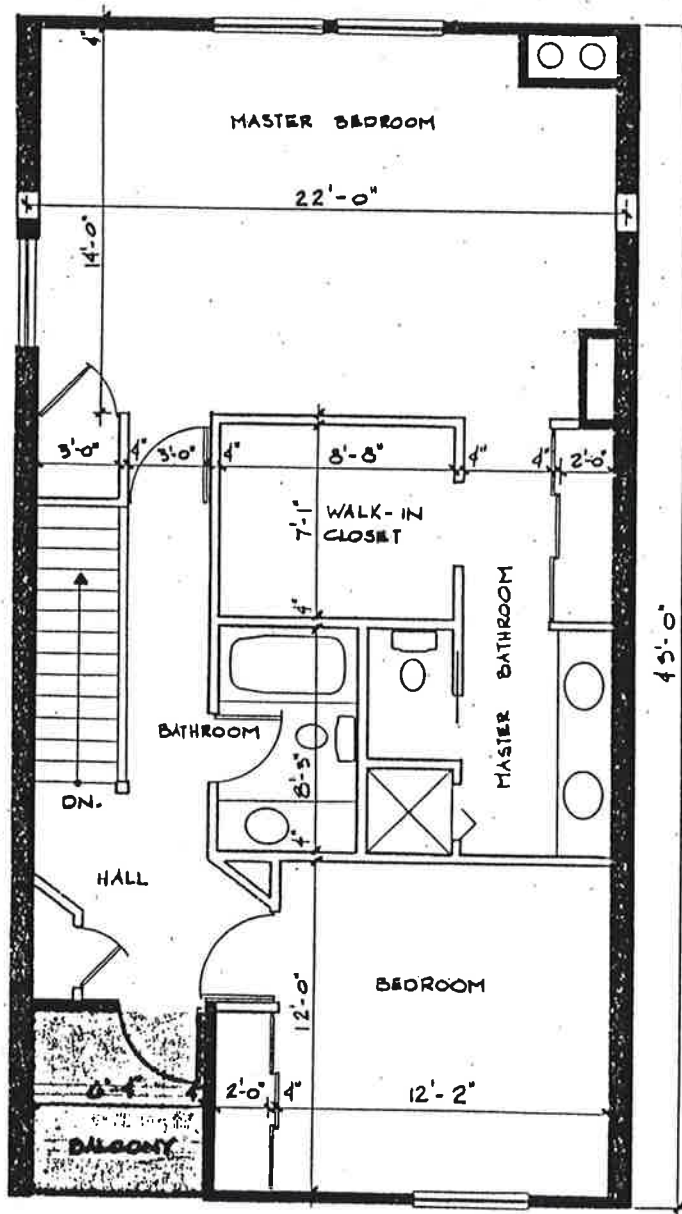
N.J. REG. NO. 0-4468

 COMMON ELEMENT

 LIMITED COMMON
ELEMENT

STEVEN A. SAFARY AIA.
architect

63 OVERLOOK RD. L. MONTCLAIR, N.J. 07043



**SECOND LEVEL
UNIT A-12**

FLOOR PLAN AND COMMON ELEMENT DESIGNATION

ALL DIMENSIONS ARE APPROXIMATE.

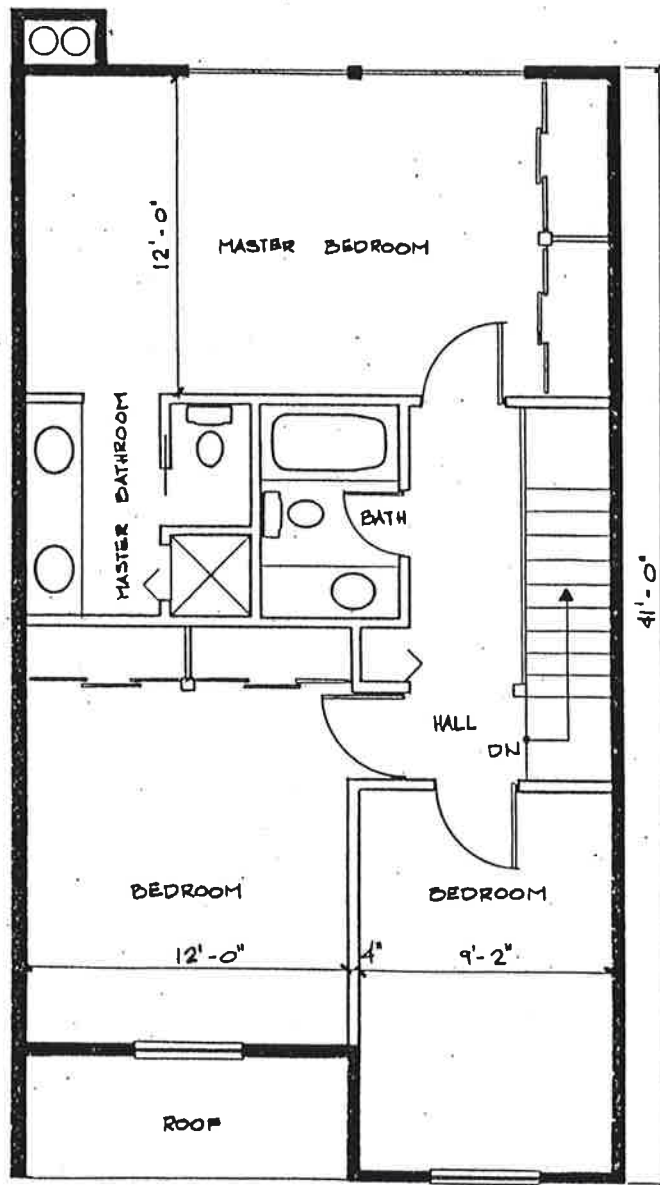
I CERTIFY THAT THIS PLAN CONSTITUTES A
CORRECT REPRESENTATION OF THE IMPROVEMENTS
AND UNITS DEVICED.

Steven A. Safary
N.J. REG. NO. 0-4468

COMMON ELEMENT
 LIMITED COMMON
ELEMENT

STEVEN A. SAFARY AIA
architect

63 OVERLOOK RD. U. MONTCLAIR, N.J. 07043





**SECOND LEVEL
UNIT A-21**

FLOOR PLAN AND CORROW ELEVATION DESIGNATION

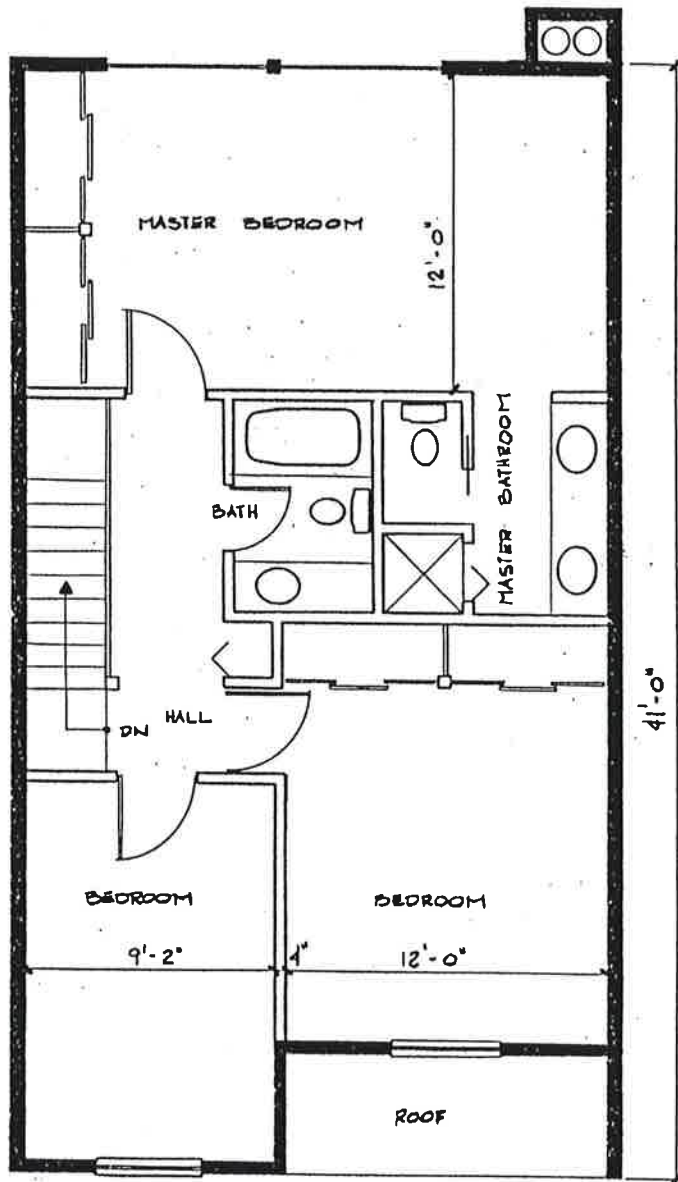
ALL DIMENSIONS ARE APPROXIMATE.

I CERTIFY THAT THIS PLAN CONSTITUTES A
CORRECT REPRESENTATION OF THE IMPROVEMENTS
UNITS DEPICTED.

Steven A. Safary
N.J. REG. NO. C-4468

 COMMON ELEMENT
 LIMITED COMMON
ELEMENT

STEVEN A. SAFARY AIA
architect
63 OVERLOOK RD. U. MONTCLAIR, N.J. 07043



SECOND LEVEL

UNIT A-14

FLOOR PLAN AND COMMON ELEMENT DESIGNATION

ALL DIMENSIONS ARE APPROXIMATE.

I CERTIFY THAT THIS PLAN CONSTITUTES A
CORRECT REPRESENTATION OF THE IMPROVEMENTS
AND UNITS DEPICTED.

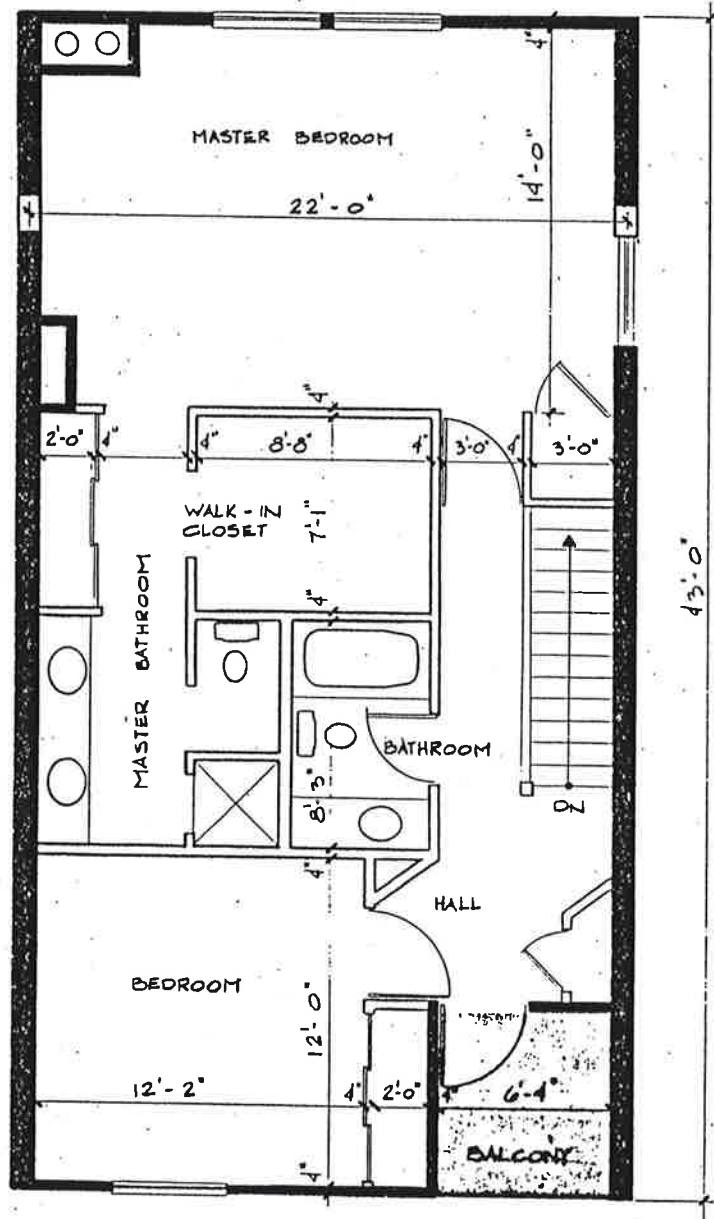
Steven A. Safary
N.J. REG. NO. C-4468

COMMON ELEMENT

LIMITED COMMON
ELEMENT

STEVEN A. SAFARY AIA
architect

63 OVERLOOK RD. U. MONTCLAIR, N.J. 07043



**SECOND LEVEL
UNIT A-1**

FLOOR PLAN AND COMMON ELEMENT DESIGNATION

ALL DIMENSIONS ARE APPROXIMATE.

I CERTIFY THAT THIS PLAN CONSTITUTES A
CORRECT REPRESENTATION OF THE IMPROVEMENTS
AND UNITS DEPICTED.

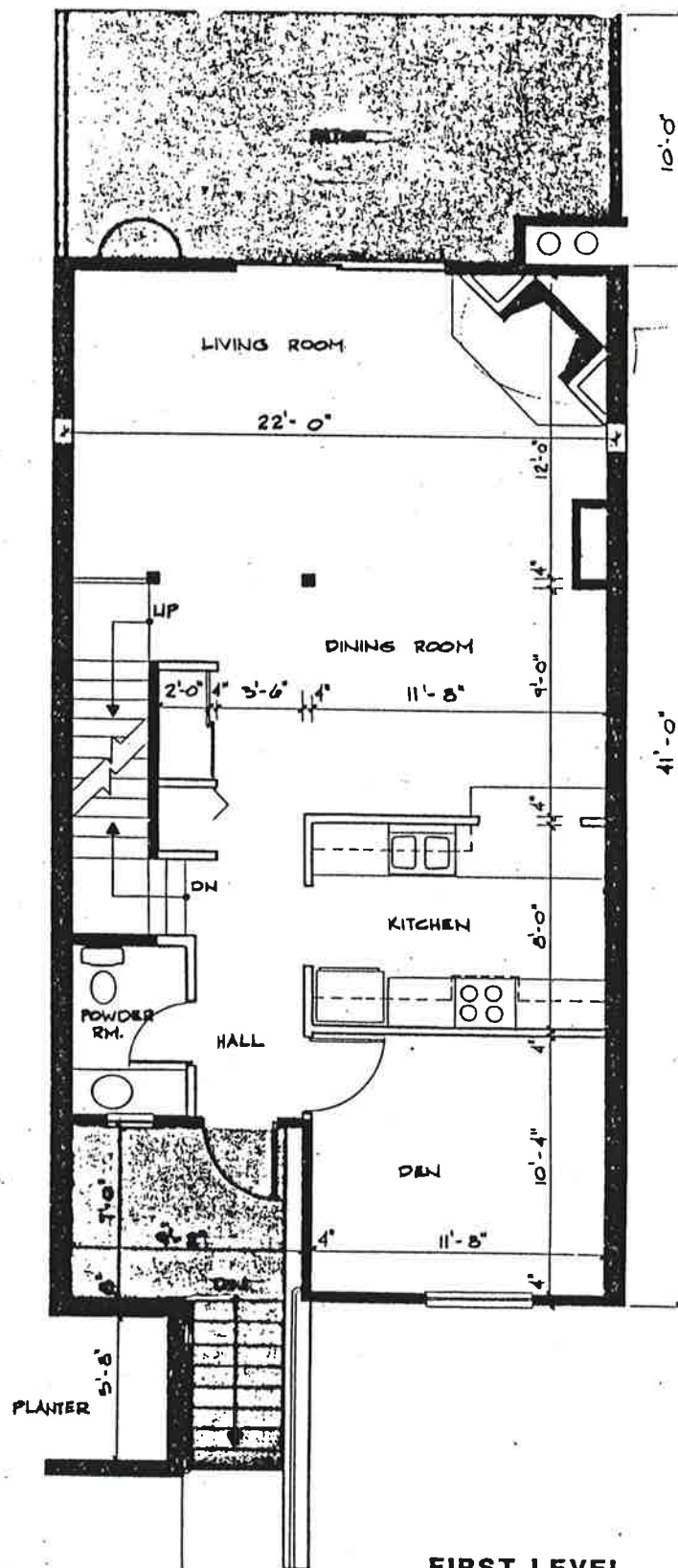
Steven A. Safary
N.J. REG. NO. C-4468

 COMMON ELEMENT

 UNIT COMMON
ELEMENT

STEVEN A. SAFARY AIA.
architect

63 OVERLOOK RD. U. MONTCLAIR, N.J. 07043



FIRST LEVEL
UNIT-A2,4,6,8,10,
14,16,18,20

FLOOR PLAN AND COMMON ELEMENT DESIGNATION

ALL DIMENSIONS ARE APPROXIMATE.

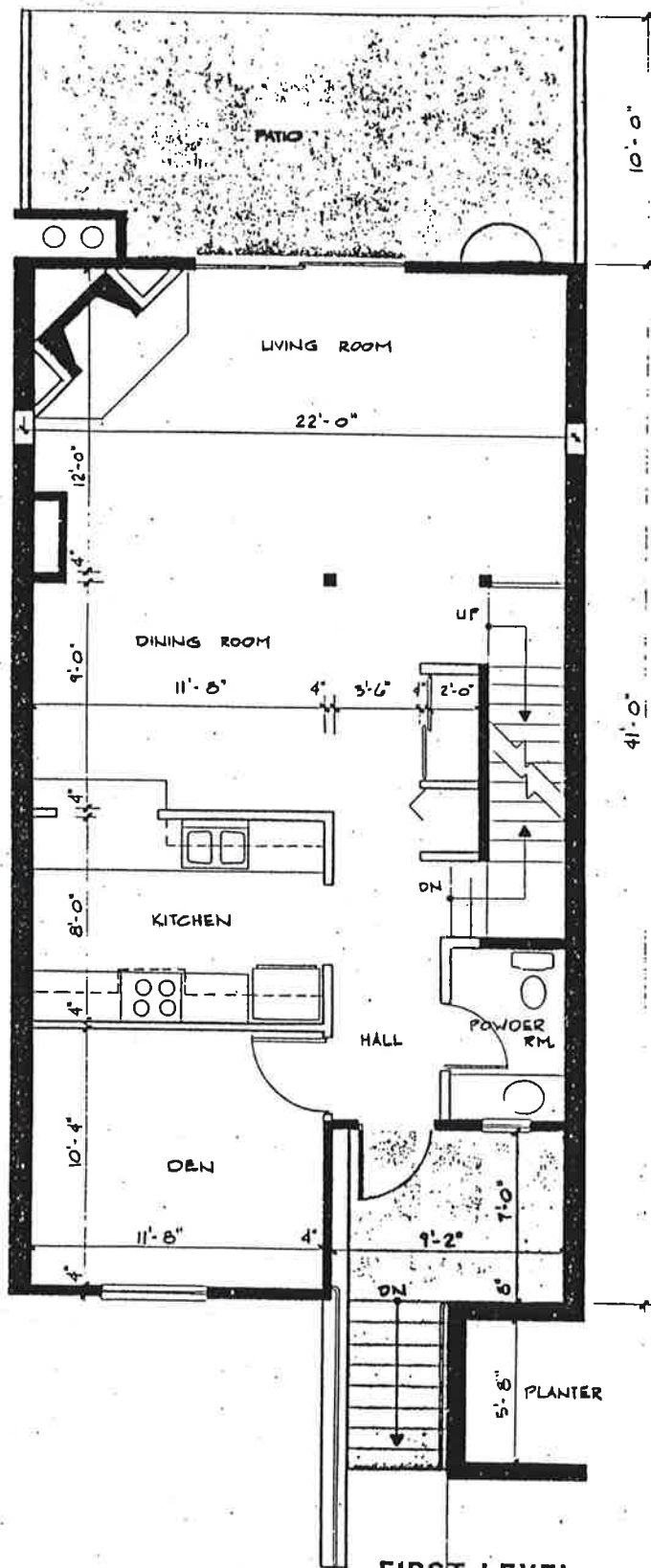
CERTIFY THAT THIS PLAN CONSTITUTES A
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AND UNITS DEPICTED.

Steven A. Safary
J. REG. NO. C-4468

COMMON ELEMENT
LIMITED COMMON
ELEMENT

STEVEN A. SAFARY AIA
architect

63 OVERLOOK RD. U. MONTCLAIR, N.J. 07043





FIRST LEVEL
UNIT-A3,5,7,9,11,
15,17,19,21

FLOOR PLAN AND COMMON ELEMENT DESIGNATION

ALL DIMENSIONS ARE APPROXIMATE.

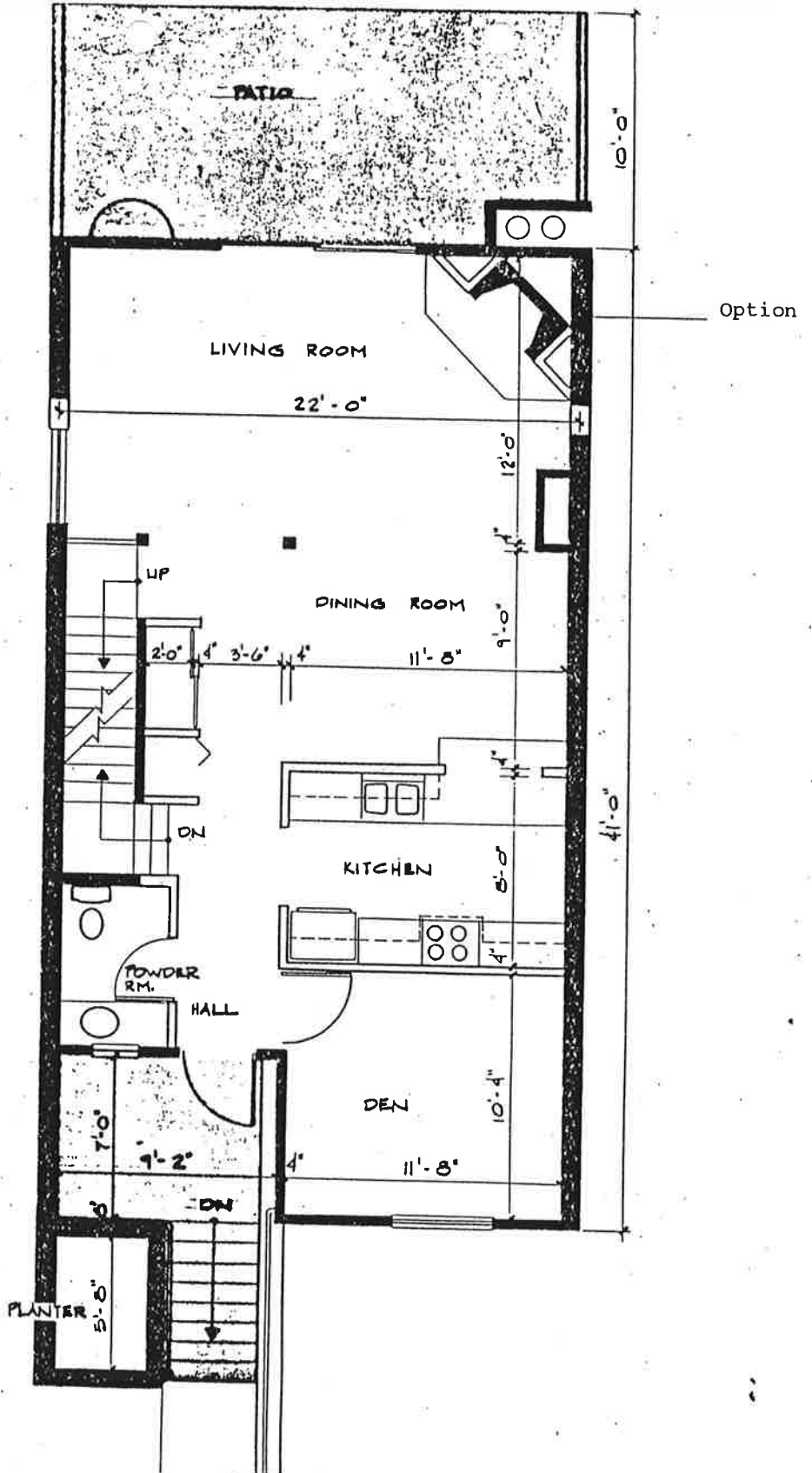
I CERTIFY THAT THIS PLAN CONSTITUTES A
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 AND UNITS DEPICTED.

STEVEN A. SAFARY
 N.J. REG. NO. C-4468

 COMMON ELEMENT
 LIMITED COMMON
 ELEMENT

STEVEN A. SAFARY AIA.
architect

63 OVERLOOK RD. U. MONTCLAIR, N.J. 07043



**FIRST LEVEL
UNIT-A 12,22**

FLOOR PLAN AND COMMON ELEMENT DESIGNATION

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AND UNITS DEPICTED.

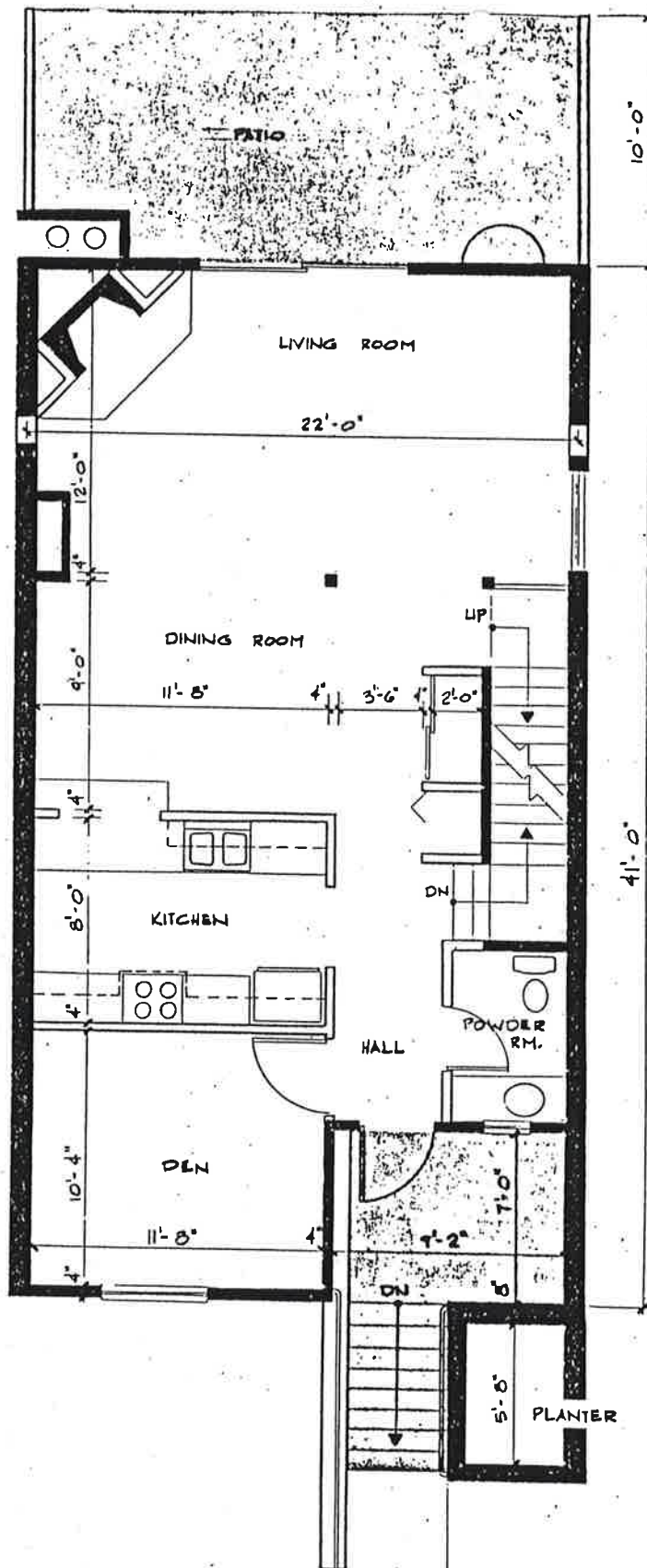
Steven A. Safary
N.J. REG. NO. C-4468

 COMMON ELEMENT

 LIMITED COMMON
ELEMENT

STEVEN A. SAFARY AIA
architect

63 OVERLOOK RD. U. MONTCLAIR, N.J. 07043



**FIRST LEVEL
UNIT-A 1,13**

FLOOR PLAN AND COMMON ELEMENT DESIGNATION

ALL DIMENSIONS ARE APPROXIMATE.

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AND UNITS DEPICTED.

Steven A. Safary

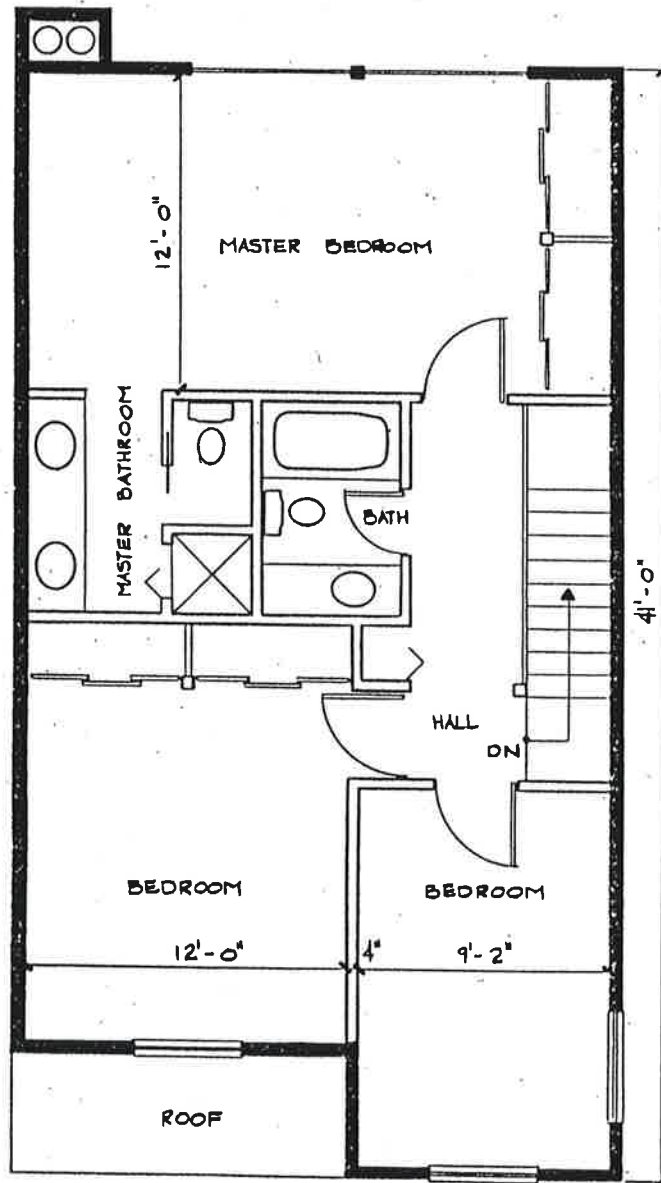
N.J. REG. NO. C-4468

COMMON ELEMENT

LIMITED COMMON
ELEMENT

**STEVEN A. SAFARY ALA
architect**

63 OVERLOOK RD. U. MONTCLAIR, N.J. 07043



SECOND LEVEL

UNIT A-13

FLOOR PLAN AND COMMON ELEMENT DESIGNATION

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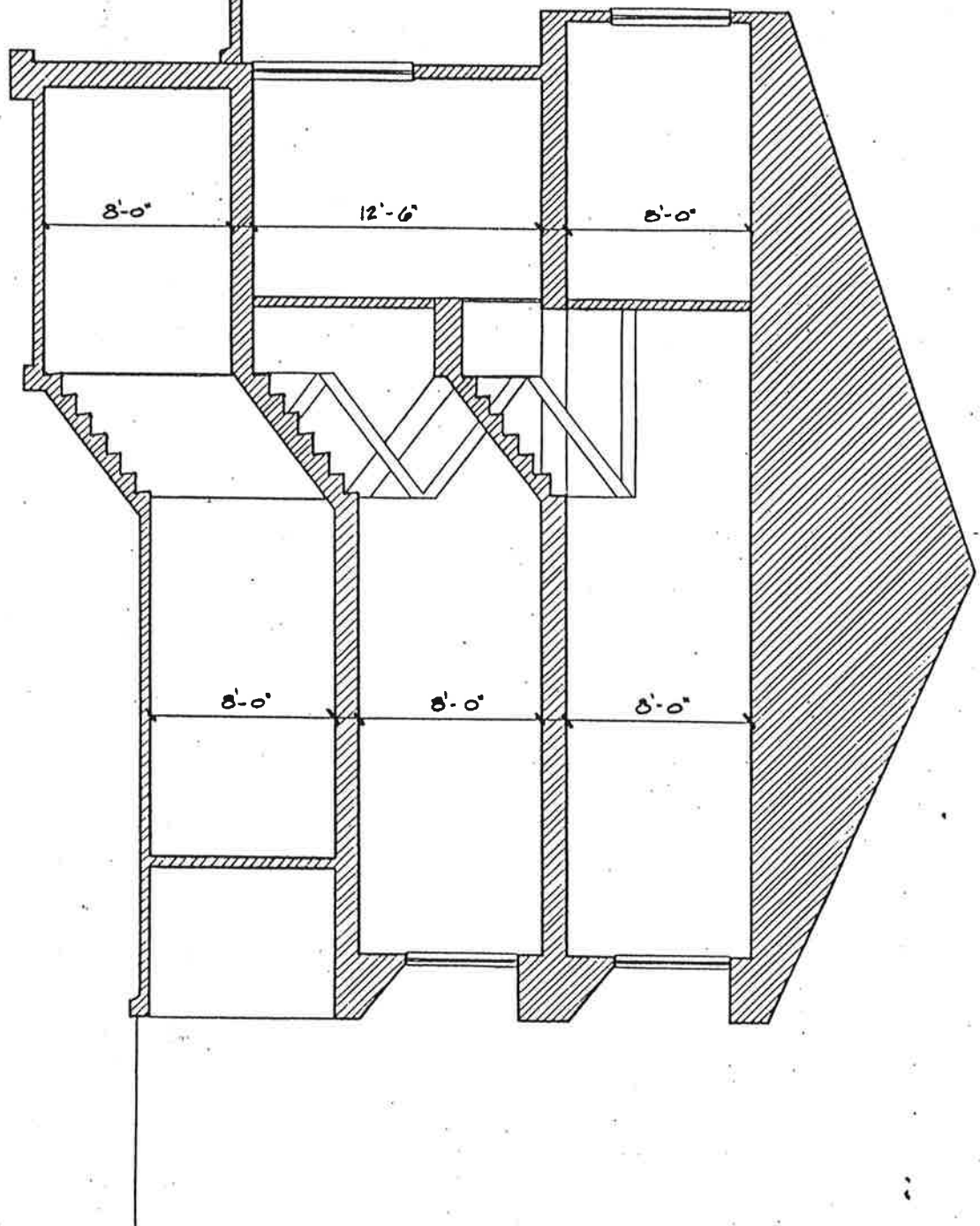
I CERTIFY THAT THIS PLAN CONSTITUTES A
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AND UNITS DEPICTED.

Steven A. Safary
N.J. REG. NO. C-4468

COMMON ELEMENT
LIMITED COMMON
ELEMENT

STEVEN A. SAFARY AIA
architect

63 OVERLOOK RD. U. MONTCLAIR, N.J. 07043



UNIT B SECTION

FLOOR PLAN AND COMMON ELEMENT DESIGNATION

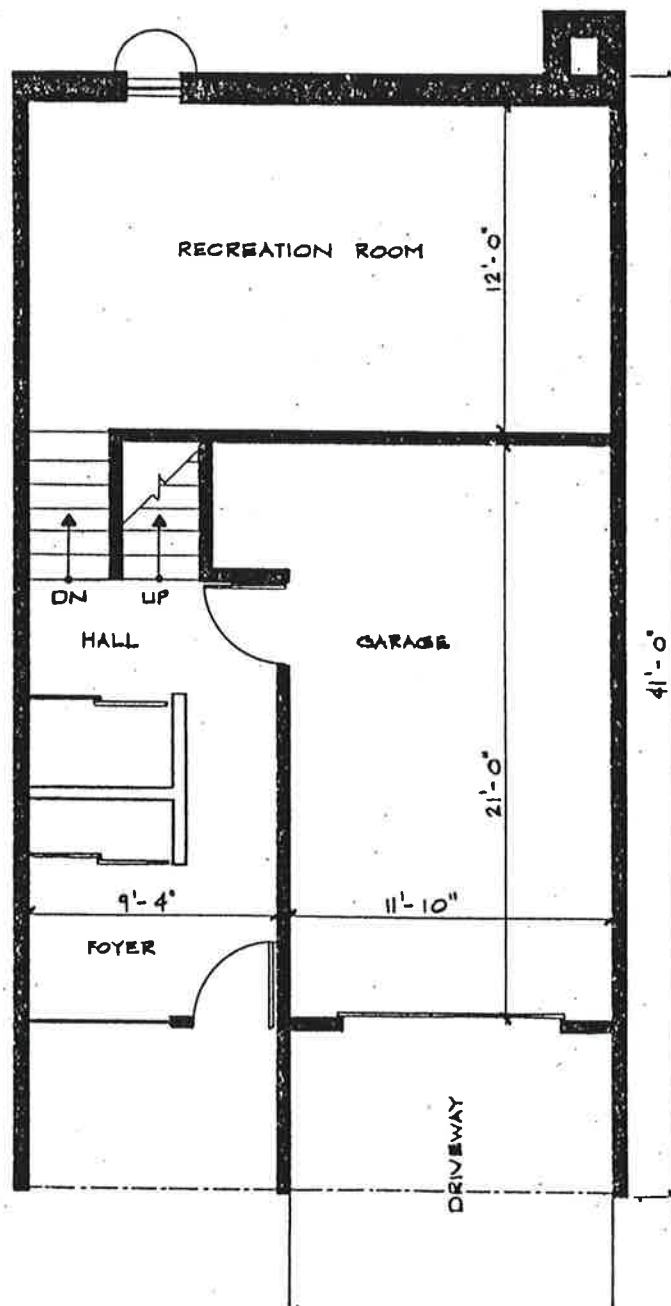
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I CERTIFY THAT THIS PLAN CONSTITUTES A
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AND UNITS DEPICTED.

STEVEN A. SAFARY
N.J. REG. NO. C-4468

 COMMON ELEMENT

STEVEN A. SAFARY AIA
architect
63 OVERLOOK RD. U. MONTCLAIR, N.J. 07043





BASEMENT LEVEL
UNIT B-24,26,28,30,32,34
 FLOOR PLAN AND COMMON ELEMENT DIMENSIONS

ALL DIMENSIONS ARE APPROXIMATE.

I CERTIFY THAT THIS PLAN CONSTITUTES A
 CORRECT REPRESENTATION OF THE IMPROVEMENTS
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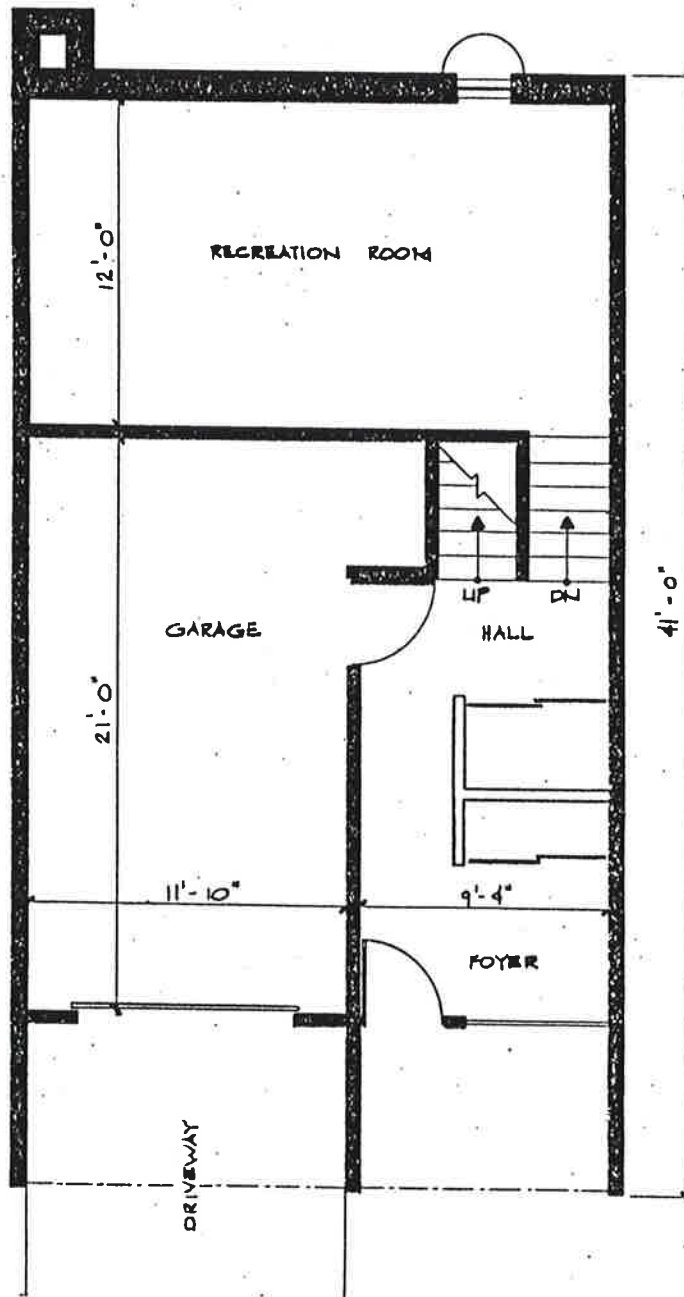
Steven A. Safary

N.J. REG. NO. 6-4446

 COMMON ELEMENT
 LIMITED COMMON ELEMENT

STEVEN A. SAFARY AIA
architect

63 OVERLOOK RD. U. MONTCLAIR, N.J. 07043



BASEMENT LEVEL

UNIT B-23,25,27,29,31,33

FLOOR PLAN AND COMMON ELEMENT DESIGNATION

ALL DIMENSIONS ARE APPROXIMATE.

I CERTIFY THAT THIS PLAN CONSTITUTES A
CORRECT REPRESENTATION OF THE IMPROVEMENTS
AND UTILITIES SHOWN.

STEVEN A. SAFARY

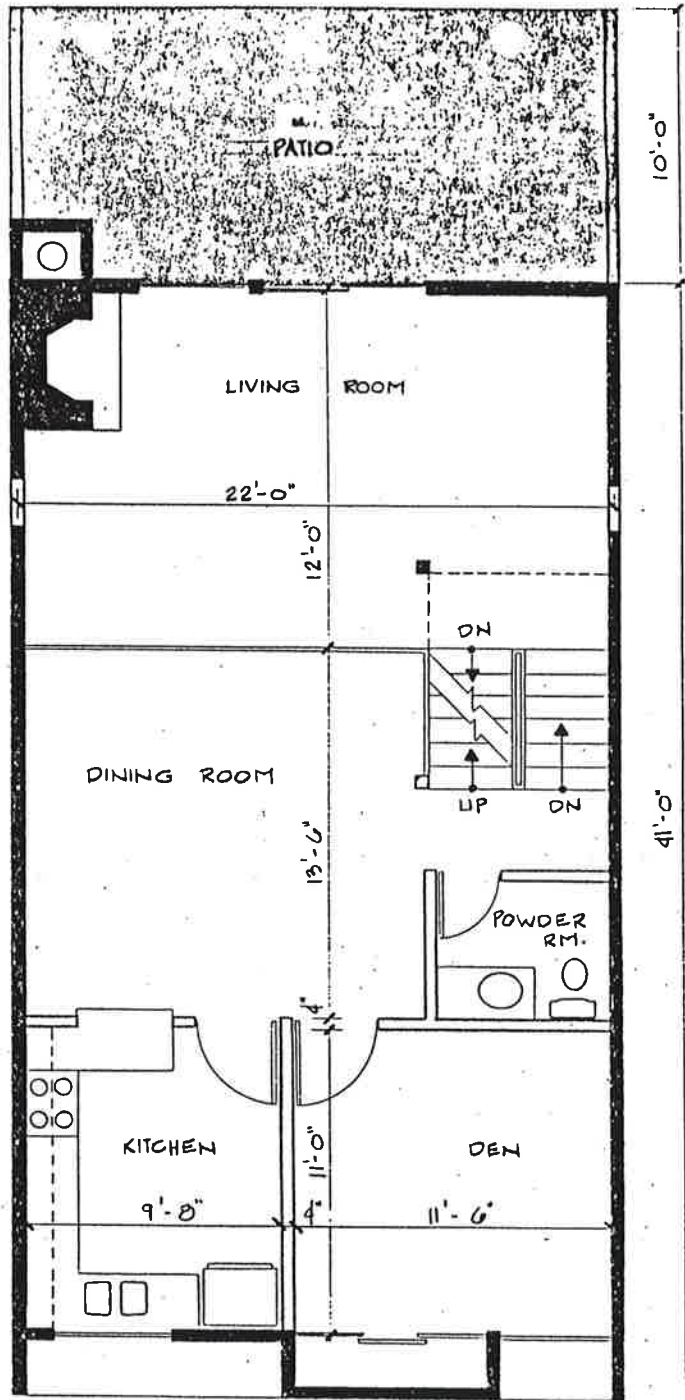
N.J. REG. NO. C-4440

 COMMON ELEMENT

 LIMITED COMMON
ELEMENT

STEVEN A. SAFARY AIA
architect

63 OVERLOOK RD. U. MONTCLAIR, N.J. 07043



FIRST LEVEL
UNIT B-25, 27, 29, 31, 33
 FLOOR PLAN AND COMMON ELEMENT DESIGNATION

ALL DIMENSIONS ARE APPROXIMATE.

I CERTIFY THAT THIS PLAN CONSTITUTES A
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 AND UNITS DEPICTED.

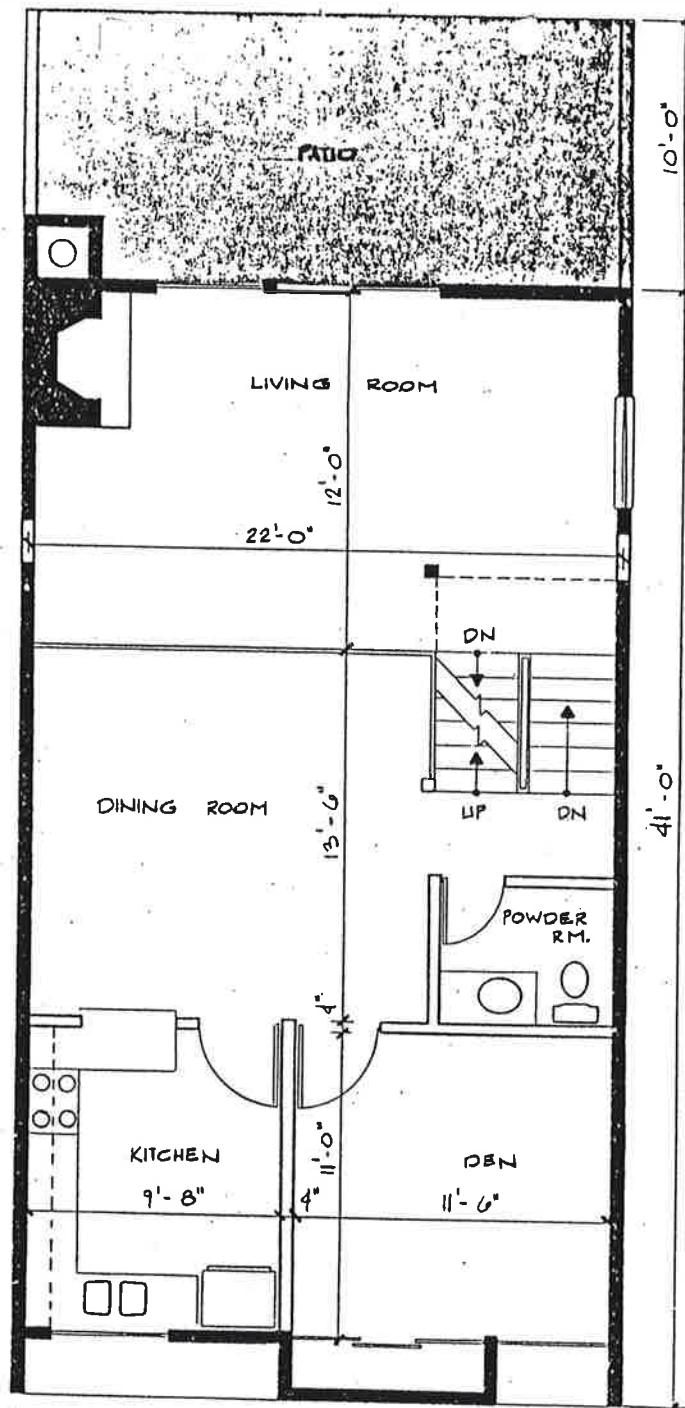
STEVEN A. SAFARY

N.J. REG. NO. C-4468

COMMON ELEMENT
 LIMITED COMMON ELEMENT

STEVEN A. SAFARY ALA
architect

63 OVERLOOK RD. U. MONTCLAIR, N.J. 07043



**FIRST LEVEL
UNIT B-23**

FLOOR PLAN AND COMMON ELEMENT DESIGNATION

ALL DIMENSIONS ARE APPROXIMATE.

I CERTIFY THAT THIS PLAN CONSTITUTES A
CORRECT REPRESENTATION OF THE IMPROVEMENTS
AND NOT OF THE

Steven A. Safary
STEVEN A. SAFARY

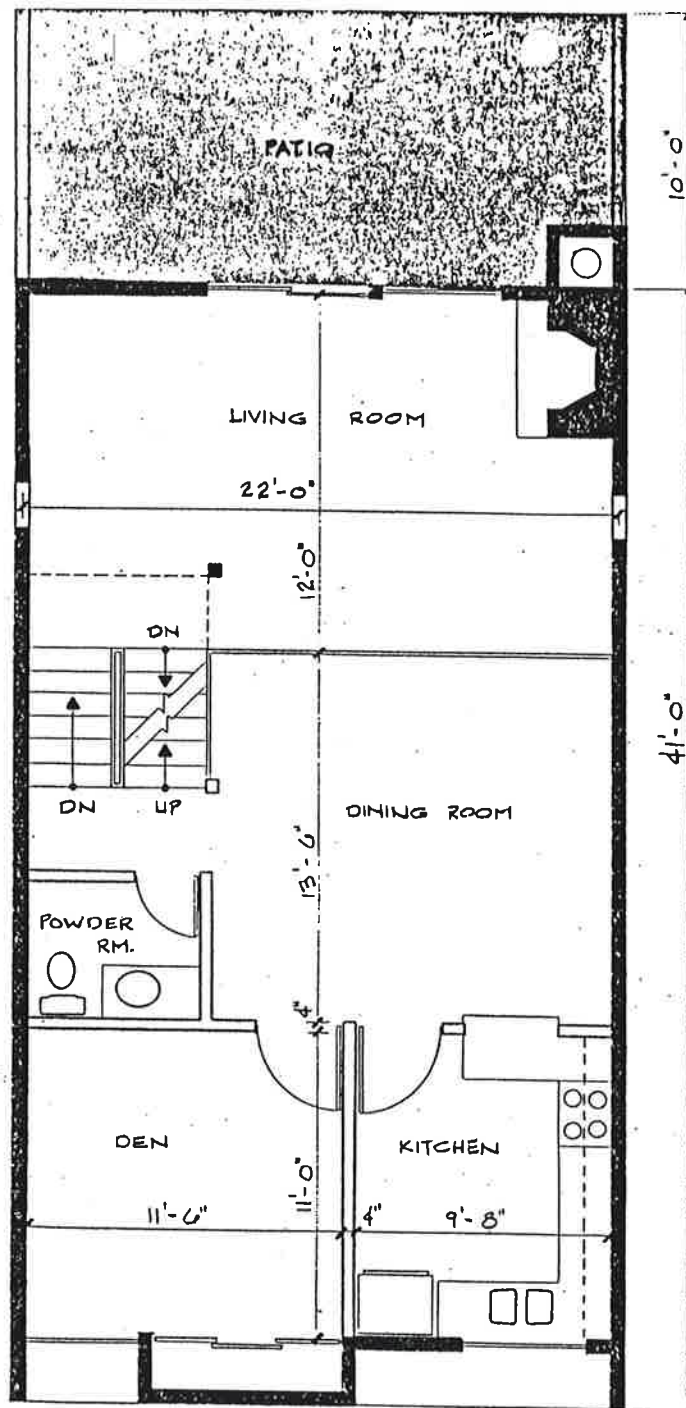
N.J. REG. NO. C-4462

COMMON ELEMENT

LIMITED COMMON
ELEMENT

**STEVEN A. SAFARY ALA.
architect**

63 OVERLOOK RD. U. MONTCLAIR, N.J. 07043





FIRST LEVEL
UNIT B-24, 26, 28, 30, 32
 FLOOR PLAN AND COMMON ELEMENT DESIGNATION

ALL DIMENSIONS ARE APPROXIMATE.

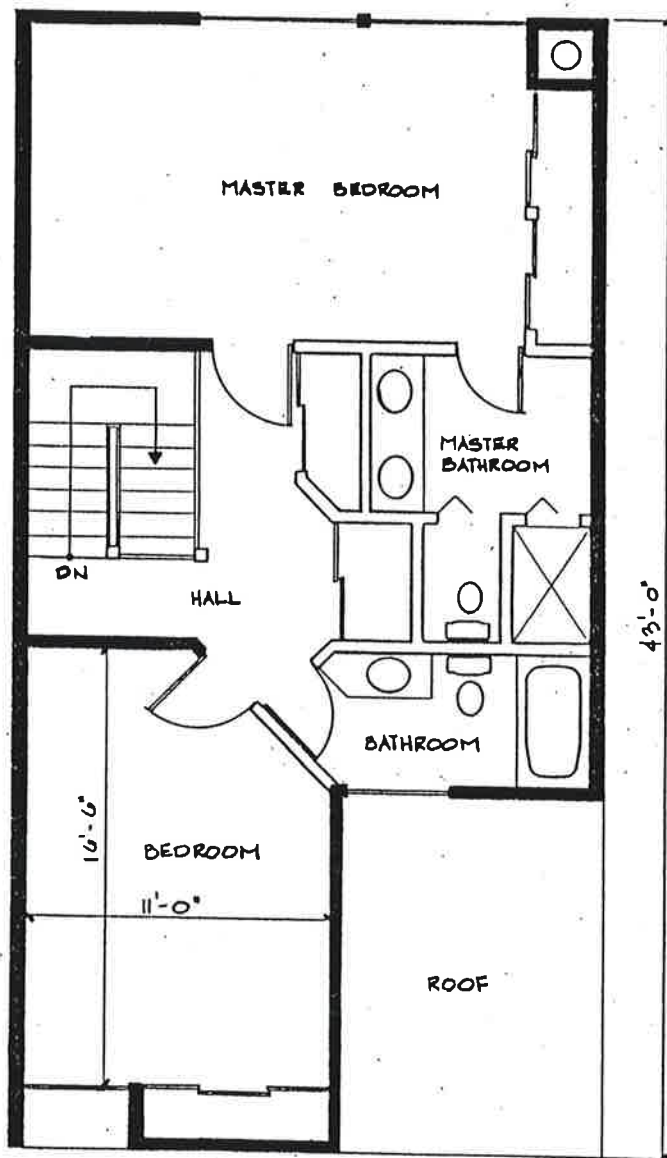
I CERTIFY THAT THIS PLAN CONSTITUTES A
 CORRECT REPRESENTATION OF THE IMPROVEMENTS
 AND UNITS DEPICTED

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 N.J. REG. NO. C-4468

 COMMON ELEMENT
 LIMITED COMMON ELEMENT

STEVEN A. SAFARY AIA.
architect

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**SECOND LEVEL
UNIT B-26,30,34**

FLOOR PLAN AND COMMON ELEMENT DISTRIBUTION

ALL DIMENSIONS AND APPROXIMATE.

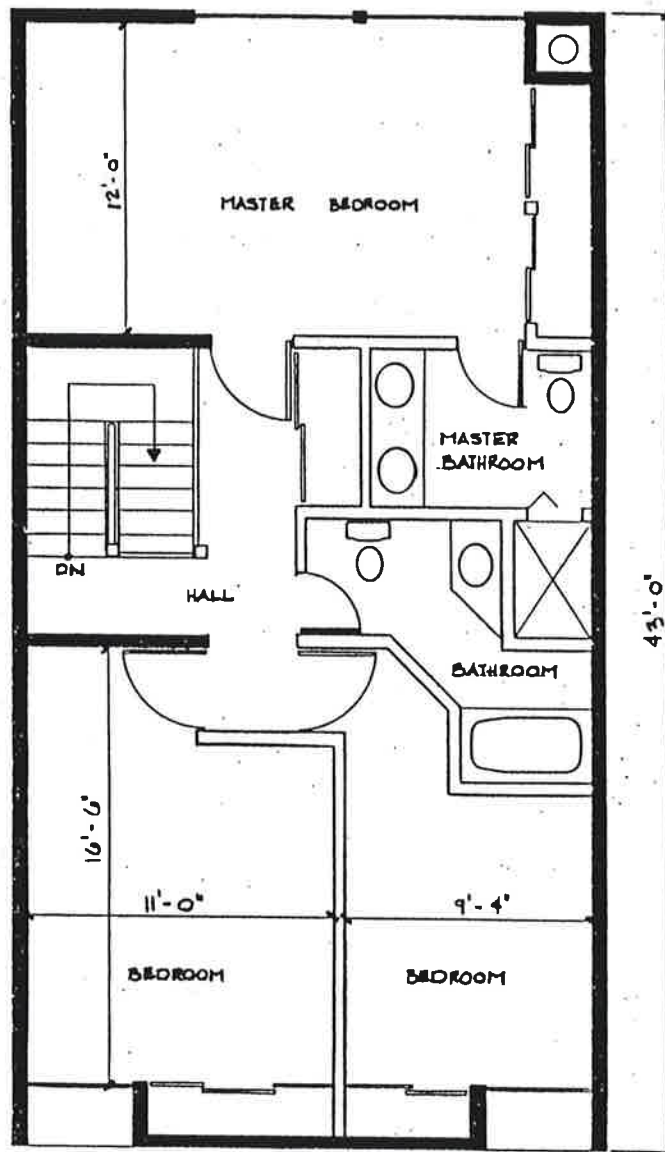
I CERTIFY THAT THIS PLAN CONSTITUTES A
CORRECT REPRESENTATION OF THE IMPROVEMENTS
AND UNITS DESIGNED.

STEVEN A. SAFARY
N.J. REG. NO. C-4468

COMMON ELEMENT
LIMITED COMMON
ELEMENT

STEVEN A. SAFARY AIA
architect

63 OVERLOOK RD. LI. MONTCLAIR, N.J. 07043



**SECOND LEVEL
UNIT B-24, 28, 32**

FLOOR PLAN AND COMMON ELEMENT DESIGNATION

ALL DIMENSIONS ARE APPROXIMATE.

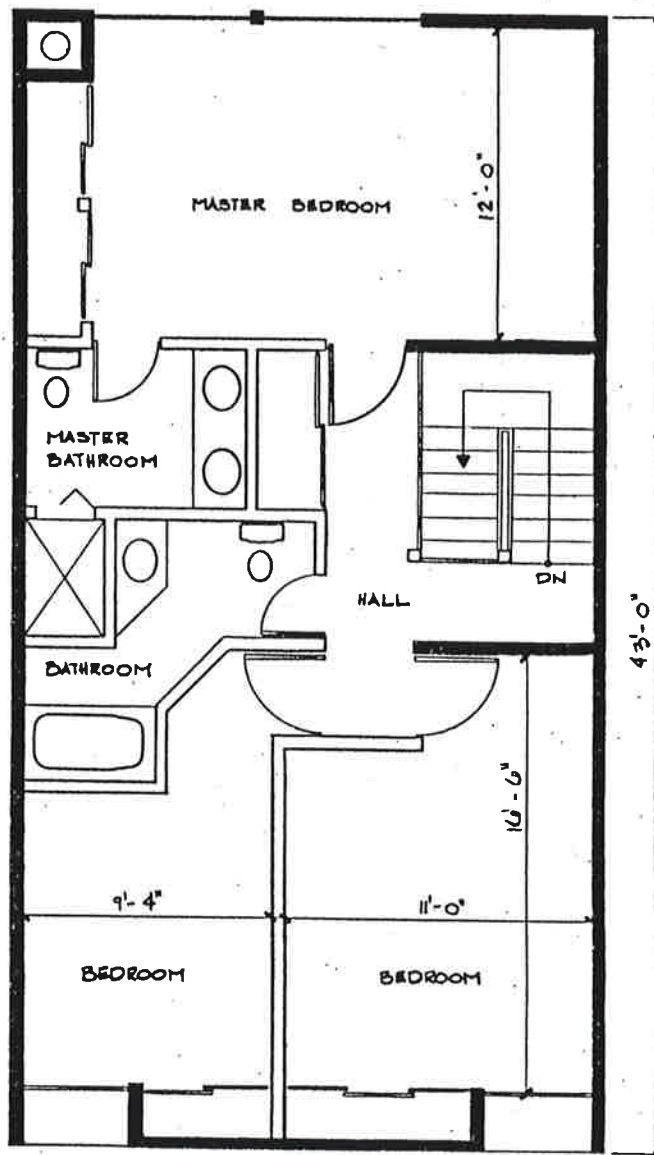
I CERTIFY THAT THIS PLAN CONSTITUTES A
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AND UNITS DEPICTED.

STEVEN A. SAFARY
N.J. REG. NO. C-4468

COMMON ELEMENT
 UNIMTED COMMON ELEMENT

STEVEN A. SAFARY AIA
architect

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**SECOND LEVEL
UNIT B-23,27,31**

FLOOR PLAN AND COMMON ELEMENT DESIGNATION

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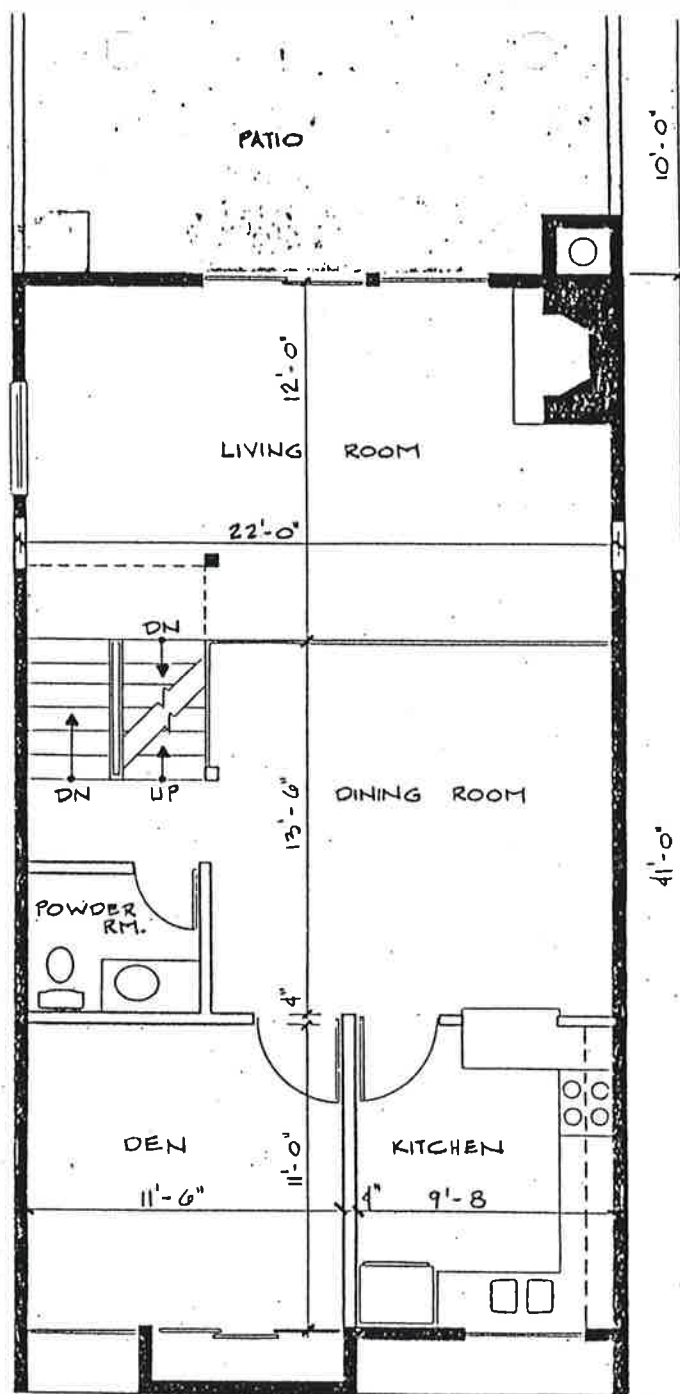
STEVEN A. SAFARY
N.J. REG. NO. C-4468

COMMON ELEMENT

LIMITED COMMON
ELEMENT

STEVEN A. SAFARY AIA
architect

63 OVERLOOK RD. U. MONTCLAIR, N.J. 07043



**FIRST LEVEL
UNIT B-34**

FLOOR PLAN AND COMMON ELEMENT DESIGNATION

ALL DIMENSIONS ARE APPROXIMATE.

I CERTIFY THAT THIS PLAN CONSTITUTES A
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AND UNITS DEPICTED.

Steven A. Safary

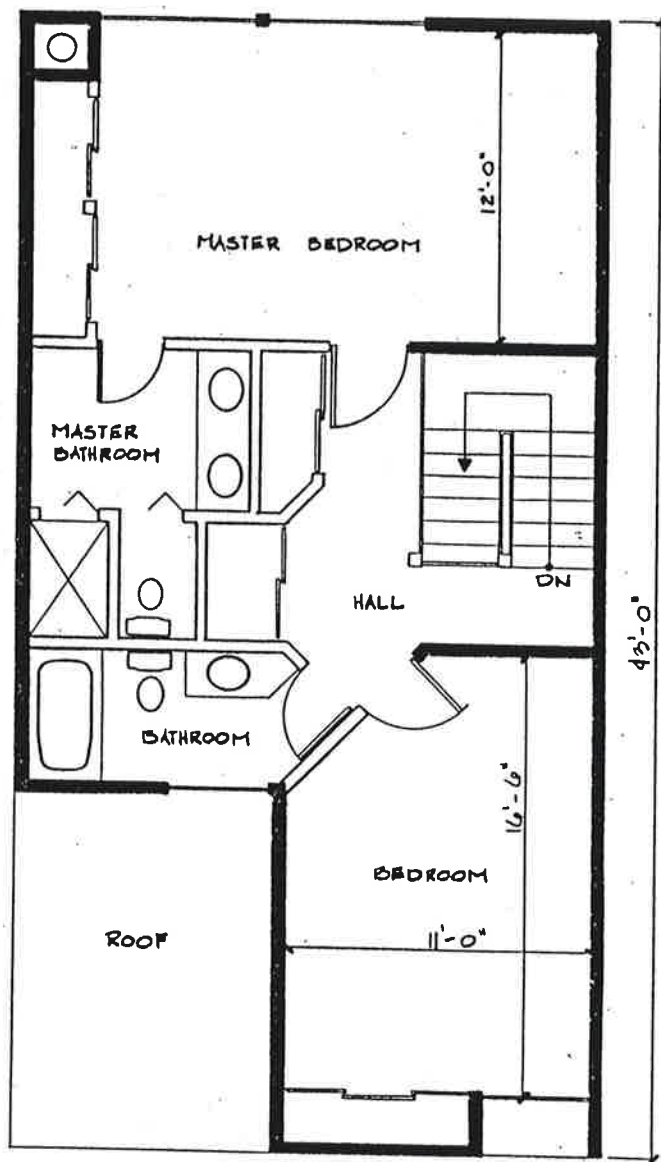
N.J. REG. NO. C-4468

 COMMON ELEMENT

 LIMITED COMMON
ELEMENT

**STEVEN A. SAFARY AIA
architect**

63 OVERLOOK RD. U. MONTCLAIR, N.J. 07043



**SECOND LEVEL
UNIT B-25,29,33**

FLOOR PLAN AND COMMON ELEMENT DESIGNATION

ALL DIMENSIONS ARE APPROXIMATE.

I CERTIFY THAT THIS PLAN CONSTITUTES A
CORRECT REPRESENTATION OF THE IMPROVEMENTS
AND UNITS DESCRIBED.

STEVEN A. SAFARY
N.J. REG. NO. C-4448

COMMON ELEMENT
 LIMITED COMMON
ELEMENT

STEVEN A. SAFARY AIA.
architect
63 OVERLOOK RD. U. MONTCLAIR, N.J. 07043



DESCRIPTION OF A PORTION
OF LOT 7, BLOCK 27B
IN THE BOROUGH OF ROCKAWAY
MORRIS COUNTY, NEW JERSEY

Beginning at a point on the southeasterly sideline of Rockwood Drive, said point being 790.37 feet along said sideline from the point where the easterly sideline of Rockwood Drive meets the southerly sideline of U.S. Route 46, and running thence

1. South 47° 36' 45" East 232.00 feet, and running thence
2. South 42° 23' 15" West 12.96 feet to a point on the Borough of Rockaway/Township of Denville boundary line, and running thence
3. Along said boundary line of the Borough of Rockaway and Township of Denville South 72° 35' 54" West 424.67 feet to a point on said boundary line, and running thence
4. North 29° 57' 45" West 101.73 feet to a point on the southeasterly sideline of Rockwood Drive, and running thence
5. Along said southeasterly sideline of Rockwood Drive North 60° 02' 15" East 226.70 feet to a point of curvature, and running thence
6. Still along said southeasterly sideline of Rockwood Drive on a curve to the left having a radius of 210.00 feet and a central angle of 17° 39' 00", a distance of 64.69 feet to a point of tangency, and running thence
7. Still along the southeasterly sideline of Rockwood Drive North 42° 23' 15" East 69.40 feet to the point and place of beginning.

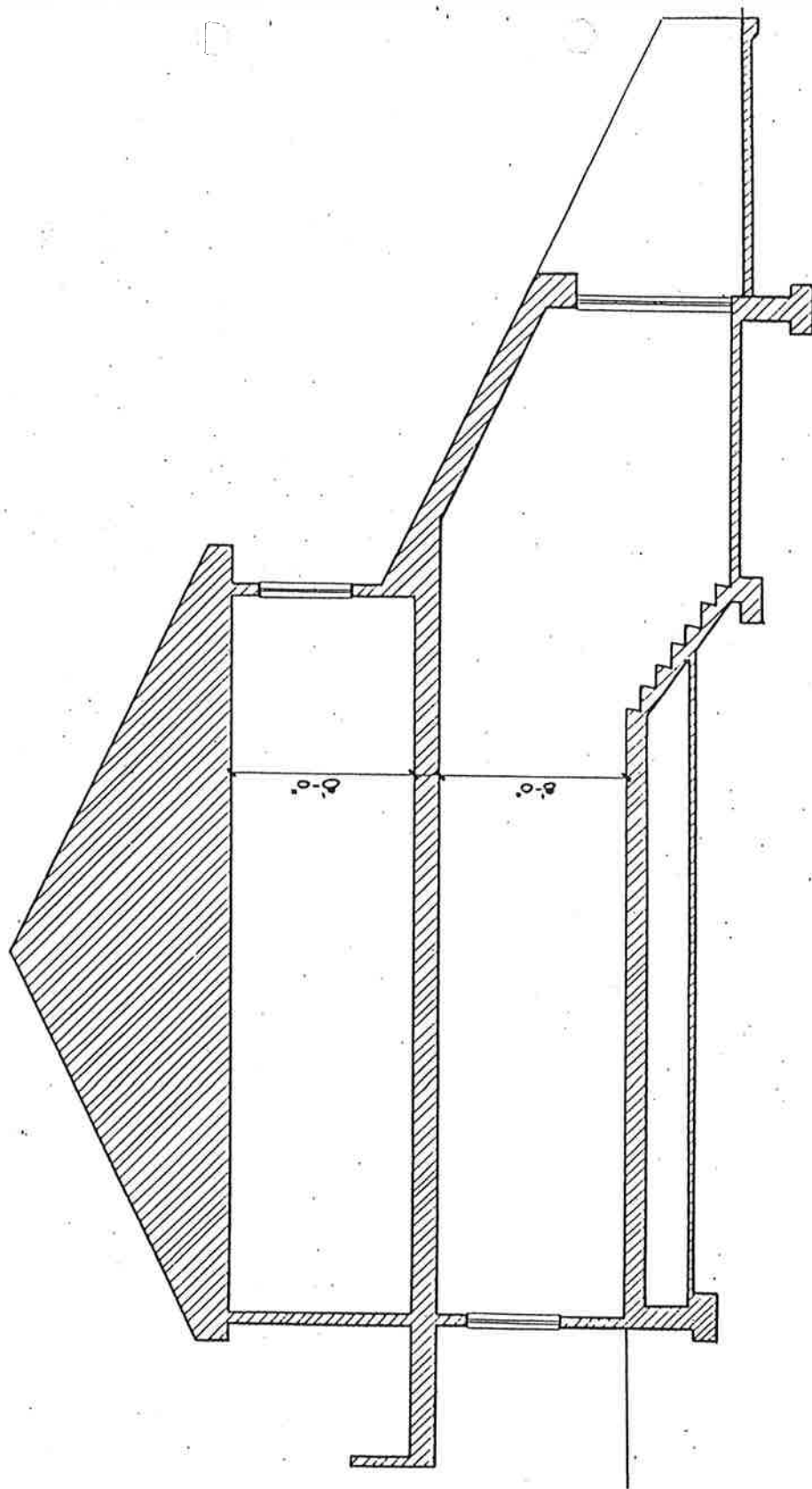
Containing 1.369 acres, more or less.

The above description having been drawn in accordance with a survey by Couvrette Associates, Inc.

EXHIBIT "C"

BOOK 2579 PAGE 648





ALL DIMENSIONS ARE APPROXIMATE.

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CORRECT REPRESENTATION OF THE IMPROVEMENTS
AND UNITS DEPICTED.

Steven A. Safary
N.J. REG. NO. C-4446

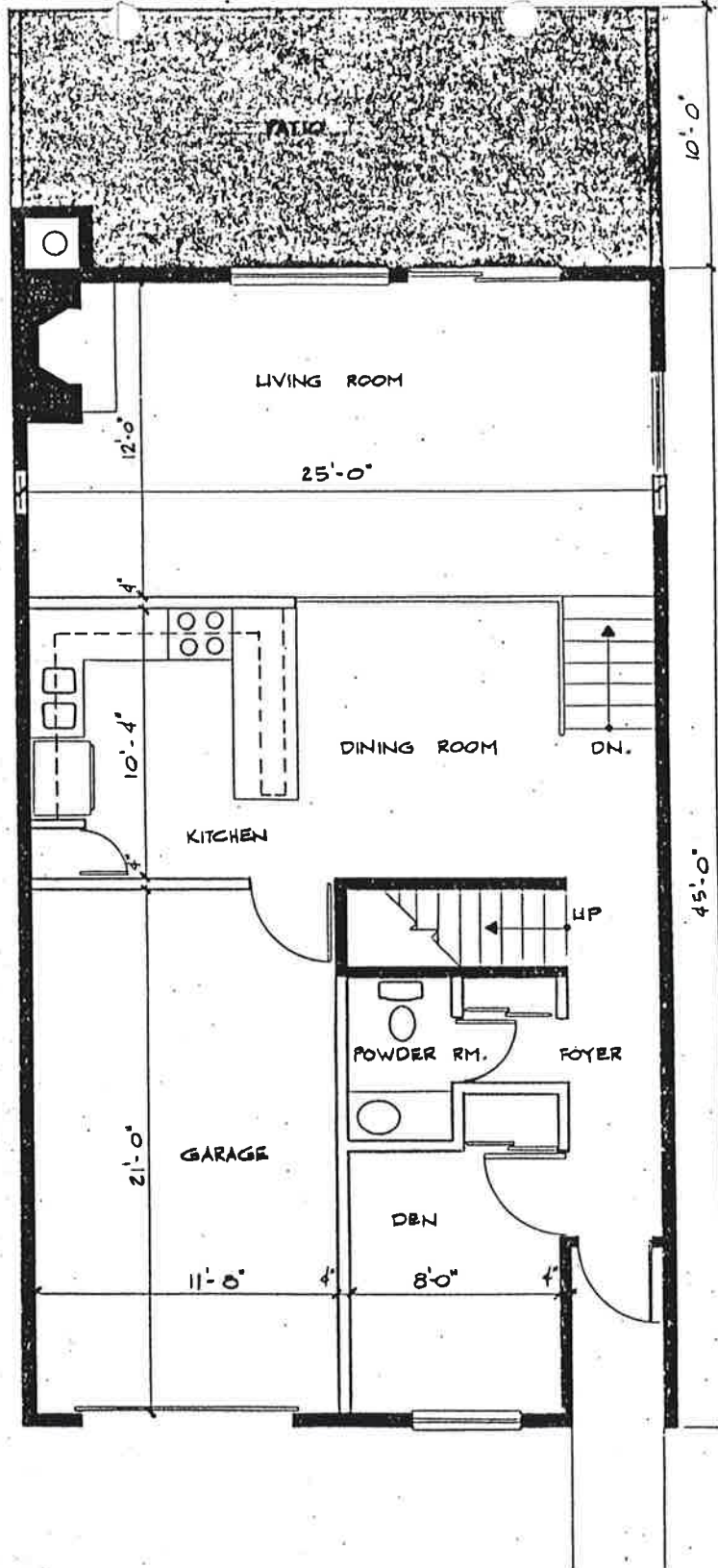
 COMMON ELEMENT

UNIT C SECTION

FLOOR PLAN AND COMMON ELEMENT INDICATION

STEVEN A. SAFARY AIA
architect

63 OVERLOOK RD. U. MONTCLAIR, N.J. 07043



**FIRST LEVEL
UNIT-C35**



FLOOR PLAN AND COMMON ELEMENT DESIGNATION

ALL DIMENSIONS ARE APPROXIMATE.

I CERTIFY THAT THIS PLAN CONSTITUTES A
COMPLETE REPRESENTATION OF THE IMPROVEMENTS
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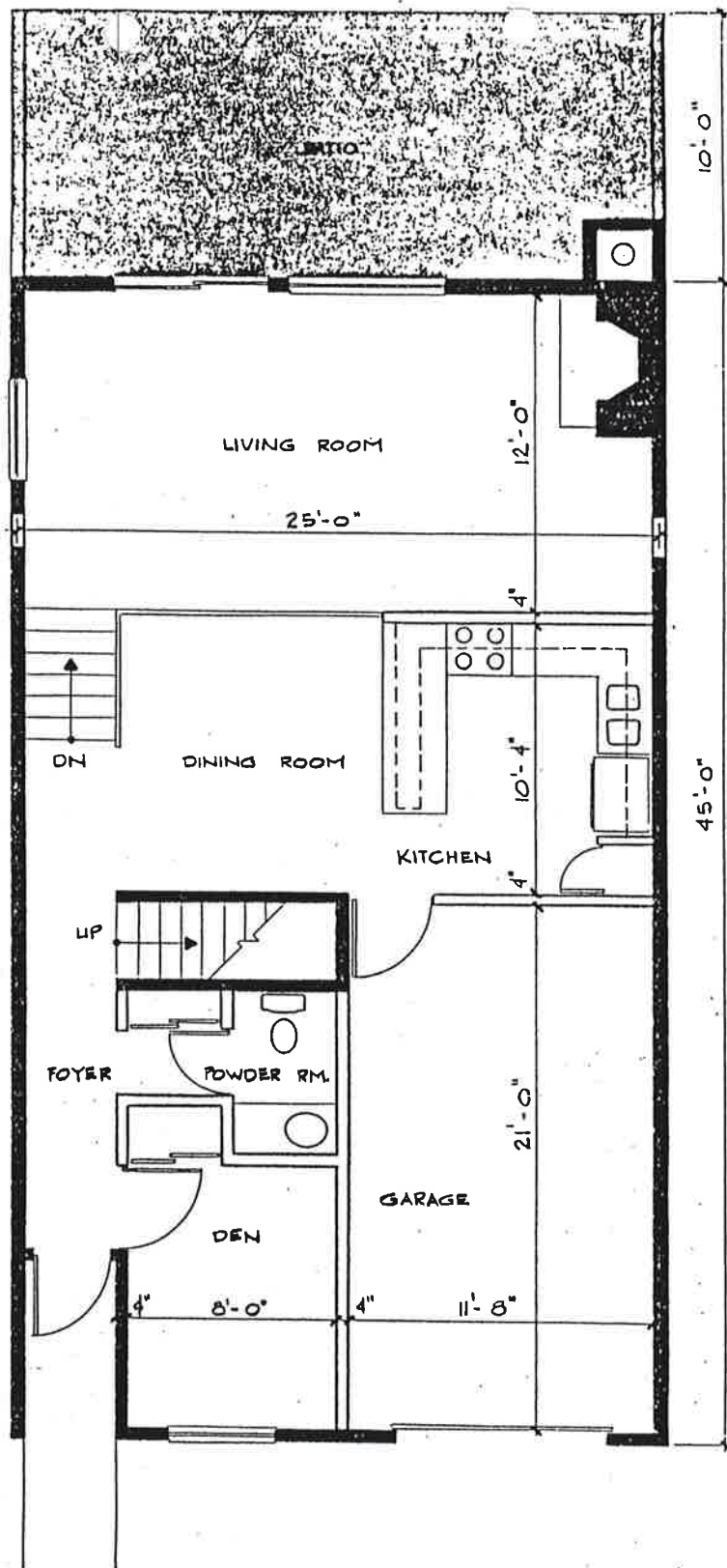
STEVEN A. SAFARY

N.J. REG. NO. C-4468

 COMMON ELEMENT
 LIMITED COMMON
ELEMENT

STEVEN A. SAFARY AIA
architect

63 OVERLOOK RD. U. MONTCLAIR, N.J. 07043



**FIRST LEVEL
UNIT C-46**

FLOOR PLAN AND COMMON ELEMENT DESIGNATION

ALL DIMENSIONS ARE APPROXIMATE.

I CERTIFY THAT THIS PLAN CONSTITUTES A
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AND UNITS DEPICTED.

STEVEN A. SAFARY

N.J. REG. NO. C-4468

 COMMON ELEMENT

 LIMITED COMMON
ELEMENT

STEVEN A. SAFARY AIA.
architect

63 OVERLOOK RD. U. MONTCLAIR, N.J. 07043