

10273

MASTER DEED

Grayco, Inc., a corporation of the State of New Jersey, having its principal office at 170 Change Bridge Road, Montville, Morris County, New Jersey 07045, hereinafter referred to as the "GRANTOR", does hereby make, publish and declare its intention and desire, and does hereby submit the lands and premises and the improvements to be constructed thereon owned by it and contiguous land which may be acquired by it in the Township of Montville, County of Morris and State of New Jersey, hereinafter being more particularly described, to the form of ownership known and designated as Condominium as provided by the Condominium Act of New Jersey (L. 1969, c. 257, eff. Jan 7, 1970) for the specific purpose of creating and establishing CAMPAGNA CONDOMINIUM and for the further purpose of defining the plan of unit ownership and imposing thereon certain restrictive and protective covenants for the benefit of said Condominium.

A. The land and premises owned by the GRANTOR, which are hereby made expressly subject to the provisions of this instrument, are described in Exhibit A annexed hereto and made a part hereof. A survey of said premises is set forth in Exhibit B annexed hereto and made a part hereof.

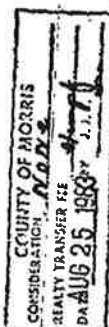
B. The building and improvements to be constructed on the land and premises shall consist of seventeen (17) identical buildings containing 136 residential units. Each building will contain eight (8) units. Four of the units shall be located on the first floor of the building and four units shall be located on the second floor. The eight units in each building shall be numbered 1 through 8. Units 1, 3, 5 and 7 shall be located on the first floor and Units 2, 4, 6 and 8 shall be located on the second floor of each building. Each building will be designated

Prepared by:

VINCENT S. ROSPOND, ESQ.  
ROSPOND, ROSPOND & CONTE, P.A.  
365 Broad Street  
Bloomfield, New Jersey 07003  
(CHARGE, RECORD & RETURN TO)

INSTRUMENT REC'D IN DEED

2087 163



JOSEPH J. BELL, Jr.  
Clerk - Morris County

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Chg.  
\$53.00

No. 104

by letters A through Q. Each unit will be identified by letter A through Q and 1 through 8 as set forth on Exhibit C.

2. The land, improvements thereon, common elements, units and the location and dimension thereof are graphically set forth as follows:

1. The land and improvements thereon, common elements, limited common elements and the respective location and identification of each unit is set forth on Exhibit C.

2. The approximate dimensions and floor plans of each unit are set forth in Exhibits D1 and D2.

3. The GRANTOR covenants and agrees that construction of the condominium units will be substantially in accord with the exhibits annexed hereto and any condominium units which are not completed at the time of the recording of this Master Deed shall be deemed, in all respects, when completed, to be subject to the provisions of this Master Deed.

4. Each of the said 136 units shall consist of (a) the volumes or cubicles of space enclosed by the unfinished inner surfaces of perimeter and interior walls, ceilings and floors thereof, including vents, doors, windows and such other structural elements that ordinarily are regarded as enclosures or space; and (b) all interior dividing walls and partitions (including the space occupied by such walls or partitions) except load-bearing interior walls and partitions; and (c) the decorated inner surfaces of said perimeter and interior walls (including decorated inner surfaces of all interior load-bearing walls), floors and ceilings, consisting of wallpaper, paint, plaster, carpeting, tiles and all other finishing materials affixed or installed a part of the physical structure of the unit, and all immediately visible fixtures, mechanical systems and equipment installed and for the sole and exclusive use of the unit,

commencing at the point of disconnection from the structural body of the building and from utility lines, pipes or systems serving the unit. No pipes, wires, conduits or other public utility lines of installations constituting a part of the overall systems designed for the service of the building, nor any of the structural members or portions of any kind, including fixtures and appliances within the unit, which is not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building, shall be deemed to be a part of any unit. The word "unit" when used throughout this Instrument, shall be deemed to refer to each of the aforesaid 136 units as herein described.

9. In recognition of the fact that completion of construction of all or some of the buildings and units may not have been accomplished prior to the recording of this Master Deed, then, in that event, if by reason of the construction, reconstruction, settlement or shifting of the buildings or in the design or construction of any unit, any part of the common elements encroaches or shall hereafter encroach upon any part of any unit, or if any unit encroaches or shall hereafter encroach upon any part of the common elements or any other unit, or if by reason of the design or construction of any utility systems, any mains, pipes, ducts, or conduits serving more than one unit encroaches or shall hereafter encroach upon any part of any unit, a valid easement shall exist for the maintenance of such encroachment for the benefit of any unit and the common elements, as the case may be, so long as all or any part of any building or buildings containing such units shall remain standing; provided, however, that the encroachments shall be minor in nature and not result from the wilful conduct of the GRANTOR herein. Subject to the terms of this paragraph, the actual location of each unit

shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered, notwithstanding any minor deviation or encroachment, either horizontally or vertically from the proposed location as indicated in the exhibits annexed hereto.

D. The Common Elements shall include the following general and limited common elements:

1. General Common Elements means

- (i) the land described herein;
- (ii) as to any improvement, the foundations, structural and bearing parts, supports, main walls, roofs, basements, halls, corridors, lobbies, stairways, entrances, exits and other means of access.
- (iii) yards, gardens, walkways, delivery parking areas and driveways, excluding any specifically reserved or limited to a particular unit or group of units;
- (iv) portions of the land or any improvement or appurtenance reserved exclusively for the management, operation or maintenance of the common elements or of the condominium property;
- (v) installations of all central services and utilities;
- (vi) all apparatus and installations existing or intended for common use;
- (vii) all other elements of any improvement necessary or convenient to the existence, management, operation, maintenance and safety of the condominium property or normally in common use and any other improvement not constituting a part of the condominium property intended for independent use.

2. The Limited Common Elements shall include all decks and patios appertaining to each respective unit, and one parking space assigned to each unit as set forth on Exhibit C.



E. The percentage of the undivided interest in the general and limited common elements appurtenant to each of the units shall be as set forth in Exhibit E.

F. The common expense shall be charged to unit owners and owners will own common surplus according to the percentage of their respective undivided interest in the common elements as set forth herein.

G. Each unit shall be entitled to one vote so that the total number of votes shall be 136.

H. This Master Deed (including the By-Laws) may be amended or supplemented in the manner set forth as follows:

1. Notice of the subject matter of the proposed amendment in reasonable detailed form shall be included in the notice of any meeting at which a proposed amendment or supplement is considered.

2. A resolution adopting a proposed amendment or supplement of the Master Deed may be proposed by either the Board of Trustees or Unit Owners and approved by the Unit Owners at a meeting called for this purpose. Unit Owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Such approvals must be by an affirmative vote of 66-2/3% vote of the unit owners.

3. Any amendment adopted shall be executed by the President or Vice President and attested by the Secretary in such a manner as qualifies the instrument setting forth the amendment for recording as a deed in the Clerk's Office of Morris County. Copies of the executed instrument setting forth the amendment to the Master Deed or any supplement thereto shall be sent to each unit owner in the manner provided for in the By-Laws for the giving of notices. But the same shall not constitute a condition precedent to the effectiveness of such amendment or supplement.

4. No amendment or supplement of this Master Deed shall change the description, dimension or location of a unit, nor change the proportionate undivided interest in the common elements of any unit appurtenant to each such unit, nor change the proportions or percentages and manner of sharing common expenses and owning surplus by any unit owners unless the owner of record of such unit affected and the holders of record of any mortgage or other lien thereon shall join in the execution of the amendment or supplement or execute a consent thereto with the formalities of a deed.

5. No amendment or supplement of this Master Deed which will impair the security of any mortgagee or lien holder shall be adopted without the consent of the affected mortgagee or lien holder.

6. GRANTOR hereby reserves the right to amend or supplement this Master Deed without the requirement of any vote, approval or consent of any unit owners or mortgagees or lien holders, in order to comply with the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association or any similar or successor entity in order to make mortgage loans to purchasers of units eligible for a purchase by all or any of the foregoing entities; or for the purpose of making this Master Deed comply with the mandatory provisions of the Condominium Act if it shall be deemed deficient in any way; provided, however, that no amendment or supplement of this Master Deed which will impair the security of any mortgage or lien holder shall be adopted without the consent of the affected mortgagee or lien holder. The developer shall not be permitted to cast any votes held by him for unsold lots, parcels, units or interests for the purpose of

amending the Master Deed, By-Laws, of any other document for the purpose of changing the permitted use of a lot, parcel, unit or interest, or for the purpose of reducing the common elements or facilities.

I. CAMPAGNA CONDOMINIUM shall be administered, supervised and managed by CAMPAGNA CONDOMINIUM CORPORATION, a non-profit corporation of the State of New Jersey, which shall act by and on behalf of the owners of the units in CAMPAGNA CONDOMINIUM in accordance with this instrument, the By-Laws of the Corporation annexed hereto, and in accordance with the Condominium Act of the State of New Jersey, its supplements and amendments. The said By-Laws form an integral part of this plan of ownership herein described, and this instrument shall be construed in conjunction with the provisions of said By-Laws. Pursuant to the requirements of the Condominium Act of the State of New Jersey CAMPAGNA CONDOMINIUM CORPORATION is hereby designated as the form of administration of CAMPAGNA CONDOMINIUM, and the said Corporation is hereby vested with the rights, powers, privileges and duties necessary or incidental to the proper administration of CAMPAGNA CONDOMINIUM, the same being more particularly set forth in the By-laws of CAMPAGNA CONDOMINIUM CORPORATION, hereunto attached. The said Corporation shall be empowered to exercise any of the rights, powers, privileges and duties which may, from time to time be established by law or which may be delegated to it by the owners or co-owners of units in CAMPAGNA CONDOMINIUM.

J. In order to further supplement the Condominium plan of ownership and to make feasible the ownership and sale of the units in CAMPAGNA CONDOMINIUM and to preserve the character of the community and to make possible the fulfillment of the purpose of

cooperative living intended, the GRANTOR, its successors and assigns, by reason of this declaration and all future owners of units in CAMPAGNA CONDOMINIUM by the acquisition of title thereto, covenant and agree that:

1. Each unit shall, for all purposes, constitute a separate parcel of real property which may be conveyed, devised, inherited, transferred or encumbered along with its allocated percentage in common elements, in the same manner as any other parcel of real property, independently or all other units, subject to the provisions of this instrument, the By-Laws of CAMPAGNA CONDOMINIUM CORPORATION and the Condominium Act of the State of New Jersey. No part of any unit shall be conveyed, devised, inherited, transferred or encumbered apart from the whole of said unit and its correlative percentage in the common elements.

2. Each unit shall be occupied and used by the respective owners only as a private residential dwelling for the owner, his family, tenants and social guests.

3. In the event that the buildings are partially or totally destroyed and are 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 encroaches upon another unit, a valid easement for such encroachment and for the maintenance thereof, so long as it stands, shall and does exist.

4. Each owner, tenant and occupant of a unit shall comply with the provisions of this Instrument and the By-Laws and Rules and Regulations of CAMPAGNA CONDOMINIUM CORPORATION, and failure to comply therewith shall be grounds for an action to recover any sums due, or damages or for injunctive relief.

5. No unit shall be leased or rented by the owners for a term of less than nine (9) months. This provision shall not apply to the GRANTOR, its successors and assigns.

6. Except for two domestic house pets, no animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or on the common elements.

7. No objects, improvements, decorations or furnishings shall be placed or made upon the decks and patios other than furniture and furnishings customarily used on decks and patios.

8. Each unit shall be subject to an easement to permit access to the unit with notice for purposes of repair or maintenance to the common elements and utility, water and telephone lines, ducts and flues.

9. The GRANTOR agrees for itself and its successors and assigns and every successor in interest to the premises or any part thereof that the GRANTOR, its successors and assigns, shall not discriminate upon the basis of race, marital status, sex, creed, or national origin in the sale, lease or rental or in the use or occupancy of the premises or any improvements erected thereon or to be erected thereon or any part thereof.

10. The use and occupancy of each unit shall be restricted to the following persons:

(i) Up to two (2) individuals both of whom are 55 years of age or older.

(ii) A man and wife, either one of whom is 55 years of age or older.

(iii) A single person over age 20 but under age 55 living with either of the above when the presence of said person is essential to the physical care or economic support of either of the above.

K. The entire Condominium Property or some or all of the units included herein, together with the undivided interest in common elements and limited common elements appurtenant to such units may be subject to a blanket mortgage or mortgages under the terms and conditions provided by N.J.S.A. 46:8B-23.

L. The covenants, agreements and restrictions set forth herein shall run with the land and be binding upon the GRANTOR, its successors and assigns and by all persons claiming by, through or under the GRANTOR, its successors and assigns.

M. Anything to the contrary in this Master Deed or the By-Laws or Articles of Incorporation notwithstanding, the following shall apply with respect to each institutional lender.

1. The prior written approval of each institutional lender is required for the following events.

(i) The abandonment or termination of the Condominium except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain.

(ii) Any material amendment to the Master Deed or to the By-Laws or Articles of Incorporation, including, but not limited to, any amendment which would change the percentage interests of the Unit Owners in the Condominium.

2. No unit in the Condominium may be partitioned or subdivided without the prior written approval of any institutional lender for each unit.

3. Any lien the Association may have on any unit in the Condominium for the payment of common expenses or assessments attributable to each Unit is subordinate to the lien or equivalent security interest of any first mortgage on the unit recorded prior to the date that any such common expense or assessment became due.

4. Any institutional lender shall upon request, (i) be permitted to inspect the books and records of the Corporation during normal business hours; (ii) receive an annual audited financial statement of the Corporation within ninety days following the end of any fiscal year of the Corporation; (iii) receive written notice of all meetings of the Corporation and be permitted to designate a representative to attend all such meetings; and (iv) receive written notice of any default in the payment of any common expense or assessment installment which is more than thirty days in arrears.

5. In the event of substantial damage to or destruction of any unit or any part of the common elements, any institutional lender which may be affected shall be entitled to timely written notice of any such damage or destruction. No unit owner or other party shall have priority over such institutional lender with respect to the distribution to such unit of any insurance proceeds.

6. If any unit or portion thereof, or the common elements or any portion thereof is made the subject matter of any condemnation eminent domain proceeding, or is otherwise sought to be acquired by a condemning authority, then the institutional lender(s) holding a first mortgage on the unit(s) is entitled to timely written notice of any such proceeding or proposed acquisition and no unit owner or other party shall have priority over such institutional lender with respect to the distribution to such unit(s) of the proceeds of any award or settlement.

7. Any institutional lender who holds a first mortgage lien on a unit who obtains title to the unit as a result of foreclosure of the first mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser in a fore-

closure sale, or their respective successors and assigns, is not liable for the share of common expenses or other assessments by the Association pertaining to such unit or chargeable to the former unit owner which 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.

8. Notwithstanding the absence of any express provision to such effect in the mortgage instrument, in the event that there is any default in the payment of any installment of a common expense assessment with respect to any unit, either regular or special, any institutional lender holding a 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.

N. Any management, employment, service or maintenance contract or contract for the supply of equipment or material shall be governed by the terms of N.J.S.A. 46:8B-12.2 and N.J.A.C. 5:26-8.5, and their supplements and amendments.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be signed by the proper corporate officers and the proper corporate seal to be hereunto affixed this 19<sup>th</sup> day of August, 1983.

ATTEST:

STEVEN I. MARCUS, Secretary

GREYCO, INC.

By

RICHARD A. PATIERNO, President



STATE OF NEW JERSEY )  
COUNTY OF MORRIS ) ss:

BE IT REMEMBERED, that on this 22<sup>ND</sup> day of August, 1983, before me, the subscriber, personally appeared STEVEN I. MARCUS, who, being by me duly sworn on his oath deposes and makes proof to my satisfaction that he is the Secretary of GREYCO, INC., that RICHARD A. PATIERNO 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; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and the said instrument signed and delivered by said President as and for the voluntary act and deed of said corporation, in the presence of deponent, who, thereupon subscribed his name thereto as attesting witness.

Sworn and subscribed to

before me this 22<sup>ND</sup>  
day of August, 1983.

*Carolyn Pompeo*

CAROLYN POMPEO  
Notary Public of New Jersey  
My Commission Expires Jan. 13, 1987

*STEVEN I. MARCUS*  
STEVEN I. MARCUS

Tract I

Beginning at a point on the easterly line of new Change Bridge Road, 66 feet wide, said point being on the division line between Lots 10 and 12-2 in Block 124, said point also being distant North 0 degrees 37 minutes 23 seconds West 574.48 feet from the intersection formed by said easterly line of new Change Bridge Road, if produced, and the northerly line of Horseneck Road, (33 feet from centerline), if produced, and running, thence;

- 1) Along said easterly line of Change Bridge Road, North 0 degrees 37 minutes 23 seconds West 102.67 feet to a point of curvature, thence;
- 2) Still along said line, on a curve to the right in a northerly direction having a radius of 997.00 feet an arc length of 430.54 feet to the point of tangency, thence;
- 3) Still along said line, North 24 degrees 07 minutes 09 seconds East 300.00 feet to a point of curvature, thence;
- 4) Still along said line, on a curve to the left in a northerly direction having a radius of 1063.00 feet an arc length of 109.99 feet to a point, thence;
- 5) North 88 degrees 45 minutes 40 seconds East 386.45 feet to a point, thence;
- 6) South 4 degrees 09 minutes 20 seconds East 805.61 feet to a point, thence;
- 7) Partly along the aforementioned line of Lot 12-2, Block 124, South 81 degrees 36 minutes 55 seconds West 700.36 feet to the point or place of beginning.

Exhibit A

Tract II

Westerly portion of Lot 10 Block 124  
Montville Twp., Morris County, N.J.

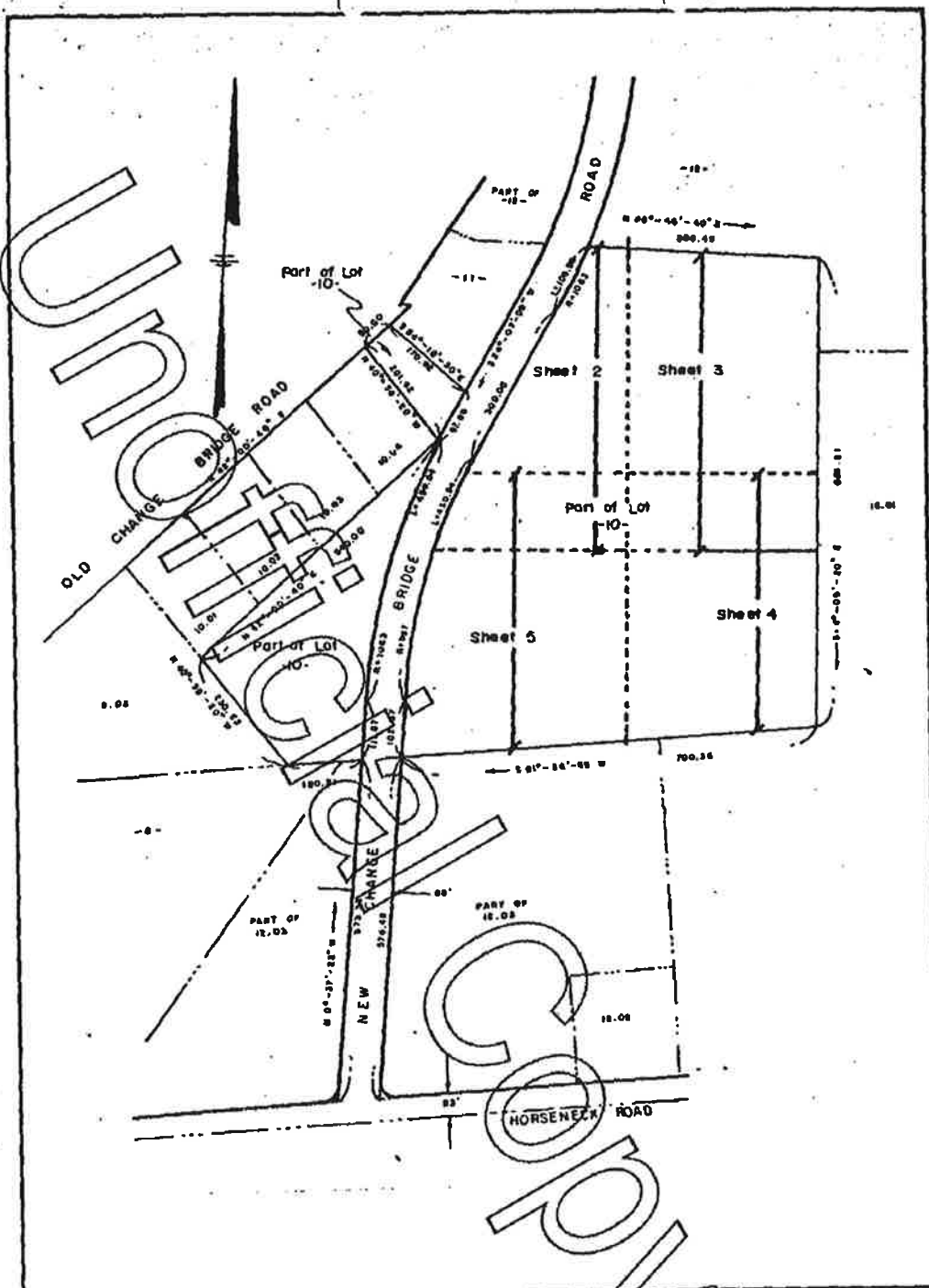
Beginning at a point on the westerly line of New Change Bridge Road, 66 feet wide, said point being on the division line between Lots 10 and 12-2 Block 124, said point being distant North 0 degrees 37 minutes 23 seconds West 573.33 feet from the intersection formed by said westerly line of new Change Bridge Road, if produced, and the northerly line of Horseneck Road, if produced 33 feet from centerline, and running, thence;

- 1) Along said division line between Lots 10 and 12-2 and partly along the northerly line of Lot 8, South 81 degrees 36 minutes 55 seconds West 120.31 feet to the northeasterly line of Lot 9.03 Block 124, thence;
- 2) Along said line of Lot 9.03 Block 124, North 40 degrees 56 minutes 20 seconds West 230.23 feet to a point, thence;
- 3) Running along the southeasterly line of Lots 10.01, 10.02, 10.03 and 10.04 Block 124, North 42 degrees 00 minutes 40 seconds East 540.00 feet to the easterly corner of said Lot 10.04, thence;
- 4) Along the northeasterly line of same, North 40 degrees 56 minutes 20 seconds West 201.52 feet to the northerly corner of same, said point being on the easterly line of the old Change Bridge Road, as widened to 33 feet from centerline, thence;
- 5) Along said easterly line, North 42 degrees 00 minutes 40 seconds East 50.00 feet to a point, thence;
- 6) South 54 degrees 10 minutes 30 seconds East 170.92 feet to a point on the aforesaid westerly line of new Change Bridge Road, thence;
- 7) Along said line, South 24 degrees 07 minutes 09 seconds West 97.89 feet to the point of curvature, thence;
- 8) Still along said line on a curve to the left in a southerly direction having a radius of 1063.00 feet an arc length of 459.04 feet to the point of tangency, thence;
- 9) Still along said line, South 0 degrees 37 minutes 23 seconds East 111.67 feet to the point or place of beginning.

The within premises are also known as Lot 10 in Block 124 on the Tax Map of the Township of Montville.

May 24 1982

**JOB NO.**



**SURVEY OF LOT 10 BLOCK 124  
PROPERTY OF CAMPAGNA CONDOMINIUMS**

Township of Montville, N.J.

County of Morris

Scale: 1" = 200'

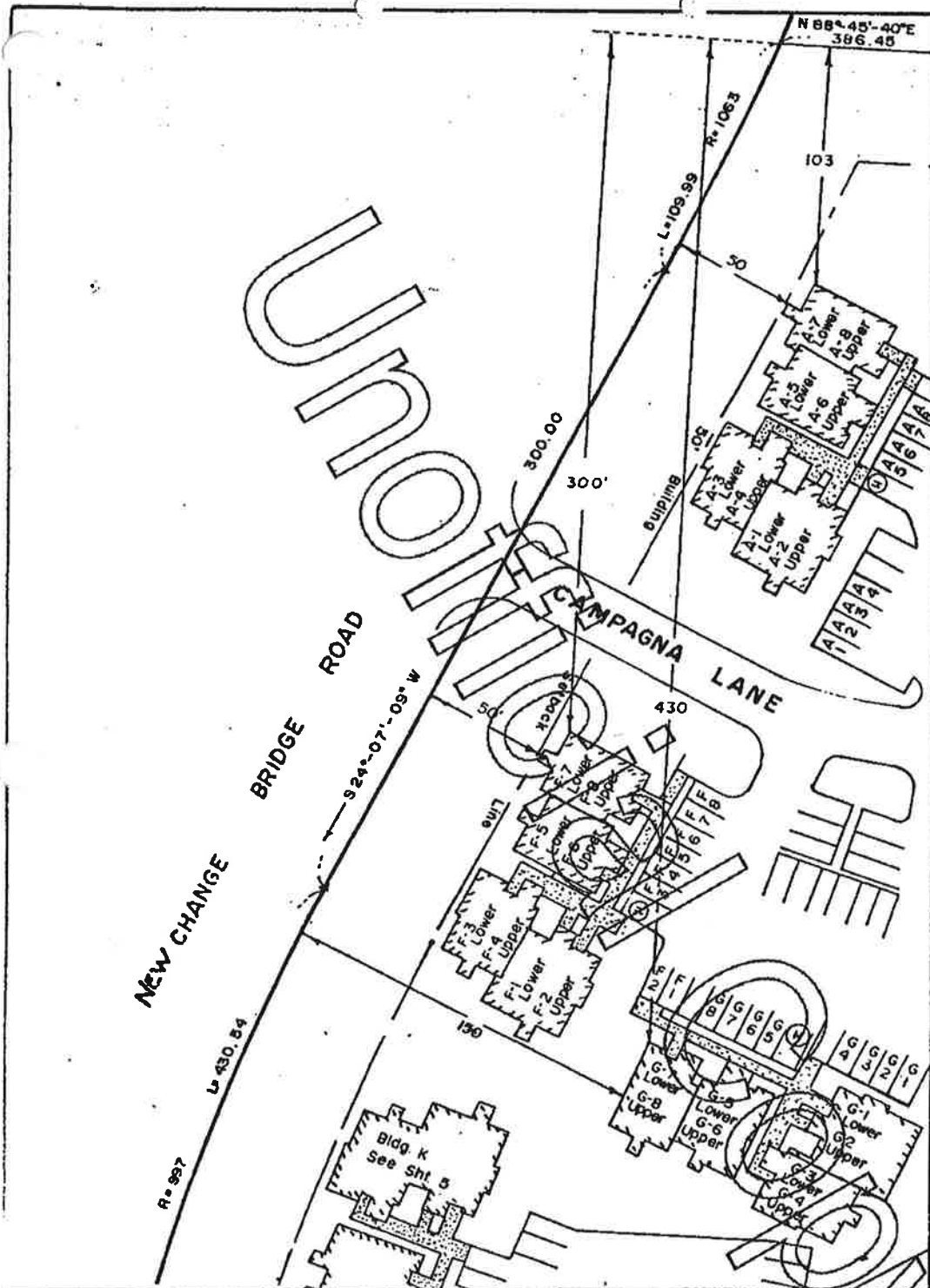
July 26, 1983

**RIGG ASSOCIATES, P.A.**  
1000 MAPLE AVENUE, GLEN ROCK, N.J. 07452  
BRUCE D RIGG P.E. L.S. N.J. Reg. No. 22726  
Prof. Planner N.J. Reg. No. 2523 Tel. (201) 465-0053

Exhibit-c  
S.D. 2687 JUNE 199

SHEET 1 OF 5

*Bruce D. Rigg*



**SURVEY OF LOT 10 BLOCK 124  
PROPERTY OF CAMPAGNA CONDOMINIUMS**

Township of Montville, N.J.

County of Morris

Scale: 1" = 50'

July 26, 1983

**RIGG ASSOCIATES, P.A.**  
 10 MAPLE AVENUE, GLEN ROCK, N.J. 07457  
 BRUCE D. RIGG PE LS. N.J. Reg No 22720  
 Prof. Planner N.J. Reg. No. 2523 - Tel. 1201/445-0053

Note (H) indicates handicapped space

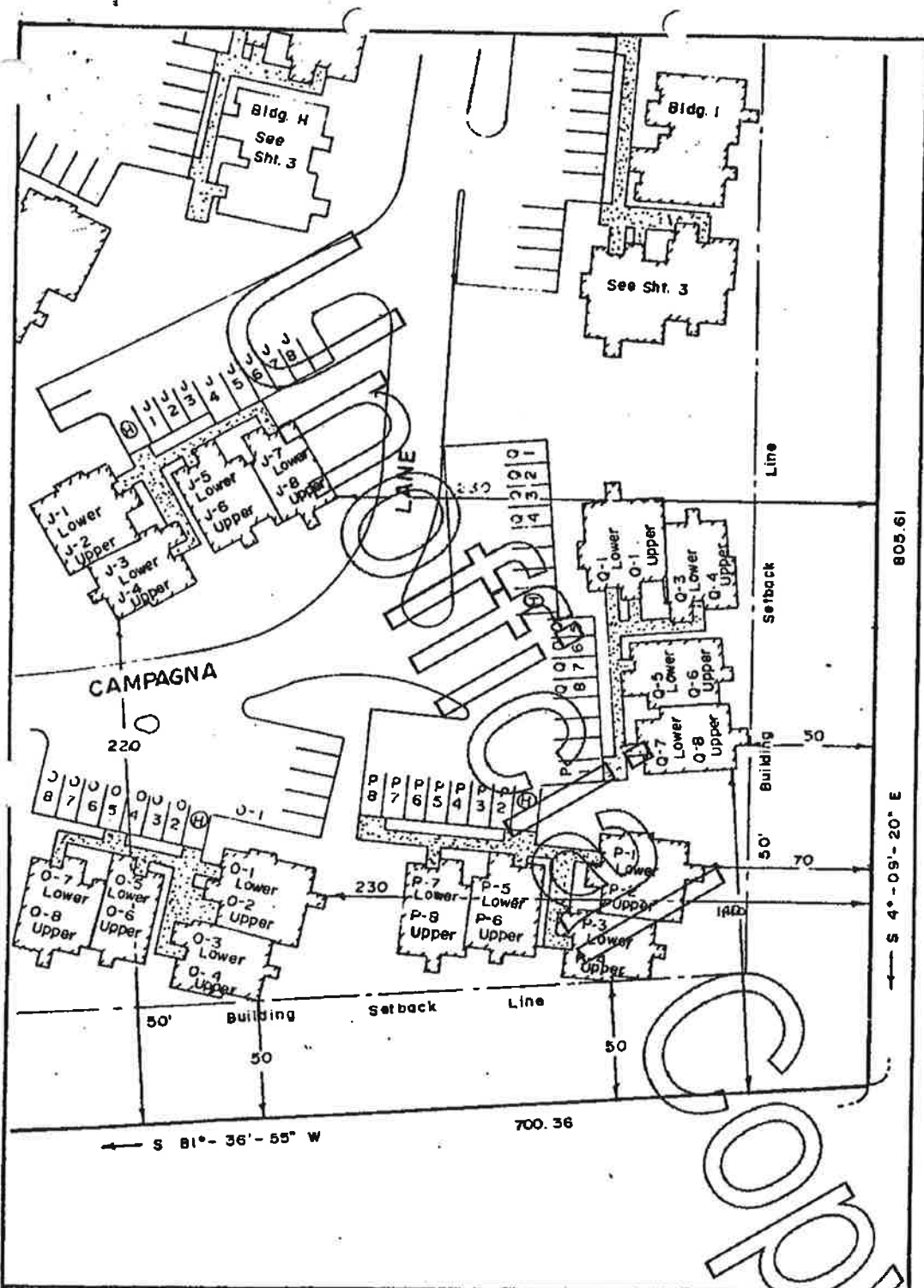
BOL-2687 PAGE 200

SHEET 2 OF 5

*Bruce D. Rigg*







# **SURVEY OF LOT 10 BLOCK 124 PROPERTY OF CAMPAGNA CONDOMINIUMS**

Township of Montville, N.J.

County of Morris

Scale: 1" = 50'

July 26, 1983

**RIGG ASSOCIATES, P.A.**

1000 MAPLE AVENUE, GLEN ROCK, N.J. 07452

RUCE D. RIGG PE LS. N.J. Reg. No. 22720

Prof. Planner N.J. Reg. No. 2523 - Tel. (201) 445-0053

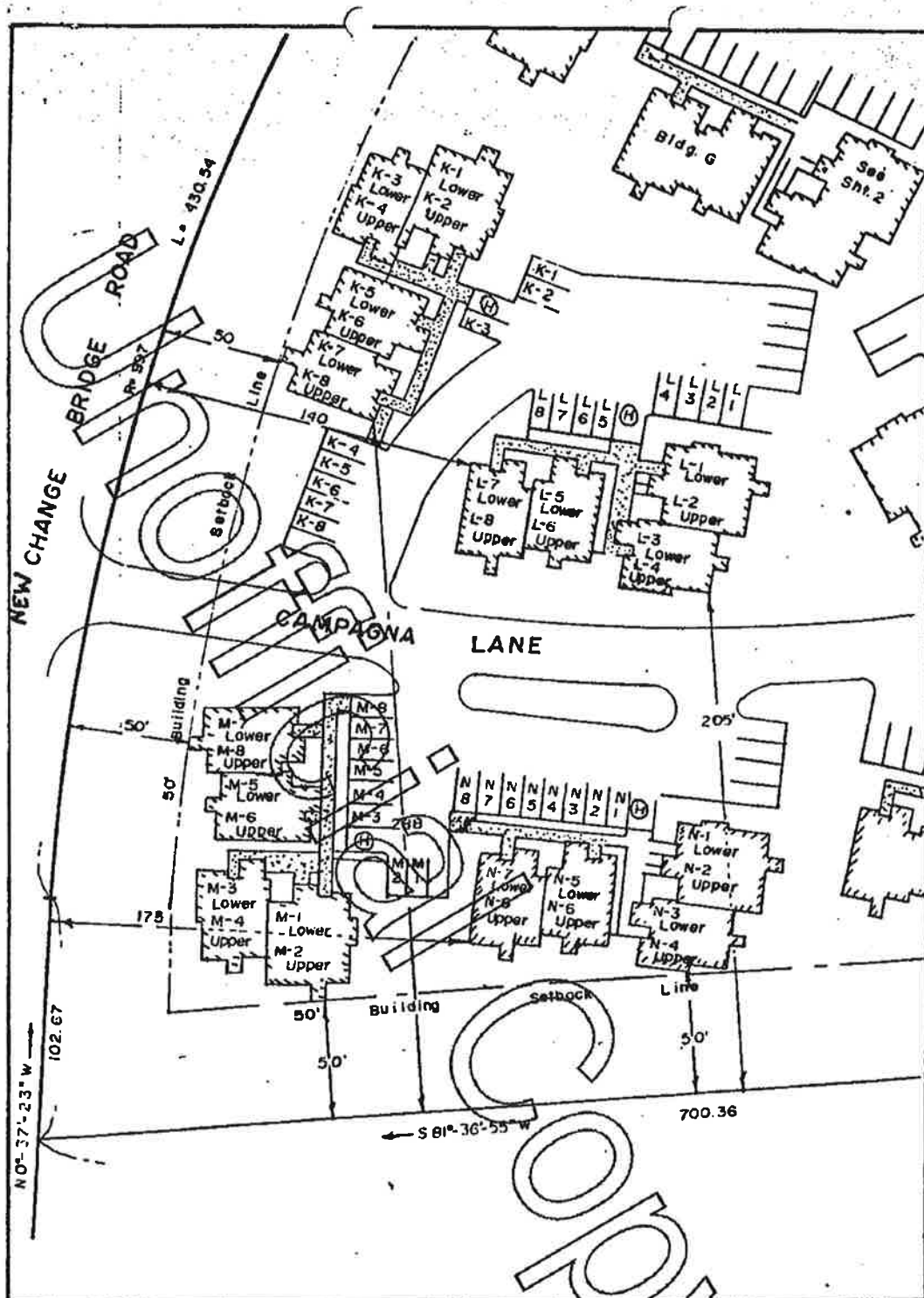
Note: (H) indicates handicapped spaces

BDL-2687 PAGE 202

*Ben DB*

**SHEET 4 OF 5**





**SURVEY OF LOT 10 BLOCK 124  
PROPERTY OF CAMPAGNA CONDOMINIUMS**

Township of Montville, N.J.

County of Morris

Scale: 1" = 50'

July 26, 1983

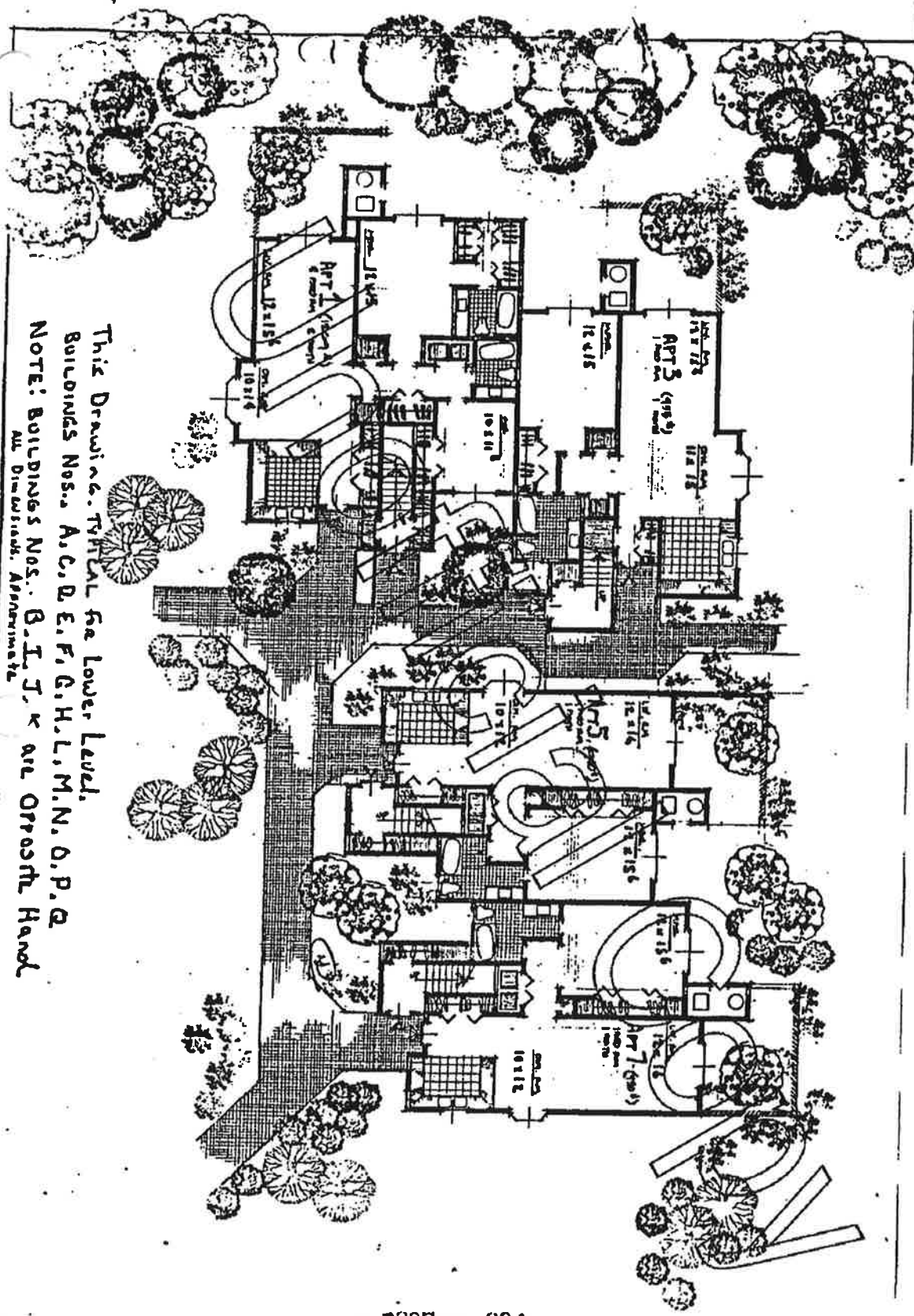
**RIGG ASSOCIATES, P.A.**  
1000 MAPLE AVENUE, GLEN ROCK, N.J. 07452  
BRUCE D. RIGG PE LS. N.J. Reg No 22120  
Prof. Planner N.J. Reg No 2523 - Tel (201) 645-8053

Note: (H) indicates handicapped space

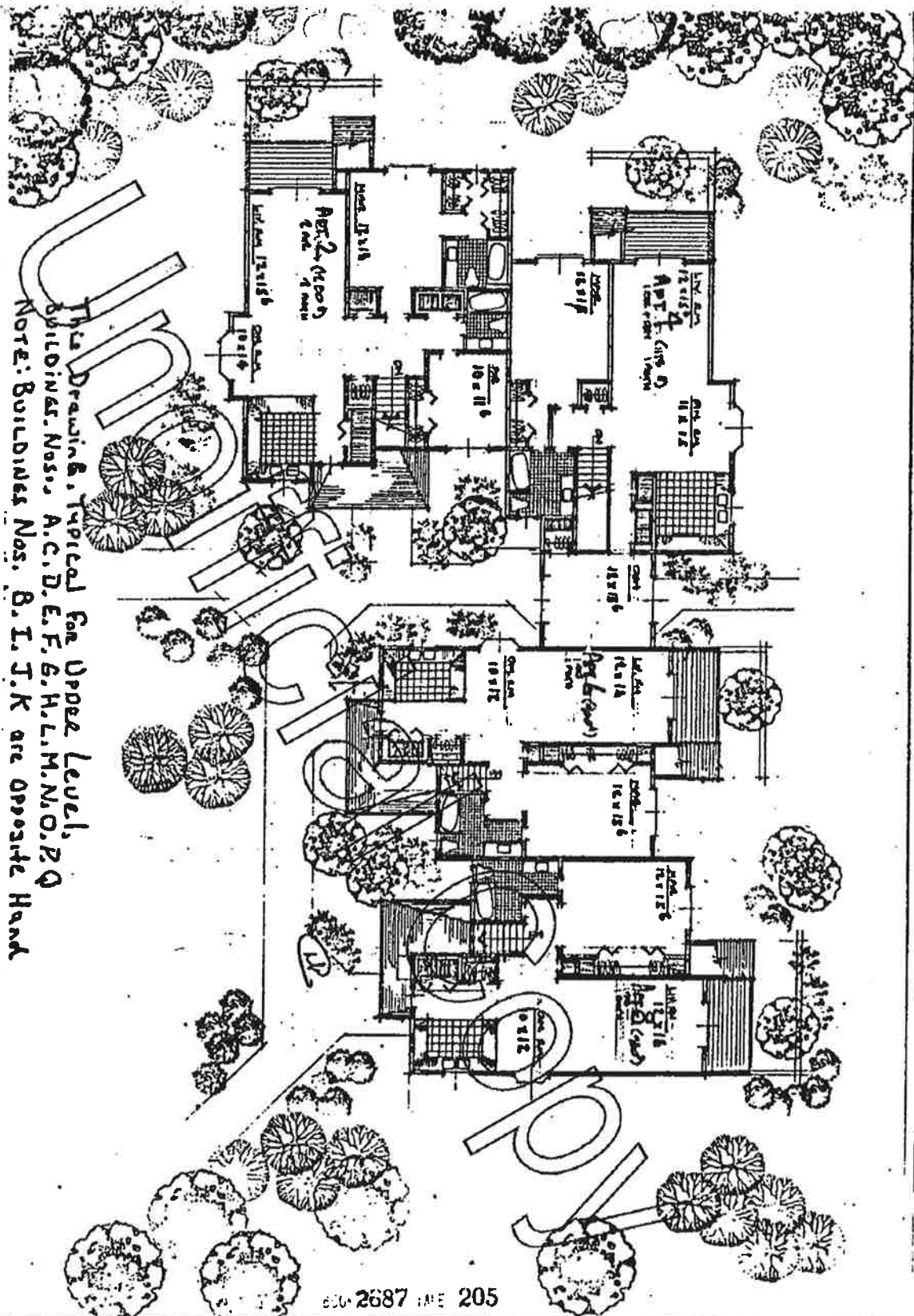
BOOK 2687 PAGE 203

SHEET 5 OF 5

*Bruce D. Rigg*



This Drawing. Typical for Lower Level.  
 BUILDINGS NOS. A, C, D, E, F, G, H, L, M, N, O, P, Q  
 NOTE: BUILDINGS NOS. B, I, J, K are Opposite Hand  
 All Dimensions. Approximate



This Drawing is Typical For Upper Level.  
 BUILDINGS NOS. A.C.D.E.F.G.H.L.M.N.O.P.Q  
 NOTE: BUILDINGS NOS. B.I.J.K are Opposite Hand

600-2687 LINE 205

Undivided Percentage Interest  
in Common Elements\*

<u>Unit</u>	<u>Sq. Footage</u>	<u>Percentage</u>
1	1269	.87830402
2	1280	.88591738
3	955	.66097742
4	1175	.81324446
5	950	.65751680
6	960	.66443803
7	950	.65751680
8	960	.66443803
	<hr/> 8499.00	<hr/> 558823530 x 17 = 100%

\* The undivided percentage interest  
in the common elements is the  
same for the respective units in  
each building.

Exhibit E

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20689

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*Joseph J. Belli*

MORRIS COUNTY CLERK FIRST AMENDMENT TO MASTER DEED  
OF CAMPAGNA CONDOMINIUM

Greyco, Inc., a corporation of the State of New Jersey, having its principal office at 170 Change Bridge Road, Montville, Morris County, New Jersey, 07045, hereinafter referred to as the "GRANTOR", does hereby make, publish and declare the following Amendments to a certain Master Deed dated August 22, 1983, and recorded on August 25, 1983, in the Office of the Clerk of Morris County in Deed Book 2687 at page 163 et seq.

1. In order to correct the typographical error, paragraph J(1) which is page 8 of the Master Deed and recorded at page 170 in the Book aforesaid shall read as follows:

"1. Each unit shall, for all purposes, constitute a separate parcel of real property which may be conveyed, devised, inherited, transferred or encumbered along with its allocated percentage in common elements, in the same manner as any other parcel of real property, independently of all other units, subject to the provisions of this instrument, the By-Laws of CAMPAGNA CONDOMINIUM CORPORATION and the Condominium Act of the State of New Jersey. No part of any unit shall be conveyed, devised, inherited, transferred or encumbered apart from the whole of said unit and its correlative percentage in the common elements."

2. In order to correct the typographical error, in Article III, Section 10, of the By-Laws which is page 4 of said By-Laws and recorded at page 179 of the aforesaid Book, the first sentence thereof shall read as follows:

"Section 10. Order of Business at Annual Meetings: The order of business at the annual meeting of the Unit Owners of the Corporation shall be:"

Prepared by:

*Ralph G. Conte*  
RALPH G. CONTE  
An Attorney at Law of  
New Jersey  
INSTRUMENT REC'D IN DEED

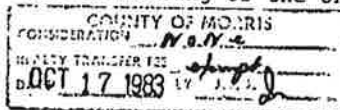


EXHIBIT C-1

ECN 2696 PAGE 373

*Response Request*  
*Chg*  
\$15.00  
*Stamp*

3. Section 9 of Article IV of the By-Laws which is located on page 9 of the By-Laws and recorded at page 184 of the aforesaid Book shall read as follows:

"Section 9. Meetings to be Conducted After Unit Owners Other Than Grantor are Entitled to Elect a Member of the Board of Trustees: Within thirty days after the unit owners, other than the GRANTOR, are entitled to elect a member of the Board of Trustees, the Corporation shall call and give not less than twenty nor more than thirty days notice of, a meeting of the unit owners to elect members of the Board of Trustees. The meeting may be called and the notice be given by any unit owner of the Corporation if the Corporation fails to do so."

4. Section 4(1) of Article VI of the By-Laws which is on page 15 of said By-Laws and recorded at page 190 in the aforesaid Book shall read as follows:

"(1) Open and maintain bank accounts on behalf of the Corporation and designate the signatories required therefor, one of whom shall be the Treasurer."

5. The Master Deed shall be amended by the addition of the following paragraph:

"O. Nothing contained herein to the contrary shall serve to exculpate members of the Board of Trustees appointed by the sponsor from their fiduciary responsibilities."

6. The Master Deed shall be amended by the addition of the following paragraph:

"P. While the sponsor maintains a majority of the Board of Trustees, it shall make no additions, alterations, improvements or purchases not contemplated in the Public Offering

Statement which would necessitate a special assessment or a substantial increase in the monthly assessment unless required by a government agency, title insurance company, mortgage lender or in the event of an emergency."

7. The Master Deed shall be amended by the addition of the following paragraph:

"2. When a member of the Board of Trustees who has been elected by unit owners other than sponsor is removed or resigns that vacancy shall be filled by a unit owner other than sponsor."

8. The By-Laws are hereby amended to add the following:

"ARTICLE XII

Nothing contained herein to the contrary shall serve to exculpate members of the Board of Trustees appointed by the sponsor from their fiduciary responsibilities."

9. The By-Laws are hereby amended to add the following:

"ARTICLE XIII

While the sponsor maintains a majority of the Board of Trustees, it shall make no additions, alterations, improvements or purchases not contemplated in the Public Offering Statement which would necessitate a special assessment or a substantial increase in the monthly assessment unless required by a government agency, title insurance company, mortgage lender or in the event of an emergency."

10. The By-Laws are hereby amended to add the following:

"ARTICLE XIV

The developer shall not be permitted to cast any votes held by him for unsold lots, parcels, units or interests for the purpose of amending the Master Deed, By-Laws or any other document



for the purpose of changing the permitted use of a lot, parcel, unit or interest, or for the purpose of reducing the common elements or facilities."

11. Exhibit E recorded at page 206 of the aforesaid Book is amended as set forth on Amended Exhibit E annexed hereto.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be signed by its proper corporate officers and the proper corporate seal to be affixed hereto this 5th day of October, 1983.

GREYCO, INC.

By

Richard A. Patierno, President

ATTEST:


Steven I. Marcus, Secretary

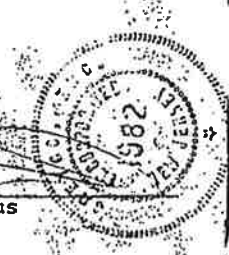
STATE OF NEW JERSEY )  
COUNTY OF MORRIS ) ss:

BE IT REMEMBERED, that on this 5th day of October, 1983, before me, the subscriber, personally appeared STEVEN I. MARCUS, who, being by me duly sworn on his oath deposes and makes proof to my satisfaction that he is the Secretary of GREYCO, INC., that RICHARD A. PATIERNO 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 Trustees of the said corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and the said instrument signed and delivered by said President as and for the voluntary act and deed of said corporation, in the presence of deponent, who, thereupon subscribed his name thereto as attesting witness.



Sworn and subscribed to  
before me this 5th  
day of October , 1983.

  
Steven I. Marcus



  
STEPHANIE KRIZA  
Notary Public of New Jersey  
My Commission Expires Feb. 10, 1987

RECORD & RETURN TO:

ROSPOND, ROSPOND & CONTE, P.A.  
165 Broad Street  
Bloomfield, New Jersey 07003

Undivided Percentage Interest  
in Common Elements\*

<u>Unit</u>	<u>Sq. Footage</u>	<u>Percentage</u>
1	1269	.87830402
2	1286	.88591738
3	956	.66097742
4	1175	.81324446
5	950	.65751680
6	960	.66443803
7	950	.65751680
8	960	.66443803
	8499.00	5.882353 x 17 = 100%

\*The undivided percentage interest  
in the common elements is the  
same for the respective units in  
each building.

AMENDED EXHIBIT E

72265

SECOND AMENDMENT TO MASTER DEED  
OF CAMPAGNA CONDOMINIUM

Greyco, Inc., a corporation of the State of New Jersey, having its principal office at 170 Change Bridge Road, Montville, Morris County, New Jersey, 07045, hereinafter referred to as the "GRANTOR", and Campagna Condominium Corporation with offices at 170 Change Bridge Road, Montville, Morris County, New Jersey, 07045, hereinafter referred to as the "CORPORATION", do hereby make, publish and declare the following Second Amendment to a certain Master Deed dated August 22, 1983, and recorded on August 25, 1983, in the Office of the Clerk of Morris County in Deed Book 2687 at page 163 et seq., which was amended by the First Amendment to Master Deed dated October 5, 1983, and recorded on October 17, 1983, in the Office of the Clerk of Morris County in Deed Book 2696 at page 373 et seq.

1. Paragraph J (10) recorded at page 171 of Book 2687 is hereby amended to read as follows:

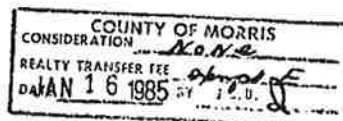
"10. The use and occupancy of each unit shall be restricted to the following persons:

(i) Up to two (2) individuals, both of whom are 48 years of age or older.

(ii) A man and wife, either one of whom is 48 years of age or older.

(iii) A single person over age 20 but under age 48 living with either of the above when the presence of said person is essential to the physical care or economic support of either of the above."

Prepared by: *Ralph G. Conte*  
RALPH G. CONTE, ESQ.



*Ralph G. Conte*  
*Chg.*  
*14 06*

INSTRUMENT REC'D IN DEED

BOOK 2770 PAGE 311

*Tax exempt*

IN WITNESS WHEREOF, the GRANTOR and CORPORATION have caused these presents to be signed by their proper corporate officers and the proper corporate seal to be affixed hereto this

16 day of ~~December~~ <sup>January</sup>, 1984.

ATTEST:

Susan Paterno  
Secy.



GREYCO, INC.

BY

Richard A. Paterno  
RICHARD A. PATERNO, President

ATTEST:

Susan Paterno  
Secy.



CAMPAGNA CONDOMINIUM CORPORATION

BY

Richard A. Paterno  
President

STATE OF NEW JERSEY)  
COUNTY OF MORRIS ) ss:

BE IT REMEMBERED, that on this 16 day of ~~December~~ <sup>January</sup>, 1984, before me, the subscriber, personally appeared SUSAN PATERNO, who, being by me duly sworn on his oath deposes and makes proof to my satisfaction that he is the Secretary of GREYCO, INC., that RICHARD A. PATERNO 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 Trustees of the said corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and the said instrument signed and delivered by said President as and for the voluntary act and deed of said corporation, in the presence of deponent, who, thereupon subscribed his name thereto as attesting witness.

Sworn and subscribed to before me this 16 day of ~~December~~ <sup>January</sup>, 1984.

Susan Paterno Secy.



Carolyn Pompeo  
CAROLYN POMPEO  
Notary Public of New Jersey  
My Commission Expires 1-13-1987

STATE OF NEW JERSEY)  
COUNTY OF MORRIS )ss:

BE IT REMEMBERED, that on this 16 day of <sup>January</sup> ~~December~~, 1985, before me, the subscriber, personally appeared SEAN PANDEAN, who, being by me duly sworn on his oath deposes and makes proof to my satisfaction that he is the ~~Sec~~ Secretary of CAMPAGNA CONDOMINIUM CORPORATION, that Richard Putnam 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 Trustees of the said corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and the said instrument signed and delivered by said President as and for the voluntary act and deed of said corporation, in the presence of deponent, who, thereupon subscribed his name thereto as attesting witness.

Sworn and subscribed to  
before me this 16 day  
of ~~December~~, 1985  
<sup>January</sup>

Susan Petriano SEC

Carolyn F. Pender  
CAROLYN F. PENDER  
Notary Public of New Jersey  
My Commission Expires Jan. 1, 1987

RECEIVED

JAN 16 12 46 PM '85

James J. Bell Jr.  
MORRIS COUNTY CLERK

CHARGE, RECORD & RETURN TO:

ROSPOND, ROSPOND & CONTE, P.A.  
365 Broad Street  
Bloomfield, New Jersey 07003

PREPARED BY:

888

*Joseph A. Alessi*

JOSEPH S. ALESSI ESQ.

48 RTE. 46, PO BOX 621

PINE BROOK, N.J. 07058

THIRD AMENDMENT TO MASTER DEED  
OF CAMPAGNA CONDOMINIUM

89669

CAMPAGNA CONDOMINIUM CORPORATION, a Non-Profit Corporation of the State of New Jersey, having its principal offices located at 136 Changebridge Road, in the Township of Montville, County of Morris, and State of New Jersey, formed by virtue of a certain Master Deed dated August 19, 1983, and recorded in the Morris County Clerk's Office on August 25, 1983, in deed book 2687, at page 163, et seq., and amended by FIRST AMENDMENT TO MASTER DEED OF CAMPAGNA CONDOMINIUM, dated October 5, 1983 and recorded in the Morris County Clerk's Office on October 17, 1983, in deed book 2696, at page 373, et seq., and further amended by SECOND AMENDMENT TO MASTER DEED OF CAMPAGNA CONDOMINIUM, recorded in the Morris County Clerk's Office on January 16, 1985, in deed book 2770, at page 311, et seq., does hereby amend its Master Deed with the Revised By-Laws, adopted by the Unit Owners on May 12, 1988 at the annual meeting of Unit Owners, and unanimously ratified by the Board of Trustees on July 11, 1988. Now therefore the complete text of the Revised By-Laws is as follows:

REVISED BY-LAWS

of the

CAMPAGNA CONDOMINIUM CORPORATION.  
(ADOPTED MAY 12, 1988)

ARTICLE I  
NAME AND PURPOSE

The name of this Corporation shall be CAMPAGNA CONDOMINIUM CORPORATION. This Corporation shall be responsible for the administration and management of the Condominium and Condominium Property, including, but not limited to, the conduct of all activities of common interest to the unit owners. This Corporation shall be a non-profit corporation organized pursuant to the provisions of N.J.S.A. 15:1-1, et seq.

ARTICLE II  
APPLICATION OF BY-LAWS AND MASTER DEED

All present and future owners, mortgagees, lessees and occupants of units and their employees, guests and any other persons who may use the facilities of the Property in any capacity or manner, are subject to these By-Laws, the Master Deed and the Rules and Regulations adopted thereunder.

ARTICLE III  
MEMBERSHIP AND MEETINGS OF THE CORPORATION

Section 1. Membership and Place of Meetings: The Unit Owners of the Condominium shall constitute the membership of the

COUNTY OF MORRIS	
CONSIDERATION	NONE
REALTY TRANSFER FEE	STATE
DATE	OCT 6 1988
A. W. S.	

INSTRUMENT REC'D IN DEED

BOOK 3041 PAGE 0219

RECEIVED

OCT 6 12 14 PM '88

*Joseph A. Alessi*  
MORRIS COUNTY CLERK

Corporation. The Corporation shall hold meetings at the Condominium Property or at such other place within the State of New Jersey as the Corporation shall authorize and designate.

Section 2. Annual Meetings: Annual meetings of the Corporation shall be held on March 1st of each year, or as soon thereafter as is convenient. The first annual meeting shall take place as soon as practicable after the recording of this Master Deed and By-Laws. A quorum of Unit Owners being present at the annual meeting shall be required for action to be taken; and a majority of votes, in person or by proxy, shall be sufficient on those matters which are to be voted upon. Trustees shall be elected at each annual meeting by a ballot of a majority of the members entitled to vote. The members may also transact such other business as may properly come before the meeting.

Section 3. Special Meetings: Special meetings of Unit Owners may be called by the President whenever he deems such a meeting advisable, or shall be called by the Secretary when so ordered by the Board of Trustees, or upon the written request of members representing not less than twenty-five (25%) percent of all of the votes entitled to be cast at such meeting. Such request shall state the purpose(s) of such meeting and/or the matters proposed to be acted upon. Unless Unit Owners representing at least fifty (50%) percent of all votes entitled to be cast request a special meeting, no special meeting may be called to consider any matter which is substantially the same as a matter voted upon at any meeting of the Unit Owners held during the preceding twelve (12) months, which determination shall be made in the sole and absolute discretion of the Board.

Section 4. Unit Owners Entitled to Notice: The Unit Owners entitled to notice of any meeting of the Corporation, or any adjournment thereof, or for the purpose of any other action, shall be the Unit Owners at the date the notice is given, as listed on the official list thereof, maintained by the Secretary.

Section 5. Notice of Meeting: Notice of meetings of the Unit Owners of the Corporation shall be in writing. Such notice

shall set forth the purpose of the meeting and shall be mailed or delivered to the Unit Owners at their apartments or to such other address as they shall have designated to the Secretary in writing, not less than ten (10) nor more than ninety (90) days prior to the date of the meeting.

Section 6. Waiver of Notice: Notice of meetings need not be given to any Unit Owner who signs a waiver of notice, whether before or after the meeting. The attendance of any Unit Owner at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting of any lack of proper notice of such meeting, shall constitute a waiver of notice of the meeting by him.

Section 7. Quorum of Unit Owners: A quorum at Unit Owners' meetings shall consist of Unit Owners holding thirty-three (33%) percent or more of the ownership interest in the general common elements as set forth in the Master Deed. The subsequent joinder of a Unit Owner in the action taken at a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such person for the purpose of determining a quorum. Once a quorum is present to organize a Unit Owners meeting, it cannot be broken by the subsequent withdrawal of a Unit Owner or Owners; however, the remaining Unit Owners present may, in any event, adjourn the meeting notwithstanding the absence of a quorum.

Section 8. Voting: Unit Owners shall be entitled to one vote for each unit owned. Unit Owners shall not be entitled to vote at any meeting when they are in arrears for more than sixty days in the payment of the common expense or assessment. Each vote shall be cast by the Unit Owner of record, or by his duly authorized proxy when filed with the Secretary of the Corporation. If ownership is vested in two or more persons, such co-owner shall share the vote applicable to that unit in the proportion of their ownership of that unit. The total number of votes to be cast at any meeting shall equal one hundred thirty-six (136). A unit which has been acquired by the Corporation in its own name or in the name of its agent, designee or nominee on



behalf of the Unit Owners shall not be entitled to a vote so long as it continues to be so held, and the number of votes required for affirmative action shall be reduced by the number of votes so held. The election of Trustees shall be by ballot. Unless determined by a majority of the votes of Unit Owners present at a meeting, in person or by proxy, or determined by the chairperson of the meeting, the vote on any other question need not be by ballot. A Unit Owner shall be deemed in good standing and entitled to vote at any annual meeting or at any special meeting of the Association if, and only if, he shall have fully paid all assessments made or levied against him and his Unit by the Board of Trustees as hereinafter provided, together with all interest, costs, attorneys fees, penalties and other expenses, if any, properly chargeable to him and to his Unit, at least three (3) days prior to the date fixed for such meeting.

Section 9. Proxies: A vote may be cast or action taken in person or by proxy. To be valid, proxies must be duly signed by the Unit Owner and must be filed with the Secretary at least three (3) days prior to the appointed time of the meeting. A proxy may be revoked by the Unit Owner by appearance in person at the meeting and, at that time, by providing proof of the identity of the Unit Owner and orally notifying the Secretary of said revocation. The Secretary shall require the Unit Owner to execute a Notice of Revocation as written evidence for any proxy previously filed with him. All proxies shall be filed on a form and in a manner as prescribed by the Board of Trustees. The Board shall have the sole and absolute discretion to determine the form and manner of said proxies, so as to ensure that all proxies are uniquely distinguishable and duly authorized.

Section 10. Order of Business at Annual Meetings: The order of business at the annual meeting of the Unit Owners of the Corporation shall be:

- (a) Calling the roll and certifying of proxies.
- (b) Proof of notice of the meeting or certificate as to waivers.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of the officers of the Corporation.
- (e) Reports of the Board of Trustees of the Corporation.

- (f) Reports of committees, if any.
- (g) Election of Board of Trustees of the Corporation.
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

Section 11. Order of Business at Special Meetings. The order of business at all other meetings of the Unit Owners shall, as far as practical, conform to the order of business at the annual meeting insofar as the special purpose of the meeting will permit.

Section 12. Presiding Officer. The President, or in his absence, the Vice President, or in his absence, the Secretary, or in his absence the Treasurer, or if all are absent, then a Chairman shall be selected and chosen by a majority of the existing Board present, and shall preside at all annual and special meetings of the Unit Owners and, if necessary, the Board of Trustees.

#### ARTICLE IV BOARD OF TRUSTEES

Section 1. Board.

(a) The Corporation shall be administered and managed by a Board of Trustees, consisting of nine persons, all of whom shall be twenty years of age or older, each of whom shall be both a Unit Owner and reside within the condominium. Not more than one person from each unit shall be eligible to serve as Trustee.

Section 2. Number and Term of Office; Meetings of the Board; Notices; Waiver of Notice.

(a) At the first annual meeting of the members of the Corporation, three Trustees shall be elected to serve for a term of three years; three Trustees shall be elected to serve for a term of two years; and three Trustees shall be elected to serve for a term of one year. At the expiration of the initial term of each Trustee, his successor shall be entitled to serve for a term of three years, provided that each Trustee shall continue to hold office until his successor is elected. Trustees shall serve without compensation.

(b) Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a

majority of the Board, but at least four (4) meetings shall be held each year (one per quarter). Notice of regular meetings of the Board shall be given to each Trustee by telephone, mail, or telegram, at least three (3) days prior to the day of the meeting. Special meetings of the Board may be called by the President on three (3) days notice to each Trustee, given by telephone, mail, or telegram, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board shall be called by the President or the Secretary, in a like manner and on like notice, as above mentioned, on the written request of at least three (3) Trustees. Any Trustee may, at any time, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of notice. Actual attendance at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereto. If all the Trustees are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. At the discretion of the Board, meetings of the Board or portions thereof may be open to Unit Owners for observation or participation, in such manner and to the extent that the Board, in its sole and absolute discretion, may deem appropriate.

Section 3. Right of Unit Owners Other Than the Grantor to Elect Members of the Board of Trustees. When Unit Owners other than the developer (hereinafter designated GRANTOR) own twenty-five percent or more of the units in a condominium that will be operated ultimately by a Corporation, the Unit Owners other than the GRANTOR shall be entitled to elect not less than twenty-five percent of the Board of Trustees of the Corporation. Unit Owners other than the GRANTOR shall be entitled to elect not less than forty percent of the Board of Trustees of the Corporation upon the conveyance of fifty percent of the units in a condominium. Unit Owners other than the GRANTOR shall be entitled to elect all of the members of the Board of Trustees of the Corporation upon the conveyance of seventy-five percent of the units in a condominium. However, when some of the units of a condominium

have been conveyed to purchasers and none of the others are being constructed or offered for sale by the GRANTOR in the ordinary course of business, the Unit Owners other than the GRANTOR shall be entitled to elect all of the members of the Board of Trustees of the Corporation. Notwithstanding any of the provisions of this Section, the GRANTOR shall be entitled to elect at least one member of the Board of Trustees of the Corporation as long as the GRANTOR holds for sale in the ordinary course of business one or more units in a condominium operated by the Corporation.

A developer may surrender control of the executive board of the Corporation prior to the time as specified, provided the owners agree by a majority vote to assume control.

Upon the assumption by the owners of control of the executive board of the Corporation, all items and documents pertinent to the Corporation such as, but not limited to, a copy of the Master Deed, Declaration of Covenants and Restrictions, documents of creation of the Corporation, By-Laws, minute book, including all minutes, any rules and regulations, an accounting of Corporation funds, Corporation funds, all personal property, insurance policies, government permits, a membership roster and all contracts and agreements relative to the Corporation.

The Corporation, when controlled by the owners, shall not take any action that would be detrimental to the sales of units by the developer and shall continue the same level of maintenance, operation and services as immediately prior to their assumption of control, until the last unit is sold.

Section 4. Disqualifications, Installation and Vacancy.

(a) No Unit Owner or any member of his immediate family who is in arrears in payment of his common expenses for more than sixty days shall be eligible for election as an officer or member of the Board of Trustees.

(b) Members of the Board of Trustees shall be installed at the next meeting of the Board after their election.

(c) If the office of any Trustee shall become vacant by reason of his death, resignation, retirement,

disqualification, removal from office or otherwise, the remaining Trustees at a special meeting duly called for such purpose, shall choose a successor who shall hold office until the next annual meeting of the Unit Owners and his re-election or the election of his successor at such meeting. The person so elected shall serve for the unexpired term in respect to which such vacancy occurred. When a member of the Board of Trustees who has been elected by unit owners other than sponsor is removed or resigns, that vacancy shall be filled by a unit owner other than sponsor.

Section 5. Resignation; Removal for Cause:

(a) A Board member may resign at any time by giving written notice to the Board, the President or the Secretary. Unless otherwise specified in the letter of resignation, the resignation shall take effect immediately upon receipt thereof by the Board or by the officers designated to receive the same, and acceptance of the resignation shall not be necessary to make it effective. A resignation will not relieve the member resigning from any liability by reason of malfeasance while in office.

(b) Once the Unit Owners control the Board, any one or more Trustee may be removed with or without cause at any duly held regular or special meeting of the Unit Owners, by a majority of the Unit Owner votes present, provided that a quorum is present and that notice of the meeting expressly includes this item of business on the agenda. In such event, a successor(s) may then and there be appointed by a majority of the remaining Trustees to fill the vacancy or vacancies thus created. Each person so appointed shall be a Trustee for the remainder of the term of the Trustee whose term he is filling and until his successor is duly elected and qualified. Any Trustee whose removal has been proposed shall be given an opportunity to be heard at the meeting. Notwithstanding any of the foregoing, the sponsor, as the owner of units, may not vote to remove a Unit Owner-elected Trustee.

Any Trustee may be removed for cause at any duly held regular or special meeting of the Board of Trustees. In the case

of the removal of a Trustee for cause, the concepts and legal theory of "due process" (notice and a hearing) shall be observed. The Board shall designate a "prosecutor or presenter" and the accused Trustee shall have the right to be represented by an attorney. Removal of a Trustee for cause shall be upon unanimous vote of the remaining disinterested Trustees. The Trustee whose removal has been proposed shall be given an opportunity to be heard at such meeting. In the event of the removal of a Trustee for cause, a successor may then and there be appointed by a majority of the remaining disinterested Trustees to fill the vacancy thus created, and he or she shall serve for the remainder of the term until a successor is duly elected and qualified.

Section 6. Quorum: A majority of the Board of Trustees shall constitute a quorum for the transaction of business or for any specific item of business. If at any meeting there is less than a quorum present, the meeting shall be adjourned from time to time until a quorum is present. At an adjourned meeting, any business which could have been transacted at the meeting originally called, may be transacted without further notice. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such member for the purpose of determining the presence of a quorum.

Section 7. Action of the Board. A quorum being present, a vote of the majority of those present shall constitute the action of the Board, except as to those matters where the law and Condominium documents require a different majority.

Section 8. Time and Place of Board Meeting: The Board of Trustees shall meet regularly at least once every three months at such times and places as the Board may fix. It may hold its meetings at the property or at such other places as it may determine. The annual meeting of the Board may be held immediately following the annual meeting of the unit owners at the place where such annual meeting of unit owners is held, provided same is practical.

Section 9. Meetings to be Conducted After Unit Owners Other Than Grantor are Entitled to Elect a Member of the Board of Trustees: Within thirty days after the unit owners, other than the GRANTOR, are entitled to elect a member of the Board of Trustees, the Corporation shall call and give not less than twenty nor more than thirty days notice of, a meeting of the unit owners to elect members of the Board of Trustees. The meeting may be called and the notice be given by any unit owner of the Corporation if the Corporation fails to do so.

Section 10. Notice of Meeting and Waivers:

(a) Regular meetings, once established, may thereafter be held without notice at the time and at the place agreed upon by the Board. In the time or the place of a regular meeting be changed by circumstances beyond the control of the Board, notice of the change shall be given in the same manner as for a special meeting.

(b) Notice of special meetings shall state the date, time, place and purpose of such meeting.

(c) Notice of a meeting need not be given to any member who submits a waiver of notice, whether such waiver be before or after the meeting. Attendance at the meeting shall be deemed to be a waiver of notice thereof.

Section 11. Presiding Officer: The President or in his absence, the Vice President, or in his absence, the Secretary, or in his absence the Treasurer, or if all are absent, then a Chairman shall be selected and chosen by a majority of the existing Board present and shall preside at all regular and special meetings of the Board of Trustees.

ARTICLE V  
OFFICERS

Section 1. Election of Officers: At an annual meeting of the Board of Trustees, there shall be elected a President, Vice President, Secretary and Treasurer, who shall be a duly elected member of the Board of Trustees. One member may hold the office as both Secretary and Treasurer. The officers shall all serve for a term of one year and until their successors are elected and

qualify; provided, however, that each such officer shall hold office at the pleasure of the Board and may be removed either with or without cause, and his successor elected at any regular or special meeting of the Board called for such purpose, upon the affirmative vote of a majority of the Board. In the case of the removal of an officer, the concepts and legal theory of "due process" (notice and a hearing) shall be observed. The Board may, from time to time, elect such other officers as in their judgment are necessary.

Section 2. President: The President shall be the Chief Executive Officer of the Corporation and he shall have all of the powers and duties usually vested in a President of a corporation, including the power to appoint committees as he may, with the consent of the Board of Trustees, deem appropriate. He shall exercise such other powers and duties as shall be prescribed by the Board or State Statute. He shall see that all orders and resolutions of the Board shall be carried into effect. He may delegate some of his duties to the Vice President. He shall execute deeds, contracts and other documents in the name of and on behalf of the Corporation, with the consent of the Board of Trustees, by duly adopted corporate resolution, which shall be in writing, dated, signed, and sealed by the Secretary.

Section 3. Vice President: The Vice President shall perform all duties as shall be delegated to him by the President (or the Board of Trustees, and shall take the place of the President and perform his duties whenever the President shall be absent or unable to act.

Section 4. Secretary: The Secretary shall keep a record of all resolutions and actions of the Board and all meetings of the unit owners in a Minute Book or books for that purpose. He shall attend to the giving of all notices to the unit owners and/or Board members, and shall supervise the service thereof. He shall prepare and keep up to date a list of the names of the unit owners, their unit numbers and their percentage of ownership in the common elements. This list shall be open to inspection by



all unit owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The list shall be made available at each meeting of the unit owners. He shall perform all other duties incident to the office of Secretary of a Corporation as may be required by the President or Board of Trustees.

Section 5. Treasurer: The Treasurer shall keep the financial records of the Corporation and shall keep books of account and shall have custody of all the common property of the Condominium including all funds, securities and evidences of indebtedness. He shall keep the assessment roll and the accounts of the unit owners. He shall perform all other duties incident to a Treasurer of a Corporation as prescribed by the Board. He shall deposit all monies and other valuables in the name of and to the credit of the Corporation in such depositories as shall be designated by the Board. He shall disburse the funds of the Corporation as he may be ordered and authorized by the Board, and shall preserve proper vouchers for such disbursements. He shall render an annual report at the annual meeting of the unit owners and shall render reports to the Board on the financial condition of the Corporation at each quarterly meeting, and exhibit at such meetings current bank statements. The Treasurer and the President shall, as prescribed by the Board, report on the operation of the property and the payment of common expenses and the determination and collection of common charges.

Section 6. Compensation. No compensation shall be paid to the President or the Vice President or any Trustee, or committee member, for acting as such officer, director or otherwise; provided, however, that the Secretary and/or Treasurer may be compensated for their services if the Board deems that such compensation is appropriate. Nothing herein stated shall prevent any officer or director, or any committee member, from being reimbursed for out-of-pocket expenses or compensated for services rendered in any other capacity to or for the corporation; provided, however, that any such expenses incurred for services

rendered shall have been authorized in advance by the Board.

Section 7. Removal of Officers. Upon the affirmative vote of a majority of the Board of Trustees, any officer may be removed, either with or without cause, after the opportunity for notice and a hearing, and his successor may be elected at any regular meeting or any special meeting called for this purpose.

Section 8. Consent in Lieu of Meeting and Vote. Anything to the contrary contained in the Master Deed, the Certificate of Incorporation or these By-Laws notwithstanding, any five (5) members of the Board of Trustees shall have the power to take action on any matter on which it is authorized to act, without the necessity of a formal meeting and vote, if sixty (60%) percent of said five (5) members of the Board shall consent in writing to such action. This provision is intended for use in emergencies or extraordinary circumstances.

Section 9. Disbursements and Signing of Checks. The Board shall take and hold the funds of the Corporation, as collected, and shall disburse the same for the purposes and in the manner set forth herein, as required by the Master Deed, the Certificate of Incorporation and applicable law.

The depository of the Corporation shall be such bank or banks as shall be designated from time to time by the Board, and in which the monies of the Corporation shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by any two officers as are authorized by the Board; provided that the President may, in combination with any other duly authorized officer, sign checks for less than Five Hundred (\$500.00) Dollars without formal approval of the Board of Trustees.

10. Committees. The Board of Trustees may establish such committee or committees consisting of three or more Officers, Directors or Unit Owners as it shall see fit, in its sole and absolute discretion. Each committee member shall serve for a term of one year, unless their appointment is terminated sooner by the Board. The Board shall establish the following committees

in order to assure that the condominium shall always be maintained in a manner:

- (i) providing for visual harmony and soundness of repair;
- (ii) avoiding activities deleterious to the esthetic or property values of the condominium;
- (iii) furthering the comfort of the Unit Owners, their guests, invitees and lessees; and
- (iv) promoting the general welfare and safety of the condominium committee.

(a) Age Committee. The Board shall appoint a committee to consist of at least three (3) persons, all of whom are members of the Board of Trustees, who shall be designated as the Age Committee. Their purpose shall be to enforce the provisions of the Master Deed, the Certificate of Incorporation and/or these By-Laws regarding age restrictions of Unit Owners and/or occupiers, and also to enforce the provisions of any local ordinance regarding age restrictions. The committee shall report to the Board regularly but in no event less than once each calendar quarter. The Age Committee shall be authorized to take any reasonable action it deems necessary and proper in furtherance of its purpose.

(b) Budget Committee. The Board shall appoint a committee to consist of at least three (3) persons, all of whom are members of the Board of Trustees, who shall be designated as the Budget Committee. Their purpose shall be to review the annual receipts and expenses of the Corporation and prepare a proposed form of budget, which shall be reviewed by the Board of Trustees and approved by the Unit Owners at their annual meeting. The committee shall meet at least once monthly for the three months preceding the annual meeting; and shall be authorized to accept proposals and/or bids for construction, repairs, and/or insurance, together with any other services or supplies provided to the Corporation. In preparing the budget and setting forth reasonable reserves, the Budget Committee shall be authorized to obtain any necessary engineering report from a qualified engineering firm in order to determine the usable lives of the Corporation's buildings and/or assets, and a reasonable reserve for replacement and repairs. The Budget Committee shall be

authorized to take any further actions it deems reasonably necessary in furtherance of its purpose.

(c) Nominations Committee. The President shall appoint a committee to consist of at least five (5) persons, all of whom are members of the Board of Trustees and three (3) of whom shall be officers, who shall be designated at the Nominations Committee. Their purpose shall be to select candidates to be placed on the ballot to be voted on by the membership at the next annual meeting. The committee shall cause a notice to be sent to the membership at least sixty (60) days in advance of the annual membership meeting, advising them that at the next annual meeting three (3) persons are to be elected to replace three (3) of the existing members of the Board of Trustees. The notice shall state that written applications for nomination are being accepted by the committee during the next following twenty (20) day period. The notice shall further state that applications will be accepted only from Unit Owners, who must be able to read and who shall possess at least a high school diploma or equivalent. The notice shall also contain a statement describing what a completed application consists of, and where completed applications are to be tendered. A completed application which may be considered by the committee must consist of a brief resume stating the applicant's qualifications for the position, together with a cover letter stating why the applicant desires a position on the Board. The members of the committee shall review the applications submitted prior to the meeting, and shall conduct personal interviews of the candidates at said meeting or meetings. The committee, after consideration of the candidates and their applications, shall nominate no more than seven (7) persons to be placed on the ballot. In the event a member who is not duly nominated chooses to be placed on the ballot, he or she shall submit a petition stating his or her desire to run. The petition shall be signed by forty (40) members, and shall be submitted to the committee at least thirty-five (35) days prior to the annual membership meeting. At least thirty (30) days in

advance of the annual membership meeting, the committee shall cause a certified copy of the ballot to be sent to the Unit Owners, which ballot shall include copies of cover letters and resumes submitted. The Nominations Committee shall thereafter be responsible for any and all arrangements necessary in continuing and completing the elections of the members of the Board of Trustees. The Nominations Committee shall be authorized to take any action it deems reasonably necessary in furtherance of its purpose.

(d) Covenants Committee. The Board shall appoint a committee, designated as the Covenants Committee, to consist of at least five (5) persons, all of whom shall be members of the Board of Trustees, and at least three (3) of whom shall be officers. Their purpose shall be to:

(i) handle the day-to-day operations of the condominium, including revenues, receipt of funds, and the collection of maintenance fees; the payment of real estate taxes or assessments, and other expenses of operation, including the procuring of any and all policies of insurance; supervision of general and limited common elements, maintenance, repairs, landscaping and architectural design, together with the supervision of other committees and the general ways and means of the condominium operation;

(ii) assure visual harmony and soundness of repair;

(iii) furthering the comfort of the Unit Owners, their guests, invitees and lessees; and

(iv) promoting the general welfare and safety of the condominium community.

The President of the Corporation shall appoint a chairperson of the Covenants Committee, who shall serve at President's discretion. The chairperson may be the Vice-President of the Corporation, who shall assume the duties of chairperson at the President's request. The chairperson may be removed by the President at any time and for any reason whatsoever, without

cause. The chairperson shall manage the affairs of the committee and shall report regularly to the President and/or to the Board of Trustees, particularly prior to making any decision requiring the expenditure of monies.

The Covenants Committee shall regulate the external design, appearance, use and maintenance of the general common elements in accordance with the standards and guidelines contained in the Master Deed, and/or these By-Laws, or as such standards and guidelines may be otherwise adopted by the Board. The Covenants Committee shall have the power to issue a cease and desist order to a Unit Owner, his guests, invitees or lessees whose actions are inconsistent with the provisions of the Condominium Act, the Master Deed, the By-Laws, any rules and regulations promulgated by the Board and/or any resolutions of the Board (upon petition of any Unit Owner or upon its own motion). The Covenants Committee shall, from time to time as required or requested, provide interpretations of the Master Deed, Certificate of Incorporation, these By-Laws, and any rules and regulations or resolutions of the Board pursuant to the intents, provisions and qualifications thereof, when requested to do so by a Unit Owner or the Board. Any action, ruling or decision of the Covenants Committee may be appealed to the Board by any party deemed by the Board to have standing as an aggrieved party, and vote of a majority of the full authorized membership of the Board of Trustees may modify or reverse any such action, ruling or decision. The Covenants Committee and/or the Board shall be required to comply with the concepts and legal theory of "due process" (notice and a hearing) when taking any action, as aforementioned, and any aggrieved party shall be entitled to be represented by an attorney.

The Covenants Committee shall have such additional duties, power and authority as the Board may from time to time provide by resolution, including the right to impose fines for violations of any and all standards, guidelines, rules, and regulations as provided herein. The Board may relieve the Covenants Committee

of any of its duties, power and authority either generally or on a case by case basis by vote of a majority of its full authorized membership. The Covenants Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the rules and regulations or by resolution of the Board of Trustees. Notwithstanding the foregoing, no action may be taken by the Covenants Committee without giving the Unit Owner(s) involved at least ten (10) days prior written notice and affording him the opportunity to be heard, with or without counsel, and the right to cross examine witnesses, with respect to the violation(s) asserted.

Section 11. Indemnification. Each trustee, officer or committee member of the Corporation shall be indemnified and held harmless by the Corporation against the actual amount of net loss, including counsel fees, reasonably incurred by or imposed upon him arising out of or in connection with any action, cause of action, suit or proceeding to which he may be made a party by reason of his being or having been a trustee, officer, or committee member of the Corporation, except as to matters for which he shall be ultimately found in such action to be liable for gross negligence or willful and wanton misconduct. In the event of a settlement of any such case, indemnification shall be provided only in connection with such matters covered by the settlement as to which the corporation is advised by counsel that the person to be indemnified had not been guilty of gross negligence or willful and wanton misconduct.

Section 12. Exculpation. Unless acting in bad faith, neither the Board of Trustees as a body nor any trustee individually, officer, committee or committee member individually shall be personally liable to any Unit Owner in any respect for any action or lack of action arising out of the execution of his office. Each Unit Owner shall be bound by the good faith actions of the Board, officers and committee members of the Corporation in the execution of the duties and powers of said trustees, officers and committee members.

ARTICLE VI  
ADMINISTRATION

Section 1. The Condominium shall be administered by the Corporation.

Section 2. Duties of the Corporation: The Corporation, acting through its Board of Trustees, officers, and committees, shall be responsible for the performance of those duties assigned to it by law and which are necessary for the effective administration of the Condominium.

Section 3. Insurance Protection of Blanket Mortgagees, Unit Owners and their Mortgagees: The Corporation shall provide and require that all insurance required by law shall also protect blanket mortgagees, unit owners and their mortgagees, as their respective interests may appear. The Corporation shall assess and collect from each unit owner such specific charges for insurance coverage applicable to his unit.

Section 4. Power of the Corporation: In addition to the powers set forth herein, the Corporation shall have those powers granted to it by law and it shall also be empowered by and through its Board of Trustees, officers and committees to:

(a) Maintain surveillance of, repair, keep up, care for, replace, maintain, clean, operate and improve the common elements and any personal property of the Corporation. Capital expenditures must first be approved by the unit owners as set forth in Article III of these By-Laws.

(b) Determine the amounts required to operate the Corporation, including, without limitation, the operation and maintenance of the property.

(c) Assess and collect the common expenses from the unit owners and use and expend same for the operation, maintenance, repair, replacement, surveillance and protection of the property and the administration of the Condominium.

(d)(i) Employ for the Corporation a management agent or manager at a compensation established by the Board to perform such duties and services as the Board shall authorize, including,



but not limited to, the duties specifically set forth herein. The duties conferred upon the management agent, may, at any moment, be revoked, modified or amplified by a majority of the owners in a duly constituted meeting. The Board may employ any other employee or agent to perform such duties at such salaries as the Board may establish, to perform services required for the proper administration of the Corporation and the Condominium and to require in their discretion, any officer or employee or agent handling or responsible for any funds of the Corporation to furnish fidelity bonds satisfactory to the Board, the premium on such bonds to be paid by the Corporation as part of the common expenses.

(ii) Enter into on behalf of the Corporation any management, employment, service or maintenance contract, or any contract for the supply of equipment or material, which is directly or indirectly made by or on behalf of the Corporation; provided however, that said contracts or agreements shall not be entered for a period in excess of one year without unanimous consent of a quorum of the Board of Trustees.

(e) Enforce by legal means all of the provisions of the Act, the Master Deed, these By-Laws, the rules and regulations of the Condominium, and the resolutions and decisions rendered pursuant thereto.

(f) Pay all taxes and assessments levied or assessed against any property of the Condominium, exclusive of any taxes or assessments levied against any unit or otherwise properly payable by a unit owner.

(g) Enter, or cause to be entered, with notice, any unit from time to time during reasonable hours, as may be necessary for the maintenance, repair or replacement of any common elements therein, or accessible therefrom, or for making emergency repairs necessary to prevent damage to common elements or to any other unit or units.

(h) Make, amend and enforce these By-Laws and the rules and regulations respecting the use and operation of the

Property, but not inconsistent with the Master Deed or these By-Laws unless same are being amended. A copy of these By-Laws and/or any such rules and regulations and copies of any amendments thereto, shall be delivered or mailed to each unit owner by Certified Mail - Return Receipt Requested promptly upon the adoption thereof or prior to any amendments thereto.

(i) Pay the cost of all power, water, sewer or other utility services rendered to the Corporation which are not payable by the unit owners.

(j) Purchase units in the Condominium and otherwise acquire, hold, lease, mortgage and convey the same.

(k) Take possession of any abandoned unit to prevent damage to the other units or to the common elements.

(l) Open and maintain bank accounts on behalf of the Corporation and designate the signatories required therefor, one of whom shall be the Treasurer.

(m) Take any other action considered by it to be necessary or desirable in connection with the maintenance, management, administration and operation of the Condominium not in conflict with the provisions of the Act, the Master Deed or these By-Laws or to carry out its obligations thereunder.

#### ARTICLE VII FISCAL MANAGEMENT

Section 1. Determination of Common Expenses and Fixing of Common Charges: The Board of Trustees shall, by and through the budget committee prepare an annual budget for the Condominium, determine the amount of the common charges payable by the unit owners to meet the common expenses of the Condominium, and allocate and assess such common expenses among the unit owners according to their respective interests in the common elements, as set forth in the Master Deed. The Board shall have the duty to collect from each unit owner, his, her, or their heirs, executors, administrators, successors and assigns, as "Common Charges" (or condominium maintenance fees), the proportionate part of the Common Charges assessed against such unit owner as provided in the Master Deed, the Certificate of Incorporation.

these amended By-Laws, and in accordance with the laws of the State of New Jersey. The amount of monies for Common Charges deemed necessary by the Board and the manner of expenditure thereof, including but not limited to the allocation thereof, shall be a matter for the sole discretion of the Board.

Section 2. Payment of Common Expenses; Special Assessments:

All unit owners shall be obligated to pay a monthly installment equal to one twelfth (1/12th) of the annual common expenses assessed to his, her or their respective unit by the Board of Trustees pursuant to the provisions of Section 1 of this Article, on the first day of each and every month or at such other time or times as the Board of Trustees shall determine by resolution. When the Board in its sole and absolute discretion deems it necessary for the proper and safe maintenance, management and operation of the Condominium to assess each unit owner with his, her, or their proportionate share of a special assessment, the Board at a regular or special meeting called for that purpose shall have the power to determine the amount of special assessment and assess same against each unit. Any special assessment shall be due and payable in accordance with the terms of a duly passed resolution of the Board of Trustees.

Section 3. Collection of Assessments: The Board of Trustees shall assess common expenses against the unit owners from time to time and at least annually, and shall take prompt action to collect any common expense due from any unit owner which remains unpaid for more than thirty days from the due date for payments thereof. In the event that the common expense due from any unit owner shall remain unpaid for more than thirty days from the due date, the Board, at its discretion, may impose a late charge, charge interest on the unpaid portion of the assessment, and/or it may declare the balance of any common expense to become due by the unit owner for the balance of the budget period to be accelerated and immediately payable and same shall be added to the amount then due and owing to the Condominium.

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Section 4. Default in Payment of Common Expenses: In the event of default of any unit owner in paying the Board of Trustees, within thirty days from the due date for payment thereof, such unit owner shall be obligated to pay interest at the maximum legal rate on such common expenses from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Board of Trustees in any proceedings brought to collect such unpaid common charges. The Board of Trustees shall have the right and duty on behalf of the Corporation, to attempt to recover such common expenses, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action to recover the same brought against such unit owner and/or by foreclosure of the lien on such unit, if such default in payment is not cured within ten days after written notice personally delivered or mailed by Certified Mail, Return Receipt Requested to the defaulting unit owner at his, her or their last known address, notifying him of the intention to commence such proceedings. The Board shall have the authority on behalf of all unit owners to prosecute a suit in law or in equity to foreclose on any such lien for unpaid common expenses, and take possession of any unit for which there remains unpaid any such lien for a period of 60 days from the date of notice.

Section 5. Lien for Unpaid Expenses. All such common expenses chargeable to a unit owner shall constitute a lien on the unit in favor of the Corporation, for the use and benefit of all the unit owners, as set forth in the Condominium Act. The Board by and through its officers and trustees may cause a Notice of Lien to be filed in the Morris County Clerk's Office, advising the public and/or any successor in interest of the lien for the unpaid assessment. Said lien may be enforced or foreclosed in the manner provided in the Act, or otherwise, in accordance with the laws of the State of New Jersey, and in the event of foreclosure or other legal action, the Corporation shall, in addition to the amount due, be entitled to recover actual expenses of the action, including costs and attorneys' fees.

Upon receipt in good and sufficient funds of any and assessment, interest, late charges, expenses, costs of suit and attorneys fees, if any, the Board shall cause any Notice of Lien, which it has filed, to be discharged. The right of the Corporation to bring a suit in law or in equity to foreclose said lien shall be cumulative and in addition to any other remedy which may be available to it at law or in equity.

Section 6. Severance of Common Services: In addition to all other remedies available to the Corporation, in the event of any default by a unit owner in his payment of the common expenses, the Corporation shall have the right, to be exercised by the Board of Trustees if such default continues for thirty days to notify the delinquent unit owner that if the delinquent assessment is not paid within ten days, any or all utility services and other common elements and services serving the unit of the delinquent unit owner, will be severed and will remain severed until the assessment in default is paid. Such notice shall be in writing and delivered to the unit owner or mailed to him by certified or registered mail return receipt requested at his last address on the Corporation's records. If said default is not cured within a ten-day period, the said utility services and other common elements and services, or any portion thereof, may be severed and may remain severed until the assessment in default is paid.

Section 7. Audits and Reports: The books and accounts of the Corporation shall be audited by an independent certified public accountant, not a member of the Board, at the end of each fiscal year, and at such other time or times as may be deemed necessary. The Board of Trustees shall also prepare at the end of each fiscal year, and furnish to each unit owner a report of the business and affairs of the Corporation showing its transactions and reflecting fully and accurately its financial conditions. Each unit owner, or his, her or their duly authorized representative shall be permitted to examine the books of account of the Board by appointment at a reasonable time

during business days; provided however, that the Treasurer has been given at least 10 days prior written notice of the unit owner's intention or desire to make such examination.

Section 8. Accounts and Allocations for Reserves: The receipts and expenditures of the corporation shall be "Common Expense Assessments" and "Common Expenses" respectively, and shall be allocated, credited and charged to accounts under the following classifications as the Board shall deem appropriate, all of which shall be defined as common expenses:

(i) Current expenses, which shall include but not be limited to expenses for operations, administration, maintenance, insurance, wages and service fees, and real estate taxes and/or municipal assessments all within the year for which the budget is made, including reasonable allowances for contingencies and working funds. Current expenses shall not include expenditures chargeable to reserves. At the end of each year, the unexpended amount remaining in this account shall be applied to replace any deficits in or withdrawal from any reserve account, if any, or shall be applied to reduce the assessments for current expenses for the succeeding year, or may at the sole discretion of the Board be returned and distributed to the unit owners.

(ii) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(iii) Reserve for replacement, which shall include funds for repair or replacement of the general and limited common elements, and those portions of the improvements located on the property which the corporation is obligated to maintain or repair, which is or may be required because of normal wear and tear, damage due to acts of god, vandalism, or other casualty, depreciation and/or obsolescence. The amounts in this account shall be allocated among each of the separate

categories of replacement items.

(iv) Reserves for capital improvement items, which shall include the funds to be used for capital expenditures or for acquisition of additional personal property that will be part of the general or limited common elements. And

(v) Operations, which shall include all funds from the use of the general common elements or from any other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account, and any surplus from any operation or otherwise shall be used to reduce the assessments for current expenses for the year during the one in which the surplus is realized, or at the sole discretion of the Board, in the year following the one in which the surplus is realized. Losses from operations or otherwise shall be met by "Special Assessments" against unit owners, which assessments may be made in advance or in order to provide a working fund.

The Board shall not be required to physically segregate the funds held in the above accounts but may, in its sole discretion, maintain the funds in one or more consolidated accounts. As to each consolidated account, the division into the various accounts set forth above need be made only on the corporation's records. The above mentioned accounts are intended to be created, organized, and kept in accordance with section 277 and section 528 of the Internal Revenue Code of 1986, and the regulations promulgated thereunder, as same may be amended from time to time. Subject to the above limitations, the Board shall not be obligated to expend all of the reserves collected in any accounting period, and must maintain reasonable reserves for among other things repairs, replacements, casualties not covered by insurance, emergencies, contingencies of bad weather and/or uncollected accounts. Notwithstanding anything herein contained to the contrary, the Board in its determination of the common

expenses, common expense assessments, and in the preparation of the budget, shall specifically designate and identify that portion of the common expenses which are to be assessed against the unit owners as a capital contribution, or as contribution to capital upon transfer or sale of a unit, and is thereon to be allocated on the books of the corporation to reserves for each separate item of capital improvement or contribution to capital. The amounts assessed and collected for the reserves shall be kept in one or more interest bearing accounts, or certificates of deposit and shall not be utilized for any other purpose other than that which was contemplated at the time of the assessment. The foregoing shall not be construed to mean that the Board shall not be permitted to keep additional cash on hand, in a checking or petty cash account, for the necessary discharge of its functions.

Section 9. NOTICE: PRESUMED BUDGET INCREASE; EMERGENCIES.

The Board shall give notice to each unit owner, in writing, and to any institutional lender who requests same in writing, of the amount estimated by the Board for common expenses, common expense assessment, and supply same with a copy of the budget for the then current fiscal year. The common expense and assessment, together with the budget shall be directed to a Unit Owner at his last known address by ordinary mail, or by hand delivery. Said notice shall be conclusively presumed to have been given and delivered upon the expiration of five (5) days after deposit in the United States Mails. If an annual common expense assessment is not made as required herein, an assessment shall be presumed to have been made in the amount of the last prior year's assessment, increased by eight (8%) percent; and monthly installments on such assessment shall be due and payable upon each installment payment date until changed by the Board through the Budget Committee via amended assessment. In the event the annual common expense assessment proves to be sufficient, the budget and assessments may be amended at any time by the Board.



by and through the Budget Committee, provided that nothing herein shall serve to prohibit or prevent the Board from imposing a lump sum or special assessment in the case of any immediate need or emergency which can not be met by reserve funds earmarked for such contingency.

#### ARTICLE VIII INSURANCE

Section 1. Insurance to be Obtained by the Corporation: In addition to all other insurance required by law to be maintained by the Corporation, the Corporation shall maintain workmens' compensation insurance, if necessary.

Section 2. Payment of Insurance Proceeds: All proceeds payable as a result of casualty losses sustained which are covered by insurance maintained by the Corporation, shall be paid to the Board of Trustees, which shall act as the insurance trustee. The sole duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein and for the benefit of the unit owners and their respective mortgagees.

Section 3. Delegation of Adjustment Rights: Each unit owner and mortgagee shall be deemed to have delegated to the Board of Trustees his right to adjust with the insurance companies all losses under policies purchased by the Corporation.

Section 4. Distribution to Mortgagees: In no event shall any distribution of proceeds be made by the Board of Trustees directly to the unit owner where there is a mortgage endorsement on the certificate of insurance effecting his unit. In such event, any remittance shall be to the unit owner and his mortgagee, jointly. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by him.

#### ARTICLE IX NOTICE TO FIRST MORTGAGEES

A first mortgagee, upon request, will be entitled to written notification from the Corporation of any default in the performance by any unit owner of any obligation of the unit owner under this Master Deed, By-Laws or any rules and regulations

adopted thereunder which is not cured by the unit owner within sixty days of the notice of breach to the unit owner by the Corporation.

ARTICLE X  
RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

Section 1. Reconstruction and Repair:

(a) Damage to or destruction of any improvements on the Condominium Property or any part hereof or to a common element or elements or any part thereof covered by insurance required to be maintained by the Corporation shall be repaired and restored by the Corporation, using the proceeds of any such insurance. The unit owners directly affected shall be assessed on an equitable basis for any deficiency and shall share in any excess.

(b) If the proceeds of such insurance shall be inadequate by a substantial amount to cover the estimated cost of restoration of an essential improvement or common element or if such damage shall constitute substantially total destruction of the Condominium Property or of one or more of the buildings comprising the Condominium Property the Corporation shall proceed to realize upon the salvage value of that portion of the Condominium Property so damaged or destroyed either by sale or such other means as the Corporation may deem advisable and shall collect the proceeds of any insurance. Thereupon the net proceeds of such sale, together with the net proceeds of such insurance shall be considered as one fund to be divided among the unit owners directly affected by such damage or destruction in proportion to their respective undivided ownership of the common elements. Any liens or encumbrances on any affected unit shall be relegated to the interest in the fund of the unit owners.

ARTICLE XI  
PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of meetings and proceedings, except where the Condominium documents or the Laws of the State of New Jersey require a

different method of procedure.

ARTICLE XII  
SPONSOR APPOINTED TRUSTEES

Nothing contained herein to the contrary shall serve to exculpate members of the Board of Trustees appointed by the sponsor from their fiduciary responsibilities.

ARTICLE XIII  
SPONSOR COMPLIANCE WITH OFFERING STATEMENT

While the sponsor maintains a majority of the Board of Trustees, it shall make no additions, alterations, improvements or purchases not contemplated in the Public Offering Statement which would necessitate a special assessment or a substantial increase in the monthly assessment unless required by a government agency, title insurance company, mortgage lender or in the event of an emergency.

ARTICLE XIV  
DEVELOPER VOTES FOR UNSOLD UNITS

The developer shall not be permitted to cast any votes held by him for unsold lots, parcels, units or interests for the purpose of amending the Master Deed, By-Laws or any other document for the purpose of changing the permitted use of a lot, parcel, unit or interest, or for the purpose of reducing the common elements or facilities.

ARTICLE XV  
AMENDMENTS TO BY-LAWS

1. Force and Effect of By-Laws. These By-Laws are subject to the provisions of the New Jersey Nonprofit Corporation Act and the Corporation's Certificate of Incorporation, as it may be amended from time to time. If any provision in these By-Laws is inconsistent with a provision in that Act or the Certificate of Incorporation, the provisions of that Act or the Certificate of Incorporation shall govern.

2. Amendments to By-Laws. These By-Laws may be altered, amended or repealed by the Unit Owners or the Board. Any By-Law adopted, amended or repealed by the Unit Owners may be amended or repealed by the Board, unless resolution of the Unit Owners adopting such By-Law expressly reserves to the Unit Owners the

right to amend or repeal it. Any amendments to these By-Laws shall be recorded in the office of the Morris County Clerk.

In Witness whereof the President and Secretary of the Board of Trustees sign and acknowledge the foregoing instrument on behalf of Campagna Condominium Corporation on this 29th day of September, 1988.

ATTEST:

CAMPAGNA CONDOMINIUM CORPORATION

BY: Michael Karlan, President

Sec.

2 - N. J. ACKNOWLEDGEMENT, Corporation  
(Proof by Subscribing Witness) Plain Language

ADGRV T-1

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One Commerce Drive, Cranford, N.J. 07016

STATE OF NEW JERSEY, COUNTY OF MORRIS

SS.:

I CERTIFY that on September 29, 1988

personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the secretary of CAMPAGNA CONDOMINIUM CORPORATION, the corporation named in the attached document;
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is the President of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Trustees;
- (d) this person knows the proper seal of the corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on  
September 29, 1988

Joseph S. Alessi  
JOSEPH S. ALESSI,  
An Attorney At Law of New Jersey

(Print name of attesting witness below signature)

Unofficial Copy

RECEIVED

103292

1997 DEC 16 P 12:50

ALFONSE W. SCERBO  
MORRIS CO. CLERK Prepared By:

ROBERT TAIGMAN, ESQ.

FOURTH AMENDMENT TO MASTER DEED  
OF CAMPAGNA CONDOMINIUM

CAMPAGNA CONDOMINIUM CORPORATION, a Non-Profit Corporation of the State of New Jersey, having its principal offices located at 136 Changebridge Road, in the Township of Montville, County of Morris, and State of New Jersey, formed by virtue of a certain Master Deed dated August 19, 1983, and recorded in the Morris County Clerk's Office on August 25, 1983, in Deed Book 2687 at Page 163, et seq., and amended by FIRST AMENDMENT TO MASTER DEED OF CAMPAGNA CONDOMINIUM, dated October 5, 1983, and recorded in the Morris County Clerk's Office on October 17, 1983, in Deed Book 2696 at Page 373, et seq., and further amended by SECOND AMENDMENT TO MASTER DEED OF CAMPAGNA CONDOMINIUM, recorded in the Morris County Clerk's Office on January 16, 1985, in Deed Book 2770, at Page 311, et seq., and further amended by THIRD AMENDMENT TO MASTER DEED OF CAMPAGNA CONDOMINIUM, dated September 29, 1988, and recorded in the Morris County Clerk's Office on October 6, 1988, in Deed Book 3041 at Page 219, et seq., does hereby amend its Master deed and does hereby make, publish and declare the following Amendment to its Master Deed, which Amendment to Master Deed was approved by the Unit Owners on November 15, 1997.

1. The Master Deed dated August 19, 1983, recorded in the Morris County Clerk's Office in Deed Book 2687 at Page 163, et seq., and amended by First Amendment dated October 5, 1983, recorded in the Morris County Clerk's Office in Deed Book 2696 at Page 373, et seq., and further amended by Second Amendment dated January 16, 1985, recorded in the Morris County Clerk's Office in Deed Book 2770 at Page 311, et seq., and further amended by Third Amendment dated September 29, 1988, recorded in the Morris County Clerk's Office in Deed Book 3041 at Page 219, et seq., is hereby amended to remove from the Condominium regime and the provisions,

*P. R.*  
24

DB4686 P215

covenants, restrictions, and agreements of the aforesaid Master Deed as amended, the property described as Tract II (more particularly hereinafter described in Schedule "A"), in the aforesaid Master Deed and particularly set forth in Book 2687 of Deeds for Morris County, Page 197.

2. The aforesaid Master Deed as amended, is further amended to give Campagna Condominium Corporation, the authority to sell the property so removed from the Condominium regime for such price and upon such terms and conditions as the Board of Trustees' independent appraiser establishes.

3. The aforesaid Master Deed as amended, is further amended to provide that the proceeds of sale shall be placed into the Corporation's reserve account to be used for any purposes permitted by the By-Laws regarding reserve accounts, including but not limited to replacing reserve monies previously spent on sidewalks and patios; re-surfacing and re-marking roadway and parking lots; roof replacement; emergency or catastrophic incidents.

IN WITNESS WHEREOF, the President and Secretary of the Board of Trustees sign and acknowledge the foregoing instrument on behalf of Campagna Condominium Corporation on this 9th day of December, 1997.



Elizabeth Podd  
ELIZABETH Podd, Secretary

CAMPAGNA CONDOMINIUM CORPORATION

By: Angelo Mercadante  
ANGELO MERCADANTE, President

JB4686 P216

SCHEDULE "A"

Tract II

Westerly portion of Lot 10 Block 124  
Montville Twp., Morris County, N.J.

Beginning at a point on the westerly line of New Change Bridge Road, 66 feet wide, said point being on the division line between Lots 10 and 12-2 Block 124, said point being distant North 0 degrees 37 minutes 23 seconds West 573.33 feet from the intersection formed by said westerly line of New Change Bridge Road, if produced, and the northerly line of Horseneck Road, if produced 33 feet from centerline, and running, thence;

- 1) Along said division line between Lots 10 and 12-2 and partly along the northerly line of Lot 8, South 81 degrees 36 minutes 55 seconds West 120.31 feet to the northeasterly line of Lot 9.03 Block 124, thence;
- 2) Along said line of Lot 9.03 Block 124, North 40 degrees 56 minutes 20 seconds West 230.23 feet to a point, thence;
- 3) Running along the southeasterly line of Lots 10.01, 10.02, 10.03 and 10.04 Block 124, North 42 degrees 00 minutes 40 seconds East 540.00 feet to the easterly corner of said Lot 10.04, thence;
- 4) Along the northeasterly line of same, North 40 degrees 56 minutes 20 seconds West 201.52 feet to the northerly corner of same, said point being on the easterly line of the old Change Bridge Road, as widened to 33 feet from centerline, thence;
- 5) Along said easterly line, North 42 degrees 00 minutes 40 seconds East 50.00 feet to a point, thence;
- 6) South 54 degrees 10 minutes 30 seconds East 170.92 feet to a point on the aforesaid westerly line of New Change Bridge Road, thence;
- 7) Along said line, South 24 degrees 07 minutes 09 seconds West 97.89 feet to the point of curvature, thence;
- 8) Still along said line on a curve to the left in a southerly direction having a radius of 1063.00 feet an arc-length of 459.04 feet to the point of tangency, thence;
- 9) Still along said line, South 0 degrees 37 minutes 23 seconds East 111.67 feet to the point of place of beginning.

The within premises are also known as Lot 10 in Block 124 on the Tax Map of the Township of Montville.

BOG-2687 PAGE 197

DB4686 P217

STATE OF NEW JERSEY, COUNTY OF MORRIS

SS.:

I CERTIFY that on December 9th, 1997,

ELIZABETH PODE

personally came before me and this person acknowledged under oath,  
to my satisfaction, that:

- (a) this person is the Secretary of Campagna Condominium Corporation, the corporation named in the with document;
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is ANGELO MERCADANTE, the President of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Trustees;
- (d) this person knows the proper seal of the corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts

Signed and sworn to before me on  
this 9th day of December, 1997

ROBERT TAIGMAN  
Attorney at Law of New Jersey

*Elizabeth Podd*  
ELIZABETH PODE

*R.T.A.*  
ROBERT TAIGMAN, Esq.  
35 N. BEVERWYCK RD  
LAKE HIAWATHA, NJ 07034

END OF DOCUMENT

DB4686 P218



RECORD AND RETURN TO:

JOSEPH S. ALESSI, ESQ.  
48 Route 46, P. O. Box 621  
Pine Brook, NJ 07058

PREPARED BY:

*Joseph S. Alessi*  
JOSEPH S. ALESSI, ESQ.  
48 RTE. 46, P.O. BOX 621  
PINE BROOK, N.J. 07058

FOURTH AMENDMENT TO MASTER DEED  
OF CAMPAGNA CONDOMINIUM

100819

CAMPAGNA CONDOMINIUM CORPORATION, a Non-Profit Corporation of the State of New Jersey, having its principal offices located at 136 Changebridge Road, in the Township of Montville, County of Morris, and State of New Jersey, formed by virtue of a certain Master Deed dated August 19, 1983, and recorded in the Morris County Clerk's Office on August 25, 1983, in deed book 2687, at page 163, et seq., and amended by FIRST AMENDMENT TO MASTER DEED OF CAMPAGNA CONDOMINIUM, dated October 5, 1983 and recorded in the Morris County Clerk's Office on October 17, 1983, in deed book (2696) at page 373, et seq., and further amended by SECOND AMENDMENT TO MASTER DEED OF CAMPAGNA CONDOMINIUM, recorded in the Morris County Clerk's Office on January 16, 1985, in deed book 2770, at page 111, et seq., and further amended by THIRD AMENDMENT TO MASTER DEED OF CAMPAGNA CONDOMINIUM, dated September 29, 1988, and recorded in the Morris County Clerk's Office on October 6, 1988, in deed book 3041, at page 219, et seq., does hereby amend its Master Deed as follows:

WHEREAS, the original Master Deed of Campagna Condominium which was recorded by Greyco, Inc., hereinafter referred to as the Developer, provided in Article J, paragraph 10 (recorded in deed book 2687, at page 171) that the use and occupancy of each unit shall be restricted to: (i) Up to two (2) individuals both of whom are 55 years of age or older; (ii) A man and wife, either one of whom is 55 years of age or older; and (iii) A single person over the age of 20 but under age 55 living with either of the above when the presence of said person is essential to the physical care or economic support of either of the above.

WHEREAS, at the time of the recording of the original Master Deed the zoning ordinances of the Township of Montville provided that the condominium was to be an "Adult Community" and restricted occupancy of the units to persons who were 55 years of age or older.

WHEREAS, subsequent to the recording of the original Master Deed by the Developer it appears that the Township of Montville revised its zoning ordinances to provide that an "Adult Community" was restricted to occupancy by persons who were 48 years of age or older, as a result of which the Developer amended the Master Deed by the Second Amendment to Master Deed, which then reduced the age references in Article J, paragraph 10 from 55 years of age to 48 years.

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DB3382 P220

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WHEREAS, subsequent to the recording of the Second Amendment to Master Deed, the Township of Montville again revised its zoning ordinances to again provide that an "Adult Community was restricted to occupancy by persons age 55 or older, and the Master Deed of Campagna Condominium was never revised thereafter to reflect the increased age for occupancy.

WHEREAS, the matter of age enforcement was considered by the Board of Trustees and the By-Laws Revisions Committee during the years of 1986 and 1987, and during that time the enforcement of Campagna's age restriction was by virtue of the township's zoning ordinance. The Board of Trustees then took such actions implementing procedures which caused the township tax collector and zoning official to enforce the provisions of the ordinance by a mechanism causing the tax collector to issue a copy of the ordinance with written tax searches which were issued.

WHEREAS, at the time of the revisions to the condominium's By-Laws the By-Laws Revisions Committee considered the issue of age enforcement, which resulted in the provisions contained in Article V, Section 10, subparagraph (a) of the Revised By-Laws, providing for the creation of an Age Committee, whose purpose was to enforce the age restriction of 55 years of age or older.

WHEREAS, subsequent to the enactment of the Revised By-Laws, the Board of Trustees implemented the provisions contained in its Statement of Policy Regarding Age, and the Age Committee adopted a uniform policy on age enforcement at its meeting on April 26, 1989, both providing for the enforcement of the 55 years of age restriction, in conformance with the Township's Ordinance and the original Master Deed. (Copies of the Corporation's Statement of Policy Regarding Age and the Minutes of the Age Committee's April 26, 1989 meeting are on file at the offices of the corporation.)

WHEREAS, Title VII of the Civil Rights Act of 1968, 42 U.S.C.A. sec. 3601, et seq., was thereafter amended by the Fair

Housing Amendments Act of 1988 which provides the statutory framework for prohibiting discriminatory practices in connection with the sale, negotiations, offer, and conditions for offer or sale and/or lease of any dwelling unit. (The Fair Housing Amendments Act of 1988 took effect 180 days after its enactment on September 13, 1988, and provided for regulations to be promulgated by the Secretary of Housing and Urban Development. Those regulations are now codified in 24 C.F.R. 100, et seq.) and

WHEREAS, it is the express and implied intent of this Fourth Amendment to Master Deed to comply with the provisions of the Federal Housing Amendments Act of 1988, and the exemptions contained therein (specifically the exemptions contained in 42 U.S.C.A. 3607 (b)(2) and (3) ), in revising the age restrictions contained in the Second Amendment to Master Deed by increasing them to 55 years of age and older. And, it is further the express purpose of this Amendment to be mindful of the laws of the State of New Jersey, specifically the doctrine of Shadow Lake v. Zampella, 238 N.J. Super. 132 (A.D. 1990).

NOW THEREFORE, the Board of Trustees of the Condominium by and through the authority and outcome of the Age survey conducted by said Board, (reported results dated July 1989) does hereby amend the provisions of Article J, paragraph 10 of the Master Deed, as follows:

Section 10. It is the policy of the condominium to maintain and preserve an adult community quality of life. In furtherance of this express purpose, and within anti-discriminatory guidelines, the use and occupancy of any and all condominium units shall be restricted to the following persons:

- (i) Up to two individuals, both of whom are 55 years of age or older.

- Unofficial Copy
- (ii) A husband and wife, either of whom is 55 years of age or older.
  - (iii) A single individual over the age of 20 years, who is living with either of the above, when it is essential to the physical or mental care or to the economic support of either of the above that such individual reside at the condominium.
  - (iv) The surviving spouse or immediate family member of an individual who was 55 years of age or older at the time of his or her death, provided that such surviving spouse or immediate family member lawfully resided at the condominium in accordance with this section prior to such individual's death, and provided further, that such surviving spouse or immediate family member fails to remarry or otherwise cohabit with an individual who is under the age of 55 years. and
  - (v) A single individual over the age of 20 years, who was lawfully living with an individual who was 55 years of age or older at the time of his or her death in accordance with subsection (iii) above, shall be permitted to continue to reside at the condominium for up to twelve (12) months from the date of death of said individual, provided however, that such single individual does not cohabit with any other individuals who are under the age of 55 years.

It shall be the goal of the Condominium to preserve and maintain the status of its exemption under 42 U.S.C.A. 3607, and to that end the Condominium shall seek to provide for the existence of significant facilities and services specifically.

designed to meet the physical and social needs of older persons. Where it is or may be impossible to provide for such significant facilities due to the existing physical layout of the condominium, the Condominium shall seek to establish that Campagna Condominium is necessary to provide important housing opportunities for older persons. The Condominium by and through its Board of Trustees shall continue to publish, enforce and adhere to such policies and procedures, which are currently in force and/or which may be hereafter adopted, in order to demonstrate an intent by the Condominium to provide housing for persons 55 years of age or older.

In seeking to provide for the the existence of significant facilities and services the Board of Trustees, and/or its committees which may exist from time to time, shall provide for services, programs and facilities which may include, but are not limited to, the following types:

- (a) social and recreational programs specifically geared to persons who are 55 years of age or older;
- (b) continuing education programs specifically geared to persons who are 55 years of age or older;
- (c) the dissemination of information and supplying of counseling specifically geared to persons who are 55 years of age or older;
- (d) recreational, homemaker, outside maintenance and referral services of a type which may be reasonably necessary or useful to occupants of the condominium;
- (e) an accessible physical environment;
- (f) emergency and preventive health care programs;
- (g) transportation services to facilitate access to such services referenced above, which are off-site; and
- (h) services and facilities which are designed to encourage and assist residents to use the services and facilities

DB3382 P224

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available to them, or which are otherwise reasonably useful or necessary to enable the residents of the condominium to avail themselves of the services and facilities provided.

The Board of Trustees shall authorize from time to time an age survey in order to determine the percentages of occupants of units who satisfy the age criteria outlined above. If the survey reveals that the number of occupants at the condominium under the age restrictions outlined above exceed twenty (20%) percent of the total occupants, the Board shall take such actions as are reasonably necessary to reduce the percentage of under-age occupants to less than twenty (20%) percent. At least as frequently as once every five (5) years, the Board of Trustees shall commission an economic study in order to document and establish through credible and objective evidence the fact that the housing at Campagna Condominium provides older persons in the immediate geographic area with needed housing and services.

The Board of Trustees by and through its members and committees shall be authorized at any time, and from time to time, to take such acts and perform such duties as are reasonably necessary and proper to effectuate the purposes of this Section.

IN WITNESS WHEREOF, the President and Secretary of the Board of Trustees sign and acknowledge the foregoing instrument on behalf of Campagna Condominium Corporation on this 13th day of December, 1990.

ATTEST:

CAMPAGNA CONDOMINIUM CORPORATION

Libby Podd  
LIBBY PODD, SECRETARY

Michael Karlan  
MICHAEL KARLAN, PRESIDENT

CORPORATE SEAL:

-6-

DB3382 P225

STATE OF NEW JERSEY, COUNTY OF MORRIS:

I certify that on December 13, 1990 Libby Podd personally came before me and this person acknowledged under oath to my satisfaction that:

- (a) This person is the secretary of Campagna Condominium Corporation, the corporation named in the attached document;
- (b) This person is the attesting witness to the signing of this document by the proper corporate officer who is Michael Karlan, the president of the corporation;
- (c) This document was signed by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Trustees;
- (d) This person knows the proper seal of the corporation which was affixed to this document; and
- (e) This person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on  
December 13, 1990

Joseph S. Alessi  
JOSEPH S. ALESSI  
AN ATTORNEY AT LAW OF NEW JERSEY

Libby Podd  
LIBBY PODD, SECRETARY

RECEIVED  
DEC 19 12 23 PM '90  
KARLAN SECRETARY CLERK



002433

**DRAINAGE EASEMENT**

THIS DRAINAGE EASEMENT is made on this 11<sup>TH</sup> day of December, 1998 between Campagna Condominium Corporation, a corporation of the State of New Jersey, with its offices at 136 Changebridge Road, Montville, New Jersey 07045, referred to as "Grantor", and Montville Township, a Municipal corporation of the State of New Jersey, with its address at 195 Changebridge Road, Montville, New Jersey 07045, referred to as "Grantee".

**Transfer of Easement.** The Grantor grants and conveys an easement over the property of the Grantor as specifically described in Schedule A annexed hereto. This transfer is made for the sum of One Dollar (\$1.00). The Grantor acknowledges receipt of this money.

**Tax Map Reference.** (N.J.S.A. 46:15-2.1) Municipality of Montville Township, a portion of Block 124, Lot 10.

**Property.** The property consists of land in the Township of Montville, County of Morris, State of New Jersey.

**Purpose.** The purpose of this instrument is to grant an easement in perpetuity as below described so that the Grantee, its successors and assigns may construct, maintain, service storm water drainage pipes and related infrastructure over said easement area as that area is specifically described in Schedule A. The Grantee, its successors and assigns shall have the right, liberty and privilege of excavating, erecting, constructing, establishing, operating and maintaining storm water drainage pipes and related infrastructure which shall be located in the easement area as described in Schedule A. The Grantee, its successors or assigns, shall restore the surface of the land following entry thereupon, and shall indemnify the Grantor, its successors and assigns, against any damages or losses arising from the Grantee's, its successors or assigns', entrance upon the land. The aforesaid easement is described more particularly in accordance with Schedule A annexed hereto entitled "Proposed 20 Foot Wide Easement Campagna Condominiums to the Township of Montville, Montville, N.J.", which description was prepared by Bruce D. Rigg, P.E., L.S. dated November 12, 1998 and as further shown on the plan entitled "Plan of Proposed 20' Wide Easement at Campagna Condominiums," in Lot 10, Block 124, Montville Township, Morris County, New Jersey, as Schedule B.

**RECEIVED**

JAN 8 1 06 PM '99  
JOAN BRANNALL  
MORRIS CO. CLERK

PD CK.  
3.00  
C/empt

DB4907 P113



SCHEDULE "A"

**RIGG ASSOCIATES, P.A.**

1000 Maple Avenue, Glen Rock, N.J. 07452

ENGINEERS \* SURVEYORS \* PLANNERS

Tel. (201) 445-0053

Fax (201) 445-6526

**Proposed 20 Foot Wide Easement  
Campagna Condominiums  
To the Township of Montville  
Montville, N.J.**

BEGINNING at a point on the easterly line of Change Bridge Road (66 feet wide) said point being on the division line between lands of Campagna Condominiums on the north and lands of the Trinity Baptist Church on the south, said point also being distant 564.48 feet northerly from the intersection of said easterly line of Change Bridge Road, if produced, with the northerly line of Horseneck Road, if produced, and running, thence;

1. Along said division line between Campagna Condominiums and Trinity Baptist Church, North 81 degrees 36 minutes 55 seconds East, 700.36 feet to a point on the westerly line of lands now or formerly of Montville Township Board of Education, thence;
2. Along said division line between Campagna Condominiums on the west and Montville Township Board of Education on the east, North 04 degrees 09 minutes 20 seconds West, 20.05 feet to a point, thence;
3. Parallel with the first course, South 81 degrees 36 minutes 55 seconds West, 699.11 feet to the aforementioned easterly line of Change Bridge Road, thence;
4. Along said line of Change Bridge Road, South 00 degrees 37 minutes 23 seconds East, 20.18 feet to a point being the point or place of BEGINNING.

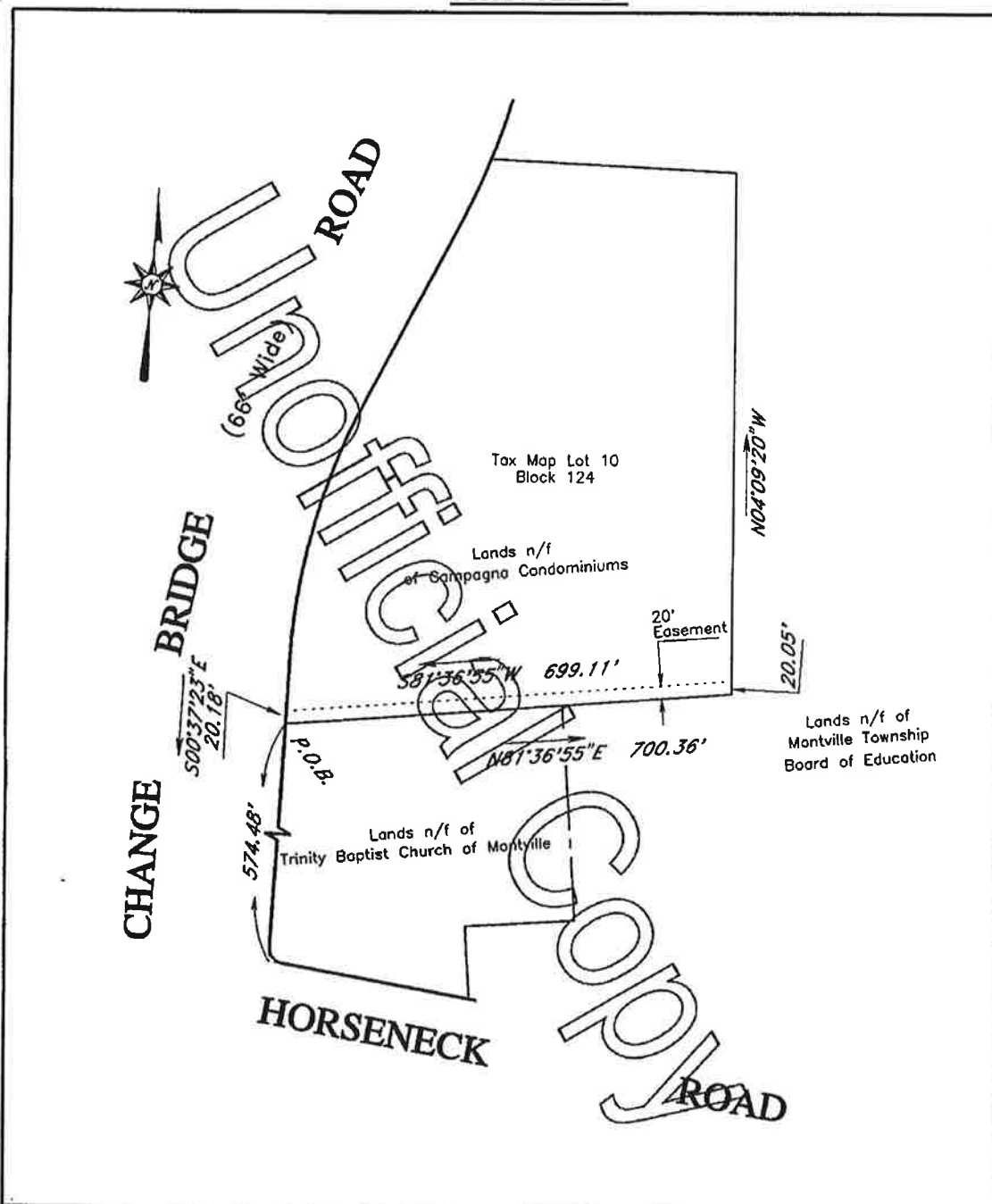
Bruce D. Rigg, P.E., L.S.  
New Jersey License No. 22720

November 12, 1998

BDR/lp/11125-2.DES

DB4907 P114

**SCHEDULE "B"**



**PLAN OF PROPOSED 20' WIDE  
EASEMENT AT CAMPAGNA CONDOMINIUMS**

Township of Montville, N.J.

County of Morris

Scale: 1"=200'

November 16, 1998

REFERENCES: TAX MAP LOT 10, BLOCK 124

**RIGG ASSOCIATES, P.A.**  
1000 Maple Avenue, Glen Rock, N.J. 07452  
Tel. (201) 445-0053 Fax (201) 445-6526

**Bruce D. Rigg** - Professional Engineer & Land Surveyor  
N.J. Reg. No. 22720 - Prof. Planner N.J. No. 2523

Dwn. By: BP

1001907 P115

Job No. 11125.2

**Ownership of Storm Water Drainage Pipes and Infrastructure.** The parties acknowledge and agree that the Grantee shall retain ownership of all storm water drainage pipes and infrastructure and other personalty associated with and necessary to the maintenance and service of the storm water drainage system so installed in the easement area as noted in Schedule A annexed hereto.

**Maintenance and Repair.** The Grantee, its successors and assigns, shall have the right of ingress and egress to and upon the subject easement area for the purpose of maintaining, repairing, replacing and servicing the storm water pipes and infrastructure or other personalty associated with and necessary to service the storm water drainage system as contemplated in this Easement Agreement.

**Promises of the Grantor.** The Grantor promises that the Grantor has the full right and authority to convey this easement.

**Signatures.** This Easement Agreement is signed and attested to by the Grantor's proper representatives as of the date set forth at the top of the first page of this Agreement.

CAMPAGNA CONDOMINIUM  
CORPORATION, Grantor

ATTEST:

  
JUDITH COHEN, Secretary

  
ANGELO MERCADANTE, President

TOWNSHIP OF MONTVILLE

ATTEST:

By:   
JOHN F. ROSSELINI, JR., Mayor

GLADYS C. JAROMBEK, Clerk

State of New Jersey

ss.

County of Morris

Be it Remembered, that on December 11<sup>TH</sup>, 1998, before me, the subscriber, an Attorney at Law of the State of New Jersey, personally appeared JUDITH COHEN, who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that

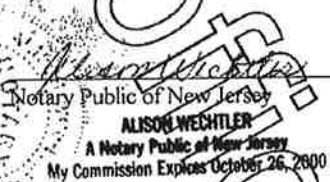
- (i) she is the Secretary of Campagna Condominium Corporation, the Corporation named in the within Instrument;
- (ii) that ANGELO MERCADANTE is the President of said Corporation;

(iii) 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;

(iv) that deponent well knows the corporate seal and was thereto affixed and said Instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed her name thereto as attesting witness.

  
JUDITH COHEN, Secretary

Sworn and subscribed to before  
me this \_\_\_\_ day of December,  
1998.

  
Notary Public of New Jersey  
ALISON WECHTLER  
A Notary Public of New Jersey  
My Commission Expires October 26, 2000

State of New Jersey

County of Morris

Be it Remembered, that on December \_\_\_\_, 1998, before me, the subscriber, an Attorney at Law of the State of New Jersey, personally appeared GLADYS C. JAROMBEK, who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the Clerk of the Township of Montville, a Municipal corporation named in the within instrument that JOHN F. ROSSELINI, JR. is the Mayor of the Municipality, that the execution, as well as the making of this instrument has been duly authorized, as may be appropriate by the proper action of the governing body of said Municipality and the seal affixed to said instrument is such seal as was thereto affixed, and said instrument signed and delivered by the said Mayor, as and for his voluntary act and deed and as for the voluntary act and deed of said Municipality, in the presence of deponent who thereupon ascribed her name hereto as witness.

\_\_\_\_\_  
Clerk

Sworn and subscribed to before  
me this \_\_\_\_ day of December,  
1998.

\_\_\_\_\_  
Notary Public of New Jersey

DB4907 P117

STATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION OR  
EXEMPTION  
(c. 49, P.L. 1968)

or  
PARTIAL EXEMPTION  
(c. 176, P.L. 1975)

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY

COUNTY OF MORRIS

SS.

FOR RECORDER'S USE ONLY

Consideration \$ Just over 100.00  
Realty Transfer Fee \$ Exempt 0-  
Date \_\_\_\_\_ By \_\_\_\_\_

\*This space is to be used to indicate that fee is not applicable for publicly sold.

(1) PARTY OR LEGAL REPRESENTATIVE

(See Instructions #3, 4 and 5 on reverse side.)

Deponent ROBERT H. OOSTDYK, JR. being duly sworn according to law upon his/her oath deposes and says that he/she is the LEGAL REPRESENTATIVE OF GRANTEE in a deed dated DECEMBER 11, 1998, transferring real property identified as Block No. 124, Lot No. 10 located at TOWNSHIP OF MONTVILLE, COUNTY OF MORRIS and annexed hereto.

(2) CONSIDERATION

(See Instruction #6.)

Deponent states that, with respect to deed hereo annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$1.00.

(3) FULL EXEMPTION FROM FEE

Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

(A) CONSIDERATION IS LESS THAN \$100.00; (B) GRANTEE IS A MUNICIPALITY

(4) PARTIAL EXEMPTION FROM FEE

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9.)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c. 176, P.L. 1975 for the following reason(s):

a) SENIOR CITIZEN (See Instruction #8.)

- ☐ Grantor(s) 62 yrs. of age or over.  
☐ One or two-family residential premises.

- ☐ Owned and occupied by grantor(s) at time of sale.  
☐ No joint owners other than spouse or other qualified exempt owners.

b) BLIND (See Instruction #8.)

- ☐ Grantor(s) legally blind.  
☐ One or two-family residential premises.

- ☐ Owned and occupied by grantor(s) at time of sale.  
☐ No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8.)

- ☐ Grantor(s) permanently and totally disabled.  
☐ One- or two-family residential premises.  
☐ Receiving disability payments.

- ☐ Owned and occupied by grantor(s) at time of sale.  
☐ Not gainfully employed.  
☐ No joint owners other than spouse or other qualified exempt owners.

\*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.

c) LOW AND MODERATE INCOME HOUSING

- ☐ Affordable According to HUD Standards.  
☐ Meets Income Requirements of Region.

- (See Instruction #8.)  
☐ Reserved for Occupancy.  
☐ Subject to Resale Controls.

d) NEW CONSTRUCTION

(See Instruction #9.)

- ☐ Entirely new improvement.  
☐ Not previously used for any purpose.

- ☐ Not previously occupied.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and sworn to before me  
this 23 day of December, 1998.

DANICA M. DUVAL  
A Notary Public of New Jersey  
My Commission Expires June 29, 1999

Robert H. Oostdyk, Jr.  
ROBERT H. OOSTDYK, JR.  
51 ROUTE 23 S.  
RIVERDALE, NJ 07457  
Address of Deponent

CAMPAGNA CONDOMINIUM CORP.  
(Name of Grantor (type above line))  
136 CHANGEBRIDGE ROAD  
MONTVILLE, NEW JERSEY  
Address of Grantor at Time of Sale

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.

Instrument Number \_\_\_\_\_ County \_\_\_\_\_  
Deed Number \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_  
Deed Dated \_\_\_\_\_ Date Recorded \_\_\_\_\_

DB4907 P118

Unofficial Copy

DRAINAGE EASEMENT

CAMPAGNA CONDOMINIUM  
CORPORATION

TO

MONTVILLE TOWNSHIP

DATED: December 11, 1998

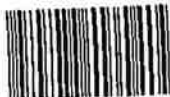
Record and Return to:

~~CASHA, CASHA & SCHEPIS~~  
~~437 Main Road, P.O. Box 659~~  
~~Montville, New Jersey 07045~~

Johnson, Murphy, Hubner, McLean, Wubbenhorst & Appelz, ESQS  
Rivendale South  
51 Route 23 South  
Rivendale, N.J. 07457

DB4907 P119

END OF DOCUMENT



2003-171900

REVISION TO THE BY-LAWS  
OF THE CAMPAGNA CONDOMINIUM CORPORATION  
ADOPTED May 27, 2003

WHEREAS, a vote was held by a quorum of Campagna Condominium Corporation on May

27 2003, and

WHEREAS, a majority of a quorum voted to amend the by-laws as follows; and

WHEREAS, the current Board of Trustees has ratified the above mentioned vote and has no objection to the change in By-laws pursuant to Article XV, Section 2 of the Third Amended Master Deed, as recorded in Book 3041, Page 2048; and Article VI, Section 4(M) of the By-laws as recorded in Book 2687, Page 190.

THEREFORE, the by-laws of Campagna Condominium Corporation are revised as follows:

1. Article X, Section 1, of the By-laws shall be amended to reflect the waiver of the rights of the unit owner to sue the Association on liability issues common to the Condominium Association's responsibility.

2. Article X, Section 1 shall be amended to read as follows: Immunity of the Association Members shall recognize that the Association shall not be liable in any civil action brought by or on behalf of a unit owner or spouse to respond in damages as a result of bodily injury or death to the unit owner and/or resident occurring on the premises of the Association. Nothing in this Section shall be deemed to grant amnesty to the Association causing bodily injury or death by its willful, wanton, or grossly negligent act of commission or omission.

3. Article X, Section 2 shall be amended to read: Section one of Article X shall apply to actions for injuries or death sustained on or after the adoption of this Section.

DB05941P088

(2)

IN WITNESS WHEREOF, the President and Secretary of the Board of Trustees sign and acknowledge the foregoing instrument on behalf of Campagna Condominium Corporation, this 27 day of May, 2003, and hereby instruct the County Clerk of Morris to record same.

Witness:

Campagna Condominium Corporation

Judith Cohen  
(Secretary)

By: Carol Ann DeVito  
CAROL ANN DeVITO, President

State of New Jersey

ss

County of Morris

BE IT REMEMBERED, that on May 27, 2003, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Judith Cohen, who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that:

- (a) he/she is the Secretary of Campagna Condominium Corporation, the Corporation named in the within Instrument;
- (b) that CAROL ANN DeVITO is the President of said Corporation;
- (c) 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;
- (d) that deponent well knows the corporate seal and said seal was affixed thereto; and
- (e) said Instrument was signed and delivered by said President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his/her name thereto as attesting witness.

Judith Cohen  
Judith Cohen, Secretary

Sworn to and subscribed before me,  
this 27 day of May, 2003

Dolores A. D'Accardi  
Notary Public of the State of New Jersey  
DOLORES A. D'ACCARDI  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES MAY 17, 2005

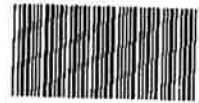
JOAN BRAMHALL - MORRIS COUNTY CLERK  
DATE 10 26 2003 TIME 09 19 AM PAGES 2

30.00 COPE COUNTY FEES  
10.00 STPG NUMBER OF PAGES STATE  
40.00 TOTAL RECORDING FEES  
sk pdak 32931

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END-OF-DOCUMENT





088322

REVISION TO THE BY-LAWS  
OF THE CAMPAGNA CONDOMINIUM CORPORATION  
ADOPTED MAY 26, 1999

WHEREAS, a vote was held by a quorum of the unit owners of Campagna Condominium Corporation on May 26, 1999; and

WHEREAS, a majority of a quorum voted to amend the by-laws as follows; and

WHEREAS, the current Board of Trustees has ratified the above mentioned vote and has no objection to the change in by-laws.

THEREFORE, the by-laws of Campagna Condominium Corporation are revised as follows:

1. Article III, Section 8, of the By-laws shall be amended to reflect that the non-resident owner shall be permitted to convey their right to vote pursuant to Section 8 in the stead of the non-resident owner. Such conveyance shall be in writing and delivered to the Board of Trustees in order to be effective.
2. Article IV, Section 1(A) shall be amended to read as follows: The corporation shall be administered and managed by a Board of Trustees consisting of nine (9) persons, all of whom shall be 55 years of age or older. Such member of the Board of Trustees shall either be an age compliant unit owner or resident of the condominium complex. Should such age compliant individual not be an owner of the condominium unit, but shall be a resident of the condominium unit, the owner shall have placed in writing, that such resident non-owner shall be permitted to serve on the Board of Trustees, thereby waiving the non-resident unit owner's right to serve on the Board of Trustees. At no time shall a unit owner and the non-owner resident both be permitted to be on the Board of Trustees.
3. Should the non-resident owner place in writing that the resident non-owner shall be permitted to be on the Board of Trustees all notices pursuant to Article IV, Section 10 of the By-laws

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Pd.ck.  
19.00

shall be permitted to be given to the resident of the condominium unit. Such person receiving notices pursuant to Article IV, Section 10 of the By-laws, shall stand in the place of the non-resident owner.

4. Throughout these by-laws, any section contained herein which entitles the unit owner to notice shall be amended to reflect that such unit owner shall be permitted to convey the rights to such notice to the non-owner resident of the condominium unit.

5. Anywhere herein, in order for a non-resident owner to convey their ability to serve on the Board of Trustees or their ability to vote, to a resident non-owner, there shall be a family relationship between the non-resident owner and the resident non-owner.

IN WITNESS WHEREOF, the President and Secretary of the Board of Trustees sign and acknowledge the foregoing instrument on behalf of Campagna Condominium Corporation, this 26<sup>th</sup> day of May, 1999 and hereby instruct the County Clerk of Morris to record same.

Witness:

Campagna Condominium Corporation

Judith Cohen  
Judith Cohen, Secretary

By: Angelo Mercadante  
Angelo Mercadante, President

DB5037 P038

State of New Jersey :  
: ss.  
County of Morris :

BE IT REMEMBERED, that on May 26, 1999, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Judith R. Cohen, who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that:

- (a) she is the Secretary of Campagna Condominium Corporation, the Corporation named in the within Instrument;
- (b) that Angelo Mercadante is the President of said Corporation;
- (c) 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;
- (d) that deponent well knows the corporate seal and said seal was affixed thereto; and
- (e) said Instrument was signed and delivered by said President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his/her name thereto as attesting witness.

Judith R. Cohen  
Judith R. Cohen, Secretary

Sworn to and subscribed before me,  
this 26<sup>th</sup> day of May, 1999.

Elizabeth K. Podd  
Notary Public of the State of New Jersey  
ELIZABETH K. PODD  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES AUG. 14, 1999

c/wp/campag/bylaws.rev

R&R

Casha, Casha & Schepis  
437 Main Road  
P.O. Box 659  
Montville, N.J. 07045

RECEIVED

1999 AUG 17 P 3 52

JOAN BRAMHALL  
MORRIS CO. CLERK

DB5037 P039

END OF DOCUMENT

BY-LAWS  
of the  
CAMPAGNA CONDOMINIUM CORPORATION

ARTICLE I  
NAME AND PURPOSE

The name of this Corporation shall be CAMPAGNA CONDOMINIUM CORPORATION. This Corporation shall be responsible for the administration and management of the Condominium and Condominium Property, including, but not limited to, the conduct of all activities of common interest to the unit owners. This Corporation shall be a non-profit corporation organized pursuant to the provisions of N.J.S.A. 15:1-1, et seq.

ARTICLE II  
APPLICATION OF BY-LAWS AND MASTER DEED

All present and future owners, mortgagees, lessees and occupants of units and their employees, guests and any other persons who may use the facilities of the Property in any capacity or manner, are subject to these By-Laws, the Master Deed and the Rules and Regulations adopted thereunder.

ARTICLE III  
MEMBERSHIP AND MEETINGS OF THE CORPORATION

Section 1. Membership and Place of Meetings: The Unit Owners of the Condominium shall constitute the membership of the Corporation. The Corporation shall hold meetings at the Condominium Property or at such other place within the State of

New Jersey as the Corporation shall authorize and designate.

Section 2. Annual Meetings: Annual meetings of the Corporation shall be held on March 1st of each year. The first annual meeting shall take place as soon as practicable after the recording of this Master Deed and By-Laws. Trustees shall be elected at each annual meeting by a ballot of a majority of the members entitled to vote. The members may also transact such other business as may properly come before the meeting.

Section 3. Special Meetings: After the first annual meeting, special meetings of the Unit Owners may be called by the President, Vice President, Secretary, or by a majority of the Board of Trustees, and must be called by the Secretary upon receipt of a written request from the owners of twenty-five percent or more of the ownership interest in the general common elements, as set forth in the Master Deed. Such written request shall state the purpose or purposes of the proposed meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice of meeting.

Section 4. Unit Owners Entitled to Notice: The Unit Owners entitled to notice of any meeting of the Corporation, or any adjournment thereof, or for the purpose of any other action, shall be the Unit Owners at the date the notice is given, as listed on the official list thereof, maintained by the Secretary.

Section 5. Notice of Meeting: Notice of meetings of the Unit Owners of the Corporation shall be in writing. Such notice shall set forth the purpose of the meeting and shall be mailed or delivered to the Unit Owners at their apartments or to such other address as they shall have designated to the Secretary in writing, not less than five nor more than twenty days prior to the date of the meeting.

Section 6. Waiver of Notice: Notice of meetings need not be given to any Unit owner who signs a waiver of notice, whether before or after the meeting. The attendance of any Unit Owner at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting of any lack of proper notice of such meeting, shall constitute a waiver of notice of the meeting by him.

Section 7. Quorum of Unit Owners: A quorum at Unit Owners' meetings shall consist of Unit Owners holding fifty-one percent or more of the ownership interest in the general common elements as set forth in the Master Deed. The subsequent joinder of a Unit Owner in the action taken at a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such person for the purpose of determining a quorum. When a quorum is once present to organize the meeting, it cannot be broken by the subsequent withdrawal of a Unit Owner or Owners. The Unit Owners present may adjourn the meeting despite the absence of a quorum.

Section 8. Voting: Unit Owners shall be entitled to one vote for each unit owned. Unit Owners shall not be entitled to vote at any meeting when they are in arrears for more than sixty days in the payment of the common expense or assessment. The Secretary shall issue a certificate to Unit Owners indicating their entitlement to vote. Each vote shall be cast by the person named in the certificate or by his proxy when filed with the Secretary of the Corporation. If ownership is vested in two or more persons, such co-owner shall share the vote applicable to that unit in the proportion of their ownership of that unit. The aggregate number of votes shall be equal to the number of Condominium units. A unit which has been acquired by the Corporation in its own name or in the name of its agent, designee or nominee on behalf of the Unit Owners shall not be entitled to

a vote so long as it continues to be so held, and the number of votes required for affirmative action shall be reduced by the number of votes so held.

Section 9. Proxies. A vote may be cast or action taken in person or by proxy. To be valid, proxies must be duly signed by the Unit Owner and must be filed with the Secretary at or before the appointed time of the meeting. A proxy may be revoked by the Unit Owner by appearance in person at the meeting and there and then filing with the Secretary at that time, notice of revocation.

Section 10. Order of Business at Annual Meetings: The order of business at the annual meeting of the Unit Owners of the Corporation shall be:

- (a) Calling the roll and certifying of proxies.
- (b) Proof of notice of the meeting or certificate as to waivers.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of the officers of the Corporation.
- (e) Reports of the Board of Trustees of the Corporation.
- (f) Reports of committees, if any.
- (g) Election of inspectors of election.
- (h) Election of Board of Trustees of the Corporation.
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

Section 11. Order of Business at Special Meetings.

The order of business at all other meetings of the Unit Owners shall, as far as practical, conform to the order of business at

the annual meeting insofar as the special purpose of the meeting will permit.

Section 12. Presiding Officer. The President, or in his absence, the Vice President, or if both be absent, then a Chairman selected and chosen by the Unit Owners, shall preside at all meetings of the Board of Trustees.

ARTICLE IV  
BOARD OF TRUSTEES

Section 1. Board:

(a) The Corporation shall be administered and managed by a Board of Trustees, consisting of nine persons, who shall be eighteen years of age or older, each of whom shall be either a member of the Corporation or an employee or designee of the GRANTOR. Not more than one person from each unit shall be eligible to serve as Trustee.

Section 2. Number and Term of Office.

(a) At the first annual meeting of the members of the Corporation, three Trustees shall be elected to serve for a term of three years; three Trustees shall be elected to serve for a term of two years; and three Trustees shall be elected to serve for a term of one year. At the expiration of the initial term of each Trustee, his successor shall be entitled to serve for a term of three years, provided that each Trustee shall continue to hold office until his successor is elected. Trustees shall serve without compensation.

Section 3. Right of Unit Owners Other Than the Grantor to Elect Members of the Board of Trustees: When Unit Owners other than the developer (hereinafter designated GRANTOR) own twenty-five percent or more of the units in a condominium that will be



operated ultimately by a Corporation, the Unit Owners other than the GRANTOR shall be entitled to elect not less than twenty-five percent of the Board of Trustees of the Corporation. Unit Owners other than the GRANTOR shall be entitled to elect not less than forty percent of the Board of Trustees of the Corporation upon the conveyance of fifty percent of the units in a condominium. Unit Owners other than the GRANTOR shall be entitled to elect all of the members of the Board of Trustees of the Corporation upon the conveyance of seventy-five percent of the units in a condominium. However, when some of the units of a condominium have been conveyed to purchasers and none of the others are being constructed or offered for sale by the GRANTOR in the ordinary course of business, the Unit Owners other than the GRANTOR shall be entitled to elect all of the members of the Board of Trustees of the Corporation. Notwithstanding any of the provisions of this Section, the GRANTOR shall be entitled to elect at least one member of the Board of Trustees of the Corporation as long as the GRANTOR holds for sale in the ordinary course of business one or more units in a condominium operated by the Corporation.

A developer may surrender control of the executive board of the Corporation prior to the time as specified, provided the owners agree by a majority vote to assume control.

Upon the assumption by the owners of control of the executive board of the Corporation, all items and documents pertinent to the Corporation such as, but not limited to, a copy of the Master Deed, Declaration of Covenants and Restrictions, documents of creation of the Corporation, By-Laws, minute book, including all minutes, any rules and regulations, an accounting of Corporation funds, Corporation funds, all personal property, insurance policies, government permits, a membership roster and

all contracts and agreements relative to the Corporation.

The Corporation, when controlled by the owners, shall not take any action that would be detrimental to the sales of units by the developer and shall continue the same level of maintenance, operation and services as immediately prior to their assumption of control, until the last unit is sold.

Section 4. Disqualifications, Installation and Vacancy.

(a) No Unit Owner or any member of his immediate family who is in arrears in payment of his common expenses for more than sixty days shall be eligible for election as an officer or member of the Board of Trustees.

(b) Members of the Board of Trustees shall be installed at the next meeting of the Board after their election.

(c) If the office of any Trustee shall become vacant by reason of his death, resignation, retirement, disqualification, removal from office or otherwise, the remaining Trustees at a special meeting duly called for such purpose, shall choose a successor who shall hold office until the next annual meeting of the member and his re-election or the election of his successor at such meeting. The person so elected shall serve for the unexpired term in respect to which such vacancy occurred. When a member of the Board of Trustees who has been elected by unit owners other than sponsor is removed or resigns, that vacancy shall be filled by a unit owner other than sponsor.

Section 5. Resignation: A Board member may resign at any time by giving written notice to the Board, the President or the Secretary. Unless otherwise specified in the letter of resignation, the resignation shall take effect immediately upon receipt thereof by the Board or by the officers designated to receive the same, and acceptance of the resignation shall not be

necessary to make it effective. A resignation will not relieve the member resigning from any liability by reason of malfeasance while in office.

Section 6. Quorum: A majority of the Board of Trustees shall constitute a quorum for the transaction of business or for any specific item of business. If at any meeting there is less than a quorum present, the meeting shall be adjourned from time to time until a quorum is present. At an adjourned meeting, any business which could have been transacted at the meeting originally called, may be transacted without further notice. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such member for the purpose of determining the presence of a quorum.

Section 7. Action of the Board. A quorum being present, a vote of the majority of those present shall constitute the action of the Board, except as to those matters where the law and Condominium documents require a different majority.

Section 8. Time and Place of Board Meeting: The Board of Trustees shall meet regularly at least once every three months at such times and places as the Board may fix. It may hold its meetings at the property or at such other places as it may determine. The annual meeting of the Board shall be held immediately following the annual meeting of the unit owners, at the place where such annual meeting of unit owners is held. A special meeting of the Board may be called by the President or Vice President, on two days' notice given either in writing, in person, by telephone, or by wire, to each member. Such special meeting must be called on the demand or request of two members of the Board, or upon the request of the unit owners holding

fifty-one percent or more of the ownership interest in the general common elements.

Section 9. Meetings to be Conducted After Unit Owners Other Than Grantor are Entitled to Elect a Member of the Board of Trustees: Within thirty days after the unit owners, other than the GRANTOR, are entitled to elect a member of the Board of Trustees, the Corporation shall call and give not less than twenty nor than thirty days of a meeting of the unit owners to elect members of the Board of Trustees. The meeting may be called and the notice be given by any unit owner of the Corporation if the Corporation fails to do so.

Section 10. Notice of Meeting and Waivers:

(a) Regular meetings, once established, may thereafter be held without notice at the time and at the place agreed upon by the Board. If the time or the place of a regular meeting be changed by circumstances beyond the control of the Board, notice of the change shall be given in the same manner as for a special meeting.

(b) Notice of special meetings shall state the date, time, place and purpose of such meeting.

(c) Notice of a meeting need not be given to any member who submits a waiver of notice, whether such waiver be before or after the meeting. Attendance at the meeting shall be deemed to be a waiver of notice thereof.

Section 11. Presiding Officer: The President or in his absence, the Vice President, or if both be absent, then a Chairman selected and chosen by the Board shall preside at all meetings of the Board of Trustees.

## ARTICLE V

### OFFICERS

Section 1. Election of Officers: At the annual meeting of the Board of Trustees, there shall be elected a President, Vice President, Secretary and Treasurer. One member may hold the office as both Secretary and Treasurer. The officers shall all serve for a term of one year and until their successors are elected and qualify; provided, however, that each such officer shall hold office at the pleasure of the Board and may be removed either with or without cause, and his successor elected at any special meeting of the Board called for such purpose, upon the affirmative vote of a majority of the Board. The Board may, from time to time, elect such other officers as in their judgment are necessary.

Section 2. President: The President shall be the Chief Executive Officer of the Corporation and he shall have all of the powers and duties usually vested in a President of a corporation, including the power to appoint committees as he may, with the consent of the Board of Trustees, deem appropriate. He shall exercise such other powers and duties as shall be prescribed by the Board. He shall see that all orders and resolutions of the Board shall be carried into effect. He may delegate some of his duties to the Vice President. He shall execute deeds, contracts and other documents in the name of and on behalf of the Corporation, except when the signing and execution thereof shall be delegated by the Board or another officer or agent of the Corporation.

Section 3. Vice President: The Vice President shall perform all duties as shall be delegated to him by the President and shall take the place of the President and perform his duties

whenever the President shall be absent or unable to act.

Section 4. Secretary: The Secretary shall keep a record of all resolutions and actions of the Board and all meetings of the unit owners in a Minute Book or books for that purpose. He shall attend to the giving of all notices to the unit owners and/or Board members, and shall supervise the service thereof. He shall prepare and keep up to date a list of the names of the unit owners, their unit numbers and their percentage of ownership in the common elements. This list shall be open to inspection by all unit owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The list shall be made available at each meeting of the unit owners. He shall perform all other duties incident to the office of Secretary of a corporation as may be required by the President or Board of Trustees.

Section 5. Treasurer: The Treasurer shall keep the financial records of the Corporation and shall keep books of account and shall have custody of all the common property of the Condominium including all funds, securities and evidences of indebtedness. He shall keep the assessment roll and the accounts of the unit owners. He shall perform all other duties incident to a Treasurer of a corporation as prescribed by the Board. He shall deposit all monies and other valuables in the name of and to the credit of the Corporation in such depositories as shall be designated by the Board. He shall disburse the funds of the Corporation as he may be ordered and authorized by the Board, and shall preserve proper vouchers for such disbursements. He shall render an annual report at the annual meeting of the unit owners and shall render reports to the Board on the financial condition of the Corporation at each quarterly meeting, and exhibit at

such meetings current bank statements. The Treasurer and the President shall, as prescribed by the Board, report on the operation of the property and the payment of common expenses and the determination and collection of common charges.

Section 6. Compensation: Unless otherwise voted by the unit owners, no officer shall receive any compensation for acting as such, but reimbursement for all actual expenses shall be made.

Section 7. Removal of Officers: Upon the affirmative vote of a majority of the Board of Trustees, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board or any special meeting called for this purpose.

#### ARTICLE VI ADMINISTRATION

Section 1. The Condominium shall be administered by the Corporation.

Section 2. Duties of the Corporation: The Corporation, acting through its Board of Trustees and officers, shall be responsible for the performance of those duties assigned to it by law and which are necessary for the effective administration of the Condominium.

Section 3. Insurance Protection of Blanket Mortgagees, Unit Owners and their Mortgagees: The Corporation shall provide and require that all insurance required by law shall also protect blanket mortgagees, unit owners and their mortgagees, as their respective interests may appear. The Corporation shall assess and collect from each unit owner such specific charges for insurance coverage applicable to his unit.

Section 4. Power of the Corporation: In addition to the powers set forth herein, the Corporation shall have those

powers granted to it by law. It shall also be empowered to:

(a) Maintain surveillance of, repair, keep up, care for, replace, maintain, clean, operate and improve the common elements and any personal property of the Corporation. Capital expenditures must first be approved by the unit owners as set forth in Article III of these By-Laws.

(b) Determine the amounts required to operate the Corporation, including, without limitation, the operation and maintenance of the property.

(c) Assess and collect the common expenses from the unit owners and use and expend same for the operation, maintenance, repair, replacement, surveillance and protection of the property and the administration of the Condominium.

(d) (i) Employ for the Corporation a management agent or manager at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties specifically set forth herein. The duties conferred upon the management agent, may, at any moment, be revoked, modified or amplified by a majority of the owners in a duly constituted meeting. The Board may employ any other employee or agent to perform such duties at such salaries as the Board may establish, to perform services required for the proper administration of the Corporation and the Condominium Property and to require in their discretion, any officer or employee or agent handling or responsible for any funds of the Corporation to furnish fidelity bonds satisfactory to the Board, the premium on such bonds to be paid by the Corporation as part of the common expenses.

(ii) Any management, employment, service or maintenance contract or contract for the supply of equipment or



material, which is directly or indirectly made by or on behalf of the Corporation shall not be entered for a period in excess of one year. Any such contract or lease may not be renewed or extended for periods in excess of one year.

(e) Enforce by legal means all of the provisions of the Act, the Master Deed, these By-Laws, the rules and regulations of the Condominium, and the resolutions and decisions rendered pursuant thereto.

(f) Pay all taxes and assessments levied or assessed against any property of the Condominium, exclusive of any taxes or assessments levied against any unit or otherwise properly payable by a unit owner.

(g) Enter, or cause to be entered, with notice, any unit from time to time during reasonable hours, as may be necessary for the maintenance, repair or replacement of any common elements therein, or accessible therefrom, or for making emergency repairs necessary to prevent damage to common elements or to any other unit or units.

(h) Make, amend and enforce rules and regulations respecting the use and operation of the Property, but not inconsistent with the Master Deed or these By-Laws. A copy of such rules and regulations and copies of any amendments thereto, shall be delivered or mailed to each unit owner promptly upon the adoption thereof.

(i) Pay the cost of all power, water, sewer or other utility services rendered to the Corporation which are not payable by the unit owners.

(j) Purchase units in the Condominium and otherwise acquire, hold, lease, mortgage and convey the same.

(k) Take possession of any abandoned unit to prevent damage to the other units or to the common elements.

(l) Open and maintain bank accounts on behalf the Corporation and designate the signatories required therefor, one of whom shall be the Treasurer.

(m) Take any other action considered by it to be necessary or desirable in connection with the maintenance, management, administration and operation of the Condominium not in conflict with the provisions of the Act, the Master Deed or these By-Laws or to carry out its obligations thereunder.

#### ARTICLE VII FISCAL MANAGEMENT

Section 1. Determination of Common Expenses and Fixing of Common Charges: The Board of Trustees shall, from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of the common charges payable by the unit owners to meet the common expenses of the Condominium and allocate and assess such common expenses among the unit owners according to their respective interests in the common elements, as set forth in the Master Deed.

Section 2. Payment of Common Expenses: All unit owners shall be obligated to pay the common expenses assessed by the Board of Trustees pursuant to the provisions of Section 1 of this Article, on the first day of each month or at such other time or times as the Board of Trustees shall determine.

Section 3. Collection of Assessments: The Board of Trustees shall assess common expenses against the unit owners from time to time and at least annually, and shall take prompt

action to collect any common expense due from any unit owner which remains unpaid for more than thirty days from the due date for payments thereof. In the event that the common expense due from any unit owner shall remain unpaid for more than thirty days from the due date, the Board, at its discretion, may declare the balance of any common expense to become due by the unit owner for the balance of the budget period to be accelerated and immediately payable and shall be added to the amount due.

Section 4. Default in Payment of Common Expenses: In the event of default of any unit owner in paying the Board of Trustees, within thirty days from the due date for payment thereof, such unit owner shall be obligated to pay interest at the maximum legal rate on such common expenses from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Board of Trustees in any proceedings brought to collect such unpaid common charges. The Board of Trustees shall have the right and duty on behalf of the Corporation, to attempt to recover such common expenses, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action to recover the same brought against such unit owner and/or by foreclosure of the lien on such unit, if such default in payment is not cured within ten days after written notice delivered or mailed to the defaulting unit owner, notifying him of the intention to commence such proceedings.

Section 5. Lien for Unpaid Expenses. All such common expenses chargeable to a unit owner shall constitute a lien on the unit in favor of the Corporation, for the use and benefit of all the unit owners, as set forth in the Condominium Act. Said lien may be enforced or foreclosed in the manner provided in the Act, or otherwise, in accordance with law, and in the event of fore-

closure or other legal action, the Corporation shall, in addition to the amount due, be entitled to recover reasonable expenses of the action, including costs and attorneys' fees. The right of the Corporation to foreclose said lien shall be in addition to any other remedy which may be available to it at law or in equity.

Section 6. Severance of Common Services: In addition to all other remedies available to the Corporation, in the event of any default by a unit owner in his payment of the common expenses, the Corporation shall have the right, to be exercised by the Board of Trustees if such default continues for thirty days, to notify the delinquent unit owner that if the delinquent assessment is not paid within ten days, any or all utility services and other common elements and services serving the unit of the delinquent unit owner, will be severed and will remain severed until the assessment in default is paid. Such notice shall be in writing and delivered to the unit owner or mailed to him by certified or registered mail at his last address on the Corporation's records. If said default is not cured within a ten-day period, the said utility services and other common elements and services, or any portion thereof, may be severed and may remain severed until the assessment in default is paid.

Section 7. Audits and Reports: The books and accounts of the Corporation shall be audited by an independent certified public accountant, not a member of the Board, at the end of each fiscal year, and at such other time or times as may be deemed necessary. The Board of Trustees shall also prepare at the end of each fiscal year, and furnish to each unit owner a report of the business and affairs of the Corporation, showing its transactions and reflecting fully and accurately its financial conditions.

## ARTICLE VIII

### INSURANCE

#### Section 1. Insurance to be Obtained by the Corporation:

In addition to all other insurance required by law to be maintained by the Corporation, the Corporation shall maintain workmen's compensation insurance, if necessary.

Section 2. Payment of Insurance Proceeds: All proceeds payable as a result of casualty losses sustained which are covered by insurance maintained by the Corporation, shall be paid to the Board of Trustees, which shall act as the insurance trustee. The sole duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein and for the benefit of the unit owners and their respective mortgagees.

Section 3. Delegation of Adjustment Rights: Each unit owner and mortgagee shall be deemed to have delegated to the Board of Trustees his right to adjust with the insurance companies all losses under policies purchased by the Corporation.

Section 4. Distribution to Mortgagees: In no event shall any distribution of proceeds be made by the Board of Trustees directly to a unit owner where there is a mortgage endorsement on the certificate of insurance affecting his unit. In such event, any remittance shall be to the unit owner and his mortgagee, jointly. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by him.

## ARTICLE IX

### NOTICE TO FIRST MORTGAGEES

A first mortgagee, upon request, will be entitled to written notification from the Corporation of any default in the

performance by any unit owner of any obligation of the unit owner under this Master Deed, By-Laws or any rules and regulations adopted thereunder which is not cured by the unit owner within sixty days of the notice of breach to the unit owner by the Corporation.

#### ARTICLE X

##### RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

###### Section 1. Reconstruction and Repair:

(a) Damage to or destruction of any improvements on the Condominium Property or any part hereof or to a common element or elements or any part thereof covered by insurance required to be maintained by the Corporation shall be repaired and restored by the Corporation, using the proceeds of any such insurance. The unit owners directly affected shall be assessed on an equitable basis for any deficiency and shall share in any excess.

(b) If the proceeds of such insurance shall be inadequate by a substantial amount to cover the estimated cost of restoration of an essential improvement or common element or if such damage shall constitute substantially total destruction of the Condominium Property or of one or more of the buildings comprising the Condominium Property the Corporation shall proceed to realize upon the salvage value of that portion of the Condominium Property so damaged or destroyed either by sale or such other means as the Corporation may deem advisable and shall collect the proceeds of any insurance. Thereupon the net proceeds of such sale, together with the net proceeds of such insurance shall be considered as one fund to be divided among the unit owners directly affected by such damage or destruction in propor-

tion to their respective undivided ownership of the common elements. Any liens or encumbrances or any affected unit shall be relegated to the interest in the fund of the unit owners.

ARTICLE XI  
PARLIAMENTARY RULES

Robert Rules of Order (latest edition) shall govern the conduct of meetings and proceedings, except where the Condominium documents or the Laws of the State of New Jersey require a different method of procedure.



2005-030294

Prepared By:

*Caroline Record*

Caroline Record, Esq.

**CAMPAGNA CONDOMINIUM CORPORATION**  
**(the "Association")**

**RESOLUTION**

**ADOPTING PROCEDURES REGARDING LEASING OF UNITS**

**PREAMBLE**

1. The Master Deed for Campagna Condominium Corporation, as thereafter amended, (the "Master Deed") was recorded in the Morris County Clerk's Office on August 25, 1983, in Deed Book 2687 at Page 163, and the By-Laws of Campagna Condominium Corporation, (the "By-Laws"), were recorded as Exhibits to the Master Deed.

2. The Board of Trustees (the "Board") of the Association is authorized, pursuant to Article VI, Section 4, paragraph h of the By-Laws, to adopt and amend rules and regulations regarding the conduct of the owners, occupants, and users of the Condominium properties and the Units.

3. For the benefit and protection of the Association and of the individual Unit Owners, the Board deems it necessary and desirable to establish and operate by certain additional and supplemental procedures regarding the leasing of Units.

4. This Resolution was duly introduced and was thereafter adopted at a regularly scheduled meeting of the Board, at which a quorum was present, by a majority of the total members of the Board eligible to vote on this matter.

**NOW, THEREFORE, BE IT RESOLVED**, on this 15<sup>th</sup> day of MARCH, 2005, that the Board hereby establishes and adopts the following procedures to be applied in connection with the leasing of Units:

**A. Supplemental Procedures and Requirements Regarding Leasing of Units.**

1. This Resolution is intended to supplement the Master Deed and By-Laws and, more specifically, is intended to supplement the provisions of Section J(5) of the Master Deed regarding leasing of Units. This Resolution is not intended to replace or contradict the



provisions, terms, or conditions set forth in the By-Laws. This resolution shall be effective as of JUNE 1, 2005, and shall apply to all leases and subleases executed on or after said date.

2. In addition to the requirements set forth in Section J(5) of the Master Deed, each Unit Owner leasing or subleasing a Unit shall be required to provide a true and complete copy of the fully executed lease (or sublease, if applicable) regarding the Unit and such copy shall be provided to the Board (through its designated agent or officer) within seven (7) days following the complete execution of the lease or sublease and, in any event, prior to the commencement date pursuant to the lease or sublease.

3. The Unit Owner shall advise the Association of the full names of the tenants, address and telephone number of the tenants, and the address and telephone number(s) for the Unit Owner if the Unit Owner shall not be residing at the Unit.

4. It shall be the affirmative obligation of the Unit Owner to advise the tenant of the tenant's obligations with respect to the Association and the occupancy of the Unit. This shall include, by way of example, an obligation on the part of the Unit Owner to provide a copy of any rules, regulations, and restrictions with respect to the Unit. In addition, the lease shall specifically and clearly state that the tenant confirms that the tenant shall abide by the terms and conditions of the Master Deed, the By-Laws, and any rules or regulations of the Association (collectively, the "Governing Documents") and, further, that the failure to abide by the Governing Documents of the Association shall deemed to be a default under the lease. The Unit Owner shall be fully responsible for the tenant's conduct at all times. The Unit Owner shall further be obligated to provide the tenant with the name of the Association's managing agent.

5. Simultaneous with the submission of the copy of the proposed lease pursuant to Section J(5) of the Master Deed, the Unit Owner shall also remit to the Association a fee in the amount of \$100.00. This fee is intended to cover the Association's costs in connection with the administration, recordkeeping, and bookkeeping resulting from the change in occupancy. This fee shall also cover the photocopying costs incurred by the Association in connection with providing copies of the pertinent restrictions concerning the use of the Unit. The Association (or its agent) shall, following the receipt of the lease copy and fee, forward a copy of these restrictions to the tenant at the address set forth in the lease (or as otherwise directed).

6. No lease may be assigned and no Unit may be sublet.

7. The Association shall maintain a record keeping system which shall provide for registration of occupants of Units under the Leases.

B. **Notice and Recording**

1. The Association's managing agent, secretary, or other officer is authorized and directed to prepare correspondence, in appropriate form and substance, and thereafter circulate same, along with a copy of this Resolution, to all Unit Owners. The Association also authorizes and directs its legal counsel to arrange for recordation of a copy of this Resolution with the Morris County Clerk's Office. The Morris County Clerk is also requested and directed to note in the margin of the Master Deed reference to the recording of this Resolution.

ATTEST:

CAMPAGNA CONDOMINIUM CORPORATION

Patricia C. Calkins  
Secretary

BY: Carol Ann DeVito  
, President

STATE OF NEW JERSEY :  
COUNTY OF MORRIS :

I CERTIFY that on March 22, 2005 Judith Cohen personally  
came before me and this person acknowledged under oath, to my satisfaction, that:

- a) this person is the Secretary of **Campagna Condominium Corporation**  
(the "Corporation"), a corporation of the State of New Jersey, named in this document;
- b) this person signed this document as attesting witness for the proper  
corporate officer who is CAROL ANN DEVITO, the President of the Corporation;
- c) this person knows the proper corporate seal of the Corporation and the  
proper corporate seal was affixed;
- d) this document was signed and delivered by the Corporation as its  
voluntary act and deed by virtue of authority from its Board of Trustees (the "Board");
- e) this person signed this acknowledgment to attest to the truth of these facts;  
and
- f) this Resolution was duly introduced and was thereafter adopted at a  
regular scheduled meeting of the Board at which a quorum was present, by a majority vote of the  
members of the Board eligible to vote on this matter.

Signed and sworn to before me this  
22 day of March, 2005

Melanie A. D'Acquisto  
NOTARY PUBLIC

Record & Return to:  
RamseyBerman, P.C.

P.O. Box 2249

Morristown, NJ 07962-2249

Attn: Caroline Record

#172464

JOHN BRAMHALL - MORRIS COUNTY CLERK  
DATE 04 05 2005 TIME 08 25 AM PAGES 4

40.00 COPY COUNTY FEES  
20.00 STATE NUMBER OF PAGES STATE  
60.00 TOTAL RECORDING FEES  
Jh-Ed Gk 12116



2005-055239

Prepared by: Caroline Record  
Caroline Record, Esq.**CAMPAGNA CONDOMINIUM CORPORATION****Amendment to the Master Deed  
(Regarding Rental Restrictions)**JOAN BRAMHALL - MORRIS COUNTY CLERK  
DATE 06 08 2005 TIME 10 43 AM PAGES 5

45.00	COPE	COUNTY FEES
25.00	STPG	NUMBER OF PAGES STATE
70.00	TOTAL	RECORDING FEES
NJ L-RAMSEY		

**PREAMBLE**

1. The Master Deed for Campagna Condominium Corporation, as thereafter amended, (the "Master Deed") was recorded in the Morris County Clerk's Office on August 25, 1953, in Deed Book 2687 at Page 163, and the By-Laws of Campagna Condominium Corporation, (the "By-Laws"), were recorded as Exhibit to the Master Deed.

2. The Board of Trustees (the "Board") of the Association has recommended an amendment to the Master Deed to limit the number of units which can be rented at any one time to promote the ability to finance units and to preserve the property values in the Association.

3. Pursuant to the Master Deed, this Amendment to the Master Deed was approved by at least (67%) percent of all Unit Owners at a duly convened meeting of the Association.

NOW THEREFORE, BE IT RESOLVED, on this 23 day of May, 2005 as follows:

A. Section J(5) of the Master Deed shall be deleted in its entirety and replaced as follows:

5. **Lease Restrictions.**

- a. **Community wide lease limitation.** At no time may more than 15 percent of the total number of Units, or such lower number as may be required by any so-called secondary mortgage market source, be leased, rented, licensed, or let (collectively referred to as "leased").
- b. **Written requests.** To ensure that this limitation is not exceeded, any Owner who intends to lease his/her Unit shall first send a written request to the Association at the following address: Campagna Condominium Corporation, c/o Gervin Realty, Inc., 1280 Route 46, Parsippany, New Jersey 07054.

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(5)  
L-RAMSEY

- c. **Response time.** Upon receiving a written request to lease, as referred to in paragraph 2 above, the Association shall, within 30 days thereof, notify the Owner if the limitation set forth in paragraph 1, above, has been met and, in either case, if the Owner's request has been accepted or declined.
- d. **Written consent.** No Owner may lease his/her unit until he/she receives written consent to do so from the Association. As long as the limitation set forth in paragraph 1 above, has not been met, permission shall not be unreasonably withheld. The Association shall try to ensure that all Owners who wish to lease their Units are granted an opportunity to do so. To accomplish this, and to otherwise ensure that the opportunity to lease Units is provided in a fair and equitable way, the Association may, from time to time, establish Rules and Regulations as it may see fit.
- e. **Minimum and maximum term.** No Unit may be leased for a term of less than twelve (12) months or more than two (2) years.
- f. **Lease must cover entire unit.** All Unit leases must be for the entire Unit. No more than one lease may be signed for the same Unit and same lease term.
- g. **Occupant bound by governing documents.** No Unit may be leased unless pursuant to a written agreement acceptable to the Association in form and content, including, but not limited to, the inclusion of a clause whereby all occupants agree to be bound by the Association's governing documents, and by the Rules and Regulations promulgated pursuant thereto, all of which the Association shall provide to the occupants for such reasonable fee as the Association may from time to time determine.
- h. **Attorney-in-fact.** No Unit may be leased unless pursuant to a written agreement acceptable to the Association in form and content, including, but not limited to, the inclusion of a clause whereby it shall be deemed during the period of such occupancy that the Owner has irrevocably appointed and constituted the Association as the Owner's attorney-in-fact to seek, at the Owner's expense, the eviction, equitable relief and/or damages of and/or from such occupants upon any breach of said agreement or a violation of the Association's governing documents and/or Rules and Regulations promulgated pursuant thereto, provided that the Association first gives the Owner notice of said violation and a reasonable period to affect a cure. Any damage incurred to the common elements due to the action or inaction of a tenant is the responsibility of the Owner. Such damage amount, if paid, will be assessed to the unit or collected in the same way as any common expense assessment.

- i. **Copy of lease to association.** A copy of the lease agreement must be provided to the Association prior to the occupancy of the Unit pursuant thereto.
- j. **Subletting.** Subletting by occupants is not permitted.
- k. **No landlord-tenant relationship exists.** In no event shall it be determined that a landlord/tenant relationship exists between the Association and the occupant.
- l. **Extensions.** If, during the course of occupancy of any lease, an occupant demonstrates such a disregard for the provisions of the Association's governing documents and/or Rules and Regulations, that the Association determines it to be in the best interests to preclude the Owner from extending said lease, the Association shall so notify the Owner, in writing, of that determination, and the Owner shall thereupon be precluded from extending said lease beyond its original term.
- m. **Exceptions.** The provisions and restrictions on leasing as contained in this Section shall not apply to the following:
- (1) **Hardship situations.** An owner suffering from a financial or personal hardship that renders the Owner unable to reside in his/her Unit may apply to the Association to lease the Unit. In such situations, the Association, in its sole discretion, shall be authorized to permit the Owner to lease his/her Unit for a period not to exceed one (1) year.
  - (2) **Lenders' foreclosures.** The provisions and restrictions on leasing as contained in this Section shall not apply to foreclosing lenders or impair the right of First Mortgagees to foreclose or take title to a Unit, to accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or to take possession and lease an acquired Unit, or to otherwise act upon their mortgages.
  - (3) **Immediate family members.** Units owned by an Owner and occupied by an immediate family member of that Owner shall not be considered rental units for purposes of this by-law.
- n. **HOPA Survey.** All tenants must complete and return the age verification survey with necessary attachments required by the Housing for Older Persons Act of the Fair Housing Act Amendments of 1988 prior to occupying the Unit.

- o. **Enforcement.** If, subsequent to the effective date of this Amendment and the number of units rented equals that set forth in Section 5.a. above, an Owner rents a Unit, the Owner must immediately cause the person to vacate the Unit and, if the person does not vacate the Unit within 30 days of the date the Owner was notified by the Association of the violation of this Amendment, then the Owner will immediately commence eviction proceedings. If the Owner fails to commence the eviction proceeding within 30 days following the date the Owner is required to do so and diligently prosecute the eviction to conclusion, then the Association may act as attorney-in-fact for the Owner and pursue the eviction action at the Owner's cost and expense. All expenses are to be borne by the Owner if tenant is not removed within 30 days.

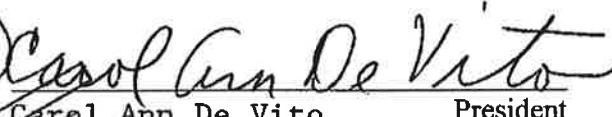
B. The Association's managing agent is authorized and directed to prepare correspondence, in appropriate form and substance, and thereafter circulate same, along with a copy of this Amendment, to all Owners. The Association also authorizes and directs its legal counsel to arrange for recordation of a copy of this Amendment with the Morris County Clerk's Office.

ATTEST:

CAMPAGNA CONDOMINIUM  
CORPORATION

  
Judith Cohen

Secretary

  
Carol Ann De Vito

President



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STATE OF NEW JERSEY

COUNTY OF MORRIS

SS.:

I CERTIFY that on May 23, 2005, JUDITH COHEN personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Secretary of the Campagna Condominium Corporation, the corporation named in this document;
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is CAROL ANN DEVITO, the President of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Trustees;
- (d) this person knows the proper seal of the corporation which was affixed to this document;
- (e) this person signed this proof to attest to the truth of these facts;
- (f) notice of this amendment was properly sent to the unit Owners of the Association in accordance with the provisions of the By-Laws of the Association; and
- (g) this amendment was approved by at least 67% in interest of the Unit Owners entitled to be cast in person or by proxy at a meeting of the Association duly held on the 18 day of MAY, 2005, at 7 P.M. at MONTVILLE, New Jersey, held for the purposes set forth in this document and in the notice sent to the Unit Owners.

Judith Cohen  
Judith Cohen Secretary

Signed and sworn to before me on the 23 day of MAY, 2005.

Elizabeth C. Gallagher  
ELIZABETH CRIARIS GALLAGHER  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES MAR. 27, 2010

**RECORD & RETURN:**

Caroline Record, Esq.  
Ramsey Berman, P.C.  
P.O. Box 2249  
Morristown, New Jersey 07962-2249  
#172324-Campagna

DB06349P054

END OF DOCUMENT



## CAMPAGNA CONDOMINIUM CORPORATION

### Amendment to the Master Deed (regarding number of members on Board of Trustees)



#### PREAMBLE

1. The Master Deed for Campagna Condominium Corporation, as thereafter amended, (the "Master Deed") was recorded in the Morris County Clerk's Office on August 25, 1983, in Deed Book 2687 at Page 163, and the By-Laws of Campagna Condominium Corporation, (the "By-Laws"), were recorded as Exhibit to the Master Deed.

2. The Board of Trustees (the "Board") of the Association has recommended an amendment to the Master Deed to reduce the number of members on the Board of Trustees to seven (7) members.

3. Pursuant to the Master Deed, this Amendment to the Master Deed has been approved by at least 67% of all Unit Owners.

**NOW THEREFORE, BE IT RESOLVED**, on this 28 day of February, 2006, as follows:

**Article IV, Section 1(a), of the By-Laws** shall be amended to read as follows:

"The Corporation shall be administered and managed by a Board of Trustees consisting of seven (7) persons, all of whom shall be 55 years of age or older. Such member of the Board of Trustees shall either be an age compliant unit owner or resident of the condominium complex. Should such age compliant individual not be an owner of the condominium unit, but shall be a resident of the condominium unit, the owner shall have placed in writing, that such resident non-owner shall be permitted to serve on the Board of Trustees, thereby waiving the non-resident unit owner's right to serve on the Board of Trustees. At no time shall a unit owner and the non-owner resident both be permitted to be on the Board of Trustees.

Should the non-resident owner place in writing that the resident non-owner shall be permitted to be on the Board of Trustees all notices pursuant to Article IV, Section 10 of the By-laws shall be permitted to be given to the resident of the condominium unit. Such person receiving notices pursuant to Article IV, Section 10 of the By-laws, shall stand in the place of the non-resident owner.

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(2)

Throughout these by-laws, any section contained herein which entitles the unit owner to notice shall be amended to reflect that such unit owner shall be permitted to convey the rights to such notice to the non-owner resident of the condominium unit.

Anywhere herein, in order for a non-resident owner to convey their ability to serve on the Board of Trustees or their ability to vote, to a resident non-owner, there shall be a family relationship between the non-resident owner and the resident non-owner."

IN WITNESS WHEREOF, the President and Secretary of the Board of Trustees sign and acknowledge the foregoing instrument on behalf of Campagna Condominium Corporation, this 28 day of February, 2006, and hereby instruct the County Clerk of Morris to record same.

Witness:

Campagna Condominium Corporation

Judith Cohen  
Judith Cohen, Secretary

By: Carol Ann DeVito  
Carol Ann DeVito, President

BE IT REMEMBERED, that on February 28, 2006, before me, the subscriber, a Notary

Public of the State of New Jersey, personally appeared Judith Cohen, who, being by me

duly sworn on his/her oath, deposes and makes proof to my satisfaction, that:

- (a) he/she is the Secretary of Campagna Condominium Corporation, the Corporation named in the within Instrument;
- (b) that CAROL ANN DeVITO is the President of said Corporation;
- (c) 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;
- (d) that deponent well knows the corporate seal and said seal was affixed thereto; and
- (e) said Instrument was signed and delivered by said President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his/her name thereto as attesting witness.

Judith Cohen  
Judith Cohen, Secretary

Sworn to and subscribed before me  
this 28 day of February, 2006

Dolores A. D'Accardi

DOLORES A. D'ACCARDI  
Notary Public, State of New Jersey  
My Commission Expires  
May 06, 2010

JOAN BRAMHALL - MORRIS COUNTY CLERK  
DATE 03 06 2006 TIME 02 04 PM PAGES 2

40.00 COPE COUNTY FEES  
10.00 STPG NUMBER OF PAGES STATE  
50.00 TOTAL RECORDING FEES  
JH-PD CK 3052

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END OF DOCUMENT