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**MASTER DEED  
FOR  
SPARTAN MEADOWS, A CONDOMINIUM**

Prepared By:  
  
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A Professional Corporation  
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**Record and Return to:  
Title America Agency Corp.  
185 West White Horse Pike  
Berlin, New Jersey 08009**

**Attention: RuthAnn Arnold**

Consideration : \$0.00      Exempt Code:      Date: 07/05/2005

County	State	N.P.N.R.F	Public	Extra	Total
0.00	0.00	0.00	0.00	0.00	0.00
General = 0.00		1% Tax = 0.00			

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**FOR**  
**SPARTAN MEADOWS, A CONDOMINIUM**

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**MASTER DEED  
FOR  
SPARTAN MEADOWS, A CONDOMINIUM**

THIS MASTER DEED, made this 27 day of JUNE 2005, by SPARTA BUSINESS CAMPUS HOLDING LIMITED LIABILITY COMPANY, a New Jersey limited liability company (referred to as the "Sponsor"), with an office at 376 Lafayette Road, Suite 103, Sparta, New Jersey 07871, and NVR, INC. d/b/a RYAN HOMES, a Virginia corporation (referred to as the "Builder" or "NVR, Inc."), with an office located at 1451 Highway 34, Suite 201, Wall, New Jersey 07727.

WHEREAS, the Sponsor owns in fee simple certain lands and premises in the Township of Sparta, County of Sussex, State of New Jersey, which are more particularly described in Exhibit "A" attached hereto and made a part hereof (referred to as the "Property"), and which are depicted on a certain plan entitled, "Final Plat - Sparta Business Campus" prepared by Owen D. Dykstra, a Professional Engineer and Land Surveyor, License No. 34846, at Dykstra Engineering, Inc., dated December 9, 2003 (referred to as the "Plan") in Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, when completely constructed, a total of thirty-three (33) residential dwelling units comprised of twenty-five (25) townhouse-style, duplex units (the "Market Rate Units") and eight (8) townhouse-style, duplex units reserved for low and moderate income households (the "COAH Units" or "Affordable Housing Units") (together, sometimes referred to as the "Units"), as depicted on certain architectural drawings attached hereto and made a part hereof as Exhibit "C", together with certain other improvements, all of which will comprise the residential condominium known as, "Spartan Meadows, a Condominium" (also referred to as the "Condominium"); and

WHEREAS, Spartan Meadows Condominium Association, Inc., a New Jersey non-profit corporation (referred to as the "Association"), has been or is about to be established as the Association to have the responsibility for the administration, operation and management of the Condominium and other improvements intended for the common use and enjoyment of the residents of the Condominium; and

WHEREAS, all Owners of Units in the Condominium will automatically be Members (as hereafter defined) of the Association, and subject to the Master Deed, the Certificate of Incorporation and By-Laws of the Association (the "Condominium Documents").

THEREFORE, WITNESSETH:

**ESTABLISHMENT OF CONDOMINIUM.** The Sponsor does hereby submit, declare and establish in accordance with N.J.S. 46:8B-1 *et seq.*, the condominium form of ownership for that parcel of land described in Exhibit "A" aforesaid, together with all improvements thereon, and as more particularly shown on Exhibit "B" and Exhibit "C" hereto, as Spartan Meadows, a Condominium.

## ARTICLE I

1.01. **Recordation of Master Deed.** Upon the recording of this Master Deed and the establishment of the Condominium, the Sponsor shall be the Owner of every Unit, whether built or unbuilt, and its appurtenant percentage interest in the Common Elements, and shall have the right to sell and convey, lease, or otherwise dispose of each such Unit as it may deem appropriate.

## ARTICLE II DEFINITIONS

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

- (a) **"Affiliate"** shall mean any entity which controls, is controlled by, or is under common control with the Sponsor. An entity controls a Sponsor if the entity (i) is a general partner, officer, member, director, or employer of the Sponsor, (ii) directly or indirectly or acting in concert with one or more other entities, or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing more than twenty (20%) percent of the voting interest in the Sponsor, (iii) controls in any manner the election of the majority of the directors of the Sponsor, or (iv) has contributed more than twenty (20%) percent of the capital of the Sponsor. An entity "is controlled by" the Sponsor if the Sponsor (i) is a general partner, officer, member, director, or employer of the entity, (ii) directly or indirectly or acting in concert with one or more other entities, or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing more than twenty (20%) of the voting interest in the entity, (iii) controls in any manner the election of a majority of the directors of the entity, or (iv) has contributed more than twenty (20%) of the capital of the entity. Control does not exist if the powers described in this paragraph are held solely as security for an obligation and are not exercised.
- (b) **"Annual Common Expense Assessments"** shall mean and refer to those assessments imposed upon the Unit Owner(s) as described in Section 7.04 of this Master Deed.
- (c) **"Association"** shall mean Spartan Meadows Condominium Association, Inc., a New Jersey non-profit corporation, formed to administer, manage and operate the common affairs of the Unit Owners of the Condominium and to maintain, repair and replace the General and Limited Common Elements of the Condominium. The Association is further charged with the responsibility for maintenance, management and operation of (i) one (1) detention basin located on Block 35.08, Lot 1, which is adjacent to the Property and is owned by the Township of Sparta, and (iii) open space located on Block 35.08, Lot 17, which is adjacent to the Property and is



owned by the Township of Sparta, as provided in this Master Deed and the By-Laws.

- (d) **"Board"** shall mean the Board of Directors of the Association and any reference in the Condominium Documents to any power, duty, right of approval or any other right of the Association shall be deemed to refer to the Board and not the membership of the Association, unless the context expressly indicates to the contrary. In any reference in this Master Deed to any power or duty, right of approval or any other right which may be delegated, "Board" shall mean the entity to which such power or duty, right or approval or any other right has been delegated.
- (e) **"Builder"** shall mean NVR, Inc. d/b/a Ryan Homes, a Virginia corporation that is registered to do business in the State of New Jersey, having an address at 1451 Route 34, Suite 201, Wall, New Jersey 07727, its successors and assigns, as contemplated by Section 15.07(a) or (b) of this Master Deed.
- (f) **"Building(s)"** shall mean all the enclosed structures containing Units and structural improvements appurtenant thereto which are located on the lands depicted on Exhibit "B".
- (g) **"By-Laws"** shall mean the By-Laws of the Association, a copy of which document is attached hereto and made a part hereof as Exhibit "E", together with all future amendments or supplements thereto.
- (h) **"Capital Improvement Assessment"** shall mean and refer to those assessments imposed upon the Unit Owner(s) as described in as described in Section 7.12 of this Master Deed.
- (i) **"Certificate of Incorporation"** shall mean the Certificate of Incorporation of the Association, a copy of which is attached hereto and made a part hereof as Exhibit "D", together with all future amendments or supplements thereto.
- (j) **"COAH Units"** (also referred to as "Affordable Housing Units") shall mean those Units reserved for sale to low to moderate income households.
- (k) **"Common Elements"** shall mean "General Common Elements" and "Limited Common Elements".
- (l) **"Common Expenses"** shall, subject to the provisions of Article VII hereof, mean all those expenses anticipated by N.J.S. 46:8B-3e, in addition to all expenses, including reserves, incurred or assessed by the Association, or its respective directors, officers, agents or employees, in the lawful performance of their respective duties or powers.
- (m) **"Condominium"** shall mean (i) all the land and premises described in Exhibit "A"; (ii) all improvements now or hereinafter constructed in, upon, over or through such lands and premises; (iii) all privileges or appurtenances pertaining or belonging to

the land described in Exhibit "A"; and (iv) the entire entity created by the execution and recording of this Master Deed.

- (n) **"Condominium Act"** shall mean the provisions of N.J.S. 46:8B-1 *et seq.*, and all applicable amendments and supplements.
- (o) **"Condominium Documents"** shall mean and refer to this Master Deed and its exhibits, which the Sponsor and Builder have recorded or will record in the Office of the Clerk of the County of Sussex, New Jersey along with the Association's Certificate of Incorporation, By-Laws, and Rules and Regulations.
- (p) **"Eligible Mortgage Holder"** shall mean and refer to the holder, insurer or guarantor of a First Mortgage encumbering any Unit which has given written notice to the Association in the manner provided in Section 17.10 of this Master Deed, stating its desire to have notice of those matters which are the subject of Sections 14.02 through 14.06 and 14.09 of this Master Deed. The notice to the Association must (i) state the name of the Mortgage Holder and the address to which notices should be sent to it, and (ii) sufficiently identify the Unit for which the Mortgage Holder holds a First Mortgage. It shall be the obligation of the Eligible Mortgage Holder to keep the Association informed of any change of address to which required notices should be sent.
- (q) **"Emergency Assessment"** shall mean and refer to those assessments imposed upon the Unit Owner(s) as described in Section 7.10 of this Master Deed.
- (r) **"First Mortgage"** shall mean or refer to the first or paramount Mortgage, the lien of which encumbers a Unit.
- (s) **"General Common Elements"** shall have the same meaning as "Common Elements" pursuant to N.J.S. 46:8B-3d, except as same may be modified by the provisions of Article V hereof.
- (t) **"Institutional Lender"** shall mean any bank, mortgage banker, trust company, insurance company, savings and loan association, pension fund or other financial institution or governmental agency providing, acquiring, insuring, guaranteeing or proposing to provide, acquire, insure or guarantee Mortgages. It shall also mean and include the Federal National Mortgage Association (FNMA), the Veteran's Administration (VA), the Federal Home Loan Mortgage Corporation (FHLMC) and the Federal Housing Administration (FHA) and other similar governmental or quasi-governmental entity that provides, acquires, insures or guarantees or proposes to provide, acquire, insure or guarantee Mortgages.
- (u) **"Lease"** shall mean any agreement for the leasing or rental of any Unit in the Condominium.
- (v) **"Limited Common Elements"** shall have the same meaning as "limited common elements" pursuant to N.J.S. 46:8B-3k, except as same may be modified by the provisions of Article V of this Master Deed.

- (w) **"Master Deed"** shall mean this Master Deed for Spartan Meadows, a Condominium, together with all future amendments and supplements thereto, which is to be recorded in the Office of the Clerk of the County of Sussex, New Jersey.
- (x) **"Market Rate Units"** shall mean those Units to be sold at market rate.
- (y) **"Member"** shall mean all those Unit Owners who are Members of the Association as provided in Article VI of this Master Deed.
- (z) **"Member in Good Standing"** shall mean and refer to any Member who has, at least thirty (30) days prior to the date fixed for any meeting or other Association action, fully paid all installments due for assessments made or levied against him or her and his or her Unit by the Board together with all interest, costs, attorneys' fees, penalties, and other expenses, if any, properly chargeable to him or her and his or her Unit.
- (aa) **"Miscellaneous Assessments"** shall mean and refer to those assessments imposed upon the Unit Owner(s) as described in Section 7.15 of this Master Deed.
- (bb) **"Mortgage"** shall mean and refer to the duly recorded instrument and underlying obligation giving rise to a mortgage lien upon any Unit.
- (cc) **"Mortgage Holder"** shall mean and refer to the holder of a record of a Mortgage or one who insures or guarantees any Mortgage.
- (dd) **"Owner" or "Unit Owner"** shall mean and refer to those persons or entities in whom record fee simple title to any Unit is vested as shown in the records of the County of Sussex Clerk, including the Sponsor and the Builder, unless the context expressly indicates otherwise, but despite any applicable theory of mortgage, shall not mean or refer to any mortgagee or trustee under a deed of trust unless and until such mortgagee or trustee has acquired title to any such Unit pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure, nor shall the term "Unit Owner" refer to any lessee or tenant of a "Unit Owner".
- (ee) **"Permitted Mortgage"** shall mean and refer to any Mortgage that is held by an Institutional Lender or which is a purchase money First Mortgage held by the Sponsor or the Builder or any other seller of a Unit. It shall also mean and include any other Mortgage, the lien of which by the expressed terms of the Mortgage is subordinate to any and all existing or future Common Expense liens imposed by the Association. Any acquisition, construction, permanent or other Mortgage placed by the Sponsor or the Builder upon all or a portion of the Property including any Unit, shall also be a Permitted Mortgage so long as same is expressly made subordinate to the Condominium Documents and provides a mechanism for securing partial releases for Units and their respective percentage interest in the Common Elements encumbered by same.

- (ff) **"Property"** shall mean the Buildings, the land and premises described in Exhibit "A" and depicted on Exhibit "B" and all improvements now or hereafter constructed in, upon, over or through such land and premises.
- (gg) **"Remedial Assessment"** shall mean and refer to those assessments imposed upon the Unit Owner(s) as described in Section 7.14 of this Master Deed.
- (hh) **"Rules and Regulations"** shall mean those Rules and Regulations of the Association that may be promulgated by same, together with all future amendments or supplements thereto.
- (ii) **"Special Assessments"** shall mean and refer to those assessments imposed upon the Unit Owner(s) as described in Section 7.11 of this Master Deed.
- (jj) **"Unit"** shall mean a part of the Condominium designated and intended for independent ownership and use, regardless of type, all as more specifically described in Article IV of this Master Deed, and shall not be deemed to include any part of the General Common Elements or Limited Common Elements situated within or appurtenant to a Unit.
- (kk) **"Unit Developer"** shall mean any person or entity to whom the Sponsor has transferred any number of Units held by the Sponsor in the ordinary course of business, and such person or entity holds such Units for resale or constructs such Units or completes such Units in process and offers such as completed Units for sale in the ordinary course of business.

### ARTICLE III GENERAL DESCRIPTION OF THE CONDOMINIUM

3.01. **The Condominium.** The Condominium is intended to include the lands described in Exhibit "A", consisting of approximately 42.68 acres in the aggregate on which there will be constructed twenty-five (25) Market Rate Units, twenty-four (24) of which will be situated in twelve (12) Buildings and one (1) of which will be situated in one (1) Building, and eight (8) COAH Units, which will be situated in two (2) Buildings, consisting of four (4) COAH Units each, together with all appurtenant site improvements, all as shown on Exhibits "B" and "C", and includes all rights, privileges, roads, waters and appurtenances thereto belonging or appertaining. Each Unit is designated by a number as shown on Exhibit "B".

### ARTICLE IV DESCRIPTION OF THE UNITS

4.01. **Boundary.** The dimensions, area and location of the Buildings and all of the Units within the Condominium are shown graphically on Exhibits "B" and "C". Each Unit is intended to contain all the space within the area bounded by the interior surface of its perimeter walls and its lowermost floor and its uppermost ceiling as follows:

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

**TOP:** The top of each Unit is coincident with the unfinished outer surface of the sheetrock or other material which forms the uppermost ceiling of the Unit and extending in every direction to the point where it closes with every side of such Unit.

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

**4.02. Items Included in Each Unit.** Each Unit, regardless of type, also includes appliances, fixtures, doors (both interior and exterior), window frames, window panes, hardware and systems; interior walls and partitions, gypsum board and/or other facing material on the walls and ceilings thereof; the inner decorated and/or finished surface of the floors (including all flooring tile, ceramic tile, finished flooring, carpeting and padding); all plumbing, electrical, heating, ventilating, and air conditioning system as extends from the interior surface of the walls, floors and ceilings into the Unit; and all other improvements which are located within the boundaries of the Unit as set forth in Section 4.01, or which are exclusively appurtenant to a Unit, although all or part of the improvement may not be located within the boundaries of the Unit as set forth in Section 4.01. Such appurtenant improvements include the following, to the extent that they serve an individual Unit only and not any other Unit or any portion of the Common Elements: All the electrical wires which extend from the interior surface of walls, floors or ceilings into the Units and fixtures, switches, outlets and circuit breakers; and

- (a) All master antennae or cable television wiring which extends from the interior surface of the walls, floors or ceilings into the Unit; and
- (b) All utility meters not owned by the public agency supplying the service; and
- (c) All equipment, appliances, machinery, mechanical or other systems whether or not same are located within or without the Unit including, but not limited to, the heat pumps or HVAC units located on concrete pads upon the Common Elements and window or wall sleeve air conditioning units, if any.

**4.03. Interior Partitions.** Interior Partitions or non-load bearing walls within the confines of each Unit may, from time to time, be removed or replaced at the sole expense of the Unit Owner, subject to the prior written approval of the Board. In the event a Unit Owner does remove or replace any or all such interior partitions or walls, no amendment of the Master Deed will be necessary or required. No Unit may be partitioned or subdivided without the prior written approval of any Eligible Mortgage Holder for such Unit and the Board. If such an approval is obtained, this Master Deed shall be amended by the Board to reflect any such reconfiguration and no consent of the Unit Owners shall be required for any

such amendment, except for the consent of those Unit Owners whose Units are directly affected. None of the foregoing approvals shall apply to the Sponsor or the Builder prior to the initial conveyance of any Unit(s) owned by it to another Unit Owner and in the event of any reconfiguration, the Sponsor or the Builder shall have the right to execute and record an amendment to this Master Deed reflecting such reconfiguration without any Unit Owner or Board consent.

## ARTICLE V DESCRIPTION OF GENERAL AND LIMITED COMMON ELEMENTS

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

- (a) All land described in Exhibit "A", whether improved or unimproved; and
- (b) All private streets, paths, walkways, curbs, benches and sidewalks, subject to the easements and provisions set forth in Article IX hereof; and
- (c) Any landscaped areas, shrubbery, plantings and fencing; and
- (d) Conduits, common water or sewer laterals located under the building slabs, and other utility tanks and lines, underground sprinkler system, if any, street and path lighting, waterways and drainage systems, subject to the easements and provisions set forth in Article IX; and
- (e) Public connections and meters for gas, electricity, telephone or water not owned by the public utility or other agencies providing such services; and
- (f) Septic system servicing each Unit; and
- (g) The roof, the foundations, footings, columns, girders, beams, supports, exterior or interior bearing or main walls and floors between Units; and
- (h) The parking areas and other facilities necessary for the upkeep and safety of the Buildings and grounds; and
- (i) All tangible personal property required exclusively for the operation, maintenance and administration of the Condominium which may be owned by the Association; and
- (j) All other facilities or elements of any improvement within any Building or within the Condominium necessary or convenient to the existence, management, operation, maintenance or safety of the Condominium or normally in common use.

5.02. **Limited Common Elements.** The Limited Common Elements shall be those graphically shown in Exhibit "B", and shall include by way of description and not by way of limitation, all of the following:

- (a) Any exterior landing, walkway, or stairway to which there is direct access from interior of an appurtenant Unit(s) shall be a Limited Common Element and shall be for the exclusive use of Owner(s) of such Unit(s). All maintenance of exterior landings, walkways or stairways appurtenant to a Unit shall be the responsibility of the Owner of such Unit.
- (b) Any balcony, terrace or patio or deck to which there is direct access from the interior of an appurtenant Unit(s) shall be a Limited Common Element and shall be for the exclusive use of Owners of such Unit(s). The Owner(s) of a such Unit(s) having use of any balcony, terrace, patio or deck shall be responsible for all maintenance, repair and routine cleaning and snow clearing of such balcony, terrace, patio or deck, as appropriate.
- (c) The driveway appurtenant to each Market Rate Unit. The Owner(s) of a Unit(s) having use of any driveway shall be responsible for all repair, maintenance, and routine cleaning and snow clearing of such driveway, as appropriate.

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

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

#### ARTICLE VI DETERMINATION OF PERCENTAGE INTEREST, COMMON EXPENSES AND VOTING RIGHTS

6.01. **Estate Acquired.** The Owner of each Unit shall have such an estate therein as may be acquired by deed, by purchase or by operation of law, including an estate in fee simple; and shall acquire as an appurtenance thereto an undivided percentage interest in the Common Elements of the Condominium, which shall not be divisible from the Unit to which it appertains, as set forth in Exhibit "F" attached hereto and made a part thereof.

6.02. **Percentage Interest.** The percentage interest shall be used to allocate the division of proceeds, if any, resulting from casualty loss or any eminent domain proceedings which affect any portion of the Common Elements within the Condominium. Except as otherwise provided in Article XII hereof pertaining to reallocations following the exercise of eminent domain proceedings, the percentage interest shall remain fixed.

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

**6.04. Common Expenses.** All assessments for the Common Expenses of each Unit in the Condominium shall be allocated in accordance with the percentage interest of each Unit as set forth in Exhibit "F". The Association shall be prohibited from changing the allocation of the Common Expense Assessments. Any common surplus of the Association resulting from the operations of the Association shall also be allocated among all the Unit Owners including the Sponsor and the Builder, as applicable, based upon the percentage interest of each Owner's Unit.

**6.05. Voting.** Each Member in Good Standing shall be entitled to cast one (1) unweighted vote for each Unit to which he or she holds title in all elections of Board Members. The Sponsor and Builder shall be entitled to cast all votes for Units owned by them, but neither the Sponsor or the Builder shall be permitted to cast any votes held by them for unsold Units for the purpose of electing Unit Owner Board Members, amending the Master Deed, By-Laws or any other document related to the Condominium Documents, or for the purpose of changing the permitted use of a Unit or for the purpose of reducing the Common Elements.

**6.06. Membership in the Association.** Upon acceptance of a Deed to a Unit, each Unit Owner shall automatically become a Member of the Association, and shall be a Member for so long as he or she shall hold legal title to his or her Unit, subject to all provisions of the Condominium Act and the Condominium Documents, which may now or hereafter be established by the Association and any other documents, amendments or supplements thereto. The Sponsor and Builder shall each be a Member of the Association with respect to all Units owned by the Sponsor and the Builder, respectively, covered by the Master Deed and not yet conveyed to third party purchasers.

**6.07. Compliance by Owners.** Each Owner or occupant of a Unit shall comply with, and shall assume ownership or occupancy subject to the laws, rules and regulations of governmental authorities having jurisdiction over the Condominium, the provisions of the Condominium Documents and any other documents, amendments or supplements to the foregoing as described in Section 6.06 above. Failure to comply with any of the foregoing shall be grounds for commencement of an action for the recovery of damages, or for injunctive relief, or both, by the Sponsor and the Builder, the Association, or any Unit Owner, in any court or administrative tribunal having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate or circumvent any of the aforesaid, and against any Unit Owner, to enforce any lien created by this Master Deed or any covenant contained herein. Failure by the Sponsor, the Builder, the Association, or any Unit Owner to enforce any covenant herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same.



## ARTICLE VII ASSESSMENTS

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

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

7.03. **Sponsor's and Builder's Assessment Obligations.** The Sponsor and the Builder shall each be exempt from the payment of the Annual Common Expenses Assessment with respect to any Units owned by them, respectively, for sale in the ordinary course of business, or those Units owned or leased by the Sponsor or Builder for use as sales models for presentation and exhibition and/or administrative offices; provided, however, that, as required by N.J.A.C. 5:26-8.6(b), for any Unit owned by the Sponsor which has been issued a Certificate of Occupancy by the Township of Sparta, such Owner shall be responsible for the payment of the Annual Common Expenses Assessment attributable to such Unit if any benefit is derived by that Unit from items included in the annual budget of the Condominium Association. In lieu of making such Annual Common Expenses Assessments as contemplated hereunder, the Sponsor and/or the Builder, as the case may be, shall be obligated to subsidize the Condominium Association for any operational deficits actually occurred during such fiscal year; provided, however, that any subsidy shall not be used to artificially reduce the amount of Annual Common Expenses Assessments. In such case, the Sponsor and/or the Builder, as the case may be, shall be responsible for the payment of such subsidy in proportion to the number of Units which each owned during such assessment period, but the amount each shall be required to pay hereunder shall not exceed the total of the Annual Common Expenses Assessments they would have been required to pay during such assessment period if this exemption did not exist. However, the Sponsor and the Builder shall not be responsible for payment of any deficit resulting from nonpayment of the Annual Common Expenses Assessment by any Owner. This Section may not be amended without the prior written consent of the Sponsor and the Builder.

7.04. **Annual Common Expense Assessments.** It shall be an affirmative and perpetual obligation of the Board to fix Annual Common Expense Assessments in an amount estimated by the Board to be sufficient to maintain the exterior of Buildings and to maintain and operate the Common Elements, the detention basin located on Block 35.08, Lot 1, which is adjacent to the Property and is owned by the Township of Sparta, and the open space located on Block 35.08, Lot 17, which is adjacent to the Property and is owned by the Township of Sparta, as contemplated by this Master Deed and the By-Laws and as required by the Condominium Act. The amount of monies for Annual Common Expense

Assessments of the Association deemed necessary by the Board and the manner of expenditure thereof shall be a matter for the sole discretion of the Board.

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

**7.06. Use of Annual Common Expense Assessments.** The Annual Common Expense Assessments shall be used exclusively for promoting the health, safety, pleasure and welfare of the Members of the Association, including, but without limitation: street lighting, snow clearing from roads, parking areas, streets and walkways, landscaping of unimproved General Common Elements, the maintenance and repair which is the responsibility of the Association pursuant to Section 8.02 of this Master Deed; payment of applicable taxes and insurance premiums; all costs and expenses incidental to the operation and administration of the Association and its Property; and such other items as may from time to time be deemed appropriate by the Board; provided that Annual Common Expense Assessments shall not be used for new capital improvements subject to Section 7.12 of this Master Deed.

**7.07. Allocation.** The Annual Common Expense Assessment, including, but not limited to, all other assessments set forth in Sections 7.09, 7.10, 7.11, 7.12, 7.14 and 7.15 of this Master Deed, levied against each Unit in the Condominium shall be allocated in accordance with the percentage interest of each Unit as set forth in Exhibit "F".

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

**7.09. Contribution to Working Capital.** At the time an Owner acquires title to a Unit from the Sponsor or the Builder or any other Owner (i.e., on a resale of a Unit), he or she shall be obligated to pay to the Association a nonrefundable, one-time contribution to the working capital and operating expenses of the Association in an amount of one-sixth (1/6) of the then estimated Annual Common Expense Assessment for such Unit. The Board, from time to time, shall have the right to alter the amount of such contribution to working capital provided such action is approved by a Majority Vote of the Members, but in no event shall the required contribution be less than (i) one-sixth (1/6) of the then estimated Annual Common Expense Assessment for such Unit for the fiscal year of the Association in which the acquisition occurs. The contribution to working capital made by each Owner shall not be transferable and may be utilized for operating expenses and for any lawful purpose which the Board may

deem appropriate. This Section 7.09 shall not apply to holders of Permitted Mortgages who acquire title by foreclosure or deed in lieu thereof or to any successor to all or part of the Sponsor's interest in the Property or the Condominium.

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

**7.11. Special Assessments.** In addition to the other Assessments herein authorized, the Board may levy, in any assessment year, a Special Common Expense Assessment, for the purpose of defraying in whole or in part, the cost of any reconstruction, repair or replacement of an existing Common Element not determined by the Board to constitute an emergency or immediate need but for which funds held in reserve are inadequate, or for any other lawful purpose, other than the construction or acquisition of new capital improvements, which shall be subject to Section 7.12 hereof. If, during any assessment year, a Special Common Expense Assessment exceeds, in the aggregate of all such assessments and for all Unit Owners, the sum of \$100,000.00, then such assessment shall be subject to the authorizing vote of Unit Owners holding a majority of the percentage interests as set forth on Exhibit "F". This vote shall be taken at a meeting duly called for this purpose. Written notice of such a meeting, stating the purpose of the meeting, shall be sent to all Unit Owners no less than thirty (30) days in advance. The due date of any Special Common Expense Assessment, or any installment(s) thereof, shall be fixed in the resolution authorizing the Special Common Expense Assessment.

While the Sponsor and Builder, as applicable, maintain a majority on the Board of Directors, neither shall make any additions, alterations, improvements or purchases which necessitate a Special Common Expense Assessment or a substantial increase in the Annual Common Expense Assessments unless required by a governmental agency, title insurance company or Institutional Lender or in the event of an emergency.

**7.12. Capital Improvement Assessment.** In addition to the other Assessments herein authorized, the Board may levy, in any assessment year, a Capital Improvement Assessment for the purpose of acquiring real or personal property or constructing a new capital improvement, provided that the acquisition of real or personal property or construction of any new capital improvement, the cost of which exceeds, in the aggregate of all such assessments and for all Unit Owners, the sum of \$100,000.00, then such assessment shall be subject to the authorizing vote of Unit Owners holding a majority of percentage interests set forth on Exhibit "F". This vote shall be taken at a meeting duly called for this purpose. Written notice of such a meeting, stating the purpose of the meeting, shall be sent to all Unit Owners no less than thirty (30) days in advance. The due date(s) of any Capital Improvement Assessment, or any installment(s) thereof, shall be fixed in the resolution authorizing the Capital Improvement Assessment.

**7.13. Exemption from Special, Emergency and Capital Improvement Assessments.** Despite anything to the contrary herein, the Sponsor, the Builder and any Permitted Mortgage Holder shall not be required to pay any Special, Emergency and/or Capital Improvement Assessments. Further, this provision may not be amended without the written consent of the Sponsor and the Builder and every Permitted Mortgage Holder.

**7.14. Remedial Assessment.** In addition to the other Assessments herein authorized, the Board may levy a Remedial Assessment against any individual Unit(s) in accordance with the provisions of this Article VII regarding Unit maintenance performed by the Association. The Board may also provide, by its Rules and Regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by Association personnel or representatives and charged as a Remedial Assessment.

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

**7.16. Certificate of Payment.** The Association shall, upon receipt of the written request of any Unit Owner, Purchaser of any Unit, or of the Permitted Mortgage Holder for any Unit, furnish to that Unit Owner, Purchaser, or Permitted Mortgage Holder, a certificate in writing, signed by an officer or agent of the Association, setting forth whether or not such Assessment, fine or other charge as would constitute a continuing lien against the Unit pursuant to Section 7.02 of this Master Deed, has been paid. Such certificate shall constitute conclusive evidence of the payment of any Assessments therein stated to have been paid.

**7.17. Interest in Common Surplus.** Any common surplus of the Association resulting from the excess of income over expenses shall be allocated among the Members in the same manner as those expenses were assessed. Any common surplus of the Association resulting from the distribution of proceeds of liquidation of assets of the Association shall be allocated among the Members of the Association, including the Sponsor and the Builder, according to their respective percentage interests, subject to an adjustment to reflect an appropriate credit for any initial contribution to working capital, if applicable, in accordance with general accounting principles.

## **ARTICLE VIII MAINTENANCE RESPONSIBILITIES**

**8.01. Responsibilities of Unit Owners.** Each Unit Owner is responsible to perform all of the maintenance, repairs and replacements that may be required within the boundaries of and to his or her own Unit, at his or her own expense, and in accordance with the requirements of this Master Deed, the By-Laws and any Rules and Regulations of the Association. This includes, without limitation, all doors (interior and exterior) and all windows and window frames. Each Unit Owner is additionally responsible for all of the improvements appurtenant to his or her Unit described in Section 4.02 of this Master Deed when same are located within the boundaries of his or her Unit and for those Limited Common Elements assigned and/or appurtenant to his or her Unit described in Section 5.02 of this Master Deed.

**8.02. Responsibilities of the Association.** The Association shall be responsible for the maintenance, repairs and replacements that are required for the functioning of the Common Elements, including any common plumbing, common heating, common air conditioning, common mechanical,

common electrical or common water supply systems within a Building. The Association shall furnish all maintenance, repairs and replacements required for the General Common Elements as such are defined in Section 5.01 herein, including, but not limited to, the exterior and roofs of Buildings, the individual septic systems servicing each Unit, the parking areas, roadways, driveways, sidewalks, walkways, General Common Element stairways and fences. The Association shall additionally be responsible for the maintenance, management and operation of (i) one (1) detention basin located on Block 35.08, Lot 1, which is adjacent to the Property and is owned by the Township of Sparta, and (ii) open space located on Block 35.08, Lot 17, which is adjacent to the Property and is owned by the Township of Sparta.

**8.03. Rights of the Association.** The Association may affect emergency repairs to any Unit which the Owner of that Unit has failed to perform, but the expenses incurred by the Association in doing so shall be levied against the Owner of that Unit as a Remedial Assessment. The Association may also effect non-emergency repairs within the boundaries of a Unit which the Unit Owner has failed to perform and charge the reasonable expenses of the repair to the Unit Owner as a Remedial Assessment, but only if (1) any such failure to maintain by the Unit Owner will have a material and adverse impact upon any other portion of the Condominium and (ii) the Unit Owner(s) responsible for maintenance, repair or replacement have failed to remedy the situation within thirty (30) days after written notice is given by the Association to do so.

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

## ARTICLE IX EASEMENTS

**9.01. Unit Owner Easements.** Every Unit Owner, his or her successors and assigns, shall have the following perpetual easements with respect to the Property, which shall be for the benefit of all Owners and occupants of Units in the Condominium and their invitees:

- (a) A non-exclusive easement in, upon, over, under, across and through the Common Elements to keep, maintain, use operate, repair and replace his or her Unit in its original position and in every subsequent position to which it changes by reason of the gradual forces of nature and the elements; and
- (b) An exclusive easement for the existence and continuance of any encroachment by his or her Unit upon any adjoining Unit or upon any Common Element, now existing or which may come into existence hereafter as a result of construction, reconstruction, repair, shifting, settlement or movement of any portion of a Building or Unit, or as a result of condemnation or eminent domain proceedings, so

that any such encroachment may remain undisturbed so long as the Building stands; and

- (c) A non-exclusive easement for ingress and egress to his or her Unit in, upon, under, over, across and through the General Common Elements; and
- (d) An exclusive easement to use and enjoy the surfaces of the main walls, including any windows, doors, fireplace, ceilings, floors, stairway and foyer of his or her Unit; and
- (e) An easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines, television cable systems or other General Common Elements located within any of the other Units or Common Elements and serving his or her Unit; and
- (f) A perpetual and non-exclusive easement in, over and through the General Common Elements to use the common facilities within the Condominium, subject to the right of the Board to:
  - (i) promulgate Rules and Regulations for the use and enjoyment thereof;
  - (ii) suspend the enjoyment thereof, and voting rights and other membership privileges of any Unit Owner for any period during which any assessment, fine or other charge remains unpaid, or for any period during which any infraction of its published Rules and Regulations continues, it being understood that any suspension for either non-payment of any assessment or a breach of the Rules and Regulations of the Association shall not constitute a waiver or discharge of the Unit Owner's obligation to pay the assessment;
  - (iii) A non-exclusive easement for pedestrian ingress and egress to and from the other Unit(s) over and through all common walkways and roadways located within the General Common Elements, which easement shall be for the benefit of all Unit Owners and occupants in the Condominium or their invitees; and
- (g) A non-exclusive easement for access to or use of the General Common Elements within the Condominium for any other purposes not prohibited by the Condominium Documents, which easement is for the benefit of all Owners and occupants of Units in the Condominium and their invitees; and
- (h) A non-exclusive easement for vehicular ingress and egress reasonably required to and from the Units over and through roadways in the Condominium, which easement shall be for the benefit of all Owners and occupants of Units in the Condominium and their invitees.

9.02. **Sponsor and Builder Easements.** The Sponsor and Builder shall have the following easements with respect to the Property:

- (a) A blanket and non-exclusive easement in, upon, through, under and across the Common Elements for the purpose of (i) construction, installation, maintenance and repair of any improvements to the Units or the Common Elements, (ii) ingress and egress for the use of all driveways and parking areas, and (iii) installation, maintenance and repair of all sales, promotional, directional and identification signs deemed appropriate by the Sponsor and the Builder, all of which may be illuminated and located anywhere on the Common Elements at the sole cost and discretion of the Builder, until the expiration of two (2) years from the date the last Unit is sold and conveyed in the normal course of business and (iv) the utilization of existing and future model Units for sales promotion and exhibition until the last Unit held by the Sponsor or the Builder, as the case may be, in the normal course of business is sold;
- (b) The irrevocable right to enter into, upon, over or under any Unit for such purposes as may reasonably be necessary for the Sponsor, the Builder or their respective agents, to service such Unit or any part of the Building, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate whether the Unit Owner is present at the time or not;
- (c) A blanket and non-exclusive easement in, upon, over, through, under and across the Common Elements to use all driveways and parking areas to perform any service or repair required pursuant to the Sponsor's or Builder's warranty obligations, as applicable, until the expiration of the Sponsor's or Builder's warranty obligations, as applicable, pursuant to law;
- (d) A perpetual, blanket and non-exclusive easement in, upon, over, under, across and through the Common Elements for surface water runoff and drainage caused by natural forces and elements, grading and/or the improvements located upon the Property. No individual Unit Owner shall directly or indirectly interfere with or alter the drainage runoff patterns and systems within the Condominium; and
- (e) A blanket and non-exclusive easement in, upon, over, through, under and across the Common Elements and existing and future model units for sales promotion and exhibition, including the posting of signs and other forms of advertisements, and the right of access to Condominium facilities for marketing purposes, until the last unit in the Condominium is sold and conveyed in the normal course of business.

The easement rights granted to the Sponsor and Builder under this Section shall also inure to the benefit of each Unit Developer, but only to the extent necessary for the interest conveyed by the Sponsor or Builder to the Unit Developer.

9.03. **Association Easements.** The Property shall also be subject to the following perpetual easements for the benefit of the Association:

- (a) The Association shall have a perpetual and exclusive easement for the maintenance of any Common Elements, including those which presently or may hereafter encroach upon a Unit; and
- (b) The Association, through the Board or any manager, or managing agent, or their respective agents or employees shall have the perpetual and non-exclusive right of access to each Unit (i) to remedy any violations of the provisions of Condominium Documents of the Association, and (ii) to perform any operations required in connection with its maintenance, repairs and replacements as set forth in Article VII hereof, including but not limited to the maintenance and repair of each Unit's septic system; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

9.04. **Permitted Mortgage Holder Easements.** Any Permitted Mortgage Holder, its officers, agents and employees, shall have a blanket, perpetual and non-exclusive easement to enter the Condominium or any part thereof to inspect the condition and repair of the Common Elements, or any Units so encumbered by a first mortgage owned by it. This right shall be exercised only during reasonable daylight hours, and then whenever practicable, only after advance notice to and with the permission of the Board and the Unit Owner.

9.05. **Utility Easement.** A blanket, perpetual and non-exclusive easement in, upon, over, across and through the Common Elements for the purpose of the installation, maintenance, repair, service and replacement of all sewer, water, power and telephone pipes, lines, mains, conduits, waters, poles, transformers, master television antennas, cable television facilities and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility systems serving the Property, which easement shall be for the benefit of any governmental agency, or utility company or other entity which requires same for the purpose of furnishing one or more of the foregoing services.

9.06. **Governmental Easement.** The Property shall also be subject to the following easements:

- (a) A blanket, perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, across and through the Common Elements to the Township of Sparta, its respective officers, agents and employees (but not the public in general) and all police, fire, and ambulance personnel in the proper performance of their respective duties (including, but not limited to, emergency repairs to a Unit), and for repair and maintenance of the Common Elements. Except in the event of emergencies, the rights accompanying the easements provided for in this subparagraph shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with permission of the Unit Owner(s) directly affected thereby; and
- (b) A perpetual, blanket and non-exclusive easement in, upon, over, under, across and through the Common Elements to the Township of Sparta, its respective officers, agents and employees (but not the general public) for surface water run off and drainage caused by natural forces and elements, grading, and/or the improvements



located upon the Property. No individual Unit Owner shall directly or indirectly interfere with or alter the drainage and run off patterns and systems within the Property.

9.07. **Responsibility for Damages.** In the event that any easement right set forth in this Article IX is exercised, the person or entity exercising such right shall be responsible for the repair of any damage and liable for any personal injury or property damage arising directly or indirectly from his, her or its use or maintenance of the easement area.

## ARTICLE X BY-LAWS AND ADMINISTRATION; CHANGES IN DOCUMENTS; POWER OF ATTORNEY

10.01. **Administration of Common Elements.** The administration, operation and maintenance of the Common Elements of the Condominium and all other common facilities shall be by the Association in accordance with the provisions of the Condominium Act and the Condominium Documents and any other agreements, documents, amendments or supplements to the foregoing which may be duly adopted or subsequently be required by any Institutional Lender designated by the Sponsor or Builder or by any governmental or quasi-governmental agency having regulatory jurisdiction over the Condominium or by any title insurance company selected by Sponsor or Builder, as applicable, to insure title to any Unit(s).

While the Sponsor and Builder, as applicable, maintain control of the Board, it shall take no action that adversely affects a Unit Owner's rights under N.J.A.C. 5:25-5.5. Claims relative to defects in the Common Elements shall be processed in accordance with N.J.A.C. 5:25-5.5.

10.02. **Sponsor's and Builder's Power of Attorney.** The Sponsor and the Builder hereby reserves for themselves, their successors and assigns for the latter to occur of (i) a period of five (5) years from the date the first Unit is conveyed to an individual purchaser, or (ii) until the Sponsor or the Builder conveys title to the last Unit in the Condominium, the right to execute on behalf of all contract purchasers, Unit Owners, mortgages, other lien holders or parties claiming a legal or equitable interest in the Condominium, any such agreements, documents, amendments or supplements to the documents described in Section 10.01 which may be so required by any such governmental or quasi-governmental agency, or Institutional Lender or title insurance company.

- (a) **Appointment.** By acceptance of a deed to any Unit within the Condominium or by the acceptance of any other legal or equitable interest in the Condominium, each and every such contract purchaser, Unit Owner, mortgagee, or other lienholder or party having a legal or equitable interest in the Condominium does automatically and irrevocably name, constitute, appoint and confirm the Builder, its successors and assigns, as attorney-in-fact for the purpose of executing such agreements, documents, amendments or supplements to the Master Deed and other instrument(s) necessary to effect the foregoing subject to the limitations set forth herein.
- (b) **Limitations.** No such agreement, document, amendment or supplement or other instrument which adversely affects the value or substantially alters the floor plan of

a Unit, or changes the percentage of the undivided interest in the Common Elements, or substantially increases the financial obligations of the Unit Owner, or reserves any additional or special privileges for the Sponsor or the Builder not previously reserved, shall be made without the prior written consent of the affected Unit Owner(s) and all owners of any mortgage(s) encumbering the affected Unit Owner(s). Any such agreement, document, amendment or supplement which adversely affects the priority or validity of the lien of any mortgage which encumbers any Unit shall not be made without the prior written consent of the owners of all such mortgages.

- (c) **Duration.** The Power of Attorney aforesaid is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all Units and be binding upon the heirs, personal representatives, successors and assigns of any of the foregoing parties. Further, said power of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to said powers. Said power of attorney shall be vested in the Sponsor, the Builder, their successors and assigns, until the initial conveyance of all Units or the expiration of five (5) years from the date of the first conveyance, whichever occurs first. Thereafter, said powers of attorney shall automatically vest in the Association to be exercised by its Board of Directors.

10.03. **Sponsor's and Builder's Prohibited Voting.** Despite the foregoing, the Sponsor and the Builder shall not be permitted to cast any votes for unsold Units owned by each of them, respectively, for the purpose of amending this Master Deed, the By-Laws or any other document for the purpose of changing the permitted use of a Unit or the purpose of reducing the Common Elements or common facilities.

10.04. **Association's Power of Attorney.** By acceptance of a deed to any Unit or by the acceptance of any other legal or equitable interest in the Condominium, each and every such contract purchaser, Unit Owner, mortgagee, or other lienholder or party having a legal or equitable interest in the Condominium does automatically and irrevocably name, constitute, appoint and confirm the Association as attorney-in-fact for the following purposes: (i) to acquire title to or lease any Unit whose Owner desires to surrender, sell or lease same, in the name of the Association or its designees, corporate or otherwise, on behalf of all Unit Owners to convey, sell, lease, mortgage (but not to vote the votes appurtenant thereto) or otherwise, dispose of any such Units so acquired or to sublease any Units so leased by the Association; (ii) to prepare, execute and record any amendments to the Master Deed required under Article XIII (Eminent Domain) hereof; (iii) to prepare, execute and record any amendments to the Master Deed required under Section 10.02 herein; and (iv) to prepare, execute and record any amendments to the Master Deed made pursuant to Article XVI (General Provisions) hereof.

**ARTICLE XI  
RESTRICTIONS**

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

- (a) Units shall be used for residential purposes only, provided home occupations may be carried on in a Unit if such use is incidental to the Unit's primary residential use, shall have no employees and shall be approved by municipal authorities having jurisdiction over such use. No commercial, industrial, recreational or professional activity not permitted by the present zoning, other applicable laws and ordinances hereunder and any rules or regulations shall be carried on in any Unit at any time.
- (b) No Unit shall be occupied by more persons than the maximum permitted by law for such Units.
- (c) Nothing shall be built, caused to be built or done in or to any Unit which will alter or cause any alteration to the Common Elements of the Condominium without the prior approval of the Condominium Association. Nothing shall be done by any owner or occupant of a Unit to interfere with or affect the maintenance to be performed by the Condominium Association.
- (d) Each Unit shall be maintained by its Owner and occupant in a safe, clean and sanitary manner and condition, in good order and repair and in accordance with all applicable restrictions, conditions, ordinances, codes and any rules or regulations as may be applicable hereunder or under law.
- (e) To the extent maintenance is not specifically provided by the Condominium Association, the Owner of each Unit shall maintain the Unit and all Limited Common Elements appurtenant thereto in a manner satisfactory to the Association and in accordance with those covenants, conditions or restrictions which may apply to the Unit. In the event that a Unit shall not be maintained, the Association shall have the right to maintain the same, after giving the owner at least fifteen (15) days prior written notice to cure any maintenance problems or deficiencies and, in this event, the Association shall have the right to assess the particular owner for the cost of the maintenance. The Association by its Board shall have the right to establish rules and regulations governing the maintenance of any Unit exterior and any Limited Common Elements.
- (f) No Owner or occupant of any Unit shall carry on, or permit to be carried on, any practice which unreasonably interferes with the quiet enjoyment and proper use of another Unit or the Common Elements by the Owner or occupant of any other Unit, or which creates or results in a hazard or nuisance on the Property.
- (g) Except for a single, non-illuminated Unit number sign at the entrance to a Unit as installed by the Sponsor or Builder or approved by the Board, no sign may be created on or in a Unit or any Limited Common Element assigned or appurtenant thereto which is visible from outside the Unit or in the Common Elements, with the

exception of one (1) non-illuminated sign measuring not more than three (3) square feet to be placed in one (1) window of the Unit which advertises the sale or lease of the Unit.

- (h) All Unit Owners or occupant shall install and maintain draperies, blinds, curtains or other window coverings on windows or sliding terrace doors of all Units, except as otherwise allowed by the Rules and Regulations of the Association.
- (i) No Unit Owner or occupant may obstruct the Common Elements in any way. No Unit Owner or occupant may store anything in or on the Common Elements without the prior written consent of the Board.
- (j) No Unit Owner or occupant shall perform fill improvements on the change of grade within any wetland and wetland buffer areas contained in the Property with the prior written consent of the New Jersey Department of Environmental Protection and the Board or its duly authorized agent.
- (k) No Unit Owner shall perform or permit to be performed any work on any portion of his Unit including, but not limited to, any equipment situated in or on any Common Elements such as a heating/air conditioning equipment located on the exterior of the Buildings, which work may require access to, over or through Common Elements or which work may involve potential risk of damage to the Common Elements or other Units without the prior consent of the Board or its duly authorized agent.
- (l) Other than two (2) domesticated pets, no animals not approved in writing by the Board shall be kept or bred in any Unit. No pet shall be permitted to run loose or uncontrolled in or on the Common Elements. Pet Owners shall immediately clean up any waste left by pets on the Common Elements. The tying of pets to any Common Elements or the exterior of any Unit is prohibited.
- (m) No Unit Owner shall alter in any way the exterior appearance of his or her Unit (including without limitation the exterior surface colors or materials of doors or garage doors) without the prior written approval of the Board.
- (n) No Owner or occupant shall erect or maintain upon the Unit an outside antenna or satellite dish or other external improvement for signal reception measuring greater than 18" in diameter or located anywhere but in the rear of the Unit or in such other location to the extent permitted by State and/or Federal Law..
- (o) Driveways and streets and other exterior parking areas on the Property shall be used by Unit Owners and residents for four wheel passenger vehicles only. No recreational vehicles, vans (other than the non-commercial passenger vans), mobile homes, trailers, boats, trucks or commercial (whether or not registered as a commercial vehicle with the State Department of Transportation) vehicles shall be permitted to be parked outside on the Property, except on a day-to-day temporary basis, in connection with the servicing of the Condominium itself. Vans, recreational vehicles, trailers, trucks or commercial vehicles may be permitted

provided it is parked entirely within a Unit's garage. This restriction shall not apply to the Sponsor or the Builder in the course of their construction and development of the Property and shall not impair the Sponsor's or the Builder's rights or their successors' rights, as set forth in the Master Deed.

- (p) Except for work done by the Sponsor and the Builder in connection with the construction of the Condominium and the marketing of Units, nothing shall be built, caused to be built or done in or to any Unit which will alter or cause any alteration to the Common Elements without the prior written approval of the Board.
- (q) No Unit Owner or occupant shall obstruct in any manner any of the drainage easements, access easements, sewer easements or sight easements described in Article IX of the Master Deed and as shown on the Plan.
- (r) Each Unit Owner and occupant shall be prohibited from using any type of de-icing products containing salts, ammonium sulfate and ammonium nitrate on any concrete surfaces contained in the Common Elements and/or Limited Common Elements.
- (s) Each Unit Owner and occupant shall be prohibited from using and enjoying the adjacent lands to the Condominium containing the detention basin (Block 35.08, Lot 1) and the open space (Block 35.08, Lot 17).

**11.02. Restrictions on Alterations.** Nothing shall be done to any Unit or on or in the Common Elements which will impair the structural integrity of any Building or which will structurally change a Building. No Unit Owner (other than the Sponsor and the Builder) may make any structural additions, alterations or improvements in or to his or her Unit or in or to the Common Elements, without the prior written approval of the Board. The Board shall have the obligation to answer any written request received by it from a Unit Owner for approval of a proposed structural addition, alteration or improvement to his or her Unit within sixty (60) days after the receipt of such request, and failure to do so within the stipulated time shall constitute an approval without prejudice of the proposal. Any application to any municipal authority for a permit to make an addition, alteration or improvement in or to any Unit must first be reviewed and approved by the Board and may then be submitted by the Unit Owner. Such approval, however, shall not incur any liability on the part of the Association to any contractor, subcontractor or materialman on account of such addition, alteration, or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The Unit Owner(s) shall furnish the Board with a copy of any such permit which he has procured. The provisions of this subparagraph shall not apply to Units owned by the Sponsor and the Builder, respectively, until such Units have been initially sold and conveyed by the Sponsor and Builder, respectively, in the ordinary course of the Sponsor's and Builder's business.

Nothing herein shall be construed to prohibit the reasonable adaptation of any Unit for use by a handicapped resident in accordance with the provisions of the Fair Housing Amendment Act of 1988, as amended from time to time.

**11.03. Restrictions on Leasing.** Except as hereinafter provided, no Unit shall be leased by the Owner thereof (except the Sponsor, the Builder or a lender in possession of such Unit following a default

in a first mortgage, a foreclosure proceeding or by any deed or other arrangement in lieu of foreclosure) or otherwise utilized for transient or hotel purposes, which shall be defined as (i) rental for any period of less than one (1) year; or (ii) any rental where the occupants of the Unit are provided customary hotel services, furnishing laundry and linen, and bell boy service, etc.

No lease or occupancy of a Unit shall be permitted unless a true copy of the lease is furnished in advance to the Association, together with the current address and phone numbers of both the Owner and the lessee. Each Unit Owner must provide an age affidavit on forms prescribed by the Association for each tenant. In addition, the Owner of the Unit shall not have the right to utilize the Common Elements during any period that said Unit is rented. No Unit Owner may lease less than an entire Unit. Subject to the foregoing restrictions, the Unit Owners shall have the right to lease their Units provided that a lease is in writing and made subject to all provisions of the Condominium Documents of the Association and other documents referred to herein, including the right of amendment reserved to the Sponsor and Builder described in this Master Deed, and provided further that any failure of the lessee to fully comply with the terms and conditions of such documents shall constitute a material default under the lease and be grounds for termination and eviction.

In the event a tenant of a Unit fails to comply with the provisions of the Condominium Documents then, in addition to all other remedies which it may have, the Association shall notify the Unit Owner of such violation(s) and demand that the same be remedied through the Unit Owner's efforts within thirty (30) days after such notice. If such violation(s) is not remedied within said thirty (30) day period, then the Unit Owner shall immediately thereafter, at his or her own cost and expense, institute and diligently prosecute an eviction against his or her tenant on account of such violation(s). Such action shall not be compromised or settled without the prior written consent of the Association. In the event the Unit Owner fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Unit Owner and at the Unit Owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses. By acceptance of a deed to any Unit, each and every Unit Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Board as his or her attorney-in-fact for the purposes described in this Section.

**11.04. Rules and Regulations; Fines.** The Board shall have the power to promulgate and adopt such Rules and Regulations as may be necessary to carry out the intent of these use restrictions, and shall have the right to bring lawsuits to enforce the Rules and Regulations so promulgated. Without limiting the foregoing, to the extent that New Jersey law may in the future permit, the Board shall also have the right to levy fines for violations of the Condominium Documents. Each day that a violation continues after receipt of notice by the Unit Owner may be considered as a separate violation. Any fine so levied shall be considered as a Common Expense to be levied against the particular Unit Owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses.

## **ARTICLE XII INSURANCE; DAMAGE OR DESTRUCTION TO PROPERTY**

**12.01. Insurance.** The Board shall obtain and continue in effect blanket property insurance on the Common Elements in an amount equaling replacement value (exclusive of land, foundations or slabs,

excavations and other such items as are usually excluded from insurance coverage), and without prejudice to the right of the Owner of any Unit to obtain individual Unit insurance at his or her own cost. In addition, the Board shall obtain and continue such other amounts of insurance as may be required by the provisions of the By-Laws and in accordance with the provisions of N.J.S. 46:8B-14(d). Such insurance shall include coverage against loss by fire or other casualties normally covered under broad-form fire and extended coverage insurance policies as written in this State, covering all common elements and all structural portions of the Condominium property. Premiums for all such insurance coverage obtained by the Board shall be a Common Expense to be included in the Annual Common Expense Assessment.

**12.02. Disposition of Insurance Proceeds.** If any insured improvements or any part thereof is damaged or destroyed by fire or casualty, the repair, restoration or ultimate disposition of any insurance proceeds shall be in accordance with the provisions in this Article XII.

**12.03. Insurance Proceeds Less than or Equal to \$50,000.** If the insurance proceeds derived from such loss amount to \$50,000 or less, then the Board shall contract with any licensed contractor or contractors to rebuild or repair such damage or destroyed portions of the insured improvements in conformance with the original plans and specifications, or if adherence to such original plans and specifications is impracticable in the discretion of the Board, then in conformance with revised plans and specifications provided such repairs or rebuilding shall be of a quality and kind substantially equivalent to the original construction. The Board shall accept bids only in specific amounts and shall not enter into any cost-plus or other sliding scale arrangement for compensation to the contractor.

**12.04. Insurance Proceeds Greater than \$50,000.** If the insurance proceeds derived from such loss exceed \$50,000, all such insurance proceeds shall be paid directly to an Insurance Trustee as may be designated by the Board, as trustee for all Permitted Mortgage Holders holding first mortgages on any portion of the Property, and all Unit Owners as their interests may then appear. Disbursement of such funds shall be made only upon the signatures of a majority of the members of the Board in accordance with the following:

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

**12.05. Responsibility of Unit Owner.** Units Owners are responsible for obtaining coverage for their Units at their own cost. If the damage is to those parts of a Unit for which the Unit Owner bears the responsibility for payment and performance of maintenance and repair, the Owner shall be responsible to bear the costs of and perform the reconstruction and repair, but the proceeds of any insurance on the affected part(s) of the Unit that may have been obtained by the Association shall be made available for such purpose. Subject to the Master Deed, in all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

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

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

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

### ARTICLE XIII EMINENT DOMAIN

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

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

**13.03. Allocation of Awards.** Any awards made in connection with such proceedings shall be collected by the Association and applied or distributed by it in accordance with Article VI, Section 6.02, unless the award or decree provides to the contrary.



If a part of the Common Elements is acquired by eminent domain, the award must be paid to the Association unless the decree provides that the Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Unit Owners affected in proportion to their respective damage suffered and their respective percentage interest in the Common Elements before the taking.

**13.04. Reallocation Following Condemnation.**

- (a) **Units Rendered Uninhabitable.** Upon acquisition by the condemning authority, each affected Unit's entire percentage interest and its corresponding liability for payment of Common Expenses shall be automatically reallocated to the remaining Units on the same basis as their respective percentage interests and Common Expense liability were initially established, and the Association shall promptly prepare, execute and record an amendment to the Master Deed reflecting the reallocations. Any remnant of a Unit which has been rendered uninhabitable remaining after a part of a Unit is taken under this subsection shall thereafter be a Common Element.
- (b) **Units Remaining Habitable.** Upon acquisition by the condemning authority, the percentage interest and corresponding liability for Common Expenses of each affected Unit shall be that fraction, the numerator of which is the square footage of the Unit remaining after the taking, and the denominator of which is the aggregate square footage of all Units within the Condominium after the taking. The amount by which the percentage of interest and corresponding liability of each affected Unit is reduced shall thereafter be proportionately reallocated to all Units within the Condominium.

**ARTICLE XIV  
PROTECTIVE PROVISIONS FOR THE BENEFIT OF ELIGIBLE  
MORTGAGE HOLDERS**

**14.01. Notice to Eligible Mortgage Holders.** The Association shall be deemed to have fulfilled its obligations hereunder and an Eligible Mortgage Holder shall be deemed to have been given any required notice hereunder so long as the Association can establish that it served the notice in question in the manner provided herein directed to the Eligible Mortgage Holder at the last address given by it to the Association in the manner provided herein. The manner in which the Association shall give the notices required to notice mortgages pursuant to this Article XIV shall be via United States Postal Service by certified mail, with return receipt requested and sufficient prepaid post affixed thereto, addressed to the last address of the Eligible Mortgage Holder identified to the Association as provided herein.

**14.02. Notice.** Any Eligible Mortgage Holder shall be entitled to timely written notice of:

- (a) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the Eligible Mortgage Holder's mortgage; and no Unit Owner or other party shall have priority over such Eligible Mortgage Holder with respect to the distribution to such Unit(s) of the proceeds of any condemnation award or settlement in the event of condemnation or with respect to

the distribution to such Unit(s) of any insurance proceeds in the event of casualty loss; and

- (b) any sixty (60) day delinquency in the payment of Common Expense assessment installments or other assessments or charges owed to the Association by a Unit Owner of any Unit upon which the Eligible Mortgage Holder holds a mortgage; and
- (c) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (d) any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

The Eligible Mortgage Holder for any Unit must send a written request to the Association stating both its name and address and the address of the Unit on which it holds the mortgage to be entitled to receive the information discussed in subparagraphs (a) through (d) of this Section 14.02.

**14.03. Amendments Requiring Approval of 51% of Eligible Mortgage Holders.** The prior written approval of at least fifty-one percent (51%) of the Eligible Mortgage Holders is required for any material amendment to this Master Deed or the By-Laws or Certificate of Incorporation including, but not limited to, any amendment which would change any provision relating to:

- (a) voting rights;
- (b) the requirement to collect reserves for maintenance, repair and replacement of Common Elements;
- (c) responsibility for maintenance and repairs;
- (d) reallocation of interests in the General or Limited Common Elements or rights to their use;
- (e) boundaries of any Unit;
- (f) convertibility of Units into Common Elements or vice versa;
- (g) insurance or fidelity bonds;
- (h) imposition of any restrictions upon a Unit Owner's right to sell or transfer his or her or her Unit;
- (i) restoration or repair of the Condominium (after damage, destruction or condemnation) in a manner other than that specified in this Master Deed;
- (j) any action to terminate the legal status of the Condominium as a Condominium after substantial damage or condemnation occurs; or
- (k) any provisions that expressly benefit Eligible Mortgage Holders.

**14.04. Amendments Requiring Approval of 67% of Eligible Mortgage Holders.** The prior written approval of at least sixty-seven percent (67%) of the Eligible Mortgage Holders is required before the effectuation of any decision by the Unit Owners to terminate the legal status of the Condominium as a Condominium for reasons other than substantial destruction or condemnation of the Property.

**14.05. Implied Approval of Eligible Mortgage Holders Assumed.** Despite the requirements of prior written approval of Eligible Mortgage Holders provided in Sections 14.02 and 14.03 of this Master Deed, provided that the Association serves notice on Eligible Mortgage Holders of those matters which are the subject of Sections 14.02 and 14.03 of this Master Deed in the manner provided in Section 14.01 of this Master Deed, the Association may assume implied approval of any Eligible Mortgage Holder who fails to submit a written response to any notice given within thirty (30) days after it receives such notice as provided herein and so long as the notice was delivered by certified mail as indicated by a signed return receipt.

**14.06. Notice of Non-Material Amendment.** Any Eligible Mortgage Holder who requests same shall be entitled to receive thirty (30) days advance notice from the Association of any proposed non-material amendment to the Master Deed, the By-Laws or the Certificate of Incorporation permitted by same, which notice shall include a copy of the proposed change; and any Eligible Mortgage Holder shall be deemed to have implicitly approved such change as proposed unless it states in a written response to the Association its objections or comments relative to such proposed change.

**14.07. No Partition.** No Unit in the Condominium may be partitioned or subdivided without the prior written approval of any Eligible Mortgage Holder for such Unit.

**14.08. Common Expense Lien Subordinate.** Except to the extent permitted by N.J.S. 46:8B-21 or any other applicable law authorizing the establishment of a limited lien priority for the payment of Common Expense assessments, any lien that the Association may have on any Unit for the payment of Common Expense assessments attributable to such Unit is subordinate to the lien or equivalent security interest of any first mortgage on the Unit recorded prior to the date any such Common Expense Assessment became due.

**14.09. Inspection of Records.** Any Eligible Mortgage Holder shall, upon written request, (a) be permitted to inspect the books and records of the Association during normal business hours, and (b) receive an annual financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association. The Association shall maintain current copies of the Condominium Documents and any respective amendments thereto, as well as its own books, records and financial statements. These documents shall be available for inspection by Unit Owners and Permitted Mortgage Holders.

**14.10. Notice of Meetings.** Any Eligible Mortgage Holder, upon request, shall receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

**14.11. Liability for Common Expense Assessments.** Any Permitted Mortgage Holder holding a first mortgage lien on a Unit that obtains title to a Unit as a result of foreclosure of the first mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser in a foreclosure sale, or their respective successors and assigns, is not liable for the share of Common Expenses or other assessments by the

Association pertaining to such Unit or chargeable to the former Unit Owner which 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 or her successors and assigns.

**14.12. Common Expense Default.** Despite 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, the Permitted Mortgage Holder 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.

## ARTICLE XV SPONSOR'S AND BUILDER'S RIGHTS AND OBLIGATIONS

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

**15.02. Rights Reserved to Sponsor and Builder.** Despite anything to the contrary herein or in the Certificate of Incorporation or By-Laws of the Association, the Sponsor and Builder hereby reserve for themselves, their successors and assigns, for so long as they own one (1) or more Units, respectively, in the Condominium, the right to sell, lease, mortgage, sublease or otherwise dispose of any unsold Units within the Condominium.

**15.03. Transfer of Special Sponsor's Rights.** No special rights created or reserved to the Sponsor under this Master Deed ("Special Sponsor Rights") may be transferred except by an instrument evidencing the transfer recorded in the Office of the Clerk of the County of Sussex, New Jersey. The instrument shall not be effective unless executed by the transferee.

**15.04. Liability of Transferor.** Upon transfer of any such Special Sponsor Right, the liability of the transferor is as follows:

- (a) A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations imposed upon him or her. Lack of privity does not deprive any Unit Owner of standing to bring an action to enforce any obligation of the transferor.
- (b) If a transferor retains any such Special Sponsor Right, or if a successor to any such Special Sponsor Right is an affiliate of the Sponsor, the transferor is subject to liability for all obligations and liabilities imposed on a Sponsor by law or by the

Master Deed, arising after the transfer, and is jointly and severally liable with the successor for the liabilities and obligations of the successor which relate to the Condominium.

- (c) A transferor who retains no such Special Sponsor Rights has no liability for any act or omission or any breach of a contractual or warranty obligation arising from the exercise of any such Special Sponsor Right by a successor who is not an affiliate of the transferor.

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

**15.06. Foreclosure, Bankruptcy, Receivership.** Upon foreclosure, sale by a trustee under a deed of trust, or sale under any bankruptcy proceeding, of all Units in the Condominium owned by the Sponsor:

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

**15.07. Liability of Successors.** The liabilities and obligations of persons who succeed to all Special Sponsor Rights are as follows:

- (a) A successor to all such Special Sponsor Rights who is an affiliate of the Sponsor is subject to all obligations and liabilities imposed on any Sponsor by law or by the Master Deed.
- (b) A successor to all such Special Sponsor Rights, other than a successor described in paragraphs (c) or (d) hereof who is not an affiliate of the Sponsor is subject to all obligations and liabilities imposed upon Sponsor by law or the Master Deed, but he is not subject to liability for misrepresentations or improvements made by any previous Sponsor or made before the Condominium was created, or for a breach of fiduciary obligation by any previous Sponsor.
- (c) A successor to only a Special Sponsor Right to maintain models, sales offices and signs, if he is not an affiliate of the Sponsor, may not exercise any other Special Sponsor Right, but is not subject to any liability or obligation as a Sponsor.
- (d) A successor to all Special Sponsor Rights who is not an affiliate of Sponsor and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to Units under Section 15.06 aforesaid, may declare his or her intention in a recorded instrument to hold those rights solely for

transfer to another party. Thereafter, until transferring all such Special Sponsor Rights to any Person acquiring title to any Unit owned by the successor, or until recording an instrument permitting exercise of all those rights, that successor may not exercise any of those rights other than the right to control the Board for the duration of any period of Sponsor control, and any attempted exercise of those rights is void. So long as a successor Sponsor may not exercise Special Rights under this subparagraph, he or she is not subject to any liability or obligation as a Sponsor other than liability for the successor's acts and omissions under the Master Deed.

15.08. **Ineffectiveness.** Nothing in this Article XV subjects any successor to a Special Sponsor Right to any claims against or other obligations of a transferor other than claims and obligations arising under the Master Deed.

#### **ARTICLE XVI AFFORDABLE HOUSING UNITS (COAH UNITS)**

16.01. **Affordable Housing Units.** The Affordable Housing Units (also referred to herein as the "COAH Units") are those Units subject to occupancy, sales, leasing and resale restrictions in accordance with a certain Affordable Housing Agreement, as shown in Exhibit "G" attached hereto, as same may be amended from time to time by the New Jersey Council of Affordable Housing, to be filed in the County of Sussex Clerk's Office and the ordinances of the Township of Sparta, implemented as a means of providing an Affordable Housing Agreement to allow low and moderate income persons the ability to purchase Units within the Condominium. The terms and conditions of Exhibit "G" shall be binding upon all Affordable Housing Units and shall be in addition to any and all other conditions, restrictions or requirements of this Master Deed. The Condominium shall include eight (8) designated, COAH Units. Each COAH Unit is and shall be subject to the restrictions contained in this Article and as required by the Township of Sparta's Affordable Housing Ordinance and the rules and regulations of the New Jersey Council of Affordable Housing in N.J.A.C. 5:93 71 et seq. and N.J.A.C. 5:93 9.1 et seq. (together, the "COAH Regulations"), where applicable.

16.02. **Affordable Housing Units.** The Affordable Housing Units shall be deemed designated as such upon the recordation of this Master Deed. Attached to any amendment to this Master Deed shall be a schedule of Affordable Housing Units, with their respective Unit designations.

16.03. **Administration of Affordable Housing.** The Association shall have no responsibility whatsoever for implementing, enforcing or supervising compliance by Affordable Housing Unit Owners with this Article, except that the Association shall serve written notice upon the Affordable Housing Committee or Agency of the Township of Sparta in the event that payment of the Annual Common Expense Assessment upon an Affordable Housing Unit is more than three (3) months or one (1) calendar quarter in arrears.

16.04. **Property Description.** These restrictions apply to the Affordable Housing Units as shown on Exhibit "B" attached hereto.

16.05. **Amendment of Article XVI.** Unless required by the New Jersey Department of Community Affairs or other preemptive government authority, the Sponsor, the Builder and the

Association shall not amend or alter the provisions of this Article without the prior written approval of the Affordable Housing Committee or Agency of the Township of Sparta.

## ARTICLE XVII GENERAL PROVISIONS

17.01. **Duration.** Except as provided in Article XVI, the provisions of this Master Deed shall be perpetual in duration, shall run with and bind all of the land included in the Condominium and shall inure to the benefit of and be enforceable by the Association and the Unit Owners, their respective successors, assigns, heirs, executors, administrators, and personal representatives, except that the covenants and restrictions set forth in Article XI shall have an initial term of forty (40) years from the date this Master Deed is recorded in the Office of the Clerk of the County of Sussex, New Jersey at the end of which period such covenants and restrictions shall automatically be extended for successive periods of ten (10) years each, unless at least two-thirds (2/3) of the Unit Owners at the time of expiration of the initial period, or of any extension period, shall sign an instrument, or instruments (which may be in counterparts), in which they shall agree to change said covenants and restrictions in whole or in part; but no such agreement shall become binding unless written notice containing the terms of the proposed agreement is sent to every Owner at least ninety (90) days in advance of the action taken in authorizing said agreement; and, in any event, any changes concerning any such agreement shall not become effective and binding until three (3) years after the recording of the aforesaid fully executed instrument or instruments containing such agreement, and provided further, that in no event may the Common Elements be conveyed to any third person, firm or corporation, without the express consent, by ordinance, of the governing body of the municipality (or such municipal corporation or other governmental entity as may then have zoning and subdivision jurisdiction over the Property).

17.02. **Amendment of the Master Deed.** This Master Deed may be amended at any time after the date hereof by a vote of at least sixty-seven percent (67%) of all Unit Owners, at any meeting of the Association duly held in accordance with the provision of the By-Laws provided, however, that any amendment so requiring it under the provisions of Articles XIV and Section 16.02 of this Master Deed, shall also have the prior written approval of fifty-one percent (51%) of Eligible Mortgage Holders, and further, provided that any amendment, deed of revocation or other document regarding termination of the condominium form of ownership shall be governed by Section 16.03 of this Master Deed. No amendment shall be effective until recorded in the Office of the Clerk of the County of Sussex, New Jersey. This paragraph is by way of supplement to and not in derogation of the powers of amendment reserved to the Sponsor and the Builder pursuant to Article X of this Master Deed. In the alternative, an amendment may be made by an agreement, signed and acknowledged by all of the Unit Owners in the manner required for the execution of a Deed, and such amendment shall be effective when recorded in the Office of the Clerk of the County of Sussex. Despite any provision hereof to the contrary, if any amendment is necessary in the judgment of the Board to cure any ambiguity or to correct or supplement any provision of this Master Deed that is unenforceable by law, defective, missing or inconsistent with any other provision hereof or with any of the other Condominium Documents, or if such amendment is necessary to conform this Master Deed with the requirements of the FNMA, VA or FHLMC at a time when such entity holds, or intends to hold, one or more Permitted Mortgages, then at any time and from time to time the Board may effect an appropriate corrective amendment without the approval of the Unit

Owners or the holders of any Permitted Mortgage, upon receipt by the Board of an opinion from independent legal counsel that the proposed amendment is permitted by the terms of this sentence.

No amendment shall impair or adversely affect the rights of the Sponsor or the Builder or cause the Sponsor or the Builder to suffer any financial, legal or other detriment, including but not limited to any direct or indirect interference with the sale of Units, or the assessment of the Sponsor or the Builder for capital improvements.

**17.03. Termination.** Despite anything to the contrary herein, an amendment, deed of revocation, or other document shall be effective to terminate the Condominium form of ownership upon written approval of eighty (80%) percent in interest of all Unit Owners, excluding the Sponsor and the Builder, and the written approval of the Sponsor and the Builder for so long as either holds one (1) Unit for sale in the ordinary course of business.

**17.04. Enforcement.** Enforcement of the Condominium Documents, whether by the Association or any Member thereof, shall be by an appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction against any person or persons, firm or corporation violating or attempting to violate any covenant herein contained, either to restrain or enjoin such violation or threatened violation, or to recover damages, and against any Owner to enforce any lien created by this Master Deed in any covenant herein contained, or by levying fines, suspending membership privileges or other action. Failure by the Association or any Member thereof to enforce any covenant herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same.

**17.05. Maintenance by Municipality.** In the event the Condominium is not maintained in reasonable order and condition, the Township of Sparta shall have the right to enter upon and maintain the Condominium. The assumption of such maintenance responsibility shall be in accordance with the procedures set forth in N.J.S. 40:55D-43(b). The cost of same shall be assessed, enforced and collected in accordance with the provisions of N.J.S. 40:55D-43(c). Despite any limitations as to the applicability of N.J.S. 40:55D-43(b) and (c) aforesaid to the maintenance of "open space," provisions of this paragraph shall be deemed to apply to all maintenance obligations as set forth in this Master Deed. The cost of such maintenance by the municipality shall be assessed pro rata against the Owners of each Unit affected thereby and shall become a lien and tax on each such Unit, and shall be enforceable by the Township of Sparta in the manner provided by law with respect to real estate taxes assessed directly against each such Unit.

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

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



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

17.09. **Rule Against Perpetuities.** If any provision of this Master Deed, the Certificate of Incorporation, or By-Laws of the Association shall be interpreted to constitute a violation of the Rule Against Perpetuities, then such provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of George Walker Bush, President of the United States of America, plus twenty-one (21) years thereafter.

17.10. **Notice-Condominium Association.** Unless a particular document permits or requires a particular notice to be given or served in a different manner, notice permitted or required to be given to or served upon the Association under the Condominium's governing documents shall be deemed to have been properly given to or served upon the Association when same is mailed via the United States Postal Service by certified mail, with return receipt requested and sufficient prepaid postage affixed thereto, addressed to the current Secretary or corporate Registered Agent of the Association as reflected in the official records of the New Jersey Secretary of State as of the date such notice is mailed.

#### **ARTICLE XVIII EXHIBITS**

18.01. Exhibits. The following exhibits are attached hereto and made part hereof:

18.02. EXHIBIT "A"- Legal Description

18.03. EXHIBIT "B"- Plan

18.04. EXHIBIT "C"- Unit Plans

18.05. EXHIBIT "D"- Certificate of Incorporation of Spartan Meadows Condominium Association, Inc.

18.06. EXHIBIT "E"- By-Laws of Spartan Meadows Condominium Association, Inc.

18.07. EXHIBIT "F"- Percentage Interest Schedule

18.08. EXHIBIT "G"- State of New Jersey – Council on Affordable Housing Agreement

IN WITNESS WHEREOF, the Sponsor and Builder have caused this instrument to be executed the day and year first above written.

Witness/Attest:

  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SPONSOR:**

**SPARTA BUSINESS CAMPUS HOLDING  
LIMITED LIABILITY COMPANY,**  
a New Jersey limited liability company

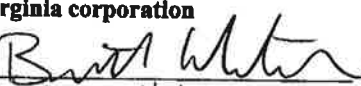
By:   
Name: Richard Crepeau  
Title: Member

Attest:

  
ROBIN WALSH

**BUILDER:**

**NVR, INC. D/B/A RYAN HOMES,**  
a Virginia corporation

By:   
Name: Brett Hetrick  
Title: Division Manager, VP

IN WITNESS WHEREOF, the Sponsor and Builder have caused this instrument to be executed the day and year first above written.

Witness/Attest:

**SPONSOR:**

**SPARTA BUSINESS CAMPUS HOLDING  
LIMITED LIABILITY COMPANY,**  
a New Jersey limited liability company

  
Name: SUSANA WILKE  
Title:

By:   
Name: Richard Crepeau  
Title: Member

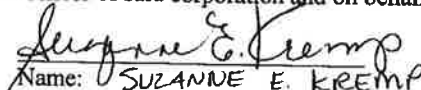
Attest:

**BUILDER:**  
**NVR, INC. D/B/A RYAN HOMES,**  
a Virginia corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEW JERSEY :  
COUNTY OF Monmouth SS.

On June 23, 2005, personally appeared Brett Hetrick, who is the V.P. of NVR, Inc. d/b/a Ryan Homes, a Virginia corporation, I am satisfied that this person is the person named in and who signed this Affidavit. This person acknowledged signing, sealing and delivering this Affidavit as this person's voluntary act and deed as an officer of said corporation and on behalf of said corporation.

  
Name: SUZANNE E. KREMP  
Commission Expires: 10/03/05

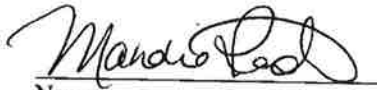
**SUZANNE E. KREMP  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 10/03/2005**

STATE OF NEW JERSEY :

SS.

COUNTY OF  Sussex  :

On  6/17 , 2005, personally appeared Richard Crepeau, who is a Member of SPARTA BUSINESS CAMPUS HOLDING LIMITED LIABILITY COMPANY, a New Jersey limited liability company, I am satisfied that this person is the person named in and who signed this Affidavit. This person acknowledged signing, sealing and delivering this Affidavit as this person's voluntary act and deed as a member of said company and on behalf of said company.



Name:

Commission Expires:

**MANDIE RADO**  
Notary Public of New Jersey  
Commission Expires 2/28/2010

**Exhibit "A"**  
**Legal Description**

# DYKSTRA ENGINEERING, INC.

11 LAWRENCE ROAD  
NEWTON, NEW JERSEY 07860

DOUGLAS O. DYKSTRA  
PROFESSIONAL LAND SURVEYOR - NJ LIC. 14846  
PROFESSIONAL PLANNER - NJ LIC. 4444

PHONE 6 (973) 579-3177  
FAX 6 (973) 579-7777  
DYKSTRA@SPARTA.CS.NET

## DESCRIPTION OF PROPERTY

Situate In Sparta Township, Sussex County, NJ  
Being A Private Road Know As Primrose Lane (50' Wide R.O.W.) As Shown On A Map Entitled "Final  
Plat - Sparta Business Campus - Tax Lots 3, 3.06, & 3.07, Block 35 - Tax Map Sheet 69 - Sparta  
Township, Sussex County, N.J." Said Plat Prepared By Dykstra Engineering, Inc., Dated 12-09-03.  
Being More Particularly Described Below

Beginning At A Point At The Intersection Of The Southerly Sideline Of Primrose Lane (50' Wide R.O.W.)  
And The Westerly Sideline Of N.J. State Highway Route 15 (66' Wide R.O.W.), And Running Thence

1. South 59 Degrees 20 Minutes 48 Seconds West A Distance Of 3.87 Feet To A Point,  
Thence
2. Along A Curve To The Left Having A Radius Of 20.00 Feet, An Arc Length Of 18.80  
Feet, A Chord Bearing of North 88 Degrees 17 Minutes 24 Seconds West, A Chord  
Length of 18.12 Feet To A Point,
3. South 64 Degrees 46 Minutes 36 Seconds West A Distance Of 307.63 Feet To A Point,  
Thence
4. Along A Curve To The Right Having A Radius Of 150.00 Feet, An Arc Length Of  
186.96 Feet, A Chord Bearing of North 79 Degrees 30 Minutes 58 Seconds West, A  
Chord Length of 175.09 Feet To A Point,
5. North 43 Degrees 48 Minutes 31 Seconds West A Distance Of 99.61 Feet To A Point,  
Thence
6. Along A Curve To The Left Having A Radius Of 100.00 Feet, An Arc Length Of 108.09  
Feet, A Chord Bearing of North 74 Degrees 46 Minutes 26 Seconds West, A Chord  
Length of 102.90 Feet To A Point,
7. South 74 Degrees 15 Minutes 40 Seconds West A Distance Of 108.62 Feet To A Point,  
Thence
8. Along A Curve To The Left Having A Radius Of 175.00 Feet, An Arc Length Of 33.99  
Feet, A Chord Bearing of South 68 Degrees 41 Minutes 48 Seconds West, A Chord  
Length of 33.94 Feet To A Point,
9. South 63 Degrees 07 Minutes 56 Seconds West A Distance Of 112.88 Feet To A Point,  
Thence
10. Along A Curve To The Left Having A Radius Of 825.00 Feet, An Arc Length Of 509.67  
Feet, A Chord Bearing of South 45 Degrees 26 Minutes 03 Seconds West, A Chord  
Length of 501.60 Feet To A Point,
11. South 27 Degrees 44 Minutes 10 Seconds West A Distance Of 114.87 Feet To A Point,  
Thence

12. Along A Curve To The Left Having A Radius Of 25.00 Feet, An Arc Length Of 21.03 Feet, A Chord Bearing of South 03 Degrees 38 Minutes 29 Seconds West, A Chord Length of 20.41 Feet To A Point,
13. Along A Curve To The Right Having A Radius Of 50.00 Feet, An Arc Length Of 241.19 Feet, A Chord Bearing of North 62 Degrees 15 Minutes 50 Seconds West, A Chord Length of 66.67 Feet To A Point,
14. Along A Curve To The Left Having A Radius Of 25.00 Feet, An Arc Length Of 21.03 Feet, A Chord Bearing of North 51 Degrees 49 Minutes 52 Seconds East, A Chord Length of 20.41 Feet To A Point,
15. North 27 Degrees 44 Minutes 10 Seconds East A Distance Of 114.87 Feet To A Point, Thence
16. Along A Curve To The Right Having A Radius Of 875.00 Feet, An Arc Length Of 540.56 Feet, A Chord Bearing of North 45 Degrees 26 Minutes 03 Seconds East, A Chord Length of 532.00 Feet To A Point,
17. North 63 Degrees 07 Minutes 56 Seconds East A Distance Of 112.88 Feet To A Point, Thence
18. Along A Curve To The Right Having A Radius Of 225.00 Feet, An Arc Length Of 43.70 Feet, A Chord Bearing of North 68 Degrees 41 Minutes 48 Seconds East, A Chord Length of 43.63 Feet To A Point,
19. North 74 Degrees 15 Minutes 40 Seconds East A Distance Of 108.62 Feet To A Point, Thence
20. Along A Curve To The Right Having A Radius Of 150.00 Feet, An Arc Length Of 162.13 Feet, A Chord Bearing of South 74 Degrees 46 Minutes 26 Seconds East, A Chord Length of 154.35 Feet To A Point,
21. South 43 Degrees 48 Minutes 31 Seconds East A Distance Of 99.61 Feet To A Point, Thence
22. Along A Curve To The Left Having A Radius Of 100.00 Feet, An Arc Length Of 124.64 Feet, A Chord Bearing of South 79 Degrees 30 Minutes 58 Seconds East, A Chord Length of 116.73 Feet To A Point,
23. North 64 Degrees 46 Minutes 36 Seconds East A Distance Of 302.63 Feet To A Point, Thence
24. Along A Curve To The Left Having A Radius Of 25.00 Feet, An Arc Length Of 39.27 Feet, A Chord Bearing of North 19 Degrees 46 Minutes 36 Seconds East, A Chord Length of 35.36 Feet To A Point,
25. South 25 Degrees 13 Minutes 24 Seconds East A Distance Of 82.85 Feet To The Point And Place Of Beginning

Containing 2.052 Acres Of Land

Subject To Any Covenants, Easements Or Restrictions That May Exist.  
This Description Written By Dykstra Engineering, Inc. On May 8, 2004.



**DYKSTRA ENGINEERING, INC.**

11 LAWRENCE ROAD  
NEWTON, NEW JERSEY 07860

DOUGLAS G. DYKSTRA  
PROFESSIONAL LAND SURVEYOR - NJ LIC#444  
PROFESSIONAL PLANNER - NJ LIC#444

PHONE # (973) 579-3177  
FAX # (973) 579-7177  
DYKSTRA@SPARTA.CSNET.NET

**DESCRIPTION OF PROPERTY**

Situate In Sparta Township, Sussex County, NJ  
Being Tax Lot 1, Block 35.08 As Shown On A Map Entitled "Final Plat - Sparta Business Campus - Tax  
Lots 3, 3.06, & 3.07, Block 35 - Tax Map Sheet 69 - Sparta Township, Sussex County, N.J." Said Plat  
Prepared By Dykstra Engineering, Inc., Dated 12-09-03 and Revised Through 07-14-04.  
Being More Particularly Described Below

Beginning At A Point On The Common Lot Corner Of Tax Lot 8, Block 35 And Tax Lot 1, Block 35.08,  
Said Point Being Distant On A Course South 59 Degrees 20 Minutes 48 Seconds West 3.87 Feet From The  
Intersection Of The Southerly Sideline Of Primrose Lane (50' Wide R.O.W.) And The Westerly Sideline  
Of N.J. State Highway Route 15 (66' Wide R.O.W.), And Running Thence

1. South 59 Degrees 20 Minutes 48 Seconds West A Distance Of 50.27 Feet To A Point,  
Thence
2. South 36 Degrees 20 Minutes 58 Seconds West A Distance Of 857.97 Feet To A Point,  
Thence
3. South 59 Degrees 37 Minutes 42 Seconds East A Distance Of 66.00 Feet To A Point,  
Thence
4. South 85 Degrees 18 Minutes 47 Seconds East A Distance Of 564.26 Feet To A Point,  
Thence
5. South 13 Degrees 43 Minutes 58 Seconds West A Distance Of 188.47 Feet To A Point,  
Thence
6. South 78 Degrees 17 Minutes 28 Seconds West A Distance Of 118.96 Feet To A Point,  
Thence
7. South 77 Degrees 40 Minutes 18 Seconds West A Distance Of 935.65 Feet To A Point,  
Thence
8. North 07 Degrees 02 Minutes 42 Seconds West A Distance Of 507.76 Feet To A Point,  
Thence
9. North 84 Degrees 22 Minutes 22 Seconds West A Distance Of 72.14 Feet To A Point,  
Thence
10. North 08 Degrees 28 Minutes 34 Seconds East A Distance Of 133.97 Feet To A Point,  
Thence
11. North 38 Degrees 18 Minutes 07 Seconds East A Distance Of 313.10 Feet To A Point,  
Thence
12. North 55 Degrees 00 Minutes 10 Seconds East A Distance Of 81.94 Feet To A Point,  
Thence
13. North 32 Degrees 39 Minutes 44 Seconds West A Distance Of 157.88 Feet To A Point of  
non-tangent curvature, Thence

14. Along A Curve To The Right Having A Radius Of 825.00 Feet, An Arc Length Of 83.44 Feet, A Chord Bearing of North 60 Degrees 14 Minutes 06 Seconds East, A Chord Length of 83.40 Feet To A Point of tangency, thence
15. North 63 Degrees 07 Minutes 56 Seconds East A Distance Of 105.61 Feet To A Point, Thence
16. South 26 Degrees 52 Minutes 04 Seconds East A Distance Of 167.04 Feet To A Point, Thence
17. North 73 Degrees 24 Minutes 50 Seconds East A Distance Of 268.19 Feet To A Point of non-tangent, Thence
18. Along A Curve To The Left Having A Radius Of 150.00 Feet, An Arc Length Of 158.39 Feet, A Chord Bearing of South 84 Degrees 58 Minutes 23 Seconds East, A Chord Length of 151.13 Feet To A Point of tangency, thence
19. North 64 Degrees 46 Minutes 36 Seconds East A Distance Of 307.63 Feet To A Point of curvature, Thence
20. Along A Curve To The Right Having A Radius Of 20.00 Feet, An Arc Length Of 18.80 Feet, A Chord Bearing of South 88 Degrees 17 Minutes 24 Seconds East, A Chord Length of 18.12 Feet To The Point And Place Of Beginning

Containing 17.990 Acres Of Land

Subject To Any Covenants, Easements Or Restrictions That May Exist.

This Description Written By Dykstra Engineering, Inc. On May 8, 2004 and Last Revised July 14, 2004.

# DYKSTRA ENGINEERING, INC.

11 LAWRENCE ROAD  
NEWTON, NEW JERSEY 07860

DOUGLAS C. DYKSTRA  
PROFESSIONAL LAND SURVEYOR - NJ LIC. 34846  
PROFESSIONAL PLANNER - NJ LIC. 44868

PHONE 9 (NJ) 579-2177  
FAX 9 (NJ) 579-7777  
DYKSTRA@SPARTA.CORP.NET

## DESCRIPTION OF PROPERTY

Situate In Sparta Township, Sussex County, NJ  
Being Tax Lot 2, Block 35.08 As Shown On A Map Entitled "Final Plat - Sparta Business Campus - Tax  
Lots 3, 3.06, & 3.07, Block 35 - Tax Map Sheet 69 - Sparta Township, Sussex County, N.J." Said Plat  
Prepared By Dykstra Engineering, Inc., Dated 12-09-03 and Revised Through 07-14-04.  
Being More Particularly Described Below

Beginning At A Point On The Southerly Sideline Of Primrose Lane, Said Point Being Distant 466.02 Feet  
From The Westerly End Of The Southerly Return Curve At The Intersection Of The Southerly Sideline Of  
Primrose Lane (50' Wide R.O.W.) And The Westerly Sideline Of N.J. State Highway Route 15 (66' Wide  
R.O.W.), And Running Thence

1. South 73 Degrees 24 Minutes 50 Seconds West A Distance Of 268.19 Feet To A Point,  
Thence
2. North 26 Degrees 52 Minutes 04 Seconds West A Distance Of 167.04 Feet To A Point,  
Thence
3. North 63 Degrees 07 Minutes 56 Seconds East A Distance Of 7.27 Feet To A Point Of  
Curvature, Thence
4. Along A Curve To The Right Having A Radius Of 175.00 Feet, An Arc Length Of 33.99  
Feet, A Chord Bearing of North 68 Degrees 41 minutes 48 Seconds East, A Chord  
Length of 33.94 Feet To A Point Of Tangency, Thence
5. North 74 Degrees 15 Minutes 40 Seconds East A Distance Of 108.62 Feet To A Point Of  
Curvature, Thence
6. Along A Curve To The Right Having A Radius Of 100.00 Feet, An Arc Length Of  
108.09 Feet, A Chord Bearing of South 74 Degrees 46 Minutes 26 Seconds East, A  
Chord Length of 102.90 Feet To A Point Of Tangency, Thence
7. South 43 Degrees 48 Minutes 31 Seconds East A Distance Of 99.61 Feet To A Point Of  
Curvature, Thence
8. Along A Curve To The Left Having A Radius Of 150.00 Feet, An Arc Length Of 28.57  
Feet, A Chord Bearing of South 49 Degrees 15 Minutes 57 Seconds East, A Chord  
Length of 28.53 Feet To The Point And Place Of Beginning

Containing 0.898 Acres Of Land

Subject To Any Covenants, Easements Or Restrictions That May Exist.  
This Description Written By Dykstra Engineering, Inc. On May 8, 2004 and Last Revised July 14, 2004.

**DYKSTRA ENGINEERING, INC.**

11 LAWRENCE ROAD  
NEWTON, NEW JERSEY 07860

DOUGLAS O. DYKSTRA  
PROFESSIONAL LAND SURVEYOR - NJ LIC. 34844  
PROFESSIONAL PLANNER - NJ LIC. 64844

PHONE # (973) 579-3177  
FAX # (973) 579-3771  
DYKSTRA@SPARTA.CORP.NET

**DESCRIPTION OF PROPERTY**

Situate In Sparta Township, Sussex County, NJ

Being Tax Lot 3, Block 35.08 As Shown On A Map Entitled "Final Plat - Sparta Business Campus - Tax Lots 3, 3.06, & 3.07, Block 35 - Tax Map Sheet 69 - Sparta Township, Sussex County, N.J." Said Plat Prepared By Dykstra Engineering, Inc., Dated 12-09-03 and Revised Through 07-14-04.  
Being More Particularly Described Below

Beginning At A Point On The Southerly Sideline Of Primrose Lane, Said Point Being Distant 1041.22 Feet From The Westerly End Of The Southerly Return Curve At The Intersection Of The Southerly Sideline Of Primrose Lane (50' Wide R.O.W.) And The Westerly Sideline Of N.J. State Highway Route 15 (66' Wide R.O.W.), And Running Thence

1. South 32 Degrees 39 Minutes 44 Seconds East A Distance Of 157.88 Feet To A Point, Thence
2. South 55 Degrees 00 Minutes 10 Seconds West A Distance Of 81.94 Feet To A Point, Thence
3. South 38 Degrees 18 Minutes 07 Seconds West A Distance Of 57.14 Feet To A Point, Thence
4. North 45 Degrees 16 Minutes 35 Seconds West A Distance Of 165.71 Feet To A Point, Thence
5. Along A Curve To The Right Having A Radius Of 825.00 Feet, An Arc Length Of 173.35 Feet, A Chord Bearing North 51 Degrees 19 Minutes 05 Seconds East, A Chord Length of 173.03 Feet To The Point And Place Of Beginning

Containing 0.570 Acres Of Land

Subject To Any Covenants, Easements Or Restrictions That May Exist.

This Description Written By Dykstra Engineering, Inc. On May 8, 2004 and Last Revised July 14, 2004.

**DYKSTRA ENGINEERING, INC.**

11 LAWRENCE ROAD  
NEWTON, NEW JERSEY 07860

DOUGLAS O. DYKSTRA  
PROFESSIONAL LAND SURVEYOR - NJ LIC. 3444  
PROFESSIONAL PLANNER - NJ LIC. 6488

PHONE 9 (973) 579-3177  
FAX 9 (973) 579-7777  
DYKSTRA@SPARTA.CSNEL.NET

**DESCRIPTION OF PROPERTY**

Situate In Sparta Township, Sussex County, NJ  
Being Tax Lot 4, Block 35.08 As Shown On A Map Entitled "Final Plat - Sparta Business Campus - Tax  
Lots 3, 3.06, & 3.07, Block 35 - Tax Map Sheet 69 - Sparta Township, Sussex County, N.J." Said Plat  
Prepared By Dykstra Engineering, Inc., Dated 12-09-03 and Revised Through 07-14-04.  
Being More Particularly Described Below

Beginning At A Point On The Southerly Sideline Of Primrose Lane, Said Point Being Distant 1214.57 Feet  
From The Westerly End Of The Southerly Return Curve At The Intersection Of The Southerly Sideline Of  
Primrose Lane (50' Wide R.O.W.) And The Westerly Sideline Of N.J. State Highway Route 15 (66' Wide  
R.O.W.), And Running Thence

1. South 45 Degrees 16 Minutes 35 Seconds East A Distance Of 165.71 Feet To A Point,  
Thence
2. South 38 Degrees 18 Minutes 07 Seconds West A Distance Of 129.37 Feet To A Point,  
Thence
3. North 55 Degrees 57 Minutes 19 Seconds West A Distance Of 169.10 Feet To A Point  
Of Non-Tangent Curvature, Thence
4. Along A Curve To The Right Having A Radius Of 825.00 Feet, An Arc Length Of  
160.76 Feet, A Chord Bearing of North 39 Degrees 42 Minutes 59 Seconds East, A  
Chord Length of 160.51 Feet To The Point And Place Of Beginning

Containing 0.564 Acres Of Land

Subject To Any Covenants, Easements Or Restrictions That May Exist.

This Description Written By Dykstra Engineering, Inc. On May 8, 2004 and Last Revised July 14, 2004.

**DYKSTRA ENGINEERING, INC.**

11 LAWRENCE ROAD  
NEWTON, NEW JERSEY 07860

DOUGLAS G. DYKSTRA  
PROFESSIONAL LAND SURVEYOR - NJ LIC 34844  
PROFESSIONAL PLANNER - NJ LIC 44898

PHONE 8 (973) 579-3177  
FAX 8 (973) 579-7777  
DYKSTRA@SPARTA.CSNET.NJ

**DESCRIPTION OF PROPERTY**

Situate In Sparta Township, Sussex County, NJ

Being Tax Lot 5, Block 35.08 As Shown On A Map Entitled "Final Plat - Sparta Business Campus - Tax Lots 3, 3.06, & 3.07, Block 35 - Tax Map Sheet 69 - Sparta Township, Sussex County, N.J." Said Plat Prepared By Dykstra Engineering, Inc., Dated 12-09-03 and Revised Through 07-14-04.  
Being More Particularly Described Below

Beginning At A Point On The Southerly Sideline Of Primrose Lane, Said Point Being Distant 1375.33 Feet From The Westerly End Of The Southerly Return Curve At The Intersection Of The Southerly Sideline Of Primrose Lane (50' Wide R.O.W.) And The Westerly Sideline Of N.J. State Highway Route 15 (66' Wide R.O.W.), And Running Thence

1. South 55 Degrees 57 Minutes 19 Seconds East A Distance Of 169.10 Feet To A Point, Thence
2. South 38 Degrees 18 Minutes 07 Seconds West A Distance Of 126.59 Feet To A Point, Thence
3. North 68 Degrees 16 Minutes 09 Seconds West A Distance Of 150.83 Feet To A Point, Thence
4. North 27 Degrees 44 Minutes 10 Seconds East A Distance Of 66.88 Feet To A Point Of Tangent Curvature Thence, Thence
5. Along A Curve To The Right Having A Radius Of 825.00 Feet, An Arc Length Of 92.12 Feet, A Chord Bearing of North 30 Degrees 56 Minutes 06 Seconds East, A Chord Length of 92.07 Feet To The Point And Place Of Beginning

Containing 0.523 Acres Of Land

Subject To Any Covenants, Easements Or Restrictions That May Exist.

This Description Written By Dykstra Engineering, Inc. On May 8, 2004 and Last Revised July 14, 2004.

**DYKSTRA ENGINEERING, INC.**

11 LAWRENCE ROAD  
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**DESCRIPTION OF PROPERTY**

Situate In Sparta Township, Sussex County, NJ

Being Tax Lot 6, Block 35.08 As Shown On A Map Entitled "Final Plat - Sparta Business Campus - Tax Lots 3, 3.06, & 3.07, Block 35 - Tax Map Sheet 69 - Sparta Township, Sussex County, N.J." Said Plat Prepared By Dykstra Engineering, Inc., Dated 12-09-03 and Revised Through 07-14-04.

Being More Particularly Described Below

Beginning At A Point On The Southerly Sideline Of Primrose Lane, Said Point Being Distant 1534.33 Feet From The Westerly End Of The Southerly Return Curve At The Intersection Of The Southerly Sideline Of Primrose Lane (50' Wide R.O.W.) And The Westerly Sideline Of N.J. State Highway Route 15 (66' Wide R.O.W.), And Running Thence

1. South 68 Degrees 16 Minutes 09 Seconds East A Distance Of 150.83 Feet To A Point, Thence
2. South 08 Degrees 28 Minutes 34 Seconds West A Distance Of 133.97 Feet To A Point, Thence
3. North 84 Degrees 22 Minutes 22 Seconds West A Distance Of 236.59 Feet To A Point, Thence
4. North 27 Degrees 44 Minutes 10 Seconds East A Distance Of 45.85 Feet To A Point Of Non-Tangent Curvature, Thence
5. Along A Curve To The Left Having A Radius Of 50.00 Feet, An Arc Length Of 120.59 Feet, A Chord Bearing of North 48 Degrees 38 Minutes 29 Seconds East, A Chord Length of 93.42 Feet To A Point Of Reverse Curvature, Thence
6. Along A Curve To The Right Having A Radius Of 25.00 Feet, An Arc Length Of 21.03 Feet, A Chord Bearing of North 03 Degrees 38 Minutes 29 Seconds East, A Chord Length of 20.41 Feet To A Point Of Tangency, Thence
7. North 27 Degrees 44 Minutes 10 Seconds East A Distance Of 47.99 Feet To The Point And Place Of Beginning

Containing 0.637 Acres Of Land

Subject To Any Covenants, Easements Or Restrictions That May Exist.

This Description Written By Dykstra Engineering, Inc. On May 8, 2004 and Last Revised July 14, 2004.

**DYKSTRA ENGINEERING, INC.**

11 LAWRENCE ROAD  
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PROFESSIONAL PLANNER - NJ LIC 64804

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DYKSTRA@SPARTA.CSNET.NET

**DESCRIPTION OF PROPERTY**

Situate In Sparta Township, Sussex County, NJ  
Being Tax Lot 7 Block 35.08 As Shown On A Map Entitled "Final Plat - Sparta Business Campus - Tax  
Lots 3, 3.06, & 3.07, Block 35 - Tax Map Sheet 69 - Sparta Township, Sussex County, N.J." Said Plat  
Prepared By Dykstra Engineering, Inc., Dated 12-09-03 and Revised Through 07-14-04.  
Being More Particularly Described Below

Beginning At A Point On The Northerly Sideline Of Primrose Lane, Said Point Being Distant 1610.20 Feet  
From The Westerly End Of The Northerly Return Curve At The Intersection Of The Northerly Sideline Of  
Primrose Lane (50' Wide R.O.W.) And The Westerly Sideline Of N.J. State Highway Route 15 (66' Wide  
R.O.W.), And Running Thence

1. Along A Curve To The Right Having A Radius Of 25.00 Feet, An Arc Length Of 20.47  
Feet, A Chord Bearing of South 52 Degrees 27 Minutes 56 Seconds West, A Chord  
Length of 19.91 Feet To A Point Of Reverse curvature, Thence
2. Along A Curve To The Left Having A Radius Of 50.00 Feet, An Arc Length Of 120.60  
Feet, A Chord Bearing of South 06 Degrees 49 Minutes 52 Seconds West, A Chord  
Length of 93.42 Feet To A Point of Non-Tangency, Thence
3. South 27 Degrees 44 Minutes 10 Seconds West A Distance Of 45.85 Feet To A Point,  
Thence
4. North 84 Degrees 22 Minutes 22 Seconds West A Distance Of 250.56 Feet To A Point,  
Thence
5. North 35 Degrees 46 Minutes 55 Seconds East A Distance Of 245.79 Feet To A Point,  
Thence
6. South 62 Degrees 58 Minutes 16 Seconds East A Distance Of 172.75 Feet To The Point  
And Place Of Beginning

Containing 0.860 Acres Of Land

Subject To Any Covenants, Easements Or Restrictions That May Exist

This Description Written By Dykstra Engineering, Inc. On May 8, 2004 and Last Revised July 14, 2004.



## DYKSTRA ENGINEERING, INC.

11 LAWRENCE ROAD  
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PROFESSIONAL PLANNER - NJ LIC#606

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DYKSTRA@SPARTA.CSNET.NET

### DESCRIPTION OF PROPERTY

Situate In Sparta Township, Sussex County, NJ

Being Tax Lot 8 Block 35.08 As Shown On A Map Entitled "Final Plat - Sparta Business Campus - Tax Lots 3, 3.06, & 3.07, Block 35 - Tax Map Sheet 69 - Sparta Township, Sussex County, N.J." Said Plat Prepared By Dykstra Engineering, Inc., Dated 12-09-03 and Revised Through 07-14-04.

Being More Particularly Described Below

Beginning At A Point On The Northerly Sideline Of Primrose Lane, Said Point Being Distant 1471.22 Feet From The Westerly End Of The Northerly Return Curve At The Intersection Of The Northerly Sideline Of Primrose Lane (50' Wide R.O.W.) And The Westerly Sideline Of N.J. State Highway Route 15 (66' Wide R.O.W.), And Running Thence

1. Along A Curve To The Left Having A Radius Of 875.00 Feet, An Arc Length Of 23.55 Feet, A Chord Bearing of North 28 Degrees 22 Minutes 15 Seconds East, A Chord Length of 0.55 Feet To A Point Of Tangency, Thence
2. South 27 Degrees 44 Minutes 10 Seconds West A Distance Of 114.87 Feet To A Point Of Curvature, Thence
3. Along A Curve To The Right Having A Radius Of 25.00 Feet, An Arc Length Of 0.56 Feet, A Chord Bearing of North 52 Degrees 27 Minutes 56 Seconds East, A Chord Length of 19.91 Feet To A Point Of Non-Tangency, Thence
4. North 62 Degrees 58 Minutes 16 Seconds West A Distance Of 172.75 Feet To A Point, Thence
5. North 35 Degrees 46 Minutes 55 Seconds East A Distance Of 146.96 Feet To A Point, Thence
6. South 60 Degrees 36 Minutes 31 Seconds East A Distance Of 152.55 Feet To The Point And Place Of Beginning

Containing 0.531 Acres Of Land

Subject To Any Covenants, Easements Or Restrictions That May Exist

This Description Written By Dykstra Engineering, Inc. On May 8, 2004 and Last Revised July 14, 2004.

## DYKSTRA ENGINEERING, INC.

11 LAWRENCE ROAD  
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PROFESSIONAL PLANNER - NJ LIC 44888

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### DESCRIPTION OF PROPERTY

Situate In Sparta Township, Sussex County, NJ

Being Tax Lot 9 Block 35.08 As Shown On A Map Entitled "Final Plat - Sparta Business Campus - Tax Lots 3, 3.06, & 3.07, Block 35 - Tax Map Sheet 69 - Sparta Township, Sussex County, N.J." Said Plat Prepared By Dykstra Engineering, Inc., Dated 12-09-03 and Revised Through 07-14-04.  
Being More Particularly Described Below

Beginning At A Point On The Northerly Sideline Of Primrose Lane, Said Point Being Distant 1334.04 Feet From The Westerly End Of The Northerly Return Curve At The Intersection Of The Northerly Sideline Of Primrose Lane (50' Wide R.O.W.) And The Westerly Sideline Of N.J. State Highway Route 15 (66' Wide R.O.W.), And Running Thence

1. Along A Curve To The Left With A Radius Of 875.00 Feet And An Arc Length Of 137.18 Feet, A Chord Bearing of South 33 Degrees 46 Minutes 11 Seconds West, A Chord Length of 137.04 Feet To A Point Of Non-Tangency, Thence
2. North 60 Degrees 36 Minutes 31 Seconds West A Distance Of 152.55 Feet To A Point, Thence
3. North 35 Degrees 46 Minutes 55 Seconds East A Distance Of 159.96 Feet To A Point, Thence
4. South 51 Degrees 51 Minutes 53 Seconds East A Distance Of 146.91 Feet To The Point And Place Of Beginning

Containing 0.503 Acres Of Land

Subject To Any Covenants, Easements Or Restrictions That May Exist.

This Description Written By Dykstra Engineering, Inc. On May 8, 2004 and Last Revised July 14, 2004.

**DYKSTRA ENGINEERING, INC.**

11 LAWRENCE ROAD  
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PROFESSIONAL PLANNER - NJ LIC 84966

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DYKSTRA@SPARTA.CSNET.NET

**DESCRIPTION OF PROPERTY**

Situate In Sparta Township, Sussex County, NJ

Being Tax Lot 10 Block 35.08 As Shown On A Map Entitled "Final Plat - Sparta Business Campus - Tax Lots 3, 3.06, & 3.07, Block 35 - Tax Map Sheet 69 - Sparta Township, Sussex County, N.J." Said Plat Prepared By Dykstra Engineering, Inc., Dated 12-09-03 and Revised Through 07-14-04.

Being More Particularly Described Below

Beginning At A Point On The Northerly Sideline Of Primrose Lane, Said Point Being Distant 1197.72 Feet From The Westerly End Of The Northerly Return Curve At The Intersection Of The Northerly Sideline Of Primrose Lane (50' Wide R.O.W.) And The Westerly Sideline Of N.J. State Highway Route 15 (66' Wide R.O.W.), And Running Thence

1. Along A Curve To The Left Having A Radius Of 875.00 Feet, An Arc Length Of 136.32 Feet, A Chord Bearing of South 42 Degrees 43 Minutes 27 Seconds West, A Chord Length of 136.18 Feet To A Point of Non-Tangency, Thence
2. North 51 Degrees 51 Minutes 53 Seconds West A Distance Of 146.91 Feet To A Point, Thence
3. North 35 Degrees 46 Minutes 55 Seconds East A Distance Of 46.90 Feet To A Point, Thence
4. North 46 Degrees 11 Minutes 38 Seconds East A Distance Of 112.86 Feet To A Point, Thence
5. South 42 Degrees 50 Minutes 19 Seconds East A Distance Of 145.72 Feet To The Point And Place Of Beginning

Containing 0.500 Acres Of Land

Subject To Any Covenants, Easements Or Restrictions That May Exist.

This Description Written By Dykstra Engineering, Inc. On May 8, 2004 and Last Revised July 14, 2004.

## DYKSTRA ENGINEERING, INC.

11 LAWRENCE ROAD  
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DOUGLAS O. DYKSTRA  
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### DESCRIPTION OF PROPERTY

Situate In Sparta Township, Sussex County, NJ

Being Tax Lot 11 Block 35.08 As Shown On A Map Entitled "Final Plat - Sparta Business Campus - Tax Lots 3, 3.06, & 3.07, Block 35 - Tax Map Sheet 69 - Sparta Township, Sussex County, N.J." Said Plat Prepared By Dykstra Engineering, Inc., Dated 12-09-03 and Revised Through 07-14-04.  
Being More Particularly Described Below

Beginning At A Point On The Northerly Sideline Of Primrose Lane, Said Point Being Distant 1063.63 Feet From The Westerly End Of The Northerly Return Curve At The Intersection Of The Northerly Sideline Of Primrose Lane (50' Wide R.O.W.) And The Westerly Sideline Of N.J. State Highway Route 15 (66' Wide R.O.W.), And Running Thence

1. Along A Curve To The Left With A Radius Of 875.00 Feet And An Arc Length of 134.09 Feet, A Chord Bearing of South 51 Degrees 34 Minutes 39 Seconds West, A Chord Length of 133.96 Feet To A Point Of Non-Tangency, Thence
2. North 42 Degrees 50 Minutes 19 Seconds West A Distance Of 145.72 Feet To A Point, Thence
3. North 46 Degrees 11 Minutes 38 Seconds East A Distance Of 77.60 Feet To A Point, Thence
4. North 50 Degrees 49 Minutes 27 Seconds East A Distance Of 75.48 Feet To A Point, Thence
5. South 35 Degrees 36 Minutes 28 Seconds East A Distance Of 153.74 Feet To The Point And Place Of Beginning

Containing 0.492 Acres Of Land

Subject To Any Covenants, Easements Or Restrictions That May Exist.

This Description Written By Dykstra Engineering, Inc. On May 8, 2004 and Last Revised July 14, 2004.

**DYKSTRA ENGINEERING, INC.**

11 LAWRENCE ROAD  
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PROFESSIONAL PLANNER - NJ LIC. 44446

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DYKSTRA@SPARTA.CSNET.NET

**DESCRIPTION OF PROPERTY**

Situate In Sparta Township, Sussex County, NJ

Being Tax Lot 12 Block 35.08 As Shown On A Map Entitled "Final Plat - Sparta Business Campus - Tax Lots 3, 3.06, & 3.07, Block 35 - Tax Map Sheet 69 - Sparta Township, Sussex County, N.J." Said Plat Prepared By Dykstra Engineering, Inc., Dated 12-09-03 And Revised Through 07-14-04.

Being More Particularly Described Below

Beginning At A Point On The Northerly Sideline Of Primrose Lane, Said Point Being Distant 932.36 Feet From The Westerly End Of The Northerly Return Curve At The Intersection Of The Northerly Sideline Of Primrose Lane (50' Wide R.O.W.) And The Westerly Sideline Of N.J. State Highway Route 15 (66' Wide R.O.W.), And Running Thence

1. South 63 Degrees 07 Minutes 56 Seconds West A Distance Of 21.85 Feet To A Point Of Curvature, Thence
2. Along A Curve To The Left Having A Radius Of 875.00 Feet, An Arc Length Of 109.42 Feet, A Chord Bearing of South 59 Degrees 33 Minutes 00 Seconds West, A Chord Length of 109.34 Feet To A Point Of Non-Tangency, Thence
3. North 35 Degrees 36 Minutes 28 Seconds West A Distance Of 153.74 Feet To A Point, Thence
4. North 50 Degrees 49 Minutes 27 Seconds East A Distance Of 152.92 Feet To A Point, Thence
5. South 28 Degrees 27 Minutes 32 Seconds East A Distance Of 177.79 Feet To The Point And Place Of Beginning

Containing 0.532 Acres Of Land

Subject To Any Covenants, Easements Or Restrictions That May Exist

This Description Written By Dykstra Engineering, Inc. On May 8, 2004 and Last Revised July 14, 2004.

**DYKSTRA ENGINEERING, INC.**

11 LAWRENCE ROAD  
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PROFESSIONAL PLANNER - NJ LIC#4846

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**DESCRIPTION OF PROPERTY**

Situate In Sparta Township, Sussex County, NJ

Being Tax Lot 13 Block 35.08 As Shown On A Map Entitled "Final Plat - Sparta Business Campus - Tax Lots 3, 3.06, & 3.07, Block 35 - Tax Map Sheet 69 - Sparta Township, Sussex County, N.J." Said Plat Prepared By Dykstra Engineering, Inc., Dated 12-09-03.

Being More Particularly Described Below

Beginning At A Point On The Northerly Sideline Of Primrose Lane, Said Point Being Distant 798.51 Feet From The Westerly End Of The Northerly Return Curve At The Intersection Of The Northerly Sideline Of Primrose Lane (50' Wide R.O.W.) And The Westerly Sideline Of N.J. State Highway Route 15 (66' Wide R.O.W.), And Running Thence

1. Along A Curve To The Left Having A Radius Of 225.00 Feet, An Arc Length Of 42.82 Feet, A Chord Bearing of South 68 Degrees 35 Minutes 02 Seconds West, A Chord Length of 42.75 Feet To A Point Of Tangency, Thence
2. South 63 Degrees 07 Minutes 56 Seconds West A Distance Of 91.03 Feet To A Point, Thence
3. North 28 Degrees 27 Minutes 32 Seconds West A Distance Of 177.79 Feet To A Point, Thence
4. North 64 Degrees 29 Minutes 59 Seconds East A Distance Of 152.61 Feet To A Point, Thence
5. South 22 Degrees 21 Minutes 34 Seconds East A Distance Of 178.70 Feet To The Point And Place Of Beginning

Containing 0.580 Acres Of Land

Subject To Any Covenants, Easements Or Restrictions That May Exist.

This Description Written By Dykstra Engineering, Inc. On May 8, 2004.

**DYKSTRA ENGINEERING, INC.**11 LAWRENCE ROAD  
NEWTON, NEW JERSEY 07860DOUGLAS O. DYKSTRA  
PROFESSIONAL LAND SURVEYOR - NJ LIC#4846  
PROFESSIONAL PLANNER - NJ LIC#6888PHONE # (973) 579-1177  
FAX # (973) 579-7777  
DYKSTRA@SPARTA.CS.NET**DESCRIPTION OF PROPERTY**

Situate In Sparta Township, Sussex County, NJ

Being Tax Lot 14 Block 35.08 As Shown On A Map Entitled "Final Plat - Sparta Business Campus - Tax Lots 3, 3.06, &amp; 3.07, Block 35 - Tax Map Sheet 69 - Sparta Township, Sussex County, N.J." Said Plat Prepared By Dykstra Engineering, Inc., Dated 12-09-03.

Being More Particularly Described Below

Beginning At A Point On The Northerly Sideline Of Primrose Lane, Said Point Being Distant 673.71 Feet From The Westerly End Of The Northerly Return Curve At The Intersection Of The Northerly Sideline Of Primrose Lane (50' Wide R.O.W.) And The Westerly Sideline Of N.J. State Highway Route 15 (66' Wide R.O.W.), And Running Thence

1. Along A Curve To The Left Having A Radius Of 150.00 Feet, An Arc Length Of 15.30 Feet, A Chord Bearing of South 77 Degrees 11 Minutes 06 Seconds West, A Chord Length of 15.30 Feet To A Point Of Tangency, Thence
2. South 74 Degrees 15 Minutes 40 Seconds West A Distance Of 108.62 Feet To A Point Of Curvature, Thence
3. Along A Curve To The Left Having A Radius Of 225.00 Feet, An Arc Length Of 0.88 Feet, A Chord Bearing of South 74 Degrees 08 Minutes 54 Seconds West, A Chord Length of 0.89 Feet To A Point Of Non-Tangency, Thence
4. North 22 Degrees 21 Minutes 34 Seconds West A Distance Of 178.70 Feet To A Point, Thence
5. North 33 Degrees 19 Minutes 34 Seconds East A Distance Of 198.37 Feet To A Point, Thence
6. South 22 Degrees 37 Minutes 32 Seconds East A Distance Of 151.94 Feet To A Point, Thence
7. South 07 Degrees 32 Minutes 18 Seconds East A Distance Of 159.03 Feet To The Point And Place Of Beginning

Containing 0.849 Acres Of Land

Subject To Any Covenants, Easements Or Restrictions That May Exist.

This Description Written By Dykstra Engineering, Inc. On May 8, 2004.

**DYKSTRA ENGINEERING, INC.**

11 LAWRENCE ROAD  
NEWTON, NEW JERSEY 07860

DOUGLAS O. DYKSTRA  
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PROFESSIONAL PLANNER - NJ LIC 04888

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**DESCRIPTION OF PROPERTY**

Situate In Sparta Township, Sussex County, NJ

Being Tax Lot 15 Block 35.08 As Shown On A Map Entitled "Final Plat - Sparta Business Campus - Tax Lots 3, 3.06, & 3.07, Block 35 - Tax Map Sheet 69 - Sparta Township, Sussex County, N.J." Said Plat Prepared By Dykstra Engineering, Inc., Dated 12-09-03.

Being More Particularly Described Below

Beginning At A Point On The Northerly Sideline Of Primrose Lane, Said Point Being Distant 591.71 Feet From The Westerly End Of The Northerly Return Curve At The Intersection Of The Northerly Sideline Of Primrose Lane (50' Wide R.O.W.) And The Westerly Sideline Of N.J. State Highway Route 15 (66' Wide R.O.W.), And Running Thence

1. Along A Curve To The Left Having A Radius Of 150.00 Feet, An Arc Length Of 82.00 Feet, A Chord Bearing of North 84 Degrees 13 Minutes 51 Seconds West, A Chord Length of 80.98 Feet To A Point Of Non-Tangency, Thence
2. North 07 Degrees 32 Minutes 18 Seconds West A Distance Of 159.03 Feet To A Point, Thence
3. North 22 Degrees 37 Minutes 32 Seconds West A Distance Of 151.94 Feet To A Point, Thence
4. North 33 Degrees 19 Minutes 34 Seconds East A Distance Of 104.17 Feet To A Point, Thence
5. South 26 Degrees 01 Minutes 42 Seconds East A Distance Of 324.63 Feet To A Point, Thence
6. South 21 Degrees 25 Minutes 46 Seconds West A Distance Of 108.92 Feet To The Point And Place Of Beginning

Containing 0.849 Acres Of Land

Subject To Any Covenants, Easements Or Restrictions That May Exist.  
This Description Written By Dykstra Engineering, Inc. On May 8, 2004.



**DYKSTRA ENGINEERING, INC.**

11 LAWRENCE ROAD  
NEWTON, NEW JERSEY 07860

DOUGLAS O. DYKSTRA  
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PROFESSIONAL PLANNER - NJ LIC 64498

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FAX # (973) 379-1777  
DYKSTRA@SPARTA.CORP.NET

**DESCRIPTION OF PROPERTY**

Situate In Sparta Township, Sussex County, NJ

Being Tax Lot 17, Block 35.08 As Shown On A Map Entitled "Final Plat - Sparta Business Campus - Tax Lots 3, 3.06, & 3.07, Block 35 - Tax Map Sheet 69 - Sparta Township, Sussex County, N.J." Said Plat Prepared By Dykstra Engineering, Inc., Dated 12-09-03.

Being More Particularly Described Below

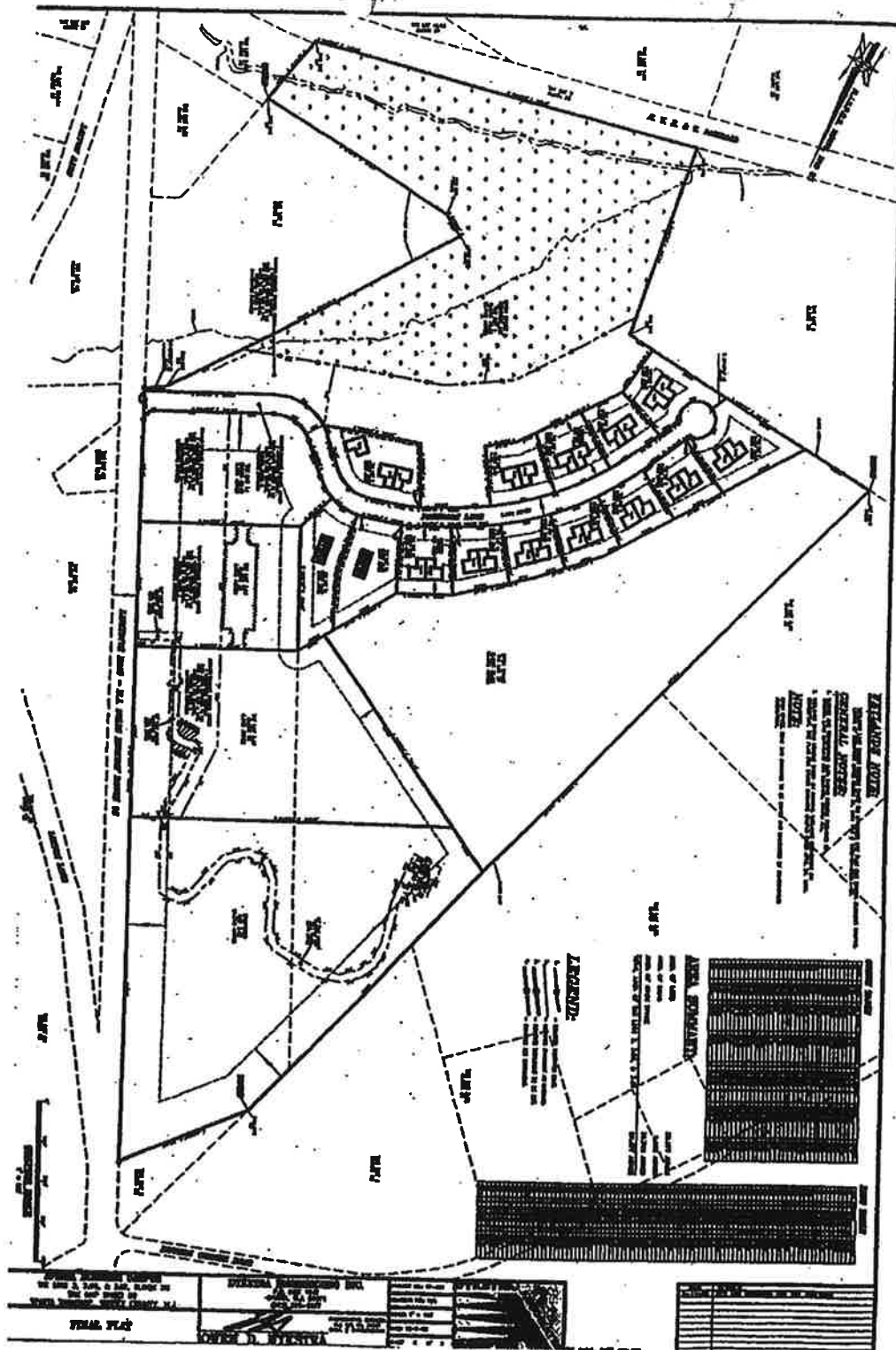
Beginning At A Point On The Common Lot Corner Of Tax Lots 7 And 17, Block 35.08, Said Point Being On The Lot Line Of Tax Lot 6, Block 35, And Running Thence

1. North 84 Degrees 22 Minutes 22 Seconds West A Distance Of 198.23 Feet To A Point, Thence
2. North 18 Degrees 52 Minutes 33 Seconds East A Distance Of 1422.92 Feet To A Point, Thence
3. South 62 Degrees 03 Minutes 12 Seconds East A Distance Of 749.67 Feet To A Point, Thence
4. South 33 Degrees 19 Minutes 34 Seconds West A Distance Of 222.89 Feet To A Point, Thence
5. South 64 Degrees 29 Minutes 59 Seconds West A Distance Of 152.61 Feet To A Point, Thence
6. South 50 Degrees 49 Minutes 27 Seconds West A Distance Of 228.40 Feet To A Point, Thence
7. South 46 Degrees 11 Minutes 38 Seconds West A Distance Of 190.46 Feet To A Point, Thence
8. South 35 Degrees 46 Minutes 55 Seconds West A Distance Of 599.61 Feet To The Point And Place Of Beginning

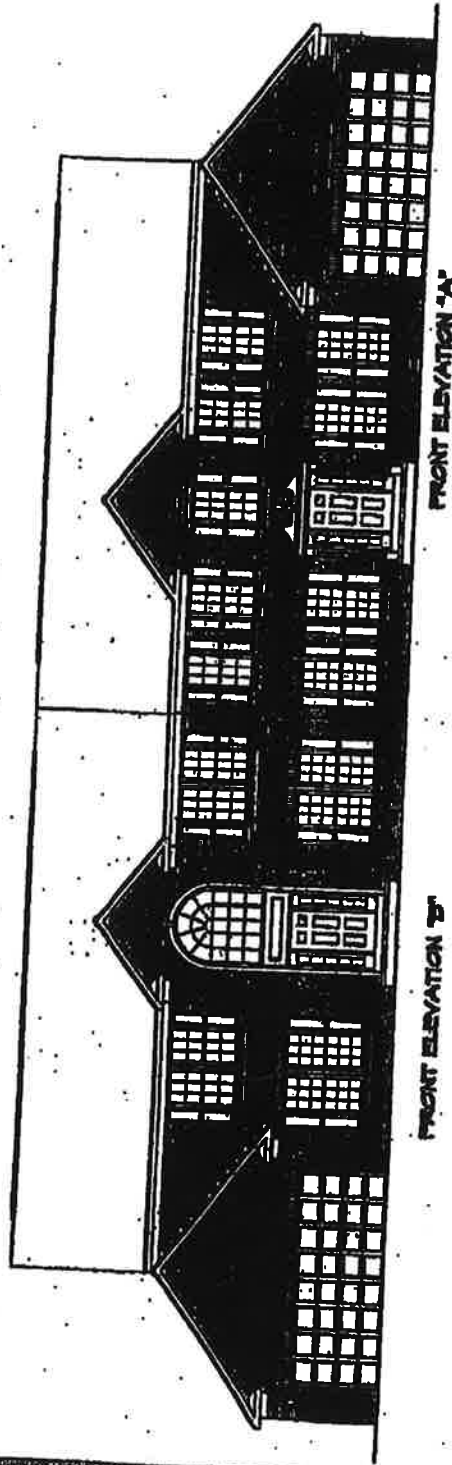
Containing 13.758 Acres Of Land

Subject To Any Covenants, Easements Or Restrictions That May Exist.  
This Description Written By Dykstra Engineering, Inc. On May 8, 2004.

**Exhibit "B"**  
**Plan**



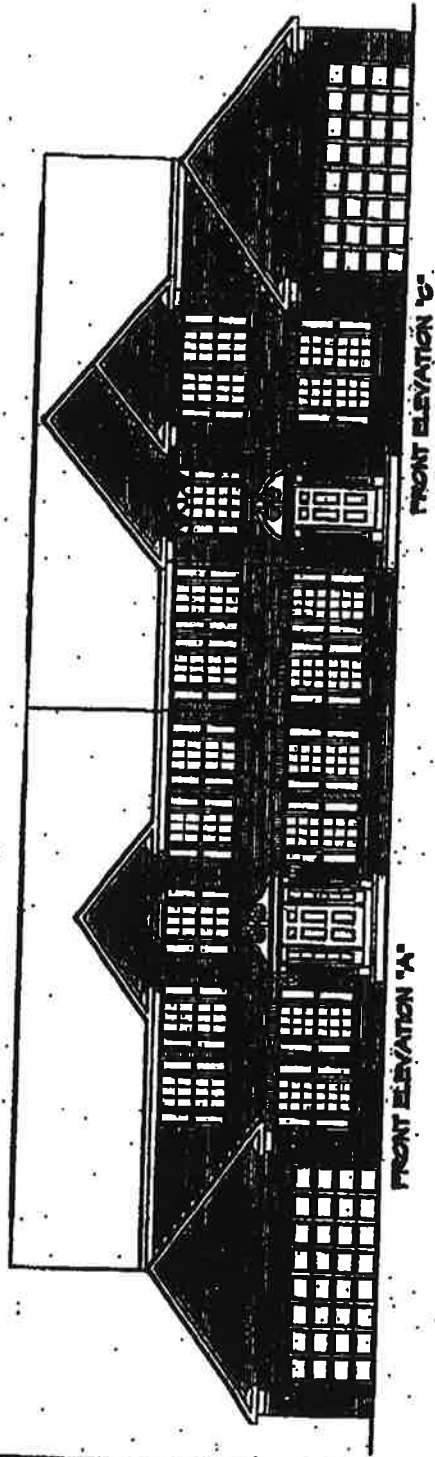
**Exhibit "C"**  
**Unit Plans**



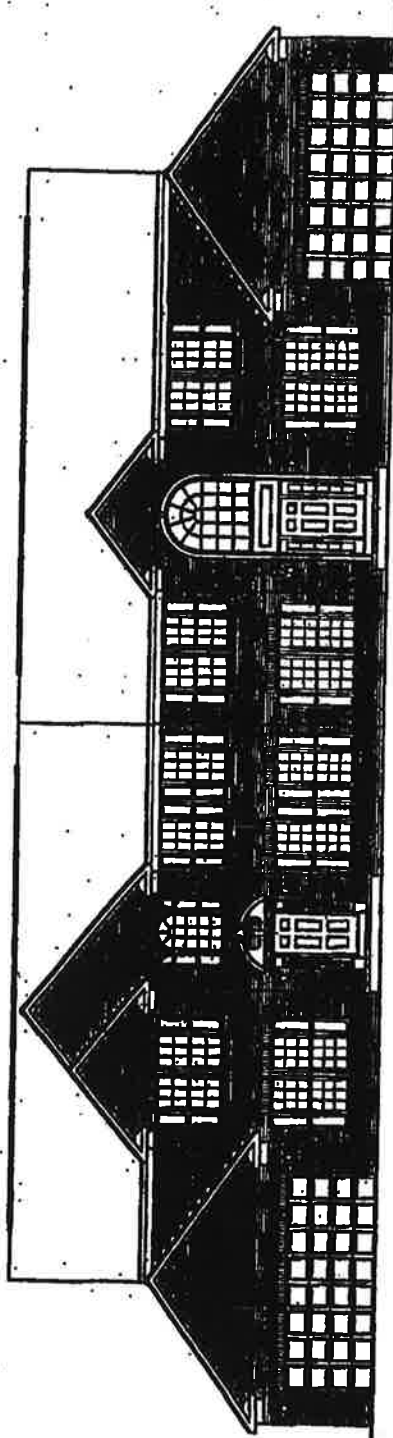
FRONT ELEVATION "A"

FRONT ELEVATION "B"

JEFFERSON



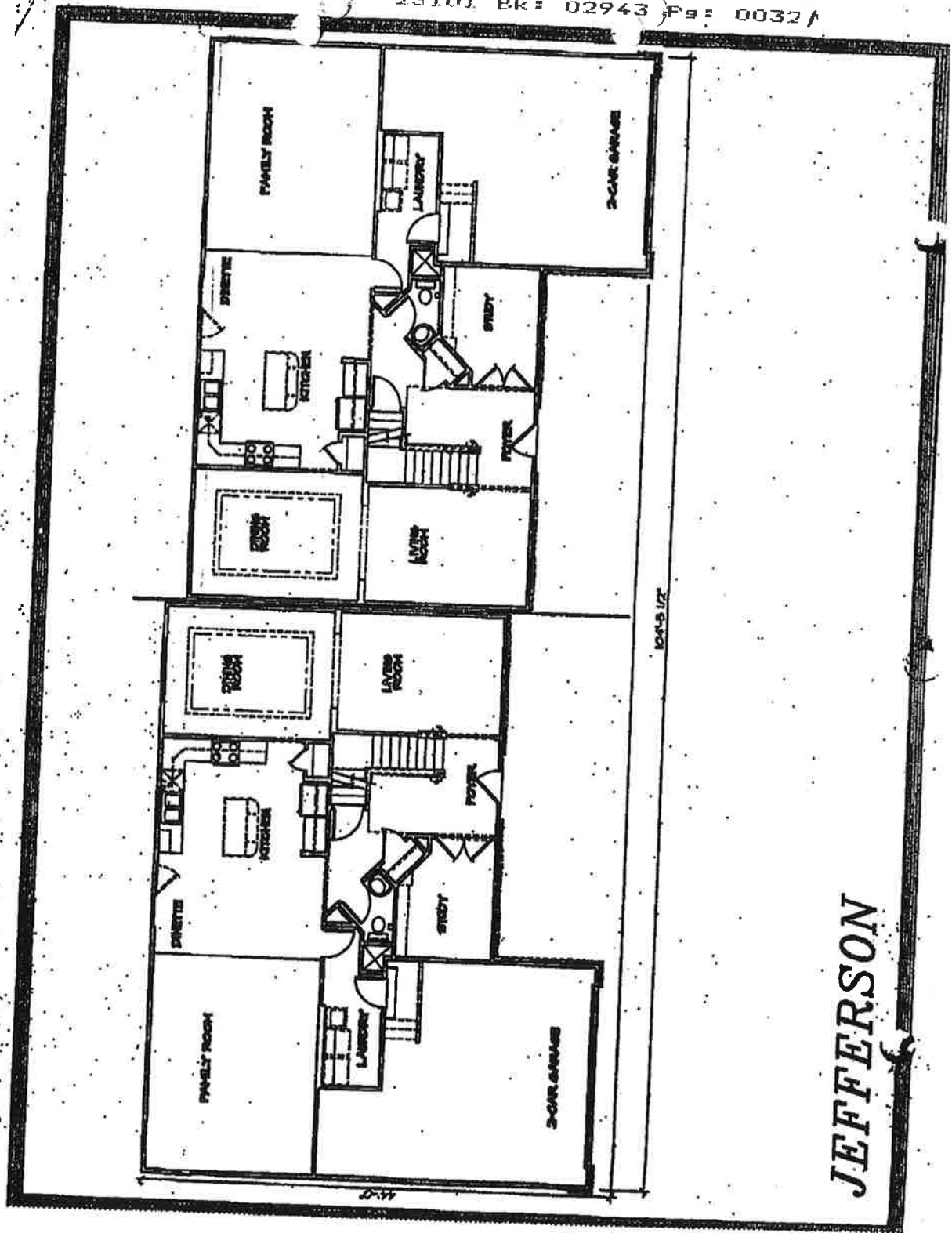
JEFFERSON



FRONT ELEVATION 'B'

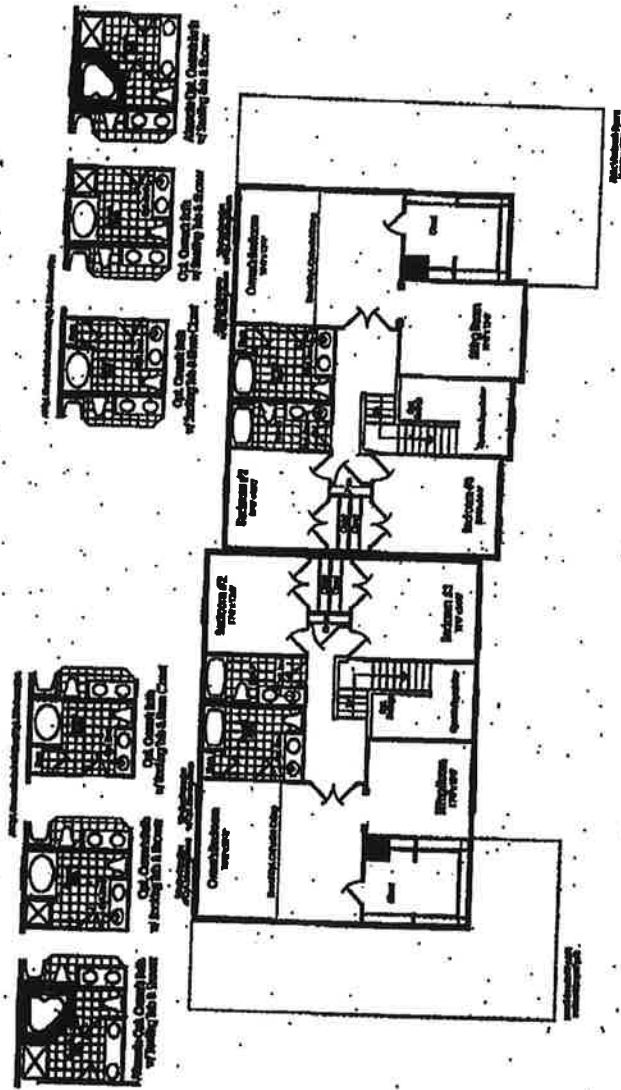
FRONT ELEVATION 'B'

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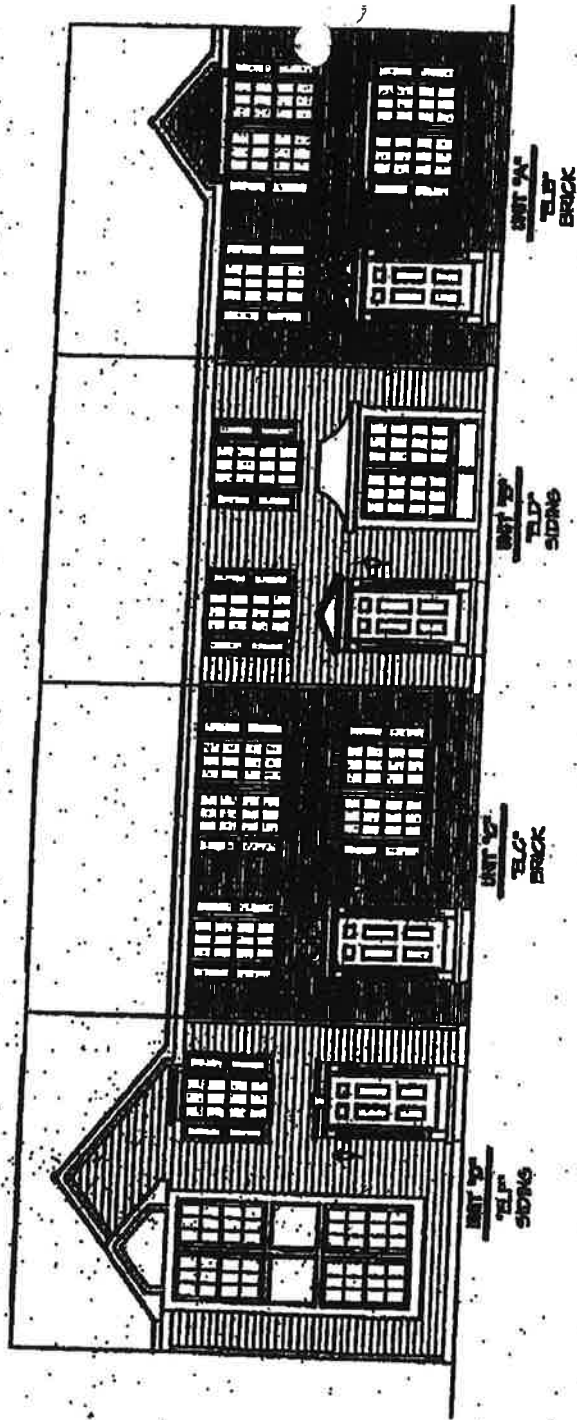




# THE JEFFERSON



UPPER LEVEL  
ELEVATION A&C

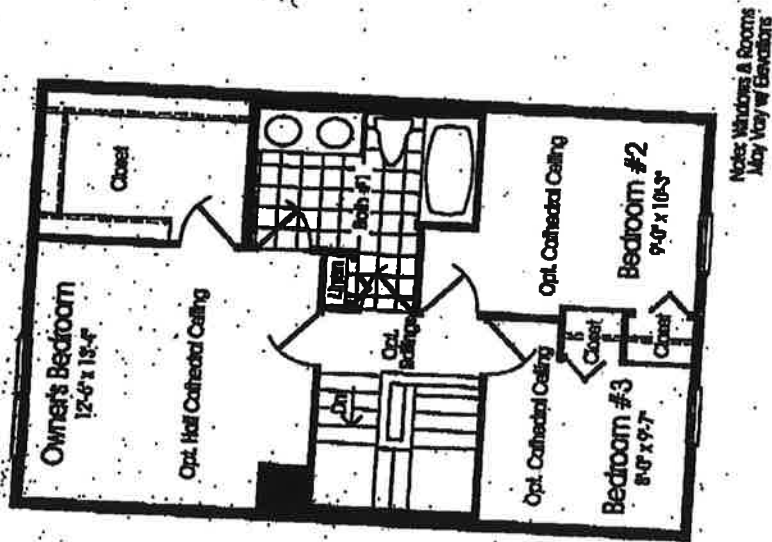
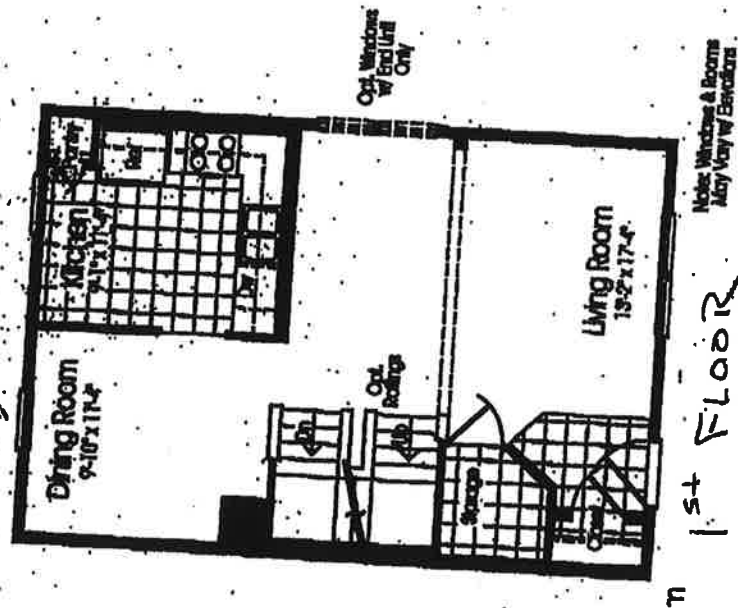


# 4-UNIT LEVEL ENTRY BUILDING

SCALE 1/8" = 1'-0"

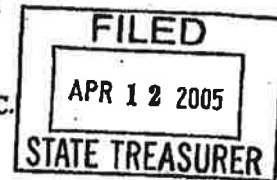
OPTION 17A

00323



**Exhibit "D"**  
**Certificate of Incorporation of**  
**Spartan Meadows Condominium Association, Inc.**

**CERTIFICATE OF INCORPORATION  
OF  
SPARTAN MEADOWS CONDOMINIUM ASSOCIATION, INC.**



TO: The Secretary of State  
State of New Jersey

Pursuant to the provisions of Section 15A:2-8 of the New Jersey Nonprofit Corporation Act, the undersigned corporation executes and delivers for filing this Certificate of Incorporation.

**ARTICLE I  
NAME AND ADDRESS**

Section 1. The name of this corporation shall be Spartan Meadows Condominium Association, Inc., hereinafter referred to as the Corporation, whose address shall be 1451 Highway 34, Suite 201, Farmingdale, New Jersey 07727.

Section 2. The initial address of the Corporation's registered office is One Centennial Square, Haddonfield, New Jersey 08033 and the name of the Corporation's registered agent at such address is AGH&R Service Company.

**ARTICLE II  
PURPOSE**

Section 1. The purpose for which the Corporation is organized is to own, maintain, manage, preserve, administer and operate any common elements on all or a portion of the lands in the Township of Sparta, County of Sussex, New Jersey known as, "Spartan Meadows, a Condominium". In furtherance of and in addition to the foregoing purposes, the Corporation shall have unlimited power to engage in and to do any lawful act concerning any of all lawful business for which corporations may be incorporated under the New Jersey Nonprofit Corporation Act.

**ARTICLE III  
MEMBERSHIP**

Section 1. The Corporation shall have members, the rights and benefits of which are as set forth in the bylaws.

1537698  
2908208

0100943712

#### ARTICLE IV DIRECTORS AND OFFICERS

- Section 1. The affairs of the Corporation shall be managed by a Board of Trustees, which shall initially consist of three (3) trustees. The exact number of trustees shall be the number from time to time fixed by a resolution of a majority of the Board. The method of election shall be as set forth in the Bylaws.
- Section 2. The number of trustees constituting the current Board is three (3), and the names and addresses of the persons who are currently serving as such trustees are listed on Exhibit A hereto.
- Section 3. The Corporation shall have such officers, who shall be appointed by the Board of Trustees in such manner, as is set forth in the Corporation's Bylaws.

#### ARTICLE V LIMITATION ON ACTIVITIES

- Section 1. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributed to its members, trustees, officers, directors or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for the services rendered.

#### ARTICLE VI DURATION AND DISSOLUTION

- Section 1. The duration of the Corporation shall be perpetual.
- Section 2. Upon dissolution of the Corporation, the distribution of the assets of the Corporation shall be as set forth in the bylaws of the Corporation.

#### ARTICLE VII LIMITATION OF LIABILITY

- Section 1. To the fullest extent that the laws of the State of New Jersey, as they exist or may hereafter be amended, permit the limitation or elimination of the liability of trustees and officers, a trustee or officer of the Corporation shall not be personally liable to the Corporation for damages for breach of any duty owed to the Corporation, except for breaches of duty based upon an act or omission (i) in breach of such person's duty of loyalty to the Corporation, (ii) not in good faith or involving a knowing violation of a law, or (iii) resulting in receipt by such person of an improper personal benefit. Any repeal or modification of this Article shall not adversely affect any right or protection of such person existing at the time of such repeal or modification.

**ARTICLE VIII  
INCORPORATORS**

**Section 1.** The name and address of the incorporator is as follows:

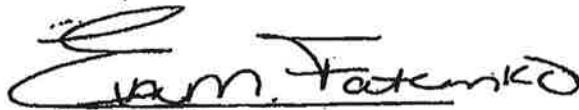
**Name**

**Address**

Eva M. Fatenko, Esq.

c/o Archer & Greiner, P.C.  
One Centennial Square  
Haddonfield, New Jersey 08033

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Incorporation  
this 12<sup>th</sup> day of April, 2005.

  
Eva M. Fatenko

04-12-05

11:44am

From: Archer & G. Miller

Apr 12 2005 11:48

856-785-0574

T-170 P 807/007 F-827

23101 Bk: 02943 Pg: 00329

**EXHIBIT A**

**Initial Board of Trustees**

<u>Name</u>	<u>Address</u>
Eva M. Fatenko	One Centennial Square Haddonfield, New Jersey 08033
Michael F. Floyd	One Centennial Square Haddonfield, New Jersey 08033
Barbara Miller Baum	One Centennial Square Haddonfield, New Jersey 08033

1441203-1



**Exhibit "E"**  
**By-Laws of Spartan Meadows Condominium Association, Inc.**

**BY-LAWS  
OF  
SPARTAN MEADOWS CONDOMINIUM ASSOCIATION, INC.  
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**BY-LAWS**  
**OF**  
**SPARTAN MEADOWS CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE I**  
**NATURE OF BY-LAWS**

**1.01. Nature of By-Laws.** These By-Laws are intended to govern the administration of Spartan Meadows Condominium Association, Inc. (the "Condominium Association"), a nonprofit corporation organized under Title 15A of the Statutes of New Jersey, and the management, administration, utilization and maintenance of the Common Elements described in the Master Deed of Spartan Meadows, a Condominium (the "Condominium").

**1.02. Definitions.** Unless the context clearly indicates otherwise, all capitalized terms shall have the meaning set forth in the Master Deed, and all definitions set forth in the Master Deed are incorporated herein by reference.

**1.03. Fiscal Year.** The fiscal year of the corporation shall be the calendar year.

**1.04. Principal Office.** The principal office of the Condominium Association is located at 1451 Route 34, Suite 201, Wall, New Jersey 07727, or as otherwise designated by the Board of Directors.

**ARTICLE II**  
**MEMBERSHIP AND VOTING RIGHTS**

**2.01. Membership.** Every person, firm, association, corporation or other legal entity who is a record Owner or Co-Owner of the title to any Unit shall be a Member of the Condominium Association; provided, however, that any person, firm, association, corporation or legal entity who holds such title or interest to a Unit merely as security for the performance of an obligation (including but not limited to mortgagees or Directors under deeds of trust) shall not be a Member of the Condominium Association. The Sponsor and the Builder shall each have one (1) membership and one (1) vote in the Condominium Association for each Unit, completed or prospective, which has not been conveyed to a purchaser.

**2.02. Tenants or Other Occupants of Units.** Every person who is entitled to possession and occupancy of a Unit as a tenant or other occupant of a Unit Owner shall be permitted to enjoy the Common Elements but shall not be entitled to any vote with respect to matters of the Condominium Association.

**2.03. Change in Membership.** Upon transfer of title to a Unit, the membership of the transferring Owner shall automatically terminate and shall be transferred and inure to the benefit of the new Owner succeeding him or her in interest. However, such new Owner shall not be

entitled to vote in matters of the Condominium Association, or to act as Director, Officer or committee member of the Condominium Association until such time as (i) he or she has delivered to the Secretary proof that title ownership of a Unit has been transferred to him or her, and (ii) he or she has paid the required membership fees and contribution to capital.

**2.04. Rights of Membership.** Every Member residing within the Condominium shall be privileged to use and enjoy the Common Elements, subject, however, to the terms of the Master Deed and the right of the Condominium Association to:

- (a) Promulgate Rules and Regulations governing such use and enjoyment;
- (b) Suspend the use and enjoyment of all or any portion of the Common Elements as provided in Section 2.05 of this Article II; and
- (c) Transfer, grant or obtain easements, licenses or other property rights with respect to the Common Elements as provided in Section 6.01(m) hereof.

**2.05. Suspension of Rights.** Membership, voting rights and use of all or any portion of the Common Elements by a Member or his or her tenants or other occupants may be suspended by the Board for any period during which any assessment against the Unit to which his or her membership is appurtenant remains unpaid. However, upon payment of any such assessments, together with any interest and other costs accrued thereon, by money order or certified check, his or her rights and privileges shall be immediately and automatically restored. Membership, voting rights and use of all or any portion of the Common Elements by a Member or his or her tenants or other occupants may also be suspended at the discretion of the Board for a period not to exceed thirty (30) days for any single violation of the Governing Documents; however, if the violation is of a continuing nature, such rights and privileges may be suspended indefinitely until such time as the violation is abated. No such action shall be taken by the Board until such Member is given at least ten (10) days written notice and is afforded an opportunity for a hearing before the Board.

**2.06. Contribution to Working Capital.** To the extent required by Section 7.09 of the Master Deed, at the time an Owner acquires title to a Unit from the Sponsor or Builder or any other Owner (i.e., on a resale of a Unit), he or she shall be obligated to pay to the Association a nonrefundable, one-time contribution to the working capital of the Association in an amount equal to two (2) months of the then estimated Annual Common Expense Assessment for such Unit. The Unit-Owner-controlled Board, from time to time, shall have the right to alter the amount of such contribution to working capital provided such action is approved by a Majority Vote of the Members, but in no event shall the required contribution be less than (i) two (2) months of the then estimated Annual Common Expense Assessment for such Unit for the fiscal year of the Condominium Association in which the acquisition occurs. The contribution to working capital made by each Owner shall not be transferable and shall be utilized for working capital expenses which the Board may deem appropriate. This Section 2.06 shall not apply to holders of Permitted Mortgages who acquire title by foreclosure or deed in lieu thereof or to any successor to all of the Sponsor's and Builder's interest hereunder.

**2.07. Member in Good Standing.** A Member shall be deemed to be in good standing and entitled to vote in person or by proxy or in any ballot by mail, only if (i) he or she shall have satisfied the requirements of Section 2.03 hereof, (ii) he or she shall have fully paid all installments due for assessments made or levied against him and his Unit by the Board together with all interest, costs, fees for legal counsel, penalties and other expenses, if any, charged to him and to his Unit, and (iii) he or she shall not be in violation of the Condominium Documents after having received notification from the Board that a violation exists. For purposes herein, if payment of any amounts described hereunder is tendered by personal check, the Condominium Association must have received confirmation that such personal check has cleared before such Owner will be credited with payment therefor.

**2.08. Voting Rights.** One (1) vote in matters of the Condominium Association shall be allocated to each Unit. Each vote shall be of equal weight. The Member(s) who hold record title to a Unit shall be entitled to cast the vote allocated to such Unit. When more than one Owner holds record title to a Unit, the vote for such Unit shall be exercised as the Co-Owners themselves determine. When one or more Co-Owners signs a proxy or purports to vote for his or her Co-Owners, such vote shall be counted and binding on all Co-Owners unless one or more of such Co-Owners is present and objects to such vote, or, if not present, submits a proxy or objects by written statement delivered to the Secretary of the Condominium Association before the vote is counted. If Co-Owners disagree as to the vote, the vote shall be split equally among the Co-Owners. The Sponsor and the Builder shall each have one (1) vote for each Unit owned by them, respectively.

**2.09. Proxies.** Proxy ballots shall be permitted with respect to all matters properly to be voted upon by the Members. All proxies shall be in writing, signed by the Member or by his duly authorized representative, and delivered to the Secretary of the Condominium Association at least twenty-four (24) hours prior to the commencement of the meeting at which ballots are to be cast. Proxies may be revoked by the person who has issued the proxy at any time prior to the opening of the polls and shall be void immediately when the person who has issued the proxy shall cease to be an Owner of a Unit. No proxy shall be voted after eleven (11) months from the date of its execution unless the proxy provides for a longer period, which in no event shall exceed three (3) years from the date of its execution. All proxies shall be substantially in the form prescribed by the Board, and if not in such form, shall be deemed invalid, which determination shall be made in the sole and absolute discretion of the Board or the judges of the election with respect to any election.

### ARTICLE III

#### MEETINGS OF MEMBERS

**3.01. Place of Meetings.** All meetings of Members shall be held at such place reasonably convenient to the Members as may be designated by the Board.

**3.02. Annual Meetings.** All annual meetings of Members shall be held on a date to be established by the Board, except that the first such annual meeting shall be held when required in

accordance with Article IV hereof. At each annual meeting, the Members may vote on questions as set forth in Section 3.07 hereof and transact other business of the Condominium Association. At each annual meeting subsequent to the transition elections held in accordance with Article IV hereof, the election of Directors shall take place. If the election of Directors shall not be held at the annual meeting or any adjournment of such meeting, the Board shall cause the election to be held at a special meeting as soon thereafter as may be convenient. At such special meeting, the Unit Owners may elect Directors, and, provided the required quorum of Members is present, transact other business with the same force and effect as at an annual meeting duly called and held. All proxies validly received for the originally scheduled meeting shall remain in full force and effect for any adjourned meeting or special meeting unless revoked as herein provided, and new proxies may be received for any such subsequent meeting.

**3.03. Special Meetings.** After the first annual meeting, special meetings of Members may be called by the President whenever he deems such a meeting advisable, and shall be called by the Secretary upon the order of the Board or upon the written request of not less than ten percent (10%) of all Members in good standing. Such request shall state the purposes of such meeting and the matters proposed to be acted upon. Unless requested by at least fifty percent (50%) of all Members in good standing, no special meeting may be called to consider any matter which is substantially the same as a matter voted upon at any meeting of Members held during the preceding twelve (12) months, which determination shall be made in the sole and absolute discretion of the Board.

**3.04. Notice of Meeting.** Except as otherwise provided by law or by the Master Deed, the Board shall serve notice of each meeting of Members, whether annual or special, to each Member not less than fifteen (15) days nor more than sixty (60) days before the date on which the meeting is to be held. Every such notice shall state the time, place and purposes of the meeting. Notice of any meeting of Members shall not be required to have been sent to any Member who shall attend such meeting in person or by proxy. Notice of any subsequent meeting of the Members shall not be required to be given unless the time and place of the subsequent meeting is not announced at the meeting adjourned. Except where otherwise expressly required by law, no publication of any notice of a meeting of Members shall be required.

**3.05. Quorum and Adjourned Meetings.** At any annual or special meeting of Members, the presence of Members (including the Sponsor and the Builder or their representatives) in good standing and owning ten percent (10%) of the total number of Units then a part the Condominium, whether present in person or by proxy or by mail ballot, shall constitute a quorum for the transaction of business except where otherwise provided by law. In the absence of a quorum, the Members present in person or by proxy and entitled to vote, may, by majority vote, adjourn the meeting from time to time until a quorum shall be present in person or by proxy. At any such subsequent meeting at which a quorum may be present, any business may be transacted which might have been transacted at the meeting originally called.

**3.06. Organization.** At each meeting of the Condominium Association, the President, or in his or her absence, the Vice President, or in the absence of both of them, a person chosen by a majority of the remaining Directors shall act as a chairperson, and the Secretary, or in his or her absence, a person whom the chairperson shall appoint, shall act as Secretary of the meeting.

**3.07. Voting on Questions.** Only Members in good standing shall be entitled to vote on questions when an approving vote is required by the Governing Documents. A Majority Vote of the Members shall be sufficient on those questions submitted to a vote of the Members except where otherwise required by law or where the Condominium Documents expressly set forth a different requirement. The vote on any question need not be taken by ballot unless (i) the chairperson of the meeting determines a ballot to be advisable, or (ii) a majority of the votes present at the meeting determine that the vote on the question submitted shall be taken by ballot.

**3.08. Voting in Elections of Directors.** Only Members in good standing shall be entitled to vote for Directors. If at any meeting at which an election is held more than twice the number of candidates to be elected are nominated, then there shall be two ballots in the election process. At the end of the first ballot, the field of nominees shall be reduced so that there are twice as many candidates as there are positions to be filled, with the persons receiving the fewest votes being eliminated from the second ballot. At the end of the second ballot, the persons receiving the highest number of votes will be elected as Directors to fill the vacant positions. If there are not more than twice the number of nominees for the number of positions to be filled, then there shall be one ballot, with the persons receiving the highest numbers of votes being elected, in order of votes received, to fill the vacancies on the Board. If ever applicable, candidates receiving the highest numbers of votes will be considered elected for the longest term of years.

**3.09. Ballot by Mail.** Despite any provision hereof to the contrary, the Board, in lieu of calling a membership meeting, may submit any question to a vote of the Members by a ballot by mail, including, without limitation, the election of Directors. The Board shall appoint judges as provided in Section 3.11 to tabulate the ballots and prepare a report to be included in the minute book. In order to conduct a ballot by mail for a question submitted to a vote of the Members, the Board shall serve notice upon all Members which shall (i) state with specificity in terms of motions or the questions upon which the vote is to be taken; (ii) state the date by which ballots must be received in order to be counted; (iii) provide an official ballot for the purposes of the vote; and (iv) state the date upon which the action contemplated by the motions or questions shall be taken unless a majority of all Members in good standing submit ballots disapproving such action. Ballots cast by any Members who are not in good standing as of the last date such ballots are to be returned shall not be counted.

**3.10. Minutes of Condominium Association Meetings.** At each meeting of the Condominium Association, the Board shall cause reasonably comprehensive minutes of the meeting to be taken, showing the time and place, the subjects considered, the actions taken, and any other information required to be shown in the minutes by the By-Laws. Such minutes shall be available for review by Members at the office of the Condominium Association within thirty (30) days from the date of the meeting, but before the next open meeting of the Condominium Association.

**3.11. Judges.** If at any meeting of the Members a vote by ballot shall be taken, the chairperson of such meeting may appoint two persons to act as judges with respect to the ballots. Judges need not be Members of the Condominium Association, and any Officer or Director of the Condominium Association may be a judge on any question other than a vote for or against any question in which he or she may be directly interested.

**3.12. Order of Business.** The order of business at the annual meeting of Members or at any special meetings insofar as practicable shall be:

- (a) Calling of the roll and certifying the proxies.
- (b) Proof of notice of meeting and waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Appointment of judges, if appropriate.
- (e) Vote on questions, if appropriate.
- (f) Receiving reports of Officers.
- (g) Receiving reports of committees.
- (h) Old business.
- (i) New business.
- (j) Adjournment.

#### **ARTICLE IV**

##### **BOARD OF DIRECTORS**

**4.01. Number of Directors.** The number of Directors and the timing and manner of their election until the annual meeting of the Association following the first annual meeting shall be as set forth in the Master Deed and as provided in Section 4.03 hereof. The Board will initially consist of three (3) Directors, all of whom will be appointed by the Sponsor and/or the Builder and none of whom need to be a Unit Owner, and will be increased to five (5) Directors at the Second Transition Election. Following the Third Transition Election, the Unit Owner-controlled Board may elect to reduce the number of Directors to three (3).

**4.02. Qualification.** Directors elected by Members shall be Members in good standing as defined in Section 2.07 hereof. Any Director, other than the Sponsor and the Builder, who conveys title to his or her Unit, is automatically disqualified as a Director effective on the date of said conveyance.

**4.03. Election of Term of Office.**

(a) Election of Directors shall be in accordance with this Section 4.03. Except as otherwise provided in the Master Deed, the Directors appointed by only the Sponsor and/or the Builder shall serve terms which are at the discretion of the Sponsor and the Builder.

(b) The First Transition Election will occur within thirty (30) days after Unit Owners, other than the Sponsor and the Builder, own 25% of the total planned Units in the Condominium. At that time, the Board will consist of three (3) Directors, two (2) of whom will be appointed by



the Sponsor and the Builder and one (1) of whom will be elected by Unit Owners other than the Builder. The Director elected by Unit Owners other than the Sponsor and the Builder shall serve a term which expires at the annual meeting of the Members held two (2) years after the first annual meeting.

(c) The Second Transition Election will occur within thirty (30) days after Unit Owners, other than the Sponsor and/or the Builder, own 50% of the total planned Units in the Condominium. At that time, the Board will be increased to five (5) Directors, three (3) of whom will be appointed by the Sponsor and the Builder and two (2) of whom will be elected by Unit Owners other than the Sponsor and the Builder. The Directors elected by Unit Owners other than the Sponsor and the Builder shall serve a term which expires at the annual meeting of the Members held two (2) years after the second annual meeting.

(d) The Third Transition Election will occur within thirty (30) days after Unit Owners, other than the Sponsor and the Builder, own 75% of the total planned Units in the Condominium. The Board will continue to consist of five (5) Directors, all of whom shall be elected by the Unit Owners, other than the Sponsor and/or Builder. Notwithstanding the foregoing, the Sponsor and the Builder will be entitled to appoint one (1) member of the Board for so long as the Sponsor and/or the Builder owns and holds for sale at least one (1) Unit in the ordinary course of business in the Condominium. Unit Owners, other than the Sponsor and/or the Builder, shall be entitled to elect the remaining Director after the earlier to occur: (i) the Sponsor's and/or the Builder's last appointed Director resigns, or (ii) all Units have been sold.

(e) The Sponsor and the Builder, in its sole discretion, may relinquish its right to appoint any Director(s) at any time. However, the Sponsor and the Builder may not surrender control of the Board of Directors prior to closing title to 75% of the Units unless a majority of Unit Owners, other than the Sponsor and the Builder, vote to accept control of the Board of Directors.

Despite any assumption of control of the Board by Unit Owners other than the Sponsor and the Builder, until the Sponsor and the Builder has sold every Unit in the Condominium, the Board is prohibited by law from taking any action which may discriminate against Sponsor and the Builder, or which would be detrimental to the sales or leasing of Units owned by the Sponsor and the Builder. The Board will be required to continue the same level and quality of maintenance, operation and services as that provided immediately prior to the assumption of control of the Association by Unit Owners other than the Sponsor and the Builder until the Sponsor and the Builder closes title to the last Unit owned by it in the ordinary course of business.

It is the purpose and intent hereof that subsequent to all transition elections, the election of the Director shall be held at alternate years to the election to insure that tenured representatives are at all times on the Board.

**4.04. Removal of Directors.** Any one or more of the Directors elected by Unit Owners may be removed, with or without cause, by vote of the Unit Owners at any annual meeting or special meeting of the Condominium Association at which the required quorum is present, provided that the notice of the meeting expressly included such item of business on the agenda.

In such event, a successor shall thereafter, be elected to fill the vacancy thus created. Each person so elected shall be a Director for the remainder of the term of the Director he or she replaced. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting. Such provisions shall not apply to any Director appointed by only the Sponsor and the Builder, and the Directors appointed only by the Sponsor and the Builder may be removed only by the Sponsor and the Builder, in its absolute discretion, at any time, with or without cause. The Sponsor and the Builder shall appoint a successor to fill a vacancy created by it.

**4.05. Resignation.** Any Director may resign by written notice to the Board of Directors. The resignation shall be effective upon receipt thereof by the Board of Directors or at a subsequent time as shall be specified in the notice of resignation.

**4.06. Vacancies.** Except as otherwise provided in Section 4.04, vacancies on the Board caused by any reason shall be filled by a vote of a majority of the remaining Directors at a special meeting of the Board promptly called for that purpose after the occurrence of such vacancy, even though the Directors present at such meeting may constitute less than a quorum. The Director appointed by the remaining Directors to fill such vacancy shall serve for the balance of the term. The Sponsor and the Builder shall appoint a new Director to any vacancy caused by any reason for any Director which only the Sponsor and the Builder is entitled to appoint. When a member of the Board of Directors who has been elected by Unit Owners other than the Sponsor and the Builder is removed or resigns, the vacancy shall be filled by a Unit Owner who is not employed or associated with the Sponsor and the Builder.

## ARTICLE V

### TRANSACTION OF BUSINESS BY THE BOARD OF DIRECTORS

**5.01. Express and Implied Powers and Duties; Delegation.** The property, affairs and business of the Condominium Association shall be managed by the Board, which shall have all those powers granted to it by the Governing Documents. All of these aforesaid powers and duties are hereby irrevocably delegated to the Board, except as otherwise may be expressly provided to the contrary.

**5.02. Sponsor's and Builder's Protective Provisions.** As long as the Sponsor and the Builder owns at least one (1) Unit for sale in the ordinary course of its business, the following shall apply:

(a) Neither the Condominium Association nor its Board shall affect the rights of the Sponsor or Builder or cause the Sponsor or Builder to suffer any financial, legal or other detriment, including but not limited to any direct or indirect interference with the sale of Units or the assessment of the Sponsor or Builder for capital improvements.

(b) The Condominium Association and its Board shall continue the same level of maintenance, operation, and services as provided immediately prior to the assumption of control of the Condominium Association and the Board by Members other than the Sponsor or Builder.

(c) The Sponsor and Builder shall have the right to veto any and all actions of the Condominium Association or the Board which may have any direct or indirect detrimental impact upon the Sponsor and Builder as may be determined in the sole, reasonable discretion of the Sponsor and Builder.

(d) The Sponsor and Builder shall exercise their respective veto rights, in their sole and absolute discretion, within ten (10) days after its receipt of notice that a resolution or other action is proposed or has been taken by the Condominium Association or the Board. In such event, the Sponsor and the Builder shall notify the Secretary of the Condominium Association of its exercise of its veto right, and any such proposal or action shall be deemed null and void ab initio and of no further force and effect.

The aforementioned protective provisions shall be construed in accordance with and not in derogation of N.J.S.A. 46:8B-12.1 of the Condominium Act, and N.J.A.C. 5:26-8.4 of the regulations promulgated pursuant to the Planned Real Estate Development Full Disclosure Act, N.J.S.A. 45:22A-1 et seq.

**5.03. Meeting of the Board; Notices; Waiver of Notice.** The first meeting of the Board elected in accordance with Section 4.03(b) hereof and shall be held on such date, time and place as determined by the Board of Directors at the meeting at which the Board is elected, and no notice shall be necessary unless otherwise required by law. The date, time and place of such meeting may be changed by agreement of a majority of the Board provided that notice of such change is given to all Board members at least three (3) days prior to the rescheduled meeting date and to all Members as required by law, and further provided that the first meeting of the Board must be held within thirty (30) days after the first annual meeting of the Unit Owners. Thereafter, 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 two (2) meetings shall be held each year. Notice of regular meetings of the Board shall be given to each Director by telephone, mail, telegram or in person at least three (3) days prior to the date of the meeting. Special meetings of the Board may be called by the President on three (3) days notice to each Director given by telephone, mail, telegram or in person 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 like manner and on like notice upon the written request of at least one (1) Director. Any Director 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 by Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. Meetings of the Board or portions of such meetings shall be open to Members or other persons for observation or participation in such manner and to the extent required by law or as the Board deems appropriate. Notice to Members of any regular or special meetings of the Board shall be given to the extent required by law and in the manner prescribed by law.

**5.04. Quorum and Adjourned Meetings.** At all meetings of the Board, a majority of Directors shall constitute a quorum for the transaction of business, and the votes of a majority of Directors present and voting at a meeting at which a quorum is present shall be necessary for valid action by the Board on any matter. If at any meeting of the Board there shall be less than a

quorum present, the majority of those present shall adjourn the meeting to a new date. At any such adjourned meeting at which a quorum is present, any business which may have been transacted at the original meeting may be transacted without further notice.

**5.05. Joinder in Meetings by Approval of Minutes.** Unless prohibited by law, the transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as if transacted at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting, each Director signs a written waiver of notice, or a consent to the holding of the meeting, or an approval of the minutes thereof or of the resolution to act adopted at such meeting. All such waivers, consents or approvals shall be in writing and filed with the Secretary and made a part of the minutes of the meeting even though filed subsequent thereto.

**5.06. Non-waiver.** All rights, duties and privileges of the Board shall be deemed to be continuing and shall not be exhausted by any single act or series of acts. To the same extent, the failure to use or employ any remedy or right hereunder or hereafter granted shall not preclude its exercise in the future nor shall any custom bind the Board.

**5.07. Consent in Lieu of Meeting and Vote.** Despite anything to the contrary in these By-Laws or any of the other Condominium Documents and to the extent not prohibited by law, the entire Board 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 the entire Board or all Directors empowered to act, whichever the case may be, shall consent in writing to such action.

**5.08. Open Meetings of the Board.**

(a) **Open Meetings.** All meetings of the Board, except conference or working sessions at which no binding votes are to be taken, shall be open to attendance by all Unit Owners.

(b) **Restrictions to Open Meetings.** Despite (a) above, the Board may exclude or restrict attendance at those meetings or portions of meetings dealing with any of the following:

(1) any matter the disclosure of which would constitute an unwarranted invasion of individual privacy;

(i) any pending or anticipated litigation or contract negotiations;

(2) any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his or her ethical duties as a lawyer; or

(3) any matter involving the employment, promotion, discipline, or dismissal of a specific employee of the Condominium Association.

**5.09. Notice of Requirements for Open Meetings.**

- (a) **Notice.** Adequate notice of any open meeting shall be given to all Unit Owners.
- (b) **Adequate Notice.** Adequate notice means written advance notice of at least 48 hours, giving the date, time, location of any regular, special, or rescheduled meeting of the Board. Such notice shall accurately state whether formal action may or may not be taken. This notice shall be:
  - (1) prominently posted in at least one place within the Condominium property reserved for such or similar announcements if such a place exists; and
  - (2) filed with the Secretary of the Association.
- (c) **Annual Posting of Open Meetings.** At least once a year within seven (7) days following the annual meeting of the Association, the Board shall have available and shall maintain throughout the year, notice of meetings in such location reserved for such announcements.

5.10. **Emergency Meetings.** In the event that a meeting of the Board is required to deal with such matters of urgency and importance that delay in providing 48 hours advance notice would result in substantial harm to the interests of the Condominium Association, notice shall be deemed adequate if it is provided as soon as possible following the calling of the meeting.

## ARTICLE VI

### POWERS AND DUTIES OF BOARD OF DIRECTORS

- 6.01. **General Powers and Privileges.** The Board shall have all those powers granted to it or necessarily implied by law or by the Condominium Documents including but not limited to the following:
- (a) To employ, by contract or otherwise, a managing agent or an independent contractor to oversee, supervise and carry out the responsibilities of the Board. Said managing agent or independent contractor shall be compensated upon such terms as the Board deems necessary and proper; and
  - (b) To employ any person, firm or corporation to repair, maintain or renovate the Common Elements; and
  - (c) To employ professional counsel and obtain advice from persons, firms or corporations such as, but not limited to, landscape architects, architects, engineers, lawyers and accountants; and
  - (d) To employ or contract for water and sewer, electricity and gas or other forms of utilities, cable or master antenna television for the Common Elements; and
  - (e) To employ all managerial personnel necessary, or enter into a managerial contract for the efficient discharge of the duties of the Board hereunder; and

- (f) To adopt, amend and publish Rules and Regulations covering the details of the operation and use the Common Elements; and
- (g) To secure full performance by Unit Owners or their tenants or occupants of all items of maintenance for which they are responsible; and
- (h) To set minimum standards for floor coverings installed by all Unit Owners in the Building, with the exception of Builder; and
- (i) To borrow and repay monies, giving notes, mortgages, or other security upon such term or terms as it deems necessary; and
- (j) To invest and reinvest monies, sue and be sued; collect interest, dividends, and capital gains; exercise rights; pay taxes; make and enter into contracts; enter into leases or concessions; make and execute any and all proper affidavits for various purposes; compromise any action without leave of court; and all other powers contained herein, and those necessary and incidental thereto; and
- (k) To transfer, grant or obtain easements, licenses and other property rights with respect to the General Common Elements in a manner not inconsistent with the rights of Members; and
- (l) To bring and defend actions by or against the Condominium Association or one or more Members which are pertinent to the health, safety or general welfare of the Members, the operation of the Condominium, or any other legal action which the Directors may authorize in accordance with these By-Laws including collection of delinquent assessments; and
- (m) To purchase or lease or otherwise acquire in the name of the Condominium Association and on behalf of all Unit Owners within the Condominium, Units offered for sale or lease or surrendered by their Owners to the Board provided that the foregoing shall not be construed to constitute a right of first refusal; and
- (n) To purchase Units within the Condominium at foreclosure or other judicial sales in the name of the Condominium Association and on behalf of all Unit Owners; and
- (o) To sell, lease, mortgage (but not vote the votes appurtenant thereto) or otherwise deal with Units acquired by the Condominium Association, and sublease any such Units leased by the Condominium Association on behalf of all Unit Owners; and
- (p) To act as or appoint an insurance Director, who shall discharge his duties in accordance with these By-Laws. In the absence of such an appointment, the Board shall be responsible for the disposition of all insurance proceeds; and
- (q) To create, appoint Members to, and disband such committees as from time to time shall be deemed appropriate or necessary to aid the Board in the discharge of its duties, functions and powers; and

(r) To impose upon each Member the requirement of working capital contributions as set forth in Section 2.06 hereof; and

(s) To enter into agreements or other contracts for management and maintenance of all or any part of the Common Elements; and

(t) To undertake such other lawful acts as are necessary or appropriate in furtherance of the exercise of the Board's rights and duties under the Governing Documents; and

(u) To levy fines and penalties in the manner contemplated by the Master Deed against any Member for violation of the provisions of the Governing Documents; and

(v) To approve the annual budget and to set assessments.

**6.02. Duties and Responsibilities.** It shall be the affirmative and perpetual obligation and duty of the Board to perform the following, subject to the duties of the Board of Directors of the Condominium Association as described in the Master Deed:

(a) To cause the Common Elements to be maintained in accordance with the standards as set forth in the Master Deed and the other Governing Documents, as the Board may deem appropriate. All repairs and replacements shall be substantially similar to the original application and installation; and

(b) To investigate, hire, pay, supervise and discharge the personnel necessary to be employed, and provide the equipment and materials necessary, in order to properly maintain and operate the Common Elements and exercise its other powers and duties as contemplated by the Governing Documents. Compensation for the services of such employees (as evidenced by certified payroll) shall be considered an operating expense of the Condominium Association; and

(c) To cause to be kept a complete record of all acts and corporate affairs undertaken by the Board and to present a summary report thereof to Members at the annual meeting or at any special meeting when requested in writing at least fourteen (14) days in advance by Members representing at least fifty percent (50%) of the total votes of the Condominium Association, or to make available during regular business hours the complete records of the Condominium Association to any Member, when requested in writing by such Member at least fourteen (14) days in advance; and

(d) To allocate common surplus or make repairs, additions, improvements to, or restoration of the Common Elements in accordance with the provisions of the Condominium Documents after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings; and

(e) To take such action as may be necessary to comply promptly with any and all orders or requirements affecting the Common Elements which are placed thereon by any federal, state, county or municipal authority having jurisdiction thereof, or order of the Board of Fire Underwriters or other similar bodies; and

(f) To manage the fiscal affairs of the Condominium Association as provided herein in Article VII; and

(g) To place and keep in force all insurance coverage required to be maintained by the Condominium Association; and

(h) To maintain current copies of the Condominium Documents as well as the books, records, and financial statements of the Condominium Association and to make them available for inspection by Unit Owners or by holders, insurers and guarantors of Eligible Mortgages during normal business hours.

**6.03. Contracts.** The Board, except to the extent otherwise provided by law or by the Governing Documents, may authorize any Officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Condominium Association, and such authority may be general or confined to a specific instance; however, unless so authorized by the Board, no Officer, agent or employee shall have any power or authority to bind the Condominium Association by any contract or engagement or to pledge its credit or render it pecuniarily liable for any purpose or for any amount.

**6.04. Transfer To a Government Agency.** The Board may dedicate roads, walkways, or other portions of the Common Elements (excluding any Limited Common Elements) of a nature typically administered by Government Agencies or municipalities in the event the Board determines such action is appropriate to maximize government services to the Unit Owners. Despite any provision hereof to the contrary, consent of Unit Owners or holders of Permitted Mortgages shall not be required.

**6.05. Enforcement.** The Board shall have all powers of enforcement granted to the Board under the Master Deed and shall have the further power, at its sole option, to enforce the terms of the Governing Documents, by any or all of the following: Self-help; sending notice to the offending party to cause certain things to be done or undone; restoring the Condominium Association to its original position and charging the breaching party with the entire cost or any part thereof; complaint to the duly constituted authorities; or by taking any other action before any court, summary or otherwise, as may be provided by law.

**6.06. Fines.** The Board shall have the power to levy fines in a manner not inconsistent with the Master Deed against any Member for violation of the provisions of the Governing Documents. Despite the foregoing, before any fine is imposed by the Board, the Member involved shall be given at least ten (10) days prior written notice and afforded an opportunity to be heard before the Board with respect to the violation(s) asserted.

**6.07. Waiver.** No restriction, condition, obligation or covenant contained in these By-Laws shall be deemed to have been abrogated or waived by reason of the failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

## ARTICLE VII

### FISCAL MANAGEMENT



7.01. **Collection of Assets.** The Board shall have the duty to collect from each Member, his or her heirs, administrators, successors and assigns, all assessments charged against such Member as provided in the Condominium Documents and in accordance with applicable law. The Board of Directors shall not be liable for any uncollectible assessments.

7.02. **Determination of Common Expenses.** The amount of money for Common Expenses deemed necessary by the Board and the manner of expenditure and allocation thereof shall be a matter for the sole discretion of the Board.

7.03. **Disbursements.** The Board shall take and hold the funds as collected and shall disburse the same for the purposes and in the manner set forth in the Condominium Documents and as required by applicable law.

7.04. **Depositories.** The depository of the Condominium Association shall be such financial institutions (the deposits of which are insured to the extent of the deposits of the Condominium Association therein) as shall be designated from time to time by the Board and in which the monies of the Condominium Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such parties as are authorized by the Board, provided that a management agreement may include among its provisions authority for the manager to sign checks on behalf of the Condominium Association for payment of the obligations of the Condominium Association, if the proper fidelity bond has been furnished to the Condominium Association.

7.05. **Accounts.** The receipts and expenditures of the Condominium Association shall be Annual Common Expenses Assessments and Common Expenses respectively, and shall be credited and charged to accounts under the following classifications as the Board shall deem appropriate:

(a) Current expenses, which shall include all expenditures 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;

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

(c) Reserve for replacement, which shall include funds for replacement of the Common Elements and those portions of the Common Elements for which repair or replacement is required because of damage, depreciation, or obsolescence. The amounts in this account shall be allocated among each of the separate categories of replacement items;

(d) Reserve for capital improvements, which shall include funds to be used for capital expenditures or for the acquisition of additional personal property that will be part of the Common Elements; and

(e) Working capital, consisting of those nonrefundable and nontransferable contributions assessed upon each Member upon acquisition of title to a Unit, which shall be utilized by the Board for the working capital of the Condominium Association and not in order to reduce the Annual Common Expenses Assessment.

The Board shall not be required to physically segregate the funds held in the above accounts except for reserves for replacement of the Common Elements which funds must be maintained in separate accounts. The Board may, in its sole discretion, maintain the remaining 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 records of the Condominium Association.

**7.06. Reserves.** The Board shall not be obligated to expend all of the revenues collected in any accounting period, and must maintain reasonable reserves for, among other things, repairs, replacements (including replacements for any leasehold improvements for which the Condominium Association is obligated to maintain), emergencies, contingencies of bad weather or uncollected accounts. Despite anything herein to the contrary, the Board in its determination of the Common Expenses and the preparation of the annual budget shall specifically designate and identify that portion of the Common Expenses which is to be assessed against the Members as a capital contribution and which is allocable to reserves for the Common Elements. The amounts assessed and collected for the reserves shall be kept in one or more interest-bearing savings accounts or certificates of deposit in depositories authorized by Section 7.04 hereof and shall not be utilized for any purpose other than that which was contemplated at the time of 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 account, or petty cash account for the necessary discharge of its functions.

**7.07. Notice of Assessment.** Each year, the Board shall give written notice to each Member and to any Eligible Mortgage Holder of the amount estimated by the Board for Common Expenses for the management and operation of the Condominium Association for the next ensuing budget period. If the Annual Common Expenses Assessment is not made as required, an Annual Common Expenses Assessment shall be presumed to have been made in the amount of the last assessment for the prior year and monthly installments on such assessment shall be due upon each installment payment date of the prior year assessments until changed by an amended assessment. However, for so long as the Sponsor and/or the Builder controls the Board, they shall cause a budget to be prepared on which the Annual Common Expenses Assessment for each fiscal year of the Condominium Association shall be determined. Failure by the Board to provide the notice required hereunder shall not excuse any Member from his or her obligation to pay the Annual Common Expenses Assessment assessed against such Member.

In the event that the Annual Common Expenses Assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board, and nothing herein shall serve to prohibit or prevent the Board from imposing an Emergency Assessment in the case of any immediate need or emergency which cannot be met by reserve funds earmarked for such contingency.

**7.08. Acceleration of Assessment Installment Upon Default.** If a Member shall be in default in the payment of an installment of any type of assessment, the Board may notify the delinquent Member that the remaining installments of such assessment shall be accelerated if the delinquent installment has not been paid within (10) days after the mailing of such notice to the Member. If notice is given and the default shall not have been cured within such ten (10) day period, then the Board shall have the right (but not the obligation) to accelerate the remaining

installments of such assessment for the current budget year and record a lien or take any other action allowable by law for the accelerated amount, as permitted by law. The Board shall notify such Member and any Eligible Mortgage Holder with respect to such Unit that a lien for the accelerated amount has been recorded (but failure to give such notice shall not invalidate the lien). The Board may also notify any holder of a Permitted Mortgage encumbering the Unit affected by such default and may also publish appropriate notice of such delinquency to the membership of the Condominium Association. If the accelerated balance continues unpaid for a period of ninety (90) days from the initial notice of default, then the Board may foreclose the foregoing lien pursuant to law and/or commence a suit against the appropriate parties to collect the delinquent assessment, but the Board shall not be obligated to do so.

**7.09. Late Fees, Interest and Counsel Fees.** The Board shall impose a Twenty-Five Dollar (\$25.00) late fee if any required payment is not made when due. Interest on the delinquent payment may be charged by the Board from the due date at a rate up to four percent (4.0%) above the prime rate published in the Wall Street Journal at the time such interest is to be charged, or at a comparable rate as determined by the Board in its reasonable discretion, but in no event shall exceed the maximum rate permitted under the law. In the event the Board shall effectuate collection of said assessments or charges by resort to legal counsel and/or the filing of a lien, the Board may add to the aforesaid assessments or charges a sum equal to (i) reasonable fees for legal counsel incurred in the collection of the amount due, plus (ii) the costs for the preparation, filing and discharge of the lien, and (iii) such other costs as may be allowable by law.

**7.10. Assessment of Expenses In Actions by Association; Allocations of Awards.**

(a) Except as may otherwise be provided in the Governing Documents, in the case of any action or proceeding defended by the Condominium Association or the Board or brought by the Condominium Association or the Board pursuant to the provisions of these By-Laws, the costs and expenses of preparation and litigation, including attorney's fees, shall be a Common Expense allocated to all Members.

(b) Any judgments recovered by the Condominium Association in any action or proceeding brought hereunder, including costs, penalties or damages, shall be deemed a special fund to be applied to:

- (1) The payment of unpaid litigation expenses;
- (2) Refunding to Members the cost and expenses of litigation advanced by them;
- (3) Common Expenses, if the recovery thereof was the purpose of the litigation;
- (4) Repair or reconstruction of the Common Elements, if recovery of damages to same was the purpose for the litigation; and
- (5) Any amount not applied to (1), (2), (3), and (4) above shall be applied at the discretion of the Board as either (i) a common surplus which shall be allocated and

distributed pursuant to the provisions of Article VII of the Master Deed, or (ii) a set-off against the Annual Common Expenses Assessments generally.

Despite the foregoing, if any Member, the Board or any other person or legal entity affected by any such distribution shall assert that the damages sustained or the diminution in value suffered by such Member was disproportionate to his percentage of common interest, the matter shall be submitted to binding arbitration to be decided in accordance with the procedures set forth in Article XV hereof.

(c) All Common Expenses received and to be received by the Board for the purpose of paying any judgment obtained against the Condominium Association or the Board and the right to receive such funds shall constitute trust funds, and the same shall be expended first for such purpose obtained before expending any part of the same for any other purpose.

(d) In the event that any Member succeeds in obtaining a judgment or order against the Condominium Association or the Board, then, in addition to any other sums to which said Member would otherwise be entitled by such judgment or order, he or she shall also be entitled to the restitution or recovery of any sums paid to the Board as assessments for litigation expenses in relation to said action or proceeding.

7.11. **Power of Attorney to Permitted Mortgage Holder.** In the event the Board shall not cause the enforcement procedures provided in Sections 7.08 and 7.09 to be implemented within the time provided, any holder of a Permitted Mortgage for any Unit as to which there shall be such unpaid assessments or charges is hereby granted an irrevocable power of attorney to commence such actions and to invoke such other remedies, all in the name of the Condominium Association. This power of attorney is expressly stipulated to be coupled with an interest in the subject matter.

7.12. **Annual Audit.** The Board shall have an annual audit of the funds of the Condominium Association (including the operating budget and reserve account) prepared by an independent certified public accountant who shall audit the same and render a written report thereon in summary form within one hundred twenty (120) days of the expiration of the fiscal year of the Condominium Association. The Board shall provide a copy of such audit to any Member or holder, insurer or guarantor of a Permitted Mortgage who requests a copy of same by written notice to the Condominium Association. While the Sponsor or the Builder maintains a majority of representation on the Board, the Sponsor or the Builder, as the case may be, shall have such annual audit of Condominium Association funds (including the operating budget and reserve account) prepared by an independent certified public accountant and a copy of such report delivered to each Unit Owner within ninety (90) days of the expiration of the fiscal year of the Condominium Association. The costs associated with preparation and distribution of such audit shall be borne by the Condominium Association and charged to Members as a Common Expense.

7.13. **Examination of Books.** Each Member shall be permitted to examine the books of account of the Board by appointment at a reasonable time on business days; provided, however, that the Treasurer has been given at least fourteen (14) days prior written notice of the Member's desire to make such an examination.

7.14. **Fidelity Insurance.** Fidelity insurance shall be required by the Board from all persons handling or responsible for Condominium Association funds unless such insurance is provided by the applicable management company in accordance with the requirements of the Master Deed. The amount of such insurance shall be determined by the Board in accordance with the Master Deed. The premiums on such insurance shall be paid by the Condominium Association except as otherwise required by the Master Deed. While the Sponsor or the Builder maintains a majority of representation on the Board, either the Sponsor or the Builder shall post a guarantee acceptable to the New Jersey Department of Community Affairs, in an amount equal to the then current annual budget of the Condominium Association. For the second and succeeding years, insurance or other guarantee shall include accumulated reserves.

## ARTICLE VIII

### OFFICERS

8.01. **Designation.** The principal officers of the Condominium Association shall be a President, a Vice President, a Secretary, a Treasurer, an Assistant Secretary and Assistant Treasurer, as needed. Any two (2) offices, except that of President and Vice President, may be held by one (1) person.

8.02. **Term and Election of Officers.** The Officers of the Condominium Association shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the Condominium Association, and shall hold office until their respective successors have been duly elected and qualified, unless any shall sooner resign or be removed or otherwise disqualified to serve.

8.03. **Removal of Officers.** Upon an affirmative vote of a majority of the full number of Directors, any Officer may be removed either with or without cause, after opportunity for a hearing before the Board, and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

8.04. **Resignation.** Any officer may resign by written notice to the Board of Directors. The resignation shall be effective upon receipt thereof by the Board of Directors or at a subsequent time as shall be specified in the notice of resignation.

8.05. **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he replaces.

8.06. **Duties of Responsibilities of Officers.**

(a) **President.** The President shall be the chief executive officer of the Condominium Association. He shall preside at all meetings of the Condominium Association and of the Board. He or she shall have all of the general powers and duties which are usually vested in the office of President of an association.

(b) **Vice President.** The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act at meetings of

the Condominium Association. If neither the President nor the Vice President is able to act, the Board shall appoint another Director to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board.

(c) **Secretary.** The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Condominium Association. He or she shall have charge of such books and papers as the Board may direct, and he or she shall, in general, perform all the duties incident to the office of the Secretary.

(d) **Treasurer.** The Treasurer shall have the responsibility for the Condominium Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Condominium Association. He or she shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Condominium Association in such depositories as may from time to time be authorized by the Board.

8.07. **Other Duties and Powers.** The Officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board.

8.08. **Eligibility of Directors.** Nothing contained herein shall prohibit a Director from being an Officer.

## ARTICLE IX

### COMMITTEES

9.01. **Committees.** The Board may establish such committees from time to time as it shall deem necessary or appropriate.

## ARTICLE X

### COMPENSATION, INDEMNIFICATION AND EXCULPATION OF OFFICERS, DIRECTORS AND COMMITTEE MEMBERS

10.01. **Compensation.** No compensation shall be paid to the President or the Vice President or any Director or committee member for acting as such Officer or Director or committee member. The Secretary and/or Treasurer may be compensated for their services if the Board determines that such compensation is appropriate. Nothing herein stated shall prevent any Officer, Director or committee member from being reimbursed for out-of-pocket expenses or compensated for services rendered in any other capacity to or for the Condominium Association; provided, however, that any such expenses incurred or services rendered shall have been authorized in advance by the Board.

10.02. **Indemnification.** Each Director, Officer and committee member of the Condominium Association shall be indemnified by the Condominium Association against the actual amount of net loss, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any actions, suits or proceedings to which he or she may be a party by reason of, or arising directly or indirectly from his or her being or having been a Director,

Officer, or committee member of the Condominium Association, except as to matters for which he or she ultimately shall be found in such action to be liable for gross negligence or willful 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 Condominium Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct.

**10.03. Exculpation.** Unless acting in bad faith, neither the Board as a body nor any Director, Officer, or committee member shall be personally liable to any Unit Owner in any respect for action or lack of action arising out of the execution of his or her office. Each Unit Owner shall be bound by the good faith actions of the Board, Officers and committee members of the Condominium Association in the execution of their respective duties. Nothing contained herein shall be construed so as to exculpate members of the Board appointed by the Sponsor or the Builder from discharging their fiduciary responsibilities.

**10.04. Common Elements Tort Immunity.** The Condominium Association shall have the full rights and immunities conferred by N.J.S.A. 2A:62A-12 through 2A:62A-14, inclusive, as the same may be amended from time to time.

## ARTICLE XI

### CONSTRUCTION

**11.01. Conflict.** Anything to the contrary herein notwithstanding, if any provisions of these By-Laws conflict with or are in contradiction of the Master Deed, the Certificate of Incorporation or with the requirements of any law, then the Master Deed, the Certificate of Incorporation or the requirements of the applicable law shall be deemed controlling.

**11.02. Invalidity.** The invalidity of any part of these By-Laws shall not impair or affect in any manner their enforceability or affect the remaining provisions of the By-Laws.

**11.03. Gender.** The use of the masculine gender in these By-Laws shall be deemed to refer to both the masculine and the feminine gender, and the use of the singular shall be deemed to refer to the singular or plural, and vice versa, whenever the context so requires.

## ARTICLE XII

### AMENDMENTS

**12.01.** Subject to the Master Deed and except as otherwise provided herein, these By-Laws, or any of them, may be altered or repealed, or new By-Laws may be made, at any meeting of the Condominium Association duly held for such purpose and at which the required quorum is present, and previous to which written notice to Members of the exact language of the amendment or of the repeal shall have been sent. Any such action shall require an affirmative vote of fifty-one percent (51%) of all Members in good standing, such vote being exercised in person or by proxy at a meeting of the Condominium Association duly called for such purpose and at which the required quorum is present, or by mail ballot vote as provided in Section 3.09 hereof, except that (i) the first annual meeting of the Unit Owners may not be advanced, (ii) the first Board (including

replacements in case of vacancies) may not be enlarged or removed, (iii) the obligation or the proportionate responsibility for the payment of Common Expenses with respect to the Common Elements may not be changed by reason of any such new Bylaw, amendment or repeal, and (iv) no such new Bylaw, amendment or repeal shall in any way affect Sponsor or the Builder, including any successor of the Sponsor or the Builder, unless the Sponsor or the Builder, or their respective successors, has given their prior written consent thereto.

### ARTICLE XIII

#### NOTICE; REGISTRATION OF MEMBER ADDRESS

**13.01.** Any notice required to be sent to any Member or any Eligible Mortgage Holder under the provisions of the Master Deed or these By-Laws shall be deemed to have been properly sent and notice thereby given, when mailed, by regular or certified mail with postage prepaid, addressed to such party who appears on the records of the Condominium Association at the time of such mailing and to the last address of such party as registered with the Condominium Association. Notice to one or two or more Co-owners of a Unit shall constitute notice to all Co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Condominium Association in writing of any change of address to which notice is to be sent. Valid notice may also be given to Members by (i) personal delivery to any occupant of the Unit over fourteen (14) years of age, or (ii) by affixing said notice to or sliding same under the front door of any Unit.

### ARTICLE XIV

#### ALTERNATIVE DISPUTE RESOLUTION COMMITTEE

**14.01. Alternative Dispute Resolution Committee.** The Board may establish an Alternative Dispute Resolution Committee ("ADR Committee"), consisting of a chairman and two (2) or more Members of the Association, who are not Board members. The ADR Committee shall have the power to appoint a subcommittee from among its members and may delegate to any such subcommittee any of its powers, duties and functions. If initial attempts by the Association, on its own initiative or upon the receipt of a formal written complaint from an Owner, to secure compliance with the Condominium Documents through correspondence to the Owner disclosing the nature of the violation, are not successful, it shall be the duty of the ADR Committee to conduct a hearing and issue a decision within ten (10) days after the conclusion of the hearing pursuant to the applicable Condominium Documents and any Rules and Regulations adopted thereunder. If an Owner is dissatisfied with the decision reached by the ADR Committee, the Owner can file an appeal within forty-five (45) days of the decision with a court of competent jurisdiction. If there is no appeal taken within this period of time, the decision of the ADR Committee shall become binding and enforceable. All expenses incurred by the ADR Committee shall be deemed common expenses of the Association.



**ARTICLE XV**

**DISTRIBUTION OF ASSETS UPON DISSOLUTION**

**15.01.** Termination of the Condominium Association shall not permit the alienation of the Common Elements; such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other entity that is devoted to similar purposes as the Condominium Association.

**ARTICLE XVI  
CORPORATE SEAL**

**16.01.** The Condominium Association shall have a seal in circular form having written within its circumference the words "Spartan Meadows Condominium Association, Inc."

**Exhibit "F"**  
**Percentage Interest Schedule**

Type of Unit	Percentage Interest Per Unit
Market Rate Unit (Total: 25 Market Rate Units)	3.3557%
COAH Unit (Total: 8 COAH Units)	2.0135%

**Exhibit "G"**  
**State of New Jersey - Council on Affordable Housing Agreement**

STATE OF NEW JERSEY  
COUNCIL ON AFFORDABLE HOUSING  
AFFORDABLE HOUSING AGREEMENT

Prepared by: \_\_\_\_\_

A DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

This AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between \_\_\_\_\_ owner of the properties designated in Section II PROPERTY DESCRIPTION, hereafter "OWNER", and \_\_\_\_\_ thereafter "AUTHORITY", both parties having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing unit described in Section II PROPERTY DESCRIPTION for a period of at least \_\_\_\_\_ years beginning on \_\_\_\_\_ and ending at the first non-exempt transfer of title after \_\_\_\_\_ unless extended by municipal resolution as described in Section III TERM OF RESTRICTION.

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (P.L.1985, c.222) hereinafter "Act", to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with provisions of the Act; and

WHEREAS, the Act requires that municipalities ensure that such designated housing remains affordable to low and moderate income households for a minimum period of at least 6 years; and

WHEREAS, the Act establishes the Council on Affordable Housing (hereinafter "Council") to assist municipalities in determining a realistic opportunity for the planning and development of such affordable housing; and

WHEREAS, pursuant to the Act, the housing unit (units) described in Section II PROPERTY DESCRIPTION hereafter and/or an attached Exhibit A of this Agreement has (have) been designated as low and moderate income housing as defined by the Act; and

WHEREAS, the purpose of this Agreement is to ensure that the described housing units (unit) remain(s) affordable to low and moderate income-eligible households for that period of time described in Section III TERM OF RESTRICTIONS.

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls; and by entering into this Agreement, the Owner of the described premises agrees to restrict the sale of the housing unit to low and moderate income-eligible households at a maximum resale price determined by the Authority for the specified period of time.

# I. DEFINITIONS

For purposes of this Agreement, the following terms shall be defined as follows:

"Affordable Housing" shall mean residential units that have been restricted for occupancy by Households whose total Gross Annual Income is measured at less than 80% of the median income level established by an authorized income guideline for geographic region and family size.

"Agency" shall mean the New Jersey Housing and Mortgage Finance Agency established by L. 1983, c.530 (C. 55:14K-1 et seq.).

"Agreement" shall mean this written Affordable Housing Agreement between the Authority and the owner of an Affordable Housing unit which places restrictions on Affordable Housing units so that they remain affordable to and occupied by Low and Moderate Income-Eligible Households for the period of time specified in this agreement.

"Assessments" shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowner's association as the applicable case may be, imposed upon the Affordable Housing unit.

"Authority" shall mean the administrative organization designated by municipal ordinance for the purpose of monitoring the occupancy and resale restrictions contained in this Affordable Housing Agreement. The Authority shall serve as an instrument of the municipality in exercising the municipal rights to the collection of funds as contained in this Agreement.

"Base Price" shall mean the initial sales price of a unit produced for or designated as owner-occupied Affordable Housing.

"Council" shall mean the Council on Affordable Housing (COAH) established pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

"Certified Household" shall mean any eligible Household whose estimated total Gross Annual Income has been verified, whose financial references have been approved and who has received written certification as a Low or Moderate Income-Eligible Household from the Authority.

"Department" shall mean the New Jersey State Department of Community Affairs.

"Exempt Transaction" shall mean the following "non-sales" title transactions: (1) Transfer of ownership between husband and wife; (2) Transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation (but not including sales to third parties); (3) Transfer of ownership through an Executor's deed to a Class A Beneficiary; and, (4) Transfer of ownership by court order. All other title transfers shall be deemed non-exempt.

"Fair Market Price" shall mean the unrestricted price of a low or moderate income housing unit if sold at a current real estate market rate.

"First Purchase Money Mortgage" shall mean the most senior mortgage lien to secure repayment of funds for the purchase of an Affordable Housing unit providing that such mortgage is not in excess of the applicable maximum allowable resale price and is payable to a valid First Purchase Money Mortgagee.

"First Purchase Money Mortgagee" shall mean an institutional lender or investor, licensed or regulated by the Federal or a State government or any agency thereof, which is the holder and/or assigns of the First Money Mortgage.

"Foreclosure" shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a restricted Affordable Housing unit covered by a recorded mortgage.

"Gross Annual Income" shall mean the total amount of all sources of a Household's income including, but not limited to salary, wages, interest, tips, dividends, alimony, pensions, social security, business and capital gains, tips and welfare benefits. Generally, gross annual income will be based on those sources of income reported to the Internal Revenue Service (IRS) and/or that can be utilized for the purpose of mortgage approval.

"Hardship Waiver" shall mean an approval by the Authority at a non-exempt transfer of title to sell an affordable unit to a household that exceeds the income eligibility criteria after the Owner has demonstrated that no Certified Household has signed an agreement to purchase the unit. The Owner shall have marketed the unit for 90 days after a Notice of Intent to Sell has been received by the Authority and the Authority shall have 30 days thereafter to approve a Hardship Waiver. The Hardship Waiver shall permit a low income unit to be sold to a moderate income household or a moderate income unit to be sold to a household whose income is at 80% or above the applicable median income guide. The Hardship Waiver is only valid for a single sale.

"Household" shall mean the person or persons occupying a housing unit.

"Index" shall mean the measured percentage of change in the median income for a Household of four by geographic region using the income guideline approved for use by Council.

"Low Income Household" shall mean a Household whose total Gross Annual Income is equal to 50% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by Council.

"Moderate Income Household" shall mean a Household whose total Gross Annual Income is equal to more than 50% but less than 80% of the median gross income established by geographic region and household size using the income guideline approved for use by Council.

"Owner" shall mean the title holder of record as same is reflected in the most recently dated and recorded deed for the particular Affordable Housing unit. For purposes of the initial sales or rentals of any Affordable Housing unit, Owner shall include the developer/owner of such Affordable Housing units. Owner shall not include any co-signer or co-borrower on any First

Purchase Money Mortgage unless such co-signer or co-borrower is also a named title holder of record of such Affordable Housing unit.

"Price Differential" shall mean the total amount of the restricted sales price that exceeds the maximum restricted resale price as calculated by the Index after reasonable real estate broker fees have been deducted. The unrestricted sales price shall be no less than a comparable fair market price as determined by the Authority at the time a Notice of Intent to Sell has been received from the Owner.

"Primary Residence" shall mean the unit wherein a Certified Household maintains continuing residence for no less than nine months of each calendar year.

"Purchaser" shall mean a Certified Household who has signed an agreement to purchase an Affordable Housing unit subject to a mortgage commitment and closing.

"Repayment" shall mean the Owner's obligation to the municipality for payment of 95% of the price differential between the maximum allowable resale price and the fair market selling price which has accrued to the Affordable unit during the restricted period of resale at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"Repayment Mortgage" shall mean the second mortgage document signed by the Owner that is given to the municipality as security for the payment due under the Repayment Note.

"Repayment Note" shall mean the second mortgage note signed by the owner that requires the repayment to the municipality of 95% of the price differential which has accrued to the low or moderate income unit during the period of resale controls at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"Resale Price" shall mean the Base Price of a unit designated as owner-occupied affordable housing as adjusted by the Index. The resale price may also be adjusted to accommodate an approved home improvement.

"Total Monthly Housing Costs" shall mean the total of the following monthly payments associated with the cost of an owner-occupied Affordable Housing unit including the mortgage payment (principal, interest, private mortgage insurance), applicable assessments by any homeowners, condominium, or cooperative associations, real estate taxes, and fire, theft and liability insurance.

## II. PROPERTY DESCRIPTION

This agreement applies to the Owner's interest in the real property commonly known as:

Unit No.: \_\_\_\_\_; Block \_\_\_\_\_ Lot \_\_\_\_\_ Municipality: Township of Sparta;

County: Sussex; # of Bedrooms \_\_\_\_\_

Complete Street Address & Unit # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

If additional Affordable Housing units are to be covered by this Agreement, a description of each additional unit is attached as Exhibit A and is incorporated herein.

### III. TERM OF RESTRICTIONS

A. The terms, restrictions and covenants of this Affordable Housing Agreement shall begin on the later of the date a Certificate of Occupancy is issued or the date on which closing and transfer of title takes place for initial ownership.

B. The terms, restrictions and covenants of this Affordable Housing Agreement shall terminate upon the occurrence of either of the following events:

1. At the first non-exempt sale after 10 (ten) years from the beginning date established pursuant to Paragraph A above for units located in municipalities receiving State Aid pursuant to P.L.1978, L.14 (N.J.S.A. 52:27D-178 et seq.) that exhibit one of the characteristics delineated in N.J.A.C. 5:92-5.3(b); or at the first non-exempt sale after 20 (twenty) years from the beginning date established pursuant to Paragraph A above for units located in all other municipalities; or

2. The date upon which the event set forth in Section IX FORECLOSURE herein shall occur.

C. The terms, restrictions and covenants of this Affordable Housing Agreement may be extended by municipal resolution as provided for in N.J.A.C. 5:92.1 et seq. Such municipal resolution shall provide for a period of extended restrictions and shall be effective upon filing with the Council and the Authority. The municipal resolution shall specify the extended time period by providing for a revised ending date. An amendment to the Affordable Housing Agreement shall be filed with the recording office of the county in which the Affordable Housing unit or units is/are located.

D. At the first non-exempt title transaction after the established ending date, the Authority shall execute a document in recordable form evidencing that the Affordable Housing unit has been released from the restrictions of this Affordable Housing Agreement.

### IV. RESTRICTIONS

A. The Owner of an owner-occupied Affordable Housing unit for sale shall not sell the unit at a Resale Price greater than an established Base Price plus the allowable percentage of increase as determined by the Index applicable to the municipality in which the unit is located. However, in no event shall the maximum allowable price established by the authority be lower than the last recorded purchase price.

B. The Owner shall not sell the Affordable Housing unit to anyone other than a Purchaser who has been certified utilizing the income verification procedures established by the Authority to determine qualified Low and Moderate Income-Eligible Households.



C. An Owner wishing to enter a transaction that will terminate controls as specified heretofore in Section III TERM OF RESTRICTIONS shall be obligated to provide a Notice of Intent to Sell to the Authority and the Council. An option to buy the unit at the maximum restricted sales price as calculated by the Index shall be made available to the Municipality, the Department, the Agency, or a qualified non-profit organization as determined by the Council for a period of ninety (90) days from the date of delivery of the Notice of Intent to Sell. The option to buy shall be by certified mail and shall be effective on the date of mailing to the Owner.

1. If the option to buy is not exercised within ninety (90) days pursuant to Paragraph C above, the Owner may elect to sell the unit to a certified income-eligible household at the maximum restricted sales price as calculated by the Index provided the unit continues to be restricted by an Affordable Housing Agreement and a Repayment Lien for a period of up to twenty (20) years.

2. Alternately, the Owner may also elect to sell to any purchaser at a fair market price. In this event, the Owner shall be obligated to pay the municipality 95% of the Price Differential generated at the time of closing and transfer of title of the Affordable Housing unit after restrictions have ended as specified heretofore in Section III TERM OF RESTRICTIONS.

3. If the Owner does not sell the unit within one (1) year of the date of delivery of the Notice of Intent to Sell, the option to buy shall be restored to the municipality and subsequently to the Department, the Agency or a Non-Profit approved by the Council. The Owner shall then be required to submit a new Notice of Intent to Sell the affordable unit to the Authority.

D. The Affordable Housing unit shall be sold in accordance with all rules, regulations, and requirements duly promulgated by the Council (N.J.A.C. 5:92-1 et seq.), the intent of which is to ensure that the Affordable Housing unit remains affordable to and occupied by Low and Moderate Income-Eligible Households throughout the duration of this Agreement.

#### V. REQUIREMENTS

A. This Agreement shall be recorded with the recording office of the county in which the Affordable Housing unit or units are located. The Agreement shall be filed no earlier than the recording of an applicable Master Deed and no later than the closing date of the initial sale.

B. When a single Agreement is used to govern more than one Affordable Housing unit, the Agreement shall contain a description of each Affordable Housing unit governed by the Agreement as described in Section II PROPERTY DESCRIPTION and/or Exhibit A of the Agreement and an ending date to be imposed on the unit as described in Section III TERM OF RESTRICTIONS of the Agreement.

C. A Repayment Mortgage and a Repayment Note shall be executed between the Owner and the municipality wherein the unit(s) is (are) located at the time of closing and transfer of title to any purchaser of an Affordable Housing unit. The Repayment Mortgage shall provide for the repayment of 95% of the Price Differential at the first non-exempt transfer of title after the ending date of restrictions as specified in Section III TERM OF RESTRICTIONS. The Repayment Mortgage shall be recorded with the records office of the County in which the unit is located.

## VI. DEEDS OF CONVEYANCE AND LEASE PROVISIONS

All Deeds of Conveyance and Contracts to Purchase from all Owners to Certified Purchasers of Affordable Housing units shall include the following clause in a conspicuous place:

"The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT dated \_\_\_\_\_ which was filed in the Office of the Clerk of Sussex County in Misc. Book \_\_\_\_\_ at Page \_\_\_\_\_ on \_\_\_\_\_ and is also on file with the Authority".

Any Master Deed that includes an Affordable Housing unit shall also reference the affordable unit and the Affordable Housing Agreement and any variation in services, fees, or other terms of the Master Deed that differentiates the affordable unit from all other units covered in the Master Deed.

## VII. COVENANTS RUNNING WITH LAND

The provisions of this Affordable Housing Agreement shall constitute covenants running with the land with respect to each Affordable Housing unit affected hereby, and shall bind all Purchasers and Owners of each Affordable Housing unit, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of this Agreement as set forth herein.

## VIII. OWNER RESPONSIBILITIES

In addition to fully complying with the terms and provisions of this Affordable Housing Agreement, the Owner acknowledges the following responsibilities:

A. Affordable Housing units shall at all times remain the Primary Residence of the Owner. The Owner shall not rent any Affordable Housing unit to any party whether or not that party qualifies as a Low or Moderate income household without prior written approval from the Authority.

B. All home improvements made to an Affordable Housing unit shall be at the Owner's expense except that expenditures for any alteration that allows a unit to be resold to a larger household size because of increased capacity for occupancy shall be considered for a recalculation of Base Price. Owners must obtain prior approval for such alteration from the Authority to qualify for this recalculation.

C. The Owner of an Affordable Housing unit shall keep the Affordable Housing unit in good repair.

D. Owners of Affordable Housing units shall pay all taxes, charges, assessments or levies, both public and private, assessed against such unit, or any part thereof, as and when the same become due.

E. Owners of Affordable Housing units shall notify the Authority in writing no less than ninety (90) days prior to any proposed sale of an intent to sell the property. Owners shall not execute any purchase agreement, convey title or otherwise deliver possession of the Affordable Housing unit without the prior written approval of the Authority.

F. An Owner shall request referrals of eligible households from pre-established referral lists maintained by the Authority.

G. If the Authority does not refer an eligible household within sixty (60) days of the Notice of Intent to Sell the unit or no Agreement to Purchase the unit has been executed, the Owner may propose a Contract to Purchase the unit to an eligible household not referred through the Authority. The proposed Purchaser must complete all required Household Eligibility forms and submit Gross Annual Income Information for verification to the Authority for written certification as an eligible sales transaction.

H. At resale, all items of property which are permanently affixed to the unit and/or were included when the unit was initially restricted (e.g. refrigerator, range, washer, dryer, dishwasher, wall to wall carpeting) shall be included in the maximum allowable Resale Price. Other items of property may be sold to the Purchaser at a reasonable price that has been approved by the Authority at the time of signing the Agreement to Purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the Base Price may be made a condition of the unit resale provided the price has been approved by the Authority. Unless otherwise permitted by the Council, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The Owner and the Purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at Resale.

I. The Owner shall not permit any lien, other than the First Purchase Money Mortgage, second mortgages approved by the Authority and liens of the Authority to attach and remain on the property for more than sixty (60) days.

J. If an Affordable Housing unit is part of a condominium, homeowner's or cooperative association, the Owner, in addition to paying any assessments required by the Master Deed of the Condominium or By-laws of an Association, shall further fully comply with all of the terms, covenants or conditions of said Master Deed or By-Laws, as well as fully comply with all terms, conditions and restrictions of this Affordable Housing Agreement.

K. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:92-1 et seq.), for determining that a resale transaction is qualified for a Certificate of Exemption. The Owner shall notify the Authority in writing of any proposed Exempt Transaction and supply the necessary documentation to qualify for a Certificate of Exemption. An Exempt Transaction does not terminate the resale restrictions or existing liens and is not considered a certified sales transaction in calculating subsequent resale prices. A Certificate of Exemption shall be filed with the deed at the time of title transfer.

L. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:92-1 et seq.), for determining that a resale transaction is qualified for a Hardship Waiver. The Owner may submit a written request for a Hardship Waiver if no Certified Household has executed an agreement to purchase within ninety (90) days of notification of an approved resale price and referral of potential purchasers. Prior to issuing a Hardship Waiver, the Municipality shall have 30 days in which to sign an agreement to purchase the unit at the approved resale price and subsequently rent or convey it to a Certified Household. The Municipality may transfer this option to the Department, the Agency, or a qualified non-profit organization as determined by the Council. For approval of a Hardship Waiver, an Owner must document efforts to sell the unit to an income eligible household. If the waiver is granted, the Owner may offer a low income unit to a moderate income household or a moderate income unit to a household whose income exceeds 80% of the applicable median income guide. The Hardship Waiver shall be filed with the deed at the time of closing and is only valid for the designated resale transaction. It does not affect the resale price. All future resales are subject to all restrictions stated herein.

M. The Owner shall be obligated to pay a reasonable service fee to the Authority at the time of closing and transfer of title in the amount specified by the Authority at the time a restricted resale price has been determined after receipt of a Notice of Intent to Sell. Such fee shall not be included in the calculation of the maximum resale price.

#### IX. FORECLOSURE

The terms and restrictions of this Agreement shall be subordinated only to the First Purchase Money Mortgage lien on the Affordable Housing property and in no way shall impair the First Purchase Money Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the First Purchase Money Mortgage documents for the Affordable Housing unit.

Any Affordable Housing owner-occupied property that is acquired by a First Purchase Money Mortgagee by Deed in lieu of Foreclosure, or by a Purchaser at a Foreclosure sale conducted by the holder of the First Purchase Money Mortgagee shall be permanently released from the restrictions and covenants of this Affordable Housing Agreement. All resale restrictions shall cease to be effective as of the date of transfer of title pursuant to Foreclosure with regard to the First Purchase Money Mortgagee, a lender in the secondary mortgage market including but not limited to the FNMA, Federal Home Loan Mortgage Corporation, GNMA, or an entity acting on their behalf and all subsequent purchasers, Owners and mortgagees of that particular Affordable Housing unit (except for the defaulting mortgagor, who shall be forever subject to the resale restrictions of this Agreement with respect to the Affordable Housing unit owned by such defaulting mortgagor at time of the Foreclosure sale).

Upon a judgment of Foreclosure, the Authority shall execute a document to be recorded in the county recording office as evidence that such Affordable Housing unit has been forever released from the restrictions of this Agreement. Execution of foreclosure sales by any other class of creditor or mortgagee shall not result in a release of the Affordable Housing unit from the provisions and restrictions of this Agreement.

In the event of a Foreclosure sale by the First Purchase Mortgagee, the defaulting mortgagor shall be personally obligated to pay to the Authority any excess funds generated from such Foreclosure sale. For purposes of this agreement, excess funds shall be the total amount paid to the sheriff by reason of the Foreclosure sale in excess of the greater of (1) the maximum permissible Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale pursuant to the rules and guidelines of the Authority and (2) the amount required to pay and satisfy the First Money Mortgage, including the costs of Foreclosure plus any second mortgages approved by the Authority in accordance with this Agreement. The amount of excess funds shall also include all payments to any junior creditors out of the Foreclosure sale proceeds even if such were to the exclusion of the defaulting mortgagor.

The Authority is hereby given a first priority lien, second only to the First Purchase Money Mortgagee and any taxes or public assessments by a duly authorized governmental body, equal to the full amount of such excess funds. This obligation of the defaulting mortgagor to pay the full amount of excess funds to the Authority shall be deemed to be a personal obligation of the Owner of record at time of the Foreclosure sale surviving such sale. The Authority shall be empowered to enforce the obligation of the defaulting mortgagor in any appropriate court of law or equity as though same were a personal contractual obligation of the defaulting mortgagor. Neither the First Purchase Money Mortgagee nor the purchaser at the Foreclosure sale shall be responsible or liable to the Authority for any portion of this excess.

No part of the excess funds, however, shall be part of the defaulting mortgagor's equity.

The defaulting mortgagor's equity shall be determined to be the difference between the maximum permitted Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale as calculated in accordance with this Agreement and the total of the following sums. First Purchase Money Mortgage, prior liens, costs of Foreclosure, assessments, property taxes, and other liens which may have been attached against the unit prior to Foreclosure, provided such total is less than the maximum permitted Resale Price.

If there are Owner's equity sums to which the defaulting mortgagor is properly entitled, such sums shall be turned over to the defaulting mortgagor or placed in an escrow account for the defaulting mortgagor if the defaulting mortgagor cannot be located. The First Purchase Money Mortgagee shall hold such funds in escrow for a period of two years or until such earlier time as the defaulting mortgagor shall make a claim for such. At the end of two years, if unclaimed, such funds, including any accrued interest, shall become the property of the Authority to the exclusion of any other creditors who may have claims against the defaulting mortgagor.

Nothing shall preclude the municipality wherein the Affordable Housing unit is located from acquiring an affordable property prior to foreclosure sale at the approved maximum Resale Price and holding, renting or conveying it to a Certified Household if such right is exercised within 90 days after the property is listed for sale and all outstanding obligations to the First Purchase Money Mortgagee are satisfied.

#### X. VIOLATION, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the terms of this agreement by an Owner, the Authority shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Authority, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low and moderate income housing. Upon the occurrence of a breach of any of the terms of the Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including but not limited to foreclosure, acceleration of all sums due under the mortgage, recoupment of any funds from a sale in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, ethics on the premises, and specific performance.

#### XI. RIGHT TO ASSIGN

The Authority may assign from time to time its rights, and delegate its obligations hereunder without the consent of the Owner. Upon such assignment, the Authority, its successors or assigns shall provide written notice to the Owner.

#### XII. INTERPRETATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the Fair Housing Act for the duration of this Agreement and to ensure, to the greatest extent possible, that the purchase price, mortgage payments and rents of designated Affordable Housing units remain affordable to Low and Moderate Income-Eligible Households as defined herein.

#### XIII. NOTICES

All notices required herein shall be sent by certified mail, return receipt requested as follows:

To the Owner:

At the address of the property stated in SECTION II PROPERTY DESCRIPTION hereof.

To the Authority:

At the address stated below:

Attention:

Or such other address that the Authority, Owner, or municipality may subsequently designate in writing and mail to the other parties.

#### XIV. SUPERIORITY OF AGREEMENT

Owner warrants that no other Agreement with provisions contradictory of, or in opposition to, the provisions hereof has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the Owner, the Authority, and their respective successors.

#### XV. SEVERABILITY

It is the intention of all parties that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby.

In the event that any provision, condition, covenant or restriction hereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under them covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

#### XVI. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of New Jersey.

#### XVII. OWNER'S CERTIFICATION

The Owner certifies that all information provided in order to qualify as the owner of the property or to purchase the property is true and correct as of the date of the signing of this Agreement.

#### XVIII. AGREEMENT

A. The Owner and the Authority hereby agree that all Affordable Housing units described herein shall be marketed, sold, and occupied in accordance with the provisions of this Agreement. Neither the Owner nor the Authority shall amend or alter the provisions of this Agreement without first obtaining the approval of the other party except as described in Section III, Paragraph C, TERM OF RESTRICTION. Any such approved amendments or modifications of this Agreement shall be in writing and shall contain proof of approval from the other parties and shall not be effective unless and until recorded with the County Clerk for the County in which the Affordable Housing units are situated.

Dated: \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_  
Signature (Owner)

\_\_\_\_\_

By: \_\_\_\_\_  
Signature (Co-Owner)

Dated: \_\_\_\_\_, 2004.

ATTEST:

\_\_\_\_\_  
Signature (Authority)

By: \_\_\_\_\_

STATE OF NEW JERSEY     )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the subscriber,  
personally appeared

\_\_\_\_\_ who, being by me duly  
sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is the Owner (Co-  
Owner) named in the within instrument; that this is the Affordable Housing Agreement of the  
described Property; that the execution, as well as the making of this instrument, has been duly  
authorized and is the voluntary act and deed of said Owner.

Sworn to and subscribed before me,

the date aforesaid.

\_\_\_\_\_



EXHIBIT A  
AFFORDABLE HOUSING AGREEMENT

This Affordable Housing Agreement also applies to the owner's interest in the real properties as further described below:

PROPERTY DESCRIPTION

Block \_\_\_\_\_ Lot \_\_\_\_\_ Municipality: Township of Sparta

County: Sussex # of Bedrooms \_\_\_\_\_

Complete Street Address & Unit # \_\_\_\_\_

City Sparta State New Jersey Zip \_\_\_\_\_

The restrictions contained herein shall be imposed on this Affordable Housing unit for a period of at least \_\_\_\_\_ years beginning on \_\_\_\_\_ and ending at the first non-exempt transfer of title after \_\_\_\_\_ unless extended by municipal resolution as described in Section III TERM OF RESTRICTION.

Please add additional property descriptions as required including individual building or unit numbers for condominiums or townhouse complexes indicating a TERM OF RESTRICTION as applicable.