

AMENDED MASTER DEED  
FOR  
SCHOOL HOUSE PLAZA, A CONDOMINIUM

THIS AMENDED MASTER DEED, made this        day of November, 1987, by SCHOOL HOUSE PLAZA ASSOCIATES, a New Jersey Partnership, having its principal office at 124 E. Main Street, Denville, New Jersey 07834, hereinafter referred to as "Sponsor"

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

WHEREAS, Sponsor intends to construct 39 condominiums, hereinafter referred to as "Units", together with certain roads, driveways, and other improvements, all as more particularly shown on that certain map entitled, "LOT 1 BLOCK 30703", prepared by Nicholas J. Munner, P.E. & L.S., Succasunna, New Jersey, dated January 20, 1987, attached hereto and made a part hereof as Exhibit "B"; and

WHEREAS, it is the intention of the Sponsor to establish the form of ownership of the property as a condominium pursuant to the provisions of N.J.S.A. 46:8B-1 et seq.; and

WHEREAS, the Sponsor has established or is about to establish The School House Plaza Condominium Association, Inc., a New Jersey non-profit corporation, for the administration, operation and management of School House Plaza, a Condominium, and other improvements intended for the common use and enjoyment of the residents of the property; and

NOW THEREFORE, WITNESSETH:

1. ESTABLISHMENT OF CONDOMINIUM

The Sponsor does hereby submit, declare and establish, "School House Plaza, a Condominium", in accordance with N.J.S.A. 46:8B-1 et seq. for that parcel of land described in Exhibit "A" aforesaid, and as more

particularly shown on Exhibit "B" aforesaid.

## 2. DEFINITIONS

For the purpose hereof, the following terms shall have the following meanings, unless the context in which same are utilized clearly indicate otherwise:

- (a) "Condominium" shall mean (i) all of the lands described in Exhibit "A" aforesaid; (ii) all the improvements now or hereinafter constructed in, upon, over or through such lands, whether or not shown on any exhibit hereto; (iii) all rights, roads, waters, privileges and appurtenances thereto belonging or appertaining; and (iv) the entire entity created by the execution and recording of this Amended Master Deed.
- (b) "Unit" shall mean a part of the Condominium designated and intended for independent use as a commercial office or a residential dwelling as hereafter provided, and shall not be deemed to mean any part of the Common Elements situated within or appurtenant to a Unit, as more specifically described in Paragraph 4 hereof.
- (c) "Common Elements" shall have the same meaning as "common elements" pursuant to N.J.S.A. 46:8B-3(d), except as same may be modified by the provisions of Paragraph 5 hereof.
- (d) "Limited Common Elements" shall have the same meaning as "limited common elements", pursuant to N.J.S.A. 46:8B-3(k), except as same may be modified by the provisions of Paragraph 5A hereof.
- (e) "Common Expenses" shall, subject to the provisions of Paragraph 6 hereof, mean all those expenses anticipated by N.J.S.A. 46:8B-3, in addition to all expenses incurred by The School House Plaza Condominium Association, Inc., or their respective trustees, officers, agents or employees, in the lawful performance of their respective duties.
- (f) "Property" shall mean the buildings, the lands described in Exhibit "A" and "B" and all improvements now or hereinafter constructed in, upon, over or through such lands.
- (g) "Association" shall mean The School House Plaza Condominium Association, Inc., a New Jersey non-profit corporation, formed to administrate, manage and operate the common affairs of the Unit Owners

of the Condominium and to maintain, repair and replace the Common Elements of the Condominium.

(h) "Articles of Incorporation" shall mean the Articles of Incorporation of The School House Plaza Condominium Association, Inc., attached hereto as Exhibit "F".

(i) "By-Laws" shall mean the By-Laws of School House Plaza Condominium Association, attached hereto as Exhibit "E".

(j) "Building" shall mean any building containing a Unit(s) and/or any other enclosed structure constructed or hereafter constructed upon the land described in Exhibit "A" and shown on Exhibit "B".

(k) "Sponsor" shall refer to School House Plaza Associates, a New Jersey Partnership, its successors and assigns. Unless the context clearly indicates otherwise, all definitions set forth in N.J.S.A. 46:8B-3 are incorporated herein by reference and the definition set forth above shall be used in conjunction therewith.

(l) "Unit Owner" shall mean one or more persons or entities having ownership of a Unit in fee.

(m) "Commercial" shall include business offices, professional offices, health care and related services, and such activities as are permitted in office zones by the Township of Denville Zoning Ordinances. "Commercial" for the purposes of this Amended Master Deed shall not include retail businesses.

### 3. GENERAL DESCRIPTION OF CONDOMINIUM

The Condominium will contain 1 building, as shown on Exhibit "B", consisting of 39 units, numbered as shown on Exhibits "B" and "C"; and includes all rights, roads and appurtenances thereto belonging or appertaining. The condominium is intended to be for exclusively commercial office purposes on the first floor; and, the sponsor reserves the right to designate, and does hereby designate all units on the second and third floors for residential purposes. Nothing contained in this Amended Master Deed shall permit the changing of the use designations set forth herein without the unanimous consent of unit owners.

#### 4. DESCRIPTION OF UNITS

The dimensions, areas, and location of the Building and all of the aforesaid Units within the Condominium are as shown graphically on Exhibits "B" and "C", Pages (i) to (xviii) as same may be amended from time to time as herein provided. Each Unit is intended to contain all space within the area bounded by the interior surface of the exterior perimeter or party walls of each Unit and the floor and the ceiling of each as follows:

**BOTTOM:** The bottom of each unit is an imaginary horizontal plane through the lowest point of the exterior surface of each portion of the grade floor within the Unit.

**TOP:** The top of each Unit is an imaginary plane along and coincident with the unfinished and unexposed surface of the gypsum board which forms the ceiling of the uppermost story in the Unit to where it closes at every side of such Unit.

**SIDES:** The sides of each Unit are graphically shown on Exhibit "C" Pages (i) to (xviii) aforesaid. There are imaginary vertical planes along and coincident with the innermost surface of the studding of the perimeter walls, or where no wall exists, and imaginary vertical plane along and coincident with the exterior surface of the windows or doors located on the perimeter of such Unit, and each side extends upwards and downwards so as to close the area in each said Unit bounded by the bottom and top of the Unit.

Each Unit, where applicable, also includes all built-in appliances, fixtures, doors, windows, 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 and all other improvements located within such Unit described, or which are exclusively appurtenant to such Units as shown in Exhibit "C" Pages (i) to (xviii), although all or part thereof may not be located within the Unit, and shall include, but not be limited to, the following individual appurtenances:

- (a) Complete heating system and air conditioning system (including

compressors);

- (b) Hot water system (part of central building system);
- (c) So much of the plumbing system as extends from the walls and floors into the interior air space;
- (d) All electrical, television or telecommunication wires which extend from the ceilings, walls or floors into the interior air space and all fixtures, switches, outlets and circuit breakers; and
- (e) All utility meters not owned by the public utility agency supplying service.

Interior partitions or nonbearing walls within the confines of each Unit, may from time to time, be removed or replaced subject to the prior written approval of the Board of Trustees of the Association. In the event a Unit Owner does remove or replace any or all such interior partitions or walls, no amendment of the Amended Master Deed will be necessary or required. No Unit may be partitioned or subdivided without the prior written approval of the holder of any first mortgage loan on such Unit and the Board of Trustees of the Association.

#### 5. DESCRIPTION OF COMMON ELEMENTS

All appurtenances and facilities and other items which are not part of the Units hereinbefore described in Paragraph 4 or hereinafter described in Paragraph 5A shall comprise the Common Elements as graphically shown on Exhibits "B", and "C" (i) to (xviii) aforesaid. The Common Elements shall also include by way of description but not by way of limitation:

- (a) All lands shown on Exhibit "B" aforesaid, whether improved or unimproved;
- (b) All private streets, curbs and sidewalks subject to the easements and provisions set forth in Paragraph 9 hereof;
- (c) Lawn areas, shrubbery, conduits, stairways, chimney, utility lines, subject to the easements and provisions set forth in Paragraph 9 hereof;
- (d) Public connections and meters for gas, if applicable, electricity, telephone and water not owned by the public utility or other agencies providing such services;

- (e) The foundations, columns, girders, beams, exterior or interior, load bearing or main walls not constituting the Unit as set forth in Paragraph 4 hereof;
- (f) Exterior lighting and other facilities necessary to the upkeep and safety of the Buildings and grounds;
- (g) Any easement or other right which may now or hereafter be granted for the benefit of the Unit Owner(s) or others for access to or use of the Common Elements not included within the Condominium or for any other purpose;
- (h) All tangible personal property required for the operation, maintenance, and administration of the Condominium; and
- (i) All other elements or any improvements necessary or convenient to the existence, management, operation, maintenance and safety of the Condominium or normally in common use; and
- (j) All parking spaces shown on Exhibit B(i) and (ii) the use of which shall be designated by the Association pursuant to the By-Laws of the Association.

#### 5A. LIMITED COMMON ELEMENTS

The elevators installed in the building are a "Limited Common Element." The elevators are for the exclusive use of the second and third floor units. The elevators shall be repaired and maintained by the Association. The rest rooms on the first floor are Limited Common Elements" for the exclusive use of the first floor unit owners. The hallways each floor are for the exclusive use of the unit owners whose units are on that floor.

#### 6. ESTATE ACQUIRED, INTEREST IN COMMON ELEMENTS:

##### INTEREST IN COMMON SURPLUS: VOTING AND COMMON EXPENSE

The owner of each Unit shall have such an estate therein as may be acquired by grant, by purchase or by operation of law, including an estate in fee simple, and shall acquire as an appurtenance thereto an undivided percentage interest in the Common Elements of the Condominium, which shall not be divisible from the Unit to which is appertains, as set forth in Exhibit "D" attached hereto and made a part hereof. Said

percentage is expressed as a finite number to avoid an interminable series of digits; the fourth digit has been adjusted to that value which is most nearly correct.

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

The aforesaid percentage interest, shall be used to allocate the burden of common expenses, the division of proceeds, if any, resulting from surplus of the Association, or from any other disposition of the Condominium property.

Said percentage interest of the Unit shall not be utilized for the determination of voting rights of Unit Owners in the Association which shall be based upon one vote for each unit.

**7. COMMON EXPENSE ASSESSMENTS: LIST OF ASSESSMENTS:**

**NOTICE OF ASSESSMENT: CERTIFICATE AS TO PAYMENT**

**AND LIEN FOR ASSESSMENTS**

It shall be an affirmative and perpetual obligation of the Association and its Board of Trustees to fix Common Expense assessments in an amount at least sufficient to maintain the exterior of the aforesaid Building and to maintain and operate the other Common Elements and Limited Common Elements. Such duties and responsibilities are hereby irrevocably delegated to the Board of Trustees of The School House Plaza Condominium Association, Inc., together with all other rights, powers, or duties of the Association or its Board of Trustees set forth in this Amended Master Deed, the Articles of Incorporation or By-Laws of the Association of the Board of Trustees of The School House Plaza Condominium Association, Inc., or as otherwise provided by law. The amount of monies for Common Expenses of the Association deemed necessary by the Trustees and the manner of expenditure thereof shall be a matter for the

sole discretion of the Board.

Annual Assessments shall be made annually, and shall be payable in monthly installments due on the 1st day of each month. The Board shall cause to be prepared, at least thirty (30) days in advance of the due date of each first annual Common Expense installment, a list of the properties and the Common Expenses applicable thereto, which list shall be kept in the office of The School House Plaza Condominium Association, Inc. and shall be open to inspection, upon request, by any Unit Owner. Written notice of the Common Expense assessments shall be sent to every Unit Owner subject thereto.

If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of last year's assessment and any installments on such assessment shall be due upon each installment payment date until changed by an added assessment.

In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time and nothing herein shall prohibit or prevent the Board from imposing a lump sum assessment in the case of any immediate need or emergency.

In addition to the annual assessments hereinbefore authorized, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement or described capital improvement upon or to the Common Elements, including the necessary furniture, fixtures, equipment, and other personal property related thereto, or for any other lawful purpose, provided that any such special Common Expense assessment shall receive the assent of two-thirds (2/3) of all of the votes eligible to be cast by all of the Unit Owners at a meeting duly called for this purpose, written notice of which shall be sent to all Unit Owners at least thirty (30) days in advance, and which notice shall set forth the purpose of the meeting. The due date of any special assessment shall be



fixed in the resolution authorizing such special assessment.

Every Unit Owner, by acceptance of a Deed or other conveyance for a Unit, whether or not it shall be expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association such sums, by way of annual or special Common Expense assessments as are herein or in the By-Laws of the Association more particularly described. Upon the purchase of a Unit, the portion of the then current annual assessment payable by the purchaser shall be an amount which bears the same relationship as the annual assessment period to 365. Such first annual assessment or portion thereof for which a purchaser is liable shall be immediately due upon the closing of title to the purchaser.

The Association shall, upon the request of any Unit Owner liable for a Common Expense assessment, or of the mortgagee of any Unit, furnish to such Unit Owner or mortgagee, a certificate in writing, signed by an officer of the Association, setting forth whether or not such Common Expense assessment has been paid. The Unit Owner may not rely on this certificate as provided in N.J.S.A. 46:8B-21.

No Unit Owner may waive or otherwise void liability for Common Expenses by non-use of the Common Elements or Limited Common Elements. Each assessment shall be a continuing lien upon the Unit against which it was made and shall also be the personal obligation of the Owner of such Unit at the time when the Common Expense assessment falls due, together with such interest thereon 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 foreclosure of a mortgage on real property. Suit to recover a money judgment for unpaid Common Expense assessments may be maintained without having the lien securing the same.

8. COMMON EXPENSES; RESPONSIBILITIES OF OWNERS:

DAMAGE DUE TO NEGLIGENCE, OMISSION OR MISUSE

The annual Common Expense assessments levied by the Association shall be used exclusively for promoting the health, safety, pleasure and welfare of the members of the Association, including, but without limitation, the maintenance and repair of the exterior of the aforesaid Buildings, limited to cleaning, painting and sandblasting of the exterior surfaces and finishes; roof repairs; maintenance, repair and replacement of the Common Elements and Limited Common Elements, and improvements on the property; payment of all taxes and insurance premiums; all costs and expenses incidental to the operation and administration of the Association; and such other items as 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 Common Expense.

Each Unit Owner shall promptly furnish, perform and be responsible or, at his own expense, all of the maintenance, repairs and replacements within his own Unit or any part thereof, including maintenance, repairs and replacements of the plumbing fixtures and systems, heating and air conditioning systems, windows, doors, skylights, stairways, electrical systems and receptacles, breaker boxes, kitchen appliances and equipment, and lighting fixtures within any Unit; except for such maintenance, repairs and replacements as may be required for the functioning of the common plumbing, heating, air conditioning and water supply systems (where applicable) constituting a part of the Common Elements and located within any Unit in the Condominium, which shall be furnished by the Association and those costs for maintenance and repair of the Common Elements as covered in Paragraph 5A hereof. Maintenance, repair, replacement, cleaning and washing of all wallpaper, paint, panelling, floor covering, draperies and window shades or curtains within or outside of any Unit shall be the Owner's responsibility at its sole cost and expense.

If, due to the negligent act or omission or of misuse by Unit Owner, or

a member of his family or household pet, or a guest, occupant, or visitor of a member (whether authorized or unauthorized by the Unit Owner), damage shall be caused to the Common Elements, or to the Limited 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, then such Unit Owner shall pay for such damage and be liable for any damages, liability, costs and expenses, including attorney's fees, caused by or arising out of such circumstances; and such maintenance, repairs and replacements to the Common Elements or Limited Common Elements or the Unit(s) shall be subject to the By-Laws and the rules and regulations of the Association.

#### 9. EASEMENTS

Each Unit Owner, his successors and assigns, shall have the following perpetual easements, with respect to the property:

(a) A non-exclusive easement in, upon, over, under, across and through the Common Elements to keep, maintain, use, operate, repair and replace his Unit in its original position and in every subsequent position to which it changes by reason of the gradual forces of nature and the elements;

(b) An exclusive easement for the existence and continuance of any encroachment by his Unit upon any adjoining Unit or upon any Common Elements, now existing or which may come into existence hereafter as a result of construction, repair, shifting, settlement, movement of any portion of the Buildings or a Unit, or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the Buildings stand;

(c) A non-exclusive easement for ingress and egress to his Unit in, upon, under, over, across and through the Common Elements;

(d) An exclusive easement to use and enjoy the surfaces of the main walls (including any windows, doors, chimneys, balcony, stoops or patio

therein), ceilings and floors contained within his Unit; and to the Limited Common Elements appurtenant to each Unit;

(e) An easement in common with the owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines, cable and master television antenna and other Common Elements located in any of the other Units and serving his Unit; and

(f) A perpetual and non-exclusive easement in, over, and through the Common Elements of the Condominium and to use the roads, walks and common facilities within the Condominium subject to the right of the Association to:

(i) promulgate rules and regulations for the use and enjoyment of the Common Elements;

(ii) suspend the enjoyment and voting rights of any Unit Owner for any period during which any assessment for Common Expenses remains unpaid, or for any period during which any infraction of its published rules and regulations continues, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Unit Owner's obligation to pay the assessment;

(iii) charge admission and other fees for the use of the Common Elements; and

(iv) the rights of the Association to dedicate or transfer all or any part of the Common Elements, other than the Buildings, to any municipal, county, State, Federal or other public agency, authority or utility, for such purposes and subject to such conditions as may be agreed upon by the Unit Owners, provided that any such dedication, transfer or determination as to the purposes of or as to the conditions of such dedication or

transfer shall be authorized by the vote in person or by proxy of two-thirds (2/3) of all of the votes eligible to be cast by all of the Unit Owners of the Association, and unless written notice of the proposed resolution authorizing such action is sent to every Unit Owner at least ninety (90) days in advance of the scheduled meeting, at which such action is taken. A true copy of such resolution together with a certificate of a result of the vote taken therein shall be made and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association, and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Elements other than the Building, prior to the recording thereof in the Office of the Clerk. Such certificate shall be conclusive evidence of authorization by the membership.

Sponsors, its successors and assigns, 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 and Limited Common Elements for the purposes of construction, installation, maintenance and repair of any Units, Common Elements or Limited Common Elements, and for ingress and egress for the use of all roadways, parking areas, and existing and future model Units for sales promotion and exhibition, until the last Unit is closed in the normal course of business. In addition, Sponsor hereby reserves the irrevocable right to enter into, upon, over or under any Unit for such purposes as may be reasonably necessary for the Sponsor or its agents to service any Unit therein, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Unit Owners. In case of an emergency, such right of entry shall be immediate whether the Unit Owner is present at the time or not; and

B. A perpetual, blanket and non-exclusive easement in, upon,

under, across and through the Common Elements and Limited 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 and runoff patterns and systems within the Condominium.

The Property shall also be subject to the following easements:

I. The Association shall have a perpetual, exclusive easement for the existence, continuance, and maintenance of any Common Elements and Limited Common Elements, which presently or may hereafter encroach upon a Unit;

II. The Association, its Board of Trustees, manager or managing agent, shall have the perpetual and non-exclusive right of access to each Unit to inspect same, to remove any violations set forth in the Amended Master Deed, the By-Laws or in any regulations promulgated by the Association, and to perform any operations required in connection with the maintenance, repairs or replacements of or to the Common Elements, Limited Common Elements or any equipment, facilities or fixtures affecting or serving other Unit(s) or the Common Elements; provided that requests for entry are made in advance and that any such entry is a time reasonably convenient to the Unit Owner. In case of any emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not;

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

IV. A blanket, perpetual and non-exclusive easement in, over, across and through the Common Elements and Limited Common Elements for the purpose of installation, maintenance, repair, service or replacement of all sewer, water, power and telephone pipes, lines, mains, conduits, wires, poles, transformers, master television antennas or 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; and

V. A blanket, perpetual and non-exclusive easement and unobstructed ingress and egress in, upon, across and through the Common Elements and Limited Common Elements to the Township of Denville as the case may be, School House Plaza Associates, the Association, their respective officers, agents and employees (but not the public in general) and all police, fire and ambulance personnel in the proper performance of their respective duties, (including but not limited to emergency or other necessary repairs to a Unit which the Unit Owner has failed to perform), and for repair and maintenance of the Common Elements and Limited 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.

10. BY-LAWS & ADMINISTRATION: CHANGES IN DOCUMENTS:  
AND POWER OF ATTORNEY

The administration of the Common Elements and Limited Common Elements of the Condominium and other common facilities shall be by the Association in accordance with the provisions of the Condominium Act, this Amended Master Deed, the Articles of Incorporation, the By-Laws, and of the

other documents, amendments or supplements to the foregoing which may subsequently be required by a bank, mortgage banker or other institutional lender designated by the Sponsor to make mortgage loans on the subject premises, or by any governmental agency having regulatory jurisdiction over the Condominium or by any title insurance company selected by the Sponsor to insure to any Unit(s). Sponsor hereby reserves for itself, its successors and assigns, for a period of two (2) years from the date the first Unit is conveyed, to an individual purchaser or until the last Unit is sold in the normal course of business, whichever occurs first, the right to execute on behalf of all contract purchasers, Unit Owners, mortgagees, other lienholders or parties claiming a legal or equitable interest in the Condominium, any such agreements, documents, amendments or supplements to the above described documents which may be required; provided, however, that no such agreement, document, amendment or supplement shall effect a material, physical modification of a Unit without the prior written consent of the Unit Owner and his mortgagee or adversely affect the priority or validity of a purchase money lien on a Unit sold hereunder, without the prior written consent of the mortgagee or any institutional holder of a first mortgage.

By acceptance of a deed to any Unit or by the acceptance of any other legal or equitable interest in the Condominium, each and every contract purchaser, Unit Owner or occupant, holder of any mortgage or other liens, does automatically and irrevocably name, constitute, appoint and confirm (i) Sponsor, its successors and assigns, as attorney-in-fact for the purpose of executing such amended Master Deed(s) and other instrument(s) necessary to effect the foregoing (provided that such power of attorney may not be used to adversely affect the priority or validity of any lien); and (ii) the Association as attorney-in-fact to acquire title to or lease the same, in the name of the Association or its designees, corporate or otherwise, on behalf of all Unit Owners and to convey, sell, lease, mortgage (but not to vote the votes appurtenant thereto) or otherwise, dispose of any such Units so acquired or to sublease any units so leased by the Association.



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

#### 11. RESTRICTIONS

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

- (a) No Unit, except those Units, owned by the Sponsor and used by it as sales offices, administrative offices or models, shall be used for any purpose other than as a commercial office or a private residence.
- (b) No clothes poles or lines shall be installed or maintained.
- (c) No animals, livestock or poultry of any kind shall be raised, bred, or kept in any Unit, the Common Elements or in the Limited Common Elements. One small dog (under 12 lbs.), cat or small bird is permitted.
- (d) No trailer, tractor, truck (commercial or unregistered), mobile home, recreation vehicle, boat, boat trailer or the like shall be parked overnight, stored or housed on any portion of the property, except within the garage.
- (e) No portion of the Common Elements or Limited Common Elements, or other portion of the property thereof shall be used or maintained for the dumping of rubbish or debris. Trash, garbage or other waste shall be kept in sanitary containers on the property for weekly or more frequent collection.

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

(g) No business, trade or profession shall be conducted in any Unit.

(h) No external or visible radio, television, satellite dish, or any type of communication aerial shall be installed or affixed on or about the exterior of any Building constructed or erected on the Property, or elsewhere on such Property.

(i) No signs of any kind shall be permitted upon a Unit.

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

(k) No Unit Owner or occupant shall build, plant or maintain any matter or thing upon, in, over or under the Common Elements without the prior written consent of the Association.

(l) No Unit Owner or occupant shall burn, chop or cut anything on, over or above the Common Elements or Limited Common Elements.

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

(n) To the extent that equipment, facilities and fixtures within any Unit(s) shall be connected to similar equipment, facilities or fixtures affecting or serving other Unit(s) or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the By-Laws and the Rules and Regulations of the Association as may be

hereafter promulgated.

(o) Nothing shall be done or kept in any Unit or in or upon the Common Elements which will increase the rates of insurance of the Building(s) or the contents thereof beyond the rates applicable for Units, with the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or in or upon the Common Elements or Limited Common Elements which will result in the cancellation of insurance on any Buildings or the contents thereof, or which will be in violation of any law.

(p) No noxious or offensive activities shall be carried on, in or upon the Common Elements or in any such Unit nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the others in the Condominium.

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

(r) Nothing shall be done to any Unit 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) may make any structural additions, alterations or improvements in or to his Unit or in or to the Common Elements, without the prior written approval of the Association. The Board of Trustees of the Association shall have the obligation to answer any written request received by it from a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit within 45 days after receipt of such request, and failure to do so within the stipulated time shall constitute a consent to the proposed structural addition, alteration or improvement. Any application to any municipal authority for a permit to make an addition, alteration or improvement in or to any Unit must be approved by the Association and, if approved, shall be executed by the Board of Trustees of the Association and may then be

submitted by the Unit Owner. Such approval, however, shall not incur any liability on the part of the Association to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The Unit Owner shall furnish to the Association with a copy of any such permit which he has procured. The provisions of this subparagraph (r) shall not apply to Units owned by the Sponsor until such Units have been initially sold and conveyed by the Sponsor. All costs incidental to such approval incurred by the Unit Owner or The Association, including any consultant's fees, shall be paid by applicants.

(s) In good repair, draperies, blinds, curtains or other window coverings must be installed by each Unit Owner on all windows of his Unit and must be maintained in said windows at all times. Any window treatments shall appear "white" from the exterior of the Unit. All windows shall be kept free from objects such as bottles, cans, etc. These provisions shall not apply to the Sponsor.

(t) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably intended and suited which are incident to the use and occupancy of the Units.

(u) No Unit shall be rented by the Owners thereof (except a lender in possession of such Unit following a default in a first mortgage, a foreclosure proceeding or any Deed or other arrangement in lieu of foreclosure) or otherwise utilized for transient or hotel purposes, which shall be defined as "(1) rental for a period of less than twelve (12) months; or (ii) any rental if occupants of the Unit are provided customary hotel services, such as room service for food and beverages, maid service, furnishing laundry or linen and bellboy service," provided, however, that any Unit Owner, including Sponsor, may rent a Unit for a period of not more than ninety (90) days to a contract purchaser. No Unit Owner may lease less than an entire Unit and not to more than two unrelated tenants. Other than the foregoing obligations,

the Unit Owners shall have the right to lease same provided that said lease is in writing and made subject to all provisions of the Amended Master Deed, the By-Laws of the Association and other documents referred to herein, including the right of amendment reserved to Sponsor herein, and provided further that any failure of the tenant to fully comply with the terms and conditions of such documents shall constitute a default under the lease.

In the event a tenant of a Unit defaults under his lease by failure to comply with the provisions of this Amended Master Deed, By-Laws, or Rules and Regulations of the Association, then, in addition to all other remedies which it may have, the Association shall notify the Unit Owner of such default(s) and demand that the same be cured through the Unit Owner's efforts within thirty (30) days after such notice. If such default(s) is not cured within said thirty (30) day period, then the Unit Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against his tenant on account of such default(s). Such action shall not be compromised or settled without the prior consent of the Association. In the event the Unit Owner fails to fulfill the foregoing obligation, then the Association shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Unit Owner, 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 Association in the same manner as the Association 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 Association as his attorney-in-fact for the purposes described in this subparagraph (u).

(v) Each Unit Owner shall have the right to mortgage or encumber his Unit.

(w) All property taxes, special assessments and other charges

imposed by any taxing authority are to be separately assessed against and collected on each Unit as a single parcel, as provided in the New Jersey Condominium Act. In the event that for any year such taxes are not separately taxed to each Unit, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with this proportionate undivided percentage interest in the Common Elements.

(x) Each Unit Owner shall pay for his own telephone and other utilities, if any, which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

#### 12. OBLIGATIONS OF SPONSOR

Until the conveyance of title to the first Unit, the Sponsor shall be solely responsible for all Common Expenses. The Owners of Units to whom title shall have been conveyed shall be responsible for their proportionate share of all Common Expenses. Such share shall be proportional and equal to the Units' percentage interest of all Common Expenses and the Sponsor shall be responsible for payment of any deficits in the Common Expense budget(s).

#### 13. NO PARTITION

Subject to the provisions of the Amended Master Deed, the Articles of Incorporation, 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 though such interest is not expressly mentioned or described in the conveyance or other instrument.

#### 14. COMPLIANCE BY OWNERS: MEMBERSHIP IN THE ASSOCIATION

Each Owner or occupant of a Unit shall comply with, and shall assume ownership or occupancy subject to laws, rules and regulations of

governmental authorities having jurisdiction over the Condominium, the provisions of this Amended Master Deed, the Articles of Incorporation, By-Laws, and Rules and Regulations of the Association and any other documents, amendments or supplements to the foregoing as described in Paragraph 10 hereof, and to the Declaration and By-Laws of School House Plaza Association. Failure to comply with any such provision, rules and regulations shall be grounds for injunctive relief by the Sponsor, School House Plaza Association, and any Unit Owner, and for penalties and other available remedies at law or in equity.

Upon acceptance of a deed to a Unit, each Unit Owner shall automatically become a member of School House Plaza Association and shall be a member for so long as he shall hold legal title to his Unit subject to all provisions of this Amended Master Deed, the Condominium Act, the Articles of Incorporation of the Association, and the By-Laws and Rules and Regulations which may now or hereafter be established for or by the Association, and to the Declaration, the Articles of Incorporation and By-Laws of the Association.

#### 15. DAMAGE, DESTRUCTION OR CONDEMNATION

If any building, improvement or Common Element or any part thereof is damaged or destroyed by fire, casualty or eminent domain, the repair, restoration or ultimate disposition of any funds or proceeds thereby created shall be in accordance with N.J.S.A. 46:8B-24, any insurance proceeds payable to a Unit Owner as a result of damage or destruction to his Unit and/or interest in the Common Elements and Limited Common Elements are thereby assigned and shall be paid to the institutional holder of a first mortgage lien on said Unit for application to the sums secured by said mortgage, with the excess, if any, paid to the Unit Owners.

#### 16. INSURANCE

The Association shall obtain and continue in effect blanket property insurance on the Common Elements in an amount equalling replacement value, and in form satisfactory to any bank, mortgage banker or other

Institutional lender holding first mortgages on a majority of the Units but without prejudice to the right of the Owner of any such Unit to obtain and continue such other amounts of liability insurance as may be required by the provisions of the By-Laws. Premiums for all such insurance coverage except for individual Unit coverage shall be a Common Expense to be included in the monthly assessment for Common Expenses.

#### 17. AMENDMENT OF MASTER DEED

This Amended Master Deed may be amended at any time after the date hereof by a vote of at least two-thirds (2/3) of all Unit Owners at any meeting of the Association duly held in accordance with the provisions of the By-Laws of the Association. The Sponsor shall not be permitted to cast any votes held by it for unsold Units, or interests, for the purpose of amending this Amended Master Deed, the By-Laws, or any other document for the purpose of changing the permitted use of a Unit or interest, or for the purpose of reducing the Common Elements or facilities. Any amendment to this Amended Master Deed must be in writing and recorded in the Office of the County Register or Clerk, as the case may be, in the same manner as this Amended Master Deed.

The foregoing notwithstanding, this Amended Master Deed may not be amended to change the use of the commercial or residential portions of the condominium to another use (which shall be municipally permitted) without the unanimous consent of affected unit owners. Specifically, no commercial unit may be changed to residential use without the unanimous consent of all commercial unit owners. No residential use may be changed to commercial use without the unanimous consent of all residential unit owners. No commercial or residential unit may be changed to any use other than commercial or residential without the unanimous consent of all unit owners.

#### 18. ENFORCEMENT

Enforcement of this Amended Master Deed shall be by any appropriate proceeding at law or equity in any court or administrative tribunal having jurisdiction against any person or persons, firm or corporation violating or attempting to violate or circumvent any covenant, 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, and failure by the School House Plaza Condominium Association, Inc. or any member to enforce any covenant herein contained or any period of time shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same.

In the event the Condominium is not maintained in reasonable order and condition, the Township of Denville shall have the right to enter upon and maintain the Condominium in accordance with the provisions of N.J.S.A. 40:55D-43(b). The cost of such maintenance by the municipality shall be assessed pro rata against the Owners of such unit affected thereby and shall become a lien and tax on each such Unit, and shall be enforceable by the Township of Denville in the manner provided by the law with respect to the real estate taxes assessed directly against each such Unit.

Further, the Township of Denville shall have a continuing lien against each such Unit for its pro rata share of all real estate taxes due and payable to the Township of Denville for real estate taxes assessed against the Condominium. Such lien shall be apportioned in accordance with percentage interest in the manner provided by law with respect to the real estate taxes assessed directly against each such unit.

#### 19. INVALIDITY

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

#### 20. WAIVER

No provision contained in this Amended Master Deed shall be deemed to

have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

#### 21. GENDER

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

#### 22. RULE AGAINST PERPETUITIES

If any provision of this Amended Master Deed or the By-Laws attached hereto as Exhibit "E" 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 Robert F. Kennedy, deceased, former Senator of the State of New York, plus twenty-one (21) years thereafter.

#### 23. RIGHTS RESERVED TO SPONSOR

Anything to contrary herein or in the Articles of Incorporation or By-Laws of the Association notwithstanding, Sponsor hereby reserves for itself, its successors and assigns, for so long as it owns one or more Units in the Condominium, or for a period of three (3) years from the date hereof or until the last Unit has been conveyed in the regular or normal course of business, whichever is later, the right to sell, lease, mortgage, or sublease any unsold Units within the Condominium.

#### 24. DURATION

The covenants and restrictions set forth in Section 11 of this Amended Master Deed 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 School House Plaza Condominium Association, Inc. and the owners of any land subject to this Amended Master Deed, their respective successors, assigns, heirs, executors, administrators, and personal representatives, for a period of forty years from the date of this Amended Master Deed is

recorded in the office of the Clerk of Morris County , 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 2/3 of the Owners at the time of the expiration of the initial period, or of any extension period, shall sign an instrument or instruments, 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 Township of Denville, (or such municipal corporation as may then having zoning and subdivision control jurisdiction over the Properties).

#### 25. REVOCATION OF MASTER DEED

This Amended Master Deed may be revoked, and the condominium may be removed from the provisions of the Condominium Act (N.J.S.A. 46:8B-1 et seq.) by the agreement of unit owners of units to which at least eighty (80%) per cent of the votes in School House Plaza Association are allocated, or the sole owner of the property, and recorded in the Office of the Clerk of Morris County.

#### 26. MISCELLANEOUS

While the Developer maintains control of the executive board, he shall take no action which adversely affects a homeowners rights under N.J.A.C. 5:25-5.5. Claims relative to defects in common elements shall be processed in accordance with N.J.A.C. 5:25-5.5.

Nothing herein contained shall be construed to prohibit the reasonable adaptation of any unit for handicap use.

27. EXHIBITS

Attached hereto and made a part hereof are the following Exhibits:

Exhibit "A" - Metes & Bounds Description of the Property.

Exhibit "B" - Final Site Plan of the Property.

Exhibit "C" - Cross Section drawings of all Floors; and consisting of  
Pages (i) to (xviii).

Exhibit "D" - Schedule of Percentage of Interest in Common Elements.

Exhibit "E" - By-Laws of The School House Plaza Condominium Association,  
Inc..

Exhibit "F" - Articles of Incorporation of School House Plaza  
Condominium Association, Inc..

Exhibit "G" - Schedule of Maintenance Charge Allocations

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

SCHOOL HOUSE PLAZA ASSOCIATES,  
a New Jersey Partnership

By: \_\_\_\_\_  
Philip Kushner, Partner

STATE OF NEW JERSEY

ss:

COUNTY OF ESSEX

I am John R. Dusenberre an officer authorized to take acknowledgements  
and proofs in this State. I sign this acknowledgement below to certify  
that it was made before me.

On May 26, 1987, Philip Kushner, appeared before me in person. (If more  
than one person appears the word "this person" shall include all persons  
named who appeared before the officer and made this acknowledgement.) I

am satisfied that this person is the person named in and who signed this Amended Master Deed as a partner of School House Plaza Associates. This person acknowledged signing, sealing, and delivering this Deed as this person's act and deed for the uses and purposes expressed in this Amended Master Deed.

---

John R. Dusenberre  
An Attorney at Law of the  
State of New Jersey

EXHIBIT "A" DESCRIPTION  
SCHOOL HOUSE PLAZA

The property consists of the land and all the buildings and structures in the land in the Township of Denville, County of Morris and State of New Jersey. The legal description is:

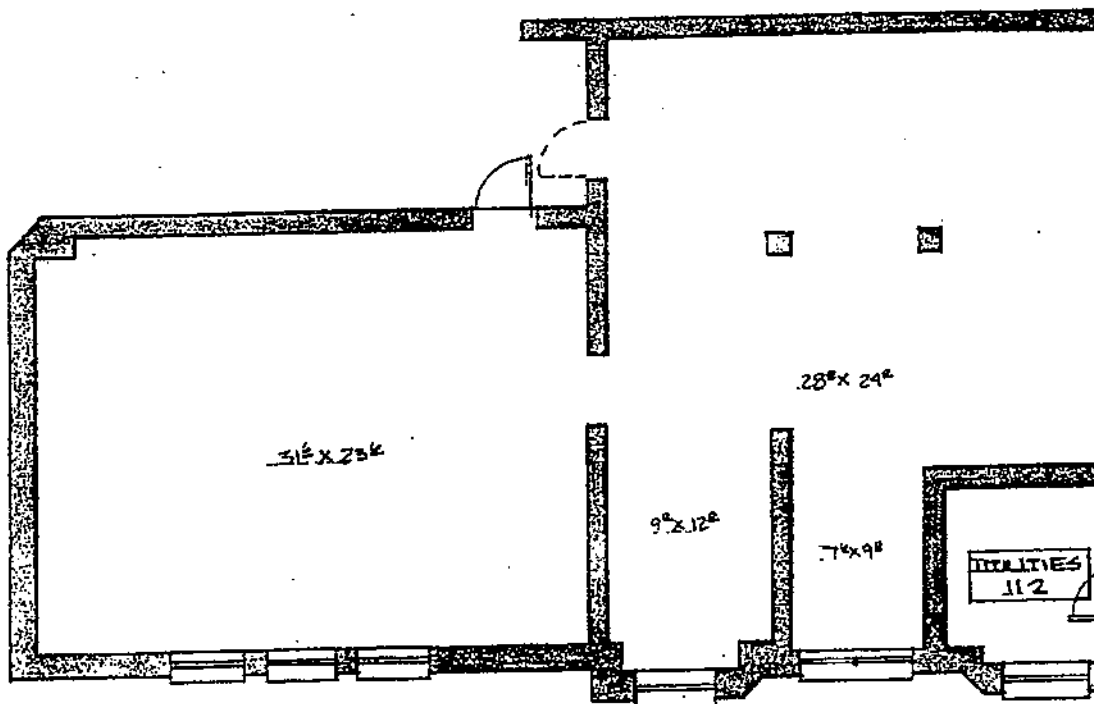
BEGINNING at the point of intersection formed by the southwesterly side line of Hall Avenue (formerly Railroad Avenue) with the northwesterly side line of Denville Avenue and runs, thence

1. Along the northwesterly side line of Denville Avenue, South 27 degrees 20 minutes West 249.83 feet to a point therein and a corner common to Lots 1 and 10 in Block 30703 on the Official Tax Map of Denville Township; thence
2. Along the dividing line between said Lots 1 and 10 and continuing in a straight line along the dividing line between Lot 1 and 2 on said Tax Map, North 63 degrees 08 minutes West 310.33 feet to the southeasterly side of East Main Street, Route 53; thence
3. Along the southeasterly side line thereof, North 23 degrees 07 minutes, East 51.20 feet to an angle point therein; thence
4. Still along the same, North 32 degrees 10 minutes East, 145.37 feet to another angle point therein; thence
5. Still along the same, North 38 degrees 32 minutes East 55.12 feet to the point of intersection formed by said southeasterly side line of East Main Street, Route 53 with the southwesterly side line of the above mentioned Hall Avenue; thence
6. Along the southwesterly side line of Hall Avenue, South 63 degrees 08 minutes East 282.14 feet to the point or place of BEGINNING.



EXHIBIT "C" FLOOR PLANS



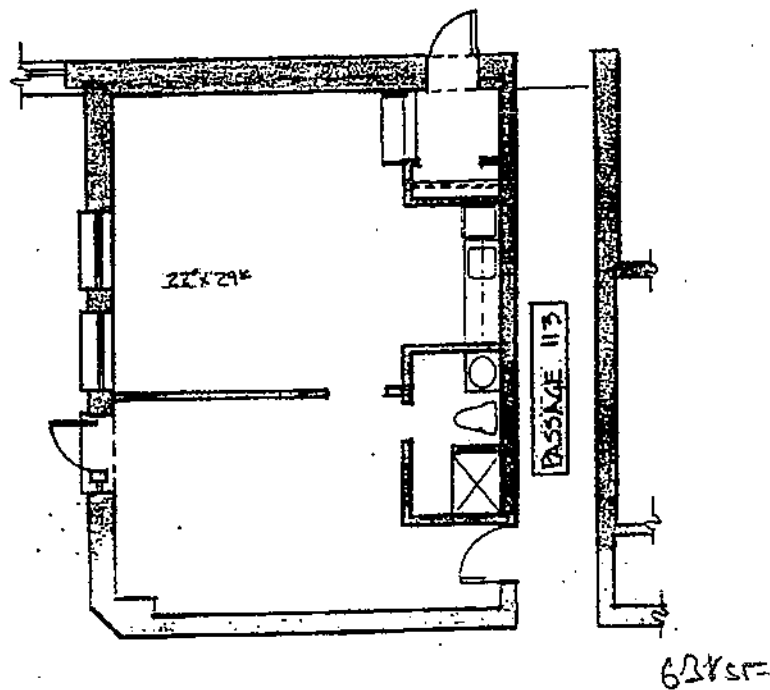


63  
 64  
 108  
 713  
 -----  
 1554 SF

SCHOOL HOUSE PLAZA

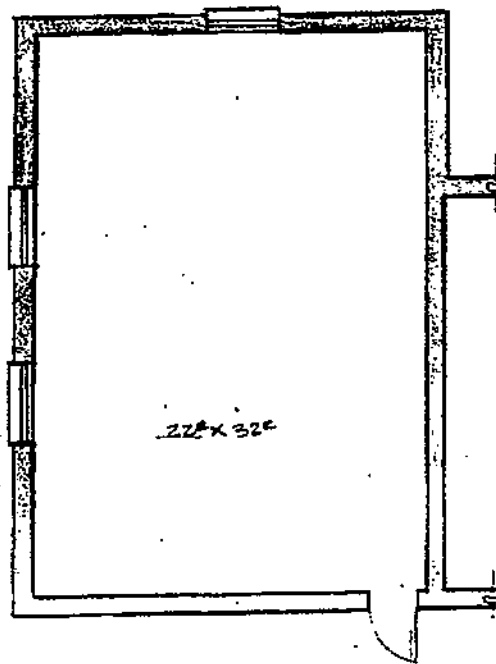
4-17-01

Exhibit C(1)



SCHOOL HOUSE PLAZA  
UNIT #102

Exhibit C(ii)

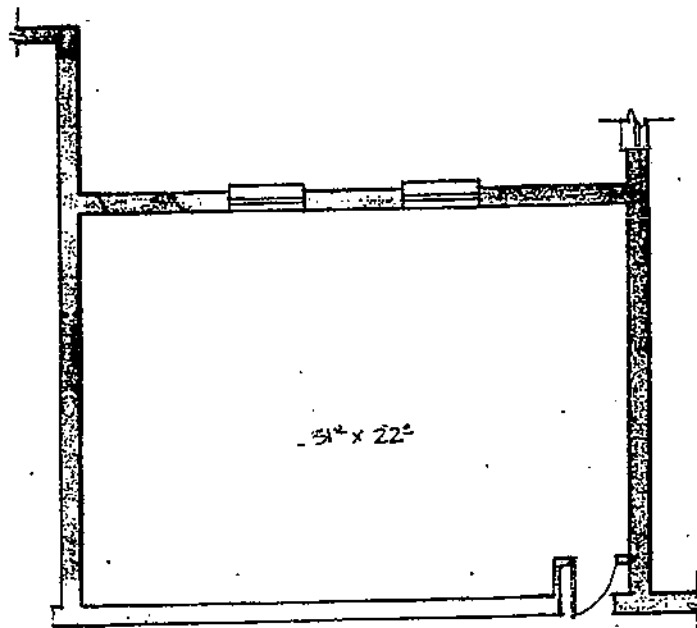


70435

SCHOOL HOUSE PLAZA

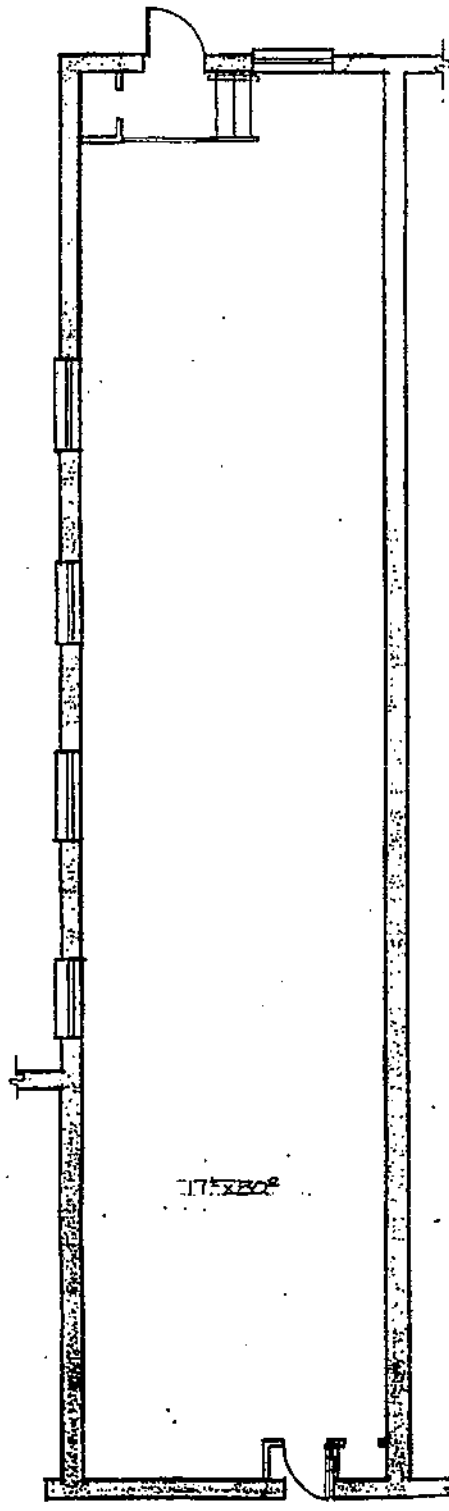
UNIT #103

Exhibit C(iii)



682 SF

SCHOOL HOUSE PLAZA  
UNIT # 104

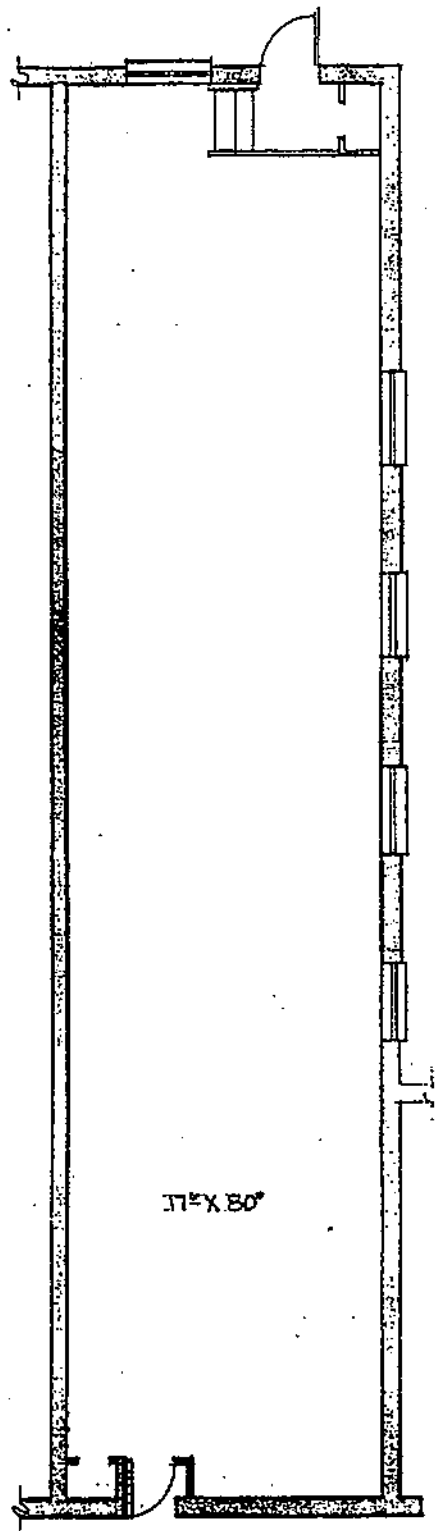


1360 SF

Exhibit C(v)

SCHOOL HOUSE PLAZA

UNIT 105

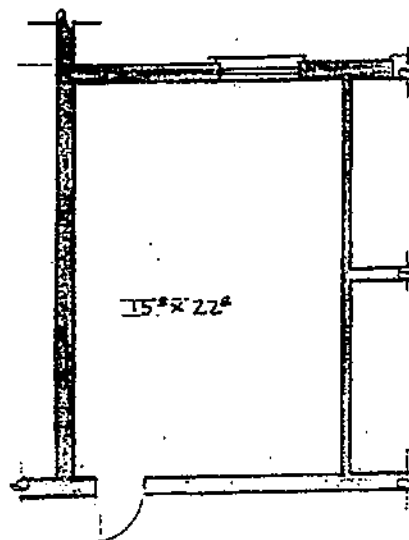


136D SE

Exhibit C(vi)

SCHOOL HOUSE PLAZA

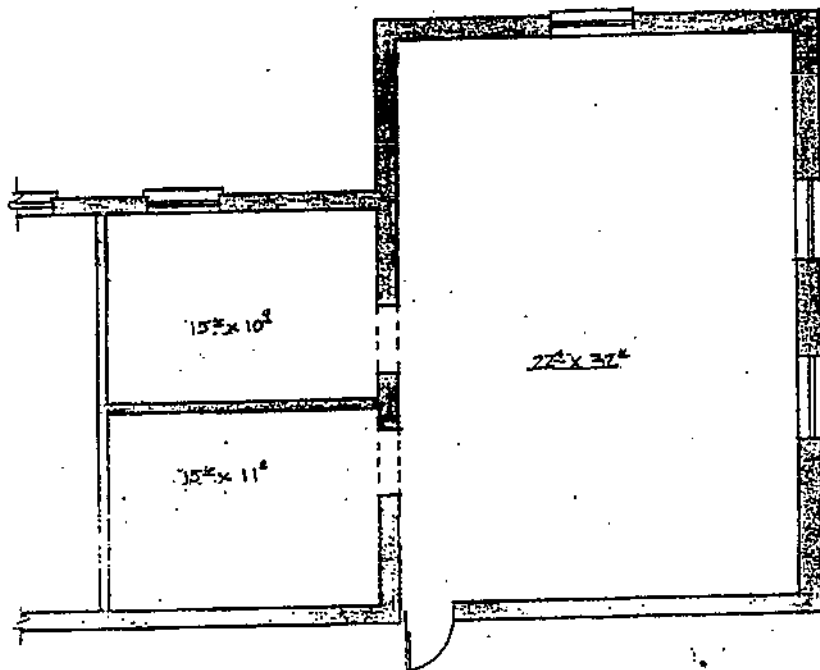
UNIT # 106



330 SF

SCHOOL HOUSE PLAZA  
UNIT # 107

Exhibit C(vii)

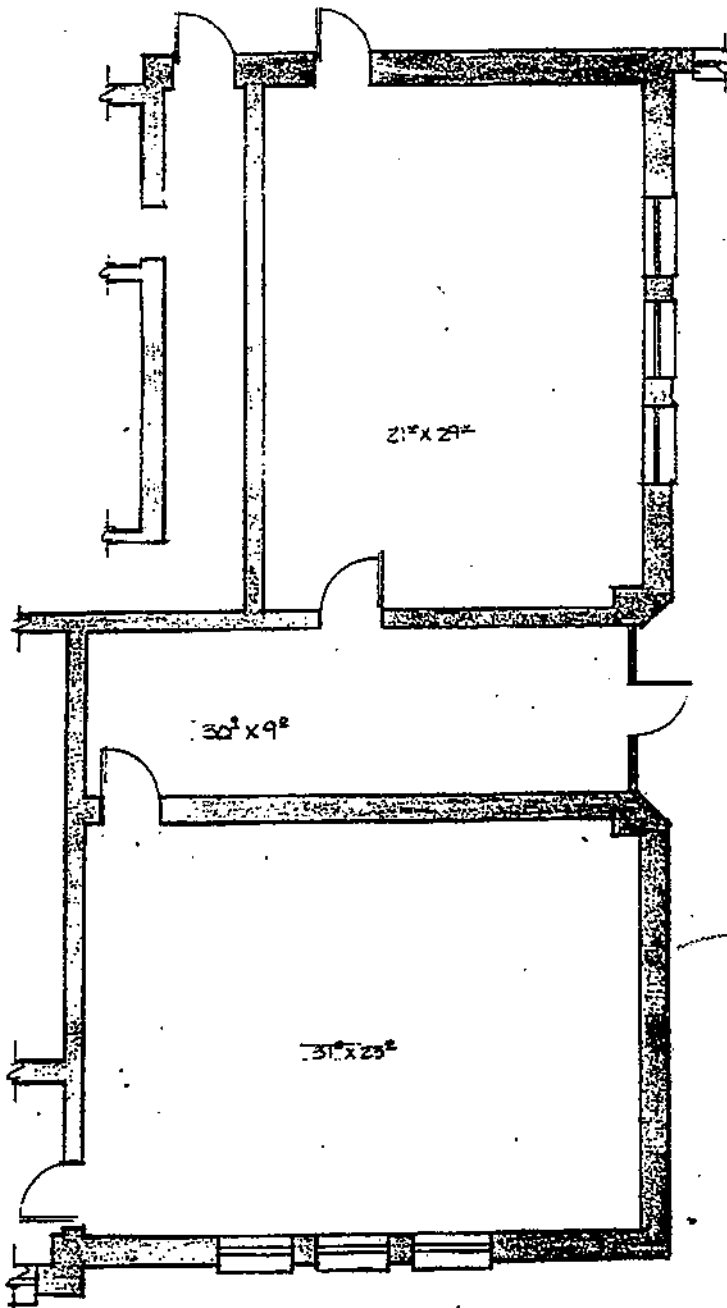


SCHOOL HOUSE PLAZA  
UNIT # 108

704  
150  
165  
101915

Exhibit C(xiii)





609  
270  
713  
1592 SF

SCHOOL HOUSE PLAZA

UNIT # 69

NOV 20 11 4 4 PM '11

NOV 20 11 4 4 PM '11

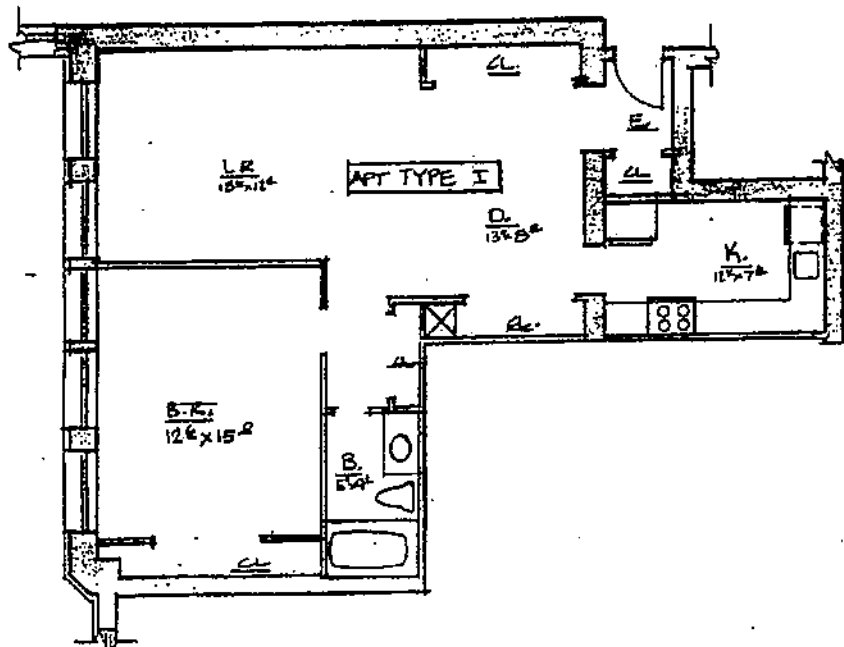


Exhibit C(x)

# SCHOOL HOUSE PLAZA

APARTMENTS #201/301

NO. 10.11.12.13.14.15.16.17.18.19.20.21.22.23.24.25.26.27.28.29.30.31.32.33.34.35.36.37.38.39.40.41.42.43.44.45.46.47.48.49.50.51.52.53.54.55.56.57.58.59.60.61.62.63.64.65.66.67.68.69.70.71.72.73.74.75.76.77.78.79.80.81.82.83.84.85.86.87.88.89.90.91.92.93.94.95.96.97.98.99.100.101.102.103.104.105.106.107.108.109.110.111.112.113.114.115.116.117.118.119.120.121.122.123.124.125.126.127.128.129.130.131.132.133.134.135.136.137.138.139.140.141.142.143.144.145.146.147.148.149.150.151.152.153.154.155.156.157.158.159.160.161.162.163.164.165.166.167.168.169.170.171.172.173.174.175.176.177.178.179.180.181.182.183.184.185.186.187.188.189.190.191.192.193.194.195.196.197.198.199.200.201.202.203.204.205.206.207.208.209.210.211.212.213.214.215.216.217.218.219.220.221.222.223.224.225.226.227.228.229.230.231.232.233.234.235.236.237.238.239.240.241.242.243.244.245.246.247.248.249.250.251.252.253.254.255.256.257.258.259.260.261.262.263.264.265.266.267.268.269.270.271.272.273.274.275.276.277.278.279.280.281.282.283.284.285.286.287.288.289.290.291.292.293.294.295.296.297.298.299.300.301.302.303.304.305.306.307.308.309.310.311.312.313.314.315.316.317.318.319.320.321.322.323.324.325.326.327.328.329.330.331.332.333.334.335.336.337.338.339.340.341.342.343.344.345.346.347.348.349.350.351.352.353.354.355.356.357.358.359.360.361.362.363.364.365.366.367.368.369.370.371.372.373.374.375.376.377.378.379.380.381.382.383.384.385.386.387.388.389.390.391.392.393.394.395.396.397.398.399.400.401.402.403.404.405.406.407.408.409.410.411.412.413.414.415.416.417.418.419.420.421.422.423.424.425.426.427.428.429.430.431.432.433.434.435.436.437.438.439.440.441.442.443.444.445.446.447.448.449.450.451.452.453.454.455.456.457.458.459.460.461.462.463.464.465.466.467.468.469.470.471.472.473.474.475.476.477.478.479.480.481.482.483.484.485.486.487.488.489.490.491.492.493.494.495.496.497.498.499.500.501.502.503.504.505.506.507.508.509.510.511.512.513.514.515.516.517.518.519.520.521.522.523.524.525.526.527.528.529.530.531.532.533.534.535.536.537.538.539.540.541.542.543.544.545.546.547.548.549.550.551.552.553.554.555.556.557.558.559.560.561.562.563.564.565.566.567.568.569.570.571.572.573.574.575.576.577.578.579.580.581.582.583.584.585.586.587.588.589.590.591.592.593.594.595.596.597.598.599.600.601.602.603.604.605.606.607.608.609.610.611.612.613.614.615.616.617.618.619.620.621.622.623.624.625.626.627.628.629.630.631.632.633.634.635.636.637.638.639.640.641.642.643.644.645.646.647.648.649.650.651.652.653.654.655.656.657.658.659.660.661.662.663.664.665.666.667.668.669.670.671.672.673.674.675.676.677.678.679.680.681.682.683.684.685.686.687.688.689.690.691.692.693.694.695.696.697.698.699.700.701.702.703.704.705.706.707.708.709.710.711.712.713.714.715.716.717.718.719.720.721.722.723.724.725.726.727.728.729.730.731.732.733.734.735.736.737.738.739.740.741.742.743.744.745.746.747.748.749.750.751.752.753.754.755.756.757.758.759.760.761.762.763.764.765.766.767.768.769.770.771.772.773.774.775.776.777.778.779.780.781.782.783.784.785.786.787.788.789.790.791.792.793.794.795.796.797.798.799.800.801.802.803.804.805.806.807.808.809.810.811.812.813.814.815.816.817.818.819.820.821.822.823.824.825.826.827.828.829.830.831.832.833.834.835.836.837.838.839.840.841.842.843.844.845.846.847.848.849.850.851.852.853.854.855.856.857.858.859.860.861.862.863.864.865.866.867.868.869.870.871.872.873.874.875.876.877.878.879.880.881.882.883.884.885.886.887.888.889.890.891.892.893.894.895.896.897.898.899.900.901.902.903.904.905.906.907.908.909.910.911.912.913.914.915.916.917.918.919.920.921.922.923.924.925.926.927.928.929.930.931.932.933.934.935.936.937.938.939.940.941.942.943.944.945.946.947.948.949.950.951.952.953.954.955.956.957.958.959.960.961.962.963.964.965.966.967.968.969.970.971.972.973.974.975.976.977.978.979.980.981.982.983.984.985.986.987.988.989.990.991.992.993.994.995.996.997.998.999.1000.1001.1002.1003.1004.1005.1006.1007.1008.1009.1010.1011.1012.1013.1014.1015.1016.1017.1018.1019.1020.1021.1022.1023.1024.1025.1026.1027.1028.1029.1030.1031.1032.1033.1034.1035.1036.1037.1038.1039.1040.1041.1042.1043.1044.1045.1046.1047.1048.1049.1050.1051.1052.1053.1054.1055.1056.1057.1058.1059.1060.1061.1062.1063.1064.1065.1066.1067.1068.1069.1070.1071.1072.1073.1074.1075.1076.1077.1078.1079.1080.1081.1082.1083.1084.1085.1086.1087.1088.1089.1090.1091.1092.1093.1094.1095.1096.1097.1098.1099.1100.1101.1102.1103.1104.1105.1106.1107.1108.1109.1110.1111.1112.1113.1114.1115.1116.1117.1118.1119.1120.1121.1122.1123.1124.1125.1126.1127.1128.1129.1130.1131.1132.1133.1134.1135.1136.1137.1138.1139.1140.1141.1142.1143.1144.1145.1146.1147.1148.1149.1150.1151.1152.1153.1154.1155.1156.1157.1158.1159.1160.1161.1162.1163.1164.1165.1166.1167.1168.1169.1170.1171.1172.1173.1174.1175.1176.1177.1178.1179.1180.1181.1182.1183.1184.1185.1186.1187.1188.1189.1190.1191.1192.1193.1194.1195.1196.1197.1198.1199.1200.1201.1202.1203.1204.1205.1206.1207.1208.1209.1210.1211.1212.1213.1214.1215.1216.1217.1218.1219.1220.1221.1222.1223.1224.1225.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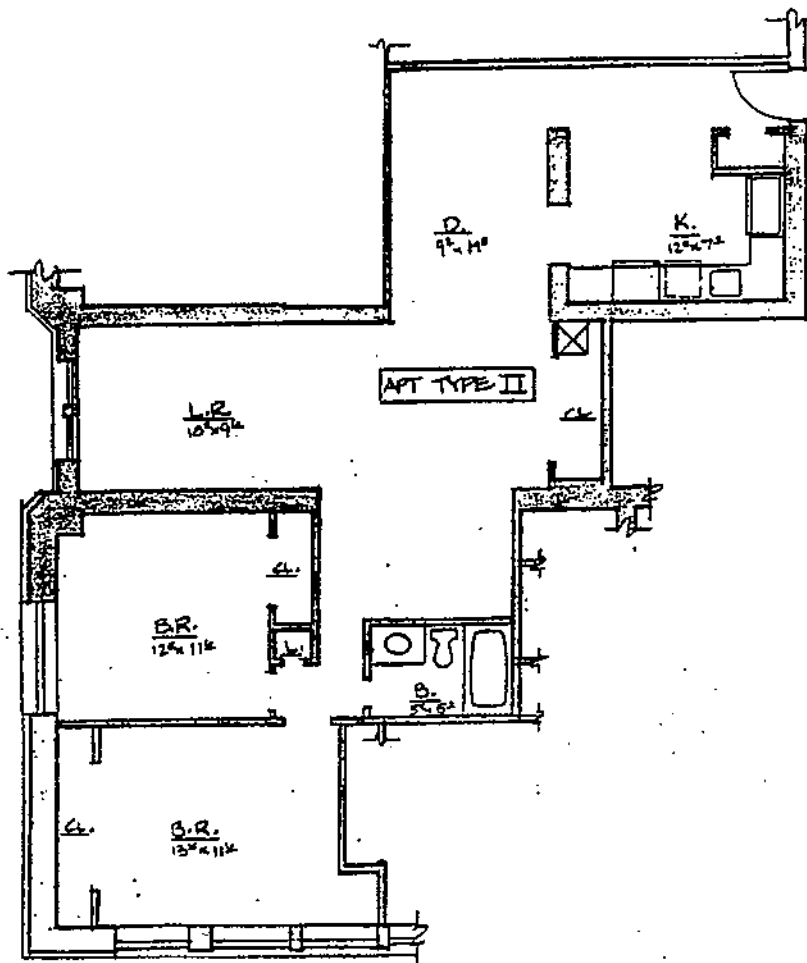


Exhibit C(xi).

# SCHOOL HOUSE PLAZA

APARTMENTS # 202/302

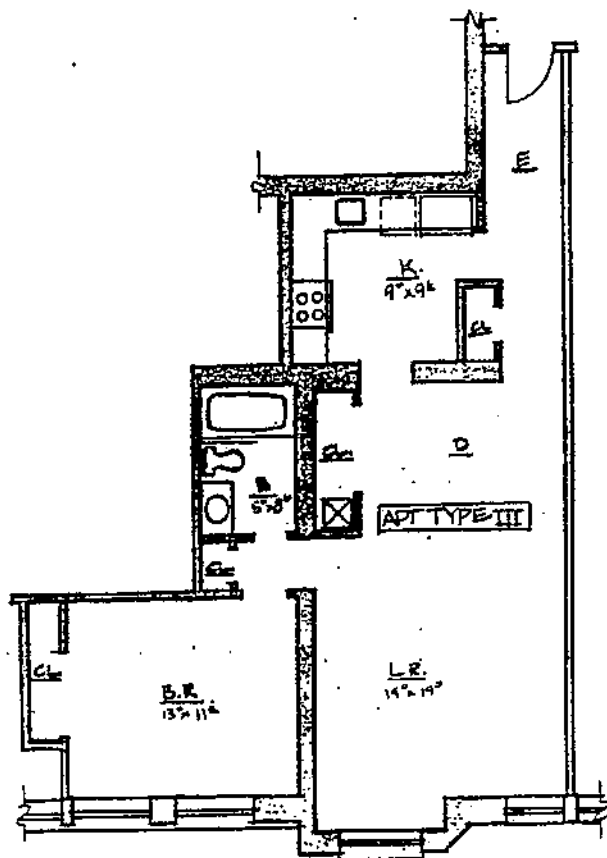


Exhibit C(xii)

SCHOOL HOUSE PLAZA

APARTMENTS \* 203/303

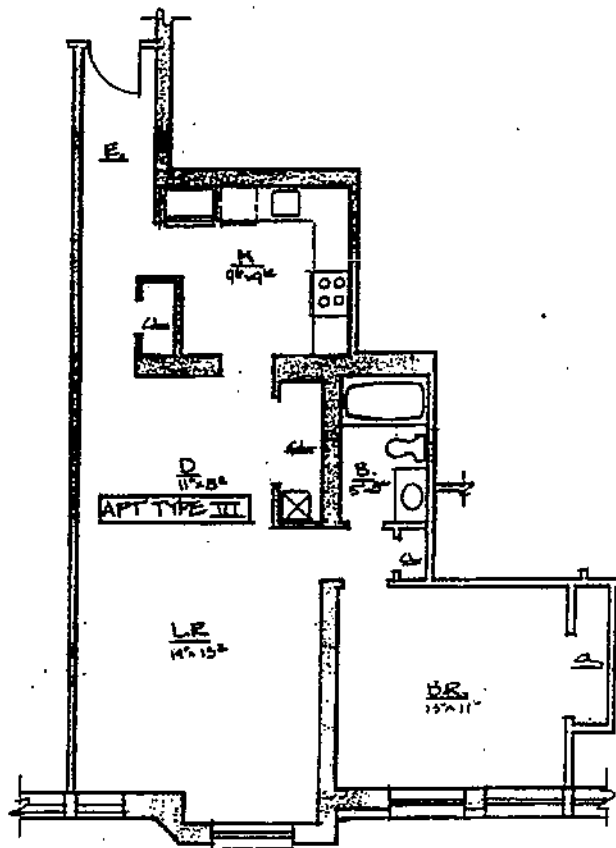
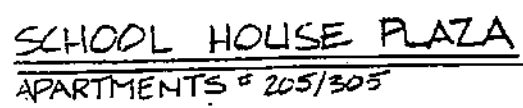
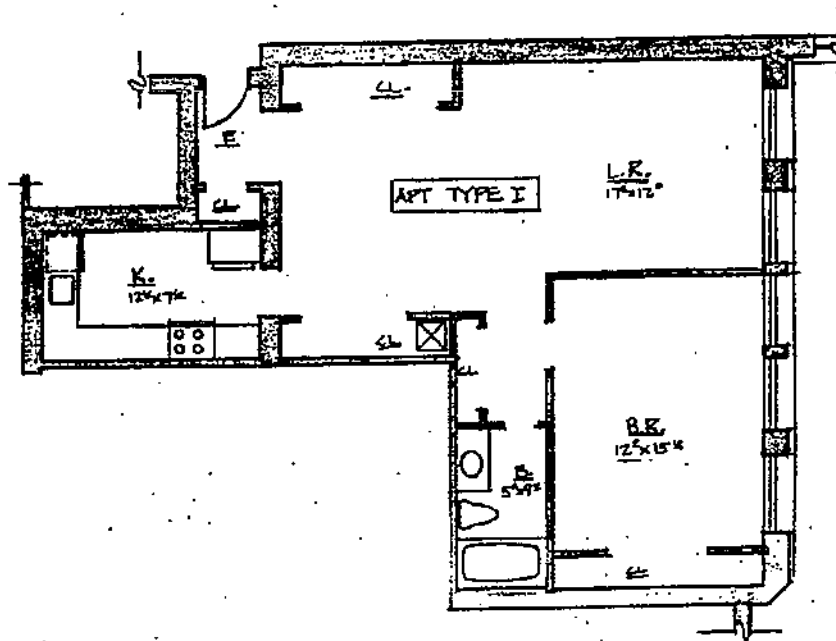


Exhibit C(xiii)

SCHOOL HOUSE PLAZA  
 APARTMENTS # 204/304



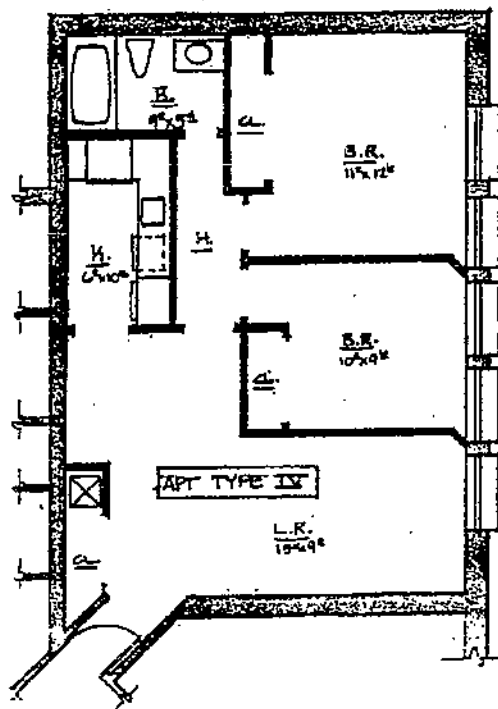
800.29-44 PCE 49



# SCHOOL HOUSE PLAZA

APARTMENTS #206/306

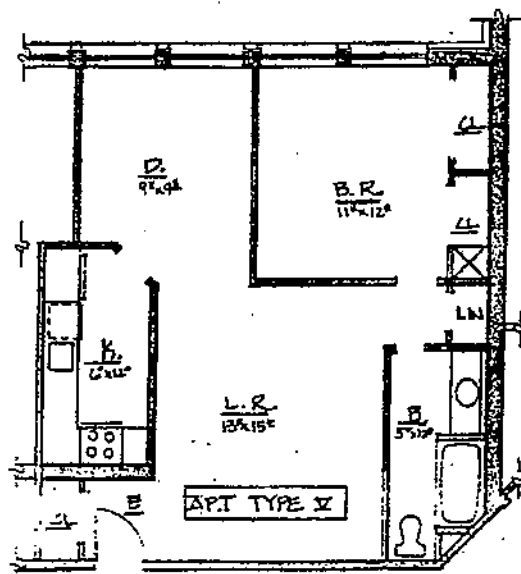
Exhibit C(xv)



SCHOOL HOUSE PLAZA  
 207/707

Exhibit C(xvii)





SCHOOL HOUSE PLAZA

205/305

Exhibit C(vxii)

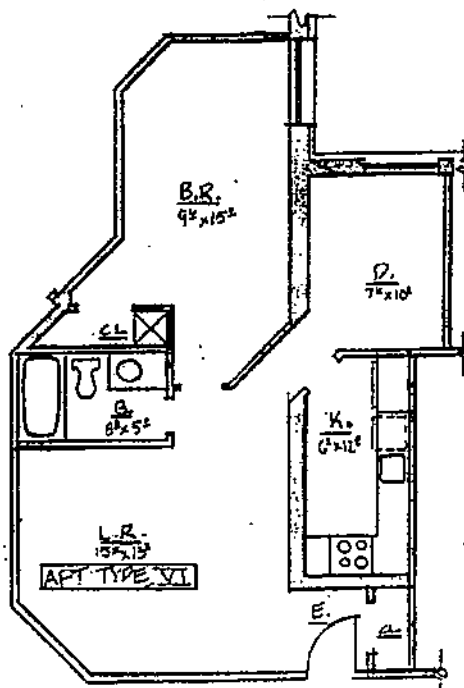


Exhibit C(xviii)

# SCHOOL HOUSE PLAZA

APARTMENTS # 209/309

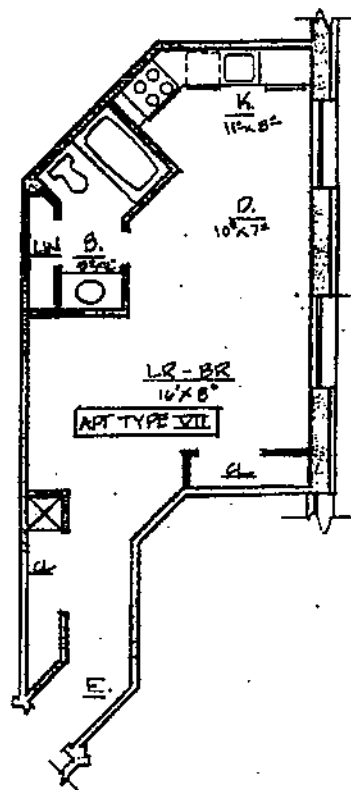


Exhibit C(xix)

# SCHOOL HOUSE PLAZA

APARTMENT #210

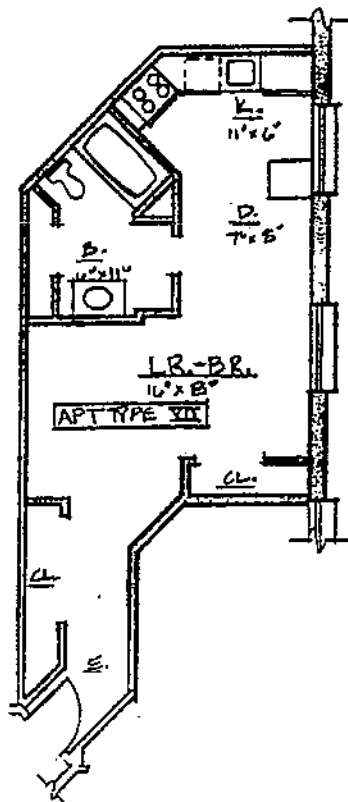


Exhibit C(x)

# SCHOOL HOUSE PLAZA

APARTMENT 310

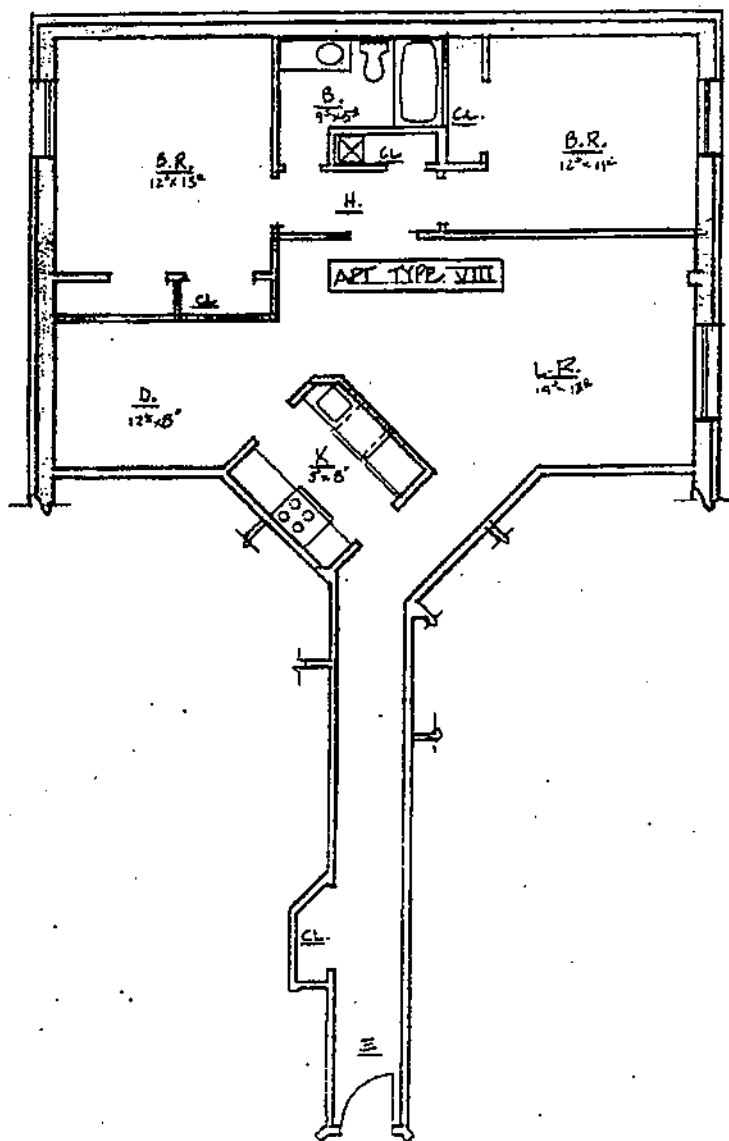


Exhibit C(oxi)

SCHOOL HOUSE PLAZA  
APARTMENTS #211/311

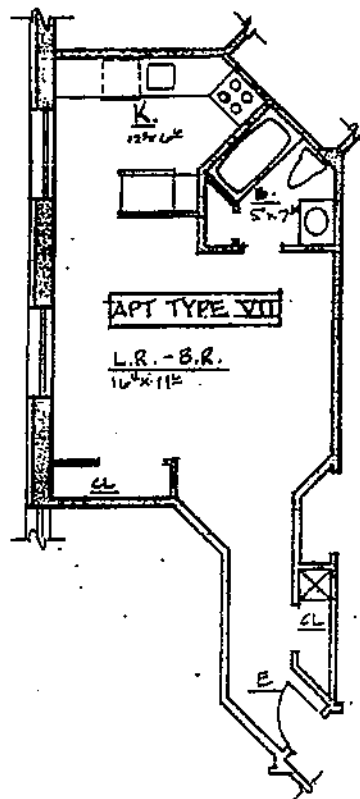
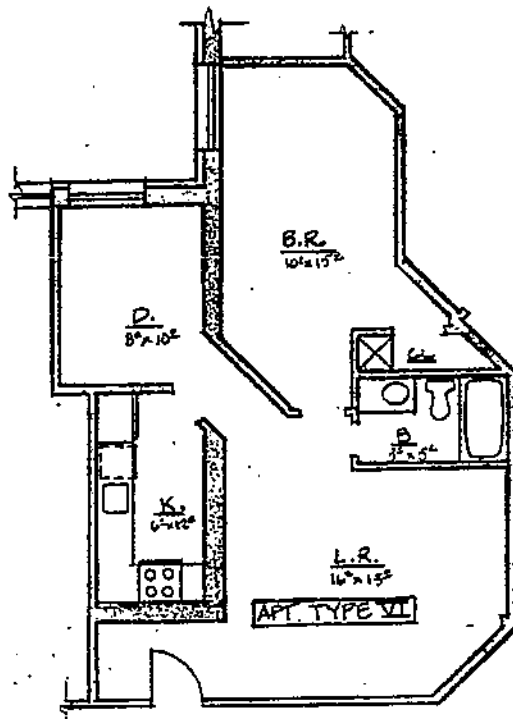


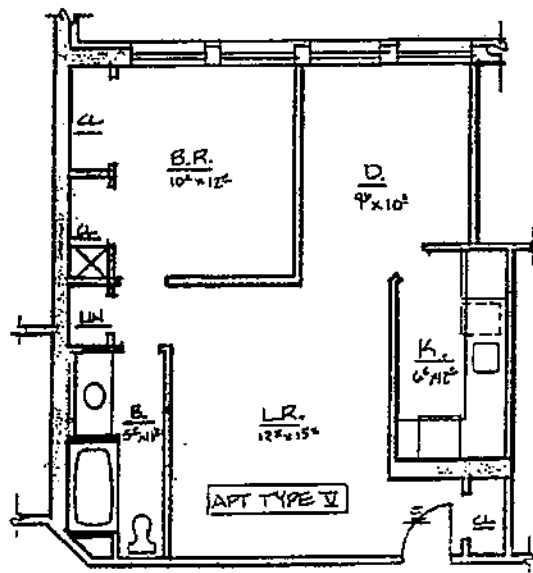
Exhibit C(xcii)

SCHOOL HOUSE PLAZA



SCHOOL HOUSE PLAZA  
APARTMENT # 213/313

Exhibit C(xciii)



# SCHOOL HOUSE PLAZA

APARTMENT # 219/319

Exhibit C(xxiv)



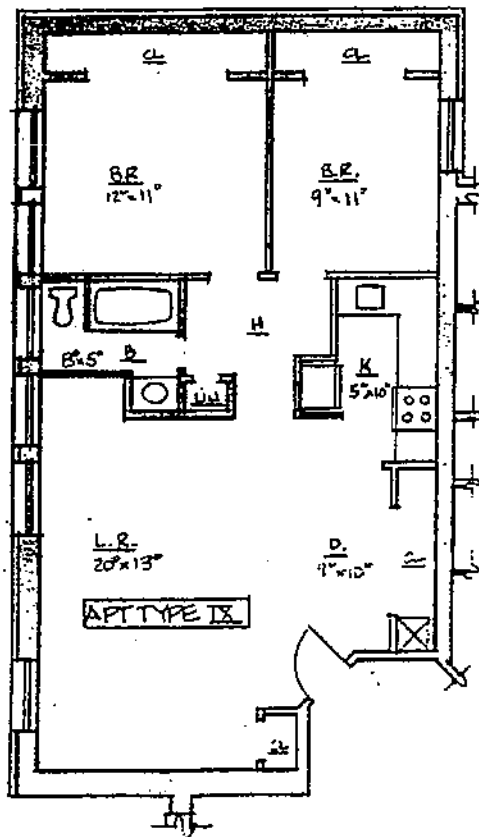


Exhibit C(xov)

# SCHOOL HOUSE PLAZA APARTMENTS # 215/315

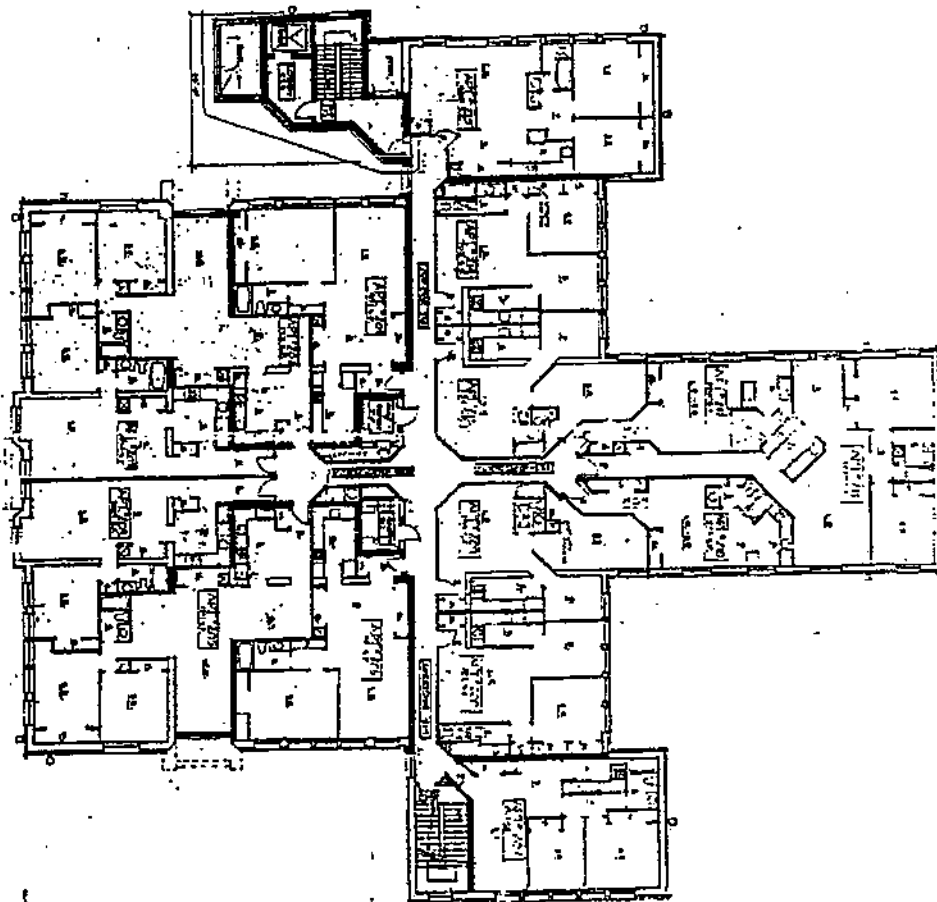


Exhibit C  
(xxvii)

*Handwritten signature*



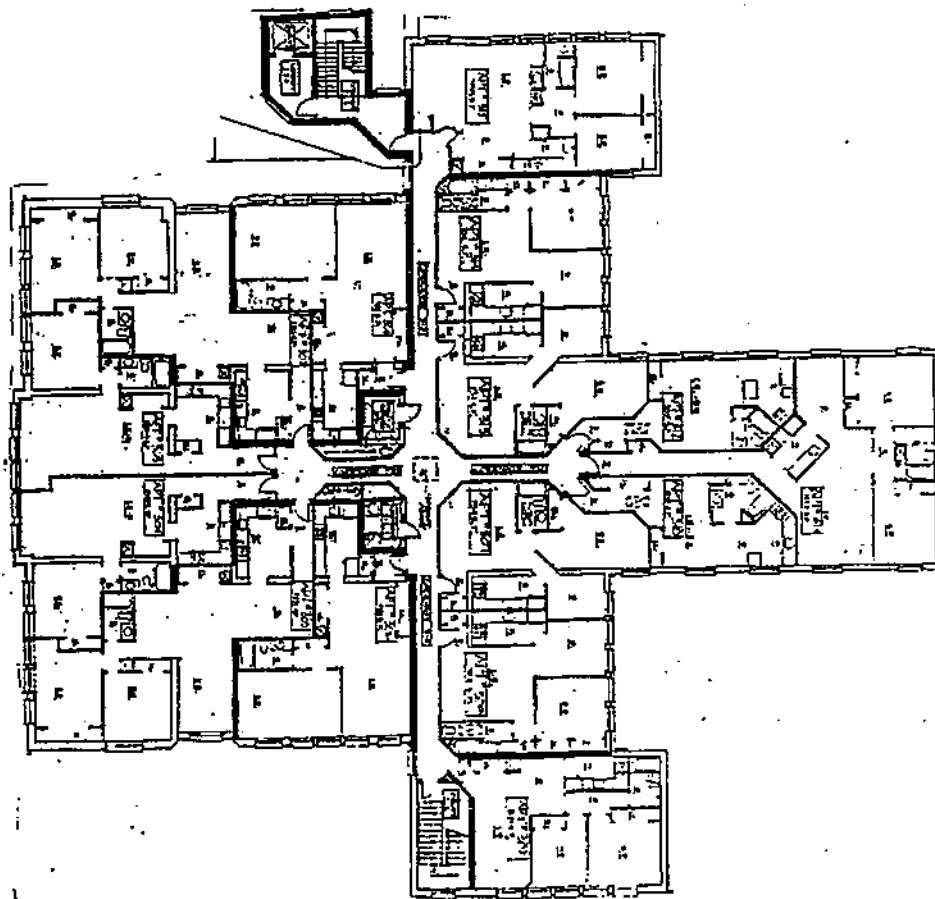


Exhibit C  
(xxviii)

*Handwritten signature*

EXHIBIT "C"  
Note to Floor Plans

1. The elevators are for the exclusive use of the second and third floor units.
2. The rest rooms shown on the first floor are for the exclusive use of the first floor unit owners.

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## EXHIBIT "D"

UNIT #	TYPE OF UNIT	SQUARE FOOTAGE	% OF COMMON ELEMENTS
101		2,199	5.9200
102		758	2.0407
103		763	2.0541
104		767	2.0649
105		1,579	4.2509
106		1,579	4.2509
107		383.5	1.0324
108		1,146.5	3.0866
109		1,928	5.1905
		<u>17,145</u>	
201	I	981	2.6410
202	II	1,211	3.2602
203	III	884	2.3799
204	III	884	2.3799
205	II	1,211	3.2602
206	I	981	2.6410
207	IV	821	2.2103
208	V	702	1.8899
209	VI	734	1.9760
210	VII	508	1.3676
211	VIII	1,175	3.1633
212	VII	505	1.3595
213	VI	734	1.9760
214	V	702	1.8899
215	IX	988	2.6598
301	I	981	2.6410
302	II	1,211	3.2602
303	III	884	2.3799
304	III	884	2.3799
305	II	1,211	3.2602
306	I	981	2.6410
307	IV	821	2.2103
308	V	702	1.8899
309	VI	734	1.9760
310	VII	508	1.3676
311	VIII	1,175	3.1633
312	VII	505	1.3595
313	VI	734	1.9760
314	V	702	1.8899
315	IX	988	2.6598
		<u>37,145</u>	<u>100.0000%</u>

**MASTER DEED  
EXHIBIT "G"**

**Schedule of Maintenance Charge Allocations**

Each Unit Owner shall pay a monthly maintenance charge to The School House Plaza Condominium Association, Inc. The monthly charge is based upon this Schedule of Maintenance Charges, and is also referred to in Exhibit "D" of the Public Offering Statement. Based upon the Estimated Budget for the first year, the monthly charges are calculated as follows:

Annual Expenses (\$81,540.00) divided by 3 equals the one-third amount chargeable to the commercial units (\$27,180.00), and two-thirds of the Annual Expenses (\$54,360.00) chargeable to the residential units. The individual unit share is then calculated by taking that unit's percentage shown on this Schedule (not its percentage interest in the Common Elements shown on Exhibit "D" of the Amended Master Deed) and multiplying that amount times the above amount chargeable to that type of unit, divided by twelve (12) = Monthly Charge. The percentage allocation attributable to each of the units is as follows:

<u>Residential Units</u>	
<u>Unit No.</u>	<u>Monthly Charge</u>
201	3.42163
202	4.08389
203	3.42163
204	3.42163
205	4.08389
206	3.42163
207	3.75276
208	2.98013
209	2.98013
210	2.31788
211	4.08389
212	2.31788
213	2.98013
214	2.98013
215	3.75276
301	3.42163
302	4.08389
303	3.42163
304	3.42163
305	4.08389
306	3.42163
307	3.75276
308	2.98013
309	2.98013
310	2.31788
311	4.08389
312	2.31788
313	2.98013
314	2.98013
315	3.75276
	<u>100.00000%</u>

<u>Commercial Units</u>	
<u>Unit #</u>	<u>Monthly Charge</u>
101	19.77925
102	6.88742
103	6.88742
104	6.88742
105	14.21634
106	14.21634
107	3.53201
108	10.28698
109	<u>17.30684</u>
	<u>100.00000%</u>