

MASTER DEED

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INDEX FOR MASTER DEED OF:
VALLEY HEIGHTS, A CONDOMINIUM

Please note that Page Numbers are from the original Master Deed document and do not correspond with this document at this time.

<u>SECTION</u>	<u>TITLE</u>	<u>BEGINS AT PAGE</u>
1.	ESTABLISHMENT OF THE CONDOMINIUM	1
2.	DEFINITIONS	1
3.	GENERAL DESCRIPTION OF THE CONDOMINIUM	3
4.	SURVEY AND PLANS	3
5.	DEFINITION OF A UNIT	3
6.	IDENTIFICATION OF UNITS	4
7.	INTEREST ACQUIRED, VOTING RIGHTS, LIABILITY FOR COMMON EXPENSES AND SHARE OF COMMON SURPLUS	4
8.	RESTRICTIONS ON THE USE OF UNITS	4
9.	UNIT OWNER'S ACCEPTANCE OF THE PROVISIONS GOVERNING THE CONDOMINIUM	5
10.	NON-PARTITION	5
11.	GENERAL COMMON ELEMENTS	5
12.	LIMITED COMMON ELEMENTS	7
13.	THE ASSOCIATION AND THE BY-LAWS	7
14.	EASEMENTS OF UNIT OWNERS	7
15.	EASEMENTS OF THE SPONSOR	8
16.	OTHER EASEMENTS	8
17.	DEED RESTRICTIONS	9
18.	COVENANTS RUNNING WITH THE LAND	10
19.	BLANKET MORTGAGES	10
20.	SPONSOR'S OBLIGATION FOR COMMON EXPENSES	10
21.	DAMAGE, DESTRUCTION OR CONDEMNATION	11
22.	INSURANCE	11
23.	TERMINATION OF CONDOMINIUM	11
24.	AMENDMENTS TO MASTER DEED AND OTHER CONDOMINIUM DOCUMENTS: POWER OF ATTORNEY	11
25.	ELECTRICITY, GAS, WATER, HEATING AND AIR-CONDITIONING	12
26.	RENT CONTROL AND LEASES	13
27.	HOMEOWNER'S WARRANTY	13
28.	WAIVER	13
29.	CAPTIONS	13
30.	GENDER/PLURALITY	13
31.	INVALIDITY/SEVERABILITY	13
32.	MISCELLANEOUS ITEMS PURSUANT TO SITE PLAN APPROVAL	14

INDEX TO EXHIBITS

(Attached to and made a part of the Master Deed
and is recorded with said Master Deed.)

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
1	METES AND BOUNDS DESCRIPTION
2	LOCATION SURVEY
3	PLAN
A	CERTIFICATE OF INCORPORATION
B	BY-LAWS
C	RULES AND REGULATIONS

Please note that not all Exhibits listed above are included in this document or are electronically available. Certificate of Incorporation, By-Laws, Rules and Regulations and Metes and Bounds Description are separate electronic documents and are available. Other documents, specifically those containing diagrams, are currently being scanned and will be available shortly.

MASTER DEED

This **MASTER DEED** is made this 1st day of Nov., 1986, by VALLEY HEIGHTS ASSOCIATES, a New Jersey Limited Partnership, having its principal place of business situated at 777 Passaic Avenue, in the City of Clifton, County of Passaic and State of New Jersey, (hereinafter referred to as the Sponsor).

WHEREAS, Sponsor is the owner of the fee simple title to those lands and premises all situate, lying and being in the City of Clifton, County of Passaic and State of New Jersey, and described by metes and bounds in Exhibit No. 1 attached hereto, and depicted on the Boundary Survey and Site Plan of VALLEY HEIGHTS, A CONDOMINIUM, prepared by John A. Doolittle, P.A., and attached hereto as Exhibit No. 2, which said lands and premises are hereinafter referred to as the "Property"; and

WHEREAS, the Property includes eight (8) two and one-half (2 ½) story residential buildings in which there are located forty-eight (48) townhouse condominium units, hereinafter referred to as the "Units", together with certain driveways, walkways and other improvements, all as more particularly shown on Exhibit No. 2 and those certain floor plans of the Units, attached hereto as Exhibit No. 3; and **(EXHIBIT NO. 3 HAS BEEN SUPERCEDED BY THE SECOND AMENDMENT TO THE MASTER DEED AS RECORDED IN BOOK W119, PAGES 536-542.)**

WHEREAS, it is the intention of the Sponsor to establish the form of ownership of the Property and improvements thereon as a Condominium, pursuant to N.J.S.A. 46:8B-1 et seq., (hereinafter referred to as: The Condominium Act), and under the name: **VALLEY HEIGHTS, A CONDOMINIUM**, hereinafter referred to as "The Condominium"; and

WHEREAS, the Sponsor has established or is about to establish **VALLEY HEIGHTS CONDOMINIUM ASSOCIATION CORP.**, a New Jersey, non-profit, non-stock corporation, for the administration, operation and management of The Condominium; and

THEREFORE, WITNESSETH:

1. ESTABLISHMENT OF THE CONDOMINIUM:

The Sponsor does hereby submit, declare and establish VALLEY HEIGHTS, A CONDOMINIUM, in accordance with the Condominium Act for that Property described in the aforesaid Exhibit No. 1 and more particularly shown on the aforesaid Exhibit No. 2

2. DEFINITIONS:

Capitalized terms used in this Master Deed are defined terms. In the event a term is not defined herein, or any definition(s) herein shall be found illegal or invalid, then the appropriate definition(s) as set forth in The Condominium Act (N.J.S.A. 46:8B-3, in particular), shall be incorporated herein in its place and stead. As used herein and in the By-Laws attached hereto, and in any amendments thereto, the following terms shall have the following meanings, unless the context in which the terms are utilized clearly indicates otherwise:

(a) Association: Association means **VALLEY HEIGHTS CONDOMINIUM ASSOCIATION CORP.**, a New Jersey, non-profit, non-stock corporation, organized, or about to be organized for the administration, operation and management of the Condominium.

(b) By-Laws: By-Laws mean the By-Laws of the Association and any amendments thereto, governing The Condominium and the Association.

- (c) Certificate of Incorporation: The Certificate of Incorporation means the Certificate of Incorporation of the Association and any amendments thereto.
- (d) Common Elements: Common Elements means the entire Property, including all improvements erected or to be erected thereon, other than the Units, (see definition of Unit Infra). The General Common Elements and the Limited Common Elements, (all defined hereafter in this section), collectively, comprise the Common Elements.
- (e) Common Expenses: Common Expenses means expenses for which the Unit Owners are proportionately liable, including but not limited to: all expenses of administration, maintenance, repair and replacement of the Common Elements; expenses agreed upon as common by all Unit Owners and expenses declared as common by this Master Deed or the By-Laws or the Condominium Act or any amendments thereto.
- (f) Common Receipts: Common Receipts means rent or other charges derived from leasing or licensing the use of Common Elements; funds collected from Unit Owners as Common Expenses or otherwise; and receipts designated as common by this Master Deed or the By-Laws or any amendments thereto.
- (g) Common Surplus: Common Surplus means the excess of all Common Receipts over all Common Expenses.
- (h) Condominium (The): The Condominium or Condominium refers to **VALLEY HEIGHTS, A CONDOMINIUM**; or at other times, as the context may indicate, The Condominium or Condominium refers to the entire project and entity created by the execution and recording of this Master Deed.
- (i) Condominium Act (The): The Condominium Act as defined heretofore, refers to the New Jersey Condominium Act, (N.J.S.A. 46:8B-1 et seq.) and any amendments thereto.
- (j) Conveyance: Conveyance means the closing of title and delivery of Deed for an interest in real estate.
- (k) Exhibit(s): Exhibit(s) refers to the various drawings, maps, charts or other documents and any amendments thereto, attached to this Master Deed. All of the Exhibits are to be deemed incorporated into and made a part of this Master Deed as if set forth at length herein.
- (l) General Common Elements: General Common Elements means all Common Elements other than the Limited Common Elements.
- (m) Limited Common Elements: Limited Common Elements means those Common Elements which are for the use of one or more specified Units to the exclusion of other Units.
- (n) Master Deed: Master Deed means this Master Deed of **VALLEY HEIGHTS, A CONDOMINIUM**, and any attachments thereto. This Master Deed is the instrument by which the Sponsor creates The Condominium.
- (o) Non-Sponsor Unit Owners: Non-Sponsor Unit Owners means any one or more Unit Owners other than the Sponsor.
- (p) Property: Property as defined heretofore, refers to the lands and premises described by a metes and bounds description, (Exhibit No. 1 aforesaid), and depicted on the survey, (Exhibit No. 2 aforesaid).
- (q) Proportionate Undivided Percentage Interest: The Proportionate Undivided Percentage Interest means the Proportionate Undivided Percentage Interest of each Unit in the Common Elements. Such interests are expressed as percentages, the aggregate of which is one hundred percent, or as close thereto as is reasonably and practically calculated.
- (r) Rules and Regulations: Rules and Regulations means the Rules and Regulations and any amendments thereto, promulgated by the Association, governing the day-to-day conduct of the Unit Owners and others occupying or using the Condominium, which are in addition to the provisions of this Master Deed and the By-Laws, and any amendments thereto.

(s) Sponsor: Sponsor, as defined heretofore, refers to **VALLEY HEIGHTS ASSOCIATES, a New Jersey Limited Partnership**, which is creating The Condominium, but the present owner of the fee simple title to the Property is the General Partner of said Limited Partnership, to wit: VALLEY HEIGHTS DEVELOPERS, INC., a New Jersey Corporation.

(t) Unit: Unit means a part of The Condominium designated and intended for independent use as a residential dwelling, and having a direct exit to a public street or way, or to a Common Element(s) leading to a public street or way, and includes a Proportionate Undivided Percentage Interest in the Common Elements.

(u) Unit Deed: Unit Deed means a Deed of Conveyance of a Unit in recordable form.

(v) Unit Owner: Unit Owner means the person(s) or entity(ies) owning a Unit in fee simple.

3. GENERAL DESCRIPTION OF THE CONDOMINIUM:

The Condominium will consist of the lands described in Exhibit No. 1 and as shown on Exhibit No. 2, together with the forty-eight (48) units in eight (8) buildings and will include all parking areas, rights, roads and appurtenances thereto belonging or appertaining.

4. SURVEY AND PLANS:

A survey of The Property is annexed hereto as Exhibit No. 2 and plans of the Units on the Property showing and identifying the Common Elements, each Unit and their respective locations and approximate dimensions, are annexed hereto as Exhibit No 3. **EXHIBIT NO 3. HAS BEEN SUPERCEDED BY THE SECOND AMENDMENT TO THE MASTER DEED AS RECORDED IN BOOK W119, PAGES 536-542.**

5. DEFINITION OF A UNIT:

(a) A Unit consists of the volume of space enclosed (i) horizontally, from the Unit side of the exposed faces of the dry walls of the building to the exposed faces of the dry walls from the Unit side of the walls and partitions separating a Unit from the opposite exterior of the building, another Unit, or from corridors, halls or stairs (the approximate length and width of each type of Units is depicted graphically on Exhibit No. 3, and (ii) vertically, from the upper face of the wood floor to the Unit side of the exposed face of the dry wall ceiling. Any Common Elements located within a Unit, including, but not limited to, supporting columns, pipes, wires, conduits, utility lines and all other elements which run through a Unit for the benefit of or service to such Unit and other Units or the Common Elements, shall not be considered a part of the Unit. Notwithstanding the foregoing, so much of the plumbing, wiring, etc., that extends into the interior air space of a Unit shall be considered part of the Unit, as is more fully explained in Section 5e below. **EXHIBIT NO. 3 HAS BEEN SUPERCEDED BY THE SECOND AMENDMENT TO THE MASTER DEED AS RECORDED IN BOOK W119, PAGES 536-542.**

Any decorative or finishing materials affixed to or covering the Unit side of any walls, floors or ceilings, shall be deemed to be part of a Unit. Such finishing materials or decorations include, but are not limited to, paint, wallpaper, plaster, paneling, floor tiles, carpeting, wall tiles and ceiling tiles; all of which shall be maintained and repaired by the Unit Owner at his sole expense.

(b) The aforesaid Exhibit No 3, not only graphically depicts the approximate length and width of each type of Unit but also graphically depicts the remainder of the aforesaid definition of a Unit, and should be consulted for such purposes. **EXHIBIT NO. 3 HAS BEEN SUPERCEDED BY THE SECOND AMENDMENT TO THE MASTER DEED AS RECORDED IN BOOK W119, PAGES 536-542.**

(c) Each Unit's Proportionate Undivided Percentage Interest in the Common Elements shall be inseparable from the Unit and any conveyance, devise or other disposition or mortgage or other encumbrance of any Unit shall extend to and include such Proportionate Undivided Percentage Interest whether or not expressly stated.

(d) There are six (6) types of Units, to wit: Type A-1, which consists of six [6] three-bedroom Units with a front garage; Type A-2, which consists of twelve [12] two-bedroom Units with a front garage; Type B-1, which consists of

six [6] three-bedroom Units with an underneath garage; and Type B-2, which consists of twelve [12] two-bedroom Units with an underneath garage; Type B-1 with elevator, which consists of four [4] three-bedroom Units with an underneath garage and an elevator; and Type B-2 with elevator, which consists of eight [8] two-bedroom Units with underneath garage and an elevator. See Exhibit No. 3 for each type. **EXHIBIT NO. 3 HAS BEEN SUPERCEDED BY THE SECOND AMENDMENT TO THE MASTER DEED AS RECORDED IN BOOK W119, PAGES 536-542.**

(e) Each Unit, regardless of type, also includes all built-in appliances, (including, but not limited to any refrigerators, cooking gas oven and range), fixtures, doors, windows, (including any doors and windows which open from the Unit), gypsum board and/or other facing material on the walls and ceilings, the inner decorated and/or finished surfaces of the floors, (including, but not limited to flooring tile, ceramic tile, finished flooring, carpeting and padding). Each Unit also includes, but is not limited to the following individual appurtenances to the extent that same serve each individual Unit only and not any other Unit or portion of the Common Elements.

(f) So much of the heating, plumbing and ventilating systems as extends from the walls, ceilings and/or floors into the interior air space of the Unit;

(g) So much of the electrical wires which extend from the walls, ceilings and/or floors into the interior air space of the Unit and all fixtures, switches, outlets and circuit breakers;

(h) All utility meters not owned by the public utility or agency supplying the services;

(i) All non-structural interior partitions or non-bearing walls within the interior air space of the Unit;

(j) All master antenna wiring which extends from the interior surface of the walls, floors or ceilings into the Unit; and

(k) Air conditioning unit; forced hot-air heating unit and hot water heater.

6. IDENTIFICATION OF UNITS:

Each Unit is identified by a number identifying the Unit.

The Unit Calculation Chart attached hereto as Exhibit No. 3, sets forth the separate Unit, the Unit type, the Proportionate Undivided Percentage Interest in the Common Elements for each Unit type, the estimated monthly Common Expense charge and the building number in which the Unit is located. **EXHIBIT NO. 3 HAS BEEN SUPERCEDED BY THE SECOND AMENDMENT TO THE MASTER DEED AS RECORDED IN BOOK W119, PAGES 536-542.**

7. INTEREST ACQUIRED, VOTING RIGHTS, LIABILITY FOR COMMON EXPENSES AND SHARE OF COMMON SURPLUS:

The Owner of each Unit shall have such an estate therein as may be acquired by grant, by purchase or by operation of law and shall acquire as an appurtenance thereto, a Proportionate Undivided Percentage Interest in the Common Elements, which shall not be divisible from the Unit to which it appertains.

The Proportionate Undivided Percentage Interest for each Unit is set forth in Exhibit No. 3 attached hereto and shall remain fixed unless and until changed by an amendment to this Master Deed. **EXHIBIT NO. 3 HAS BEEN SUPERCEDED BY THE SECOND AMENDMENT TO THE MASTER DEED AS RECORDED IN BOOK W119, PAGE 536-542.**

The aforesaid Proportionate Undivided Percentage Interest shall be used to allocate the division of proceeds, if any, resulting from fire, casualty loss, any condemnation or eminent domain proceedings or from any other disposition of The Condominium Property.

The Proportionate Undivided Percentage Interest shall not be utilized for the determination of voting rights of Unit Owners.

The liability for Common Expenses and the sharing of Common Surplus shall be allocated to each Unit by using the proportionate Undivided Percentage interest.

The voting rights of the Unit Owners shall be based upon one (1) vote for each Unit.

8. RESTRICTIONS OF THE USE OF UNITS:

In addition to any obligations or restrictions set forth in other provisions of this Master Deed or the Certificate of Incorporation, the By-Laws or the Rules and Regulations, including any amendments thereto, the following restrictions apply to the Units:

- (a) No Unit shall be used for any purpose other than as a private residential dwelling. Nothing contained herein or in any other documents, however, shall prohibit the Sponsor from using Units, which the Sponsor owns, for promotional or display purposes, including use as Model Units.
- (b) No Unit shall be rented for a period of less than twelve (12) months. Nothing contained herein or in any other documents, however, shall prohibit the Sponsor for so long as it owns one or more Units, from leasing, mortgaging or subleasing any unsold Units for such periods of time as it sees fit.
- (c) No Unit shall be rented or used for any hotel purposes, which shall mean any rental whereby the occupants of the Unit are provided any one or more customary hotel services, such as, but not limited to, room service for food and beverages, maid service, furnishing of laundry and linen or bellboy services.
- (d) Nothing less than an entire Unit shall be rented.
- (e) No Unit (except Sponsor Owned Units), shall be leased without a written lease containing a clause making the lease subject to all applicable provisions of this Master Deed, the By-Laws and the Rules and Regulations, including any amendments thereto, and further providing that the failure of a 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 the Unit defaults under his lease by failure to comply with the provisions of the aforesaid documents, 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 the Tenant on account of such default(s).

In the event the Unit Owner fails to fulfill the foregoing obligations, 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 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 Association in the same manner as the Association is entitled to enforce collection of the Common Expenses. By acceptance of a Unit Deed, each Unit Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Association as his attorney-in-fact for the purposes heretofore described in this sub-paragraph (e).

(f) No signs will be placed upon any part of a Unit, advertising said Unit for sale, rent or lease, or for any other purpose whatsoever. This prohibition shall apply only to Non-Sponsor Unit Owners.

(g) No Unit shall be partitioned or sub-divided nor shall any interior partition or wall be constructed, removed or replaced by any Non-Sponsor Unit Owner, without prior written approval of the Association.

9. UNIT OWNER'S ACCEPTANCE OF THE PROVISIONS GOVERNING THE CONDOMINIUM:

Every Unit Owner, by acceptance of a Unit 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 be bound by the provisions of this Master Deed, the Certificate of Incorporation, the By-Laws, the Rules and Regulations, including any exhibits thereto and any amendments thereto; including, but not limited to, the agreement to pay any and all annual or special assessments for Common Expenses as same are more particularly described herein or in the By-Laws. Failure to comply with any such documents shall be grounds for such relief as the Sponsor or the Association shall deem necessary, including injunctive relief.

10. NON-PARTITION:

Subject to the provisions of this Master Deed, the By-Laws and The Condominium Act and any amendments thereto, the Common Elements shall remain undivided and no Unit Owner(s) shall bring any action for partition or division thereof.

In addition, as previously set forth in Section 5 supra., the Proportionate Undivided Percentage Interest in the Common Elements shall not be separate 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.

11. GENERAL COMMON ELEMENTS:

1. The General Common Elements include, but are not limited to all of the following, (exclusive of any Units or the Limited Common Elements, as same are defined/specified herein):

- (a) All lands described in Exhibit No. 1 aforesaid, whether or not occupied by building containing Units.
- (b) All private streets, curbs, sidewalks, walkways, yards and non-assigned parking areas, all as designated on the Survey, Site Plan and Plan annexed hereto as Exhibit Nos. 2 and 3, respectively. **EXHIBIT NO. 3 HAS BEEN SUPERCEDED BY THE SECOND AMENDMENT TO THE MASTER DEED AS RECORDED IN BOOK W119, PAGE 536-542.**
- (c) Lawn areas, shrubbery, conduits, utility lines, underground sprinkler systems and waterways.
- (d) The electrical and telephone wiring network throughout the Condominium not owned by the public utilities providing such services.
- (e) Public connections and meters for gas, electricity, telephone and water not owned by the public utility or other agencies providing such services.
- (f) All structural and bearing parts including, but not limited to: the foundation, columns, girders, beams, exterior or interior bearing and main walls, supports and floors between Units and the roof.
- (g) Exterior lighting and other facilities necessary to the upkeep and safety of the building and grounds.
- (h) Those portions of the land or any improvements or appurtenances reserved exclusively for the management, operation or maintenance of the Common Elements or of The Condominium.
- (i) Installations of all central services and utilities.
- (j) All tangible personal property, all apparatus and all installations existing or intended for common use.
- (k) Any easement or other right which may now or hereafter be granted for the benefit of the Unit Owners for access to or use of Common Elements not included within the lands, if any, or for any other purpose.

- (l) The unfinished truss spaces, which consist of the space from the underside of the roof to the outside of the finished drywall.
- (m) All tangible personal property required for the operation, maintenance and administration of the Condominium which may be owned by the Association.
- (n) Unassigned parking spaces.
- (o) All other elements now or hereafter existing on the premises, rationally of common use or necessary or convenient to the existence, management, operation, maintenance and safety of the Condominium or normally in common use.
- (p) All recreational facilities.
- (q) All elevator equipment, including cab, machine room, hoist way, tracts and related equipment.
- (r) In addition to the aforementioned, all those items specifically described in Exhibit No. 3 as constituting Common Elements. **EXHIBIT NO. 3 HAS BEEN SUPERCEDED BY THE SECOND AMENDMENT TO THE MASTER DEED AS RECORDED IN BOOK W119, PAGE 536-542.**

The right of any Unit Owner to the use of the General Common Elements shall be a right in common with all other Unit Owners, and shall be in accordance with the reasonable purposes for which the General Common Elements are intended without encroachment upon the lawful rights of the other Unit Owners.

II. Maintenance and Repair of the General Common Elements:

1. The Association shall, in accordance with the By-Laws, maintain, repair, alter or replace the General Common Elements with the costs of the same being assessed against all Unit Owners in the Condominium as a Common Expense.
2. Notwithstanding anything contained herein to the contrary, a Unit Owner causing damage by negligence, misuse, neglect or malicious conduct or otherwise to any part of another's Unit or any part of any General Common Elements, shall be individually liable for any such damage, including but not limited to the cost of any repairs to remedy such damage.

12. LIMITED COMMON ELEMENTS:

1. The Limited Common Elements consist of the following:
 - (a) Elevators: There shall be six [6] elevators servicing twelve [12] Condominium Units (one [1] elevator servicing two [2] Condominium Units). These elevators shall be considered Limited Common Elements entitling only those Condominium Unit Owners, who are serviced by each elevator, to utilize same. It is further commemorated herein that, although only certain Condominium Unit Owners shall be utilizing the elevators as Limited Common Elements, those Unit Owners shall be paying an additional assessment monthly for the ultimate repair and replacement of said elevators, and each Unit Owner, by virtue of its acceptance of this Condominium Unit Deed, does hereby acknowledge this additional charge, and does hereby agree to pay same.
 - b) Macadamed Area: Each Unit Owner shall have the exclusive license to utilize the macadamed area in front of that Unit's garage. This exclusive license shall entitle said Unit Owner to use his macadamed area to the exclusion of all other Condominium Unit Owners, their guests and other invitees.

Notwithstanding the exclusive license granted herein, each such macadamed area shall be considered a part of the Common Elements for the purposes of repair and maintenance but each Unit Owner shall have the exclusive right to utilize his macadamed area to the exclusion of all others.

c) Outside Decks: Each Condominium Unit shall have an outside deck, and each Unit Owner shall have the exclusive license to utilize his Unit's outside deck. This exclusive license shall entitle the individual Unit Owner to utilize his outside deck to the exclusion of all other Condominium Unit Owners, their guests and other invitees. Notwithstanding the exclusive licenses granted herein, each such outside deck shall be considered a part of the Common Elements for the purposes of repair and maintenance, but each Unit Owner shall have the exclusive right to utilize his outside deck to the exclusion of all others.

The exclusive license granted hereunder shall impose upon the Unit Owner a reciprocal responsibility to refrain from performing any act which shall cause damage to his macadamized parking area, which are deemed Common Elements pursuant to the Master Deed. In the event that damage is caused by the Unit Owner to this exclusive licensed macadamized area, the Association shall have the right to pursue said Unit Owner in a Court of Law only if said damage an/or repair is not otherwise covered by the insurance provided through the Condominium Association, or as otherwise provided in these By-Laws.

13. THE ASSOCIATION AND THE BY-LAWS:

Valley Heights Condominium Association Corp. is a New Jersey, non-profit, non-stock corporation, organized or about to be organized under Title 15 of the Revised Statutes of the State of New Jersey, the membership of which shall be comprised exclusively of the Unit Owners, (including the Sponsor, as long as it is the owner of any Unit). The Association shall be responsible for the administration, operation and management of The Condominium, including, but not limited to the Common Elements and the conduct of all activities of common interest to the Unit Owners in accordance with The Condominium Act, the Certificate of Incorporation, this Master Deed, the By-Laws and the Rules and Regulations, including any amendments thereto. The Certificate of Incorporation is annexed hereto as Exhibit A. The By-Laws and Rules and Regulations of Valley Heights Condominium Association Corp. are annexed hereto as Exhibits B and C, respectively.

14. EASEMENTS OF UNIT OWNERS:

Insofar as is consistent with the purposes, provisions and restrictions of this Master Deed, the Certificate of Incorporation, the By-Laws and the Rules and Regulations, including any amendments thereto, each Unit Owner shall have the following perpetual easements:

- (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, (including repair or restoration after damage by fire or other casualty), shifting, settlement, movement of any portion of the building 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 building stands. In no event shall this provision be construed to grant an easement for any encroachment caused by the Unit Owner's negligence or intentional act;
- (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, to the extent consistent with the other provisions of this Master Deed, any windows, doors, chimneys, balconies, stoops or patios therein), ceilings and floors contained within his Unit;
- (e) A non-exclusive easement to use all pipes, wires, ducts, cables, conduits, public utility lines, cable and master antenna television wires and other Common Elements located in any of the other Units, or elsewhere in the Condominium and serving his Unit; and
- (f) A 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.

15. EASEMENTS OF THE SPONSOR:

Insofar as is consistent with the purposes, provisions and restrictions of this Master Deed, the Certificate of Incorporation, the By-Laws and the Rules and Regulations, including any amendments thereto, the Sponsor and its successors and assigns shall have the following easements:

(a) A blanket and non-exclusive easement in, upon, through, under and across the Common Elements for as long as the Sponsor or its successors and assigns, shall be engaged in the construction, development or sales of any improvements or Units in the Condominium, which easement shall be for the purpose of construction, installation, maintenance and repair of any Units or 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.

In addition, the Sponsor reserves for itself and its successors and assigns, the right to extend such easement, in its discretion, for a period of two (2) years after the date of conveyance of the last Unit, for such purposes as it may deem reasonably necessary to complete construction or repairs to the Condominium or service any Unit thereof;

(b) In addition, the Sponsor and its successors and assigns 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 complete construction or make repairs or for emergency purposes or pursuant to governmental order or requirement, provided a request for entry, (except in emergencies), is made in advance and such entry is at 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.

16. OTHER EASEMENTS:

The Condominium shall also be subject to the following easements:

(a) An exclusive easement for the existence and continuance of any encroachments by the Common Elements upon any Unit(s) or any other Common Elements now existing or which may come into existence hereafter as a result of construction, repair, (including repair or restoration after damage by fire or other casualty), shifting, settlement, movement or any portion of the building or a Common Element or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the building stands;

(b) The Association shall have the perpetual exclusive easement for the maintenance, repair, alteration and replacement of all Common Elements.

(c) The Association shall have the perpetual and non-exclusive right of access to each Unit to inspect same for discovery of or removal or violations of any provisions of this Master Deed, the By-Laws or Rules and Regulations, including any amendments thereto and to perform any operations required in connection with the maintenance, repair, alteration or replacement of the 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 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, and

(d) Any bank, mortgage banker or other institutional lender who is the owner of a mortgage which encumbers a Unit shall have a blanket and non-exclusive easement during the term of such mortgage to enter the Condominium or any part thereof to inspect the condition of the 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 permission of the Association; and

(e) Such perpetual and non-exclusive easements in, upon, over, under, across and through the Common Elements for the purpose of the installation, maintenance, repair, service and replacement of all common sewer, water, power, and telephone pipes, lines, mains, conduits, waters, 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 Condominium, which easements 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 service; and

(f) A blanket, perpetual and non-exclusive easement of unobstructed ingress and egress over, under, across and through the Common Elements, to the City of Clifton and to 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) necessary for the repair, preservation or maintenance of the Common Elements or the health, safety or welfare of any person in the Condominium. Except in the event of emergencies, the rights accompanying the easements provided for in this sub-paragraph "f", shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with the permission of the Unit Owner(s) directly affected hereby.

(g) A blanket, perpetual 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 and runoff patterns and systems within The Condominium.

17. DEED RESTRICTIONS:

This Condominium is created and established and the respective Units thereof shall be conveyed, together with the benefits of and subject to the restrictions, declarations, covenants, easements, agreements, rights, privileges, obligations and charges granted, created, reserved and imposed by this Master Deed, the Certificate of Incorporation of VALLEY HEIGHTS CONDOMINIUM ASSOCIATION CORP., its By-Laws, the Rules and Regulations and Exhibits attached thereto and any amendments thereto.

This Condominium is also subject to the following:

- (i) Subject To: The provisions of The Condominium Act and any amendments thereto;
- (ii) Subject To: The covenants, grants, easements and restrictions of record, if any, Municipal, County, State and Federal Laws or regulations governing the use of the premises; and such facts as an accurate survey and inspection of the premises may disclose. This clause shall not be deemed to revive any covenants, grants, easements or restrictions, if any, that may have expired or may have been previously eliminated;
- (iii) Subject To: Public rights in and to Valley Heights, a Condominium;
- (iv) Subject To: Possible additional taxes assessed or levied under R.S. 54:4-63.1. et seq;
- (v) Subject To: Five [5'] foot strip reserved for future road widening in Deed Book Y 96, Page 155;
- (vi) Subject To: Right of utility companies servicing the premises in question;
- (vii) Subject To: Sub-surface conditions, if any, affecting the premises in question and not disclosed by instruments of record;
- (viii) Subject To: Rights of others in and to any brooks, streams, drains, ditches and/or water coursers abutting or running through the premises in question;
- (ix) Subject To: Rights of others in and to Valley Road abutting the premises in question;
- (x) Subject To: The mortgage made by VALLEY HEIGHTS ASSOCIATES, a New Jersey Limited Partnership, to POLIFLY SAVINGS AND LOAN ASSOCIATION, a New Jersey Corporation, dated July 30, 1986, and recorded August 28, 1986, in the Passaic County Register's Office in Book Y98, Page 215. SECURES: \$7,010,000.00. The

Mortgagee has agreed to release Units, together with its Proportionate Undivided Percentage Interest in the Common Elements and its macadamized area upon the payment to it of a specific consideration by VALLEY HEIGHTS ASSOCIATES, a New Jersey Limited Partnership, which shall be made at the time of closing to each Condominium Unit.

(xi) Subject To: The conditions depicted on Boundary Survey and Site Plan prepared John A. Doolittle, P.A., which is annexed hereto as Exhibit 2, which shows no variations or encroachments.

18. COVENANTS RUNNING WITH THE LAND:

The provisions of this Master Deed, the Certificate of Incorporation, the By-Laws and the Rules and Regulations, including any amendments thereto, and the rights and obligations established thereby, shall be deemed to be covenants running with and binding all of the land or Property included in the Condominium so long as such land or Property remains subject to the Condominium form of ownership and shall inure to the benefit of and be binding upon each and every Unit Owner, their respective successors, assigns, heirs, executors, administrators, personal representatives, grantees, mortgagees and all others claiming by, through, under or against them.

19. BLANKET MORTGAGES:

Notwithstanding any other provisions of the Condominium Act, pursuant to N.J.S.A. 46:8B-23, the entire Condominium Property or some or all of the Units included therein, (together with the undivided interests in the Common Elements and Limited Common Elements appurtenant to such Units) may be subject to a single or blanket mortgage constituting a first lien thereon created by a recorded mortgage executed by all of the Owners of The Property or Units covered thereby; and any Unit included under the lien of such mortgage may be sold or otherwise conveyed or transferred subject thereto.

The instruments creating any such mortgage shall provide a method whereby any Unit Owner may obtain a release of his Unit, (together with the undivided interest in Common Elements and Limited Common Elements, if any, appurtenant thereto), from the lien of such mortgage and a satisfaction and discharge in recordable form, upon payment to the holder of the mortgage of a sum equal to the proportionate share attributable to his Unit of the then outstanding balance of unpaid principal and accrued interest and any other charges then due and unpaid. Such proportionate share attributable to each Unit shall be the proportion in which all Units then subject to the lien of the mortgage share among themselves in liability for Common Expenses as provided in this Master Deed or such other reasonable proportion as shall be specifically provided in the mortgage instruments.

20. SPONSOR'S OBLIGATION FOR COMMON EXPENSES:

Until the conveyance of Title to the first Unit, the Sponsor shall be solely responsible for all Common Expenses. Following the first Conveyance, the Unit Owners to whom title has been conveyed, shall be responsible for their proportionate part of all Common Expenses in accordance with the Proportionate Undivided Percentage Interest set forth in Section 7 hereof and as set forth on Exhibit No. 3, and in accord with the procedure for determination of Common Expenses set forth in the By-Laws, including any amendments thereto. Remaining obligations of the Sponsor for Common Expense, if any, shall be fulfilled in accordance with the By-Laws. **EXHIBIT NO. 3 HAS BEEN SUPERCEDED BY THE SECOND AMENDMENT TO THE MASTER DEED AS RECORDED IN BOOK W119, PAGES 536-542.**

21. DAMAGE, DESTRUCTION OR CONDEMNATION:

If any building, improvement or Common Element or any part thereof is damaged or destroyed by fire, casualty, eminent domain or condemnation, the repair, restoration or ultimate disposition of any funds or proceeds thereby created shall be in accordance with the Condominium Act, (specifically N.J.S.A. 46:8B-24 and 25).

In the event the Association determines not to repair or restore the damaged property 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 share of the Common Elements are thereby assigned and shall be paid to the institutional holder of a first mortgage

lien on said Unit for application to the sums secured by said mortgage, with the excess, if any, paid to the Unit Owners.

22. INSURANCE:

The Association shall obtain and continue in effect, such insurance coverages as set forth in the By-Laws, including any amendments thereto.

23. TERMINATION OF CONDOMINIUM:

The Condominium Property may be removed pursuant to N.J.S.A. 45:8B-26 from the provisions of the Condominium Act by a Deed of Revocation, executed by all Unit Owners or the sole owner of The Property and the holders of all mortgages or other liens affecting all Units, and such deed, when duly recorded in the same office as this Master Deed, shall have the effect set forth in N.J.S.A. 46:8B-27 and 28.

24. AMENDMENTS TO MASTER DEED AND OTHER CONDOMINIUM DOCUMENTS; POWER OF ATTORNEY:

(a) The authority to execute such additional documents or to make any modifications, changes, additions, alterations or supplementations, (collectively referred to as "amendments"), to this Master Deed, the Certificate of Incorporation, (to the extent permissible by its terms), the By-Laws or the Rules and Regulations, as same may from time to time be required by any bank, mortgage banker or other institutional lender providing mortgage loans on any part or more of the subject Property; or by any governmental body or agency having regulatory jurisdiction over the Condominium; or by any title insurance company; or necessary to correct any inaccuracies, invalidities, errors, oversights or omissions; or to update or clarify; or to set forth changes in the size or location of any improvements, (provided such changes to improvements are not substantial and do not materially interfere with the beneficial use and enjoyments of the Unit(s), shall be reserved exclusively in the Sponsor for itself, its successors and assigns for five (5) years from the date hereof, or until seventy-five (75%) percent of the Units in The Condominium have been conveyed, whichever event occurs first. The Sponsor, its successors or assigns may, however, in its sole discretion, at any time, relinquish such amendment authority to the Association.

(b) Notwithstanding the provisions of sub-paragraph (a) above, said right of the Sponsor to make such amendments, without the consent of any contract purchasers, Unit Owners, mortgagees or other lien holders or any other person having an interest in The Condominium, shall not extend to amendments affecting a material physical modification of a Unit already conveyed, or a modification of the Proportionate Undivided Percentage Interest of a Unit already conveyed, as said amendments shall require the prior written consent of the Unit Owner and his mortgagee, (which consent shall not be unreasonably withheld). Nor shall the Sponsor make any such amendments that adversely affect the priority or validity of any purchase money liens on any Unit conveyed hereunder, without the prior written consent of the mortgagee or any institutional holder of a first mortgage.

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

(c) By acceptance of a Unit Deed 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 the Sponsor, its successors and assigns as attorney-in-fact for the purpose of executing any amendments aforementioned in sub-paragraph "a".

The aforesaid Power of Attorney is expressly declared and acknowledged to be coupled with an interest 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.

(d) Except as otherwise set forth in sub-paragraph "a" above, this Master Deed shall be amended only by the vote of at least 75% of all Unit Owners, cast in person or by proxy, at a meeting of the Unit Owners duly held in

accordance with the By-Laws, provided, however, that any amendments that adversely affect the priority or validity of any first mortgage liens on any Unit conveyed hereunder, shall require the prior written consent of such mortgagees.

(e) From the time of conveyance of 75% of all the Units in the Condominium until the conveyance in the ordinary course of business of the last Unit in the Condominium, no more than 75% of the votes to be cast shall be required to amend the By-Laws or the Rules and Regulations.

Such amendment shall be consented to by all of Unit Owners and all Mortgagees (which consent shall not be unreasonably withheld), and shall contain such amendatory provisions as may be required, including, but not limited to the following:

- i) Plans or other graphic description of those improvements actually constructed;
- ii) Specifications of the number and types of Units actually constructed;
- iii) Specifications of each Unit's new Proportionate Undivided Percentage Interest in the Common Elements, to be calculated by using the same formula as used in this original Master Deed: The square footage of the Unit, divided by the total square footage of all Units (actually constructed);
- iv) Specification of each Unit's new Expense Fraction, calculated by using the same formula as used in this original Master Deed: That fraction shall be the same as designated in Paragraph No. 7 of this Master Deed or as that is subsequently amended to account for any Units subsequently constructed; and (**EXHIBIT NO. 3 HAS BEEN SUPERCEDED BY THE SECOND AMENDMENT TO THE MASTER DEED AS RECORDED IN BOOK W119, PAGES 536-542**).
- v) A specification that the entire Property shall remain part of the Condominium, including the portion on which the unconstructed building or other improvements would have been built.
- (f) Notwithstanding anything contained herein to the contrary, no amendment to this Master Deed shall be effective until recorded in the Office of the Register of Passaic County.

25. ELECTRICITY, GAS, WATER, HEATING and AIR-CONDITIONING:

Electricity, water and gas shall be supplied by public utility companies serving the area, and the billing for each shall be assessed as hereinafter set forth in the specifically designated categories. In addition thereto, there shall be separate meters for utilities servicing the Common Elements, which shall be paid as a Common Expense.

(a) **HEATING:** Each Condominium Unit shall have its own forced hot air heating unit, and each Unit Owner shall be responsible for the repair and maintenance of same. A separate bill shall be furnished to the Unit Owner by the appropriate public utility, and the sole responsibility for the payment of same shall be that of the Unit Owner.

(b) **WATER:** Each Condominium Unit shall have its own hot water heater. Although water is supplied to the Condominium Project, and shall be paid by the Association from Common Expenses, a separate bill shall be furnished to each Unit Owner for the gas to heat the water, and said Unit Owner shall be solely responsible for the payment of this bill and for the repair and maintenance of his hot water heater.

(c) **ELECTRICITY:** Each Condominium Unit has its own separate electric meter, and the Condominium Unit Owner is billed, and pays same directly to the utility providing same. In addition, there is one (1) separate electric meter monitoring the electricity utilized by the Common Areas, and that meter shall be paid by the Condominium Association as part of the Common Expenses.

(d) **AIR-CONDITIONING:** Each Unit Owner shall be acquiring his Condominium Unit with one (1) air-conditioner. Each Unit Owner shall be responsible for the cost of maintaining, operating, repairing and replacing that air-conditioning unit since it is not part of the Common Elements, and is owned by the Unit Owner. The Unit Owner shall also pay for the electricity to operate his air-conditioning unit.

26. RENT CONTROL and LEASES:

It is hereby specifically disclosed that the City of Clifton has a Rent Control Ordinance limiting the percentage increase in the yearly rent, which can be imposed upon a Tenant by a Landlord.

Any prospective purchaser, who is not acquiring a Condominium Unit with the intention of occupying same, but for the purpose of investment and renting the Unit, is advised to specifically review the Rent Control Ordinance to determine if same is applicable to the proposed rental.

27. HOMEOWNER'S WARRANTY:

Included in the purchase price for each Condominium Unit are the following items and appliances:

- (a) One (1) new HVAC Unit [heating/air-conditioning/ventilating]; and
- (b) One (1) hot water heater.

Notwithstanding any provision to the contrary, the Sponsor's sole obligation with respect to servicing any portion of the Unit being conveyed, or the items enumerated above, shall be exclusively in accordance with the insurance-backed warranty coverage and protection pursuant to N.J.S.A. 46:3B-1, et seq.,

Specifically excluded from this warranty is the misuse, abuse and negligence of the Purchaser.

28. WAIVER:

No provision contained in this Master Deed, the Certificate of Incorporation, the By-Laws or the Rules and Regulations, including any amendments thereto, 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.

29. CAPTIONS:

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed or the intent of any provision hereof.

30. GENDER/PLURALITY:

The use of the masculine gender in this Master Deed, the Articles of Incorporation, the By-Laws or the Rules and Regulations, including any amendments thereto, 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.

31. INVALIDITY/SEVERABILITY:

The invalidity of any provisions of this Master Deed, the Certificate of Incorporation, the By-Laws or the Rules and Regulations, including any amendments thereto, shall not be deemed to impair or affect in any manner, the validity, enforceability or effect of the remainder of the same, and in such event, all of the other provisions of such documents shall continue in full force and effect as such invalid provision had never been included therein.

32. MISCELLANEOUS ITEMS PURSUANT TO SITE PLAN APPROVAL:

- a) PUMPING STATION: It is hereby acknowledged that the Sponsor shall be constructing a water pumping station, which shall produce the necessary pressure to pump water through the Condominium Unit Project, and in addition to the surrounding neighborhood, which currently has reduced water pressure. This pumping station shall be constructed with the specifications of the Passaic Valley Water Commission, and same shall be maintained by the Passaic Valley Water Commission, which shall have the right to come upon the Common Elements of the Development for the purposes of said maintenance and repair.

- b) ON-SITE DRAINAGE: It shall be the responsibility of the Condominium Association to maintain all on-site drainage including the water storage area, and to periodically clean out the system so that the same is maintained operational in accordance with its design.
- c) PARKING SIGNS: The Condominium Association shall, at all times, maintain appropriate "No Parking Signs" on the interior roadway running through the Development on both sides of the Street, except where specific parking spaces are designated.
- d) SITE PLAN APPROVAL: Incorporated herein by reference are all the terms and conditions of Site Plan Approval, which the association agrees to abide by, which was granted by the Board of Adjustment of the City of Clifton on March 19, 1986.
- e) SOLID WASTE AND SNOW REMOVAL: It shall be the responsibility of the Condominium Association to provide for its own solid waste pick-up service and snow removal together with all sanitary and storm drain facilities on the site, including the underground detention system, and it is hereby acknowledged that the City of Clifton shall have no responsibility to repair and/or maintain same.

IN WITNESS WHEREOF, VALLEY HEIGHTS ASSOCIATES, a New Jersey Limited Partnership, the Sponsor, have hereunto set their hands and seals the day and year first above written.

VALLEY HEIGHTS ASSOCIATES, a
New Jersey Limited Partnership

BY: VALLEY HEIGHTS DEVELOPERS,
INC., a New Jersey Corporation,
General Partner

BY: _____
RICHARD DUBNOFF, President

ATTEST:

RICHARD KOCH, Secretary

STATE OF NEW JERSEY:

: SS.:

COUNTY OF BERGEN :

I CERTIFY that on Nov. 1, 1986, RICHARD KOCH, personally came before me, and this person acknowledged, under oath, to my satisfaction, that:

- (a) this person is the Secretary of VALLEY HEIGHTS DEVELOPERS, INC., a New Jersey Corporation, the corporation named in the attached document;
- (b) this person is the attesting witness to the signing of this document by the property corporate officer, who is RICHARD DUBNOFF, the President of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) this person knows the proper seal of the corporation, which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

RICHARD KOCH, Secretary

Signed and sworn to before me
Nov. 1, 1986

HARVEY D. BROOKS
An Attorney at Law of New Jersey

RECORD AND RETURN TO:

HARTMANN, BROOKS & VAN DAM, ESQS.
ONE SEARS DRIVE, POST OFFICE BOX 1188
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