

6-7-85  
Amend/AGREE  
BK 3445 PG 187  
DATE July 14, 1987  
E. A. KELLY, JR., CLERK

Amend/AGREE  
BK 3449 PG 336  
DATE July 21, 1987  
E. A. KELLY, JR., CLERK

1st AGREE  
BK 3427 PG 94  
DATE July 3, 1985  
E. A. KELLY, JR., CLERK

2nd AGREE  
BK 3272 PG 144  
DATE Oct 16, 1986  
E. A. KELLY, JR., CLERK

3rd AGREE  
BK 3272 PG 177  
DATE Oct 16, 1986  
E. A. KELLY, JR., CLERK

4th AGREE  
BK 3272 PG 209  
DATE Oct 16, 1986  
E. A. KELLY, JR., CLERK

5th AGREE  
BK 3445 PG 173  
DATE July 14, 1987  
E. A. KELLY, JR., CLERK

COUNTY OF BURLINGTON  
CONSIDERATION  
REALTY TRANSFER TAX  
DATE 6-7-85 BY [Signature]

MASTER DEED

FOR

"SPRINGWOOD GREEN, A CONDOMINIUM"

This Master Deed made this 1984, by Orleans Builders and Developers, a New Jersey limited partnership, herein called the Developer, for itself, its successors and assigns.

1. SUBMISSION TO CONDOMINIUM OWNERSHIP: The purpose and intention of this Master Deed is to submit the lands herein described owned by Developer in fee simple, the buildings and improvements constructed and to be constructed thereon and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Property") to the condominium form of ownership and use pursuant to the provisions of Chapter 257 of the Laws of 1969 of New Jersey, N.J.S.A. 46:8B-1 et. seq. (herein and thereafter called the "Condominium Act").

(a) The name by which this Property is to be identified is "SPRINGWOOD GREEN, A CONDOMINIUM" (herein called the "Condominium").

(b) The "Land" owned by the Developer which is hereby submitted to the condominium form of ownership consists of that certain lot or piece of ground in Mount Laurel Township, Burlington County, New Jersey, consisting of an irregular tract of 4.43 acres, more or less, and more particularly described in Exhibit "A" attached hereto and made a part hereof. Developer reserves the right, but not the duty, to add all or any portion or portions of the property described in Exhibit "B", attached hereto and made a part hereof, to the condominium form of ownership and the provisions of this Master Deed pursuant to Section 16 below; provided, however, that the total amount of land submitted to the condominium form of ownership and the provisions of this Master Deed shall not, in the aggregate, exceed 10.306 acres.

(c) The Property consists or will consist of the Land, and the improvements constructed or to be constructed thereon. The initial Phase of the Condominium will include six (6) residential buildings described below (the "Buildings"), which include a total of 46 condominium Units, of which all Units are two story dwellings, and various improvements. Developer reserves the right, but not the duty, to add new Phases to the Condominium and the provisions of this Master Deed as set forth in Section 16 below; provided, however, that the maximum aggregate number of Buildings shall not exceed 14, containing

PREPARED BY [Signature]  
BOOK 3012 PAGE 188  
[Signature] 336

F-36390  
FT 764

FA 104201  
J 48638

FA 104973

J 39543

J 39849

J 34232

FA-105254

FA 102801

2.

not more than an aggregate of ninety-nine (99) Units.

(d) The Condominium Property will consist of the two story Units, Limited Common Elements and Common Elements shown on the Survey and Plans described in Section 3 hereof. Each Unit together with its proportionate undivided interest in the Limited Common Elements and Common Elements is for all purposes real property, and the ownership of each Unit, Limited Common Elements and Common Elements, is for all purposes the ownership of real property.

BTA 106

**2. DEFINITIONS: CONDOMINIUM ASSOCIATION:**

(a) The terms used herein and in the By-Laws shall, unless otherwise specified to the contrary herein or in said By-Laws, have the meanings stated in the Condominium Act which is hereby incorporated herein by reference with the same effect as if set forth fully herein.

(b) Each Unit Owner, by accepting a deed to his Unit, and Developer, so long as it owns a Unit, shall be a member of an incorporated non-profit New Jersey corporation known as Springwood Green Condominium Association (the "Condominium Association") which has been or is about to be formed by Developer. The Condominium Association shall act through its Board of Trustees, and the Architectural Review Committee all as more fully set forth in the By-Laws of the Condominium Association. The Condominium Association shall be responsible for the administration of the Condominium.

**3. SURVEY AND PLANS:**

(a) The "Buildings" and other improvements of the Property will be or have been constructed by the Developer substantially in accordance with the location survey plan and architectural plans therefor prepared by Taylor, Wiseman & Taylor dated July 26, 1984, which survey and plans are attached hereto as Exhibit "C" (the "Plans").

(b) This Master Deed may be amended by filing such additional Plans as may be required to describe adequately the completion of the improvements. Such completion may be shown by a certificate of an architect, engineer, or surveyor certifying that the improvements have been constructed substantially as herein represented, or designating any changes made. Such plans or certificate when signed and acknowledged by the Developer shall in themselves constitute an amendment of this Master Deed, notwithstanding the procedures for amendment described elsewhere in this Master Deed, provided they conform with the requirements of the Condominium Act.

**4. DESCRIPTION OF UNITS, UNIT DESIGNATION:**

(a) Each Unit is identified on the Plans by a specific

3.

numerical designation (herein referred to as the "Unit Designation"). The undivided interest in the Limited Common Elements and Common Elements (as hereinafter defined) may be identified by description as hereinafter set forth.

(b) Except for such portions thereof which are part of the Limited Common Elements and Common elements, the maximum boundaries of the Units are as reflected by the plans and are described as follows:

(i) The Unit-side surface of such interior walls of the Buildings which are adjacent to such Unit;

(ii) The Unit-side surface, in any, of such interior masonry walls of the Buildings which are either part of the perimeter of such Unit or pass through such Unit;

(iii) The Unit-side surface of such non-masonry walls which are located on the perimeter of such Unit and contain one or more Common Elements;

(iv) The lower surface of the drywall ceiling or basement ceiling of such Unit;

(v) The upper surface of the plywood subfloor or basement subfloor of such Unit;

(vi) The exterior surface of such windows, window frames, window sills and windowsills which are set in the exterior walls of the Buildings which are adjacent to such Unit;

(vii) The exterior surface of such doors (including sliding glass doors), door frames, door hinges, and doorsills, which are set in such interior or exterior walls of the Buildings which are adjacent to such Unit and are situated on the perimeter of such Unit.

(c) Each Unit consists of all portions of the Buildings located within the title lines described in Section 4(b) herein above, including, but not limited to:

(i) The air space enclosed thereby;

(ii) All walls, partitions and dividers which are wholly contained within said title lines, but excluding any pipes, ducts, wires, cables, conduits or other Common Elements contained wholly or in part within such walls, partitions and dividers;

(iii) All door frames, doorways, door hinges and doorsills, set in the interior and exterior walls of the Buildings which are adjacent to such Unit and are situated on the perimeter thereof, and all other doors, door frames, doorways, door hinges and doorsills wholly situated within the

J 4324 J 44707

J 39543

FTN 104973

4.

title lines of such Unit;

(iv) All windows, window frames, window sashes and windowsills which are set in the interior and exterior walls of the Buildings and which are adjacent to such Unit;

(v) All electrical receptacles, outlets and fixtures located in the ceiling of such Unit or in a perimeter or interior walls thereof;

(vi) All plumbing fixtures located within such title lines;

(vii) All electrical equipment and wiring located within such title lines, including such electric outlets, fixtures and wiring attached to the exterior of such Unit;

(viii) All baseboards located within such title lines;

(ix) The air conditioning, heating and ventilating ducts located within such title lines;

(x) The air conditioning and heating equipment servicing only such Unit;

(xi) The fresh water pipes, discharge pipes and all other plumbing pipes and conduits located within such title lines;

(xii) The hot water heaters servicing only such Unit;

(xiii) The carpeting within such title lines;

(xiv) All such fixtures, appliances, machinery and equipment as are located wholly within such title lines of such Unit provided such equipment services only such Unit.

(xv) All other parts of the Buildings and their equipment even though located outside of the title lines of such Unit provided such equipment services only such Unit.

(d) Except as otherwise provided herein or in the By-Laws, Units may be sold, conveyed, mortgaged, leased or otherwise dealt with in the same manner as like dealings are conducted with respect to real property and interests therein. Every Unit, together with its undivided interest in the Limited Common Elements and Common Elements is and for all purposes shall be a separate parcel of real property and the owner thereof shall have exclusive ownership and possession thereof subject to the covenants, restrictions, easements, rules, regulations and decisions contained in this Master Deed and the By-Laws or adopted pursuant thereto. Every written instrument dealing with a Unit shall specifically set forth the name by which the Property is identified and the Unit Designation

5.

identifying the Unit involved.

**5. COMMON ELEMENTS, PERCENTAGE INTEREST OF UNIT OWNERS**

(a) The Common Elements shall mean and include:

(i) The Land, the air space above the Buildings on said Land, and those portions of the Buildings which are not included within the title lines of any Unit and which are not made part of a Unit pursuant to Sections 4(b) and 4(c) hereinabove;

(ii) The Buildings' foundations, structural parts; supports; columns; beams; the masonry part of all interior masonry walls and exterior walls; non-masonry interior walls between Units (except that the surface of the wallboard or plaster on the Unit-side of such walls shall be part of the adjacent Unit and not part of the Common Elements); except for the Unit-side surface thereof, the concrete slab upon which each Unit is constructed; all portions of the Buildings below the upper surface of the concrete sub-floor of the first floor level of such Buildings; roofs; all freshwater, discharge water and sewer lines and associated equipment located on the exterior or outside of each Unit serving the Common Elements or more than one Unit or both; and electric, T.V. and telephone wires, cables, lines, pipes, fixtures, meters and associated equipment if such wires, cables, lines, pipes, fixtures, meters and/or equipment serve the Common Elements or more than one Unit or both and are located on the exterior or outside of any Unit;

(iii) Portions of the Land and Buildings used exclusively for the management, operation or maintenance of the Common Elements;

(iv) Installations of all central services and utilities, such as water, sewer, electric, telephone, gas and other utility lines, pipes, fixtures, meters and associated equipment which serve the Common Elements or serve more than one Unit or both;

(v) All parking areas, roads, drives, gatehouses and other parts or elements of the Buildings or the Property necessary or convenient to the Property's existence, management, operation, maintenance and safety, or in common use and which are not herein made a part of a Unit, and such facilities as are designated herein and in the By-Laws as Common Elements;

(vi) The Limited Common Elements described in subparagraph (b) of this Paragraph 5. Whenever the term "Common Elements" is used herein it shall include the Limited Common Elements unless the same are specifically excepted.

(vii) Whenever in this Master Deed a title line of a Unit is described as being the Unit-side surface of a designated

J56062

J42465

J39849

105254

6.

part of the Building, it is intended thereby, and it is hereby declared, that the owner of such Unit shall have an easement for the purpose of applying and removing paint, wall cover panelling or both to and from such surface and otherwise decorating, cleaning and maintaining the same, it being understood and agreed that the Condominium Association, acting on behalf of all Unit owners, shall, at all times while this Master Deed is in effect, retain the right and duty to maintain, clean, repair or replace the balance of the walls and floors of which said Unit-side surfaces are a part, notwithstanding the fact that such maintenance, cleaning, repair or replacement may temporarily adversely affect the Unit owner's aforesaid easement and right to use the Unit side surface thereof;

(viii) Whenever in this Master Deed, a title line of a Unit is described as being the exterior surface of a designated part of a Unit, it is intended thereby, and it is hereby declared, that the Condominium Association, acting on behalf of all Unit owners, shall, at all times while this Master Deed is in effect, retain the right to require the owner of such Unit to clean, maintain, replace and/or paint the same in accordance with instructions of the Condominium Association and at the expense of such Owner.

(ix) All unit owners shall be prohibited from installing, placing, constructing or otherwise any outside air conditioners, fans or otherwise in their respective units.

(x) Limited Common Elements: The Limited Common Elements consist of the balcony and patio or wood deck and each of the Units shall include the appurtenant right to the exclusive use of the balcony or patio, if any, to which such Unit has direct access. In addition, each townhouse unit owner has the exclusive right to use the area immediately adjacent to the rear of his or her unit. This area will also be designated as Limited Common Elements. The Townhouse Limited Common Element area will have a maximum width of the respective unit and maximum length of twelve (12') feet from the furthest rear end line in the building in which the unit is located where permitted. These Limited Common Element Areas, with the prior approval of the Architectural Review Committee, may be enclosed by the respective unit owner, however the size, location, position, height, width, length, type, material, color and overall appearance of the enclosure must be reviewed and approved by the Architectural Review Committee, composed of the members of the Board of Trustees. Any structure or otherwise located within any Limited Common Element area must be reviewed and approved by the Architectural Review Committee prior to its erection and/or construction. In the event this Limited Common Element area is enclosed, the respective unit owner will be responsible for maintaining, repairing, cleaning and overall appearance of the area within the enclosure. Each respective unit owner will be solely responsible for the area within his/her enclosure and will be solely liable for any damage to

7.

person or property caused by such enclosure or other structure located within such enclosure. In the event the enclosure or other structure located within the enclosure must be removed due to existing easements, restrictions, or due to the failure on the part of the unit owner to obtain prior approval from the Architectural Review Committee, or otherwise, the respective unit owner shall solely incur the cost of removing such enclosure or structure, and shall be solely liable for any and all damage caused to persons or property by the removal of the enclosure or structure. In the event the enclosure or other structure located within the enclosure is not approved by the Architectural Review Committee prior to its erection and/or construction, or the respective unit owner will not repair, replace, reconstruct, clean (or otherwise) the enclosure or other structure after written notice by the Architectural Review Committee (within 10 days written notice), or such enclosure or other structure is in violation of the Rules and Regulations of the Architectural Review Committee, Master Deed or By-Laws, and the unit owner will not remove the enclosure after written notice by the Architectural Review Committee (within 5 days of written notice), then the Architectural Review Committee shall have the authority to remove the enclosure or other structure at the sole cost of the respective unit owner and such unit owner will be solely liable for any and all damage to persons or property caused by the removal of such enclosure or other structure located within the enclosure.

Each Unit Owner shall have the right to use the Limited Common Elements appurtenant to his Unit for any lawful purpose, subject, however, to any restrictions, rules and By-Laws, and also subject to the limitation that such use shall not unduly interfere with the rights of use of the Owner of any other Unit to which the Limited Common Elements are appurtenant. All non-structural repairs and maintenance within a Limited Common Element shall be the joint and several obligation of the Unit Owner(s) of the Unit(s) to which such Limited Common Elements are appurtenant, and all costs so incurred are to be borne equally by all Unit Owners so served. In the event that a Unit Owner fails to make or perform repairs or maintenance to a Limited Common Element for which such Unit Owner is liable, then the Condominium Association shall have the right to make and perform such repairs and maintenance and to levy an assessment upon the responsible Unit Owner for the cost thereof. The Individual Unit Owner shall be responsible for any structural repairs or restoration of the Limited Common Elements and the cost thereof shall be borne by the unit served by such Limited Common Element. Developer hereby reserves to the Condominium Association an easement over and through said Limited Common Elements for the performance of repairs and maintenance which Condominium Association is either authorized or obligated to perform.

In addition, no unit owner will be permitted to install, maintain, operate or otherwise outside window air conditioners,

8.

fans or otherwise and their use is in direct violation of the Master Deed, By-Laws and the Rules and Regulations of the Condominium. The Board of Trustees is given the absolute authority to correct and cure such violations.

(c) The initial percentage of undivided interest in the Common Elements in fee simple appurtenant to each Unit (hereinafter referred to as the "Percentage Interest") shall be as set forth in Exhibit "D", attached hereto and made a part hereof, and, except as otherwise provided herein (see Section 16) or in the By-Laws, such percentage shall not be altered except by recording an amendment to this Master Deed duly executed by all of the Unit Owners affected thereby. The Percentage Interest shall also determine such Unit Owner's proportionate share of Common Expenses, Surplus and voting rights. Such percentage of undivided interest is subject to dilution by amendment of subsequent phases as described in Exhibit B hereto.

(d) COMMON EXPENSES

(i) Each Unit Owner shall be liable for a share of the Common Expenses as defined below, such share being the same as the Percentage Interest which is appurtenant to his Unit. "Common Expenses" shall mean:

(a) Expenses of administration, maintenance, repair and replacement of the Common Elements;

(b) Expenses agreed upon as common by all the Unit Owners;

(c) Expenses declared common by the provisions of the Condominium Act, or by this Master Deed or the By-Laws.

(ii) Notwithstanding the foregoing, during the initial construction and sale period and until July 1, 1985, no unit will be assessed monthly association dues. All such condominium dues will be paid by Sponsor prior to July 1, 1985. In addition, Sponsor guarantees that no unit will be assessed more than the monthly amount shown in the proposed budget in any month prior to January 1, 1986, and further guarantees that Sponsor shall pay to the Association any deficit between actual expenses and amounts assessed prior to January 1, 1986. Sponsor will make no additional subsidy which would artificially lower the monthly assessments of Common Expenses.

(e) "Common Receipts" means: (i) assessments and other funds collected from Unit Owners as Common Expenses or otherwise; (ii) rent and other charges derived from leasing or licensing the use of the Common Elements; and (iii) receipts designated as common pursuant to the Condominium Act or this Master Deed or the By-Laws.



(f) "Surplus" means the excess, if any, of all Common Receipts over all Common Expenses during any fiscal year of the Condominium. Surplus shall be either distributed to the Unit Owners in the same proportion as their Percentage Interests, or applied to the Common Expenses for the fiscal year following the fiscal year during which there is such Surplus.

#### 6. EASEMENTS

(a) The Units and the Common Elements shall be, and are hereby made subject to, easements in favor of the appropriate utility companies for such utility services as are desirable or necessary to serve adequately the Property and all appurtenances thereto, including, without limitation, the right to install, lay, maintain, repair, relocate and replace water mains and pipes, sewer and drain lines, telephone wires and equipment, and electrical wires and conduits and associated equipment over, under, through, along and on the Property.

(b) The Common Elements shall be, and are hereby made subject to, an easement in favor of the Unit Owners and their invitees, tenants and servants, and the Condominium Association for pedestrian and vehicular traffic on, over, through and across such portions of the Common Elements as may be from time to time paved and intended for such purposes.

(c) The Common Elements shall be and are hereby made subject to the following easements (in addition to any other easements set forth in this Master Deed) in favor of the Unit or Units benefited thereby:

(i) For the installation, repair, maintenance, use, removal and/or replacement of any recessed medicine cabinet in the bathroom of a Unit in the event that a part of such cabinet is located in the portion of a wall adjacent to such Unit which is a part of the Common Elements; and

(ii) For the installation, repair, maintenance, use, removal and/or replacement of overhead lighting fixtures, electrical receptacles and the like which are located in a portion of the ceiling or wall adjacent to a Unit which is part of the Common Elements; provided, that the installation, repair, maintenance, use, removal or replacement of such fixtures, receptacles and the like will not unreasonably interfere with any part of the Common Elements or impair or structurally weaken a portion of the Buildings; and

(iii) For driving and removing nails, screws, and bolts from the Unit-side surface of the walls of a Unit into the portion of such walls which are part of the Common Elements; provided, that such action will not unreasonably interfere with the use of any part of the Common Elements or impair or structurally weaken the Buildings and;

10.

(iv) For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical wiring and all other utility lines and conduits which are part of a Unit and which pass across or through a portion of the Common Elements.

(d) To the extent necessary, each Unit shall have an easement for structural support over the Common Elements and over every other Unit in the Buildings, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Buildings and the Common Elements.

(e) The Units shall be and are hereby made subject to the following easements:

(i) In favor of the Condominium Association or its designee, for inspection of the Units for the purpose of verifying the performance of Unit Owners of all items of maintenance and repair to Limited Common Elements situated in or accessible to only from such Unit for which they are responsible, for inspection of the condition of the Common Elements situated in or accessible from such Unit, for correction of emergency conditions in each Unit or casualties to such Common Elements and/or Unit, for repairing, replacing and improving Common Elements therein or elsewhere in the Buildings, to abate any violation of law, orders, rules or regulation of any governmental authorities having jurisdiction, to correct any condition which violates the provisions of any mortgage and for such other purpose as may be reasonably required to carry out its duties, it being understood and agreed that the Condominium Association and its agents shall take reasonable steps to minimize any interference with a Unit owner's use of his Unit resulting from the Condominium Association's exercise of the foregoing rights pursuant to this Section or any other provision of this Master Deed; and

(ii) In favor of the Common Elements benefited, for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical wiring and all other utility lines and conduits which are part of the Common Elements and which pass across or through a portion of a Unit or Units.

(f) If a Unit or Units shall encroach upon any Common Element or upon any other Unit by reason of original construction or a cause other than the purposeful or negligent act or omission of the Unit owner, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist for so long as such encroachment shall exist. If any Common Element shall encroach upon any Unit by reason of original construction or a cause other than the purposeful or negligent act or omission of the Condominium Association, then an easement appurtenant to such Common Elements, to the extent of such encroachment, shall exist for so long as such

11.

encroachment shall exist. In the event any Building is partially or totally destroyed, and then rebuilt, encroachments upon the Common Elements and/or Units, and as to the extent described above, shall be permitted, and a valid easement for said encroachments and the maintenance thereof shall exist for so long as such encroachment continues to exist.

(g) The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the developer, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property or the entire property shown on Exhibit "B". The easements created in this subparagraph (g) shall include, without limitation, rights of Developer or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains, and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Common Elements and the right to hook into all such facilities.

(h) Developer reserves an easement on, over and under those portions of the Common Elements not located in a Building which contains Unit 1 for all purposes relating to the construction, development, leasing, and sale of improvements on the property shown on Exhibit "B". This easement shall include, without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever including the movement and storage of building material and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directional and promotional signs.

(i) Each Unit Owner and each person lawfully residing on any portion of the real estate described in Exhibit "B" is hereby granted a non-exclusive perpetual right and easement of access to and enjoyment in common with others of the amenities and common areas of the loop main road and the main entrance (with any fences, walls and gatehouse) as shown on Exhibit "B", if, as and when such areas are added to the Condominium pursuant to an amendment to this Master Deed.

(j) An easement for the purpose of installing, maintaining operating, repairing and replacing a tie-in line connecting a sump pump from said unit owners unit across and under the Common and Limited Elements and tying into the storm sewer line located on the Common Element Area of the Condominium.

12.

(k) An easement for the purpose of using the Limited Common Element appurtenant to each respective unit more particularly described in the Master Deed. The rights and easements of access and enjoyment created hereby shall be subject to the following:

(A) the right of the Condominium Association to adopt rules and regulations governing the use of the Recreation Area.

As a condition of the enjoyment of the easement created by this subparagraph, the record owner of the fee simple created of each portion of the real estate described in Exhibit "B" shall pay to the Condominium Association each month an assessment levied exclusively for a proportionate share of the costs for the management operation, repair, replacement and maintenance of the loop road and entrance and for services and facilities related thereto.

Upon the annexation of any portion of the real estate shown on Exhibit "B" to the Condominium:

(A) the easement created by this subparagraph shall terminate as to the portion of such real estate so annexed, and

(B) commencing with the first assessment payment due after such annexation, the assessment levied pursuant to this subparagraph shall not be payable by the dwelling unit owners within the portion of the real estate so annexed.

1) All easements and rights described and mentioned in this Master Deed are easements appurtenant, running with the Land, Units and Common Elements, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon Developer, its successors and assigns, the Condominium Association, any Unit Owner, purchaser, mortgagee and any other person having an interest in said Land, Units, Common Element or any portion thereof. Developer's rights in the described easements will terminate after all of Sponsor's obligations under the various warranties have been fulfilled except as to Developer's easements respecting further construction and sale of other Phases of the Condominium (whether or not added or to be added to the Condominium) and other developments in the area, provided however, that such easements and rights described therein are used with advance notice except in the case of emergency only when concerning condominium units.

#### 7. GENERAL PROVISIONS:

(a) Utilities: Unless obtained by the Condominium Association and designated as a Common Expense, all services furnished by any utility company or the Municipality to any Unit Owner shall be charged to and paid by the Unit Owner receiving such services. Separate meters may be furnished for all Units

to measure consumption of utility services.

(b) Assessments and Taxes: Each Unit and its proportionate undivided interest in the Common Elements as determined by this Master Deed and any amendments thereof shall be assessed and taxed for all purposes as a separate parcel of real estate entirely independent of the Building or Property of which the Unit is part and each Unit Owner is charged with the payment of all such taxes, municipal claims and liens assessed, lienor or filed against his Unit.

(c) No Partition of Common Elements: There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Master Deed is terminated and the Property is withdrawn from the terms of this Master Deed, the Condominium Act or any other statute applicable to condominium ownership as herein provided; provided, however, that if any Unit shall be owned by two or more co-owners or tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit ownership as between such co-owners.

(d) No Severance of Ownership: The undivided interest in the Common Elements may not be separated from the Unit to which such interest pertains and shall be deemed to be conveyed, leased or encumbered with the Unit even though such interest is not expressly referred to in the deed, lease, mortgage, or other instrument.

(e) Incorporation by Reference: Reference in the respective deeds of conveyance of any Unit or in any mortgage or other evidence of obligation secured by any Unit to the easements and rights in any part of this Master Deed shall be sufficient to create and reserve such easements and rights to the Developer, its successors or assigns, and to the respective grantee and mortgagee of such Units as fully and completely as though such easement and rights were recited fully and set forth in their entirety in such documents.

(f) Maintenance and Repair of Units: No Unit Owner shall do or cause to be done any work affecting his Unit which would jeopardize the soundness or safety of the Property, reduce the value thereof, or impair any easement of hereditament therein. It shall be the responsibility of each Unit Owner: (i) to maintain, repair or replace, at his own expense, all portions of his Unit which may cause injury or damage to the other Units or to the Common Elements; (ii) to maintain the interior surfaces of all walls, ceilings and floors within the Unit and otherwise to keep the Unit and all alterations, improvements, fixtures and such therein in good order, condition and repair; (iii) to refrain from decorating or changing the appearance of any portion of the Common Elements without first obtaining the consent, in writing, of the Condominium Association; and (iv) to refrain from repairing, altering, replacing, painting,

decorating or changing the exterior appendages, whether or not exclusively used by the Unit Owner, without first obtaining the written consent of the Condominium Association.

8. **RESTRICTIONS:** The following restrictions shall be applicable to and be covenants running with each Unit and may not be amended without the prior written approval of the Condominium Association.

(a) **Unit Subdivision:** Except as reserved to the Developer, no Unit may be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise transferred without first amending this Master Deed in accordance with the provisions hereof to show the changes in the Unit to be affected thereby, and without the written approval of the mortgagee, if any, holding a Permitted Mortgage upon such Unit.

(b) **Use of Units:** Unless otherwise permitted in writing by Condominium Association, any Unit may be used only for single housekeeping unit residential purposes and for no other purpose.

9. **LEASING:** Units, and ownership thereof, shall be subject to the following restrictions:

(a) No Unit Owner is permitted to lease his Unit for transient or hotel purposes, which shall be deemed to include any lease having a stated term of less than six months.

(b) No Unit Owner may lease less than all of his Unit.

(c) All leases shall be in writing and the written lease shall provide that the terms of the lease are subject to this Master Deed, the By-Laws and the Rules, as the same may be amended from time to time and that any violation thereof shall constitute a default pursuant to such lease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any Common Expense Assessments on behalf of the Owner of that Unit.

#### 10. **MORTGAGES:**

(a) Any Unit Mortgage and the obligation secured thereby shall provide generally, that such Unit Mortgage and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act, this Master Deed, the By-Laws, and the Rules, and specifically, but without limitation, that the Unit Mortgagee shall have no right (i) to participate in the adjustment of losses with insurers under policies maintained by the Condominium Association pursuant to the By-Laws or in the decision as to whether or not or how to repair or restore damage to or destruction of the Buildings; (ii) to receive or apply the proceeds of said insurance to the reduction of the debt secured by such Unit Mortgage or otherwise, except in the event and to the extent of the distribution thereof pursuant to the By-Laws;

13.

or (iii) to accelerate the debt secured by such Unit Mortgage or to exercise any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the property other than within the Unit upon which the particular Unit Mortgage is a lien. The obligation secured shall be prepayable, without penalty, upon the occurrence of any termination of the Condominium or determination not to restore or replace the affected Unit.

(b) No Unit Owner or prospective purchaser of a Unit shall deliver any obligation to be secured by a Unit Mortgage, unless it has first notified the Condominium Association of the name and address of the proposed Unit Mortgagee, and unless the form thereof have been then or thereafter submitted to and approved by the Condominium Association as complying with the provisions of subparagraph (a) above, which approval shall be promptly given provided that all forms used by a prospective mortgagee shall conform to all FHLBC, FNMA, GNMA requirements. The Condominium Association has reviewed and approved the New Jersey FHLBC and FNMA form of mortgages with the Condominium Rider. When the Unit Mortgage is delivered to a mortgagee, the Unit Owner shall simultaneously provide executed or conformed copies to the Condominium Association. The Secretary shall maintain a register of all such Unit Mortgages, showing the name and address of the Unit Mortgagee or a second lien if held by the seller of the Unit or any other Unit Mortgage approved by the Condominium Association.

(c) Permitted Unit Mortgages which shall have a first priority mortgage lien upon the Unit or a second lien if held by the seller of the Unit or any other Unit Mortgage approved by the Condominium Association shall be known as Permitted Mortgages, and the holders thereof shall be known as Permitted Mortgagees and shall have the following rights:

(1) No Unit which is encumbered by a Permitted Mortgage may be partitioned or subdivided without the prior written approval of the Permitted Mortgagee of such Unit.

(2) Any Permitted Mortgagee shall, upon written request, be entitled to: (i) inspect the books and records of the Condominium Association during business hours; (ii) receive copies of budgets, notices of assessments, any other notices to be given to the Unit Owner and an annual audited financial statement of the receipts and disbursement of the Condominium within ninety (90) days following the end of any Fiscal Year of the Condominium; (iii) receive written notice of all meetings of the Unit Owners and designate a representative to attend all such meetings; and notice of lapse, cancellation or material change of Association insurance policies.

(3) In the event of damage to or destruction of any Unit in excess of One Thousand (\$1,000) Dollars, the Condominium Association shall give prompt written notice thereof to the

Permitted Mortgagee of such Unit. In the event of damage to or destruction of any portion of the Common Elements in excess of Ten Thousand (\$10,000.00) Dollars, the Condominium Association shall give prompt written notice thereof to the Permitted Mortgagees. No Unit owner or any other party shall have any priority over a Permitted Mortgagee with respect to the distribution to such Unit owner of the proceeds of any insurance or condemnation awards.

(4) If any Unit or portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Condominium Association shall give prompt written notice thereof to the Permitted Mortgagee of such Units. If the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Condominium Association shall give prompt written notice thereof to all Permitted Mortgagees; provided however, that failure to give such notice shall have no effect upon the validity of any deed or other document given to the condemning authority by the Condominium Association.

(5) If the Owner of any Unit shall remain in default of any obligation pursuant to this Master Deed, the By-Laws, the Rules, or the Condominium Act for a period of thirty (30) days after the notice of such default by the Condominium Association to such Unit Owner, the Condominium Association shall give written notice of such default to the Permitted Mortgagee of such Unit.

(6) Neither the Condominium Association nor the Unit Owners shall terminate professional management of the Property and assume self-management of the Property without the prior written approval of all Permitted Mortgagees; provided, however, that failure to obtain such approval shall not invalidate any acts performed by the Condominium Association as to any party other than a nonconsenting Permitted Mortgagee.

(7) This Master Deed shall not be amended by any material amendment, including but not limited to, any amendment which would change the Percentage Interest of any Unit; partition or subdivide any Unit; abandon, partition, subdivide, encumber, sell or transfer any Common Elements; use casualty insurance proceeds for other than restoration, except as provided by the Act in the event of substantial loss; without the prior written approval of the Permitted Mortgagees of the Units so affected. The granting of easements for public utilities or for the other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer pursuant to this subparagraph.

(8) The condominium regime created by this Master Deed shall not be terminated or abandoned without the prior written



approval of all Permitted Mortgagees.

# **11. ASSESSMENTS AND ENFORCEMENT:**

(a) All Assessments by resolutions duly adopted by the Condominium Association against any Unit for the share of Common Expenses chargeable to that Unit shall constitute the personal liability of the Unit Owner of the Unit so assessed and shall, until fully paid, together with interest thereon at the legal rate from the due date of any installment, constitute a charge against such Unit which shall be enforceable as provided in the Condominium Act.

(b) Any Assessment against a Unit may be enforced by suit by the Condominium Association acting on behalf of the Unit Owners. Each suit when filed shall refer to the Condominium Act and to the Unit against which the Assessment is made and the Unit Owner thereof and shall be indexed by the clerk as a lien upon the Unit from the date of filing a claim in the County of Records of Burlington County. Any judgment against a Unit and the Unit Owner shall be enforceable in the same manner as is otherwise provided by law. The lien of the Assessments provided for herein shall be subordinate to the lien of any first Mortgage (meaning any recorded mortgage with first priority on seniority over other mortgages) made for value and recorded prior to the date on which the Assessment came due, any lien for past due and unpaid taxes, and any other lien recorded prior to the filing of the recording of the claim of lien.

(c) In the event that title to a Unit shall be transferred by sheriff's sale pursuant to execution upon any lien against the Unit or deed in lieu of foreclosure, the Condominium Association shall give notice in writing to the sheriff or grantee of the deed in lieu of foreclosure of any unpaid assessments for Common Expenses which are a charge against the Unit but have not been reduced to lien pursuant to section 46:8B-21 of the Condominium Act. The purchaser at such sheriff's sale or the grantee of a deed in lieu of foreclosure and the Unit involved shall not be liable for unpaid Assessments for Common Expenses which become due prior to the sheriff's sale of a Unit or the recording of the deed in lieu of foreclosure shall be extinguished by such deed, sale or writ of execution. Any such unpaid assessments which cannot be collected from the former Unit Owner within sixty (60) days after such sheriff's sale or deed in lieu of foreclosure shall be reassessed by the Condominium Association as a Common Expense to be collected from all of the Unit Owners, including the purchaser/grantee who acquired title at the sheriff's sale or by deed in lieu of foreclosure, his heirs, successors and assigns. No sale or transfer shall relieve such Unit from liability for any installments or Assessments thereafter becoming due or from the lien thereof.

Notwithstanding any foreclosure, deed in lieu of

18.

foreclosure, tax sale, judicial, or other forced sale of a Unit, all applicable provisions of this Master Deed and the By-Laws shall be binding upon any purchaser at such sale to the same extent as they would bind a voluntary grantee, except that such purchaser shall not be liable for the share of Common Expenses or other Assessments pertaining to such Unit or chargeable to the former Unit Owner which became due prior to such sale except as otherwise provided in this Paragraph (b).

(d) Upon the voluntary sale or conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments for Common Expenses which are a charge against the Unit as of the date of the sale or conveyance, but such joint and several liability shall be without prejudice to the grantee's right to recover from the grantor the amount of any such unpaid Assessments which the grantee may pay, and until any such Assessments are paid, they shall continue to be a charge against the Unit which may be enforced in the manner set forth in Section 46:8B-21 of the Condominium Act: Provided, however, that any person who shall have entered into a written agreement to purchase a Unit shall be entitled to obtain a written statement from the Treasurer of the Condominium Association setting forth the amount of unpaid Assessments charged against the Unit and the Unit Owner, and such statement shall be furnished within ten (10) days after written request therefor. If such statement does not reveal the full amount of the unpaid Assessments as of the date it is rendered, neither the purchaser nor the Unit shall be liable for the payment of an amount in excess of the unpaid Assessments shown thereon. Any such excess which cannot be promptly collected from the former Unit Owner may be reassessed by the Condominium Association as a Common Expense to be collected from all of the Unit Owners, including the purchaser, his successors and assigns.

(e) Any fees, charges, late charges, fines and interest which may be levied by the Condominium Association against a Unit owner shall be subordinate to the lien of a Permitted Mortgage on a Unit.

**12. COMPLIANCE AND DEFAULT:** Each Unit Owner shall be governed by and shall comply with the terms of this Master Deed, the By-Laws and the Rules and Regulations adopted pursuant thereto and as said documents and Rules and Regulations may be amended from time to time. Failure of the Unit Owner to comply therewith shall entitle the Condominium Association or other Unit Owners to the following relief in addition to other remedies provided in this Master Deed and the Condominium Act:

(a) **Suits:** Failure to comply with the terms of this Master Deed, the By-Laws and the Rules and Regulations adopted pursuant thereto, and the same as they may be amended from time to time, shall entitle the Condominium Association or an aggrieved Unit Owner to sue for such sums as it may be damaged

19.

or to sue for injunctive relief or both. Such relief shall not be exclusive of other remedies available at law or in equity.

(b) Costs and Attorney's Fees: In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Master Deed, By-Laws and Rules and Regulations adopted pursuant thereto, and as said documents and Rules and Regulations may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney's fees, provided, no attorney's fees may be recovered against the Condominium Association in any such action unless the court first expressly finds that the Condominium Association acted in bad faith.

(c) No Waiver of Rights: The failure of the Developer, or the Condominium Association or any Unit Owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Master Deed, the By-Laws or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

13. AMENDMENTS: Subject to the other provisions of this Master Deed relative to amendments, this Master Deed may be amended in the following manner:

(a) Notice: Notice of the subject matter of proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) Resolution: An amendment may be proposed by either the Condominium Association or by Unit Owners holding not less than twenty (20%) percent of the Percentage Interests in the Common Elements. A resolution adopting a proposed amendment must have the approval of those Unit Owners holding not less than seventy-five (75%) percent of the Percentage Interests in the Common Elements. Owners not present at the meetings considering the amendment may express their approval, in writing, given at any time before such meeting or at any time before the expiration of the calendar month following the month in which such meeting was held.

(c) Agreement: In the alternative, an amendment may be made by an agreement signed and acknowledged by the record owners of the Units having not less than seventy-five (75%) percent of the Percentage Interests in the Common Elements of the Condominium, in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the public records of Burlington County, New Jersey.

(d) Proviso: Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units unless the Unit Owners and Permitted Mortgagees so affected shall consent; and no amendment shall change any Unit nor the share in the Common Elements, and any

other of its appurtenances nor increase the owner's share of the Common Expenses unless the owner of the Unit concerned and the holders of a Permitted Mortgage thereon shall join in the execution of the amendment. No amendment to the Master Deed shall make any change which would in any way affect any of the rights, privileges, powers and options of the Developer unless the Developer shall join in the execution of such amendment. Notwithstanding anything herein to the contrary, the Developer reserves the right to change the location, interior design and arrangement of all Units and to alter the boundaries between Units as well as to combine Units so long as Developer owns the Units changed or altered. Such changes or alterations shall be reflected by an Amendment to this Master Deed, and said Amendment need only be executed by Developer and the holders of any Permitted Mortgages in said Units. If more than one Unit is concerned, Percentage Interest of the Units affected shall be duly apportioned. If, in the judgment of the Trustees of the Condominium Association, any amendment is necessary to cure any ambiguity or to correct or supplement any provision of the Master Deed, or the By-Laws, which is defective or inconsistent with any other provision thereof or with the Condominium Act, or to change, correct or supplement anything appearing or failing to appear in the Master Deed attached hereto which is incorrect, defective or mutually inconsistent, or if such amendment is necessary to conform to the then current requirements of FNMA, FHLMC or NHA with respect to condominium projects, the Condominium Association may effect an appropriate corrective amendment without the approval of Unit Owners upon its receipt of an opinion from counsel to the effect that the proposed amendment is permitted by the terms of this sentence, together with like opinion from a registered architect or licensed professional engineer in the case of any such amendment to the Plans. The foregoing is in addition to, and not in derogation of, the provisions of Section 13(b) hereof. Each such amendment shall be effective upon the recording thereof in the public records of Burlington County, New Jersey of an appropriate instrument setting forth the amendment and its due adoption, duly executed and acknowledged by an appropriate officer of the Condominium Association.

(e) Execution and Recording: A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the appropriate officers of the Condominium Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Burlington County, New Jersey.

14. TERMINATION: The Condominium may be terminated in the following manner:

- (a) By Statute: As provided by the Condominium Act.
- (b) Destruction: In the event it is determined in the

21.

manner provided in the By-Laws that the Buildings shall not be reconstructed after casualty, the Condominium plan of ownership will be thereby terminated. The determination not to reconstruct after casualty shall be evidenced by a certificate of the Condominium Association executed by the President and Secretary certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Burlington County, New Jersey.

(c) General Provisions: The termination of the Condominium shall be evidenced by a certificate of the Condominium Association executed by its President and Secretary certifying as to facts affecting the termination, which certificate shall become effective upon being recorded in the public records of Burlington County, New Jersey. When the Property has been removed from the provisions of the Condominium Act, the former Unit owners shall, at the time such removal becomes effective, become tenants in common of the Property, and the holders of mortgages, judgments and other liens against the Unit or Units formerly owned by such Unit Owner shall have mortgages, judgments and liens upon the respective undivided common interest of the Unit Owners in the entire Property. The undivided interest in the Property owned in common which shall appertain to each Unit Owner following such removal shall be the same percentage as the common interest previously owned by such Unit Owner in the common Elements. All funds held by the Condominium Association and all insurance proceeds, if any, shall be and continue to be held for the Unit Owners in proportion to the amount of their respective Common Interests. The costs incurred in connection with such removal shall be a Common Expense.

If the Property shall be removed from the provisions of the Condominium Act, then the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all the Unit Owners in proportion to their respective Common interest; provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all liens or charges on his Unit or his respective Common Interest. Such removal of the Property from the provisions of the Condominium Act shall not preclude its subsequent submission to the provisions thereof in accordance with the terms of the Condominium Act.

**15. GENERAL PROVISIONS PERTAINING TO DEVELOPER:**

Notwithstanding any other provisions herein or in the By-Laws contained, for so long as Developer continues to own any of the Units the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve Developer from any obligations of a Unit Owner to pay Assessments as to each Unit owned by Developer in accordance with the Documents after the Unit has become subject to Assessments, in accordance with Section 5(d) (ii) hereof.

22.

(i) Developer shall have the right at any time to sell, transfer, lease, re-let, subdivide or combine, any Units which the Developer continues to own after this Master Deed has been recorded, without regard to any restrictions relating to the sale, transfer, lease, form of lease, subdivision or combination of Units contained herein or in the By-Laws, and without the consent or approval of the Condominium Association or any other Unit Owner being required. Developer shall have the right to hold Units for lease and shall not be required to hold Units for sale. In addition, Developer shall have the exclusive right to alter, change, amend or otherwise new floor plans, buildings, etc. so long as such units are architecturally harmonious with the prior declared units.

(ii) Subject to the provisions of the By-Laws with respect to subsequent election of the Board of Trustees and the rights of Unit Owners other than Developer to elect members of the Board of Trustees, Developer shall have the right to appoint the initial Board of Trustees and any replacement members of the Board of Trustees (other than vacancies caused by the death, retirement or removal of Trustees elected by the Unit Owners), such right to expire in any event upon the earlier of (1) sale of 99 of the Units, (2) the seventh anniversary of the date of this Master Deed.

(iii) Developer does not make, and specifically disclaims any intent to have made, any warranty or representation in connection with any Unit, the Common Elements, the Property or the condominium documents except as specifically set forth herein or in the Application for Registration or in any agreement of sale for a Unit, and no person shall rely upon any warranty or representation not so specifically made therein.

(iv) The Developer shall have the right to transact on the Property any business necessary to consummate the sale or leasing of Units, including but not limited to, the right to maintain models, display signs, employees in the office and to use the Common Elements.

(v) 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 reducing the Common Elements or facilities.

**16. PROVISIONS PERTAINING TO DEVELOPER: EXPANSION:**

(a) Notwithstanding any other provisions herein or in the By-Laws contained:

(i) Developer shall have the right, in its sole discretion, at any time and from time to time within seven years from the date of recordation of this Master Deed, to submit to the provisions of the Act and this Master Deed one or more

23.

portions of land described in Exhibit "B" hereof (such portions hereinafter referred to as "Phases"). Phases shall be submitted by one or more Amendments to this Master Deed in the form hereinafter provided.

Each Amendment hereto submitting one or more Phases to the provisions of the Act and of this Master Deed shall contain the following:

(1) a reference to the Act and an expression of the intention to submit the Phase to the provisions of the Act;

(2) the name of the Condominium and a reference to the recording date for this Master Deed and the By-Laws and all amendments to either theretofore recorded;

(3) a description of the Phase and of the Buildings and Units erected or to be erected thereon;

(4) a description of the Common Elements of the Phase;

(5) the Percentage Interest in the Common Elements of the Condominium assigned to each Unit in the Condominium; and

(6) any other provisions permitted by the Act so long as such provisions do not adversely affect the rights and privileges of owners of Units situate on all lands in the Condominium theretofore submitted to the Act.

(11) Each Amendment hereto submitting one or more Phases to the provisions of the Act and this Master Deed shall be executed by Developer on behalf of all Unit Owners affected thereby, pursuant to an irrevocable power of attorney hereby granted to Developer by each Unit Owner for such purpose. Each Unit Owner, by his acceptance of a deed of conveyance to his Unit, shall have granted to Developer an irrevocable power of attorney, coupled with an interest, empowering Developer to approve and execute the amendment(s) to the Master Deed contemplated hereby and to be effected pursuant to the provisions hereof, and no separate or other signature, vote or other approval whatsoever of any Unit Owner shall be requisite to the adoption, filing of record or effectiveness of any such amendment(s). Such power of attorney shall run with title to any and all Units and be binding upon the heirs, personal representative, successors and assigns of Unit owners. Such power of attorney shall not be affected by the death or disability of any principal.

Unless and until the submission of a Phase to the provisions of the Act by an amendment in accordance herewith, fee simple title to such Phase and to any and all buildings and improvements, if any, erected thereon, is hereby reserved to

Developer and its successors and assigns and no portion thereof and no interest therein shall be part of the Condominium hereby created, nor shall any costs or expenses thereof be the responsibility of any Unit Owner except Developer. Developer shall be under no obligation whatsoever to submit any Phase to the provisions of the Act and Developer's right to make any Phase a part of the Condominium shall terminate at the expiration of seven years from the date of the recording of this Master Deed with respect to any Phase not theretofore submitted to the provisions of the Act in accordance herewith.

(iii) The rights reserved to Developer by this Section 16 shall be together with and subject to the following provisions, conditions and limitations:

(a) The Percentage interest in the Common Elements of the Condominium assigned to each Unit upon the Submission of an additional Phase shall be equal to the units in the preceding phase.

(b) The maximum number of additional Units which may be added to the Condominium by Developer pursuant to this Section 16 hereof is thirty-three (33) units.

(c) The Units which Developer is permitted to add to the Condominium must be of a townhouse style being part of Buildings having no more than three stories above ground level, and must be architecturally harmonious with the original Units herein constructed.

(d) None of the residential units which may be included in any building constructed on the land described in Exhibit "B" after the date of the initial recording of this Master Deed shall constitute Units, and no portions of such buildings or of the other improvements to be so constructed shall constitute Common Elements unless and until and then only to the extent that each thereof shall be reflected on the Master Deed by reason of an amendment thereto pursuant to this Section 16. Until the effective date of each such amendment, fee simple title to such buildings and improvements is reserved to Developer and shall automatically vest in the Developer from the start of the respective construction of each thereof and none thereof shall be included within the Common Elements, with the result that Unit Owners shall have no interests therein prior to such effective date in each case. From and after the effective date of each such amendment, the buildings and improvements covered thereby shall constitute Units, Buildings and Common Elements as and to the extent set forth in such amendment pursuant to this Section 16.

(e) There is hereby reserved to the Developer, its successors and assigns and each deed or other instrument conveying title to or any interest in a Unit prior to the effective date of the amendment to this Master Deed contemplated



25.

by Section 16 shall include and shall be deemed to include a reservation to the Developer to the extent of the Percentage Interest in the Common Elements appurtenant to the Unit, of an easement to use those portions of the Land to such extent as may be necessary or in Developer's judgment desirable in order to construct those buildings and other improvements contemplated by this Section 16 as shall not at the time of recording have been theretofore included in any amendment to the Master Deed pursuant to this Section 16. Such easements shall terminate ten years from the later of the date of recording hereof or the effective date of such last amendment to this Master Deed pursuant to this Section 16.

(f) Each deed, mortgage, lease or other instrument conveying title to or any interest in a Unit shall be and shall be deemed to be under and subject to the easements and rights granted in this Section 16.

(g) Developer shall have no obligation to commence or complete the construction of the buildings and other improvements contemplated by this Section 16.

17. SEVERABILITY: The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase, word or other provision of this Master Deed, and any exhibits attached hereto, shall not affect the remaining portions thereof.

18. INITIAL BOARD OF TRUSTEES: The Board of Trustees and Architectural Review Committee shall manage the business, operations and affairs of the Condominium Association in accordance with the By-Laws. The initial Board of Trustees shall consist of the following five persons:

1. Jeffrey Harris Frankel
2. Eileen Freeman
3. Delano Purscell
4. Dawn Branca
5. Richard Luce

19. BY-LAWS: The operation of the Condominium property shall be governed by the By-Laws of the Condominium Association.

20. BINDING EFFECT: The provisions of this Master Deed and the By-Laws, shall be binding upon and shall inure to the benefit of the Developer, its successors and assigns.

26.

21. HEADINGS: Paragraph headings are intended for ease of reference only and shall not affect or alter the provisions hereof.

IN WITNESS WHEREOF, the said Developer has caused these presents to be executed the day and year first above written.

ORLEANS BUILDERS AND DEVELOPERS

BY: *Jeffrey H. ...*

Jeffrey H. ... General Partner

WITNESS: *Elizabeth Wade*

ELIZABETH WADE

Unofficial Document

---

EXHIBIT B  
BY-LAWS

---

# TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I	
NATURE OF BY-LAWS	
1. Purpose	1
2. Definitions	1
ARTICLE II	
MEMBERSHIP AND VOTING RIGHTS	
1. Membership	1
2. Voting	1
3. Suspension of Rights	2
ARTICLE III	
MEETINGS OF ALL MEMBERS OF THE ASSOCIATION	
1. Annual Meetings	2
2. Special Meetings	2
3. Proxies	2
4. Multiple Ownership	2
5. Notice and Quorum	3
ARTICLE IV	
BOARD OF TRUSTEES	
1. Composition	4
2. Term	5
3. Nominations	5
4. Method of Election	5
5. Resignation and Removal	5
6. Vacancies	5
7. Compensation	6
ARTICLE V	
MEETINGS OF TRUSTEES	
1. Regular Meetings	6
2. Special Meetings	6
3. Quorum	6
4. Executive Sessions	6
5. Action Taken Without a Meeting	6
6. Waiver of Notice	7
7. Assumed Assent	7
8. Consents and Approvals	7

**ARTICLE VI****POWERS AND DUTIES OF BOARD  
OF TRUSTEES**

1. General	7
2. Powers and Privileges	7
3. Duties and Responsibilities	9
4. Physical Damage Insurance	10
5. Public Liability Insurance	10
6. Workmen's Compensation Insurance	11
7. Automobile Insurance	11
8. Additional Insurance	11
9. Required Policy Provisions	11

**ARTICLE VII****FISCAL MANAGEMENT**

1. Common Accounts	11
2. Determination of Common Expenses	12
3. Disbursement	12
4. Depositories	12
5. Accounts	12
6. Reserves	13
7. Interest	13
8. Acceleration of Assessment	14
9. Installments Upon Default	14
10. Interest and Counsel Fees	14
11. Power of Attorney to Mortgagee	14
12. Annual Audit	15
13. Examination of Books	15
14. Fidelity Bonds	15
15. Fiscal Year	15

**ARTICLE VIII****OFFICERS**

1. Designation	15
2. Election of Officers	15
3. Removal of Officers	16
4. Duties and Responsibilities of Officers	16
5. Other Duties and Powers	16
6. Compensation	16
7. Eligibility of Trustees	17

**ARTICLE IX****ENFORCEMENT, INDEMNIFICATION  
AND EXCULPABILITY**

1. Enforcement	17
2. Fines	17
3. Indemnification	17
4. Exculpability	17

ARTICLE X	USE RESTRICTIONS	
	1. General	18
ARTICLE XI	MAINTENANCE, REPAIRS, ADDITIONS, ALTERATIONS OR IMPROVEMENTS	
	1. Maintenance and Repair to Units	20
	2. Maintenance and Repair to Common Elements	20
	3. Maintenance and Repair to Limited Common Elements	20
	4. Addition, Alterations or Improvements by the Association	20
	5. Miscellaneous	21
	6. Repair or Reconstruction of Casualty Damage	21
	7. Substantial Total Destruction	22
	8. Eminent Domain	24
	9. Obsolescence	24
ARTICLE XII	RIGHT OF ACCESS	
	1. General	25
ARTICLE XIII	COMMON EXPENSES	
	1. Payable by the Sponsor	25
	2. Payable by the Unit Owner	25
	3. Common Receipts	26
	4. Common Profits	26
ARTICLE XIV	AMENDMENTS	
	1. By Majority of Owners	26
	2. By Sponsor	26
ARTICLE XV	CONFLICT	
	1. General	26
ARTICLE XVI	ACQUISITION OF UNITS BY THE BOARD	
	1. General	27
ARTICLE XVII	MISCELLANEOUS	
	1. Notices	27
	2. Invalidity	28
	3. Waiver	28
	4. Corporate Seal	28

1.  
BY-LAWS

OF

SPRINGWOOD GREEN CONDOMINIUM ASSOCIATION

ARTICLE I  
NATURE OF BY-LAWS

SECTION 1. Purpose. These By-Laws are intended to govern the administration of SPRINGWOOD GREEN CONDOMINIUM ASSOCIATION (hereinafter referred to as the "Association"), a non-profit membership corporation organized under Title 15A of the Revised Statutes of New Jersey together with the management, administration, utilization and maintenance of the common elements of SPRINGWOOD GREEN CONDOMINIUM (hereinafter referred to as the "Condominium"), as described in the Master Deed for SPRINGWOOD GREEN CONDOMINIUM.

Section 2. Definitions. Unless the context clearly indicates otherwise, all definitions set forth in the Master Deed or in N.J.S.A. 46:84-3 are incorporated herein by reference.

ARTICLE II  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every unit owner in the condominium shall be a member of the Association, subject to the provisions of these By-Laws and any rules and regulations promulgated by the Board of Trustees. A person shall automatically become a member of the Association at the time he acquires title to his unit and he shall continue to be a member so long as he continues to hold title to his unit. No membership may be transferred in any way except as an appurtenance to the transfer of title to the unit to which that membership pertains. Transfer of membership shall be automatic upon the transfer of title, but the Association may treat the prior unit owner as the member for that unit until satisfactory evidence of the transfer has been presented to the Secretary of the Association. A person may be a member of the Association for more than one unit.

Section 2. Voting Rights. There shall be one hundred (100) votes in the Association. Each unit owner (including the sponsor so long as the Sponsor continues to own at least one unit) shall have one vote for each one (1.0%) percent of the Percentage Interest (as defined in the Master Deed) in the common elements assigned to his unit in the Master Deed and any amendments thereto. Sponsor's votes shall be cast by such persons as Sponsor may from time to time designate. Votes not held by Sponsor shall be cast in person or by proxy as otherwise provided herein.

2.

Section 3. Suspension of Rights. The membership rights of any unit owner may be suspended by action of the Board of Trustees during the period when such unit owner is more than 30 days delinquent in any payment of his common expense assessments, his rights and privileges shall be restored automatically. If the Board of Trustees has adopted and published rules and regulations governing the use of the common elements, and the personal conduct of any person thereon, the Board of Trustees may, in its discretion and in addition to the other remedies, suspend the rights of any person for violation of any such rules and regulations for a period not to exceed thirty (30) days.

#### ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within sixty days after the first Trustee is to be elected by the members in accordance with the provisions of Article IV Section 1 (b) hereof. Notice of the first annual meeting shall be given in accordance with Article III Section 5 hereof. Each subsequent regular annual meeting of the members shall be given in accordance with Article III Section 5 hereof. Each subsequent regular annual meeting of the members shall be held on the same month of each year thereafter on a date to be fixed by the Board of Trustees.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Trustees, or upon written request of 10% of the members. The above meeting shall be in accordance with the provisions of Article IV, Section 1(d).

Section 3. Proxies. Each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable at any time upon written notice to the Secretary, and shall automatically cease after eleven (11) months. Every proxy shall automatically cease when the Association has received written notice of the death or judicially declared incompetency of the grantor of the proxy or the sale or other transfer by the member of his Unit.

Section 4. Multiple Ownership. If a Unit is held by one person, his right to vote shall be established by the recorded title to the same. If held by more than one person, the person entitled to cast the vote or votes shall be designated in a Certificate signed by all of the record owners and filed with the Secretary of the Association. If held by a partnership, trust or estate, the general partners, trustees or executors, (or administrators, as the case may be), shall be deemed to be the owner hereunder. If held by a corporation, the officer or employee thereof entitled to cast the vote or votes for the