





CONDOMINIUMS

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WEYBRIDGE CONDOMINIUM ASSOCIATION MEMBERS

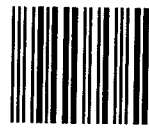
The Board of Directors is pleased to enclose your copy of the new Master Deed, By-laws and Rules and Regulations. We have incorporated them into a booklet for you to keep on file. Please discard any other copies you may have and please be aware that if you sell your unit, that the booklet along with any future changes, should go to the new owner, at the closing.

The Board of Directors and our Attorney have put a lot of time and effort into re-writing the Master Deed and By-laws, for the Association. You will recall that the Master Deed was approved at our annual meeting in October, 2003. Our By-Laws were also approved but with some changes suggested by our membership and our attorney. The new Master Deed and By-laws are now on file with the County.

The Board of Directors is pleased, with the co-operation of our members, to be able to bring this project to completion. Thank all of you for your help and patience.

John D. Waring
President
Weybridge Condominium
Association
January 2005

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AMENDED MASTER DEED
OF
WEYBRIDGE, A CONDOMINIUM

Prepared By:

Dennis A. Collins Esq

Record and Return to
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2517 Highway 35
Building E, Suite 201
Manasquan, New Jersey 08736

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**AMENDED MASTER DEED
FOR
WEYBRIDGE, A CONDOMINIUM**

THIS MASTER DEED, made this 6th day of October, 2003, by Weybridge Condominium Association a not-for-profit corporation having an address at 1838 Route 35, Wall, New Jersey (hereinafter referred to as "Association").

WHEREAS, the Association and its members owns in fee simple certain lands and premises in the Township of Wall, Monmouth County, New Jersey, which are more particularly described in Exhibit "A" attached hereto and made a part hereof, and which are hereinafter referred to as the "Property"; and

WHEREAS, the Property includes Six (6) residential Buildings in which are located a total of Ninety Six (96) dwelling units (hereinafter collectively referred to as "Units") together with certain other improvements, all as more particularly described Exhibit "A" aforesaid, together with all improvements thereon, and as more particularly shown on Exhibit "B" and Exhibits "C-1" through "C-9", and

WHEREAS, this Master Deed is intended to amend a previously established condominium form of ownership for the Property described in Exhibit "A" aforesaid, as shown on Exhibit "B" and Exhibits "C-1" through "C-9," known as Weybridge Condominiums(hereinafter the "Condominium"); and

WHEREAS, Weybridge Condominium Association, a New Jersey non-profit corporation (hereinafter referred to as the "Association"), has been established as the condominium association to have the responsibility for the administration, operation and management of the Condominium and the recreation facilities and other improvements intended for the common use and enjoyment of the residents of the Condominium; and

WHEREAS, all Owners of Units in the Condominium are automatically Members of the Association, and subject to the Master Deed and the Certificate of Incorporation and By-Laws of the Association (the "Condominium Documents");

THEREFORE, WITNESSETH:

***ESTABLISHMENT OF CONDOMINIUM.* The Association having previously been established as the condominium form of ownership for that parcel of land described in Exhibit "A" aforesaid, together with all improvements thereon, and**

as more particularly shown on Exhibit "B" and Exhibits "C-1" through "C-9," as the Weybridge Condominium and in accordance with the existing Master Deed, Bylaws and Rules and Regulations of the existing Condominium Association does hereby publish and record this amendatory Master Deed.

ARTICLE I

1.01. Recordation of Master Deed. Upon the recording of this Amended Master Deed the original Master Deed recorded in the Monmouth County Clerk's office in Deed Book 4501 at Page 166 shall be deemed amended by the within document.

ARTICLE II Definitions

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

2.03. "Annual Common Expense Assessment" shall mean and refer to those assessments imposed upon the Unit Owner(s) as described in Section 7.03 of this Master Deed.

2.04. "Association" shall mean Weybridge Condominium Association, Inc., a New Jersey non-profit corporation, formed to administer, manage and operate the common affairs of the Unit Owners of the Condominium and to maintain, repair and replace the General and Limited Common Elements of the Condominium as provided in this Master Deed and the By-Laws.

2.05. "Board" shall mean the Board of Trustees of the Association and any reference in the Condominium Documents to any power, duty, right of approval or any other right of the Association shall be deemed to refer to the Board and not the Membership of the Association, unless the context expressly indicates to the contrary. In any reference herein to any power or duty, right of approval or any other right which may be delegated. "Board" shall mean the entity to which such power or duty, right of approval or any other right has been delegated.

2.06. "Building" shall mean all the enclosed structures containing Units and structural improvements appurtenant thereto which are located on the lands described in Exhibit "A" and shown on Exhibits "B" and "C-1" through "C-___," respectively.

2.07. "By-Laws" shall mean the By-Laws of the Association, a copy of which document is attached as an exhibit to the original Master deed together with all future amendments or supplements thereto.

2.08. "Capital Improvement Assessment" shall mean and refer to those assessments imposed upon the Unit Owner(s) as described in Section 7.11 of this Master Deed.

2.09. "Certificate of Incorporation" shall mean the Certificate of Incorporation of the Association, a copy of which is attached hereto and made a part hereof as Exhibit "D," together with all future amendments or supplements thereto.

2.10. "Common Elements" shall mean "General Common Elements," "Limited Common Elements" and "Reserved Common Elements."

2.11. "Common Expenses" shall, subject to the provisions of Article VII hereof, mean all those expenses anticipated by N.J.S. 46:8B-3e, in addition to all expenses including reserves incurred or assessed by the Association, or its respective trustees, officers, agents or employees, in the lawful performance of their respective duties or powers.

2.12. "Condominium" shall mean (i) all the lands and premises described in Exhibit "A"; (ii) all improvements now or hereinafter constructed in, upon, over or through such lands and premises; (iii) all privileges or appurtenances pertaining or belonging to the land described in Exhibit "A"; and (iv) the entire entity created by the execution and recording of this Master Deed.

2.13. "Condominium Act" shall mean the provisions of N.J.S. 46:8B-1 et seq., and all applicable amendments and supplements thereto.

2.14. "Condominium Documents" shall mean and refer to this Amended Master Deed and its exhibits, which the Association will record in the Office of the Monmouth County Clerk/Register, the Association's Certificate of Incorporation, By-Laws and Rules and Regulations.

2.15. "Eligible Mortgage Holder" shall mean and refer to the holder, insurer or guarantor of a First Mortgage encumbering any Unit which has given written notice to the Association in the manner provided in Section 16.10 of this Amended Master Deed of its desire to have notice of those matters which are the subject of Sections 14.02 through 14.06 and 14.09 of this Amended Master Deed. The notice to the Association must state the name of the Mortgage Holder and the address to which notices to be sent to it should be directed and must sufficiently identify the Unit for which the Mortgage Holder holds a First Mortgage. It shall be the obligation of the Eligible Mortgage Holder to keep the Association informed of any change of address to which required notices should be sent.

2.16. "Emergency Assessment" shall mean and refer to those assessments imposed upon the Unit Owner(s) as described in Section 7.09 of this Amended Master Deed.

2.17. "First Mortgage" shall mean or refer to the first or paramount Mortgage, the lien of which encumbers a Unit.

2.18. "General Common Elements" shall have the same meaning as "Common Elements" pursuant to N.J.S. 46:8B-3d, except as same may be modified by the provisions of Article V hereof.

2.19. "Institutional Lender" shall mean any bank, mortgage banker, trust company, insurance company, savings and loan association, pension fund or other financial institution or governmental agency providing, acquiring, insuring, guaranteeing or proposing to provide, acquire, insure or guarantee Mortgages. It shall also mean and include the Federal National Mortgage Association (FNMA), the Veteran's Administration (VA), the Federal Home Loan Mortgage Corporation (FHLMC) and the Federal Housing Administration (FHA) and any other similar governmental or quasi-governmental entity that provides, acquires, insures or guarantees or proposes to provide, acquire, insure or guarantee Mortgages.

2.20. "Lease" shall mean any agreement for the leasing or rental of any Unit in the Condominium.

2.21. "Limited Common Elements" shall have the same meaning as "limited common elements" pursuant to N.J.S. 46:8B-3k, except as same may be modified by the provisions of Article V hereof.

2.22. "Limited Common Expenses" shall mean Common Expenses for which some, but less than all, of the Unit Owners are proportionately liable,

including but not limited to those expenses which are declared to be Limited Common Expenses by the provisions of this Amended Master Deed or the By-Laws.

2.23. "Amended Master Deed" shall mean the Amended Master Deed for The Weybridge Condominium, together with all future amendments and supplements thereto which are recorded in the Office of the Clerk/Register of Monmouth County.

2.24. "Member" shall mean all those Unit Owners who are Members of the Association as provided in Article V of the Certificate of Incorporation.

2.25. "Member in Good Standing" shall mean and refer to any Member who has, at least thirty (30) days prior to the date fixed for any meeting or other Association action, fully paid all installments due for assessments made or levied against him and his Unit by the Board, together with all interest, costs, attorneys' fees, penalties and other expenses, if any, properly chargeable to him and to his Unit.

2.26. "Miscellaneous Assessments" shall mean and refer to those assessments imposed upon the Unit Owner(s) as described in Section 7.14 of this Amended Master Deed.

2.27. "Mortgage" shall mean and refer to the duly recorded instrument and underlying obligation giving rise to a mortgage lien upon any Unit.

2.28. "Mortgage Holder" shall mean and refer to the holder of record of a Mortgage or one who insures or guarantees any Mortgage.

2.29. "Owner" or "Unit Owner" shall mean and refer to those persons or entities in whom record fee simple title to any Unit is vested as shown in the records of the Monmouth County Clerk/Register, including the Association, unless the context expressly indicates otherwise, but despite any applicable theory of mortgage, shall not mean or refer to any mortgagee or trustee under a deed of trust unless and until such mortgagee or trustee has acquired title to any such Unit pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure, nor shall the term "Unit Owner" refer to any lessee or tenant of a "Unit Owner".

2.30. "Permitted Mortgage" shall mean and refer to any Mortgage that is held by an Institutional Lender or which is a purchase money First Mortgage held by the Association or any other seller of a Unit. It shall also mean and include any

other Mortgage, the lien of which by the expressed terms of the Mortgage is subordinate to any and all existing or future Common Expense liens imposed by the Association. Any acquisition, construction, permanent or other Mortgage placed by the Association upon all or a portion of the Property including any Unit, shall also be a Permitted Mortgage so long as same is expressly made subordinate to the Condominium Governing Documents and provides a mechanism for securing partial releases for Units and their respective percentage interest in the Common Elements encumbered by same.

2.31. "Property" shall mean the Buildings, the land and premises described in Exhibits "A" and "B" and all improvements now or hereafter constructed in, upon, over or through such land and premises.

2.32. "Remedial Assessment" shall mean and refer to those assessments imposed upon the Unit Owner(s) as described in Section 7.13 of this Amended Master Deed.

2.33. "Rules and Regulations" shall mean those Rules and Regulations of the Association that may be promulgated by same, together with all future amendments or supplements thereto.

2.34. "Special Assessments" shall mean and refer to those assessments imposed upon the Unit Owner(s) as described in Section 7.10 of this Amended Master Deed.

2.35. "Unit" shall mean a part of the Condominium designated and intended for independent ownership and use, regardless of type; all as more specifically described in Article IV hereof, and shall not be deemed to include any part of the General Common Elements or Limited Common Elements situated within or appurtenant to a Unit.

ARTICLE III General Description of the Condominium

3.01. The Condominium. The Condominium will include the lands described in Exhibit "A" aforesaid 96 Units of varying types to be located in six Buildings, together with all appurtenant site improvements, all as shown on Exhibits "B" and "C-1" through "C-9" aforesaid, and includes all rights, privileges, roads, waters and appurtenances thereto belonging or appertaining.

ARTICLE IV

Description of the Units

4.01. Boundary. The dimensions, area and location of the Buildings and all of the Units within the Condominium are shown graphically on Exhibits "B" and "C-1" and "C-9." Each Unit is intended to contain all the space within the area bounded by the interior surface of its perimeter walls and its lowermost floor and its uppermost ceiling as follows:

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

TOP: The top of Unit Types [for Townhouses and Units with attic space] is an imaginary plane along and coincident with the underside of the roof sheathing and along and coincident with the exterior surface of any skylights, and extending in every direction to the point where it closes with every side of such Unit.

The top of Unit Types [for Units without attic space] is an imaginary horizontal plane along and coincident with the upper surface of the gypsum board or other material which forms the uppermost ceiling of the Unit and extending in every direction to the point where it closes with every side of such Unit.

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

4.02. Items Included in Unit. (a) Each Unit, regardless of type, also includes all appliances; fixtures; doors, door frames and hardware; window frames, panes, hardware and systems; skylights; interior walls and partitions; gypsum board and/or other facing material on the walls and ceilings thereof; the inner decorated and/or finished surface of the floors (including all flooring tile, ceramic tile, finished flooring, carpeting and padding) and all other improvements which are located within the boundaries of the Unit as set forth in Section 4.01, or which are exclusively appurtenant to a Unit, although all or part of the improvement may not be located within the boundaries of the Unit as set forth in Section 4.01. Such appurtenant improvements include the following, to the extent that they serve an

individual Unit only and not any other Unit or any portion of the Common Elements:

- (1) So much of the common heating, plumbing, ventilating and air conditioning system as extends from the interior surface of the walls, floors or ceilings into the Unit; and
- (2) All electrical wires which extend from the interior surface of walls, floors or ceilings into the Units and fixtures, switches, outlets and circuit breakers; and
- (3) All master antenna or cable television wiring which extends from the interior surface of the walls, floors, or ceilings into the Unit; and
- (4) Any fireplace, chimney or flue; and
- (5) All utility meters not owned by the public utility agency supplying the service; and
- (6) All equipment, appliances, machinery, mechanical or other systems whether or not same are located within or without the Unit including, but not limited to, the heat pumps or HVAC units located on concrete pads upon the Common Elements and window or wall-sleeve air conditioning units, if any; and
- (7) All storage areas located within a Unit which provide exclusive storage for the Unit.

4.03. Interior Partitions. Interior partitions or nonbearing walls within the confines of each Unit may, from time to time, be removed or replaced subject to the prior written approval of the Board. In the event a Unit Owner does remove or replace any or all such interior partitions or walls, no amendment of the Amended Master Deed will be necessary or required. No Unit may be partitioned or subdivided without the prior written approval of any Eligible Mortgage Holder for such Unit and the Board. None of the foregoing approvals shall apply to the Association prior to the initial conveyance of any Unit(s) owned by it to another Unit Owner.

ARTICLE V

Description of General and Limited Common Elements

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

- (a) All private streets, curbs and sidewalks, subject to the easements and provisions set forth in Article IX hereof; and

(c) The common parking areas located upon the lands described in Exhibit "A" and as shown on Exhibits "B" and/or "C-1" through "C-9", the use of which shall be subject to the Rules and Regulations of the Association; and

(d) Any landscaped areas, shrubbery and plantings; and

(e) Conduits, sewer laterals located under the building slabs, and other utility lines, underground sprinkler system, if any, and waterways, subject to the easements and provisions set forth in Article IX hereof; and

(f) Public connections and meters for gas, electricity, telephone and water not owned by the public utility or other agencies providing such services; and

(g) The roof, the foundations, footings, columns, girders, beams, supports, exterior or interior bearing or main walls and floors between Units; and

(h) Exterior lighting and other facilities necessary to the upkeep and safety of the building and grounds; and

(i) Any common equipment storage areas located within the Condominium for use by all Unit Owners, subject to the Rules and Regulations of the Association; and

(j) Any easement or other right which may now or hereafter be granted for the benefit of the Unit Owner(s) or others for access to or use of the General or Limited Common Elements not included within the Condominium or for any other purpose; and

(k) All tangible personal property required exclusively for the operation, maintenance and administration of the Condominium which may be owned by the Association; and

(l) All other facilities or elements of any improvement within any Building or within the Condominium necessary or convenient to the existence, management, operation, maintenance or safety of the Condominium or normally in common use.

(k) Any exterior landing, walkway or stairway to which there is direct access from the interior of an appurtenant Unit(s) shall be a Limited Common Element and shall be for the exclusive use of Owners of such Unit(s). All maintenance of exterior landings, walkways, or stairways shall be the responsibility of the Association.

5.02. Limited Common Elements. The Limited Common Elements shall include by way of description and not by way of limitation, all of the following:

(a) Any balcony, terrace, patio or deck to which there is direct access from the interior of an appurtenant Unit(s) shall be a Limited Common Element and shall be for the exclusive use of Owners of such Unit(s). The Owner(s) of a Unit(s) having use of any balcony, terrace, patio or deck shall be responsible for all routine cleaning, maintenance(including screens and patios), and snow

clearing of such balcony, terrace, patio or deck as appropriate. All other maintenance of balconies, terraces, patios and decks shall be the responsibility of the Association, except improvements by unit owners permitted by the Board, which maintenance responsibility shall be the unit owners.

(b) One parking space to be assigned by the Board to each unit owner.

5.03. Repair and Maintenance of Limited Common Elements. The Owner of a Unit(s) having use of any Limited Common Element shall be responsible to pay the cost and expenses of any maintenance, repairs or replacement of that Limited Common Element necessitated by their own negligent act or omission, misuse or neglect, or the negligent act or omission, misuse or neglect of their family member, household pets, guests, occupant or visitor, regardless of whether authorized by the Unit Owner(s). Any other repairs, maintenance, or replacement of the Limited Common Elements shall be the responsibility of the Association.

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

5.05. Reserved Common Elements. The Board shall have the power in its discretion to: (i) designate certain General Common Elements as "Reserved Common Elements;" (ii) grant rights to use the Reserved Common Elements on an exclusive basis for a specific time period to the Association and/or to any or less than all of the Unit Owners; and (iii) establish a reasonable sum of money to be charged to the reserving party for the use and maintenance of the Reserved Common Element. The designation by the Board of a General Common Element as "Reserved" shall not be construed as a sale or disposition of that Common Element.

ARTICLE VI

Determination of Percentage Interest, Common Expenses and Voting Rights

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

6.02. Percentage Interest. The percentage interest is based upon the initial value established by the Original Master Deed for each Unit within the

Condominium and shall be used to allocate the division of proceeds, if any, resulting from casualty loss or any eminent domain proceedings which affect any portion of the Common Elements within the Condominium. Each percentage has been adjusted to permit it to be expressed as a finite number to avoid an interminable series of digits. Except as otherwise provided in Article XIII hereof pertaining to reallocations following eminent domain, the percentage shall remain fixed.

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

6.04. Common Expenses. All assessments for the Common Expenses of each Unit in the Condominium shall be allocated in accordance with the relative square footage of each Unit as set forth in Exhibit "F". Any common surplus of the Association resulting from the operations of the Association shall also be allocated among all the Unit Owners, based upon the relative square footage of each Unit.

6.05. Voting. Each Member in Good Standing shall be entitled to cast one (1) unweighted vote for each Unit to which he holds title in all elections of Trustees. In all other questions, each Member in Good Standing shall be entitled to cast one (1) vote for each Unit to which he holds title, which vote shall be equal in weight to the percentage of interest in the Common Elements appurtenant to the Unit for which it is cast. The Association shall be entitled to cast all votes for Units owned by it, but the Association shall not be permitted to cast any votes held by him for unsold Units for the purpose of amending the Amended Master Deed, By-Laws or any other document or for the purpose of changing the permitted use of a Unit or for the purpose of reducing the Common Elements.

6.06. Membership in the Association. Upon acceptance of a Deed to a Unit, each Unit Owner shall automatically become a member of the Association, and shall be a member for so long as he shall hold legal title to his Unit subject to all provisions of the New Jersey Condominium Act and the Condominium Documents, which may now or hereafter be established by the Association and any other documents, amendments or supplements thereto. The Association

shall be a Member of the Association with respect to all Units covered by the Amended Master Deed and not yet conveyed to others.

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

ARTICLE VII

Maintenance and Capital Improvement Assessments, Lien for Assessments

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

7.02. Liability for Assessments. No Unit Owner may waive or otherwise avoid liability for Common Expenses by non-use of the Common Elements. Each assessment and all fines and other charges shall be a continuing lien upon the Unit against which it was made and shall also be the joint and several personal obligation of the Owner of such Unit at the time when the assessment, fine or other charge fell due, and of each subsequent record Owner of such Unit, except as otherwise contemplated by Article XIV of this Amended Master Deed or N.J.S. 46:8B-21 together with such interest thereon as may be permitted by law and cost of collection thereof (including reasonable attorney's fees). Liens for unpaid assessments, fines or other charges (to the extent fines or charges are deemed valid under applicable law) may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. Suit to recover a money judgment for unpaid assessments, fines or other

charges (to the extent fines or charges are deemed valid under applicable law) may be maintained without waiving the lien securing the same.

7.03. Annual Common Expense Assessments. It shall be an affirmative and perpetual obligation of the Board to fix Annual Common Expense Assessments in an amount at least sufficient to maintain the exterior of the Buildings and to maintain and operate the Common Elements as contemplated by the Amended Master Deed or By-Laws and as required by the Condominium Act. The amount of monies for Annual Common Expenses of the Association deemed necessary by the Board and the manner of expenditure thereof shall be a matter for the sole discretion of the Board.

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

7.05. Use of Annual Common Expense Assessments. The Annual Common Expense Assessments shall be used exclusively for promoting the health, safety, pleasure and welfare of the members of the Association, including, but without limitation: street lighting, refuse collection, snow clearing from parking areas, roadways, driveways, sidewalks and walkways, landscaping of unimproved General Common Elements, the maintenance and repair which is the responsibility of the Association pursuant to Section 8.02 herein; payment of applicable taxes and insurance premiums; all costs and expenses incidental to the operation and administration of the Association and its Property; and such other items as may from time to time be deemed appropriate by the Board; provided that Annual Common Expense Assessments shall not be used for new capital improvements subject to Section 7.11 hereof.

7.06. Allocation. The Annual Common Expense Assessment levied against each Unit shall be computed as follows: The General Common Expenses shall be allocated among all Units within the Condominium according to Section 6.04. The Limited Common Expenses for each type of Limited Common Element shall be allocated [on a square footage, percentage basis or equally as appropriate].

7.07. If an Annual Common Expense Assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior year's assessment, and any installments of such annual assessments shall be due upon each installment payment date until a new Annual Common Expense Assessment is made.

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

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

7.10. Special Assessments. In addition to the other Assessments herein authorized, the Board may levy, in any assessment year, a Special Common Expense Assessment, for the purpose of defraying in whole or in part, the cost of any reconstruction, repair or replacement of an existing Common Element not determined by the Board to constitute an emergency or immediate need but for which funds held in reserve are inadequate, or for any other lawful purpose, other than the construction or acquisition of new capital improvements, which shall be subject to Section 7.11 hereof.

7.11. Capital Improvement Assessment. In addition to the other Assessments herein authorized, the Board may levy, in any assessment year, a Capital Improvement Assessment for the purpose of acquiring real or personal property or constructing a new capital improvement, provided that the acquisition of real or personal property or construction of any new capital improvement, the cost of which exceeds the sum of \$10,000, shall have been authorized by the assent of two-thirds (2/3) in interest of the affected Members in Good Standing. This vote shall be taken at a meeting duly called for this purpose. Written notice of such a meeting, stating the purpose of the meeting, shall be sent to all Unit Owners no less than thirty (30) days in advance. The due date(s)

of any Capital Improvement Assessment, or any installment(s) thereof, shall be fixed in the resolution authorizing the Capital Improvement Assessment.

7.12. Exemption for Capital Improvement Assessments. Despite anything to the contrary herein, neither Association nor any Permitted Mortgage Holder shall be required to pay any Capital Improvement Assessments. Further, this provision may not be amended without the written consent of Association and every Permitted Mortgage Holder.

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

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

7.15. Exemption. Despite anything to the contrary herein, in the event the Association designates a Unit deeded or to be deeded to the Association without cost to the Association for the purpose of use by a residential building superintendent, that Unit shall be exempt from Common Expense Assessments of any type for so long as the Association shall hold title thereto, and the costs of ownership of the Unit, including the proportionate responsibility for Common Expenses attributable to such Unit, shall be borne by the other Unit Owners in their proportionate share. With the exception of the one (1) Unit which may be deeded without charge to the Association for use by the residential building superintendent, the Association will not cause the Association to acquire title to any Unit for so long as the Association controls the Board of Trustees.

7.16. Certificate of Payment. The Association shall, within ten (10) days after receipt of the written request of any Unit Owner, Purchaser of any Unit, or of the Permitted Mortgage Holder for any Unit, furnish to that Unit Owner, Purchaser, or Permitted Mortgage Holder, a certificate in writing, signed by an officer of the Association, setting forth whether or not such Assessment, fine or other charge as would constitute a continuing lien against the Unit pursuant to Section 7.02, has been paid. Such certificate shall constitute conclusive evidence of the payment of any Assessments therein stated to have been paid.

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

ARTICLE VIII Maintenance Responsibilities

8.01. Responsibilities of Unit Owners. a. Each Unit Owner is responsible to perform all of the maintenance, repairs and replacements that may be required within the boundaries of his own Unit, at his own expense, and in accordance with the requirements of this Amended Master Deed, the By-Laws and any Rules and Regulations of the Association. Each Unit Owner is responsible for all of the improvements appurtenant to his Unit described in Section 4.02 when same are located within the boundaries of his Unit.

b. In addition, each Unit Owner shall be responsible to perform all of the maintenance, repairs and replacements that may be required for improvements appurtenant to his Unit, as such improvements are defined in Section 4.02 herein, which are not located within the boundaries of his Unit when the following conditions are met:

(i) the improvement is accessible without a breaking or intrusion into the Common Elements or any other Unit; and

(ii) the improvement is not functionally connected with a Common Element or a component of an integrated system which serves more than one Unit.

c. In addition, each Unit Owner shall be responsible to perform all of the maintenance cleaning and snow clearing that may be required for any Limited Common Element reserved for the exclusive use of his Unit, as such Limited Common Elements are defined in Section 5.02.

d. Each Unit Owner shall be responsible for the maintenance and cleaning of the interior surfaces of all windows and the front door and back door, if any, of his Unit, and any locks, hinges, or other hardware pertaining to them. Each Unit Owner shall be solely responsible for any repair or replacement of any broken glass or damaged screens in any windows and skylights, and the front door and back door, if any, of his Unit.

8.02. Responsibilities of the Association. a. The Association shall furnish the maintenance, repairs and replacements that are required for the functioning of the Common Elements, including any common plumbing, common heating, common air-conditioning, common mechanical, common electrical or common water supply systems within a Building. It shall furnish all maintenance, repairs and replacements required for the General Common Elements as such are defined in Section 2.16 herein, including but not limited to the exterior and roof of Buildings, the parking areas, roadways, driveways, sidewalks, walkways, General Common Element stairways and fences. Claims relative to defects in Common Elements shall be processed in accordance with N.J.A.C. 5:25-5.5 regarding warranty coverage and claims.

b. The Association shall also furnish the maintenance, repairs and replacements that are required for any improvement appurtenant to a Unit as such improvements are defined in Section 4.02 herein, not located within the boundaries of the Unit that does not meet the conditions set forth in Section 8.01b. The expenses incurred by the Association in doing so shall be levied against the Owner of that Unit as a Remedial Assessment.

c. In addition, except as otherwise provided by Section 8.01c, the Association shall furnish all maintenance, repair and replacement of patios, balconies, terraces, decks and stoops which are Limited Common Elements reserved for the exclusive use of certain Units, as defined in Section 5.02, but the expenses incurred by the Association in doing so shall be levied against the Owner of that (those) Unit(s) as a Remedial Assessment.

8.03. Rights of the Association. The Association may effect emergency repairs to any Unit which the Owner of that Unit has failed to perform, but the expenses incurred by the Association in doing so shall be levied against the Owner of that Unit as a Remedial Assessment. The Association may also effect non-emergency repairs within the boundaries of a Unit which the Unit Owner has failed to perform and charge the reasonable expenses of the repair to the Unit Owner as a Remedial Assessment, but only if (1) any such failure to maintain by the Unit Owner will have a material and adverse impact upon any other portion of the Condominium and (ii) the Unit Owner(s) responsible for such maintenance, repair or replacement have failed to remedy the situation within sixty (60) days after written notice given by the Association to do so.

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

8.05. Chart of Maintenance Responsibilities. Despite the general provisions for maintenance set forth in this Article of the Amended Master Deed, or in any other provisions of the Amended Master Deed or By-Laws, specific maintenance responsibilities and the cost attributable thereto shall, to the extent set forth thereon, be determined pursuant to the Chart of Maintenance Responsibilities attached as Exhibit "G" hereto.

ARTICLE IX Easements

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

(a) A non-exclusive easement in, upon, over, under, across and through the Common Elements to keep, maintain, use, operate, repair and replace his Unit in

its original position and in every subsequent position to which it changes by reason of the gradual forces of nature and the elements; and

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

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

(d) An exclusive easement to use and enjoy the surfaces of the main walls, (including any windows, doors, fireplaces and chimney therein), ceilings, floors, stairway and foyer of his Unit; and

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

(f) A perpetual and non-exclusive easement in, over and through the General Common Elements to use the common facilities and recreational amenities within the Condominium, subject to the right of the Board to:

(i) promulgate Rules and Regulations for the use and enjoyment thereof; and

(ii) suspend the enjoyment of any Unit Owner for any period during which any assessment, fine or other charge remains unpaid, or for any period during which any infraction of its published Rules and Regulations continues, it being understood that any suspension for either non-payment of any assessment or a breach of the Rules and Regulations of the Association shall not constitute a waiver or discharge of the Unit Owner's obligation to pay the assessment.

9.02. Association's Easements. The Association, his respective successors and assigns, shall have the following easements with respect to the Property:

(a) A blanket and non-exclusive easement in, upon, through, under and across the Common Elements for the purpose of construction, installation, maintenance and repair of any improvements to the Units or the Common Elements, for ingress and egress for the use of all driveways and parking areas, and for the utilization of existing and future model Units for sales promotion and exhibition, until the expiration of one (1) year from the date the last Unit is sold and conveyed in the normal course of business, but in no event more than five (5) years from the date of recording of the Amended Master Deed. In addition,

Association hereby reserves the irrevocable right to enter into, upon, over or under any Unit for such purposes as may be reasonably necessary for the Association or its agents to service such Unit or any part of the Building provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate whether the Unit Owner is present at the time or not; and

(b) A perpetual, blanket and non-exclusive easement in, upon, over, under, across and through the Common Elements for surface water runoff and drainage caused by natural forces and elements, grading, and/or the improvements located upon the property. No individual Unit Owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems within the Condominium.

9.03. Association Easements. The Property shall also be subject to the following easements:

(a) The Association shall have a perpetual exclusive easement for the maintenance of any Common Elements, including those which presently or may hereafter encroach upon a Unit; and

(b) The Association, through the Board or any manager, or managing agent, or their respective agents or employees shall have the perpetual and non-exclusive right of access to each Unit (i) to inspect same, (ii) to remedy any violations of the provisions of the Condominium Documents of the Association, and (iii) to perform any operations required in connection with its maintenance, repairs and replacements as set forth in Article VIII hereof; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

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

9.05. Utility Easement. A blanket, perpetual and non-exclusive easement in, upon, over, across and through the Common Elements for the purpose of the installation, maintenance, repair, service and replacement of all sewer, water, power and telephone pipes, lines, mains, conduits, waters, poles, transformers,

master television antennas, cable television facilities and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility systems serving the property, which easement shall be for the benefit of any governmental agency, or utility company or other entity which requires same for the purpose of furnishing one or more of the foregoing services.

9.06. Governmental Easement. (a) A blanket, perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, across and through the Common Elements to the [Governmental entity], its respective officers, agents and employees (but not the public in general) and all police, fire, and ambulance personnel in the proper performance of their respective duties (including but not limited to emergency repairs to a Unit), and for repair and maintenance of the Common Elements. Except in the event of emergencies, the rights accompanying the easements provided for in this subparagraph shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with permission of the Unit Owner(s) directly affected thereby.

(b) A perpetual, blanket and non-exclusive easement in, upon, over, under, across and through the Common Elements to the [municipality], its respective officers, agents, and employees (but not the general public) 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 Property.

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

ARTICLE X

By-Laws and Administration; Changes in Documents; Power of Attorney

10.01. Administration of Common Elements. The administration, operation and maintenance of the Common Elements of the Condominium and all other common facilities shall be by the Association in accordance with the provisions of the New Jersey Condominium Act and the Condominium Documents and any other agreements, documents, amendments or supplements to the foregoing which may be duly adopted or subsequently be required by any Institutional Lender designated by the Association or by any governmental or quasi-

governmental agency having regulatory jurisdiction over the Condominium or by any title insurance company selected by Association to insure title to any Unit(s).

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

ARTICLE XI Restrictions

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

(a) No Unit or Limited Common Element appurtenant to any Unit except those Units used by the Association for administrative offices, shall be used for any purpose other than as a private residence. No business, trade or profession shall be conducted in any Unit.

(b) There shall be no obstruction of the Common Elements nor shall anything be stored in or upon the Common Elements without the prior consent of the Board. The use by a Unit Owner of any designated storage area which is a Limited Common Element appurtenant to his Unit shall be prescribed by the Rules and Regulations promulgated by the Board of Trustees.

(c) No reptile or animal of any kind shall be raised, bred, or kept in any Unit or anywhere else within the Condominium except as permitted by the Rules and Regulations of the Association.

(d) No vehicles of a size larger than a panel truck, no vehicle bearing any commercial signs or lettering, and no mobile home, recreation vehicle, boat, boat trailer or the like shall be parked within the Common Elements except that those

vehicles temporarily within the Condominium for the purpose of servicing the Condominium itself or one of the Units or Common Elements shall be permitted without written consent of the Board.

(e) No portion of the Common Elements or other portion of the Condominium shall be used or maintained for the dumping of rubbish or debris. Trash, garbage or other waste shall be kept in designated sanitary containers within the Condominium for weekly or more frequent collections.

(f) No exterior loudspeakers other than as contained in portable radios or television sets shall be permitted, nor shall unshielded floodlights be installed in any exterior area of any Unit or any deck appurtenant thereto without the permission of the Board.

(g) No signs (other than those of Association), awnings, grills, balcony enclosures, fences, canopies, shutters, or radio or television antennae or aerials shall be erected or installed in or upon the Common Elements or any part thereof without the prior consent of the Board. Satellite disks having a diameter of one meter or less shall be permitted subject to such Rules and Regulations as are permitted by law. Unit Owners shall not have the right to paint or otherwise decorate or change the appearance of any portion of the exterior of the Building or any parking areas. Each Unit Owner is responsible to promptly report to the Board any defect or need of repairs, the responsibility for which is that of the Association.

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

(i) No Unit Owner or occupant shall build, plant, or maintain any matter or thing upon, in, over or under the Common Elements without the prior written consent of the Board unless permitted by the Rules and Regulations.

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

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

(l) Nothing shall be done or kept in any Unit or in or upon the Common Elements which will increase the rates of insurance of any Building or the contents thereof beyond the rates applicable for the Units, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in or upon the Common Elements which will result in the

cancellation of insurance on any Building or the contents thereof, or which will be in violation of any law.

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

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

(o) Draperies, blinds, curtains or other window coverings must be installed by each Unit Owner on all windows of his Unit and must be maintained in said windows at all times, except as may be permitted otherwise by the Rules and Regulations.

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

(q) No Unit Owner shall have the right to mortgage or encumber his Unit, unless such mortgage or encumbrance is a Permitted Mortgage. No other mortgages or encumbrances shall be permitted without the prior written approval of the Association.

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

(s) Each Owner shall pay for his own telephone, cable television services, and other utilities, which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed or which serve the Common Elements shall be treated as part of the Common Expenses.

(t) No clothes poles, lines or clothes trees shall be installed or maintained, nor shall any laundry or other thing be hung out to dry outside of any Unit or elsewhere within the Condominium. The Owner of each Unit shall not cause or permit any clothes, sheets, blankets, or laundry of any kind or other articles to be hung or displayed on the outside of windows or placed on the outside windowsills, walls, balconies or decks of any Building or in any parking areas.

(u) All Units must be heated to the extent necessary to prevent damage from freezing temperatures during the months of October through April, inclusive, regardless of whether or not occupied. Any Unit Owner failing to so

heat his Unit shall be obligated to pay a Remedial Assessment for the costs of any damage caused to any portion of the Condominium due to his neglect, or if such damage is insured by the Association for any deductible or other amount not received by the Association from the proceeds of the insurance.

(v) No firewood may be stored in any common stairway or landing, or in or on any parking space or parking area, or in or on any deck appurtenant to a Unit.

(w) No maintenance or washing of any automobile or other vehicle shall be performed in any driveway or other parking area.

(x) No bicycles, baby carriages, wagons or similar non-motorized vehicles or toys, nor mopeds, motorcycles or similar motorized vehicles shall be parked or otherwise left unattended in any Common Element or Limited Common Element, except that a licensed motorcycle may be parked in any marked parking space.

(y) No Unit Owner shall place or store any item in any "attic" space or other space above the gypsum board or other material constituting the ceiling of his Unit. No Unit Owner shall enter, or permit any other person to enter, such "attic" or other space, or the roof of any Building.

11.02. Restrictions on Alterations.

Nothing shall be done to any Unit or on or in the Common Elements which will impair the structural integrity of any Building or which will structurally change any Building. Nothing herein shall be construed to prohibit the reasonable adaptation of any Unit for use by a handicapped resident in accordance with the provisions of the Fair Housing Amendment Act of 1988, as amended from time to time.

No Unit Owner (other than the Association) may make any structural additions, alterations or improvements in or to his Unit or in or to the Common Elements, without the prior written approval of the Board. The Board shall have the obligation to answer any written request received by it from a Unit Owner for approval of a proposed structural addition, alteration or improvement to his Unit within sixty (60) days after the receipt of such request, and failure to do so within the stipulated time shall constitute an approval of the proposal. Any application to any municipal authority for a permit to make an addition, alteration or improvement in or to any Unit must be reviewed by the Board and may then be submitted by the Unit Owner. Such approval, however, shall not incur any liability on the part of the Association to any contractor, subcontractor, or materialman on account of such addition, alteration, or improvement, or to any person having any claim for injury to person or damage to property arising, therefrom. The Unit Owner(s) shall furnish the Board with a copy of any such

permit which he has procured. The provisions of this subparagraph shall not apply to Units owned by the Association until such Units have been initially sold and conveyed by the Association in the ordinary course of Association's business.

11.03. Restrictions on Leasing. Except as hereinafter provided, no Unit shall be leased by the Owner thereof (except the Association or a lender in possession of such Unit following a default in a first mortgage, a foreclosure proceeding or by any deed or other arrangement in lieu of foreclosure).

Subject to the foregoing restrictions, the Unit Owners shall have the right to lease their Units provided that a lease is in writing and is for a minimum of twelve months and made subject to all provisions of the Condominium Documents of the Association and other documents referred to herein, including the right of amendment reserved to Association herein, and provided further that any failure of the lessee to fully comply with the terms and conditions of such documents shall constitute a material default under the lease and be grounds for termination and eviction.

Moreover, no lease or occupancy of a Unit shall be permitted unless a true copy of same is furnished in advance to the Association, together with the current address and phone numbers of both the lessor and lessee. In addition, the Owner of the Unit shall not have the right to utilize the Common Elements during any period that said Unit is rented. No Unit Owner may lease less than an entire Unit.

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

Expenses. By acceptance of a deed to any Unit, each and every Unit Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Board as his attorney-in-fact for the purposes described in this Section.

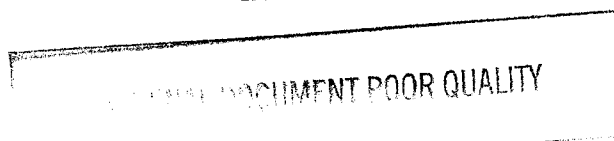
The Association may not lease a Unit unless the lease expressly assigns to the Association all rents due under the lease in the event of any delinquency in the payment of Common Expenses or other charges due and payable to the Association for more than thirty (30) days, including authorization for the tenant to pay such rents directly to the Association to the extent that such Common Expenses and other charges are due and payable to the Association with respect to the Unit.

11.04. Rules and Regulations; Fines. The Board shall have the power to promulgate and adopt such Rules and Regulations as may be necessary to carry out the intent of these use restrictions, and shall have the right to bring law suits to enforce the Rules and Regulations so promulgated. Without limiting the foregoing, to the extent that New Jersey law may in the future permit, the Covenants Committee or the Board whichever is applicable shall also have the right to levy fines for violations of the Condominium Documents, provided that the fine for a single violation may not, under any circumstances, exceed the maximum amount permitted by law. Each day that a violation continues after receipt of notice by the Unit Owner may be considered as a separate violation. Any fine so levied shall be considered as a Common Expense to be levied against the particular Unit Owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses.

ARTICLE XII

Damage or Destruction to Property

12.01. Insurance. The Board shall obtain and continue in effect blanket property insurance on the Common Elements in an amount equaling replacement value (exclusive of land, foundations or slabs, excavations and such other items as are usually excluded from insurance coverage), and without prejudice to the right of the Owner of any Unit to obtain individual Unit insurance at his own cost. In addition, the Board shall obtain and continue such other amounts of insurance as may be required by the provisions of the By-Laws and in accordance with the provisions of N.J.S. 46:8B-14(d). Premiums for all such insurance coverage obtained by the Board shall be a Common Expense to be included in the Annual Common Expense Assessment.



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

12.03. Insurance Proceeds Less than or Equal to \$1,000.00. If the insurance proceeds derived from such loss amount to \$1,001.00 or more, then the Board shall contract with any licensed contractor or contractors to rebuild or repair such damaged or destroyed portions of the insured improvements in conformance with the original plans and specifications, or if adherence to such original plans and specifications is impracticable in the discretion of the Board, then in conformance with revised plans and specifications provided such repairs or rebuilding shall be of a quality and kind substantially equivalent to the original construction. The Board shall accept bids only in specific amounts and shall not enter into any cost-plus or other sliding scale arrangement for compensation to the contractor.

12.04. Insurance Proceeds Greater than \$1,000.00. If the insurance proceeds derived from such loss exceed \$2,500.00 all such insurance proceeds shall be paid directly to an Insurance Trustee as may be designated by the Board, as Trustee for all Permitted Mortgage Holders and all Unit Owners as their interests may then appear. Disbursement of such funds shall be made only upon the signatures of a majority of the members of the Board in accordance with the following:

(a) Upon notification of the receipt of insurance proceeds by the Insurance Trustee or at such earlier date as may be determined by the Board, the Board shall enter into a contract for a specific dollar amount with a licensed contractor or contractors for the repair or rebuilding of all of the damaged or destroyed portions of the insured improvements, as nearly as practicable to the original plans and specifications thereof and in accordance with all applicable building codes.

(b) The Board shall enter into said contract with a licensed contractor or contractors which shall have provisions for periodic disbursements of funds by the trustee. Disbursement to the contractor shall be made subject to the prior presentation of an architect's certificate and contractor's requisition containing such provisions as may be appropriate under the circumstances and deemed suitable by the Board.

(c) The Board may employ a properly qualified party to supervise the repair and rebuilding to insure that such work, services and supplies are of proper quality and that construction is completed in a workmanlike manner and according to plans and specifications.

12.05. Responsibility of Unit Owner. If the damage is only to those parts of a Unit for which the Unit Owner bears the responsibility for payment for and performance of maintenance and repair then that Owner shall be responsible to bear the costs of and perform the reconstruction and repair, but the proceeds of any insurance on the affected part(s) of the Unit that may have been obtained by the Association shall be made available for such purpose. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

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

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

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

ARTICLE XIII
Eminent Domain

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

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

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

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

13.04. Reallocation Following Condemnation. (a) **Units Rendered Uninhabitable.** Upon acquisition by the condemning authority, each affected Unit's entire percentage interest and its corresponding liability for payment of Common Expenses shall be automatically reallocated to the remaining Units on the same basis as their respective percentage interests and Common Expense liability were initially established. The Association shall promptly prepare, execute, and record an amendment to the Amended Master Deed reflecting the reallocations. Any remnant of a Unit which has been rendered uninhabitable remaining after a part of a Unit is taken under this subsection shall thereafter be a Common Element.

(b) **Units Remaining Habitable.** Upon acquisition by the condemning authority, the percentage interest and corresponding liability for Common Expenses of each affected Unit shall be that fraction, the numerator of which is the square footage of the Unit remaining after the taking, and the denominator of which is the aggregate square footage of all Units within the Condominium after the taking. The amount by which the percentage of interest and corresponding liability of each affected Unit is reduced shall thereafter be proportionately reallocated to all Units within the Condominium.

ARTICLE XIV

Protective Provisions for the Benefit of Eligible Mortgage Holders

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

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

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

(b) any sixty (60) day delinquency in the payment of Common Expense assessment installments or other assessments or charges owed to the Association by a Unit Owner of any Unit upon which the Eligible Mortgage Holder holds a mortgage; and

(c) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

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

14.03. Notice of Amendment. Any Eligible Mortgage Holder who requests same shall be entitled to receive thirty (30) days advance notice from the

Association of any proposed amendment to the Amended Master Deed, the By-Laws or the Certificate of Incorporation permitted by same, which notice shall include a copy of the proposed change; and any Eligible Mortgage Holder shall be deemed to have implicitly approved such change as proposed unless it states in a written response to the Association its objections or comments relative to such proposed change.

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

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

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

14.07. Liability for Common Expense Assessments. Any Permitted Mortgage Holder holding a first mortgage lien on a Unit that obtains title to a Unit as a result of foreclosure of the first mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser in a foreclosure sale, or their respective successors and assigns, is not liable for the share of Common Expenses or other assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner which became due prior to acquisition of title. Such unpaid share of Common Expenses and other assessments shall be deemed to be Common Expenses collectible from all of the remaining Unit Owners including such acquirer, his successors and assigns.

14.08. Management Agreements. Any management agreement for the Condominium will be terminable by the Association with or without cause upon

thirty (30) days prior written notice thereof, and the term of any such agreement shall not exceed one (1) year.

14.09. **Common Expense Default.** Despite the absence of any express provision to such effect in the mortgage instrument, in the event that there is any default in the payment of any installment of a Common Expense assessment with respect to any Unit, either regular or special, the Permitted Mortgage Holder holding a mortgage which encumbers such Unit shall be entitled to declare such mortgage in default in the same manner that is permitted by such mortgage with respect to any default in the payment of real estate taxes.

ARTICLE XV
Association's Rights and Obligations

ARTICLE XVI
General Provisions

16.01. **Duration.** The provisions of this Amended Master Deed shall be perpetual in duration, shall run with and bind all of the land included in the Condominium and shall inure to the benefit of and be enforceable by the Association and the Unit Owners, their respective successors, assigns, heirs, executors, administrators, and personal representatives, except that the covenants and restrictions set forth in Article XI shall have an initial term of forty years from the date this Amended Master Deed is recorded in the Office of the _____ County Clerk/Register, at the end of which period such covenants and restrictions shall automatically be extended for successive periods of ten (10) years each, unless at least two-thirds (2/3) of the Unit Owners at the time of expiration of the initial period, or of any extension period, shall sign an instrument, or instruments (which may be in counterparts), in which they shall agree to change said covenants and restrictions in whole or in part; but no such agreement shall become binding unless written notice containing the terms of the proposed agreement is sent to every Owner at least ninety (90) days in advance of the action taken in authorizing said agreement; and, in any event, any changes concerning any such agreement shall not become effective and binding until three (3) years after the recording of the aforesaid fully executed instrument or instruments containing such agreement, and provided further, that in no event

may the Common Elements be conveyed to any third person, firm or corporation, without the express consent, by ordinance, of the governing body of the municipality (or such municipal corporation or other governmental entity as may then have zoning and subdivision jurisdiction over the Property).

16.02. Amendment of Amended Master Deed. This Amended Master Deed may be amended at any time after the date thereof by a vote of at least sixty-seven percent in interest of all Unit Owners, at any meeting of the Association duly held in accordance with the provisions of the By-Laws provided, however, that any amendment so requiring it under the provisions of Section 16.01 and Article XIV, and further, provided that any amendment, deed of revocation or other document regarding termination of the condominium form of ownership shall be governed by Section 16.03 hereof. No amendment shall be effective until recorded in the Office of the Clerk/Register of Monmouth County, New Jersey. This paragraph is by way of supplement to and not in derogation of the powers of amendment reserved to Association pursuant to Article X hereof. In the alternative, an amendment may be made by an agreement, signed and acknowledged by all of the Unit Owners in the manner required for the execution of a Deed, and such amendment shall be effective when recorded in the Office of the Clerk/Register of Monmouth County, New Jersey.

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

16.03. Termination. Despite anything to the contrary herein, an amendment, deed of revocation, or other document shall be effective to terminate the Condominium form of ownership upon the written approval of eighty (80%) percent in interest of all Unit Owners.

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

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

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

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

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

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

ARTICLE XVII

Exhibits

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

Exhibit "A" - Legal Description of Property

Exhibit "B" - Survey Maps of Property

Exhibit "C-1" through "C-9," - Architectural Drawings


Exhibit "D" - Certificate of Incorporation of The Weybridge Condominium Association Inc.

Exhibit "E" -Percentage Interest Schedule.

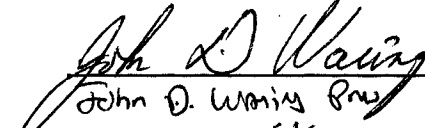
IN WITNESS WHEREOF, the Association has caused this instrument to be executed the day and year first above written, by its duly authorized President, and the corporate seal affixed pursuant to a resolution duly adopted by its Board of Directors.

WEYBRIDGE CONDOMINIUM ASSOCIATION

ATTEST:



Dennis A. Gills, Atty. General

By: 

John D. Waring, Pres
WARING

**STATE OF NEW JERSEY,
COUNTY OF MONMOUTH SS.**

I CERTIFY that on October 6, 2003
John D. Waring

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

- (a) this person is the President of Weybridge Condominium Association the corporation named in this Deed;
- (b) This Amended Master Deed Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Members and in accordance with the provisions of the existing Master Deed;



Dennis A. Collins, Esquire
Attorney at Law
State of New Jersey

BEGINNING at a point in the southeasterly line of New Jersey State Highway Route No. 35 where the same is intersected by the dividing line between lots 22 and 29, Block 72 Wall Township Tax Map (1972) and running from said beginning point (1) Northeastwardly along the southeasterly line of ROUTE No. 35 along the arc of a curve having a radius of 11,379.16 feet and bearing to the right an arc distance of 217.56 feet to the southwesterly corner of Lot 31; thence (2) South 87 degrees 15 minutes 40 seconds east along the southerly line of Lot 31, 193.37 feet to the southeasterly corner thereof; thence (3) North 4 degrees 25 minutes 10 seconds east along the easterly line of Lot 31, 101.67 feet to the southwesterly corner of Lot 32; thence (4) South 89 degrees 49 minutes 20 seconds east along the southerly line of Lot 32 and 35, 471.79 feet to an angle point; thence (5) North 69 degrees 53 minutes east continuing along the southerly line of Lot 35, 201.96 feet to the northwesterly corner of Lot 21; thence (6) South 8 degrees 43 minutes west along the westerly line of Lot 21, 508.20 feet to the northerly line of Lot 282, Block 91, Wall Township Tax Map (1972); thence (7) South 77 degrees 23 minutes west along the northerly line of Lots 275 and 282, Block 91, 193.69 feet to the northwesterly corner of Lot 275; thence (8) South 7 degrees 36 minutes east along the westerly line of Lot 275, 140.58 feet to the northerly line of Hawthorne Parkway; thence (9) South 82 degrees 24 minutes west along the northerly line of Hawthorne Parkway 219.59 feet to the westerly line of Emerson Avenue; thence (10) North 7 degrees 36 minutes west along the westerly line of Emerson Avenue 27.50 feet; thence along a new line running through

CONTINUED:

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EXHIBIT A....

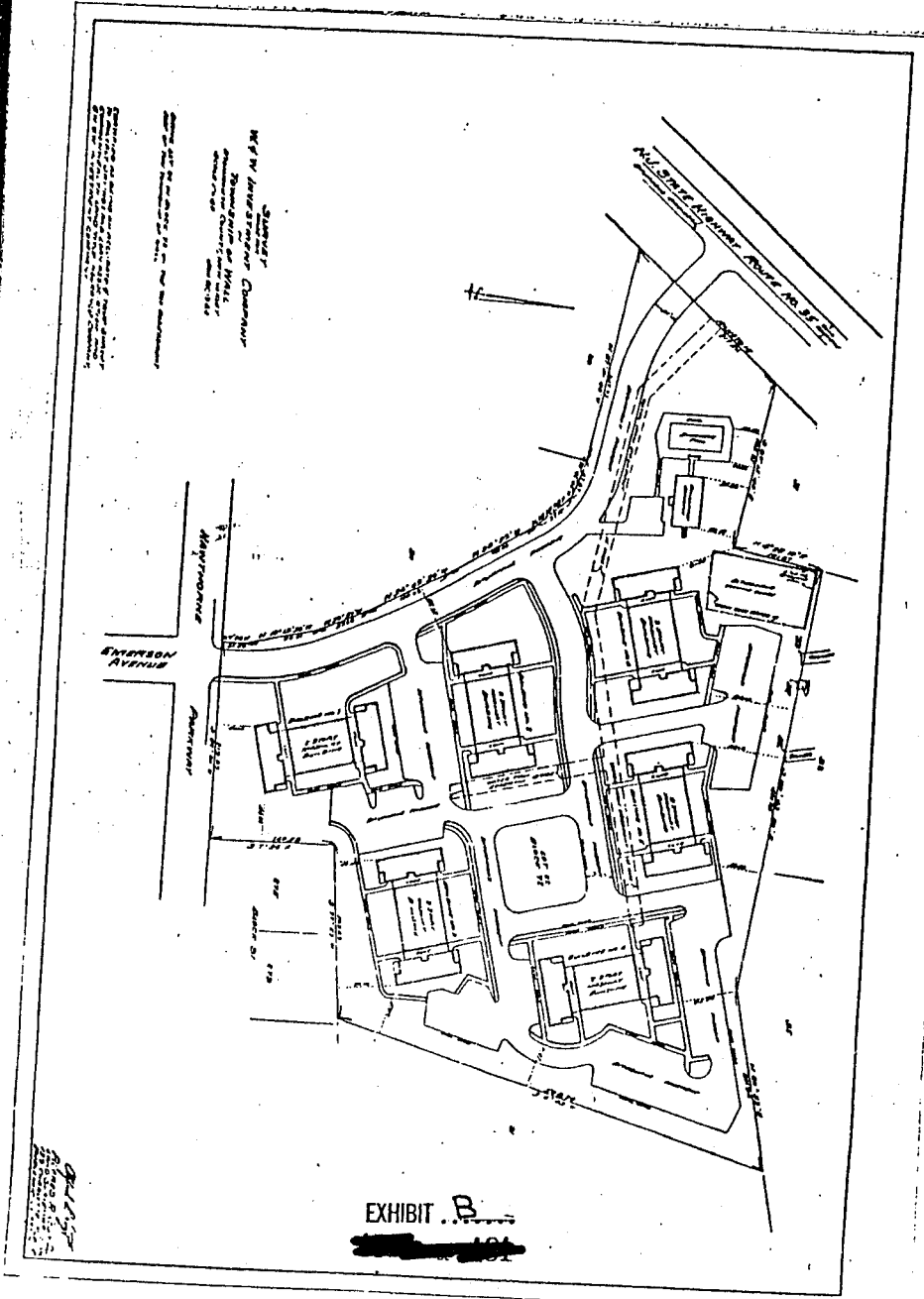
Exh A

Lot 22, Block 72 the following courses and distances to the northeasterly corner of Lot 29, Block 72 (11) North 19 degrees 13 minutes 30 seconds west 82.21 feet; thence (12) North 30 degrees 51 minutes west 57.00 feet; thence (13) North 34 degrees 43 minutes 30 seconds west 100.02 feet; thence (14) North 38 degrees 36 minutes west 115.00 feet; thence (15) North 50 degrees 54 minutes 55 seconds west 47.35 feet; thence (16) North 79 degrees 42 minutes 02 seconds west 47.87 feet to the aforesaid northeasterly corner of Lot 29; thence (17) North 87 degrees 51 minutes 40 seconds west along the northerly line of Lot 29, 247.73 feet to the point or place of BEGINNING.

"In compliance with Chapter 157, Laws of 1977, premises herein are Lot 22 in Block 72 on the Tax Map of the above municipality."

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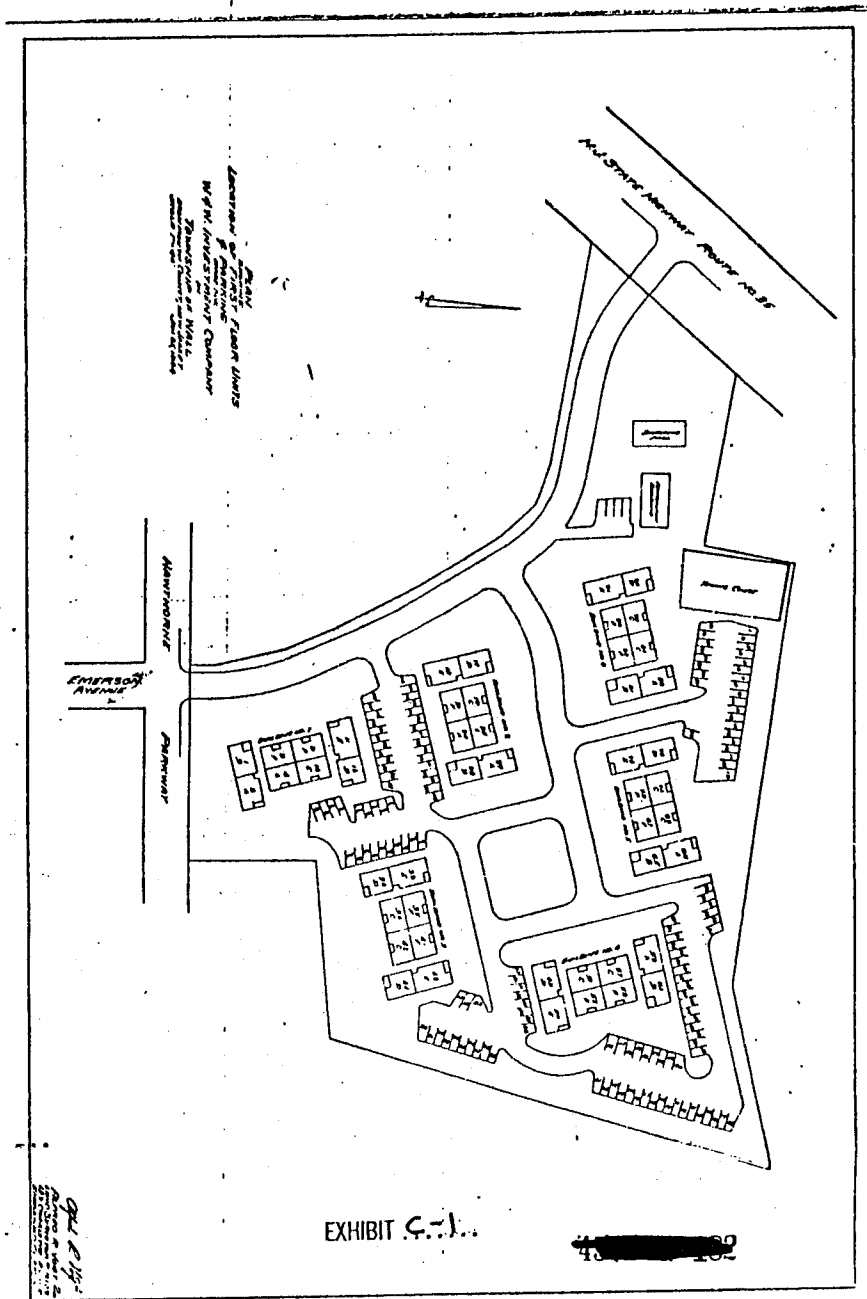


NEW INVESTMENT COMPANY
 Building at 1944
 Chicago, Ill.
 1944

Architect: [Illegible]
 Engineer: [Illegible]
 [Additional illegible text]

EXHIBIT B

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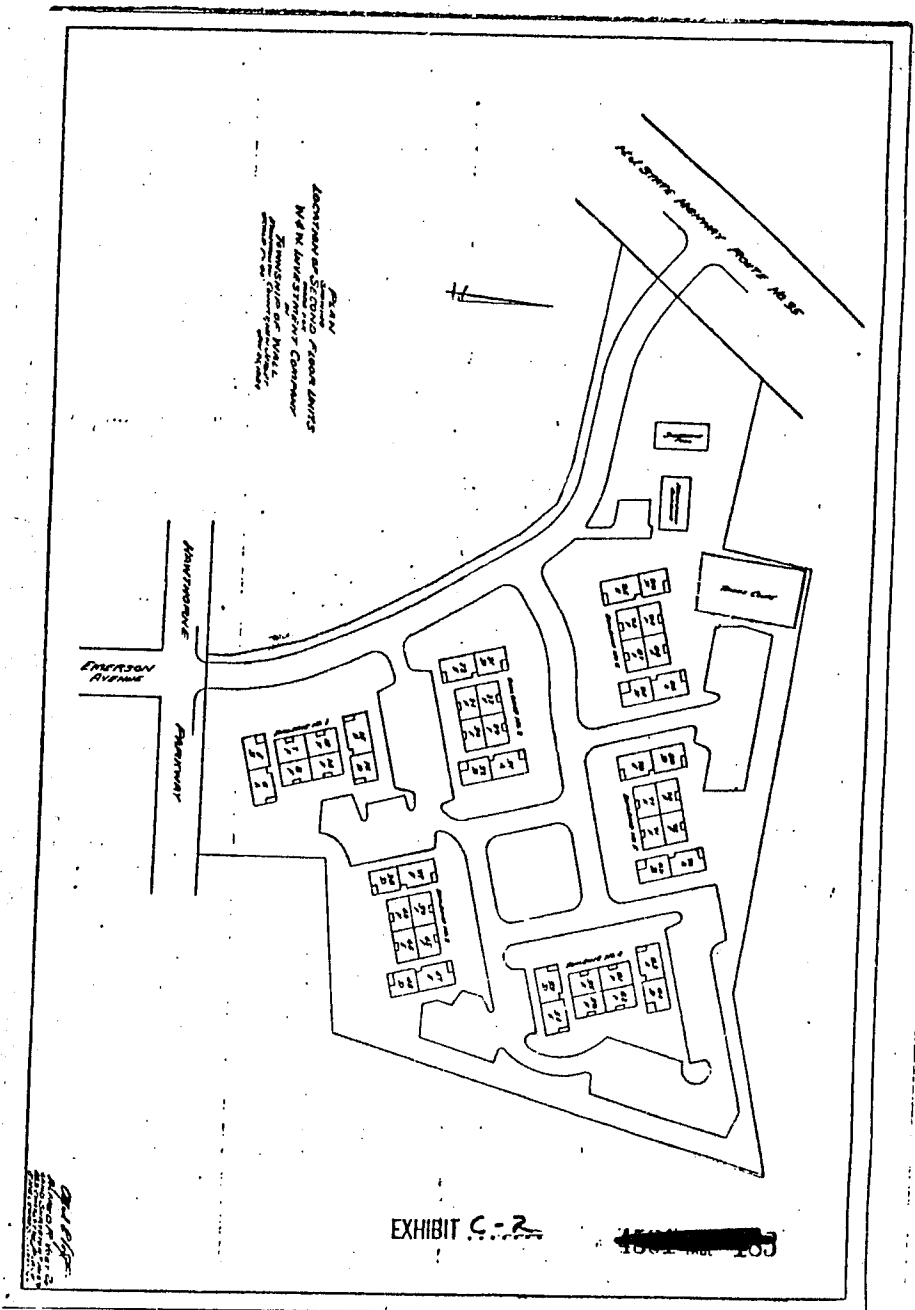


Approved by the
 Board of Planning
 and Zoning
 Commission
 on 11/11/11
 at the City of
 ...

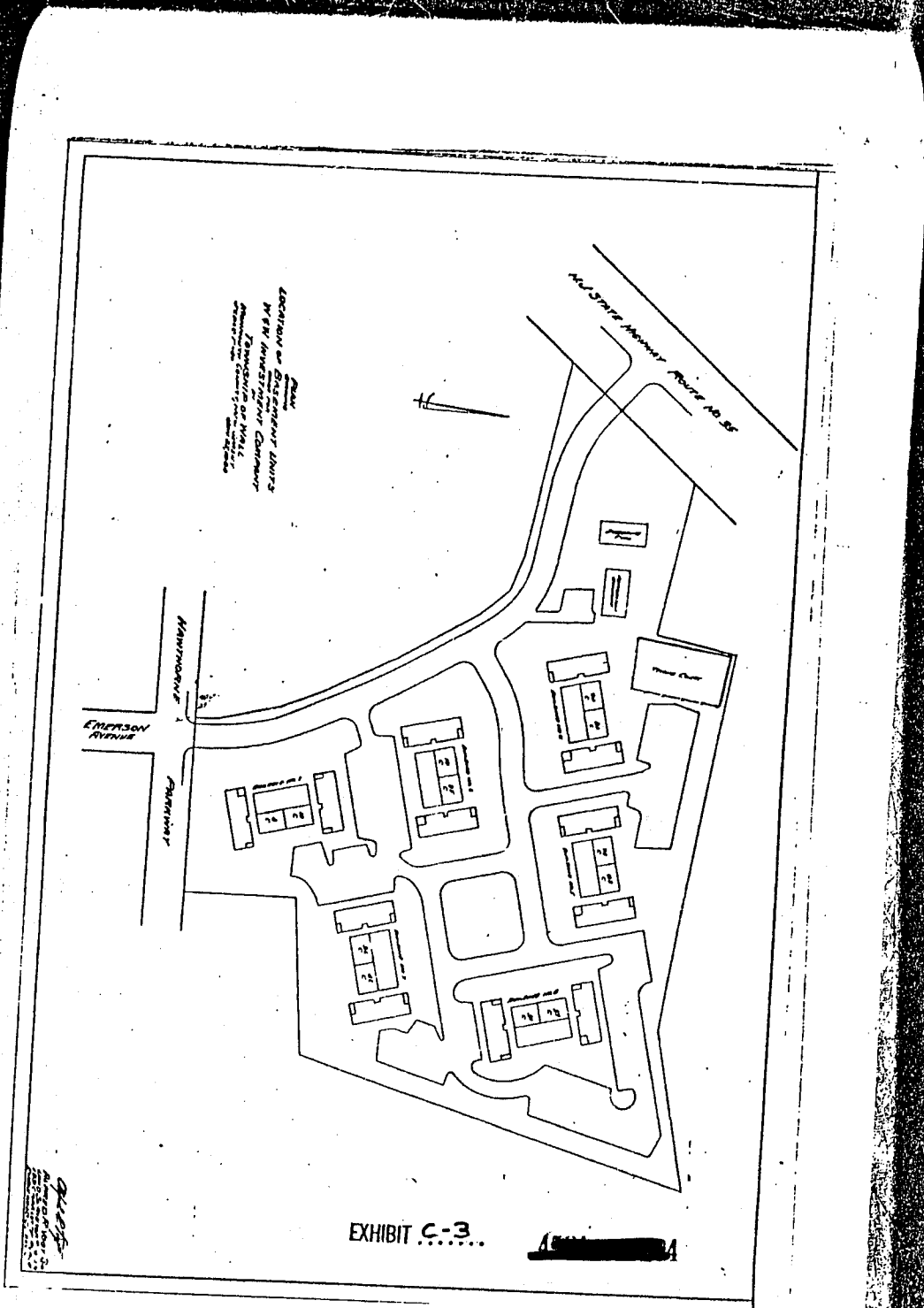
City of ...
 Planning and Zoning
 Commission
 11/11/11

EXHIBIT C-1...

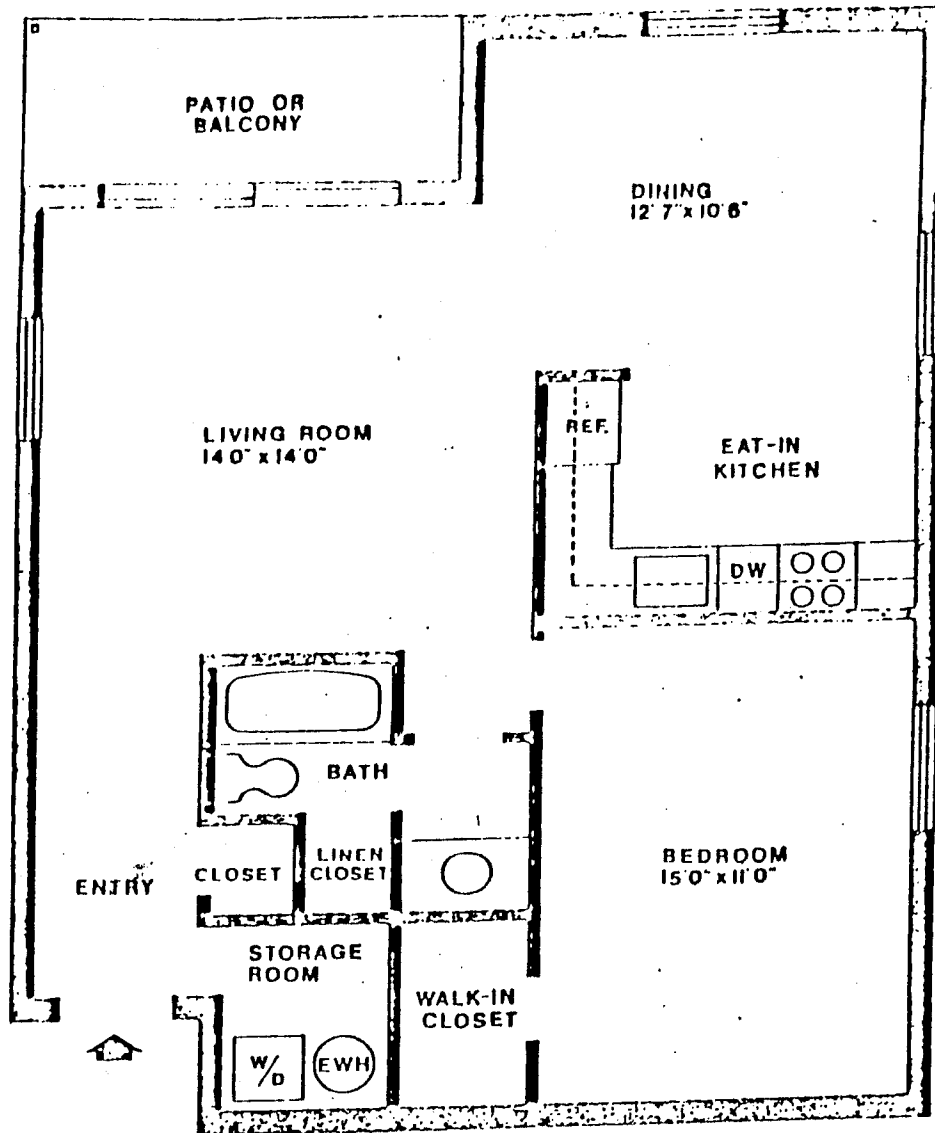
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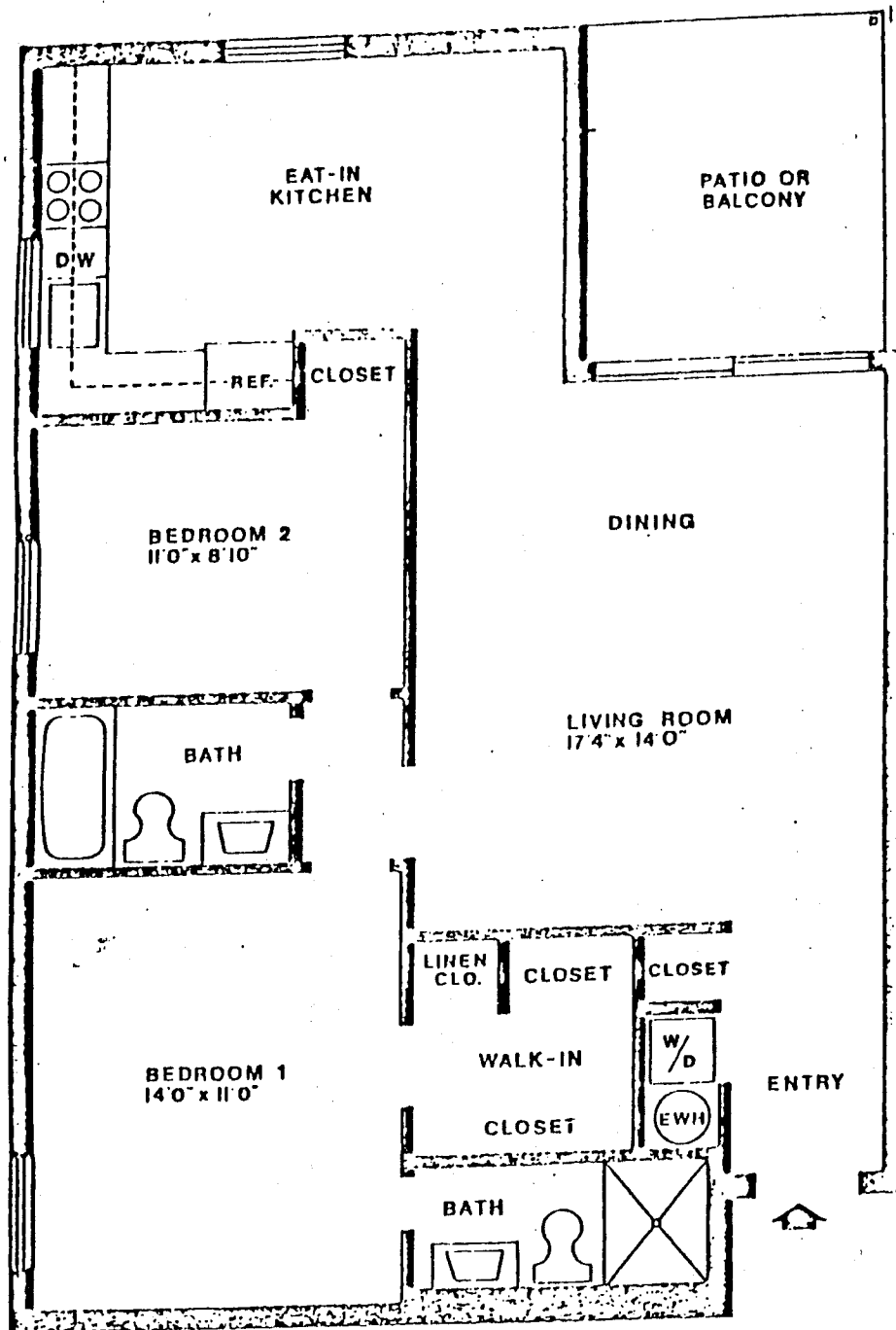


THE ALLAIRE

ALL DIMENSIONS ROUGH TO ROUGH AND APPROXIMATE

~~EXHIBIT 1~~

C-4)

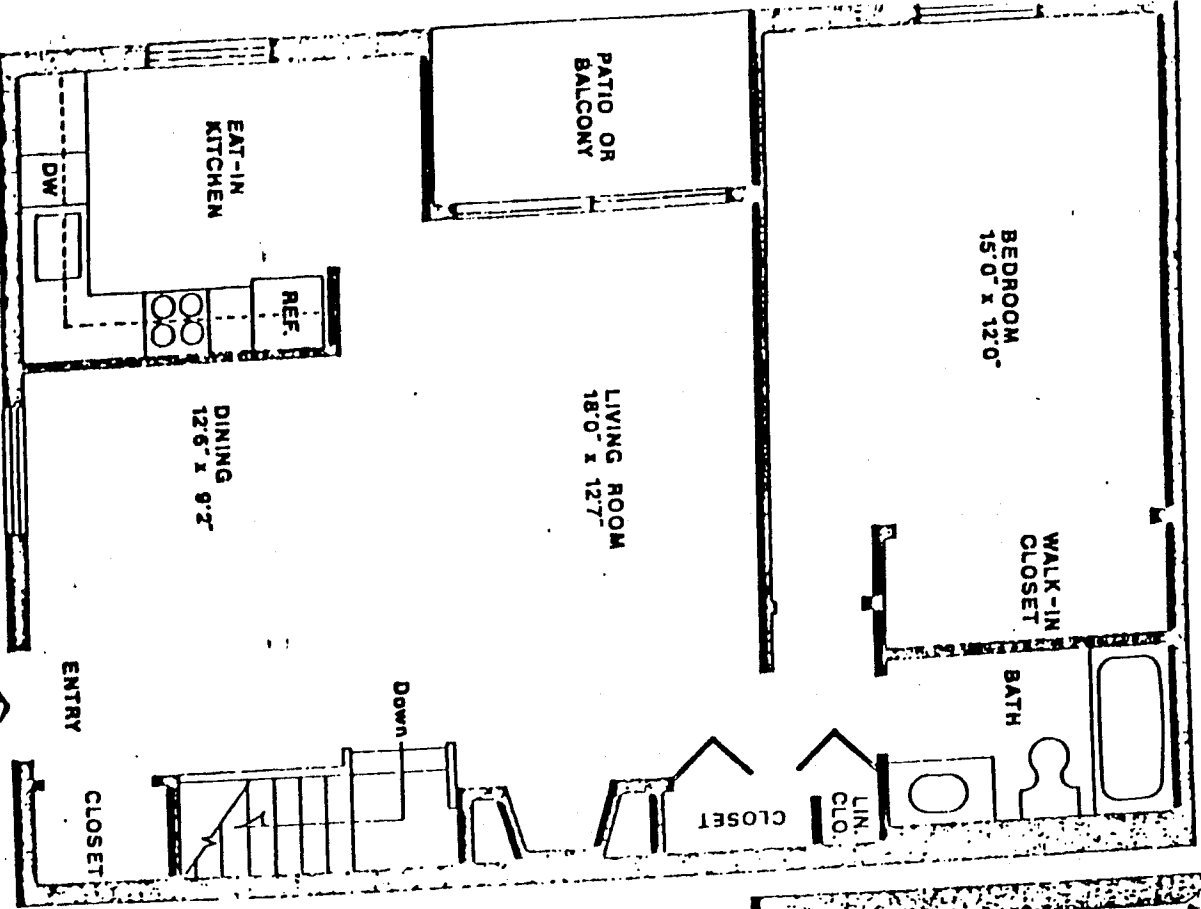


THE BRIGHTON

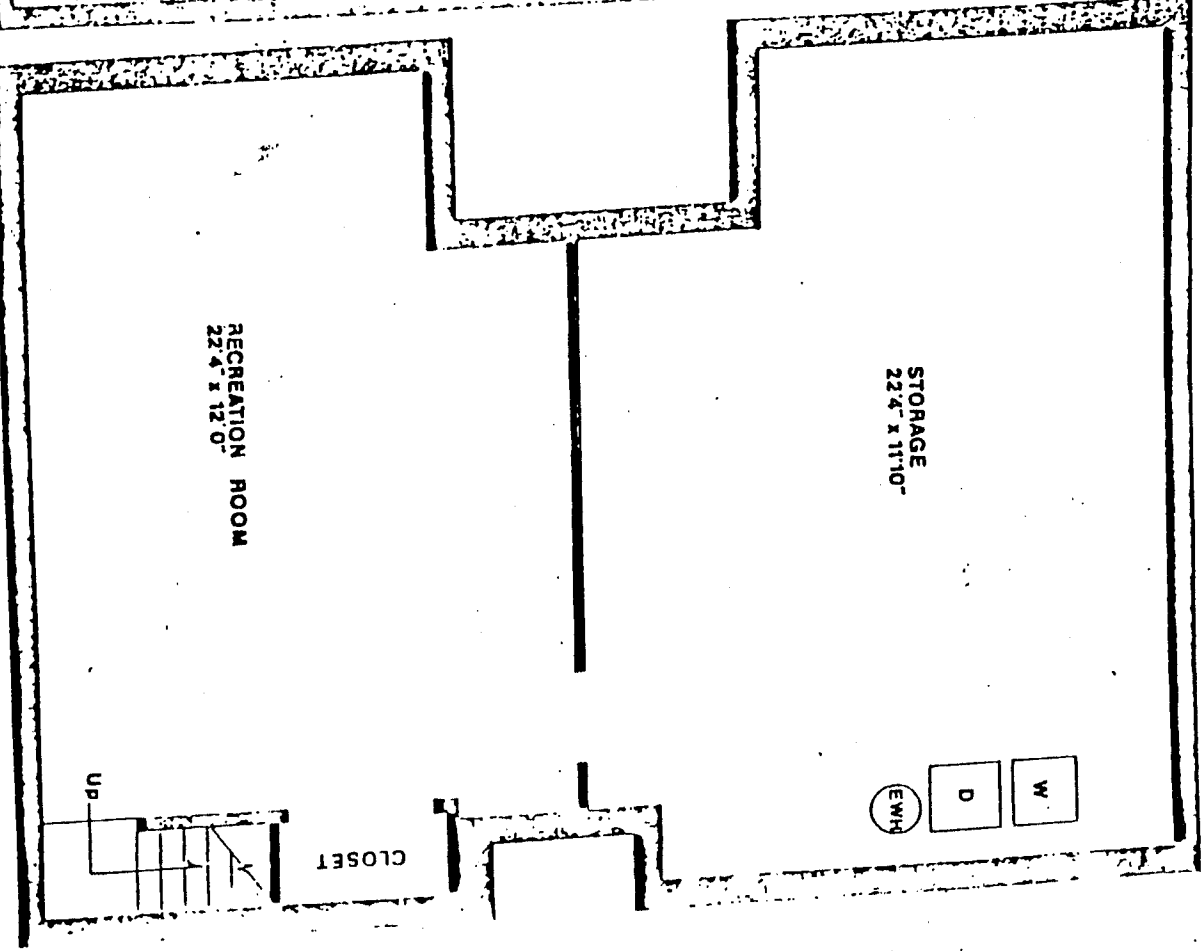
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 G-5
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First Floor THE COVENTRY



Basement THE COVENTRY

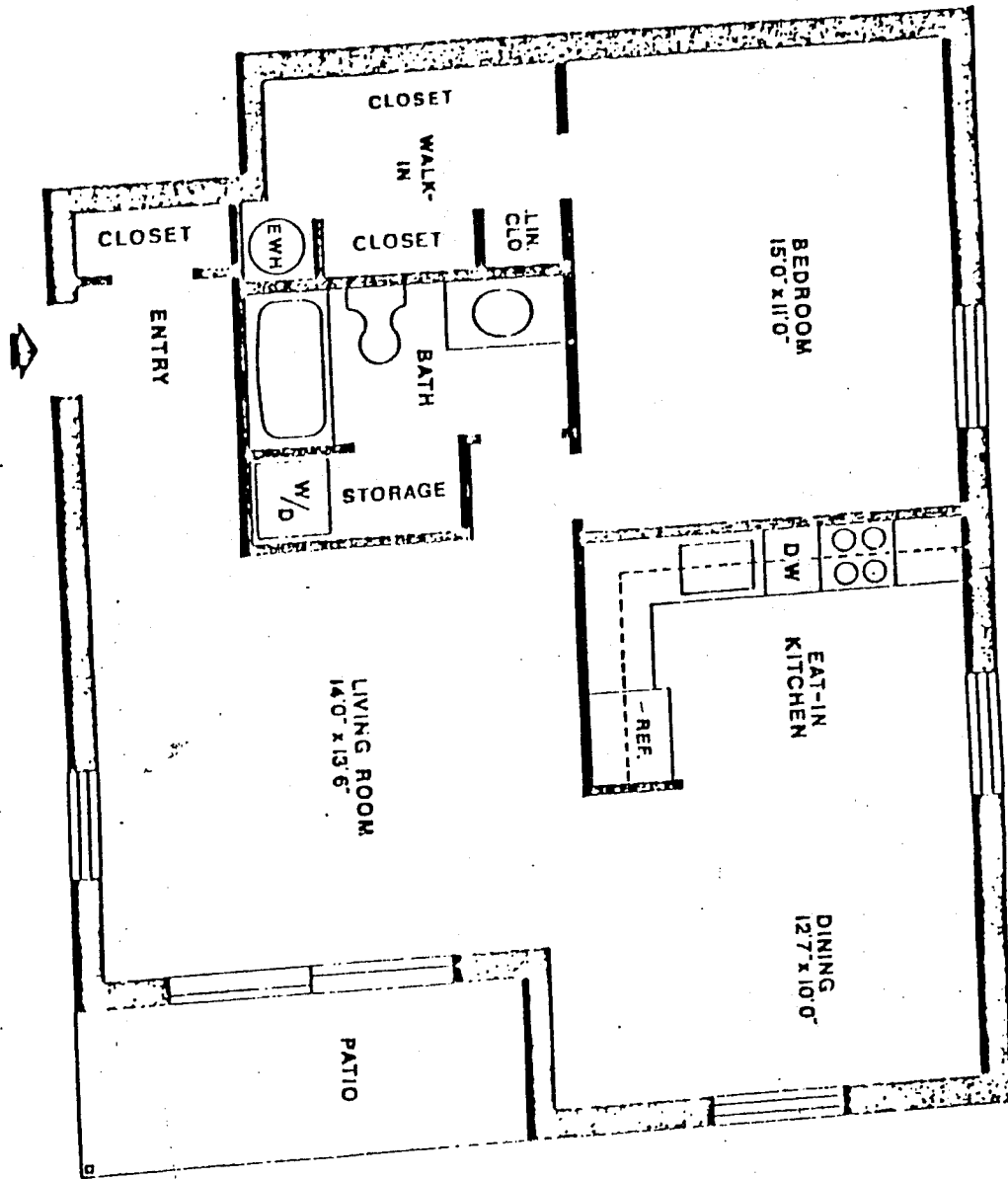


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9-6

157

THE DORSET



ALL DIMENSIONS ROUGH TO ROUGH AND APPROXIMATE

~~EXHIBIT~~

C-7

~~100~~

E ELLIOT

PATIO
BALCONY

DINING
12'7" x 8'6"

KITCHEN

DW

LIVING ROOM
16'0" x 14'4"

PANTRY

CLOSET

REF.

CLOSET

CLOSET LINEN CLOSET

BEDROOM 2
11'0" x 9'0"

ENTRY

BATH

CLOSET

BEDROOM 1
15'2" x 11'0"

W/D

LIN. CLO.

BATH

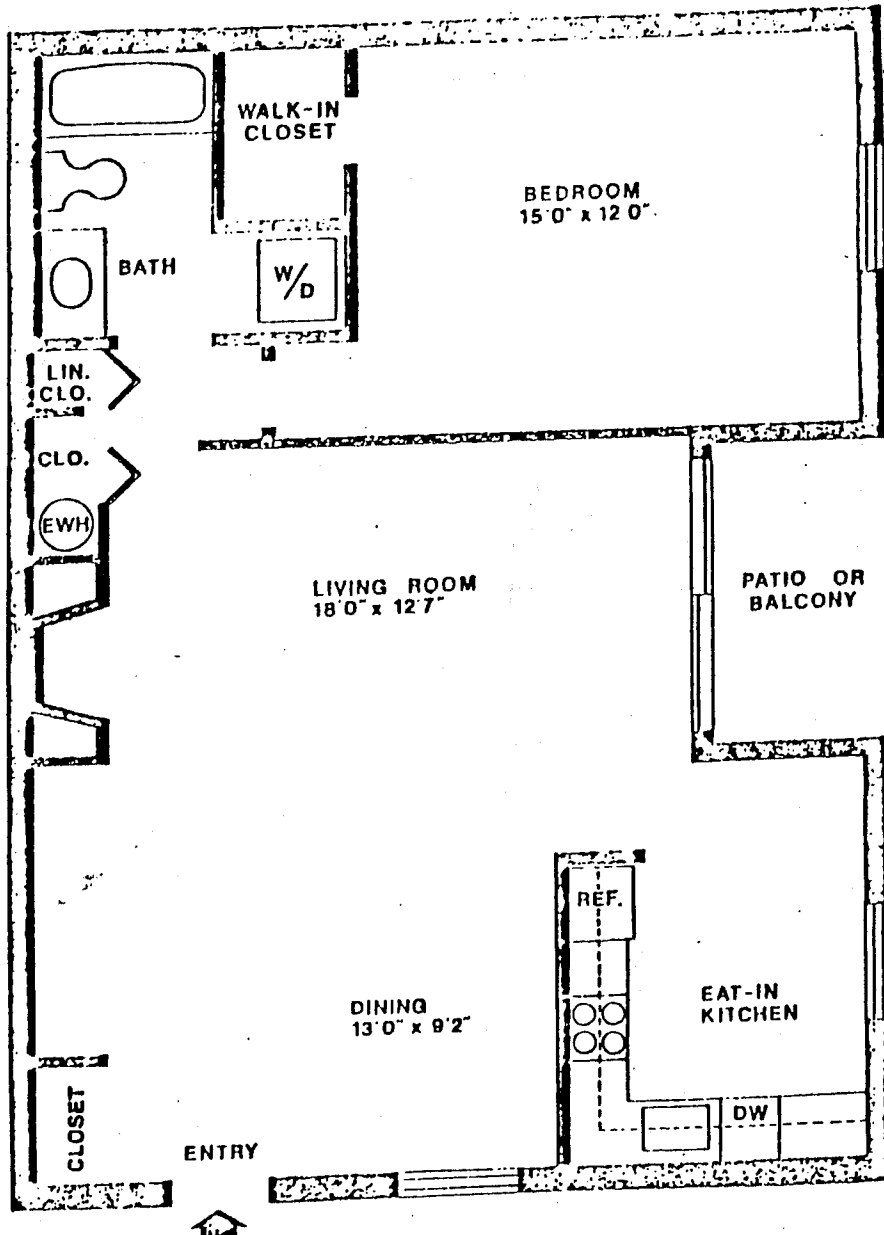
WALK IN CLOSET

ALL DIMENSIONS ROUGH TO ROUGH AND APPROXIMATE

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~~1000~~

8.7



THE FRANKLIN

ALL DIMENSIONS ROUGH TO ROUGH AND APPROXIMATE

~~FRANKLIN~~

C-8

~~4501~~ 190

**CERTIFICATE OF INCORPORATION OF:
WEYBRIDGE CONDOMINIUM ASSOCIATION, INC.**

In compliance with the requirements of Title 15A, Chapter J, et seq. of the Revised Statutes of New Jersey, the undersigned, incorporators, all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit, and do hereby certify:

ARTICLE I:

NAME

The name of the corporation is Weybridge Condominium Association, Inc.

ARTICLE II:

OFFICE

The principal office of the Association will be initially located at Weybridge, A Condominium, Wall Township, New Jersey.

ARTICLE III:

REGISTERED AGENT

Robert K. Hartmann, Esq., of Hartmann, Brooks & Van Dam, Esqs., whose address is One Sears Drive, P.O. Box 1188, Paramus, New Jersey 07653-1188, is hereby appointed the initial registered agent of this Association.

ARTICLE IV:

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit or profit to the members thereof, and the purpose for which it is formed is to provide for the administration, operation and management of the Common Elements of Weybridge, A Condominium, situated in the Township of Wall, County of Monmouth, and State of New Jersey, and to promote the health, safety and welfare, of the residents of said Condominium.

Without any limitation upon the powers, rights and privileges which a corporation organized under the Non-Profit Corporation Laws of the State of New Jersey may now or hereafter have or exercise, and without any limitations upon the powers, rights and privileges conferred or to be conferred upon the Association by any other laws or regulations, including the New Jersey Condominium Act (N.J.S.A. 46:8B-1 et seq.), this Association shall have and possess all of the powers and privileges, and shall perform all of the duties and obligations given to it under the Master Deed entitled: "Weybridge, A Condominium", recorded or intended to be recorded in the Office of the Register of Monmouth County, including any amendments thereto; and given to it under the By-Laws of said Association, including any amendments thereto.

ARTICLE V:

MEMBERSHIP

Every Unit Owner shall be a member of the Association subject to provisions of the Master Deed, the By-Laws, and any Rules and Regulations promulgated by the Association, including any amendments thereto. Membership in the Association shall terminate when any Unit Owner shall cease to be the record owner of a Unit.

In the event the fee simple interest in a particular Unit is owned by more than one person or entity, then the aggregate of all such persons/entities owning such Unit shall be deemed to constitute a single member, having one vote. Such persons/entities shall agree among themselves how that vote is to be cast, and which one of them has the authority to make such vote in their behalf.

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Exh D

In no event whatsoever shall there be more than one vote per Unit.
Persons or entities holding an interest in a Unit as a security for the performance of an obligation, or leasing the Unit, shall not be deemed a member of the Association.
Honorary membership may be granted on such terms and for such purposes as may be necessary.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors. The initial Board of Directors shall be composed of a minimum of three (3) persons, who need not be members of the Association. The number of directors may be changed pursuant to the By-Laws of the Association. The method for election for the Board of Directors is set forth in the By-Laws. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors, are:

<u>Name</u>	<u>Address</u>
1. JOHN R. GABRIEL	East One Ridgewood Avenue Paramus, New Jersey 07652
2. FRANCIS CATANZARO	19 Wall Street Passaic, New Jersey 07055
3. HUGH P. JOHNSON	90 Salem Road Washington Township, NJ 07675

ARTICLE VIII

DURATION

This Association shall exist perpetually.

ARTICLE VIII

AMENDMENTS, CHANGES & ALTERATIONS

Amendment, change or alteration of this Certificate of Incorporation, pursuant to N.J.S.A. 15:1-16 shall be as follows:

(a) The Board of Directors shall pass a resolution declaring that such amendment, change or alteration is advisable, and call a meeting of the members having voting powers to take action thereon;

(b) The meeting of the members shall be held upon such notice as the By-Laws provide (in the absence thereof upon 10 days notice personally given or by mail, which notice shall contain a copy or summary of the resolution);

(c) If 2/3 of the members having voting powers present at such meeting and voting shall vote in favor of such amendment, the Corporation shall make a certificate thereof under its seal and the hands of its president or vice-president and secretary, or assistant secretary, which certificate shall be acknowledged or proved as in the case of a deed, and shall be filed in the office of the Secretary of State.

ARTICLE IX:

DISSOLUTION

In the event that this Association is dissolved, the assets of the Association shall be distributed as set forth in the By-Laws of the Association.

~~XXXXXXXXXX~~

EXH D

ORIGINAL DOCUMENT

ORIGINAL DOCUMENT POOR QUALITY

IN WITNESS WHEREOF, for the purpose of forming this non-profit corporation under the laws of the State of New Jersey, we, the five (5) (N.J.S.A. 15:1-1) undersigned, constituting the incorporators of this Association, have executed this Certificate of Incorporation this 21st day of March, 1984.

Incorporators:

Address:

Name: JOHN R. GABRIEL

One East Ridgewood Avenue
Ridgewood, New Jersey 07450

Name: FRANCIS CATANZARO

19 Wall Street
Passaic, New Jersey 07055

Name: HUGH P. JOHNSON

90 Salem Road
Washington Township, NJ 07675

Name: DOUGLAS E. MARTIN

713 Nautilus Court
Marco Island, Florida 33937

Name: CHARLES VOLPE

567 Fairdale Road
Franklin Lakes, NJ 07417

STATE OF NEW JERSEY, COUNTY OF BERGEN

SS:

I CERTIFY that on March 21, 1984, JOHN R. GABRIEL, FRANCIS CATANZARO, HUGH P. JOHNSON, DOUGLAS E. MARTIN, and CHARLES VOLPE, personally came before me and acknowledged under oath, to my satisfaction, that each person

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his act and deed.


DAVID H. VAN DAM, An Attorney
at Law of the State of New Jersey.

Prepared By:


DAVID H. VAN DAM, ESQ.

ORIGINAL DOCUMENT POOR QUALITY

~~XXXXXXXXXX~~
UNIT CALCULATION CHART

<u>Unit No.</u>	<u>Unit Type</u>	<u>Square Footage</u>	<u>Proportionate Undivided Interest (%)</u>
1	B	1,012	1.124
2	A	845	0.995
3	F	847	0.995
4	C	1,694	1.193
5	B	1,012	1.124
6	A	845	0.995
7	F	847	0.995
8	F	847	0.995
9	F	847	0.995
10	C	1,694	1.193
11	E	1,012	1.124
12	D	845	0.995
13	F	847	0.995
14	F	847	0.995
15	E	1,012	1.124
16	D	845	0.995
17	D	845	0.995
18	E	1,012	1.124
19	C	1,694	1.193
20	F	847	0.995
21	D	845	0.995
22	E	1,012	1.124
23	F	847	0.995
24	F	847	0.995
25	C	1,694	1.193
26	F	847	0.995
27	A	845	0.995
28	B	1,012	1.124
29	F	847	0.995
30	F	847	0.995
31	A	845	0.995

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EXH E

ORIGINAL DOCUMENT POOR QUALITY

<u>Unit No.</u>	<u>Unit Type</u>	<u>Square Footage</u>	<u>Proportionate Undivided Interest (%)</u>
32	B	1,012	1.124
33	F	1,012	1.124
34	D	845	0.995
35	F	847	0.995
36	C	1,694	1.193
37	E	1,012	1.124
38	D	845	0.995
39	F	847	0.995 — 31247
40	F	847	0.995 35871
41	F	847	0.995
42	C	1,694	1.193
43	E	1,012	1.124
44	D	845	0.995
45	F	847	0.995
46	F	847	0.995
47	E	1,012	1.124
48	D	845	0.995
49	D	845	0.995
50	E	1,012	1.124
51	C	1,694	1.193
52	F	847	0.995
53	D	845	0.995
54	E	1,012	1.124 — TA-32809 TA-424
55	F	847	0.995
56	F	847	0.995
57	C	1,694	1.193
58	F	847	0.995
59	A	845	0.995
60	B	1,012	1.124
61	F	847	0.995
62	F	847	0.995 — TA 22647
63	A	845	0.995
64	B	1,012	1.124
65	B	1,012	1.124

EXE

ORIGINAL DOCUMENT POOR QUALITY

Unit No.	Unit Type	Square feet	Proportionate Undivided Interest (%)
66		Superintendent Unit	
67	F	847	0.995
68	C	1,694	1.193
69	B	1,012	1.124
70	A	845	0.995
71	F	847	0.995
72	F	847	0.995
73	F	847	0.995
74	C	1,694	1.193
75	E	1,012	1.124
76	D	845	0.995
77	F	847	0.995
78	F	847	0.995
79	E	1,012	1.124 TA - 19439
80	D	845	0.995
81	B	1,012	1.124
82	A	845	0.995 - 19732
83	F	847	0.995
84	C	1,694	1.193
85	B	1,012	1.124
86	A	845	0.995
87	F	847	0.995
88	F	847	0.995
89	F	847	0.995
90	C	1,694	1.193
91	E	1,012	1.124
92	D	845	0.995
93	F	847	0.995
94	F	847	0.995
95	E	1,012	1.124 277-3266V
96	D	845	0.995

A - Allaire
B - Brighton

C - Coventry
D - Dorsett

E - Elliott
F - Franklin

END OF DOCUMENT

Exh E