

FIRST AMENDED AND RESTATED

MASTER DEED

FOR

THE HAMPTON CLUB CONDOMINIUM

Prepared by: \_\_\_\_\_  
Christine F. Li, Esq.

RECORD AND RETURN TO:

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P.O. Box 5600  
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Attention: Christine F. Li, Esq.

**FIRST AMENDED AND RESTATED**

**MASTER DEED**

**FOR**

**THE HAMPTON CLUB CONDOMINIUM**

THIS FIRST AMENDED AND RESTATED MASTER DEED is made this \_\_\_\_ day of July, 2001 by the Hampton Club Condominium Association, Inc., a New Jersey non-profit corporation, having an office c/o Midstate Management Corporation, 405 Omni Drive, Hillsborough, New Jersey 08844.

ARTICLE I

DEFINITIONS

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

1.01. "Affiliate " shall mean and refer to any entity which controls, is controlled by or is under common control with the Developer. An entity "controls" the Developer if the entity: (i) is an officer, director or employer of the Developer; (ii) directly or indirectly or acting in concert with one or more other entities, or through one or more subsidiaries, owns, controls, holds the power to vote or holds proxies representing more than twenty (20%) percent of the Developer, (iii) controls in any manner the election of the majority of the directors of the Developer or (iv) has contributed more than twenty (20%) percent of the capital of the Developer. An entity is "controlled by" the Developer if the Developer: (i) is a general partner, officer, director or employer of the

entity, (ii) directly or indirectly or acting in concert with one or more other entities owns, controls, holds the power to vote or holds proxies representing more than twenty (20%) percent of the voting interest in the entity, (iii) controls in any manner the election of a majority of the directors of the entity or (iv) has contributed more than twenty (20%) percent of the capital of the entity. Control does not exist if the powers described in this section are held solely as security for an obligation and are not exercised.

1.02. "Affirmative Marketing Program and Affordable Housing Plan" shall mean and refer to any applicable Affordable Marketing Program and Affordable Housing Plan for Affordable Units within The Hampton Club Condominium or similarly entitled instrument that may be recorded in the Middlesex County Clerk's Office subsequent to the recordation of this Master Deed and any applicable Affordable Housing Declaration of Covenants, Conditions and Restrictions, as same may be amended and/or supplemented.

1.03. "Affordable Housing Declaration of Covenants, Restrictions and Conditions" or "Affordable Housing Declaration" shall mean and refer to any applicable Affordable Housing Declaration of Covenants, Restrictions and Conditions for Affordable Units within The Hampton Club Condominium or similarly entitled instrument that may be recorded in the Middlesex County Clerk's Office subsequent to the recording of this Master Deed, as same may be amended and/or supplemented.

1.04. "Affordable Units" shall mean and refer to those Units within the Condominium that, either pursuant to the terms of an Affordable Housing Declaration or otherwise, have been restricted by covenants running with title to same requiring that such Units shall, for a specified term, be owned and occupied by households meeting the eligibility criteria established in any applicable Affirmative Marketing Program and Affordable Housing Plan or otherwise. The locations of the Affordable Units within the Condominium are reflected on Exhibit "B" hereof.

1.05. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Condominium Association and any reference herein or in the Certificate of Incorporation, By-Laws and/or Rules and Regulations to any power, duty, right of approval or any other right of the Condominium Association shall be deemed to refer to the Board and not the membership of the Condominium Association, unless the context expressly indicates to the contrary.

1.06. "Building" shall mean and refer to all the enclosed structures containing Units and structural improvements appurtenant thereto that are incorporated by this Master Deed as part of the Condominium.

1.07. "By-Laws" shall mean and refer to the First Amended and Restated By-Laws of the Condominium Association, a copy of which document is attached hereto as Exhibit "F", together with all future amendments and/or supplements thereto.

1.08. "Certificate of Incorporation" shall mean and refer to the Certificate of Incorporation of the Condominium Association, together with all amendments and/or supplements thereto.

1.09. "Common Elements" , when used alone, shall mean and refer to the "General Common Elements", "Limited Common Elements" and "Reserved Common Elements", collectively.

1.10. "Common Expenses" shall, subject to the provisions of Article VI hereof, mean and refer to all those expenses anticipated by N.J.S.A. 46:8B-3(e), in addition to all expenses, including reserves, incurred or assessed by the Condominium Association, or its directors, officers, agents or employees, in the lawful performance of their respective duties or powers.

1.11. "Condominium" shall mean and refer to: (i) all the lands and premises described in Exhibits "A", "B", " C" and "D" that have been submitted to the condominium form of ownership and that have been incorporated as part of the Condominium by the terms of this Master Deed; (ii) all improvements now or hereinafter constructed in, upon, over or through such lands and premises, whether or not shown on any Exhibit hereto; (iii) all rights, roads, waters, privileges and appurtenances thereto belonging or appertaining; and (iv) the entire entity created by the execution and recording of this Master Deed.

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

1.13. "Condominium Association" or "Association " shall mean and refer to The Hampton Club Condominium Association, Inc., a New Jersey nonprofit 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, all as provided for in this Master Deed and/or the Certificate of Incorporation and/or the By-Laws of the Condominium Association.

1.14. "Developer" shall mean and refer to First Baptist Development and Urban Renewal Corporation, its successors and assigns, and includes any successor to the Developer contemplated by Article XIV of this Master Deed.

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

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

1.17. "Institutional Lender" shall mean and refer to 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.

1.18. "Lease" shall mean and refer to any agreement for the leasing, rental, use or occupancy of a Unit of the Condominium, other than the conveyance of title thereto and regardless of the name given to such agreement.

1.19. "Limited Common Elements" shall have the same meaning as "limited common elements" pursuant to N.J.S.A. 46:8B-3(j), except as same may be modified by the provisions of Article IV hereof.

1.20. "Market Unit" shall mean and refer to any Unit within the Condominium that is not identified and restricted as an Affordable Unit in either this Master Deed or any applicable Affordable Housing Declaration. These Units are sometimes called "Fair Market Units".

1.21. "Master Deed" shall mean and refer to this First Amended and Restated Master Deed for The Hampton Club Condominium, together with all Amendments and Supplements thereto, recorded in the Middlesex County Clerk's Office.

1.22. "Member" shall mean and refer to all those Unit Owners who are members of the Condominium Association as provided in Article V of the Certificate of Incorporation.

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

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

1.25. "Owner" or "Unit Owner" shall mean and refer to the record owner or co-owners, whether one or more persons, firms, associations, corporations or other legal entities, of the fee simple title to a Unit incorporated as part of the Condominium as shown in the records of the Middlesex County Clerk's Office, but despite any applicable theory of mortgage, shall not mean or refer to a mortgagee or trustee under a Mortgage or 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. The terms Owner and Unit Owner also shall not mean or refer to any lessee or tenant of an Owner or Unit Owner.

1.26. "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 Developer or any other seller of a Unit. It shall also mean and include any other Mortgage, the lien of which, by the express terms of the Mortgage, is subordinate to any and all existing or future Common Expense liens imposed against Units by the Condominium Association. Any acquisition, construction, permanent or other Mortgage placed by the Developer upon all or a portion of the Property, including any Unit, shall also be deemed a Permitted Mortgage so long as same is expressly made subordinate to this Master Deed, any applicable Affordable Housing Declaration, any applicable Affirmative Marketing Program and Affordable Housing Plan and any other applicable restriction of record

governing Affordable Units and provides a mechanism for securing partial releases for Units and their respective appurtenant interest in the Common Elements encumbered by same, incrementally or in bulk.

1.27. "Property" shall mean and refer to the land submitted to the condominium form of ownership and incorporated as part of the Condominium upon the recordation of this Master Deed in the Middlesex County Clerk's Office, such land being known and designated as Lot 1.06 in Block 596.03, consisting of approximately 14.0672 acres, and Lot 1.05 in Block 596.03, consisting of approximately 1.9468 acres, graphically depicted on that certain: " Minor Subdivision Map of Tax Map Lots 1.03 and 1.04 in Block 596.03, City of New Brunswick, Middlesex County, New Jersey," prepared by Professional Land Services, Inc., dated February 16, 1999, (a copy of which is appended hereto as Exhibit " B" ) and described by legal descriptions (metes and bounds) in Exhibit " A" hereof.

1.28. "Reserved Common Elements" shall mean and refer to those portions of the General Common Elements, if any, that the Board may designate as available to less than all Unit Owners and for use of which a charge may be imposed pursuant to Article IV hereof.

1.29. "Rules and Regulations" shall mean and refer to those rules and regulations of the Condominium Association that may be promulgated, adopted, amended, published and enforced by same, together with all future amendments or supplements thereto.

1.30. "Unit" shall mean and refer to a part of the Condominium designated and intended for independent ownership and use as a residential dwelling regardless of type, including Affordable Units, and all as more specifically described in Article III 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 II

GENERAL DESCRIPTION OF THE CONDOMINIUM

2.01. The Condominium . Upon the recordation of this Master Deed, the Condominium shall consist of all of the land known and designated as Lots 1.06 and 1.05 in Block 596.03 on a certain map entitled: " Minor Subdivision Map of Tax Map Lots 1.03 and 1.04 in Block 596.03, City of New Brunswick, Middlesex County, New Jersey," prepared by Professional Land Services, Inc., dated February 16, 1999, consisting in the aggregate of approximately 16.0140 acres, and all improvements now in existence or hereafter constructed upon the aforesaid land, including, but not limited to, the presently proposed three hundred twelve (312) Units located in twelve (12) Buildings, two (2) outdoor tennis courts, an outdoor basketball court, a paved outdoor recreation area and all other governmentally approved site improvements for the Property graphically depicted on the applicable portions of the Proposed Full Development Plan appended hereto as Exhibit "B", in addition to all rights, privileges, roads, waters and appurtenances thereto belonging or appertaining.

2.02. Recordation of the Master Deed . Upon the recording of this Master Deed, the Developer shall be the Owner of every Unit then incorporated within the Condominium and not previously conveyed to a Unit Owner other than the Developer, including its appurtenant proportionate interest in the Common Elements, and, in spite of anything else in this Master Deed to the contrary, shall have the right to advertise, promote, develop, construct, sell, convey, lease, or otherwise dispose of such Units as it may deem appropriate in its sole discretion, subject to those restrictions and limitations regarding Affordable Units imposed by any Affordable Housing Declaration and/or any Affirmative Marketing Plan and Affordable Housing Program, as any of same may be amended, or as may otherwise be imposed.

ARTICLE III

DESCRIPTION OF UNITS

3.01. Boundary . The approximate dimensions, areas and locations of the Buildings and Units within the Condominium are shown graphically on Exhibits "B" and "C" hereof. Each Unit is intended to contain all space within the area bounded by the interior surface of the perimeter walls of each Unit and the lowermost subfloor and the uppermost ceiling of each Unit as follows:

BOTTOM: The bottom of each Unit is a horizontal plane along and coincident with the innermost surface of the floor joists and extending in every direction to the point where it closes with a side of such Unit.

TOP: The top of each Unit is an imaginary plane along and coincident with the innermost surface of the ceiling joists 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 surfaces 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 a Unit. The sides of each Unit are bounded by the bottom and top of the Unit.

3.02. Items Included in Unit . Each Unit, regardless of type, also includes all appliances, fixtures, doors, door frames, door mechanisms, window panes, window frames, window mechanisms, interior walls and partitions, interior stairways, gypsum board or other facing material on the walls and ceilings thereof, the subflooring and floors (including all flooring tile, ceramic tile, finished flooring, carpeting and padding) and all other improvements located

within the boundaries of the Unit as set forth in Section 3.01, which are exclusively appurtenant to such Units, although all or part thereof may not be located within the Unit, and shall include, but not be limited to, the following individual appurtenances to the extent that same serve an individual Unit only and not any other Unit or any portion of the Common Elements:

- A. so much of the common plumbing, heating or ventilating system as extends from the interior surface of the walls, floors or ceilings into the Unit;
- B. all electrical wires which extend from the interior surface of walls, floors or ceilings into the Units and fixtures, switches, outlets and circuit breakers;
- C. all master antenna or cable television wiring which extends from the interior surface of the walls, floors or ceilings into the Unit and which is not owned by the entity providing the master antenna or cable television service;
- D. all utility meters not owned by the public utility agency supplying the service;
- E. all equipment, appliances, machinery, mechanical or other systems which serve the Unit exclusively, whether or not same are located within or without the Unit;
- F. all storage areas located within a Unit, if any, which provide storage exclusively for the Unit;
- G. any hot water heater serving the Unit exclusively; and
- H. any central air conditioning, heating or ventilating system serving the Unit exclusively, except for any portion of same concealed within the Common Elements and not readily accessible by the Unit Owner. Any outside concrete pad, slab or similar

improvement upon which any compressor or similar component of such a system rests shall likewise be part of the Unit.

3.03. Interior Partitions . Interior partitions and other non-bearing walls within the confines of each Unit may, from time to time, be removed or replaced subject to the prior written approval of the Board of Directors. If a Unit Owner removes or replaces any interior partitions or walls, no amendment of the Master Deed will be necessary or required. No Unit may be partitioned or subdivided without the prior written approval of any Mortgage Holder for such Unit and the Board of Directors. None of the foregoing approvals shall apply to Units owned by the Developer prior to the initial conveyance of any such Units from the Developer to another Unit Owner not an Affiliate of the Developer.

#### ARTICLE IV

##### DESCRIPTION OF COMMON ELEMENTS

4.01. General Common Elements . All appurtenances and facilities and other items which are not part of the Units described in Article III or part of the Limited Common Elements described in Section 4.02 shall comprise the General Common Elements. The General Common Elements shall also include by way of description but not by way of limitation:

- A. the 16.0140 acres of land known and designated as Lots 1.06 and 1.05 in Block 596.03 on a certain map entitled: "Minor Subdivision Map of Tax Map Lots 1.03 and 1.04 in Block 596.03, City of New Brunswick, Middlesex County, New Jersey," prepared by Professional Land Services, Inc., dated February 16, 1999, whether improved or unimproved, submitted to this Master Deed and incorporated as part of the Condominium by the recordation of this Master Deed in the Middlesex County Clerk's Office;

- B. all private streets, roadways, curbs, common walkways, common drives, common exterior stairways and common sidewalks, subject to the easements and provisions set forth in Article VIII;
- C. any common parking areas within the Condominium and graphically depicted on Exhibit "B" hereof;
- D. all lawn or landscaped areas and shrubbery, as well as any unimproved and unlandscaped part of the Property;
- E. common utility conduits, common sewer laterals, other common utility lines and any underground sprinkler system, not owned by a public utility or other utility entity, and waterways, all subject to the easements and provisions set forth in Article VIII hereof;
- F. public connections and meters for gas, electricity, telephone, water and other utilities not owned by the public utility or other entities providing such services;
- G. the roofs, attic spaces, crawl spaces, foundations, footings, slabs, columns, girders, beams, supports, exterior or interior bearing or main walls and floors between Units;
- H. common exterior lighting and other facilities necessary to the upkeep and safety of the Buildings and grounds;
- I. any common storage rooms or areas, common equipment rooms or areas, maintenance rooms or areas and utility rooms, if any, subject to Section 4.05 hereof;
- J. any interior or exterior common stairs, steps, landings, stoops or hallways;
- K. all tangible personal property which may be owned by the Condominium Association and which is required exclusively for

the operation, maintenance and administration of the Condominium;

- L. all other facilities or elements of any improvement within the Condominium necessary or convenient to the existence, management, operation, maintenance or safety of the Condominium or normally in common use;
- M. any easement or other right which may now or hereafter be granted for the benefit of the Unit Owners(s) or others for access to or use of the General or Limited Common Elements or for any other purpose and not included within the Condominium; and
- N. any common recreational facilities now or hereafter constructed upon the Property.

4.02. Limited Common Elements . The Limited Common Elements shall include, generally, by way of description and not by way of limitation, any portion of the Common Elements to which there is direct and exclusive access from the interior of an appurtenant Unit and which shall be for the exclusive and perpetual use of such Unit. For example, any deck, patio, balcony, terrace, porch, stoop, or steps to which there is direct and exclusive access from the interior of an appurtenant Unit and which is for the exclusive and perpetual use of such Unit shall be a Limited Common Element. In spite of the fact that certain portions of certain utility distribution systems may serve a particular Unit exclusively (by way of example, but not limitation, so much of a gas line, water pipe, sanitary sewer pipe, electrical conduit, etc. that runs from a common lateral or individual meter to the Unit), any such portion of such a system that is not owned by the utility provider or is not accessible from the Unit shall be deemed a Limited Common Element.

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

4.04. Condominium Association's Regulation of Use, Cleaning, Snow Clearing, Maintenance, Repair and/or Replacement of Limited Common Elements . The Condominium Association shall have the right to promulgate, adopt, amend, publish and enforce such Rules and Regulations as it may deem appropriate and/or necessary to regulate a Unit Owner's use, cleaning, snow clearing, maintenance, repair and/or replacement of the Limited Common Elements for which Unit Owners are responsible so as to assure aesthetic, architectural and visual harmony, as well as safety. Such Rules and Regulations may include, but shall not be limited to, schedules, standards, specifications, materials, colors, manufacturers, etc.

4.05. Reserved Common Elements . The Board of Directors shall have the power in its discretion to: (i) designate from time to time certain Common Elements as "Reserved Common Elements"; (ii) grant reserved rights therein to the Association and to any or less than all of the Unit Owners; (iii) establish a reasonable charge to such Unit Owners for the use and maintenance thereof; and (iv) promulgate, adopt, amend, publish and enforce such Rules and Regulations as it shall deem appropriate governing the use thereof. Such designation by the Board shall not be construed as a sale or disposition of the Common Elements. Any fee paid for such reserved rights shall be paid to the Association and shall be available for use by the Association in the same manner as Common Expense assessments. In spite of the foregoing, no part of the Common Elements shall be designated as Reserved Common Elements for exclusive use by non-Unit Owners, except for non-Unit Owners who are lessees in occupancy. Under such circumstances, the Unit Owner must accept, in writing, primary responsibility and liability for any Common Element that is to be designated as a Reserved Common

Element for exclusive use by the Unit Owner's lessee before such designation can be made for the benefit of a lessee.

4.06. Warranty Claims . While the Developer maintains control of the Board of Directors of the Association, it shall take no action which adversely affects a Unit Owner's rights pursuant to N.J.A.C. 5:25-5.5 of the regulations under the New Home Warranty and Builders' Registration Act. Claims relative to defects in Common Elements shall be processed in accordance with N.J.A.C. 5:25-5.5 of the New Home Warranty and Builders' Registration Act.

#### ARTICLE V

##### ESTATE ACQUIRED AND MEMBERSHIP INTEREST

5.01. 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 proportionate interest in the Common Elements of the Condominium, which shall not be divisible from the Unit to which it appertains.

5.02. Proportionate Interest In Common Elements . The relative proportionate interest in the Common Elements of the Condominium appurtenant to each Unit incorporated within the Condominium, expressed as a percentage of the whole in accordance with N.J.S.A. 46:8B-9(g), is set forth in Exhibit "G" hereof. The relative proportionate interest of each Unit incorporated within the Condominium expressed as a percentage in Exhibit "G" hereof has been rounded to the nearest one hundred thousandth of a percent in order to avoid an interminable series of digits. In addition, the proportionate interest appurtenant to one or more of the Units has been arbitrarily adjusted to a percentage necessary to apportion the entirety of the Common Elements. Subject to Article XIII of this Master Deed pertaining to eminent domain, the proportionate interest in the Common Elements appurtenant to each Unit shall remain fixed. Each Unit's appurtenant relative proportionate interest in the Common Elements of the Condominium shall be

used, in addition to such other uses as may be provided in this Master Deed, to allocate the division of proceeds, if any, resulting from any casualty loss, eminent domain proceedings or from any other disposition of the Common Elements.

5.03. Voting . Each Unit Owner in good standing shall be entitled to cast a vote for each Unit to which he holds title, which vote shall be equal in weight to the then current relative proportionate interest in the Common Elements appurtenant to the Unit for which it is cast. The Developer shall be entitled to cast all votes for Units owned by it, but shall not be permitted to vote for the purpose of amending this Master Deed or the By-Laws or any other document for the purpose of changing the permitted use of a Unit or reducing the Common Elements.

5.04. No Partition . Subject to the provisions of this 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 proportionate 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 deed of conveyance or other instrument of conveyance or encumbrance.

5.05. Membership in the Condominium Association . Upon acceptance of a deed to a Unit, each Unit Owner shall automatically become a Member of the Condominium Association and shall be a Member for so long as he shall hold legal title to his Unit, subject to all provisions of this Master Deed, the New Jersey Condominium Act, the Certificate of Incorporation, the By-Laws and the Rules and Regulations which may now or hereafter be established for or by the Condominium Association.

5.06. Compliance by Owners . Each Owner or occupant of a Unit shall comply with, and shall assume ownership or occupancy subject to statutes, rules and regulations, resolutions, ordinances or other judicial, legislative or

executive "law" of governmental authorities having jurisdiction over the Condominium, the provisions of this Master Deed, the Certificate of Incorporation, the By-Laws, the Rules and Regulations and any other documents, as well as any amendments or supplements to the foregoing. 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 Developer, the Condominium Association or any Unit Owner in any court or administrative tribunal having jurisdiction against any person or persons, firm or corporation violating or attempting to violate or circumvent any of the aforesaid and against any Unit Owner to enforce any lien created by this Master Deed or any covenant contained herein. Failure by the Developer, the Condominium 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 VI

#### ASSESSMENTS

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

6.02. 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 other charges assessed against a Unit or a Unit Owner shall be a continuing lien upon the Unit against which they were assessed or the Unit owned by the Unit Owner against whom they were assessed and shall also be the joint and several personal obligation of the Owner(s) of such Unit at the time when the assessment or other charge fell due, and of each subsequent record Owner of such Unit, except as otherwise contemplated by Article XIII of this Master Deed or

N.J.S.A. 46:8B-21, together with such interest thereon and cost of collection thereof (including reasonable attorney's and paraprofessional fees). Liens for unpaid assessments or other charges may be foreclosed by suit brought in the name of the Condominium Association in the same manner as a foreclosure of a mortgage on real property. Suit to recover a money judgment for unpaid assessments or other charges may be maintained without waiving the lien securing same.

6.03. Annual Common Expense Assessments . It shall be an affirmative and perpetual obligation of the Board of Directors to fix annual Common Expense assessments in an amount at least sufficient to maintain the exterior of the Buildings and to otherwise maintain and operate the Common Elements as contemplated by this Master Deed, the By-Laws and as required by the Condominium Act. The amount of monies for Common Expenses of the Condominium Association deemed necessary by the Board of Directors and the manner of their expenditure shall be determined in the sole discretion of the Board of Directors.

6.04. Notice of Annual Common Expense Assessments . At least thirty (30) days in advance of the due date of the first annual Common Expense assessment installment for each fiscal year, the Board of Directors shall cause to be prepared a list of the Units and the annual Common Expense assessments applicable to each, according to the names of the Unit Owners. This list shall be kept in the office of the Condominium Association or its managing agent and shall be open to inspection upon the request of any Unit Owner. Written notice of the annual Common Expense assessment shall be given to every Unit Owner in the manner provided by Section 15.11 of this Master Deed.

6.05. Use of Annual Common Expense Assessments . The annual Common Expense assessments levied by the Board of Directors shall be used exclusively for promoting the health, safety, pleasure and welfare of the Members of the Condominium Association, including, but without limitation: street lighting; refuse collection; snow clearing from roadways, common parking areas and common

sidewalks; landscaping of unimproved Common Elements; the maintenance, repair and replacement of the exterior and roofs of the Buildings, including, but not limited to, cleaning and painting and/or staining (as applicable) of the exterior surfaces and finishes; maintenance, repair and replacement of the Common Elements or any other improvements on the Property, including roadways, common parking areas and common sidewalks; operation, maintenance, repair and replacement of Common Element recreational amenities and common facilities; maintenance, repair and replacement of all fences and walls within the Condominium; payment of applicable common taxes, if any, and insurance premiums; all costs and expenses incidental to the operation and administration of the Condominium Association; routine periodic painting of the exterior surface of each Unit's main entrance door, in spite of the fact that such doors as aforesaid are part of the Units and are otherwise the responsibility of Unit Owners; and, such other items as may from time to time be deemed appropriate by the Board of Directors; provided that the annual Common Expense assessments shall not be used for new capital improvements subject to Section 6.11 of this Master Deed.

6.06. Allocation of Common Expenses; Obligations of the Developer .

The annual Common Expense assessment shall be allocated among all Units within any Building(s) incorporated within the Condominium. Each such Unit shall be assessed a proportionate share of the annual Common Expense assessment determined by the Unit's proportionate liability for Common Expenses as set forth in Exhibit "H" hereof.

The Developer covenants (promises) that for so long as it appoints a majority of the Directors serving on the Board of Directors of the Condominium Association, it shall not cause the Common Expense assessment to be artificially low.

6.07. Due Dates of Annual Common Expense Assessment . Annual Common Expense assessments shall be made for a yearly period to be determined by the

Board of Directors and shall be payable in advance in monthly installments due upon the first day of each month or in such other installments and upon such other due dates as it may establish. 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 (subject to any prior assessments for which a new Unit Owner may be liable pursuant to N.J.S.A. 46:8B-21). Such first annual assessment or portion thereof for which a new Unit Owner is liable shall be immediately due upon the acquisition of title by the purchaser of the Unit.

6.08. Emergency Common Expense Assessment . In the event the annual Common Expense assessment proves to be insufficient for an immediate need or emergency, the Board of Directors may amend the budget and assessment and levy an Emergency Common Expense assessment. The determination of an immediate need or emergency shall be in the sole and absolute discretion of the Board of Directors. Notice of any such amendment of the budget and assessment resulting from such immediate need or emergency and the levying of an Emergency Common Expense assessment shall be in writing served upon every Unit Owner in the manner prescribed by Section 15.11 of this Master Deed. Such notice shall specify the due date(s) of any Emergency Common Expense assessment or any installment(s) thereof. Within thirty (30) days of any Emergency Common Expense assessment, the Board of Directors shall memorialize, by written resolution, the factual basis for and the fact of the Emergency Common Expense assessment.

6.09. Special Common Expense Assessment . In addition to the other Common Expense assessments authorized herein, in any assessment year, the Board of Directors may levy a Special Common Expense assessment to defray in whole or in part the cost of any reconstruction, unexpected repair or replacement of an existing capital improvement to the Common Elements, not determined by the Board

of Directors to constitute an emergency or immediate need, but for which funds held in reserve are inadequate, or for any other lawful purpose except new capital improvements subject to Section 6.11 hereof. If, during any assessment year, a Special Common Expense assessment, together with all other Special Common Expense assessments for the assessment year, exceeds in the aggregate the sum of \$15,000.00 increased by the percentage of increase in the Consumer Price Index for all Urban Consumers since 1999, it shall be authorized by the prior assent of an affirmative vote of two-thirds (2/3) in interest of the affected Members in Good Standing, as same are defined in Section 2.11 of the By-Laws. This vote shall be taken at a meeting duly called for such purpose. Written notice of such meeting, stating the purpose of the meeting, shall be served upon all Unit Owners at least thirty (30) days in advance. The due date(s) of any Special Common Expense assessment or any installment(s) thereof shall be fixed in the resolution authorizing such Special Common Expense assessment.

6.10. Capital Improvement Common Expense Assessment . In addition to the other Common Expense assessments herein authorized, the Board of Directors may levy, in any assessment year, a Capital Improvement Common Expense assessment for the purpose of acquiring or constructing a new capital improvement. If, during any assessment year, a Capital Improvement Common Expense assessment, together with all other Capital Improvement Common Expense assessments for the assessment year, exceeds in the aggregate the sum of \$15,000 increased by the percentage of increase in the Consumer Price Index for all Urban Consumers since 1999, it shall be authorized by the prior assent of an affirmative vote of two-thirds (2/3) in interest of the affected Members in Good Standing, as same are defined in Section 2.11 of the By-Laws. This vote shall be taken at a meeting duly called for this purpose. Written notice of such meeting stating the purpose of the meeting shall be served upon all Unit Owners no less than thirty (30) days in advance. The due date(s) of any Capital Improvement Common Expense assessment, or any

installment(s) thereof, shall be fixed in the resolution authorizing the Capital Improvement Common Expense assessment.

6.11. Exemption from Capital Improvement Assessments . In spite of anything to the contrary herein, neither the Developer nor any Mortgage Holder shall be required to pay any assessments for new capital improvements, whether by way of regular, special, capital improvement or any other Common Expense assessment. This provision may not be amended without the written consent of Developer and every Mortgage Holder. A Mortgage Holder that becomes a Unit Owner by virtue of acquiring title to a Unit as a result of a foreclosure, deed in lieu of foreclosure or other similar circumstance shall not be exempt from Capital Improvement Assessments or portions thereof that are first levied or become due subsequent to the Mortgage Holder's acquisition of title to the affected Unit. With regard to any such Unit, as of its acquisition of title to the Unit in question, the Mortgage Holder shall have the same liabilities as any other Unit Owner with regard to Capital Improvement Assessments.

6.12. Remedial Common Expense Assessment . In addition to the other Common Expense assessments herein authorized, the Board may levy a Remedial Common Expense assessment against any individual Unit(s) whenever required or permitted to do so by any of the provisions of this Master Deed, the By-Laws or the Association's Rules and Regulations expressly authorizing such a Remedial Common Expense assessment, such as, but not limited to, Article VII of this Master Deed. The Board of Directors may also provide by its Rules and Regulations for ordinary maintenance and minor repairs and replacements for which the Unit Owner is responsible to be furnished to Units or Limited Common Elements by Association personnel or representatives and charged as a Remedial Common Expense assessment.

6.13. Miscellaneous Common Expense Assessments . Costs of collection (including reasonable attorneys and paraprofessional 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 by law, the provisions of this Master Deed, the By-Laws, the Certificate of Incorporation, the Rules and Regulations of the Association or any duly adopted Resolution of the Board of Directors shall be deemed Common Expense assessments which each Unit Owner has covenanted and agreed to pay according to the provisions of Section 6.01 herein and for which each Unit Owner is liable according to the provisions of Section 6.02 herein and shall be collectible by the Condominium Association in the same manner as other Common Expense assessments pursuant to the provisions hereof and N.J.S.A. 46:8B-21.

6.14. Certificate of Payment . The Association shall, upon written request to it, issue to any Unit Owner or purchaser of a Unit prior to completion of a voluntary sale of same a certificate signed by an officer of the Association showing the amount of unpaid assessments levied against the Unit in question by the Condominium Association. Such certificate shall be issued within ten (10) business days of the Association's receipt of the written request. In addition, the holder of a Mortgage on a Unit or any other holder of a record lien encumbering a Unit may likewise request and receive such a certificate from the Association. Anyone entitled to request and receive such a Certificate, other than the Unit Owner at the time of issuance of such certificate, and who relies upon the certificate shall be entitled to rely thereon and his liability for assessments levied by the Association up to the date of issuance of the certificate shall be limited to the amounts set forth therein in the event he acquires title to the Unit subsequent to the issuance of the certificate.

6.15. Interest in Common Surplus . Any common surplus of the Association resulting from an excess of income over expenses that the Board of Directors, in its sole and absolute discretion, opts to refund to Unit Owners pursuant to Article VII of the By-Laws, shall be allocated among the Members in the same manner as those expenses were assessed.

ARTICLE VII

MAINTENANCE RESPONSIBILITIES

7.01. Responsibilities of Unit Owners . Each Unit Owner is responsible to perform all of the maintenance, repairs and replacements that may be required within the boundaries of his own Unit, at his own expense, and in accordance with the requirements of this Master Deed, the By-Laws and any Rules and Regulations of the Association. Unit Owners are responsible for all of the improvements appurtenant to their Units and located within the boundaries of same including by way of example but not by way of limitation those improvements described in Section 3.02 of this Master Deed; provided, however, the Association shall be responsible for routine periodic painting of the exterior surface of each Unit's main entrance door, in spite of the fact that such doors are part of the Units and are otherwise the responsibility of the Unit Owners.

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 3.02 herein, which are not located within the boundaries of his Unit as set forth in Section 3.01, when the following conditions are met:

- A. the improvement is accessible without a breaking or intrusion into the Common Elements or any other Unit; and
- B. the improvement is not functionally connected with a Common Element or a component of an integrated system which serves more than one Unit.

The cutting, removal or other disturbance of wallboard, flooring or subflooring or any similar material within the Unit Owner's own Unit in order to gain access shall not be considered "a breaking or intrusion" as aforesaid.

7.02. Responsibilities of the Association . The Association shall furnish the maintenance, repairs and replacements that are required for the

functioning of any common plumbing, common heating, common air-conditioning, common mechanical, common electrical, common sewer or common water supply systems. It shall furnish all maintenance, repairs and replacements required for the General Common Elements, as such are defined in Section 1.16 herein, including, but not limited to, the exterior and roof of Buildings, common parking areas, private roadways, common stairways and hallways, fences and walls. 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.

In spite of the fact that same are part of the Units and are otherwise the responsibility of the individual Unit Owners, the Association shall be responsible for routine periodic painting of the exterior surface of each Unit's main entrance door. The costs and expenses associated with the Association's discharge of the foregoing responsibility shall be treated as a Common Expense of the Association to be borne by all Unit Owners in accordance with their proportionate liability for Common Expenses as established by this Master Deed.

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 3.02 herein, not located within the boundaries of the Unit and not meeting the conditions set forth in Section 7.01 herein. The expenses incurred by the Association in doing so shall be levied against the Owner of that Unit as a Remedial Common Expense assessment.

7.03. Cleaning, Snow Clearing, Maintenance, Repair and Replacement of Limited Common Elements . Except for maintenance, repair and/or replacement necessitated by a Unit Owner's negligent act(s), misuse or neglect, or the negligent act(s), omission(s) or neglect of the Unit Owner's family members, household pets, guests, occupants or visitors, regardless of whether authorized by the Unit Owner, the Association shall be responsible for maintenance, repair and/or replacement of the Limited Common Element decks, patios, terraces, stoops,

porches, balconies, etc. All of the costs and expenses incurred by the Association in discharging the foregoing responsibilities shall be Common Expenses to be borne by all Unit Owners in accordance with their proportionate liability for Common Expenses as established by this Master Deed.

The Owner(s) of a Unit(s) having use exclusive of any Limited Common Element shall be responsible to pay the costs and expenses of any maintenance, repairs or replacement of that Limited Common Element necessitated by his or their own negligent act or omission, misuse or neglect, or the negligent act or omission, misuse or neglect of their family members, household pets, guests, occupants or visitors, regardless of whether authorized by the Unit Owner(s).

All routine cleaning of Limited Common Elements and snow clearing from the Limited Common Element decks, patios, terraces, stoops, porches, balconies, etc. shall be solely the responsibility and financial obligation of the Unit Owner(s) who has (have) exclusive use of such Limited Common Elements as an appurtenance to his or her Unit but subject to such qualifications as are set forth in Section 4.04 of this Master Deed.

Each Unit Owner is responsible to promptly report to the Board of Directors, in writing, any defect or need for maintenance, repairs and/or replacements, the responsibility for which is that of the Association.

7.04. Rights of the Association . The Association may, without the necessity of prior notice to the Unit Owner, effect emergency maintenance, repair and/or replacement to any Unit or Limited Common Element for which a Unit Owner is responsible but which the Unit Owner 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 Common Expense Assessment. The Association may also effect non-emergency maintenance, repair and/or replacement within the boundaries of a Unit for which the Unit Owner is responsible but which the Unit Owner has failed to perform and charge the reasonable expenses of same to the Unit Owner as a

Remedial Common Expense Assessment, but only if: (i) any such failure to maintain, repair and/or replace by the Unit Owner will have a material and adverse impact upon any other portion of the Condominium and (ii) the Unit Owner responsible for such maintenance, repair and/or replacement has failed to remedy the situation within thirty (30) calendar days after the Association has given the Unit Owner written notice of the need for such maintenance, repair and/or replacement.

7.05. Damage Due to Negligence, Omission or Misuse . If, due to the negligent act or omission of or misuse by a Unit Owner, or a member of his family or household pet, or a guest, occupant or visitor (whether authorized or unauthorized by the Unit Owner), 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 and be liable for any damages, liability, costs and expenses, including attorney's fees, caused by or arising out of such circumstances as a Remedial Common Expense assessment, and such maintenance, repairs and replacements to the General or Limited Common Elements or Unit(s) shall be subject to the By-Laws and the Association's Rules and Regulations.

## ARTICLE VIII

### EASEMENTS

8.01. Unit Owner Easements . Every Unit Owner, his successors and assigns, shall have the following perpetual easements with respect to the Condominium:

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

- B. An exclusive easement for the existence and continuance of any encroachment by his Unit upon any adjoining Unit or upon any Common Elements, now existing or which may come into existence hereafter as a result of construction, 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 so long as the Building within which the Unit is located stands;
- C. A nonexclusive easement for ingress to and egress from his Unit and for access to and use of the Limited Common Elements appurtenant to his Unit, if any, in, upon, under, over, across and through the General Common Elements;
- D. An exclusive easement to use and enjoy the surfaces of the main walls (including any windows or doors therein), ceilings, floors, stairway and foyer of his Unit;
- E. An easement in common with the Owners of all other Units to use any and 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 and/or in, upon, under or over the Common Elements and serving his Unit;
- F. A perpetual but nonexclusive easement in, over, across and through the General Common Elements to use any and all common roadways, common walkways, common recreational facilities and other common facilities within the Condominium, subject to the right of the Board of Directors to:

- (i) promulgate, adopt, publish and enforce Rules and Regulations for the use and enjoyment thereof;
- (ii) suspend this easement right (other than for access to his Unit and the Limited Common Elements appurtenant thereto, if any) as to a Unit Owner for any period during which any assessment for Common Expenses remains unpaid or for any period during which any infraction of its published Rules and Regulations continues, it being understood that any suspension for either non-payment of any assessment or a breach of the Rules and Regulations of the Condominium Association shall not constitute a waiver or discharge of the Unit Owner's obligation to pay the assessment; and
- (iii) designate portions of the General Common Elements as Reserved Common Elements pursuant to Section 4.05 of this Master Deed;

G. A nonexclusive easement for access to or use of the General Common Elements within the Condominium or for any other purposes not prohibited by this Master Deed, the By-Laws or the Rules and Regulations, which easement is for the benefit of all Owners and occupants of Units in the Condominium and their invitees.

8.02. Developer's Easements . The Developer, its respective successors and assigns, shall have the following easements with respect to the Condominium:

A. A blanket but nonexclusive easement in, upon, over, through, under and across the Condominium for the purpose of conducting any and all reasonable activities ordinarily associated with or

related to development and/or construction of a residential condominium project including, but not limited to, excavation, grading and other site preparation, as well as construction, erection or other establishment of governmentally approved improvements upon the Property. This easement shall continue until the Developer has developed within the Condominium all Units proposed for development within the Condominium, has received plenary and final certificates of occupancy or certificates of completion, as applicable, for all Units and other improvements constructed by it within the Condominium and has been released from its obligations relative to the improvements constructed by it within the Condominium under the terms of any performance and/or maintenance bond. The Developer shall not, except in the case of an emergency, exercise this easement to enter a Unit or upon any Limited Common Element appurtenant to a Unit without prior notice to and permission from the Unit Owner and at a time reasonably convenient to the Unit Owner. Similarly, once the majority of the Directors on the Board of Directors are Unit Owners other than the Developer, the Developer shall not, except in the case of an emergency, exercise this easement right with regard to completed Common Elements without prior notice to and permission from the Board of Directors and at a time reasonably convenient to the Board of Directors. Neither Unit Owners nor the Board of Directors shall unreasonably preclude the Developer from exercising its easement rights herein established;

B. A blanket but nonexclusive easement in, upon, over, through, under and across the Condominium for such purposes as may be reasonably necessary for the Developer or its agents to discharge any service, warranty, repair, maintenance, replacement or other similar obligation it may have with respect to any Unit(s) and/or the Common Elements; provided, however, with respect to a Unit, the Developer shall not, except in the case of an emergency, exercise this easement to enter such Unit or upon any Limited Common Elements appurtenant thereto without prior notice to and permission from the Unit Owner and at a time reasonably convenient to the Unit Owner. Similarly, once the majority of the Directors on the Board of Directors are Unit Owners other than the Developer, the Developer shall not, except in the case of an emergency, exercise this easement right with regard to completed Common Elements without prior notice to and permission from the Board of Directors and at a time reasonably convenient to the Board of Directors. Neither Unit Owners nor the Board of Directors shall unreasonably preclude the Developer from exercising its easement rights herein established. This easement shall be conterminous with the term of the Developer's service, warranty, repair, maintenance, replacement or other similar obligations;

C. A blanket but nonexclusive easement in, upon, over, across and through the Common Elements for the purpose of conducting any and all reasonable activities ordinarily associated with or related to offering Units for sale. This easement shall be conterminous with the Developer's ownership of any Unit owned

by it and not initially conveyed to an Owner who is not an Affiliate of the Developer; and

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

8.03. Condominium Association Easements . The Condominium shall also be subject to the following easements:

- A. The Association shall have a perpetual but nonexclusive 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 of Directors or any manager or managing agent, or their respective agents or employees, shall have the perpetual but nonexclusive right of access to each Unit and any Limited Common Elements appurtenant thereto to: (i) inspect same; (ii) remedy any violations of law and/or of the provisions of this Master Deed, the By-Laws or any Rules and Regulations of the Condominium Association, and (iii) perform any operations required in connection with the maintenance, repair, replacement, administration or management of or to the Common Elements, any Unit or any equipment, facilities or fixtures affecting or serving Unit(s) or the Common Elements, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to

the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

8.04. Mortgage Holder Easements . Any Permitted Mortgage Holder, its officers, agents and employees shall have a blanket, perpetual but nonexclusive easement to enter the Condominium or any part thereof to inspect the condition and repair of the Common Elements or any Units encumbered by a First Mortgage owned, insured or guaranteed by it. This right shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance written notice to and with the permission of the Board of Directors (for Common Elements) or the Unit Owner (for a Unit).

8.05. Municipal Easements . The Condominium is subject to a blanket, perpetual but nonexclusive easement of unobstructed ingress to and egress from, access to and travel within, upon, over, under, across and through same to the City of New Brunswick, 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 or other necessary maintenance, repair and/or replacement to a Unit which the Unit Owner has failed to perform) and for emergency or other necessary maintenance, repair and/or replacement of the Common Elements which the Association has failed to perform. Except in the event of emergencies, the rights accompanying this easement shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with permission of the Board of Directors (for Common Elements) and/or the Unit Owner(s) directly affected thereby.

A blanket but nonexclusive easement of unobstructed ingress to and egress from the Condominium in, upon, over, across and through roadways within the Condominium is hereby declared for the City of New Brunswick Board of Education

and any other municipal or regional school district(s) serving the Condominium, their agents and employees for the purpose of providing school bus service to residents of the Condominium.

8.06. Utility Easements . The Condominium is subject to a blanket, perpetual but nonexclusive easement of unobstructed ingress to and egress from, access to and travel within, upon, over, under, across and through same for the purpose of the installation, maintenance, repair, service and replacement of all sewer, water, power and telephone pipes, lines, mains, conduits, poles, transformers, meters, master television antennas, cable television systems and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility systems serving the Condominium, which easement shall be for the benefit of any governmental agency, utility company or other entity which requires same for the purpose of furnishing one or more of the foregoing services.

8.07. Other Easements . The Condominium is also subject to all easements of record as of the date of this Master Deed, whether or not reflected on any exhibit hereto.

ARTICLE IX

ADMINISTRATION AND POWERS OF ATTORNEY

9.01. Administration of the Condominium . The administration of the Condominium shall be by the Association in accordance with the provisions of the New Jersey Condominium Act, this Master Deed, the Certificate of Incorporation, the By-Laws, the Association's Rules and Regulations and any other agreements, documents, amendments or supplements to the foregoing which have been or may be duly adopted or subsequently required by: (a) applicable statutes, regulations, resolutions, ordinances or orders of any governmental entity having jurisdiction of the lands that are incorporated as part of the Condominium or the Condominium itself; (b) any title insurance company licensed to do business in the State of New Jersey insuring or proposing to insure title to the lands that are incorporated as part of the Condominium or to any Unit within the Condominium; or (c) any Institutional Lender owning, holding, servicing, insuring or guaranteeing or proposing to provide, own, hold, service, insure, guarantee or acquire a First Mortgage loan, the lien of which encumbers or is proposed to encumber a Unit within the Condominium.

9.02. Declaration of Limited Right to Make Certain Required Agreements, Amendments and/or Supplements . There is hereby declared and reserved unto the Association an exclusive and perpetual right to execute on behalf of all contract purchasers, Unit Owners, mortgagees, other lienholders or parties claiming a legal or equitable interest in the Condominium, any such agreements, documents, amendments or supplements to the documents described in Section 9.01 of this Master Deed which may be required for the reasons set forth in Section 9.01 of this Master Deed; provided, however, that: (i) no such agreement, document, amendment or supplement which substantially alters the floor plan of any Unit or changes the proportionate interest in the Common Elements of the Condominium appurtenant to a Unit (except as expressly provided for herein) or substantially

increases the nature of the financial obligations of a Unit Owner shall be made without the prior written consent of the affected Unit Owner(s) and all Mortgage(s) Holders of any Permitted Mortgage(s) encumbering the affected Unit(s); and (ii) if such agreement, document, amendment or supplement adversely affects the priority or validity of any Permitted Mortgage which encumbers a Unit, without the prior written consent of the Mortgage Holder of such Permitted Mortgage(s). The Association's reserved right as aforesaid shall be exercised by duly adopted resolution of its Board of Directors.

By execution of a contract to initially purchase a Unit within the Condominium from the Developer, by execution of a deed to any Unit within the Condominium initially conveyed by the Developer or by the acceptance of any other legal or equitable interest in the Condominium, each and every contract purchaser, Unit Owner, mortgagee, or other lienholder or party having a legal or equitable interest in the Condominium does automatically and irrevocably acknowledge the reserved right of the Association as aforesaid for the purpose of executing such agreements, documents, amendments or supplements required as set forth in Section 9.01 of this Master Deed, subject to the limitations set forth in this Section 9.02.

The aforesaid reserved right is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and shall run with the title to any and all Units and be binding upon the heirs, personal representatives, successors and assigns of any of the foregoing parties.

9.03. Association's Power of Attorney . By execution of a contract to initially purchase a Unit within the Condominium from the Developer, by execution of a deed to any Unit within the Condominium initially conveyed by the Developer 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 Condominium 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 Condominium Association or its designees, corporate or otherwise, and 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 Condominium Association; (ii) to prepare, execute and record any amendments to the Master Deed required by Article XIII hereof; (iii) to prepare, execute and record any amendments to the Master Deed made pursuant to Article XV hereof; and (iv) to represent the Unit Owners in any proceedings, negotiations, settlements and/or agreements related to the allocation of any losses, awards, or proceeds from the condemnation, destruction, or liquidation of all or a part of the Common Elements of the Condominium, or from termination of the Condominium.

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

#### ARTICLE X

#### RESTRICTIONS

10.01. General Covenants and Restrictions . The Condominium is subject to the following restrictions:

- A. 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 their use by individual Unit Owners shall be subject to this Master Deed, the By-Laws and the Rules and Regulations of the Condominium Association.

- B. 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.
- C. 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 consent of the Board of Directors, which consent shall not be unreasonably withheld.
- D. 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.
- E. Each Unit Owner shall pay for his own telephone and other utilities that are separately metered or billed to him by the utility company providing the service in question. Utilities that are not separately metered or billed or that serve the Common Elements shall be treated as part of the Common Expenses.
- F. No service or maintenance of any automobile or other vehicle shall be performed anywhere within the Condominium except as might be permitted by the Condominium Association's Rules and Regulations.
- G. All Units must be owner-occupied except those Units which, as of the recording of this Master Deed, are not owned by the

Developer and are non-owner occupied. Such Units may remain non-owner occupied and/or available for non-owner occupancy until such time as the record title holder of any such Unit as of the recording of this Master Deed conveys title, in whole or in part, to the affected Unit. Units meeting the aforesaid criterion shall be known and designed as " Limited Permissible Non-Owner Occupancy" Units or " LPNOO" Units. Any transfer of title to any LPNOO Unit or any transfer of an interest therein subsequent to the recording of this Master Deed shall be and hereby is restricted to a Unit Owner who shall personally occupy such Unit and such restriction shall thereafter run with the title to such Unit. No Owner of an LPNOO Unit shall lease or enter into an arrangement for use and/or occupancy of an LPNOO Unit for a term or period of less than one (1) year (except in the event of a lender in possession of an LPNOO Unit following a default in a First Mortgage, a foreclosure proceeding or a deed or other arrangement in lieu of a foreclosure). Furthermore, no Owner of an LPNOO Unit shall permit the use and/or occupancy of an LPNOO Unit for transient or hotel purposes, which shall be defined as any rental or other arrangement for use and/or occupancy where the users or occupants of the LPNOO Unit are provided customary hotel services such as room service for food and/or beverages, maid service, laundry and/or linen service and bellboy service. In spite of the foregoing, an Owner of an LPNOO Unit may rent to or enter into an arrangement for use and/or occupancy of an LPNOO Unit with a contract purchaser for a term of less than one (1) year so long as such rental or

arrangement for use and/or occupancy is not for transient or hotel purposes. No Owner of an LPNOO Unit may lease or enter into any other arrangement for the use and/or occupancy of less than an entire LPNOO Unit. Copies of all leases or other arrangements for use and/or occupancy, fully signed, must be furnished to the Condominium Association before the term or period of the lease or arrangement begins. Other than the foregoing, an Owner of an LPNOO Unit shall have the right to lease his LPNOO Unit or otherwise enter into arrangements for the use and/or occupancy of his LPNOO Unit provided the lease or arrangement is in writing and is made subject to applicable law, this Master Deed, the By-Laws and the Rules and Regulations of the Condominium Association and other documents referred to herein, including the rights of amendment reserved to the Association, and, provided further that any failure of the lessee or user and/or occupant to fully comply with applicable law and/or the terms and conditions of such documents shall constitute a material default under the lease or arrangement and be a basis for termination and eviction or ejection. The leasing or other arrangement for use and/or occupancy of an LPNOO Unit shall in no way relieve the Owner of the LPNOO Unit from his obligations under this Master Deed, the By-Laws and the Rules and Regulations of the Condominium Association, and he shall remain primarily responsible therefore.

In the event a tenant, user or occupant of an LPNOO Unit fails to comply with the provisions of this Master Deed, the By-Laws or the Rules and Regulations of the Condominium

Association, in addition to all other remedies which it may have, the Condominium Association shall notify the Owner of the LPNOO Unit of such violation and demand that same be remedied through the Unit Owner's efforts within thirty (30) calendar days after service of such notice. If such violation is not remedied within such thirty (30) day period, immediately thereafter, at his own cost and expense, the Owner of the LPNOO Unit shall institute and diligently prosecute an eviction, ejection or other appropriate action against the tenant, user or occupant on account of such violation. Such action shall not be compromised or settled without the prior written consent of the Condominium Association acting through its Board of Directors. In the event the Owner of an LPNOO Unit fails to fulfill the foregoing obligations, the Condominium Association shall have the right, but not the obligation, 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. Such costs and expenses shall be due and payable upon demand to the Condominium Association as a Remedial Common Expense assessment and shall be deemed to constitute a lien on the particular Unit involved. The collection thereof may be enforced by the Board of Directors in the same manner as the Board of Directors is entitled to enforce collection of other Remedial Common Expense assessments.

Despite anything to the contrary in this Master Deed, in the event the first eighteen (18) Units owned by the Developer under which work is performed under a loan made by Fleet

National Bank (the " Fleet National Bank Loan" ) are not sold within six (6) months from the initial funding date under the Fleet National Bank Loan, the Developer will be required to prepare and submit to Fleet Bank a unit leasing plan to lease the unsold Units (the " Unit Leasing Plan" ). In the event the Developer does prepare and submit such a plan to Fleet National Bank, the provisions in this Master Deed governing the leasing of the Units in the Condominium shall be amended to incorporate the terms of the Unit Leasing Plan as approved by Fleet National Bank.

- H. No Unit or Limited Common Element, except those Units and Limited Common Elements utilized by the Developer as sales offices, administrative or construction offices or models and any Unit(s) owned by the Association, shall be used for any purpose other than as a private residence; no business, trade, profession or occupation shall be conducted in or from any Unit or upon the Common Elements except as may be permitted by law and expressly permitted by the Rules and Regulations of the Condominium Association or approved in advance and in writing by the Board of Directors of the Condominium Association.
- I. There shall be no obstruction of the Common Elements, including, but not limited to, interior hallways, if any, and interior or exterior stairways and landings, if any, nor shall anything be stored in or upon the Common Elements (except the designated storage areas that are Limited Common Elements, if any) including, but not limited to, hallways, stairways and landings, if any, except as permitted by the Rules and Regulations of the Condominium Association, without the prior written

consent of the Board of Directors. The use by a Unit Owner of any storage area that is a Limited Common Element, the use of which is appurtenant to his Unit, shall be prescribed by the Rules and Regulations of the Condominium Association. Firewood may only be stored and maintained within the Condominium, including any Limited Common Elements whose use is appurtenant to a particular Unit, in strict accordance with the Condominium Association's Rules and Regulations regarding same. No porch, landing, steps, patio, terrace, balcony, stoop or deck shall be used for the storage of any item unless expressly permitted by the Condominium Association's Rules and Regulations or unless such storage has received the prior written approval of the Board of Directors.

- J. No portion of the Condominium shall be used or maintained for the dumping of rubbish or debris. In addition, compost piles are not permitted. Trash, garbage, recyclables and excess materials of any kind shall not be placed or stored within or about the Condominium, including within any Unit, except as permitted by the Condominium Association's Rules and Regulations. The Condominium Association may, by Rule or Regulation, specify the type of containers to be utilized when trash, garbage, recyclables or other excess materials are placed outside of the Unit for collection.
- K. To provide for 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 and occupants, each Unit Owner shall give the Condominium Association timely notice of his intent to list his Unit for sale or lease and, upon closing of title or

execution of the lease, as the case may be, shall immediately notify the Condominium Association of the names and addresses of the purchasers or lessees.

- L. No Unit Owner or occupant shall build, erect, plant, place and/or maintain any matter or thing upon, in, over or under the General or Limited Common Elements of the Condominium without the prior written consent of the Board of Directors or unless expressly permitted by the Rules and Regulations of the Condominium Association; provided, however, under no circumstances shall any outdoor shed or similar facility be erected or placed within the Condominium. No Unit Owner shall disturb by removal, transplantation, alteration, or otherwise any natural foliage or vegetation or that planted and/or maintained by the Developer or the Condominium Association upon the Common Elements except as may be expressly permitted by the Rules and Regulations of the Condominium Association or approved in advance in writing by the Board of Directors.
- M. No Unit Owner (other than the Developer) shall paint, decorate or otherwise change the appearance of the exterior of a Unit, any Building or any portion of the Common Elements unless expressly permitted by the Condominium Association's Rules and Regulations or approved in advance in writing by the Board of Directors. The foregoing shall be deemed to include an otherwise permitted alteration of the interior of a Unit that will result in a change in exterior appearance of the Unit or a Building or portion of the Common Elements. Each Unit Owner is responsible for promptly reporting to the Board of Directors

any defect or need for maintenance, repair or replacement for which the Condominium Association is responsible.

- N. Each Unit Owner shall be responsible for cleaning (interior and exterior), maintenance, repair and replacement of all windows of his Unit as well as any doors serving his Unit, including those doors leading onto any porch, landing, steps, balcony, deck, terrace, patio or stoop adjacent to his Unit. The terms "window" and "door" shall be deemed to include all portions of each, including, but not necessarily limited to, the frames, screens, glass, operating mechanism, hardware, etc. The Condominium Association, by Rules and Regulations, may establish maintenance schedules and standards in this regard as well as standards applicable to types of materials, styles, manufacturers, colors, etc., all in order to preserve and promote soundness of repair and visual aesthetic and architectural harmony.
- O. Nothing shall be done or kept in any Unit or within the Condominium that will increase the rates of insurance of any Building or the contents thereof beyond the regular rates applicable for such Building without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his Unit or within the Condominium that will result in the cancellation of insurance on any Building or the contents thereof or that will violate any law.
- P. Domestic pets, other than dogs, may be kept by Unit Owners within their Units; provided, however, not more than two (2) cats shall be kept within a Unit without the prior written approval of the Board of Directors. The Board of Directors is

hereby empowered to promulgate, adopt, amend, publish and enforce such Rules and Regulations as it deems appropriate relative to the keeping of pets within the Condominium (including the Units and the Common Elements). Such Rules and Regulations may include by way of example, but not by way of limitation: limitations as to the types of pets deemed to be domestic; limitations on size, weight and number; prohibitions against certain types of breeds; procedures for registering pets with the Association; etc. Under no circumstances, however, shall any animal or pet of any kind be kept or maintained within the Condominium for any commercial purpose or for breeding nor shall any outside pens, cages, runs, yards, etc. be permitted. In all instances, any pet permitted to be kept within the Condominium by virtue of the Condominium's governing documents must also be permitted by law and must be kept in compliance with all applicable laws (e.g. licensing, inoculations, etc.).

- Q. Nothing shall be done in or to any Unit or on or to the Common Elements of the Condominium which will impair the structural integrity of any Building or other improvement.
- R. No exterior loudspeakers, including those contained in portable radios or television sets, shall be permitted within the Condominium except as may be expressly permitted by the Rules and Regulations of the Condominium Association. No unshielded floodlights or exterior antenna or similar device shall be installed by any Unit Owner within or upon any portion of a Unit, upon any portion of the Common Elements (including any porch, stoop, landing, balcony, deck, patio or terrace) without the prior written permission of the Board of Directors or as expressly permitted by the Rules and Regulations of the Condominium Association.
- S. No vehicles larger than a panel truck and no commercial vehicle, mobile home, recreational vehicle, boat, boat trailer or the like, nor any unlicensed, inoperative, unused or disabled vehicle of any type shall be parked within any part of the Condominium except: those vehicles temporarily within the Condominium for the purpose of servicing the Condominium or one of the Units, those vehicles completely housed within the garage of a Unit in such a fashion as to permit complete closure of the garage door of the garage or those vehicles parked in an area designated for such vehicles, if any, all subject to the Rules and Regulations of the Condominium Association. The Board of Directors, through Rules and Regulations, may further define those vehicles that are permitted or prohibited within the Condominium. This

restriction is not applicable to the Developer in its exercise of its development rights relative to the Condominium.

- T. Except for such portions of the General Common Elements as the Condominium Association designates by Rule or Regulation as guest parking areas (if any) and/or parking for users of the recreational amenities, there shall be no parking of vehicles within the General Common Elements.
- U. There shall be no parking of vehicles on any roadway or street within the Condominium except as may be permitted by the City of New Brunswick and the Rules and Regulations of the Condominium Association.
- V. No person shall operate a motorized bicycle, moped, dirt bike, motorcycle, all terrain vehicle, snowmobile, go kart or any other motorized vehicle or machine of any kind within the Condominium without securing all licenses and registrations required by the State of New Jersey for the operation of such machines or vehicles upon public roads in the State of New Jersey. If no license or registration is required with respect to any of the aforementioned vehicles or machines, the operation of such machines or vehicles within the Condominium is prohibited except as may be permitted by the Rules and Regulations of the Condominium Association. In any event, no motorized vehicle or machine shall be operated anywhere within the Condominium except on the streets, roadways and parking areas within the Condominium designed for such use.
- W. No Unit Owner shall cause or permit any clothes, sheets, blankets or laundry of any kind or other articles to be hung or displayed within a Unit or the Limited Common Elements so as to

be visible from outside of the Unit. No sign, display or decoration of any kind shall be placed on any window or door of a Unit so as to be visible from the outside of the Unit without the prior written approval of the Board of Directors except as may be expressly permitted by the Rules and Regulations of the Condominium Association. In spite of the foregoing, the Developer, in its sole discretion, shall be entitled to erect, install, affix and/or display signs relative to the development, sale or lease of the Units until it initially conveys the last Unit incorporated within the Condominium.

X. No noxious, unlawful, unsightly or offensive activities shall be carried on within the Condominium, including within any Unit, nor shall anything be done either wilfully or negligently which may be or become an unreasonable annoyance or nuisance to others or unreasonably interferes with the peaceful possession and proper use of the Units and Common Elements of the Condominium by its residents. The foregoing shall not be construed so as to impede the Developer in its development of the Condominium.

Y. 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 liable for the cost of any damage caused to any portion of the Condominium due to his neglect or, if such damage is insured by the Condominium Association, for any deductible or other amount not received by the Condominium Association from the proceeds of such insurance. Such amounts for which a Unit Owner is

liable may be assessed against the Unit Owner as a Remedial Common Expense assessment.

- Z. No Unit Owner or occupant shall burn, chop or cut anything on, over or above the Common Elements except as may be permitted by the Rules and Regulations of the Condominium Association.
- AA. 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 otherwise permitted by the Rules and Regulations of the Condominium Association. Any portion of such draperies, blinds, curtains or other window coverings visible from the exterior of the Unit shall be beige, off-white or neutral in color unless otherwise permitted by the Rules and Regulations of the Condominium Association.
- BB. No Unit Owner (other than the Developer) may make any additions, alterations or improvements in or to his Unit or upon or to the Common Elements or impair any easement of record or any easement referred to in this Master Deed without the prior written consent of the Board of Directors. In spite of the foregoing, while the Developer appoints a majority of the Directors serving on the Board of Directors, it shall make no additions, alterations, improvements or purchases which would necessitate a Special Common Expense assessment or a substantial increase in the monthly installments of the regular annual Common Expense assessment unless necessitated by emergency or required by: (1) applicable statutes, regulations, resolutions, ordinances or orders of any governmental entity having jurisdiction of the Condominium; (2) any title insurance

company licensed to do business in the State of New Jersey insuring or proposing to insure title to the lands incorporated as part of the Condominium or to any Unit incorporated within the Condominium; or (3) any Institutional Lender owning, holding, servicing, insuring or guaranteeing or proposing to provide, own, hold, service, insure, guarantee or acquire a First Mortgage loan, the lien of which encumbers or is proposed to encumber a Unit incorporated within the Condominium. The Board of Directors shall have the obligation to answer any written requests received by it from a Unit Owner for approval of a proposed addition, alteration or improvement in or to his Unit or upon or to the Common Elements or impairment of an easement within forty-five (45) calendar days after the receipt of such request, and failure to do so within the stipulated time shall constitute a denial of the proposal. Any application to any municipal authority for a permit to make an addition, alteration or improvement in or to any Unit or upon or to the Common Elements must first be reviewed by the Board of Directors and, if approved, shall be executed by the Board of Directors so as to indicate its consent and may then be submitted by the Unit Owner. Such approval and execution, however, shall not incur any liability on the part of the Condominium Association to any contractor, subcontractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom. The Unit Owner shall furnish the Board of Directors with a copy of any such permit which he has procured. Any denial of an application by

the Board of Directors shall not result in any prejudiced to the Unit Owner's right to reapply. The provisions of this subsection shall not apply to Units owned by the Developer until such Units have been initially sold and conveyed by the Developer unless such Developer-owned Units are voluntarily not being offered for sale in the regular course of business.

- CC. No Unit Owner shall cause or permit any clothes, sheets, blankets or laundry of any kind; any plants or planters; any air conditioning unit; any electrical, telephone or other wiring or any other articles to be hung or displayed on the outside of windows or placed on the outside window sills, walls, patios, porches, steps, stoops, terraces, balconies or decks of any Building within the Condominium or otherwise placed elsewhere within the Common Elements except as may be permitted by the Condominium Association's Rules and Regulations.
- DD. No clothes lines, poles or other clothes drying devices shall be installed or maintained within the Condominium, temporarily or permanently, except as may be permitted by the Rules and Regulations of the Condominium Association.

EE. No signs, advertisements, awnings, grills, patio or balcony enclosures, deck railing or enclosures, fences, canopies, shutters, radio or television antennae, aerial or reception devices or satellite dishes (except for those permitted pursuant to the Telecommunications Act of 1996) shall be erected, installed or affixed within the Condominium or any part thereof except as may be expressly permitted by the Rules and Regulations of the Condominium Association without the prior written consent of the Board of Directors. In spite of the foregoing, the Developer shall have the right to display signs for promotional, sales, exhibit and administrative purposes upon any portion of the Condominium and/or upon any Unit owned or leased by it until it initially conveys the last Unit incorporated within the Condominium.

FF. No Unit shall be occupied or resided in by more than two (2) persons per each bedroom within the Unit. The term "bedroom" as used herein shall mean a room designated as a bedroom on the Developer's final filed and approved building plans for a Unit. A temporary visitor of a Unit Owner shall not be deemed to be residing in or occupying a Unit for purposes hereof unless such visit exceeds an aggregate of 120 days in any calendar year. Also, for purposes hereof, the child of a Unit Owner or other occupant (natural, adopted or foster) or a child for whom the Unit Owner is the legal guardian shall not be deemed a person in the computation provided for herein until such time as the child attains the chronological age of two (2) years. To the extent that any State, County or City statute, regulation or ordinance may impose a more restrictive occupancy or residency

standard than the foregoing, the more restrictive standard shall prevail and govern.

- GG. No immoral, improper, offensive or unlawful use shall be made of any Unit or portion of the Common Elements; and all applicable laws, including, by way of example and not by way of limitation, zoning ordinances, building codes and regulations of all governmental agencies having jurisdiction of the Condominium shall be observed.
- HH. No Unit Owner or agent of a Unit Owner shall place signs or other advertisements in, upon, around or about the Unit, the Common Elements in connection with the Owner's desire to sell, lease or otherwise dispose of his Unit. No such signs or advertisements may be placed inside of a Unit that would be visible from outside of the Unit. This Subsection is not applicable to the Developer. Unless expressly permitted by the Rules and Regulations of the Condominium Association or approved in advance in writing by the Board of Directors, no other sign of any type visible from outside of a Unit shall be placed on the interior window surface of any Unit.
- II. The Units and the Common Elements shall only be used in a manner reasonably consistent with their respective intended uses as part of a residential development and the use of same shall be prescribed by the promulgated, adopted and published Rules and Regulations of the Condominium Association.
- JJ. There shall be no obstruction of access to any Unit or the Common Elements other than such temporary obstruction as may occur from time to time as a result of the reasonable exercise by the Developer of its development rights.

None of the restrictions contained herein shall be applied to prohibit the reasonable adaption of any Unit for use by the disabled.

10.02. Prohibition Against Discrimination . The Condominium Association shall take no action that will result in discrimination between resident Unit Owners and non-resident Unit Owners, Owner occupants and non-Owner occupants of Units. Thus, any and all fees that are permissible for the Condominium Association to impose, any restrictions that are enforced by the Condominium Association and any and all other administration of the Condominium by the Condominium Association must be uniform with regard to the foregoing types of owners, occupants and Units. Furthermore, the prohibition established by this Section 10.02 shall not be amended or modified except by the affirmative vote of all Unit Owners.

10.03. Additional Restrictions Applicable to Affordable Units . In addition to such other restrictions as are established by this Article X or otherwise by this Master Deed, those Units now or hereafter incorporated within the Condominium and designated as Affordable Units shall also be subject to and encumbered and governed by such additional conditions, covenants and restrictions as are established by any Affordable Housing Declaration, the City of New Brunswick by applicable affordable housing ordinance or other applicable law. To the extent that any provision of this Master Deed or the By-Laws and/or Rules and Regulations of the Condominium Association shall be in conflict with any Affordable Housing Declaration, an applicable affordable housing ordinance of the City of New Brunswick or other applicable law when applied to Affordable Units, such Affordable Housing Declaration, City ordinance or other applicable law shall govern with regard to the Affordable Apartment Units.

ARTICLE XI

REQUIRED INSURANCE AND DISPOSITION OF PROCEEDS

11.01. Insurance . As required by N.J.S.A. 46:8B-14(d) and (e), the Board of Directors 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 in a form satisfactory to any Institutional Lenders holding First Mortgages on a majority of the Units, but without prejudice to the right of the Owner of any Unit to obtain individual Unit insurance at his own cost. In addition, the Board of Directors shall obtain and continue such other amounts of insurance coverage as may be required by the provisions of the By-Laws and in such amounts as are prescribed therein, if any. Premiums for all such insurance coverage, except for individual Unit coverage, shall be a Common Expense to be included in the annual Common Expense assessment.

11.02. Disposition of Insurance Proceeds . If any Building, improvement or Common Element 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 of this Article XI.

11.03. Insurance Proceeds Less Than or Equal to \$100,000. If the insurance proceeds derived from an insured loss amount to \$100,000.00 or less, the Board of Directors shall contract with a licensed contractor or contractors of its choice to rebuild or repair such damaged or destroyed portions of the Condominium in conformance with the original plans and specifications therefor, or if adherence to such original plans and specifications is deemed impracticable in the sole and absolute discretion of the Board of Directors, 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 of Directors 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.

11.04. Insurance Proceeds Greater than \$100,000 . If the insurance proceeds derived from an insured loss exceed \$100,000.00, all such insurance proceeds shall be paid directly to an Insurance Trustee, as may be designated by the Board of Directors, as trustee for all Permitted Mortgage Holders holding Mortgages and all Unit Owners, as their respective interests may then appear. Disbursement of such funds shall be made only upon the signatures of a majority of the members of the Board of Directors 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 appropriate by the Board of Directors, in its sole and absolute discretion, the Board of Directors 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 Condominium, as nearly as practicable to the original plans and specifications thereof and in accordance with all applicable building codes.
- B. The Board of Directors shall enter into said contract with a licensed contractor or contractors which shall have provisions for periodic disbursements of funds by the Insurance Trustee. Disbursements to the contractor shall be made subject to the prior presentation of an architect's certificate and contractor's requisition containing such provisions as may be appropriate under the circumstances and deemed suitable by the Board of Directors.
- C. The Board of Directors shall employ an architect or other 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.

11.05. Responsibility of Unit Owner . If the damage is only to those parts of a Unit for which the responsibility for maintenance, repair and replacement is that of the Owner, then that Owner shall be responsible for reconstruction and repair, but the proceeds of any insurance that may have been obtained by the Condominium Association as a result of such damage shall be made available to the Unit Owner for such purpose and upon such terms and conditions as the Board of Directors may impose in its sole and absolute discretion. Subject to the provisions of this Master Deed, in all other instances the responsibility of reconstruction and repair after casualty shall be that of the Condominium Association.

11.06. Insurance Proceeds Insufficient . If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair of damaged or destroyed portions of the Condominium, or, if at any time during or upon completion of reconstruction and repair, the funds for payment of the costs thereof are insufficient, Special Common Expense 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. If only Limited Common Elements and no Units are damaged or destroyed, the Special Common Expense assessment shall be levied only against those Units entitled to use of such Limited Common Elements. If only General Common Elements and no Units are damaged or destroyed, the Special Common Expense assessment shall be levied against all Units. In spite of anything to the contrary in this Master Deed or the By-Laws, such Special Common Expense assessments shall be in proportion to the Unit Owner's percentage interest in the Common Elements relative to the aggregate interest in the Common Elements of all Units specially assessed. The foregoing provisions of this Section 11.06 are

applicable to the repairs and reconstruction to be undertaken by the Condominium Association and do not cover damages to those portions of the Unit for which the responsibility of maintenance and repair and the costs thereof is that of the Unit Owner.

11.07. 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 Condominium Association and applied by it to reduce the Common Expenses; provided, however, that any portion of the excess insurance proceeds attributable to damage or destruction for which a Unit Owner is individually responsible for repair or reconstruction shall be made available to said Unit Owner or, if there is a mortgage endorsement as to an affected Unit, then to the Unit Owner and the Unit mortgagee, jointly, to be utilized for such repair or reconstruction for which the Unit Owner is responsible.

11.08. Assignment to Mortgage Holder . In the event the Condominium Association determines not to repair or rebuild the damaged or destroyed property in accordance with N.J.S.A. 46:8B-24, any insurance proceeds payable to a Unit Owner as a result of damage or destruction of his Unit or interest in the Common Elements or both 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.A. 46:8B-24.

## ARTICLE XII

### EMINENT DOMAIN

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

12.02. Notice and Participation of Unit Owners . If the Common Elements or any part thereof shall be taken, injured or destroyed by eminent domain, each affected Unit Owner shall be entitled to notice of such taking and to

participate through the Condominium Association in the proceedings incident thereto.

12.03. Allocation of Awards . Any awards made in connection with such proceedings shall be collected by the Condominium Association and applied or distributed by it in accordance with and Sections 5.02 and 12.04 of this Master Deed, unless the award or decree provides to the contrary.

12.04. Re-Allocation Following Condemnation .

A. Units Rendered Uninhabitable. Upon acquisition by the condemning authority, each affected Unit's entire appurtenant proportionate interest in the Common Elements of the Condominium and its corresponding proportionate liability for payment of Common Expenses shall be automatically reallocated to the remaining Units on the same basis as their respective proportionate interests and liability were initially established. The Condominium Association, acting through its Board of Directors, shall promptly prepare, execute and record an amendment to this Master Deed reflecting such 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 appurtenant proportionate interest in the Common Elements of the Condominium and corresponding proportionate liability for Common Expenses of each affected Unit shall remain unchanged.

12.05. Allocation of Proceeds Derived from Acquisition of Common Elements . If a part of the Common Elements is acquired by eminent domain, the award must be paid to the Condominium Association. The Condominium Association

shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Unit Owners in proportion to their respective proportionate interest in the Common Elements before the taking, but the portion of the award attributable to the acquisition of any Limited Common Element must be equitably divided, unless the award provides otherwise, among the Owners of the Units to which that Limited Common Element was allocated at the time of acquisition based upon the relative proportionate entitlement of the affected Owners to the acquired Limited Common Elements.

ARTICLE XIII

PROTECTIVE PROVISIONS FOR THE BENEFIT OF MORTGAGE HOLDERS

13.01. General . "Notice Mortgagee" shall mean and refer to any Mortgage Holder holding a First Mortgage which has given written notice to the Condominium Association in the manner provided in Section 15.12 of this Master Deed of its desire to have notice of those matters that are the subject of Sections 13.02 through 13.06 and 13.09 of this Master Deed. Any such notice 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 Notice Mortgagee is the Mortgage Holder of a First Mortgage. It shall be the obligation of the Notice Mortgagee to keep the Condominium Association informed of any change of address to which required notices should be sent. The Condominium Association shall be deemed to have fulfilled its obligations hereunder and a Notice Mortgagee shall be deemed to have been given any required notice hereunder so long as the Condominium Association can establish that it served the notice in question in the manner provided herein directed to the Notice Mortgagee at the last address given by it to the Condominium Association in the manner provided herein. The manner in which the Condominium Association shall give the notices required to Notice Mortgagees pursuant to this Article XIII shall be via United States Postal Service by certified mail, with return receipt requested and sufficient prepaid postage affixed thereto, addressed to the last address of the Notice Mortgagee identified to the Condominium Association as provided herein.

13.02. Prior Written Approval of 51% of Notice Mortgagees . The prior written approval of at least fifty-one percent (51%) of the Notice Mortgagees is required for any material amendment to this Master Deed or to the By-Laws or Certificate of Incorporation of the Condominium Association, including, but not limited to, any amendment which would change any provision relating to:

- A. voting rights;

- B. reserves for maintenance, repair and replacement of Common Elements;
- C. responsibility for maintenance and repairs;
- D. reallocation of interests in the General or Limited Common Elements or rights to their use (except as expressly contemplated by Article XIV of this Master Deed);
- E. boundaries of any Unit;
- F. convertibility of Units into Common Elements or vice versa (except as expressly contemplated by Articles II and XIV of this Master Deed);
- G. expansion or contraction of the Condominium, or the addition, annexation or withdrawal of land to or from the Condominium (except as expressly contemplated by Article XIV of this Master Deed);
- H. insurance or fidelity bonds;
- I. leasing of Units;
- J. imposition of any restrictions upon a Unit Owner's right to sell or transfer his Unit;
- K. a decision by the Condominium Association to establish self-management rather than professional management;
- L. restoration or repair of the Condominium (after damage, destruction or condemnation) in a manner other than that specified in this Master Deed;
- M. any action to terminate the legal status of the Condominium as a Condominium after substantial damage or condemnation occurs;
- N. any provisions that expressly benefit Notice Mortgagees; or
- O. assessment allocations, assessment liens or subordination of assessment liens.

The notice given to Notice Mortgagees pursuant to Section 13.01 of this Master Deed with regard to any proposed material amendment as aforesaid must include a copy of the proposed amendment.

13.03. Prior Written Approval of 67% of Notice Mortgagees . The prior written approval of at least sixty-seven percent (67%) of the Notice Mortgagees is required before the effectuation of any decision by the Unit Owners to terminate the legal status of the Condominium as a Condominium for reasons other than substantial destruction or condemnation.

13.04. Implied Approval of Notice Mortgagees Assumed . In spite of the requirements of prior written approval of Notice Mortgagees provided in Sections 13.02 and 13.03 of this Master Deed, provided that the Condominium Association serves notice on Notice Mortgagees of those matters that are the subject of Sections 13.02 and 13.03 of this Master Deed in the manner provided in Section 13.01 of this Master Deed, the Condominium Association may assume implied approval of any Notice Mortgagee failing to submit a written response to any notice given within thirty (30) days after it receives such notice as provided herein and so long as the notice was delivered by certified mail as indicated by a signed return receipt.

13.05. Additional Notices . Any Notice Mortgagee shall also 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 Notice Mortgagee's loan; and no Unit Owner or other party shall have priority over such Notice Mortgagee 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;

- B. any sixty (60) day delinquency in the payment of annual regular Common Expense assessment installments or other Common Expense assessments or charges owed to the Condominium Association by the Owner of any Unit for which the Notice Mortgagee holds a Mortgage;
- C. a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Association; and
- D. any proposed action that requires the consent of a specified percentage of Notice Mortgagees.

13.06. No Partition . No Unit in the Condominium may be partitioned or subdivided without the prior written approval of any Notice Mortgagee holding a Mortgage for such Unit.

13.07. Common Expense Lien Subordinate . With the exception of such portions of the Condominium Association's "customary condominium assessment" for which it has established a limited lien priority pursuant to N.J.S.A. 46:8B-21, any lien the Condominium Association may have on any Unit in the Condominium for the payment of Common Expense assessments, regardless of nature, 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. If a mortgagee of a First Mortgage or other purchaser of a Unit obtains title to such Unit as a result of foreclosure of the First Mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or other assessments by the Condominium Association pertaining to such Unit or chargeable to the former Unit Owner which became due prior to acquisition of title as a result of the foreclosure except for such portion of the Condominium Association's "customary condominium assessment" levied against the former Unit Owner for which the Condominium Association has established a limited

lien priority pursuant to N.J.S.A. 46:8B-21 but which remains unpaid. Such unpaid shares of Common Expenses and other assessments (except for the aforementioned portion of the Condominium Association's "customary condominium assessment" that is the subject of a perfected but unsatisfied lien entitled to limited priority by N.J.S.A. 46:8B-21) shall be deemed to be Common Expenses collectible from all of the remaining Unit Owners including such acquirer, his successors and assigns.

13.08. Maintenance and Inspection of Records . The Condominium Association shall maintain current copies of this Master Deed, the Certificate of Incorporation, the By-Laws and the Rules and Regulations of the Condominium Association, and any respective amendments thereto, as well as its own books, records and financial statements and have same reasonably available for inspection by Unit Owners and Permitted Mortgage Holders. Any Permitted Mortgage Holder shall, upon prior written request: (i) be permitted to inspect the documents, books and records of the Condominium Association during normal business hours; and (ii) receive an annual audited financial statement of the Condominium Association within one hundred twenty (120) days following the end of any fiscal year of the Condominium Association.

13.09. Notice of Meetings . Any Notice Mortgagee shall receive written notice of all meetings of the Condominium Association and be permitted to designate a representative to attend all such meetings.

13.10. Liability for Common Expense Assessments . Any Mortgage Holder that obtains title to a Unit as a result of foreclosure of a 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 Condominium 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.

13.11. Management Agreements . Any management agreement for the Condominium entered into by or on behalf of the Condominium Association shall be terminable by the Condominium Association, with or without cause, upon thirty (30) days prior written notice thereof. The term of any such agreement shall not exceed one (1) year.

13.12. Common Expense Default . In spite of the absence of any express provision to such effect in any Mortgage instrument, in the event that there is any default in the payment of any installment of any Common Expense assessment, regular or otherwise, for a Unit, any Mortgage Holder holding a Permitted 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 XIV

DEVELOPER'S RIGHTS AND OBLIGATIONS

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

14.02. Rights Reserved to Developer . In spite of anything to the contrary in this Master Deed or the Certificate of Incorporation or By-Laws of the Condominium Association, the Developer hereby reserves, for itself, its successors and any assigns the right, for so long as it owns one or more Units in the Condominium, to sell, lease, mortgage or sublease any unsold Units within the Condominium; provided, however with regard to Affordable Units, this reserved right shall be subject to the terms, conditions, covenants, restrictions, etc. of any applicable Affordable Housing Declaration, any applicable affordable housing ordinance of the City of New Brunswick and any other applicable affordable housing law.

14.03. Transfer of Special Developer Rights . No special rights created or reserved to the Developer under this Master Deed (from now on called "Special Developer Rights") may be transferred except by an instrument evidencing

the transfer recorded in the Middlesex County Clerk's Office. The instrument shall not be effective unless executed by the transferee.

14.04. Liability of Transferor . Upon transfer of any Special Developer Right, the liability of the transferor is as follows:

- A. A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations imposed upon it. Lack of privity does not deprive any Unit Owner of standing to bring an action to enforce any obligation of the transferor.
- B. If a transferor retains any Special Developer Right, or if a successor to any such Special Developer Right is an Affiliate of the Developer, the transferor is subject to liability for all obligations and liabilities imposed on a Developer by law or by this Master Deed arising after the transfer and is jointly and severally liable with the successor for the liabilities and obligations of the successor which relate to the Condominium.
- C. A transferor that retains no Special Developer Rights has no liability for any act or omission or any breach of a contractual or warranty obligation arising from the exercise of any such Special Developer Right by a successor Developer which is not an Affiliate of the transferor.

14.05. Transfer of Rights Requested . Unless otherwise provided in a mortgage instrument or deed of trust, in case of foreclosure of a mortgage, sale by a trustee under a deed of trust or sale under any bankruptcy or receivership proceedings of any Units or interests in the Condominium owned or held by Developer, a person or entity acquiring title to all the Units being foreclosed or sold, as applicable, but only upon its request, succeeds to all Special Developer

Rights, or only to any such Special Developer Rights to maintain models, sales offices and signs. The judgment or instrument conveying title shall provide for transfer of only the Special Developer Rights requested.

14.06. Foreclosure, Bankruptcy, Receivership . Upon foreclosure, sale by a trustee under a deed of trust, or sale under any bankruptcy or receivership proceedings, of all Units in the Condominium owned by Developer:

- A. the Developer ceases to have any Special Developer Rights, and
- B. the period of Developer control terminates, unless the judgment or instrument conveying title provides to the contrary.

14.07. Liability of Successors . The liabilities and obligations of persons or entities who succeed to all Special Developer Rights as follows:

- A. A successor to all Special Developer Rights which is an Affiliate of the Developer is subject to all obligations and liabilities imposed on a Developer by law or by this Master Deed.
- B. A successor to all Special Developer Rights, other than a successor described in Section 14.07 C. or D. hereof which is not an Affiliate of the Developer, is subject to all obligations and liabilities imposed upon the Developer by law or this Master Deed but is not subject to liability for misrepresentations or warranty obligations on improvements made by any previous Developer or made before the Condominium was created or for a breach of fiduciary obligations by any previous Developer.
- C. If it is not an Affiliate of Developer, a successor to only Special Developer Rights to maintain models, sales offices and signs may not exercise any other Special Developer Right, but is not subject to any liability or obligation as a Developer.

D. A successor to all Special Developer Rights which is not an Affiliate of Developer and which succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to Units under Section 14.06 hereof may declare its intention in a recorded instrument to hold those rights solely for transfer to another party. Thereafter, until transferring all such Special Developer Rights to any person acquiring title to Units owned by the successor or until recording an instrument permitting exercise of all those rights, that successor may not exercise any Special Developer Rights other than the right to control the Board of Directors for the duration of any period of Developer control, and any attempted exercise of those rights is void. So long as a successor Developer may not exercise Special Developer Rights under this Subsection 14.07 D., it is not subject to any liability or obligation as a Developer other than liability for its own acts and omissions under this Master Deed.

14.08. Ineffectiveness . Nothing in this Article XIV subjects any successor to a Special Developer Right to any claims against or other obligations of a transferor other than claims and obligations arising under this Master Deed.

ARTICLE XV

GENERAL PROVISIONS

15.01. Duration . The provisions of this Master Deed shall be perpetual in duration, shall run with title to and bind all of the land included in the Condominium and shall inure to the benefit of and be enforceable by the Condominium Association and the Unit Owners, their respective successors, assigns, heirs, executors, administrators and personal representatives, except that the covenants and restrictions set forth in Section 10.01 shall have an initial term of forty (40) years from the date this Master Deed is recorded in the Middlesex County Clerk's Office at the end of which period such covenants and restrictions shall automatically be extended for successive periods of ten (10) years each, unless Unit Owners owning at least two-thirds (2/3) in interest of the Common Elements of the Condominium 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 Unit 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 after the recording of the 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 City of New Brunswick (or such municipal corporation or other governmental entity as may then have zoning and subdivision jurisdiction over the Condominium).

15.02. Amendment of Master Deed . Except for those provisions herein that expressly provide otherwise, this Master Deed may be amended at any time after the date hereof by a vote of those Unit Owners in good standing owning at

least sixty-seven percent (67%) of the interest in the Common Elements of the Condominium, at any meeting of the Condominium Association duly held in accordance with the provisions of the By-Laws. No amendment shall be effective until recorded in the Middlesex County Clerk's Office. This Section is by way of supplement to and not in derogation of the powers of amendment reserved pursuant to Article IX 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 by agreement shall be effective when recorded in the Middlesex County Clerk's Office. In spite of the foregoing, any amendment so requiring it under the provisions of Article XIII hereof shall also have the prior written approval of fifty-one (51%) percent of the Notice Mortgagees.

15.03. Termination . In spite of anything to the contrary herein, an amendment, deed of revocation or other document shall be effective to terminate the condominium form of ownership hereby established only upon the written approval of non-Developer Unit Owners owning at least eighty percent (80%) in interest of the Common Elements of the Condominium and the written approval of the Developer, for so long as it holds one (1) Unit for sale in the ordinary course of business. The foregoing is not intended to eliminate the requirement of Section 13.03 hereof requiring the prior approval of at least sixty-seven percent (67%) of the Notice Mortgagees before the effectuation of any decision by the Unit Owners to terminate the legal status of the Condominium as a Condominium for reasons other than substantial destruction or condemnation.

15.04. Enforcement . Enforcement of this Master Deed shall be by any appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction over any person or persons, firm or corporation violating or attempting to violate any covenant herein contained either to restrain or enjoin such violation or threatened violation or to recover damages, and against any

Owner to enforce any lien created by this Master Deed or any covenant herein contained. Failure by the Condominium 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 same.

15.05. Maintenance by Municipality . In the event the Condominium is not maintained in reasonable order and condition, the City of New Brunswick shall have the right, but not the obligation, to enter upon and maintain it. The assumption of such maintenance responsibility shall be in accordance with the procedure set forth in N.J.S.A. 40:55D-43(b). The cost of same shall be assessed, enforced and collected in accordance with the provisions of N.J.S.A. 40:55D-43(c). In spite of any limitations as to the applicability of N.J.S.A. 40:55D-43(b) and (c) to the maintenance of "open space," provisions of this Section shall be deemed to apply to all maintenance obligations as set forth in this Master Deed. The cost of such maintenance by the municipality shall be assessed pro rata against the Owners of each Unit affected thereby, shall become a lien and tax on each such Unit and shall be enforceable by the City of New Brunswick in the manner provided by law with respect to real estate taxes assessed directly against each such Unit. The City of New Brunswick shall have no obligation to proceed as set forth herein and the Condominium Association will hold the City of New Brunswick harmless for any liability arising from the City of New Brunswick's actions or failure to act with respect to the maintenance of the Common Elements. All of the above provisions are subject and subordinate to the provisions of N.J.S.A. 40:55D-43 and any amendments and/or supplements thereto.

15.06. Validity . The invalidity of any provision of this Master Deed, the Certificate of Incorporation, By-Laws or Rules and Regulations of the Condominium Association shall not be deemed to impair or affect the validity or enforceability of the remainder of the Master Deed, Certificate of Incorporation, By-Laws or Rules and Regulations of the Condominium and all other provisions of

the Master Deed, Certificate of Incorporation, By-Laws or Rules and Regulations of the Condominium Association shall continue in full force as if such invalid provisions had never been included.

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

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

15.09. Rule Against Perpetuities . If any provision of this Master Deed, the Certificate of Incorporation, By-Laws or Rules and Regulations of the Condominium Association shall be interpreted to constitute a violation of the rule against perpetuities, such provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of Robert F. Kennedy, deceased, former Senator of the State of New York, plus twenty-one (21) years thereafter.

15.10. Conflict . In the event any provision of this Master Deed is in conflict with any mandatory provision of any applicable federal, State, County or municipal statute, regulation, resolution, ordinance or other judicial, legislative or executive "law", the terms of such statute, regulation, ordinance or other law shall govern. In the event any provision of this Master Deed is in conflict with any provision of the Certificate of Incorporation, the By-Laws or the Rules and Regulations of the Condominium Association, the provision of the Master Deed shall govern. With regard to the Affordable Units, in the event any provision of this Master Deed conflicts with any applicable Affordable Housing Declaration, an applicable affordable housing ordinance of the City of New Brunswick or any other applicable affordable housing law, the latter shall govern.

15.11. Notice - Unit Owners and Members . Unless express provision to the contrary is made in this Master Deed, the Certificate of Incorporation, By-Laws or Rules and Regulations of the Condominium Association, any notice permitted or required to be given to or served upon any Unit Owner or Member under the provisions of this Master Deed, the Certificate of Incorporation, By-Laws or Rules and Regulations of the Condominium Association shall be deemed to have been properly given or served when same is mailed via the United States Postal Service, with sufficient prepaid first class postage affixed thereto, addressed to the Unit Owner or Member at his last known mailing address as reflected in the records of the Condominium Association at the time of such mailing. Notice to one of two or more co-owners of a Unit shall constitute notice to all co-owners thereof. It shall be the obligation of every Unit Owner and Member to immediately notify the Condominium Association in writing of any change of address for purposes of notices to which it is entitled pursuant to the terms of this Master Deed, the Certificate of Incorporation, By-Laws or Rules and Regulations of the Condominium Association. Such notification of a change of address to the Condominium Association shall be given to the Condominium Association in writing in the manner provided for notices to the Condominium Association in Section 15.12 of this Master Deed. Until such time as a Unit Owner gives contrary notice to the Condominium Association in the manner herein provided, the Condominium Association shall be entitled to conclusively presume that the address of a Unit is the record address of the Owner of the Unit.

Valid notices may also be given to Unit Owners and Members by: (i) personal delivery to any occupant of the Unit of the Owner or Member over fourteen (14) years of age or (ii) affixing said notice or sliding same under the front entrance door of the Unit.

15.12. Notice-Condominium Association . Unless express provision to the contrary is made in this Master Deed, the Certificate of Incorporation, By-

Laws or Rules and Regulations of the Condominium Association, any notice permitted or required to be given to or served upon the Condominium Association under the provisions of this Master Deed, the Certificate of Incorporation, By-Laws or Rules and Regulations of the Condominium Association shall be deemed to have been properly given to or served upon the Condominium 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 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.

15.13. Requests for Consent, Approval or Permission . To the extent that this Master Deed, the Certificate of Incorporation, By-Laws or Rules and Regulations of the Condominium Association provides that certain actions not be taken without the consent, approval or permission of the Condominium Association or its Board of Directors, any request for such consent, approval or permission shall be submitted in the manner provided for notices pursuant to Section 15.12 herein unless the Board of Directors by its Rules and Regulations establishes a different manner.

## ARTICLE XVI

### CONDOMINIUM RULES AND REGULATIONS

16.01. Authority . The Board of Directors shall be and hereby is empowered to promulgate, adopt, amend and enforce such Condominium Association Rules and Regulations as it, in its sole and absolute discretion, deems necessary and proper to effectuate the provisions of this Master Deed, including, by way of description but not by way of limitation, those deemed necessary and proper to ensure that Unit Owners perform in accordance with those covenants and restrictions imposed upon them and discharge and perform those obligations and duties for which they are responsible.

16.02. Publication . No Condominium Association Rule or Regulation promulgated and adopted by the Board of Directors subsequent to a Unit Owner's acquisition of title to a Unit shall be deemed to be effective as to a particular Unit Owner until written notice of same has been given to the Unit Owner pursuant to Section 15.11 of this Master Deed. Once such notice is given, the Condominium Association shall have no further obligation to publish adopted Condominium Association Rules and Regulations other than to maintain a current compilation of same available for inspection during regular business hours at the Condominium Association's principal office. There shall be a rebuttable presumption that a purchaser acquiring title to a Unit has actual notice of all Condominium Association Rules and Regulations adopted as of the date title is acquired. To rebut this presumption of actual notice, a Unit Owner must be able to establish by clear and convincing legally competent evidence in any enforcement proceeding that a copy of the Rule or Regulation that the Condominium Association is seeking to enforce was not being maintained and available for inspection as aforesaid by not later than the date on which the Unit Owner acquired title to the Unit.

16.03. Enforcement . Enforcement of the Condominium's Association's Rules and Regulations shall be as provided in Section 15.04 of this Master Deed and the Condominium Association's By-Laws.



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**FOR**

**THE HAMPTON CLUB CONDOMINIUM**

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LIST OF EXHIBITS

- A - Description of Property
- B - Property Map
- C - Record Drawing of Existing Improvements
- D - Architectural Drawings and Floor Plans
- E - First Amended and Restated Certificate of Incorporation of The Hampton Club Condominium Association, Inc.
- F - First Amended and Restated By-Laws of The Hampton Club Condominium Association, Inc.
- G - Schedule of Percentage Interest in Common Elements
- H - Schedule of Proportionate Liability for Common Expenses