

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; (ii) in the name of the Condominium Association or its designees, corporate or otherwise, on behalf of all Unit Owners, to convey, sell, lease, mortgage (but not to vote the votes appurtenant to) or otherwise dispose of any such Units so acquired or to sublease any Units so leased by the Condominium Association; (iii) to prepare, execute and record any amendments to the Master Deed required under Article XII hereof; and (iv) to prepare, execute and record any amendments to the Master Deed made pursuant to Article XV hereof.

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. The foregoing is not intended to be nor is same to be construed as a right of first refusal for either the Sponsor or the Condominium Association.

#### 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, 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. In the event that for any period real estate taxes are not separately taxed to each Unit but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof based upon his Unit's appurtenant

proportionate interest in the General Common Elements of the Condominium or such other basis as the City of Long Branch shall determine. The aforesaid being in accordance with Section 6.17 of this Master Deed.

- 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. Utilities that are not separately metered or billed or that serve the Common Elements shall be treated as part of the Common Expenses. Notwithstanding the foregoing, utilities that are not separately billed or metered by the utility providing the service but for which the Board has established a means of allocating relative proportionate use, benefit, consumption, etc. and has opted to allocate relative proportionate financial responsibility of Unit Owners on such basis shall be Limited Common Expenses.
- F. No service, maintenance or washing of any automobile or other vehicle shall be performed on the Property.
- G. No Unit Owner shall lease or enter into an arrangement for use and/or occupancy of a Unit for a term or period of less than six (6) months (except in the event of a lender in possession of a Unit following a default in a First Mortgage, a foreclosure proceeding or a deed or other arrangement in lieu of a foreclosure). Furthermore, no Unit Owner shall permit the use and/or occupancy of a 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 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. Notwithstanding the foregoing, a Unit Owner may rent to or enter into an arrangement for use and/or occupancy of a Unit with a contract purchaser so long as such rental or arrangement for use and/or occupancy is not for transient or hotel purposes. No Unit Owner may lease or enter into any other arrangement for the use and/or occupancy of less than an entire Unit. Copies of all leases or other arrangements for use and/or occupancy must be furnished to the Condominium Association before the term or period of the lease or arrangement begins. Other than the foregoing, a Unit Owner shall have the right to lease his Unit or otherwise enter into arrangements for the use and/or occupancy of his 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 right of amendment reserved to the Sponsor, 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 default under the lease or arrangement. The leasing or other arrangement for use and/or occupancy of a Unit shall in no way relieve the Unit Owner 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 fails to comply with the provisions of this Master Deed, the By-Laws or Rules and Regulations of the Condominium Association, in addition to all other remedies which it may have, the Condominium Association shall notify the Unit Owner of such violation and demand that same be remedied through the Unit Owner's efforts within thirty (30) days after such notice. If such violation is not remedied within such thirty (30) day period, immediately thereafter, at his own cost and expense, the Unit Owner shall institute and diligently prosecute an eviction, ejectment 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. In the event the Unit Owner fails to fulfill the foregoing obligations, the Condominium Association shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Unit

Owner and at the Unit Owner's sole cost and expense, including all legal fees incurred. Such costs and expenses shall be due and payable upon demand by 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. By execution of a deed to any Unit conveyed by the Sponsor or by the acceptance of a deed to any Unit conveyed by a Unit Owner other than the Sponsor, each Unit Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Board of Directors as his attorney-in-fact for the purposes described herein.

- H. No Unit, except those Units used by Sponsor as sales offices, administrative offices or models, shall be used for any purpose other than as a private residence.
- 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, nor shall anything be stored in or upon the Common Elements, including, but not limited to hallways (if any), stairways, and landings without the prior consent of the Board of Directors. The use by a Unit Owner of any designated

storage area which is part of the Common Elements (General, Limited or Reserved) shall be prescribed by the Rules and Regulations.

- J. No portion of the Common Elements or other portion of the Property shall be used or maintained for the dumping of rubbish or debris except in such areas as are designated by the Board. Trash, garbage or other waste shall be deposited in sanitary containers within the designated areas for regular collection.
- K. To provide an orderly procedure in the case of title transfers and to assist in the maintenance of a current, up-to-date roster of Unit Owners and occupants, each Unit Owner shall give the Secretary of 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 such Secretary of the names and home addresses of the purchasers or lessees.
- L. No Unit Owner or occupant shall build, plant, or maintain any matter or thing upon, in, over or under the Common Elements without the prior written consent of the Board unless expressly permitted by the Rules and Regulations promulgated, adopted and published by the Board of Directors; provided, however, under no circumstances shall any outdoor shed or similar facility be erected or placed

on the Property. No Unit Owner shall disturb, by removal, transplantation or otherwise, any natural foliage or vegetation or that planted or maintained by the Sponsor or the Condominium Association upon the Common Elements.

- M. Each Unit Owner shall be responsible for the cleaning, maintenance, repair and replacement of the windows and doors of his Unit. The terms "windows" and "doors" shall be deemed and inclusive and shall include, but not be limited to, frames, jambs, panes, hardware, screens, storm fixtures, etc.
- N. Nothing shall be done or kept in any Unit or in or upon the Property which will increase the rates of insurance of any Building or the contents thereof beyond the 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 in or upon the Property that will result in the cancellation of insurance on any Building or the contents thereof, or that will violate any law.
- O. No bird, reptile, pet or animal of any kind shall be raised, bred or kept in any Unit or anywhere else within the Condominium, except as permitted by the Rules and Regulations of the Condominium Association.
- P. Nothing shall be done in or to any Unit or on, in or to the Common Elements of the Condominium which will impair the

structural integrity of any Building or which will structurally change any Building. In addition, no Unit Owner shall have the right to paint, decorate or otherwise change the appearance of the exterior of his Unit, any Building or any other portions of the Common Elements without the prior written consent of the Board of Directors.

- Q. No exterior loudspeakers other than those contained in portable radios or television sets shall be permitted on the Property; and no unshielded flood lights shall be installed by any Unit Owner within or upon any portion of a Unit or upon any portion of the Common Elements (including any balcony, deck, patio, stoop, landing, terrace, porch, etc.) without the prior written permission of the Board of Directors.
- R. No vehicles larger than a panel truck and no commercial vehicle, mobile home, trailer, recreational vehicle, unused, abandoned or disabled vehicle, boat, boat trailer or the like nor any unlicensed vehicle of any type, except those vehicles temporarily on the Property for the purpose of servicing the Condominium itself or one of the Units, shall be permitted on the Property without the prior written consent of the Board of Directors. This restriction shall not apply to the Sponsor for so long as it holds title to at least one Unit that it is actively offering for sale in its regular course of business. The Board of Directors, through the promulgation, adoption and publication

of Rules and Regulations, may and is hereby empowered to further define those vehicles prohibited from being on the Property. Snowmobiles, mopeds, all terrain vehicles and other similar recreational or utility vehicles or devices, whether licensed or not, shall not be parked upon or operated within the Property.

- S. No Unit Owner shall cause or permit any clothes, sheets, blankets or laundry of any kind; plants or planters; any air conditioning unit; any telephone, electrical 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, porches, stoops, landings, patios, balconies, etc. or any Building or on the Common Elements. No signs, advertisements, awnings, grills, patio or balcony enclosure, fence, canopies, shutters or radio or television antenna or aerial (except those installed by the Sponsor) or satellite dish shall be erected or installed in or upon the Common Elements or any part thereof without the prior written consent of the Board of Directors. No sign or display of any kind shall be placed on any window or door of a Unit so as to be visible from outside of the Unit without the prior written approval of the Board of Directors. Notwithstanding the foregoing, the Sponsor shall have the right, in its sole discretion, to erect,

install and/or display signs for promotional, sales, exhibit and administrative purposes upon any portion of the Property or upon any Unit owned by it for so long as the Sponsor holds title to at least one Unit that it is actively offering for sale in its regular course of business.

- T. No noxious, unlawful, unsightly or offensive activities shall be carried on in or upon the Property or in any Unit nor shall anything be done thereupon or therein either willfully or negligently which may be or become an annoyance or nuisance to the other residents or which interferes with the peaceful possession and proper use of the Property by its residents.
- U. There shall be no parking of vehicles on any roadway, drive, driveway or street area, except in the Reserved Common Element parking spaces, the designated guest parking areas and such other areas as the Condominium Association may otherwise expressly designate.
- V. 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 assessed for the costs of any damage caused to any portion of the Condominium due to his neglect, or, if such damage is insured by the Condominium Association, for any

deductible or other amount not received by the Condominium Association from the proceeds of the insurance.

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

X. No Unit Owner (other than the Sponsor) may make any structural additions, alterations or improvements in or to his Unit or in or to the Common Elements or impair any easement of record or referred to in this Master Deed without the prior written consent of the Board of Directors.

Notwithstanding the foregoing, while the Sponsor maintains a majority 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 annual Common Expense Assessment unless required by: (a) applicable statutes, regulations, resolutions, ordinances or orders of any governmental entity having jurisdiction over the Condominium; (b) any title insurance company licensed to do business in the State of New Jersey insuring or proposing to insure title 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.

The Board of Directors shall have the obligation to answer any written request received by it from a Unit Owner for approval of a proposed structural addition, alteration or improvement in or to his Unit or to the Common Elements within forty-five (45) 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 to the Common Elements must be reviewed by the Board of Directors and, if approved, shall be executed by the Board of Directors and may then be submitted by the Unit Owner. Such approval, 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 with a copy of any such permit which he has procured. The provisions of this subsection shall not apply to Units owned by the Sponsor until such Units have been initially sold and conveyed by the Sponsor unless such Sponsor-owned Units are not being offered for sale in the regular course of business.

- Y. Draperies, blinds, curtains or other window coverings must be installed by each Unit Owner on all windows of his Unit

deductible or other amount not received by the Condominium Association from the proceeds of the insurance.

- W. No Unit Owner or occupant shall burn, chop or cut anything on, over or above the Common Elements.
- X. No Unit Owner (other than the Sponsor) may make any structural additions, alterations or improvements in or to his Unit or in or to the Common Elements or impair any easement of record or referred to in this Master Deed without the prior written consent of the Board of Directors.

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The Board of Directors shall have the obligation to answer any written request received by it from a Unit Owner for approval of a proposed structural addition, alteration or improvement in or to his Unit or to the Common Elements within forty-five (45) 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 to the Common Elements must be reviewed by the Board of Directors and, if approved, shall be executed by the Board of Directors and may then be submitted by the Unit Owner. Such approval, however, shall not incur any liability on the part of the Condominium Association to any contractor, subcontractor or materialsman 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 with a copy of any such permit which he has procured. The provisions of this subsection shall not apply to Units owned by the Sponsor until such Units have been initially sold and conveyed by the Sponsor unless such Sponsor-owned Units are not being offered for sale in the regular course of business.

- V. 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. The backing, lining or other surface 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. No sign of any type visible from the exterior of a Unit shall be placed on the interior window surface of any Unit.

2. No clothes poles or lines, permanent or temporary, shall be installed or maintained anywhere upon the Property.

AA. No Unit shall be occupied or resided in by more than two (2) persons per each bedroom with the Unit. The term "bedroom" as used herein means a room designated as a bedroom on the Architectural Drawings appearing as Exhibit "C" to this Master Deed. 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 which 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 Borough statute, regulation, resolution or ordinance may impose a more restrictive occupancy or residency standard than the foregoing, the more restrictive standard shall prevail and govern.

BB. No immoral, improper, offensive or unlawful use shall be made of any Unit; and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction of the lands to be incorporated within the Condominium or of the Condominium itself shall be observed.

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

10.02. Rules and Regulations and Fines. The Board is hereby granted the power to promulgate, adopt and publish such Rules and Regulations as may be necessary to carry out the intent of the restrictions established in Section 10.01 of this Master Deed and shall have the right to bring law suits to enforce the Rules and Regulations so promulgated, adopted and published. The Covenants Committee or the Board, whichever is applicable, is hereby granted the right to levy fines for violations of such Rules and Regulations, as well as any other Rules and Regulations promulgated, adopted and published pursuant to the authority of this Master Deed, the By-Laws of the Condominium Association or the New Jersey Condominium Act, provided that the fine for a single violation may not, under any circumstances, exceed \$10.00. Each day that a violation continues after receipt of notice by the Unit Owner may be considered as a separate violation. Any fine so levied shall be considered as a Remedial Common Expense Assessment to be levied against the particular Unit Owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expense Assessments.

## 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 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 maintain such other amounts of insurance as may be required by the provisions of the By-Laws and in such amounts as are prescribed therein. 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, any 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 \$15,000. If the insurance proceeds derived from such loss amount to \$15,000 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 Property in conformance with the original plans and spe-

cifications therefor, or, if adherence to such original plans and specifications is 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 \$15,000. If the insurance proceeds derived from such loss exceed \$15,000, 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 Mortgage Holders holding First 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 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 Property, 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 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 and repair 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 shall be made available for such purpose. 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 Units and/or the Common Elements or, if at any time during or upon completion of reconstruction and repair, the funds for payment of the costs thereof are insufficient, Spe-

cial 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. Anything to the contrary in this Master Deed or By-Laws notwithstanding, such assessments shall be in proportion to the Unit Owner's proportionate interest in the Common Elements. The foregoing provisions of this subsection 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; provided that any portion of the insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an individual Unit Owner shall be paid to said Unit Owner, or, if there is a mortgage endorsement as to such Unit, then to the Unit Owner and mortgagee, jointly.

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.

11.08. Assignment to Mortgage Holder. In the event the Condominium Association determines not to repair or restore the damaged property in accordance with N.J.S.A. 46:8B-24, any insurance proceeds payable to a Unit Owner as a result of damage or destruction 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 Section 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 any Building, improvement or Common Element 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 Sections 5.02 and 12.04 hereof 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 same were initially established. The Condominium Association shall promptly prepare, execute and record an amendment to the Master Deed reflecting the reallocations. Any remnant of a Unit which has been rendered uninhabitable remaining after a part of a Unit is taken shall thereafter be a Common Element.

13.02. Prior Written Approval of 51% of Eligible Mortgage Holders. Notwithstanding anything contained in this Master Deed to the contrary, the prior written approval of at least fifty-one percent (51%) of the Eligible Mortgage Holders is required for any material amendment to this Master Deed or to the By-Laws or Certificate of Incorporation, 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;
- E. boundaries of any Unit;
- F. convertibility of Units into Common Elements or vice versa;
- G. expansion or contraction of the Condominium, or the addition, annexation or withdrawal of land to or from the Condominium;
- 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 or her Unit;
- K. a decision by the Condominium Association to establish self-management rather than professional management;

B. Units Remaining Habitable. Any Unit remaining legally habitable after a partial acquisition by the condemning authority shall retain as an appurtenance the same proportionate interest in the Common Elements of the Condominium as were appurtenant thereto prior to the acquisition. In addition, any such Unit's proportionate liability for Common Expenses shall not be diminished.

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 Element.

#### ARTICLE XIII

##### PROTECTIVE PROVISIONS FOR THE BENEFIT OF ELIGIBLE MORTGAGE HOLDERS

13.01. General. "Eligible Mortgage Holder" shall mean and refer to any Mortgage Holder holding a First Mortgage which has requested in writing that the Condominium Association provide notice of any of the proposed actions described in Sections 13.02 through 13.06 and 13.09 of this Master Deed.

13.02. Prior Written Approval of 51% of Eligible Mortgage Holders. Notwithstanding anything contained in this Master Deed to the contrary, the prior written approval of at least fifty-one percent (51%) of the Eligible Mortgage Holders is required for any material amendment to this Master Deed or to the By-Laws or Certificate of Incorporation, 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;
- E. boundaries of any Unit;
- F. convertibility of Units into Common Elements or vice versa;
- G. expansion or contraction of the Condominium, or the addition, annexation or withdrawal of land to or from the Condominium;
- 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 or her 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. assessment allocations, assessment liens or subordination of assessment liens; or
- O. any provisions that expressly benefit Eligible Mortgage Holders.

13.03. Prior Written Approval of 67% of Eligible Mortgage Holders. The prior written approval of at least sixty-seven percent (67%) of the Eligible Mortgage Holders 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 of the Property.

13.04. Notice of Non-Material Amendment. Any Eligible Mortgage Holder shall be entitled to receive thirty (30) days advance written notice from the Condominium Association, to be sent postage pre-paid, certified mail, return receipt requested, of any proposed non-material amendment to this Master Deed, the By-Laws or the Certificate of Incorporation permitted by same. Such notice shall include a copy of the proposed change. Any Eligible Mortgage Holder shall be deemed to have implicitly approved such change as proposed unless it states in a written response to the Condominium Association its objections or comments rela-

tive to such proposed change within thirty (30) days of the date of the Condominium Association's service of the notice as aforesaid. Service shall be deemed effective upon the Condominium Association's placement of the notice in the United States Postal Service with sufficient postage.

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

- A. any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the Eligible Mortgagor Holder's mortgage; and no Unit Owner or other party shall have priority over such Eligible Mortgage Holder with respect to the distribution to such Unit(s) of the proceeds of any condemnation award of 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 Common Expense Assessment installments or other assessments or charges owed to the Condominium Association by a Unit Owner of any Unit on which the Eligible Mortgage Holder 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 Eligible Mortgage Holders.

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

13.07. Common Expense Lien Subordinate. Any lien the Condominium Association may have on any Unit in the Condominium for the payment of Common Expense Assessments attributable to each 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.

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 and/or supplements thereto, as well as its own books, records and financial statements available for inspection by Unit Owners and Mortgage Holders. Any 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 ninety (90) days following the end of any fiscal year of the Condominium Association.

13.09. Notice of Meetings. Any Eligible Mortgage Holder 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 Eligible Mortgage Holder that obtains title to a Unit as a result of foreclosure

of the First Mortgage or by deed or assignment in lieu of foreclosure or any purchaser in a foreclosure sale or their respective successors and assigns is not liable for the share of Common Expenses or other assessments by the 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. The term of any management agreement for the Property shall not exceed two (2) years and shall provide for the Association's ability to terminate same, without penalty and with or without cause, on not greater than ninety (90) days notice. Any management agreement entered into by a Board of Directors of the Association having a majority of its Directors appointed by the Sponsor rather than elected by Unit Owners other than the Sponsor shall also be subject to the provisions of N.J.S.A. 46:8B-12.2.

13.12. Common Expense Default. Notwithstanding 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 assessment with respect to any Unit, any Mortgage Holder holding a Mortgage which encumbers such Unit shall be entitled to declare such Mortgage in default in the same manner that is permitted by such Mortgage with respect to any default in the payment of real estate taxes.

## ARTICLE XIV

### SPONSOR'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 Sponsor may be identical and the fact that the Sponsor 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 therefor by any party shall constitute the ratification, confirmation and approval by such purchaser, his heirs, legal representatives, successors and assigns of the propriety and legality of said agreements or any other agreements authorized and permitted by the New Jersey Condominium Act, this Master Deed, the Certificate of Incorporation or the By-Laws.

14.02. Rights Reserved to the Sponsor. Anything to the contrary herein or in the Certificate of Incorporation or By-Laws of the Condominium Association notwithstanding, the Sponsor hereby reserves for itself, its successors and assigns the right to sell, lease, mortgage or sublease any unsold Units within the Condominium for so long as it owns one or more Units in the Condominium.

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

by an instrument evidencing the transfer recorded in the office of the Clerk of Monmouth County, New Jersey. The instrument shall not be effective unless executed by the transferee.

14.04. Liability of Transferor. Upon transfer of any such Special Sponsor 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 him. 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 such Special Sponsor Right or if a successor to any such Special Sponsor Right is an affiliate of the Sponsor, the transferor is subject to liability for all obligations and liabilities imposed on a Sponsor 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 who retains no such Special Sponsor 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 Sponsor Right by a successor Sponsor who 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 owned by Sponsor in the Condominium, a person or entity acquiring title to all the Units being foreclosed or sold, but only upon his request, succeeds to all Special Sponsor Rights, or only to any such Special Sponsor Rights. The judgment or instrument conveying title shall provide for transfer of only the Special Sponsor 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 the Sponsor:

A. The Sponsor ceases to have any such Special Sponsor Rights; and

B. The period of Sponsor control of the Board of Directors terminates unless the judgment or instrument conveying title provides for transfer of all such Special Sponsor Rights to a successor to the Sponsor.

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

A. A successor to all such Special Sponsor Rights that is an affiliate of the Sponsor is subject to all obligations and liabilities imposed on any Sponsor by law or by the Master Deed.

B. A successor to all such Special Sponsor Rights, other than a successor described in subsections C. or D. hereof, which is not an affiliate of Sponsor is subject to all obligations and liabilities

lities imposed upon Sponsor by law or the Master Deed; but, it is not subject to liability for misrepresentations or warranty obligations on improvements made by any previous Sponsor or made before the Condominium was created or for a breach of fiduciary obligation by any previous Sponsor.

C. If it is not an affiliate of the Sponsor, a successor to only a Special Sponsor Right to maintain models, sales offices and signs may not exercise any other Special Sponsor Right but is not subject to any liability or obligation as a Sponsor.

D. A successor to all Special Sponsor Rights who is not an affiliate of the Sponsor 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 aforesaid may declare its intention in a recorded instrument to hold those rights solely for transfer to another party. Thereafter, until transferring all such Special Sponsor Rights to any person acquiring title to any Unit owned by the successor or until recording an instrument permitting exercise of all those rights, that successor may not exercise any of those rights other than right to control the Board of Directors for the duration of any period of Sponsor control, and any attempted exercise of those rights is void. So long as a successor Sponsor may not exercise special rights under this subsection, it is not subject to any liability or obligation as a Sponsor other than liability for the successor's acts and omissions under the Master Deed.

14.08 Ineffectiveness. Nothing in this Article XIV subjects any successor to a Special Sponsor Right to any claims against or other obligations of a transferor other than claims and obligations arising under the Master Deed. A successor Sponsor must register with the Department of Community Affairs before offering any Units for sale.

#### ARTICLE XV

##### GENERAL PROVISIONS

15.01. Duration. The provisions of this Master Deed shall be perpetual in duration, shall run with and bind all of the land included in the Condominium and shall inure to the benefit of and be enforceable by the 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 office of the Monmouth County Clerk, at the end of which period such covenants and restrictions shall automatically be extended for successive periods of ten (10) years each, unless at least two-thirds (2/3) of the Unit Owners at the time of expiration of the initial period, or of any extension period, shall sign an instrument or instruments (which may be in counterparts) in which they shall agree to change said covenants and restrictions in whole or in part; but, no such agreement shall become binding unless written notice containing the terms of the proposed agreement is sent to every 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 three (3) years after the recording of the fully executed instrument or instruments containing such agreement, and, provided further, 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 Long Branch (or such municipal corporation or other governmental entity as may then have zoning and subdivision jurisdiction over the Property).

15.02. Amendment of Master Deed. This Master Deed may be amended at any time after the date thereof by a vote of those Unit Owners in good standing having at least sixty-seven percent (67%) of the interest in the Common Elements appurtenant to their Units 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 office of the Clerk of Monmouth County, New Jersey. This Section is by way of supplement to and not in derogation of the powers of amendment reserved to the Sponsor 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 shall be effective when recorded in the office of the Clerk of Monmouth County, New Jersey. Notwithstanding the foregoing, provided, any amendment so requiring it under the provisions of Article XIII shall also have the prior written approval of fifty-one (51%) percent of the Eligible Mortgage Holders.

15.03. Termination. Notwithstanding anything to the contrary herein, an amendment, deed of revocation or other document shall be

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 Long Branch in the manner provided by law with respect to real estate taxes assessed directly against each such Unit. The City of Long Branch shall have no obligation to proceed as set forth herein and the Condominium Association will hold the City of Long Branch harmless for any liability arising from the City of Long Branch's actions or failure to act with respect to the maintenance of the Common Elements. All of these above provisions are subject and subordinate to the provisions of N.J.S.A. 40:50B-43 and any amendments and/or supplements thereto.

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

15.07. Waiver. No provision contained in this Master Deed be deemed to be abrogated or waived by reason of any failure to enforce the 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.

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 Long Branch in the manner provided by law with respect to real estate taxes assessed directly against each such Unit. The City of Long Branch shall have no obligation to proceed as set forth herein and the Condominium Association will hold the City of Long Branch harmless for any liability arising from the City of Long Branch's actions or failure to act with respect to the maintenance of the Common Elements. All of these above provisions are subject and subordinate to the provisions of N.J.S.A. 40:50D-43 and any amendments and/or supplements thereto.

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

15.07. Waiver. No provision contained in this Master Deed be deemed to be abrogated or waived by reason of any failure to enforce the 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.

effective to terminate the Condominium form of ownership upon the written approval of eighty (80%) percent in interest of all non-Sponsor Unit Owners and the written approval of the Sponsor for so long as it holds one (1) Unit for initial sale in the ordinary course of business.

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 against any person or persons, firm or corporation violating or attempting to violate any covenant herein contained either to restrain or enjoin such violation or threatened violation or to recover damages and against any Owner to enforce any lien created by this Master Deed in 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 the same.

15.05 Maintenance by Municipality. In the event the Condominium is not maintained in reasonable order and condition, the City of Long Branch is hereby granted the right to enter upon and maintain the Condominium. 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). Notwithstanding any limitations as to the applicability of N.J.S.A. 40:55D-43(b) and (c) aforesaid 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.

15.09. Rule Against Perpetuities. If any provision of this Master Deed or the By-Laws 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.

15.11. Exhibits. The following exhibits are attached hereto and made a part hereof:

- EXHIBIT "A" - Legal (Metes and Bounds) Description of the Property
- EXHIBIT "B" - Survey of the Property
- EXHIBIT "C" - Architectural Drawings
- EXHIBIT "D" - Certificate of Incorporation of Westwood Village Condominium Association, Inc.
- EXHIBIT "E" - By-Laws of Westwood Village Condominium Association, Inc.
- EXHIBIT "F" - Schedule of Appurtenant Proportionate Interest in Common Elements

15.09. Rule Against Perpetuities. If any provision of this Master Deed or the By-Laws 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.

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- EXHIBIT "F" - Schedule of Appurtenant Proportionate Interest in Common Elements

**EXHIBIT 1A**

**LEGAL DESCRIPTION OF THE PROPERTY**

**DB4620-0086**

SCHEDULE "A"

ALL that tract or parcel of land and premises, situate, lying and being in the City of Long Branch, in the County of Monmouth and State of New Jersey, more particularly described as follows:

BEGINNING at the point of intersection of the Westerly side of Westwood Avenue with the Southerly side of Bath Avenue and running thence (1) North 49 degrees 38 minutes West along the Southerly side of Bath Avenue 370.12 feet to a monument; thence (2) South 39 degrees 4 minutes 30 seconds West 470.66 feet to a point; thence (3) South 51 degrees 26 minutes East 111.1 feet to a point; thence (4) South 42 degrees West 42.63 feet to a point; thence (5) South 51 degrees 26 minutes East 100.18 feet to a point; thence (6) South 42 degrees West 189.75 feet to the Northerly line of Eastbourne Avenue; thence (7) South 48 degrees East 176.76 feet to the North-westerly line of Westwood Avenue aforesaid; thence (8) along same North 38 degrees 34 minutes East 701.56 feet to the BEGINNING.

EXCEPTING THEREFROM a parcel of land taken by the Commissioner of Transportation, State of New Jersey, as recorded in Deed Book 4215, page 838, records of Monmouth County and more particularly described as follows: ALL that certain land and premises, situate, lying and being in the City of Long Branch, in the County of Monmouth and State of New Jersey and particularly described as follows:

Parcel 422, as indicated on a map entitled: "New Jersey Department of Transportation, GENERAL PROPERTY PARCEL MAP, WESTWOOD AVENUE AND BATH AVENUE INTERSECTION, showing Existing Right of Way and Parcels To Be Acquired in the City of Long Branch, County of Monmouth, Scale as Indicated, April 1978"; and as shown more particularly on a map attached hereto, made a part hereof, marked "Exhibit "B" entitled:

"New Jersey Department of Transportation, WESTWOOD AVENUE AND BATH AVENUE INTERSECTION, PARCEL 422, City of Long Branch, County of Monmouth, Scale as Indicated, November 16, 1979";

Parcel 422, including specifically all the land and premises located at about Station 10 + 28 (Survey Line Stationing Bath Avenue) bounded on the northeast by the existing right of way line of Bath Avenue; on the southeast by the existing right of way line of Westwood Avenue; on the southwest and west by the proposed right of way line of Bath Avenue, as laid down on the aforesaid maps; all as shown on the aforesaid maps; containing 192 square feet more or less;

TOGETHER with all right, title and interest that the owner may have in and to Bath Avenue and Westwood Avenue contiguous to the above described premises as shown on the aforesaid maps;

BEING also known as part of Lot 7 in Block 185 on the tax map of the City of Long Branch;

SUBJECT to all public utility easements recorded or unrecorded affecting the herein described premises.

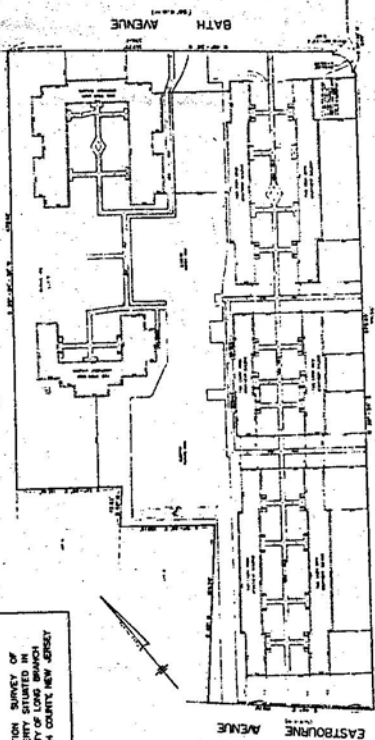
BB4020-0087

**EXHIBIT 1B**

**SURVEY OF THE PROPERTY**

DB4820-0088

LOCATION SURVEY OF  
PROPERTY SITUATED IN  
THE CITY OF LONG BRANCH  
MONMOUTH COUNTY, NEW JERSEY



BATH AVENUE

EASTBOURNE AVENUE

WESTWOOD AVENUE

WILLIAM BIRD ARCHITECTS INC.  
ARCHITECTS  
1000 WESTWOOD AVENUE  
LONG BRANCH, N.J. 08051  
TELEPHONE (609) 765-1111  
FAX (609) 765-1112

DATE: 10/1/88  
BY: [Signature]

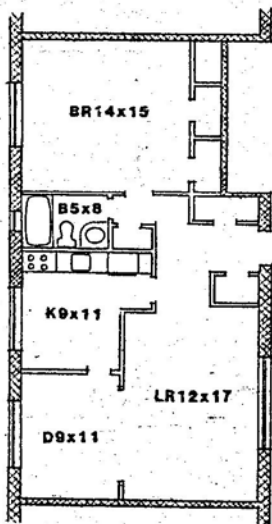
DB4820-0089

EXHIBIT 1C

ARCHITECTURAL DRAWINGS

DB4820-0090

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I certify that this graphic representation is a true and accurate depiction of the improvements reflected thereon.



COMMON AREA



PERIMETER WALLS

*Signature*  
Signature

1/20/85  
(Date)

PROJECT WESTWOOD VILLAGE

364 WESTWOOD AVE.

DRAWING TITLE: UNIT 1 FIRST FLOOR

LONG BRANCH N.J.

1 BEDROOM DELUXE "A"

DATE 1/3/85

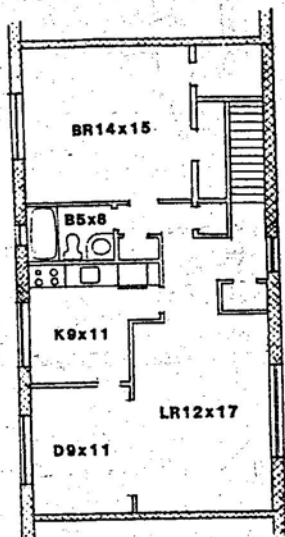
SCALE 1/8" = 1'-0"

Sheet No.

KAPLAN GAUNT DE SANTIS ARCHITECTS

Drawn

8550



I certify that this graphic representation is a true and accurate depiction of the improvements reflected thereon.

*Charles J. Galant*  
Signature  
(Date)



COMMON AREA



PERIMETER WALLS

084020-0092

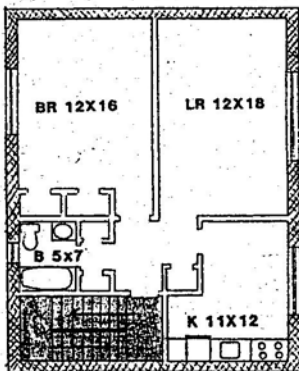
PROJECT WESTWOOD VILLAGE  
DRAWING TITLE UNIT 2 SECOND FLOOR  
1 BEDROOM DELUXE "A"

364 WESTWOOD AVE.  
LONG BRANCH N.J.

DATE 1/3/80  
SCALE 1/4" = 1'-0"  
SHEET NO.

KAPLAN GALINT DE SANTIS ARCHITECTS

8550



I certify that this graphic representation is a true and accurate depiction of the improvements reflected thereon.



COMMON AREA



PERIMETER WALLS

*Armand K. Gundy*  
Signature

*1/3/86*  
(Date)

PROJECT: **WESTWOOD VILLAGE**  
DRAWING TITLE: **UNIT 3 FIRST FLOOR**  
**1 BEDROOM**

**364 WESTWOOD AVE.**  
**LONG BRANCH N.J.**

DATE 1/3/86

SCALE 1/8" = 1'-0"

DRWG. NO.

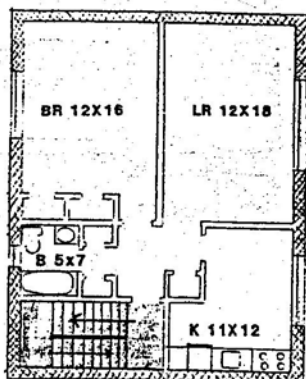
**KAPLAN-GALINT-DESANTIS ARCHITECTS**

201 MARSH STREET NEW BRANCH, N.J. 07840-1000

TELEPHONE (201) 847-8877

COMM.

**8550**



I certify that this graphic representation is a true and accurate depiction of the improvements reflected hereon.

*William H. Smith*  
Signature  
1/2/80  
(Date)



COMMON AREA



PERIMETER WALLS

PROJECT **WESTWOOD VILLAGE**  
DRAWING TITLE: **UNIT 4 SECOND FLOOR**  
**1 BEDROOM**

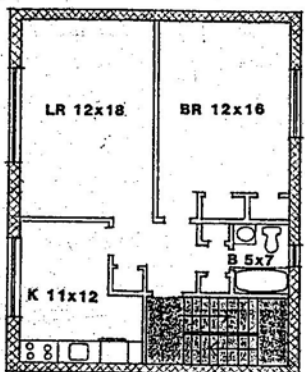
**364 WESTWOOD AVE.**  
**LONG BRANCH N.J.**

DATE: 1/2/80  
BY: W.H.S.  
SCALE: 1/8" = 1'-0"

**KAPLAN-GALINT-DE SANTIS ARCHITECTS**  
100 WEST 17TH STREET, NEW YORK, N.Y. 10011  
TEL: (212) 691-1111



8550

084020-0094



I certify that this graphic representation is a true and accurate depiction of the improvements reflected thereon.

*Edmund A. Baum*  
Signature  
1/16/86  
(Date)

 COMMON AREA  
 PERIMETER WALLS

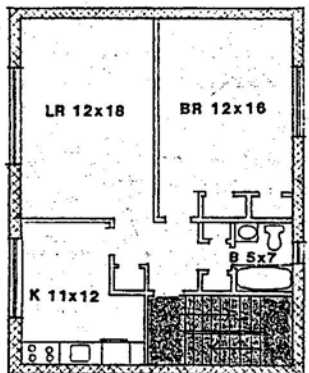
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DRAWING TITLE: UNIT 5 FIRST FLOOR  
1 BEDROOM

364 WESTWOOD AVE.  
LONG BRANCH N.J.

DATE 1/3/86  
SCALE 1/8" = 1'-0"  
DWG. NO.

KAPLAN-GALINT-DE SANTIS ARCHITECTS  
400 W. 11th St. New York, N.Y. 10011  
TELEPHONE (212) 691-8811

COMM.  
8550



I certify that this graphic representation is a true and accurate depiction of the improvements reflected thereon.

*Ernesto Sandoz*  
Signature

1/30/86  
(Date)



COMMON AREA



PERIMETER WALLS

PROJECT WESTWOOD VILLAGE  
DRAWING TITLE UNIT 6 SECOND FLOOR  
1 BEDROOM

364 WESTWOOD AVE.  
LONG BRANCH N.J.

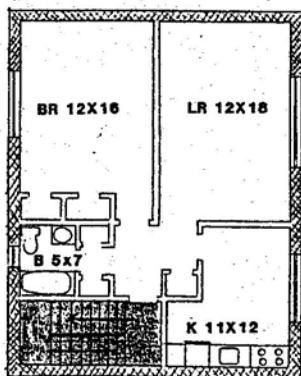
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PWG. NO.

KAPLAN-GALINT-DE SANTIS ARCHITECTS

OWNER

8550



I certify that this graphic representation is a true and accurate depiction of the improvements reflected thereon.



COMMON AREA



PERIMETER WALLS

*Chaim B. Berman*  
Signature

*Chaim B. Berman*  
(Date)

PROJECT: **WESTWOOD VILLAGE**  
DRAWING TITLE: **UNIT 7 FIRST FLOOR**  
**1 BEDROOM**

**364 WESTWOOD AVE.**  
**LONG BRANCH N.J.**

98/07/1

0-1'-0"

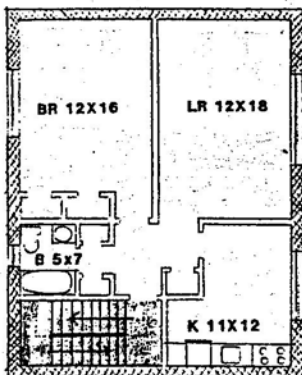
DRG. NO.

**KAPLAN-GAUNT-DESANTIS-ARCHITECTS**

CONTR.

**8550**

084820-0097



I certify that this graphic representation is a true and accurate depiction of the improvements reflected herein.

*[Signature]*  
Signature

1/24/86  
[Date]



COMMON AREA



PERIMETER WALLS

PROJECT **WESTWOOD VILLAGE**  
DRAWING TITLE: **UNIT B SECOND FLOOR**  
**1 BEDROOM**

**364 WESTWOOD AVE.  
LONG BRANCH N.J.**

DATE: 1/24/86

REV. NO.

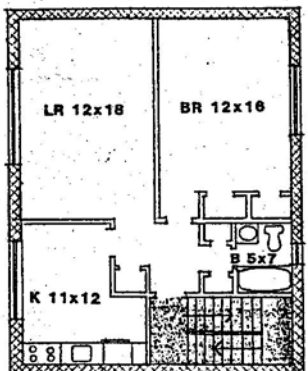
**KAPLAN GALINT-DE SANTIS ARCHITECTS**

300 WESTWOOD AVENUE, SUITE 200, WESTWOOD, N.J. 07093

TEL: (201) 361-1111

Drawn  
**8550**

DB/020-0098



I certify that this graphic representation is a true and accurate depiction of the improvements reflected thereon.



COMMON AREA



PERIMETER WALLS

Signature

Date

PROJECT: WESTWOOD VILLAGE

364 WESTWOOD AVE.  
LONG BRANCH N.J.

DRAWING TITLE: UNIT 9 FIRST FLOOR

1 BEDROOM

KAPLAN-GALINT-DE SANTIS ARCHITECTS

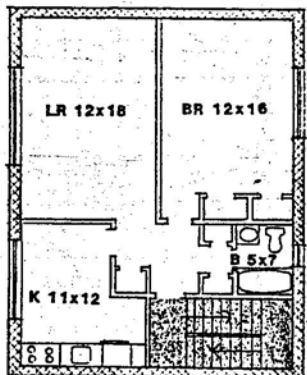
DATE 1/3/86

SCALE 1/8" = 1'-0"

SHC. NO.

COMM.

8550



I certify that this graphic representation is a true and accurate depiction of the improvements reflected thereon.

*Amnet/Sauk*  
Signature  
(Date)



COMMON AREA



PERIMETER WALLS

036020-0100

PROJECT WESTWOOD VILLAGE

364 WESTWOOD AVE.  
LONG BRANCH N.J.

DRAWING TITLE UNIT 10 SECOND FLOOR  
1 BEDROOM

DATE 1/3/85  
SCALE 1/8" = 1'-0"

DWG. NO.

KAPLAN GAUNT DE SANTIS ARCHITECTS

OWNER

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