

MASTER DEED

FOR

WESTWOOD VILLAGE CONDOMINIUM

COUNTY OF MONMOUTH	
CONVEYANCE	
RECEIVED	DATE
<i>1/6/88</i>	<i>Lo</i>

DATED: January 6, 1988

Prepared by:

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LIST OF EXHIBITS

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

MASTER DEED
FOR
WESTWOOD VILLAGE CONDOMINIUM

THIS MASTER DEED, made this 6th day of January, 1988, by OPC Associates, a general partnership organized under the Uniform Partnership Laws of the State of New Jersey, having an address at 150 Highway 9, Freehold, New Jersey 07728 (from now on called the "Sponsor").

WHEREAS, the Sponsor is the owner of the fee simple title to those certain lands and premises in the City of Long Branch, Monmouth County, New Jersey, which are more particularly described in Exhibit "A" attached hereto, consisting of approximately 4.10 acres (from now on collectively called the "Property");

WHEREAS, the Property has constructed thereon eight (8) residential buildings (from now on called "Buildings") in which are located a total of ninety (90) dwelling units (from now on called the "Unit" or "Units") together with certain improvements, all as are more particularly shown on that certain Location Survey dated July 21, 1987, prepared by William Held Associates, Inc., Land Surveyors, 1278 Rahway Avenue, Westfield, New Jersey and attached hereto as Exhibit "B," and on those certain architectural drawings prepared by Kaplan, Gaunt, DeSantis, Architects, dated January 3, 1986 and attached hereto as Exhibit "C";

WHEREAS, the Sponsor intends to subject the Property to the condominium form of ownership pursuant to the New Jersey Condominium Act, N.J.S.A. 46:8B-1 et seq., to be known as "Westwood Village Condominium" (from now on called the "Condominium");

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WHEREAS, the Sponsor has established or is about to establish Westwood Village Condominium Association, Inc., a New Jersey not-for-profit corporation formed pursuant to the authority of Title 15A of the New Jersey Statutes (from now on called the "Condominium Association" or the "Association"), for the administration, operation and management of the Condominium and any improvements intended for the common use and enjoyment of the residents of the Condominium; and

WHEREAS, all Owners of Units in the Condominium will automatically be members of the Condominium Association and subject to this Master Deed, the Certificate of Incorporation, By-Laws and Rules and Regulations of the Condominium Association.

THEREFORE, WITNESSETH:

ESTABLISHMENT OF CONDOMINIUM. The Sponsor does hereby submit, declare and establish, in accordance with N.J.S.A. 46:8B-1 et seq., the condominium form of ownership for that parcel of land described in Exhibit "A" aforesaid, together with all improvements erected or to be erected thereon, if any, as more particularly shown on Exhibits "B" and "C" hereof.

ARTICLE I

DEFINITIONS

1.01. 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, have the following meanings, unless the context in which same is 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.

1.02. "Board" or "Board of Directors" mean and refer to the Board of Directors of the Condominium Association and any reference herein or in the Certificate of Incorporation, By-Laws 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.

1.03. "Building" means and refers to all the enclosed structures containing Units and structural improvements appurtenant thereto which are located on the lands described in Exhibit "A" and/or are graphically depicted on Exhibits "B" and/or "C."

1.04. "By-Laws" means and refers to the By-Laws of the Condominium Association, a copy of which is attached hereto as Exhibit "E," together with all future amendments and/or supplements thereto.

1.05. "Certificate of Incorporation" means the Certificate of Incorporation of the Condominium Association, a copy of which is attached hereto as Exhibit "D," together with all future amendments and/or supplements thereto.

1.06. "Common Elements" means "General Common Elements," "Limited Common Elements" and "Reserved Common Elements."

1.07. "Common Expenses," subject to the provisions of Article VI hereof, means 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.

1.08. "Condominium" means: (i) all the lands and premises described and/or graphically depicted in Exhibits "A," "B" and/or "C" hereof; (ii) all improvements now or hereinafter constructed in, upon, over, under or through such lands and premises, whether or not shown on any Exhibit hereto; (iii) all roads, waters, rights, privileges or appurtenances thereto belonging or appertaining; and (iv) the entire entity created by the execution and recording of this Master Deed.

1.09. "Condominium Act" means the provisions of N.J.S.A. 46:8B-1 et seq. and all applicable amendments and supplements thereto.

1.10. "Condominium Association" or "Association" means Westwood Village Condominium Association, Inc., a New Jersey not-for-profit corporation, formed to administer, manage and operate the common affairs of the Unit Owners of the Condominium and to maintain, repair and replace the General and Limited Common Elements of the Condominium as provided in this Master Deed and the By-Laws of the Condominium Association.

1.11. "Eligible Mortgage Holder" is defined as set forth in Section 13.01 of this Master Deed.

1.12. "First Mortgage" means and refers to the First or paramount Mortgage, the lien of which encumbers a Unit.

1.13. "General Common Elements" has 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.

1.14. "Institutional Lender" means 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 also means and includes 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.

1.15. "Lease" means any agreement for the leasing or rental of any Unit in the Condominium.

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

1.17. "Limited Common Expenses" means Common Expenses for which some, but less than all, of the Unit Owners are proportionately liable, including but not limited to those expenses which are declared to be Limited Common Expenses by the provisions of this Master Deed or the By-Laws.

1.18. "Master Deed" means the Master Deed for Westwood Village Condominium, together with all future amendments and supplements thereto which are recorded in the office of the Clerk of Monmouth County.

1.19. "Member" means all those Unit Owners who are members of the Condominium Association as provided in Article V of the Certificate of Incorporation.

1.20. "Mortgage" means and refers to the duly recorded instrument and underlying obligation giving rise to a mortgage lien upon any Unit.

1.21. "Mortgage Holder" means and refers to the holder of record of a Mortgage or one who insures or guarantees any Mortgage.

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

1.23. "Permitted Mortgage" means and refers to any Mortgage that is held by an Institutional Lender or which is a purchase money First Mortgage held by the Sponsor or by the Seller of a Unit. It also includes 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 the Unit by the Condominium Association. Any permanent or other mortgage placed by the Sponsor upon all or any portion of the Property, including any individual Unit, or which is a purchase money Mortgage held by the Sponsor and which is subordinate to this Master Deed or provides for the release of individual Units and their appurtenant proportionate interest in the Common Elements of the

Condominium from the lien of such mortgage(s) or Mortgage(s) is also deemed a Permitted Mortgage.

1.24. "Property" means the Buildings, the land and premises described and/or graphically depicted in Exhibits "A," "B" and/or "C" hereof and all improvements now or hereafter constructed in, upon, over, under or through such land and premises.

1.25. "Reserved Common Elements" means those portions of the General Common Elements that the Board may and has designated as such and has granted reserved rights therein to less than all of the Unit Owners, with or without the imposition of a use fee, all as authorized by Article IV hereof.

1.26. "Rules and Regulations" means those rules and regulations of the Condominium Association that may be promulgated, adopted, amended and published by same, together with all future amendments and/or supplements thereto.

1.27. "Sponsor" means and refers to OPC Associates, a New Jersey general partnership, its successors and assigns.

1.28. "Unit" means a part of the Condominium designated and intended for independent ownership and use as a residential dwelling, regardless of type, 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. The Condominium includes the lands

described in Exhibit "A" aforesaid consisting of approximately 4.10 acres in the aggregate and ninety (90) Units located in eight (8) Buildings, together with parking areas and all other site improvements, all as shown on Exhibits "B" and "C" aforesaid, and all rights, privileges, roads, waters and appurtenances thereto belonging or appertaining.

2.02. Recordation of Master Deed. Upon the recording of this Master Deed in the Monmouth County Clerk's Office, the Sponsor shall be the Owner of every Unit within the Condominium, including its appurtenant proportionate interest in the Common Elements, and, notwithstanding anything else in this Master Deed to the contrary, shall have the right to advertise, promote, sell convey, lease, or otherwise dispose of each such Unit as it may deem appropriate in its sole discretion.

ARTICLE III

DESCRIPTION OF UNITS

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

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

3.02. Items Included in Unit. Each Unit, regardless of type, also includes all appliances, fixtures, doors (including frames, jambs, locks, hardware, etc.) windows (including panes, frames, mechanisms, etc.), interior walls and partitions, gypsum board, plaster and lath and/or other facing material on the walls and ceilings thereof, the subfloors and floors (including all flooring tile, ceramic tile, finished flooring, carpeting and padding) and all other improvements which are located within the boundaries of the Unit as set forth in Section 3.01 or which are exclusively appurtenant to the Unit, although all or a 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 and 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 utility 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, including, but not limited to, the individual air conditioning unit(s) serving the Unit, if any;
- F. All storage areas located within a Unit, if any, which provide exclusive storage for the Unit; and
- G. Any steps, stairways, hallways or landings which serve the Unit exclusively, if any, as graphically depicted on Exhibit C hereto.

3.03. Interior Partitions. Interior partitions and other non-bearing walls within the confines of a Unit may be removed or replaced

without the prior written approval of the Board. In the event a Unit Owner does remove or replace any interior partitions or nonbearing walls, no amendment of this 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. None of the foregoing approvals shall apply to the Sponsor prior to the initial conveyance of any Unit(s) affected to another Unit Owner.

ARTICLE IV

DESCRIPTION OF GENERAL, LIMITED AND RESERVED 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 hereinafter described in Section 4.02 shall comprise the General Common Elements as graphically shown on Exhibits "B" and "C." The General Common Elements shall also include by way of description but not by way of limitation:

- A. All land described in Exhibit "A" and shown on Exhibit "B," aforesaid, whether improved or unimproved;
- B. All private streets, curbs, walkways, drives, exterior stairways, landings and sidewalks, subject to the easements and provisions set forth in Article VIII;
- C. The common parking areas located upon the lands described in Exhibit "A" and as shown on Exhibit "B"; provided, however, each Unit Owner shall be entitled, without any further consideration other than the purchase of his Unit, to have one (1) parking space designated for his exclusive use as a Reserved Common Element pursuant to Section 4.06

of this Master Deed;

- D. All lawn or landscaped areas and shrubbery;
- E. Conduits, laterals and other utility lines (not owned by the utility or other agency providing the service supplied by same), underground sprinkler system, if any, and waterways, 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 agencies providing such services;
- G. The roof, attic spaces, crawl spaces, basements, 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 interior or exterior common stairs, steps, landings, stoops and hallways;
- J. 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;
- K. 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;

- L. Any easement or other right which may now or hereafter be granted for the benefit of the Unit Owner(s) or others for access to or use of the General or Limited Common Elements not included within the Condominium or for any other purpose; and
- M. Any common storage rooms or areas, common equipment rooms or areas, maintenance rooms or areas and utility rooms, subject to Section 4.06 hereof.

4.02. Limited Common Elements. The Limited Common Elements shall be as graphically shown on Exhibits "B" and "C," and 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 balcony, terrace, patio, 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 use of such Unit shall be a Limited Common Element.

4.03. Repair and Maintenance of Limited Common Elements. The Owner(s) of a Unit(s) having use of any Limited Common Element shall be responsible for any maintenance, repairs or replacement of that Limited Common Element necessitated by his 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) and shall be financially obligated therefor. All snow clearing from and routine cleaning of any

Limited Common Element shall be the responsibility and financial obligation of the Unit Owner who has exclusive use of such Limited Common Elements and whose Unit has such Limited Common Elements as an appurtenance. Any other repairs, maintenance or replacement of the Limited Common Elements shall be the responsibility of the Condominium Association.

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

4.05. Association's Regulation of Use, Maintenance, Repair and Replacement of Limited Common Elements. The Association shall have the right to promulgate, adopt, 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 replacement of Limited Common Elements to assure aesthetic, architectural and visual harmony, as well as safety.

4.06. Reserved Common Elements. The Board 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 Condominium 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, and publish 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 Condominium Association and shall be available for use by the Condominium Association in the same manner as Common Expense assessments. Notwithstanding the foregoing, no part of the Common Elements shall be designated as Reserved Common Elements for exclusive use by non-Unit Owners. Furthermore, notwithstanding the foregoing, each Unit Owner shall be entitled, without any further consideration other than the purchase of his Unit, to have one (1) parking space designated for his exclusive use as a Reserved Common Element. The initial designation of such spaces by the Board of Directors shall not preclude the Board of Directors from altering or rearranging such designations, as it shall deem appropriate in its sole and absolute discretion, so long as each Unit Owner so requesting has one (1) space designated for his exclusive use.

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. Each Unit's appurtenant relative proportionate interest in the Common Elements of the Condominium, expressed as a percentage of the whole in accordance with

N.J.S.A. 46:8B-9(g) and as calculated by the Sponsor, is set forth in Exhibit "F" attached hereto. Such interests have been calculated by the Sponsor based upon its arbitrary allocation of an initial value to each Unit. This initial value assigned by the Sponsor in its sole and absolute discretion is the initial "Non-Resident 'As Is'" sales price for each Unit established by the Sponsor in its Full Plan of Conversion and Public Offering Statement for the Condominium registered by the New Jersey Department of Community Affairs on August 21, 1987. The relative proportionate interest of each Unit in the Common Elements expressed as percentage in Exhibit "F" has been rounded to the nearest thousandth of a percent in order to avoid an interminable series of digits. In addition, the proportionate interest appurtenant to one of the Units has been arbitrarily adjusted to a percentage necessary to apportion the entirety of the Common Elements. Each Unit's appurtenant 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 and to allocate the assets of the Association in the event of a distribution of same. It shall not be used to allocate common surplus of the Association which shall be allocated on an equal basis per Unit. Except as otherwise provided in this Master Deed, the relative proportionate interest in the Common Elements appurtenant to each Unit shall remain fixed and shall not be affected by the actual sales price of Units.

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 relative proportionate interest in the Common Elements appurtenant to the Unit for which it is cast. The Sponsor shall be entitled to cast all votes for Units owned by it but shall not be permitted to cast any votes held by it for unsold Units for the purpose of amending this Master Deed or the By-Laws or any other document or for the purpose of changing the permitted use of a Unit or reducing the Common Elements or facilities. Notwithstanding the foregoing, any Unit(s) owned by the Association shall have no vote appurtenant thereto for so long as title to same is held by the Association.

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 conveyance or other instrument.

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,

applicable laws, 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 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 Sponsor, the Condominium Association, or any Unit Owner in any court or administrative tribunal having jurisdiction over 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 Sponsor, 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 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 Common Expense assessment and all fines 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 Owners of such Unit at the time when the assessment, fine or other charge fell due and of each subsequent record Owner of such Unit, except as otherwise contemplated by Article 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 fees). Liens for unpaid Common Expense assessments, fines 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 Common Expense assessments, fines 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 maintain and operate the Common Elements as contemplated by this Master Deed, the By-Laws and as required by the Condominium Act and/or other applicable law. The amount of monies for the 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 and absolute 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 Assessments shall be sent by mail or delivered to every Unit Owner, as more particularly described in Article XIV of the By-Laws.

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 parking areas, roadways, common sidewalks and walkways; 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 of the exterior surfaces and finishes; maintenance, repair and replacement of the Common Elements or any other improvements on the Property, including common sidewalks, walkways, drives, roadways and parking areas; payment of applicable common taxes and insurance premiums; all costs and expenses incidental to the operation and administration of the Condominium Association, 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 capital improvements subject to Section 6.13 hereof.

6.06. Allocation of Common Expenses; Obligations of the Sponsor. The Common Expenses shall be allocated among all Units within any Building(s) of the Condominium on an equal basis per Unit. Until the conveyance of title by the Sponsor to the first Unit within the Condominium, the Sponsor shall be solely responsible for all Common Expenses. Following the first conveyance, the Owners of Units to whom title shall have been conveyed shall be responsible for their proportionate share of all Common Expenses and the Sponsor shall be responsible for payment of all Common Expenses assessed against Units which have not been initially conveyed to an individual purchaser. 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 annual Common Expense Assessment unless required by a governmental agency, title insurance company or Institutional Lender or in the event of an emergency.

6.07. Annual Common Expense Assessment Not Made. If an annual Common Expense Assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior year's assessment, increased by ten percent (10%). Any installments of such annual assessments shall be due upon each installment payment date until a new annual Common Expense Assessment is made.

6.08. Due Dates of Annual Common Expense Assessment. Annual Common Expense Assessments shall be made for a yearly period to be determined by the Board 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. Such first annual assessment or portion thereof for which a new Unit Owner is liable shall be immediately due upon his acquisition of title.

6.09. Limited Common Expenses. Any Common Expense attributable to a service for which some, but less than all, of the Unit owners derive a benefit may, in the Board's discretion, be allocated entirely amongst the Unit Owners deriving such a benefit as their sole responsibility as a Limited Common Expense. In addition, Common Expenses for which each individual Unit Owner's relative use, benefit, consumption, etc. is capable of determination and is in fact objectively calculated may be proportionately allocated to the Unit Owners as their sole responsibility as a Limited Common Expense. This latter category of Limited Common Expense shall include but not be limited to fuel costs attributable to the supplying of heat and hot water.

6.10. Limited Common Expense Assessments. Any assessment for a Limited Common Expense established pursuant to Section 6.09 of this

Master Deed shall be made upon such terms and with such frequency as the Board deems appropriate in its sole and absolute discretion so long as Unit Owners are provided with written notice of those Common Expenses that are designated as Limited Common Expenses, the manner in which Unit Owners' respective proportionate liabilities will be determined and the terms under which such assessments must be paid once levied.

6.11. 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 impose 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. 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.

6.12. Special Common Expense Assessment. In addition to the other 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 upon or to the Common Elements (including the necessary furniture, fixtures, equipment and other personal property related thereto), not determined by the Board of Directors to constitute an emergency or immediate need and for which funds held in reserve are inadequate, or for any other lawful purpose except new capital improvements subject to Section 6.13 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 by which the annual Common Expense Assessment has increased between the year in which this Master Deed is recorded in the Monmouth County Clerk's Office and the year in which the Board wishes to levy the Special Common Expense Assessment, it shall be authorized by the prior assent of an affirmative vote in person or by proxy of two-thirds (2/3) of the aggregate votes held by Members in Good Standing. 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 sent to 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.

6.13. Capital Improvement Common Expense Assessment. In addition to the other 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 by which the annual Common Expense Assessment has increased between the year in which this Master Deed is recorded in the Monmouth County Clerk's Office and the year in which the Board wishes to levy the Capital Improvement Common

Expense Assessment, it shall be authorized by the prior assent of an affirmative vote in person or by proxy of two-thirds (2/3) of the aggregate votes held by Members in Good Standing. 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 sent to 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.

6.14. Exemption for Capital Improvement Assessments. Anything to the contrary herein notwithstanding, neither Sponsor nor any Mortgage Holder shall be required to pay any assessments for capital improvements, whether by way of regular, special or capital improvement assessment. This provision may not be amended without the written consent of Sponsor and every Mortgage Holder.

6.15. Remedial Common Expense Assessment. In addition to the other 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 Rules and Regulations expressly authorizing such a Remedial Common Expense Assessment, such as, but not limited to, Articles VII and X of this Master Deed. The Board 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.

6.16. Miscellaneous Assessments. Any and all fines, late charges, costs of collection (including reasonable attorneys' fees) interest on unpaid assessments, capital contributions, membership fees, escrow deposits or any other sums required to be paid to the Condominium Association by a Unit Owner by the provisions of this Master Deed, the By-Laws, the Certificate of Incorporation, the Rules and Regulations of the Condominium Association or any duly adopted Resolution of the Board 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 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.

6.17. Additional Common Expense Assessment for Bulk Real Estate Taxes. Notwithstanding anything contained in this Master Deed, the Certificate of Incorporation, the By-Laws or in any Mortgage requiring the establishment of an escrow for the payment of real estate taxes and until such time as the City of Long Branch assesses and bills Units for real estate taxes on a per-Unit rather than a bulk basis, the Board shall be empowered and obligated to assess and collect from all Unit Owners, including the Sponsor, as a Common Expense Assessment separate and apart from all other Common Expense Assessments, regular or special, authorized by this Master Deed, such amounts as may be necessary to pay real estate taxes estimated or assessed by the City of Long Branch relative to the Property on a bulk basis. Furthermore, notwithstanding

anything contained in this Master Deed or the By-Laws with regard to assessment and collection of other regular or special Common Expense Assessments authorized or required by this Master Deed, additional Common Expense Assessments and collections thereof for the purpose of paying real estate taxes estimated or assessed by the City of Long Branch relative to the Property on a bulk basis may be assessed and collected in such a manner and with such frequency as the Board, in its sole and absolute discretion, deems necessary to pay, in a timely fashion, such bulk real estate tax estimates or assessments. To the extent deemed appropriate by the Board, in its sole and absolute discretion, additional Common Expense Assessments levied hereunder for the purpose of paying estimated or assessed real estate taxes estimated or assessed by the City of Long Branch relative to the Property on a bulk basis may be collected in advance of the actual date upon which such estimated or assessed real estate taxes are due in order to create an escrow for the prompt payment of same.

Any and all additional Common Expense Assessments collected by the Condominium Association as authorized hereunder for the purposes of paying bulk real estate taxes shall be held in escrow by the Condominium Association in a segregated interest bearing account until such amounts are required to be paid to the City of Long Branch. All interest earned on such escrows shall be applied toward funding any deficit that may exist for the payment of bulk real estate taxes or, absent any such deficit, shall be transferred to the Condominium Association's operating account to defray the Condominium Association's expenses in administering the Common Expense Assessment and collection procedure required to effec-

tuate payments of the bulk real estate taxes assessed or estimated by the City of Long Branch relative to the Property. Any surplus beyond the amount needed by the Condominium Association to defray such expenses shall be available to the Condominium Association to expend for any operating expenses it deems appropriate or for transfer to its reserves for repair and replacement. In the alternative, any such surplus may be distributed to the Unit Owners on the same basis as the assessment of the additional Common Expense Assessment (i.e., based upon relative proportionate interest in the Common Elements). In any event, the choice of the manner in which any such surplus will be disposed of shall be in the sole and absolute discretion of the Board.

Each Unit Owner's proportionate liability for additional Common Expense Assessments authorized hereunder for the payment of bulk real estate taxes estimated or assessed by the City of Long Branch relative to the Property shall be as set forth in the Schedule of Proportionate Interest in Common Elements that is Exhibit "F" to this Master Deed, unless the Condominium Association is advised by the Tax Assessor of the City of Long Branch of a different basis upon which all or a portion of such bulk assessments should be apportioned.

Once the City of Long Branch commences assessments and billing of real estate taxes on a per-Unit rather than a bulk basis, the Condominium Association shall promptly refund, without interest, to the Unit Owners their respective bulk real estate tax escrow balance being held by the Condominium Association. Furthermore, once the City of Long Branch commences assessment and billing of real estate taxes on a

per-Unit rather than a bulk basis, the Condominium Association shall have no further responsibility for any real estate taxes assessed against Units of the Condominium.

Any and all remedies available to the Condominium Association pursuant to this Master Deed, the By-Laws and/or applicable law for the collection of other delinquent Common Expense Assessments shall be equally available to the Condominium Association for the collection of delinquent additional Common Expense Assessments assessed for the purpose of paying bulk real estate taxes estimated or assessed by the City of Long Branch relative to the Property. This shall include, but not be limited to, the filing of a claim of lien and, if necessary, the foreclosure of such lien.

In the event a Unit Owner sells his Unit prior to the point in time that the City of Long Branch commences assessment and billing for real estate taxes assessed against the Units on a per-Unit rather than a bulk basis, no amounts paid by such Unit Owner to the Condominium Association for real estate taxes shall be refundable to the former Unit Owner by the Condominium Association regardless of the fact that such amounts might be held in escrow and not yet paid to the City of Long Branch and regardless of the fact that such amounts may have been paid to the City of Long Branch for real estate taxes for a period that will include a portion of time during which the former Unit Owner no longer held title to the Unit. Instead, entitlement to all such amounts, including any refund of same once the Units are assessed and billed for real estate taxes on a per-Unit basis, shall run with title to the Unit.

Accordingly, Unit Owners selling their Units prior to the point in time that the City of Long Branch commences assessment and billing of real estate taxes on a per-Unit basis must make any desired financial adjustments for amounts paid to the Condominium Association for real estate taxes with the purchaser of the Unit. No such adjustment between a Unit Owner and the purchaser shall have any effect upon the Condominium Association and its ability to assess and collect from the current Unit Owner any and all amounts representing that Unit's proportionate share of assessed or estimated real estate taxes.

6.18. Certificate of Payment. The Condominium Association shall, upon the request of any Unit Owner liable for any assessment, a Mortgage Holder for any Unit or a contract purchaser of a Unit, within ten (10) days of receipt of such request in writing, furnish to that Unit Owner, Mortgage Holder or contract purchaser, a certificate in writing, signed by an officer of the Condominium Association, setting forth whether or not such assessment has been paid. Except as to a Unit Owner requesting such a certificate for a Unit that he owns, such certificate shall constitute conclusive evidence of the payment of any assessment(s) therein stated to have been paid.

6.19. Exemption from Assessments. Notwithstanding anything to the contrary herein, in the event the Association acquires title to any Unit, including, but not limited to a Unit for the purpose of use by an on-site, resident superintendent, such Unit(s) shall be exempt from Common Expense Assessments of any type until the Condominium Association shall convey title thereto, and the costs of ownership of the Unit.

including the proportionate responsibility for Common Expenses attributable to such Unit, shall be borne by the other Unit Owners in equal shares. The Sponsor will not cause the Condominium Association to acquire title to any Unit for so long as the Sponsor controls the Board of Directors.

6.20. Interest in Common Surplus. Any common surplus of the Condominium Association resulting from an excess of income over expenses 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 financially responsible for and shall promptly perform and/or furnish all of the maintenance, repairs and replacements that may be required within the boundaries of his own Unit 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 following: plumbing fixtures, plumbing systems, windows of his Unit (including panes, frames, mechanisms, etc.), doors (including frames, jambs, hardware, etc.), foyers, interior stairwells (if any), storage areas within a Unit (if any), electrical wiring, electrical receptacles, appliances, equipment, lighting fixtures, wallpaper, paint, paneling, subflooring, flooring, floor coverings, draperies, curtains, window shades and any other items that are within the boundaries of their Units as set forth in Section 3.01 herein. Each Unit Owner shall also be responsible for such

maintenance of the Limited Common Elements as is set forth in Section 4.03 herein.

In addition, each Unit Owner shall be responsible to perform all of the maintenance, repairs and replacements that may be required for parts of his Unit 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 part of the Unit is accessible without a breaking or intrusion into the Common Elements or any other Unit; and
- B. the part of the Unit is not functionally connected with a Common Element or a component of an integrated system which serves more than one Unit.

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

7.02. Responsibilities of the Condominium Association. The Condominium Association shall furnish the maintenance, repairs and replacements that are required for the functioning of any common plumbing, common heating, common mechanical, common electrical or common water supply systems within a Building. The Condominium Association shall also furnish the maintenance, repairs and replacements that are required for any part of a Unit not located within the boundaries of the Unit as set forth in Section 3.01 herein (except as otherwise provided in Section 7.01 herein); however, the expenses incurred by the Condominium Association in doing so shall be levied against the Owner of that Unit as a Remedial Common Expense Assessment. The Association shall also be

responsible for such maintenance of the Limited Common Elements as is set forth in Section 4.03 herein.

7.03. Rights of the Condominium Association. The Condominium Association may effect emergency maintenance, repair and/or replacement to any Unit or Limited Common Element for which the Owner of a Unit is responsible but has failed to perform, but the expenses incurred by the Condominium Association in doing so shall be levied against the Owner of that Unit as a Remedial Common Expense Assessment. The Condominium 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 has failed to perform and charge the reasonable expenses of the maintenance, repair and/or replacement 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(s) responsible for such maintenance, repair and/or replacement has (have) failed to remedy the situation within thirty (30) days after the Association has given written notice to the Unit Owner(s) of the need for the maintenance, repair and/or replacement.

7.04. 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, repair and/or replacement shall be required which would otherwise be a Common Expense, the responsible Unit Owner shall pay for such

damage and be liable for any damages, liability, costs and expense, including attorney's fees, caused by or arising out of such circumstances as a Remedial Common Expense Assessment; and such maintenance, repair and replacement to the General or Limited Common Elements or the Unit(s) shall be subject to this Master Deed, the By-Laws and the Rules and Regulations.

ARTICLE VIII

EASEMENTS

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

- A. A non-exclusive easement in, upon, over, under, across and through the Common Elements to keep, maintain, use, operate, repair and replace his Unit in its original position and in every subsequent position to which it changes by reason of the gradual forces of nature and the elements;
- B. An exclusive easement for the existence and continuance of any encroachment by his Unit upon any adjoining Unit or upon any Common Elements, now existing or which may come into existence hereafter as a result of construction, 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 stands;

- C. A non-exclusive 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 and floors of his Unit;
- E. An easement in common with the owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines, television systems, master antenna facilities or other General Common Elements located within any of the other Units or Common Elements and serving his Unit;
- F. A non-exclusive easement in, over and through the General Common Elements to use the drives, roadways, driveways, walks 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 the enjoyment and voting rights of any Unit Owner for any period during which any assessment remains unpaid or for any period during which any infraction of its published Rules and Regulations con-

tinues, 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 Article 4.05 of this Master Deed;

- G. A non-exclusive 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; and
- H. A non-exclusive easement for vehicular ingress and egress reasonably required to and from the Units over, across and through roadways, drives and driveways in the Condominium, which easement shall be for the benefit of all Owners and occupants of Units in the Condominium and their invitees.

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

- A. A blanket and non-exclusive easement in, upon, over, through, under and across the Property, including use of drives, driveways, roads, walkways and parking spaces, for

the purpose of construction, installation, maintenance and repair of any improvements to the Property, including Units or the Common Elements, until the expiration of one (1) year from the date the last Unit is sold and conveyed in the normal course of business, but in no event more than five (5) years from the date this Master Deed is recorded in the Monmouth County Clerk's Office. In addition, the Sponsor hereby reserves the irrevocable right to enter into, upon, over or under any Unit for such purposes as may be reasonably necessary for the Sponsor or its agents to service a Unit, any part of a Building or any part of the Common Elements, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate whether the Unit Owner is present at the time or not;

- B. A blanket and non-exclusive easement in, upon, over, through, under and across the Common Elements to sell, convey, advertise, deliver or lease the Units and to use all walkways, drives, driveways and parking areas and existing and future model Units for sales promotion and exhibition, until the expiration of ninety (90) days from the date the last Unit is sold and conveyed in the normal course of business, but in no event more than five (5) years from the date this Master Deed is recorded in the Monmouth County Clerk's Office; and

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

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

- A. The Condominium Association shall have a perpetual and exclusive easement for the maintenance of any Common Elements, including those which presently or may hereafter encroach upon a Unit; and
- B. The Condominium Association, through the Board of Directors or any manager or managing agent, or their respective agents or employees, shall have the perpetual and non-exclusive right of access to each Unit and the 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) to perform any operations required in connection with the maintenance, repair or replacement of or to the Common Elements or any equipment, facilities or fixtures affecting or serving

other Unit(s) or the Common Elements; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

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

8.05. City of Long Branch Easements. The Property is hereby declared to be subject to a blanket, perpetual and non-exclusive easement of unobstructed ingress to, egress from and access to and travel within, upon, over, under, across and through the Common Elements to the City of Long Branch, 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 for which a Unit Owner is responsible but has failed to perform) and for repair, maintenance and/or replacement of the Common Elements for which the Association is responsible but has failed to per-

form. Except in the event of emergencies, the rights accompanying the easement provided for herein 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.

8.06. Utility Easements. The Property is subject to a blanket, perpetual and non-exclusive easement of unobstructed ingress to and egress from, access to and travel within, upon, over, under, across and through the Common Elements for the purpose of the installation, maintenance, repair, service and replacement of all sewer, water, power and telephone pipes, lines, mains, conduits, poles, transformers, meters, master televisions 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 Property, 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. Easements of Record. The Property shall be subject to all easements of record including by way of description but not by way of limitation the following:

- A. An easement to maintain and repair water pipes and connections as set forth in a certain Indenture by and between Sebastian P. Vaccaro and Rosemarie Vaccaro, his wife, and Paul Arrigo and Ida Arrigo, his wife, dated August 4, 1954 and recorded August 3, 1954 in the Monmouth County Clerk's Office in Deed Book 2513, beginning at page 560; and

B. Grants of rights to erect and maintain certain wires, cables and appurtenances as contained in a certain agreement by and between Tivoli Gardens Inc. and Jersey Central Power and Light Company and New Jersey Bell Telephone Company dated September 1, 1961 and recorded September 13, 1961 in Deed Book 3096, page 547.

ARTICLE IX

ADMINISTRATION AND POWERS OF ATTORNEY

9.01. Administration of Common Elements. The administration of the Common Elements of the Condominium and all other common facilities shall be by the Condominium Association in accordance with the provisions of the New Jersey Condominium Act, this Master Deed, the Certificate of Incorporation, the By-Laws, the Rules and Regulations and any other agreements, documents, amendments or supplements to the foregoing which may be duly adopted or subsequently required by: (a) applicable statutes, regulations, resolutions, ordinances and/or orders of any governmental or quasi-governmental agency having regulatory jurisdiction over the Condominium; (b) any title insurance company licensed to conduct business in the State of New Jersey insuring or proposing to insure title to any Unit(s); or (c) an 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.

9.02. Sponsor's Power of Attorney. The Sponsor hereby reserves for itself, its successors and assigns, for a period of five (5) years

from the date the first Unit is conveyed to an individual purchaser or until it conveys title to the last Unit, whichever occurs first, the 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 agreement, document, amendment or supplement to the documents 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, changes the relative proportionate interest in the Common Elements of the Condominium appurtenant to a Unit, substantially increases the financial obligations of the Unit Owner, reserves any additional or special privileges to the Sponsor or alters the basis for determining Unit Owners' respective proportionate responsibilities for Common Expense Assessments as established in this Master Deed shall be made without the prior written consent of the affected Unit Owner(s) and all Mortgage Holders of any Mortgage(s) encumbering the affected Unit(s); and
- (ii) if such agreement, document, amendment or supplement adversely affects the priority or validity of any Mortgage(s) which encumbers any Unit, without the prior written consent of the Mortgage Holders of such Mortgage(s).

By execution of a contract to initially purchase a Unit within the Condominium from the Sponsor, by execution of a deed to any Unit within the Condominium initially conveyed by the Sponsor 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 name, constitute, appoint and confirm the Sponsor, its successors and assigns as attorney-in-fact 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 power of attorney aforesaid 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. 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. This power of attorney shall be vested in the Sponsor, its successors and assigns until the Sponsor's initial conveyance of all Units or the expiration of its stated term.

9.03. Condominium Association's Power of Attorney. By execution of a contract to purchase a Unit from the Sponsor, by execution of a deed to any Unit initially conveyed by the Sponsor 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; (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

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.

- Z. 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 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.

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.

13.05. 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 Mortgager 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

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.

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.

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

EXHIBIT 1A

LEGAL DESCRIPTION OF THE PROPERTY

DB4820-0086

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.

DB4820-0087

EXHIBIT 1B

SURVEY OF THE PROPERTY

DB4620-0088

6800-078489

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

EASTBOURNE AVENUE
(24'-0" W)

WESTWOOD AVENUE
(24'-0" W)

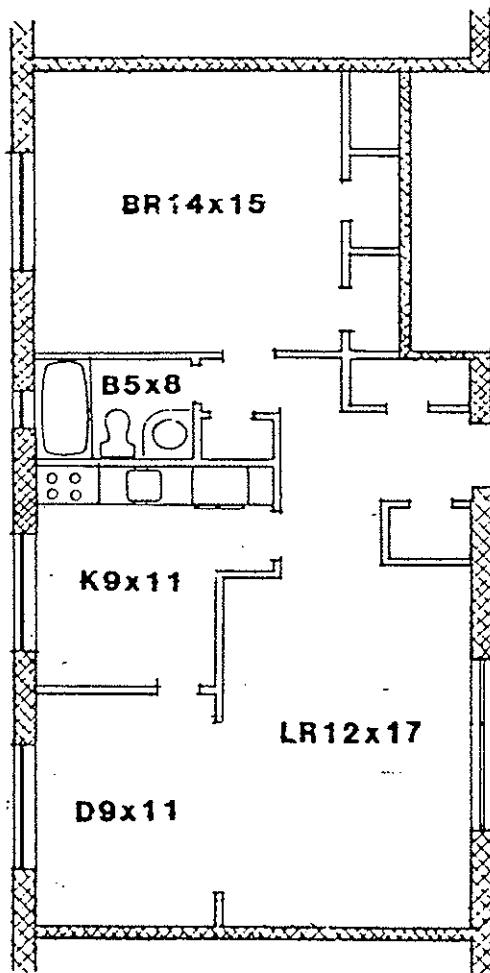
BATH AVENUE
(50'-0" W)

WILLIAM BIRD ASSOCIATES, INC.
3000 ROUTE 1
PO BOX 1000
LONG BRANCH, NJ 08051
TEL: 732/238-1111
FAX: 732/238-1112

EXHIBIT 1C

ARCHITECTURAL DRAWINGS

DB4820-0090



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

[Signature]
Signature

1/20/86
(Date)

COMMON AREA
 PERIMETER WALLS

PROJECT: WESTWOOD VILLAGE
DRAWING TITLE: UNIT 1 FIRST FLOOR
1 BEDROOM DELUXE "A"

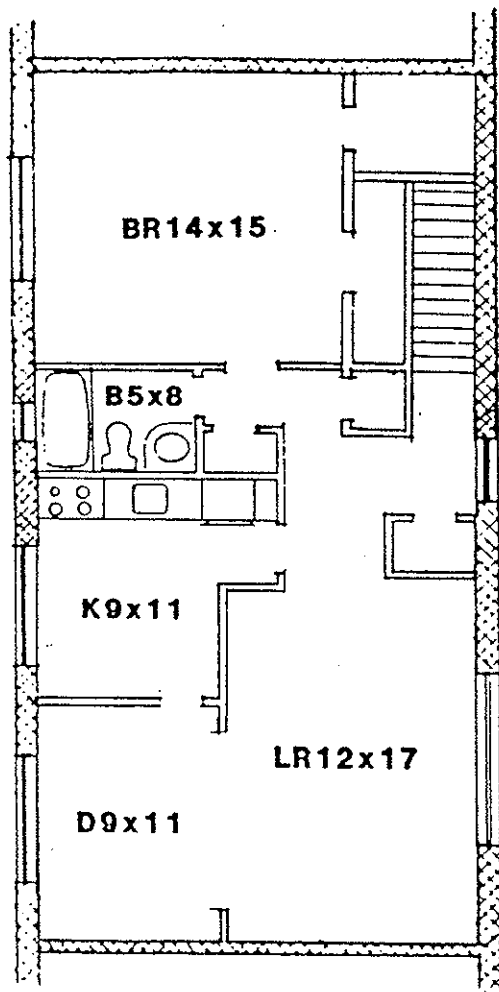
364 WESTWOOD AVE.
LONG BRANCH N.J.

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

KAPLAN GAUNT DE SANTIS ARCHITECTS
200 HUNTER AVENUE NEW BRUNSWICK, N.J. 08901
TELEPHONE (201) 842-8877

COMM. NO.
8550

054820-0091



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

Charles J. Gaunt
Signature
1/10/86
(Date)



COMMON AREA



PERIMETER WALLS

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

364 WESTWOOD AVE.
LONG BRANCH N.J.

DATE 1/3/86

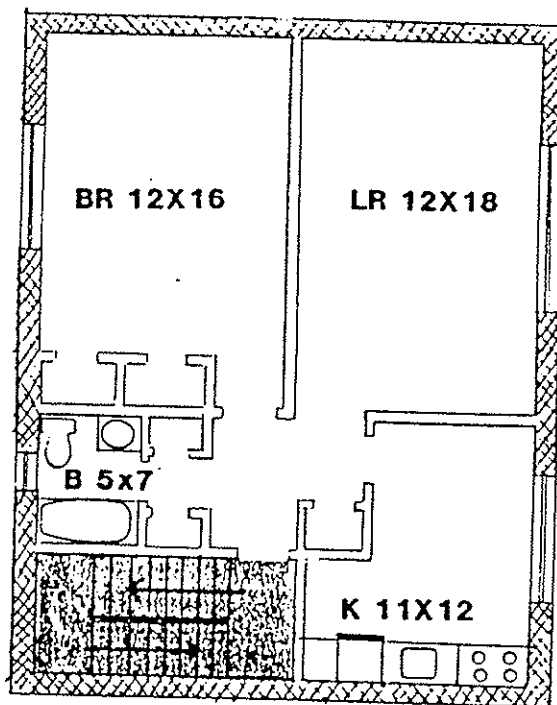
SCALE 1/8" = 1'-0"

SHEET NO.

KAPLAN GAUNT DE SANTIS ARCHITECTS

8550

034020-0092



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



COMMON AREA



PERIMETER WALLS

Signature

1/30/86
(Date)

DB4820-0093

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

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

DATE: 1/3/86

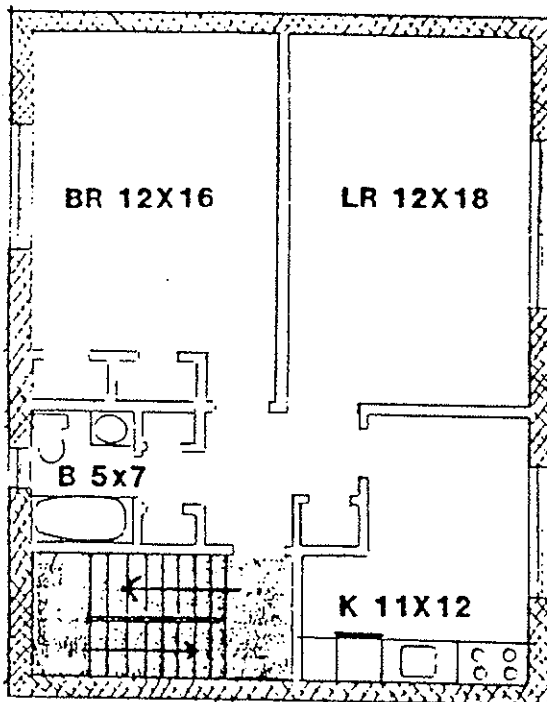
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DWG. NO.

KAPLAN-GAUNT-DE SANTIS ARCHITECTS
301 MAPLE AVENUE RED BANK, NEW JERSEY 08070-1700
TELEPHONE (201) 841-8600

COMM.

8550



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

William H. Smith
Signature
1/10/86
(Date)



COMMON AREA



PERIMETER WALLS

084820-0094

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

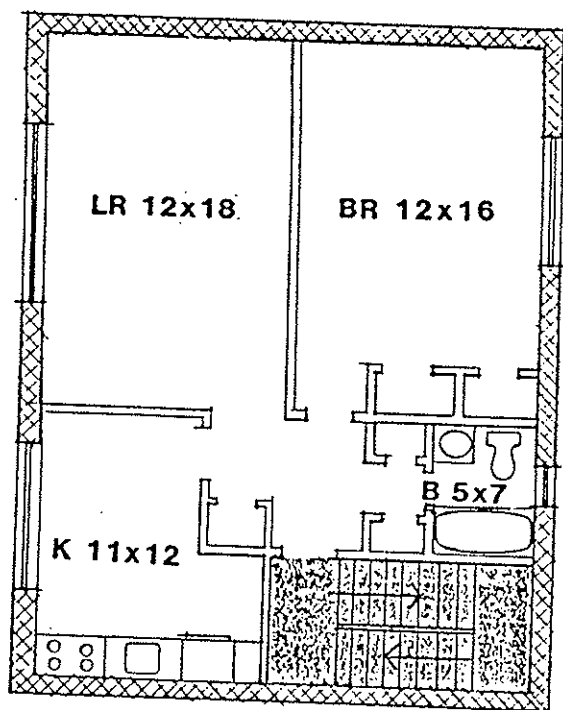
364 WESTWOOD AVE.
LONG BRANCH N.J.

DATE: 1/3/86
SCALE: 1/8" = 1'-0"

SHEET NO.

KAPLAN GAUNT DE SANTIS ARCHITECTS
300 MARKET STREET, NEW YORK, N.Y. 10038

8550



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

Edmund Baum
Signature
1/16/86
(Date)



COMMON AREA



PERIMETER WALLS

DB4820-0095

PROJECT: WESTWOOD VILLAGE

DRAWING TITLE: UNIT 5 FIRST FLOOR
1 BEDROOM

364 WESTWOOD AVE.
LONG BRANCH N.J.

DATE 1/3/86

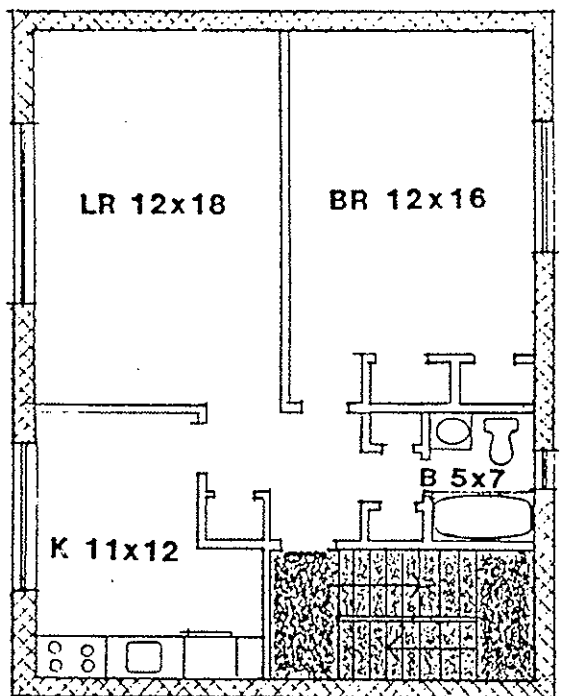
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DWG. NO.

KAPLAN-GALINT-DE SANTIS ARCHITECTS
241 MAPLE AVENUE, RED BANK, NEW JERSEY 07068-1704
TELEPHONE (201) 840-8011

COMM.

8550



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

[Signature]
Signature

1/20/86
(Date)



COMMON AREA



PERIMETER WALLS

PROJECT WESTWOOD VILLAGE
DRAWING TITLE UNIT 6 SECOND FLOOR
1 BEDROOM

364 WESTWOOD AVE.
LONG BRANCH N.J.

DATE 1/3/86

SCALE 1/8" = 1'-0"

DWG. NO.

KAPLAN GAUNT-DE SANTIS ARCHITECTS

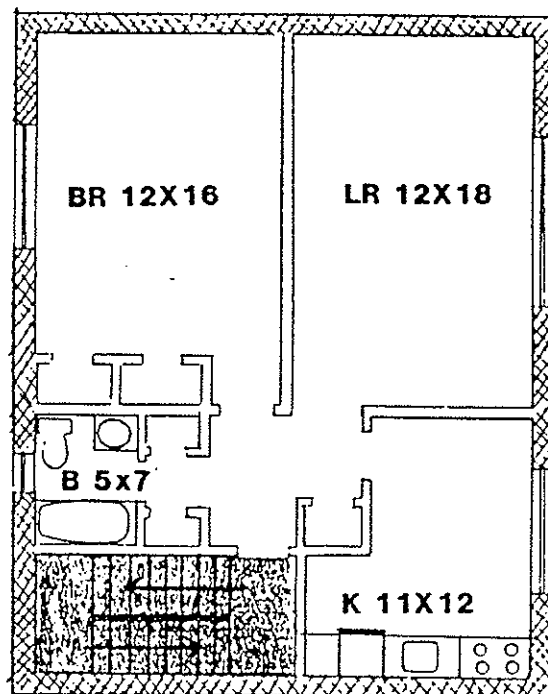
400 WALL STREET, 2ND FLOOR, NEW YORK, N.Y. 10038

TELEPHONE 212 607 8000



CONTR.

8550



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

William B. Smith
Signature
1/1/86
(Date)



COMMON AREA



PERIMETER WALLS

034820-0097

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

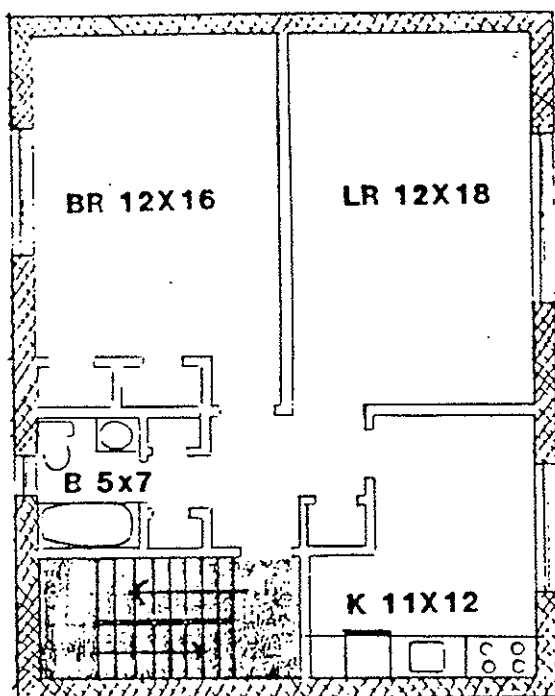
**364 WESTWOOD AVE.
LONG BRANCH N.J.**

DATE 1/3/86
SCALE 1/8" = 1'-0"

SHEET NO.

KAPLAN GAUNT-DE SANTIS ARCHITECTS
201 MAPLE AVENUE NEW BRIDGE NEW JERSEY 08857
TELEPHONE (201) 841-2521

COMMON
8550



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



COMMON AREA



PERIMETER WALLS

Signature

1/20/86
(Date)

PROJECT **WESTWOOD VILLAGE**
DRAWING TITLE: **UNIT 8 · SECOND FLOOR**
1 BEDROOM

364 WESTWOOD AVE.
LONG BRANCH N.J.

98/3/86

1/8/86

PRG. NO.

KAPLAN · GAUNT · DE SANTIS · ARCHITECTS

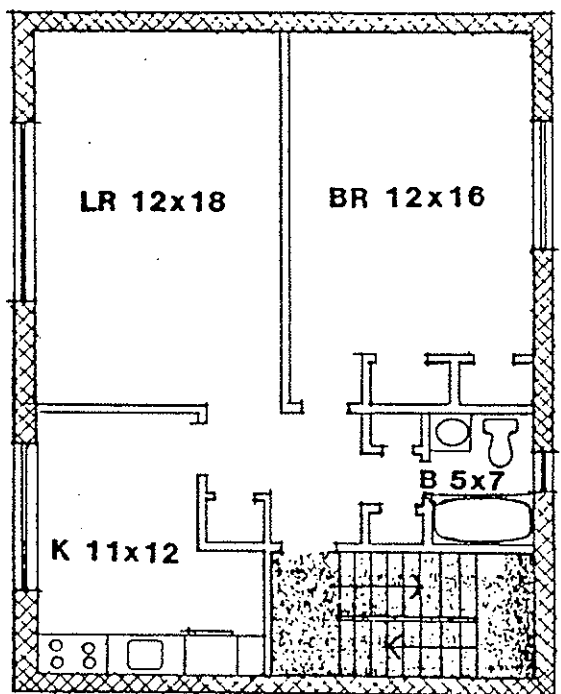
300 HARTFORD AVENUE, NEW BRUNSWICK, N.J. 08901-1000

TELEPHONE (609) 834-0000

COMM.

8550

DB4320-0098



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

[Signature]
Signature
1/6/86
(Date)



COMMON AREA



PERIMETER WALLS

DB4820-0099

PROJECT: WESTWOOD VILLAGE

364 WESTWOOD AVE.
LONG BRANCH N.J.

DRAWING TITLE: UNIT 9 FIRST FLOOR

1 BEDROOM

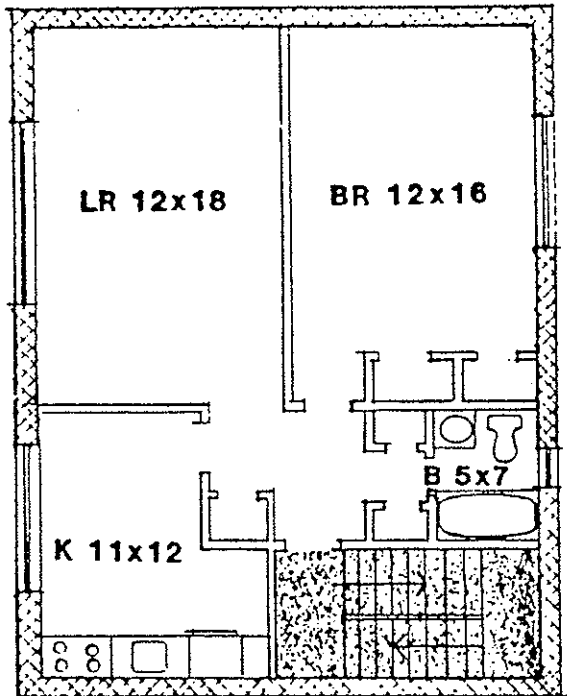
DATE 1/3/86
SCALE 1/8" = 1'-0"

SHEET NO.

KAPLAN-GAUNT-DE SANTIS ARCHITECTS
201 SAMPLE AVENUE, RED BANK, NEW JERSEY 08074
TELEPHONE (201) 841-8811

COMM. NO.
8550

034320-0100



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.

DRAWING TITLE

UNIT 10 SECOND FLOOR

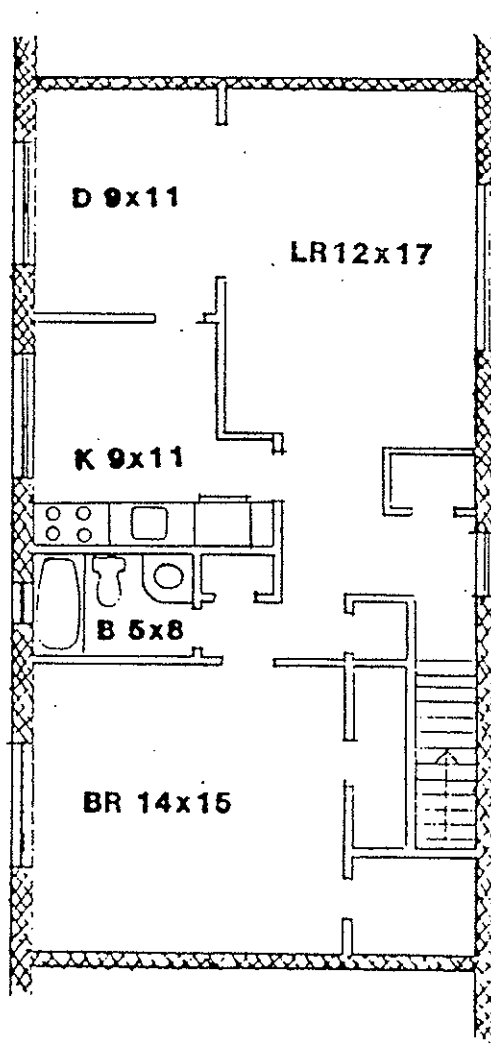
LONG BRANCH N.J.

1 BEDROOM

KAPLAN GAUNT DE SANTIS ARCHITECTS

DOOR

8550



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



COMMON AREA



PERIMETER WALLS

[Signature]
Signature

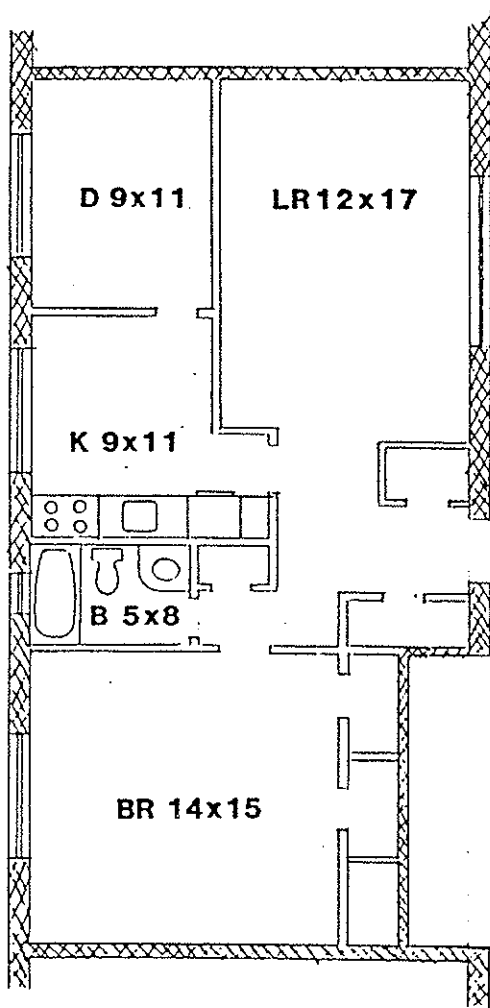
1/20/86
(Date)

DATE
1/20/86

PROJECT	WESTWOOD VILLAGE	304 WESTWOOD AVE.	DATE 1/3/86 SCALE 1/8" = 1'-0"	DWG. NO.
DRAWING TITLE	UNIT 11 SECOND FLOOR 1 BEDROOM DELUXE "A"	LONG BRANCH		
KAPLAN · GALINT · DE SANTIS · ARCHITECTS			Office	8550

0540000-0000

034820-0102



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

Edmund A. Gaunt
Signature
1/20/86
(Date)

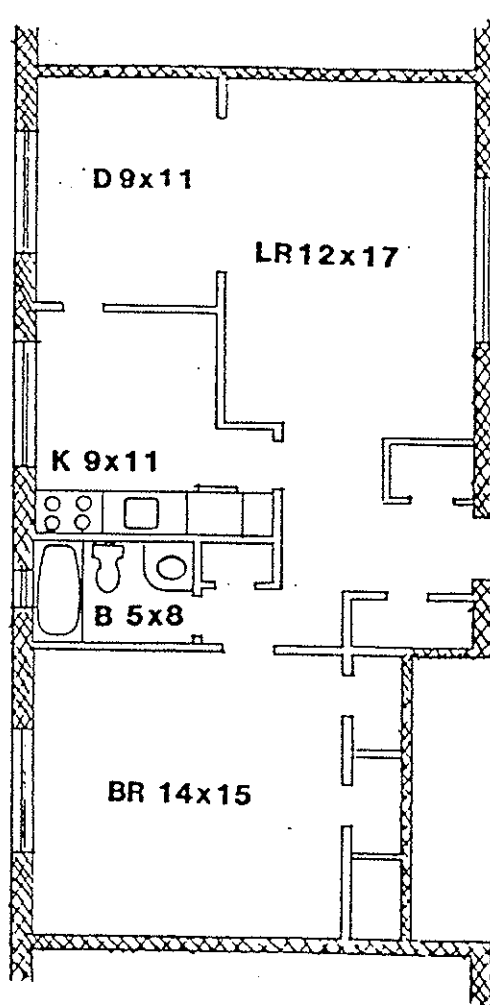


COMMON AREA



PERIMETER WALLS

PROJECT: WESTWOOD VILLAGE		364 WESTWOOD AVE.	
DRAWING TITLE: UNIT 12 FIRST FLOOR		LONG BRANCH N.J.	
1 BEDROOM DELUXE "B"		DATE: 1/3/86	DWG. NO.
KAPLAN · GAUNT · DE SANTIS ARCHITECTS		SCALE: 1/8" = 1'-0"	8550
301 MAPLE AVENUE, RED BANK, NEW JERSEY 08071-1701		TELEPHONE (201) 841-8011	



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

Edmund H. Gaunt
Signature
1/20/86
(Date)



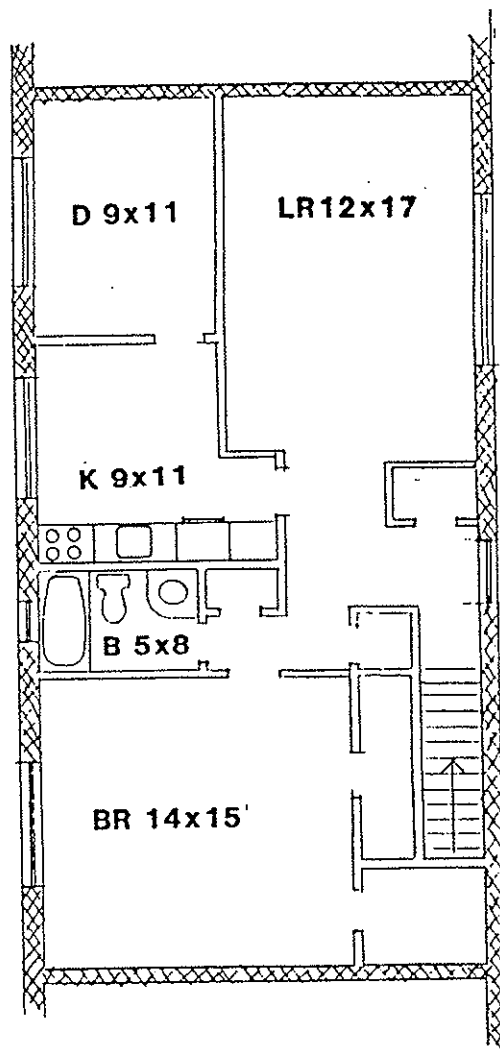
COMMON AREA



PERIMETER WALLS

PROJECT: WESTWOOD VILLAGE		364 WESTWOOD AVE.	
DRAWING TITLE: UNIT 14 FIRST FLOOR		LONG BRANCH N.J.	
1 BEDROOM DELUXE "A"		DATE: 1/3/86	DWG. NO.
KAPLAN-GAUNT-DE SANTIS ARCHITECTS		SCALE: 1/8" = 1'-0"	8550
301 MAPLE AVENUE NEW BRUNSWICK, N.J. 08901		8550	

DB4820-0103



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



COMMON AREA



PERIMETER WALLS

1/20/86
(Date)

Signature

PROJECT: **WESTWOOD VILLAGE**
DRAWING TITLE: **UNIT 15 SECOND FLOOR**
1 BEDROOM DELUXE "B"

364 WESTWOOD AVE.
LONG BRANCH

DATE 1/3/86

SCALE 1/8" = 1'-0"

DWG. NO.

KAPLAN GALINT-DESANTIS ARCHITECTS

301 MARPLE AVENUE NEW BRUNSWICK, NEW JERSEY 08901-1706

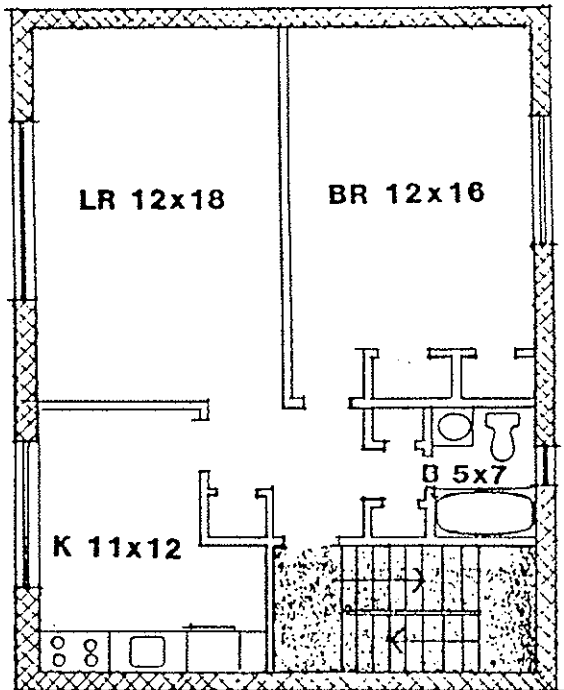
TELEPHONE (201) 842-8811

COMM.

8550

004820-0104

034820-0105



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

[Signature]
Signature
[Date]
(Date)

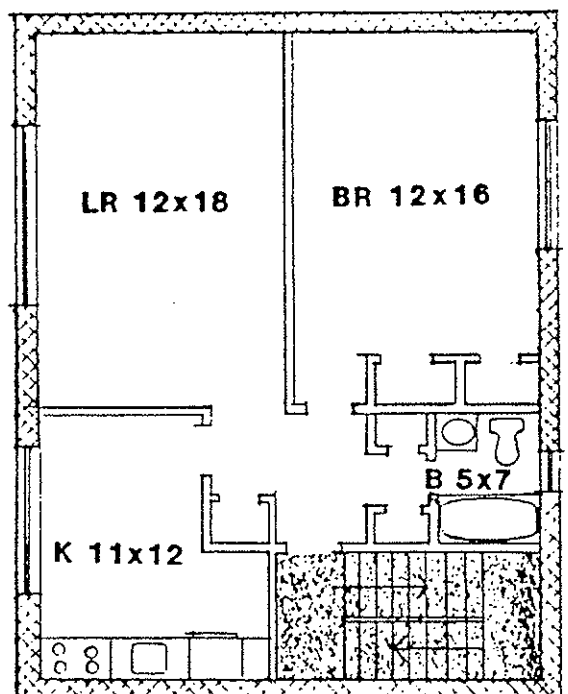


COMMON AREA



PERIMETER WALLS

PROJECT: WESTWOOD VILLAGE	364 WESTWOOD AVE.	DATE: 1/3/86	DWG. NO.
DRAWING TITLE: UNIT 16 FIRST FLOOR	LONG BRANCH N.J.	SCALE: 1/8" = 1'-0"	
1 BEDROOM			
KAPLAN · GAUNT · DE SANTIS · ARCHITECTS			COORDINATOR: 8550



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

[Signature]
Signature
1/16/86
(Date)



COMMON AREA



PERIMETER WALLS

PROJECT **WESTWOOD VILLAGE**
DRAWING TITLE **UNIT 17 SECOND FLOOR**
1 BEDROOM

364 WESTWOOD AVE.
LONG BRANCH N.J.

KAPLAN, GAUNT, DE SANTIS ARCHITECTS

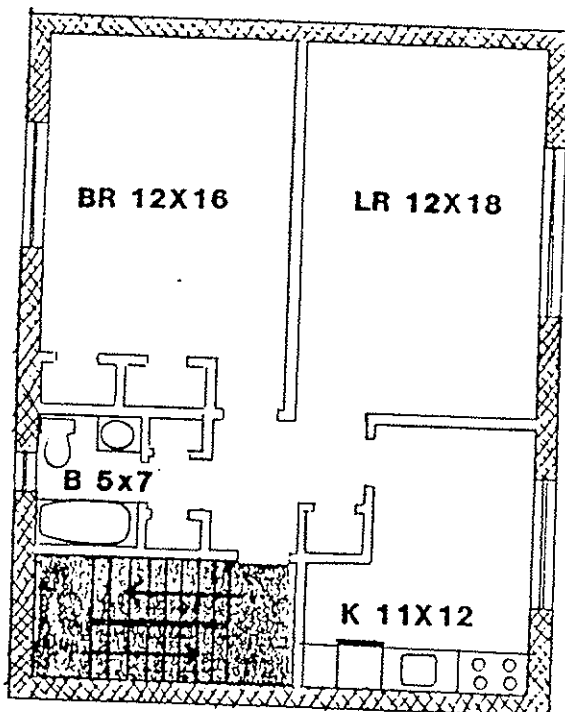
DATE 1/3/86

SCALE 1/8" = 1'-0"

DWG. NO.

8550

034620-6106



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**
DRAWING TITLE: **UNIT 18 FIRST FLOOR**
11 BEDROOM

364 WESTWOOD AVE.
LONG BRANCH N.J.

DATE 1/3/86

SCALE 1/8" = 1'-0"

BLDG. NO.

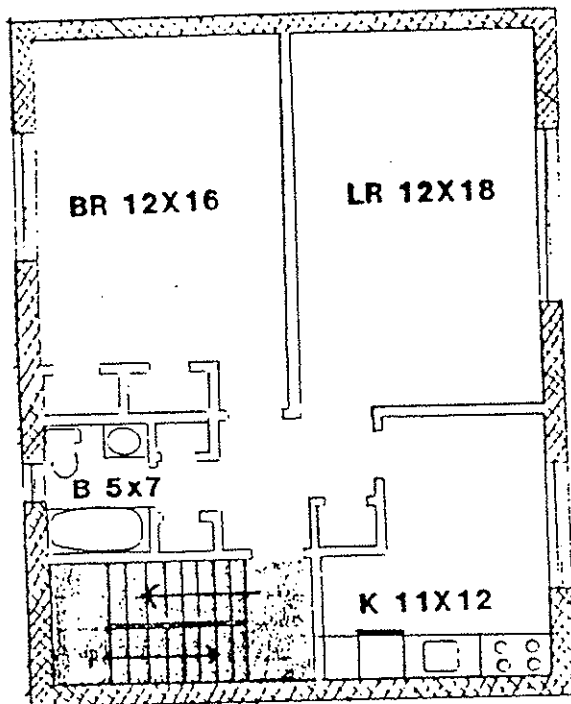
KAPLAN GAUNT-DESANTIS ARCHITECTS
201 HAWLEY AVENUE, 2ND FLOOR, NEW BRUNSWICK, N.J. 08901
TELEPHONE (609) 841-1111

CONTR.

8550

DB4820-0107

056620-0108



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

[Signature]
Signature
[Date]
(Date)



COMMON AREA



PERIMETER WALLS

PROJECT WESTWOOD VILLAGE
DRAWING TITLE UNIT 19 SECOND FLOOR
1 BEDROOM

364 WESTWOOD AVE.
LONG BRANCH N.J.

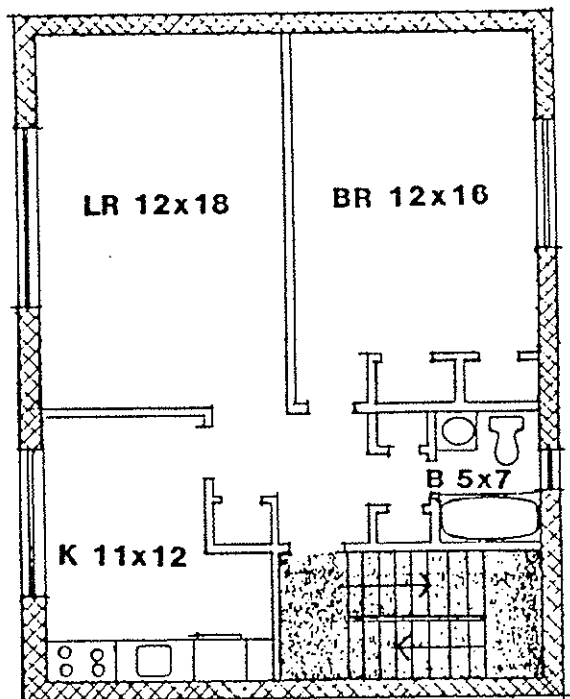
1/3/86

1/8 : 1'-0"

DATE

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

Signature

(Date)

004820-0109

PROJECT: WESTWOOD VILLAGE

364 WESTWOOD AVE.

DRAWING TITLE: UNIT 20 FIRST FLOOR

LONG BRANCH N.J.

1 BEDROOM

DATE 1/3/86

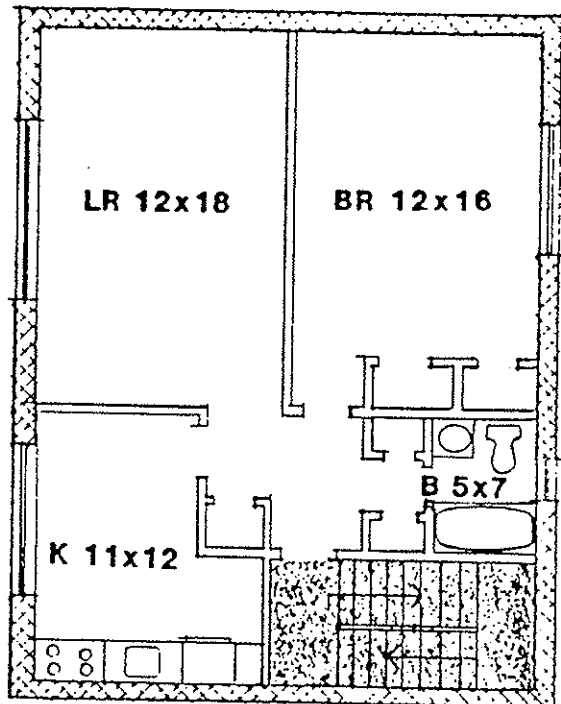
SCALE 1/8" = 1'-0"

DRWG. NO.

KAPLAN GAUNT-DE SANTIS ARCHITECTS

COORD.

8550



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

[Signature]
Signature
1/20/86
(Date)



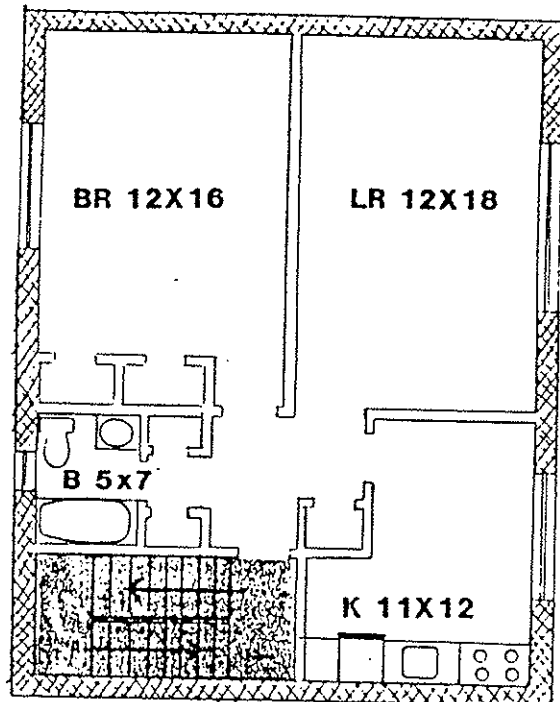
COMMON AREA



PERIMETER WALLS

004320-0110

PROJECT	WESTWOOD VILLAGE	364 WESTWOOD AVE.	1/3/86 1/8 : 1'-0"	PVC NC
DRAWING TITLE	UNIT 21 SECOND FLOOR 1 BEDROOM	LONG BRANCH N.J.		
KAPLAN-GALINT-DE SANTIS ARCHITECTS			007	8550



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

Signature
Signature
1/20/86
(Date)



COMMON AREA



PERIMETER WALLS

PROJECT: **WESTWOOD VILLAGE**
DRAWING TITLE: **UNIT 22 FIRST FLOOR**
11 BEDROOM

364 WESTWOOD AVE.
LONG BRANCH N.J.

DATE: 1/3/86

SCALE: 1/8" = 1'-0"

DWG. NO.

KAPLAN-GAUNT-DE SANTIS ARCHITECTS

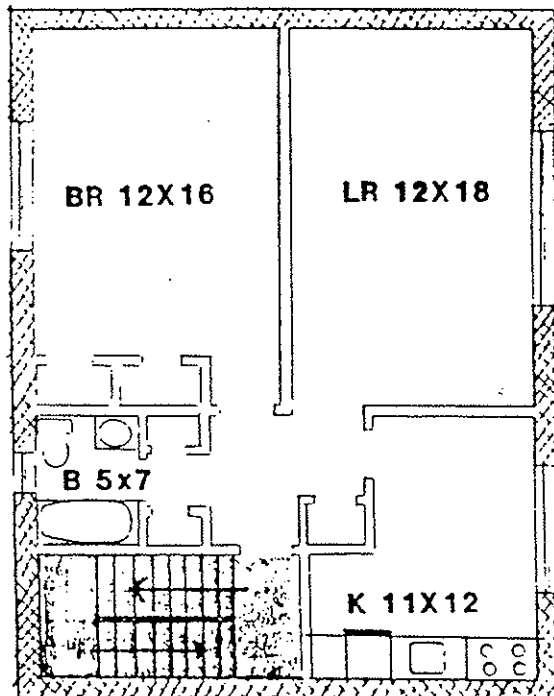
201 MAINT. AVENUE, RED BANK, NEW JERSEY 08049-1100

TELEPHONE: (609) 391-8800

CONTR.

8550

004820-0111



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



COMMON AREA



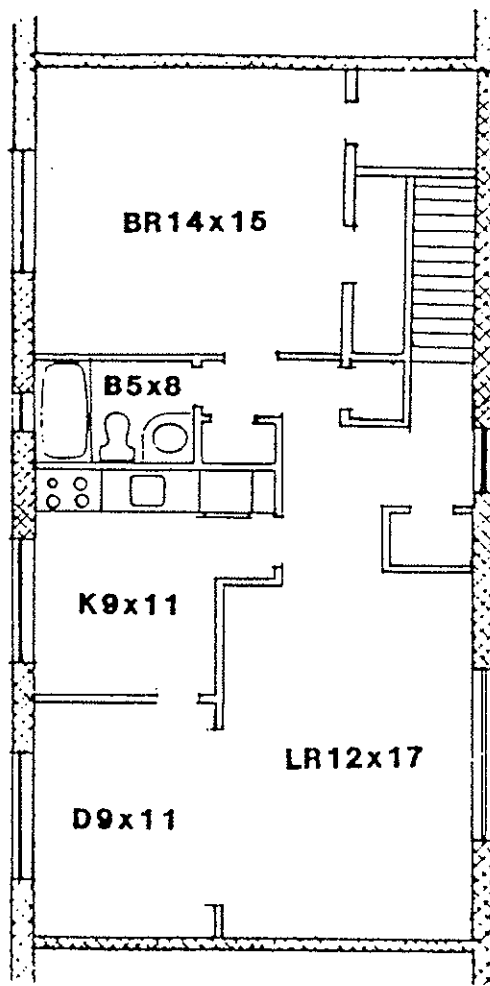
PERIMETER WALLS

[Signature]
Signature

1/30/86
(Date)

004020-0112

PROJECT	WESTWOOD VILLAGE	364 WESTWOOD AVE.	1/3/86 1/8 : 1'-0" DWG. NO.
DRAWING TITLE	UNIT 23 SECOND FLOOR	LONG BRANCH N.J.	
	1 BEDROOM		
KAPLAN GAUNT DE SANTIS ARCHITECTS <small>100 MARKET AVENUE, NEW YORK, N.Y. 10038-1001 TEL. (212) 691-1001 FAX. (212) 691-1002</small>			DOWNS 8550



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

[Signature]
Signature
1/28/86
(Date)



COMMON AREA



PERIMETER WALLS

DB4020-0113

PROJECT WESTWOOD VILLAGE
DRAWING TITLE UNIT 24 SECOND FLOOR
1 BEDROOM DELUXE "A"

364 WESTWOOD AVE.
LONG BRANCH N.J.

REV 1/3/86

1/8" = 1'-0"

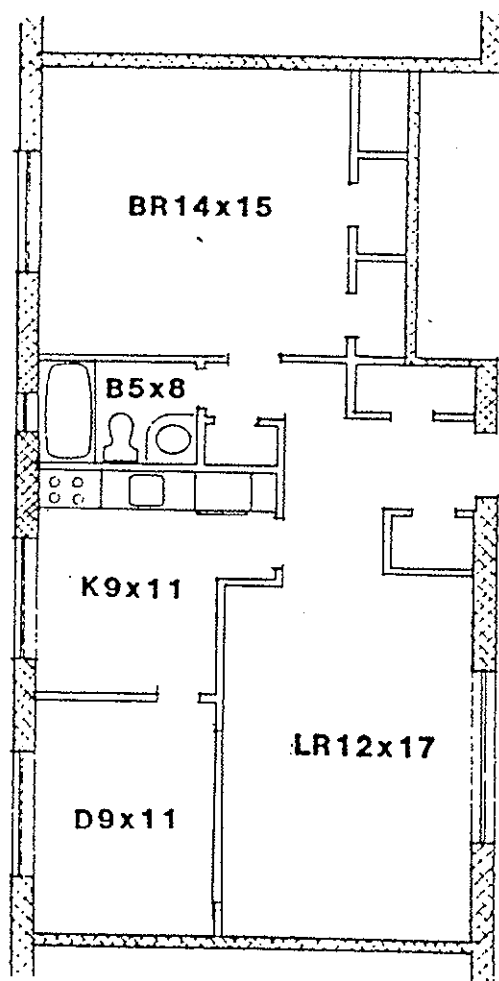
ENC. NO.

KAPLAN GAUNT DE SANTIS ARCHITECTS

DATE

8550

004820-0114



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

Colin M. Smith
Signature

1/28/80
(Date)

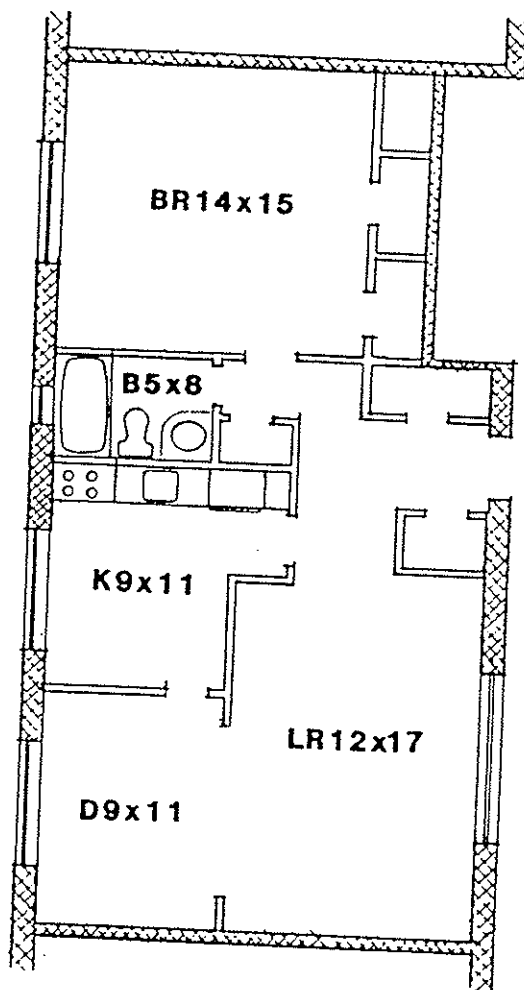


COMMON AREA



PERIMETER WALLS

PROJECT WESTWOOD VILLAGE		364 WESTWOOD AVE.	
DRAWING TITLE UNIT 25 FIRST FLOOR		LONG BRANCH N.J.	
1 BEDROOM DELUXE "B"			
KAPLAN GALINT-DE SANTIS ARCHITECTS		DATE 1/23/80	SCALE 1/8" = 1'-0"
TELEPHONE (201) 861-8550		8550	



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

[Signature]
Signature
(Date)



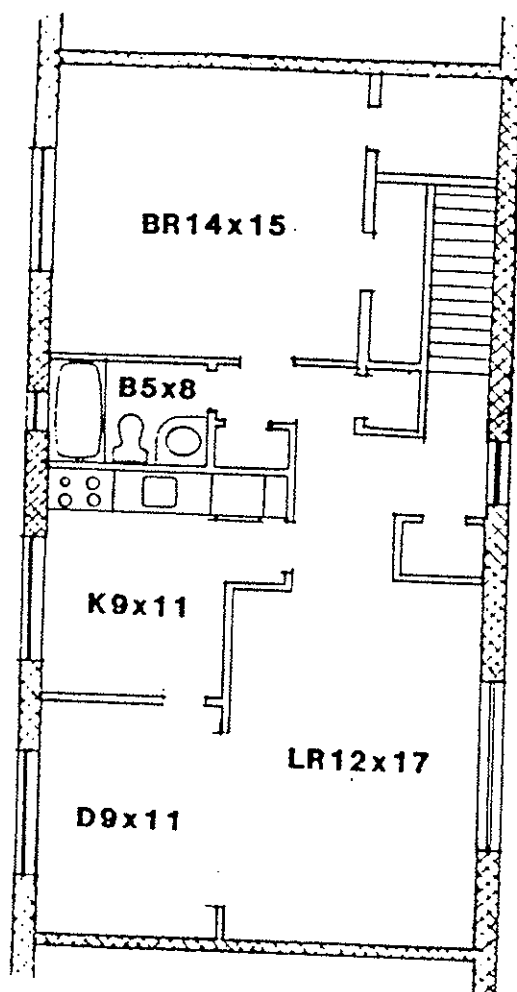
COMMON AREA



PERIMETER WALLS

DB4920-0115

PROJECT WESTWOOD VILLAGE		364 WESTWOOD AVE.		DATE 1/3/85	SCALE 1/8" = 1'-0"	DWG. NO.
DRAWING TITLE: UNIT 26 FIRST FLOOR		LONG BRANCH N.J.				
1 BEDROOM DELUXE "A"						
KAPLAN-GAUNT-DE SANTIS ARCHITECTS				COMM 8550		
201 HANCOCK AVENUE NEW BRANCH N.J. 07846 TELEPHONE (201) 841-8811						



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

Signature *[Handwritten Signature]*
 1/20/86
 (Date)



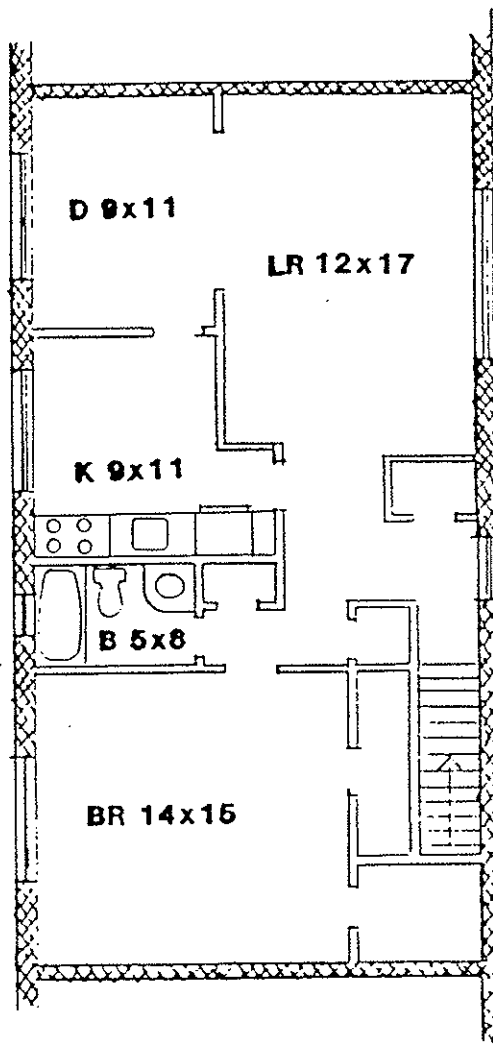
COMMON AREA



PERIMETER WALLS

PROJECT	WESTWOOD VILLAGE	364 WESTWOOD AVE.	1/3/86 1/1/86 1/1/86	DWG. NO.
DRAWING TITLE	UNIT 27 SECOND FLOOR	LONG BRANCH N.J.		
1 BEDROOM DELUXE "A"				
KAPLAN GAUNT-DE SANTIS ARCHITECTS				8550

DB4820-0116



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COMMON AREA



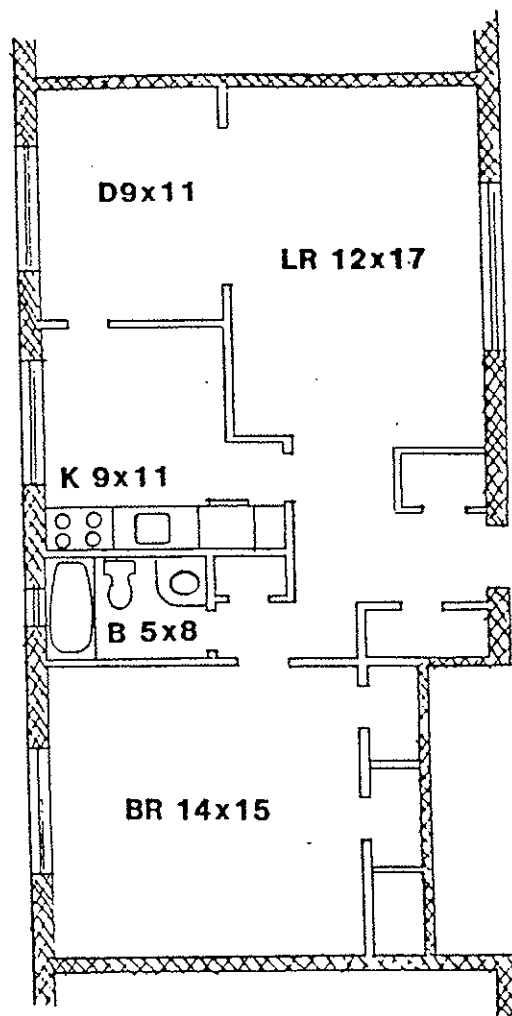
PERIMETER WALLS

Professo
(Date)

Signature

PROJECT	WESTWOOD VILLAGE	364 WESTWOOD AVE.	1/3/86	1/8 : 1/8	DWG. NO.
DRAWING TITLE	UNIT 28 SECOND FLOOR 1 BEDROOM DELUXE "A"	LONG BRANCH			
KAPLAN-GAUNT-DE SANTIS ARCHITECTS			8550		

BB4520-0117



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Colman L. Smith
Signature
1/20/86
(Date)



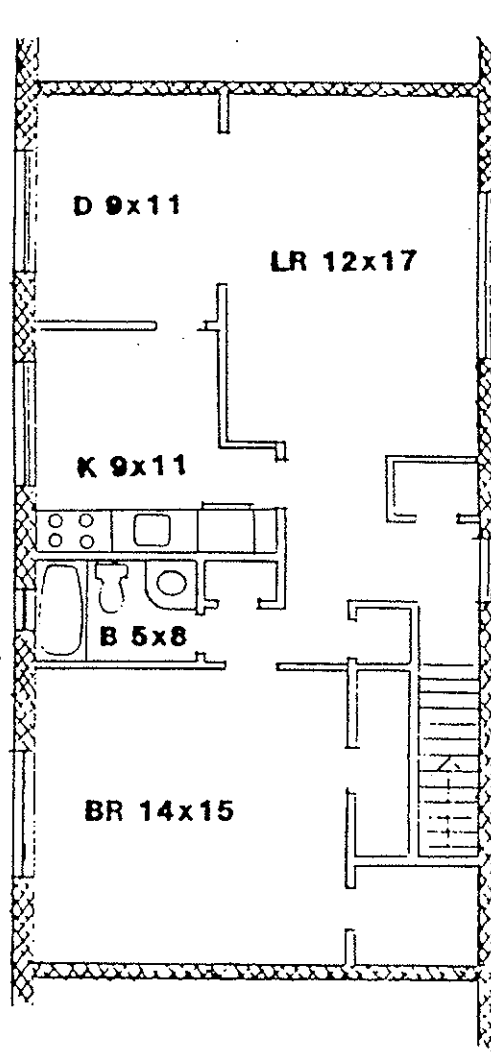
COMMON AREA



PERIMETER WALLS

PROJECT	WESTWOOD VILLAGE	364 WESTWOOD AVE.	DATE 1/3/86 SCALE 1/8" = 1'-0"	SHEET NO.
DRAWING TITLE:	UNIT 29 FIRST FLOOR 1 BEDROOM DELUXE "A"	LONG BRANCH N.J.		
KAPLAN-GALINT-DE SANTIS ARCHITECTS <small>201 AVENUE I, NEW YORK, N.Y. 10011-1001 TEL. (212) 691-8000</small>			DRAWING NO. 8550	

DB4820-0118



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

Edmund Kravitz
Signature
1/20/86
(Date)



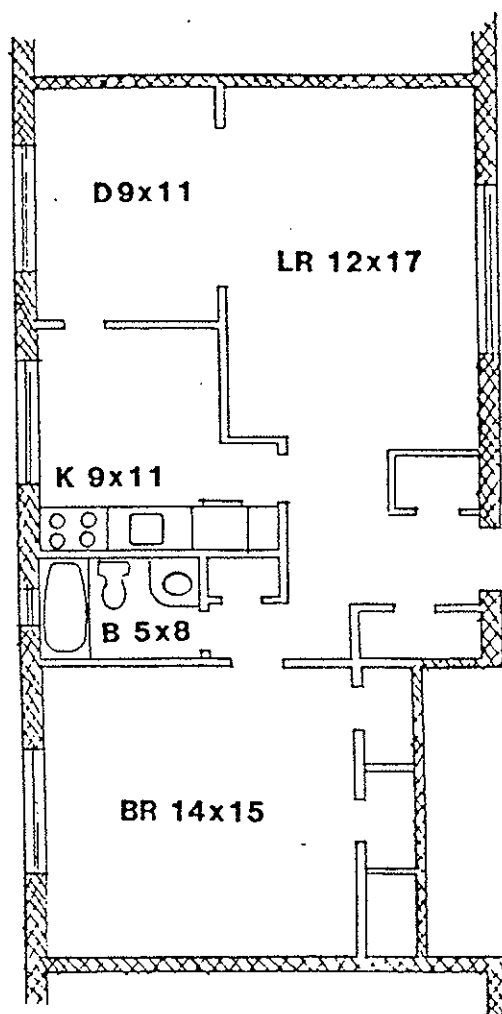
COMMON AREA



PERIMETER WALLS

PROJECT	WESTWOOD VILLAGE	304 WESTWOOD AVE.	DATE 1/3/86 1/8 : 1-0	DWG. NO.
DRAWING TITLE	UNIT 30 SECOND FLOOR 1 BEDROOM DELUXE "A"	LONG BRANCH		
KAPLAN GAUNT DESANTIS ARCHITECTS			DATE	8550

DB4820-0119



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Signature
1/20/86
(Date)



COMMON AREA



PERIMETER WALLS

PROJECT **WESTWOOD VILLAGE**
DRAWING TITLE: **UNIT 31 FIRST FLOOR**
1 BEDROOM DELUXE "A"

364 WESTWOOD AVE.
LONG BRANCH N.J.

DATE 1/3/86
SCALE 1/8" = 1'-0"

PROJ. NO.

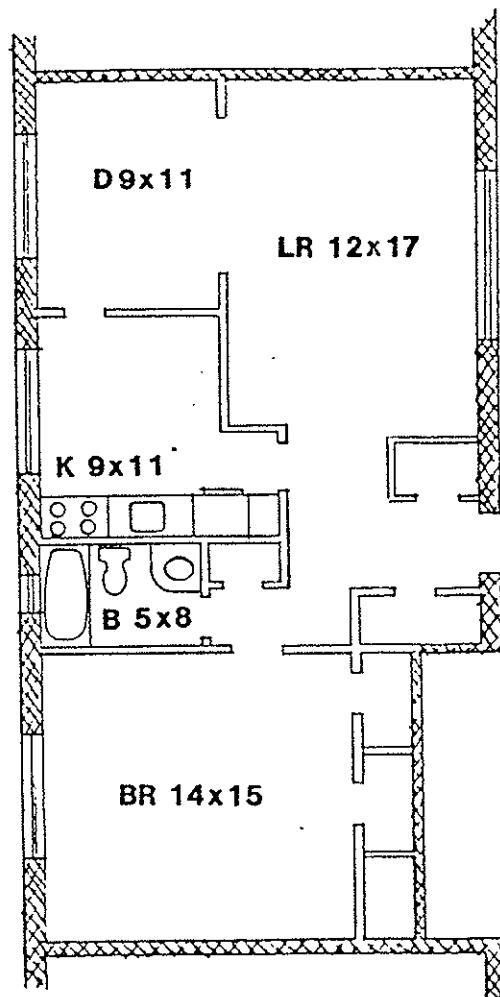
KAPLAN-GAUNT-DE SANTIS ARCHITECTS

300 HUNTER STREET, NEW YORK, N.Y. 10013-1001
TELEPHONE (212) 642-8001

COMM.

8550

004820-0120



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Chun B. K. Bann
Signature
1/20/86
(Date)



COMMON AREA



PERIMETER WALLS

PROJECT: **WESTWOOD VILLAGE**
DRAWING TITLE: **UNIT 32 FIRST FLOOR**
1 BEDROOM DELUXE "A"

364 WESTWOOD AVE.
LONG BRANCH N.J.

DATE: 1/3/86

SCALE: 1/8" = 1'-0"

SYMBOL NO.

KAPLAN · GAUNT · DE SANTIS ARCHITECTS

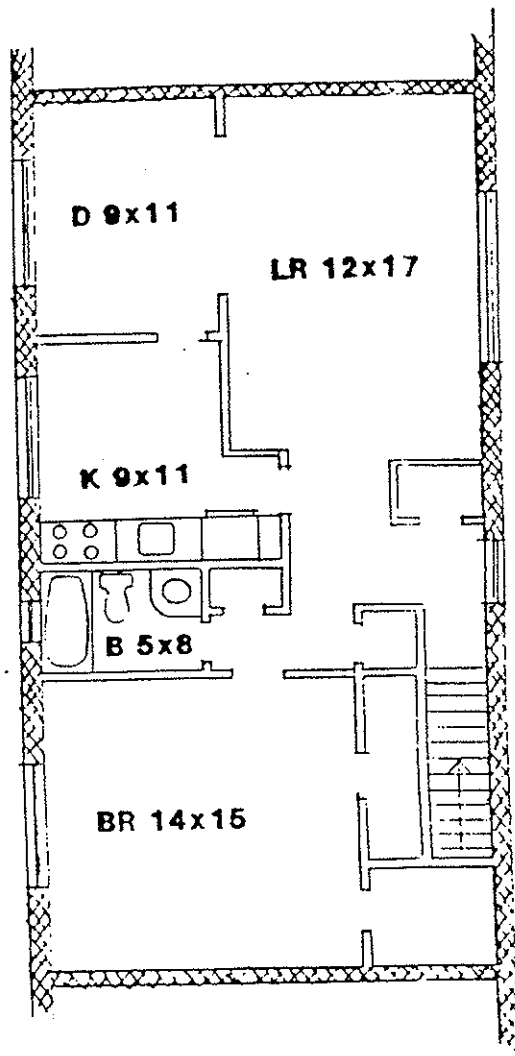
201 MARKET AVENUE NEW YORK, N.Y. 10011

TELEPHONE (212) 647-8000

COMM.

8550

DB4820-0121



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[Signature]
Signature
1/10/86
(Date)



COMMON AREA



PERIMETER WALLS

PROJECT: WESTWOOD VILLAGE
DRAWING TITLE: UNIT 33 SECOND FLOOR
1 BEDROOM DELUXE "A"

364 WESTWOOD AVE.
LONG BRANCH

DATE: 1/3/86

SCALE: 1/8" = 1'-0"

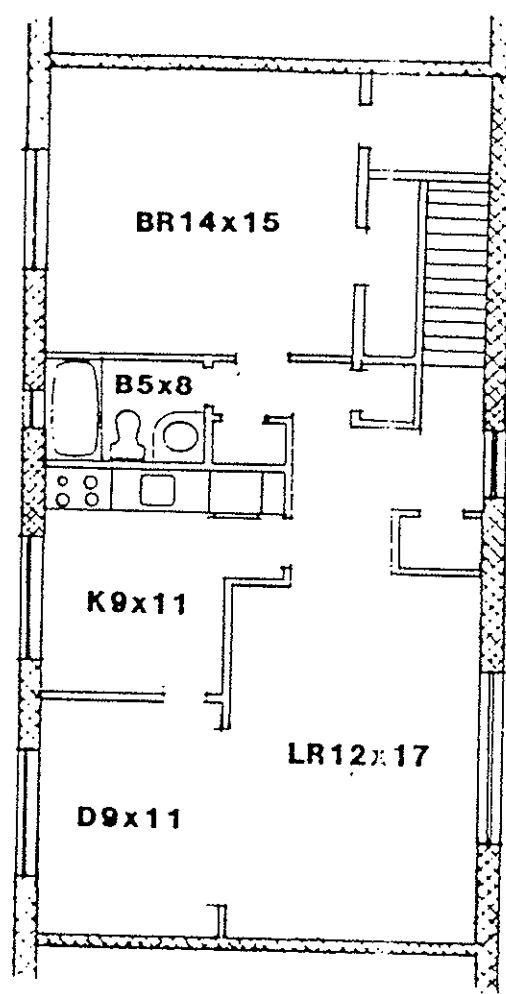
DWG. NO.

KAPLAN GALINT DE SANTIS ARCHITECTS

8550

004520-0122

034820-0123



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[Signature]
Signature
1/20/86
(Date)



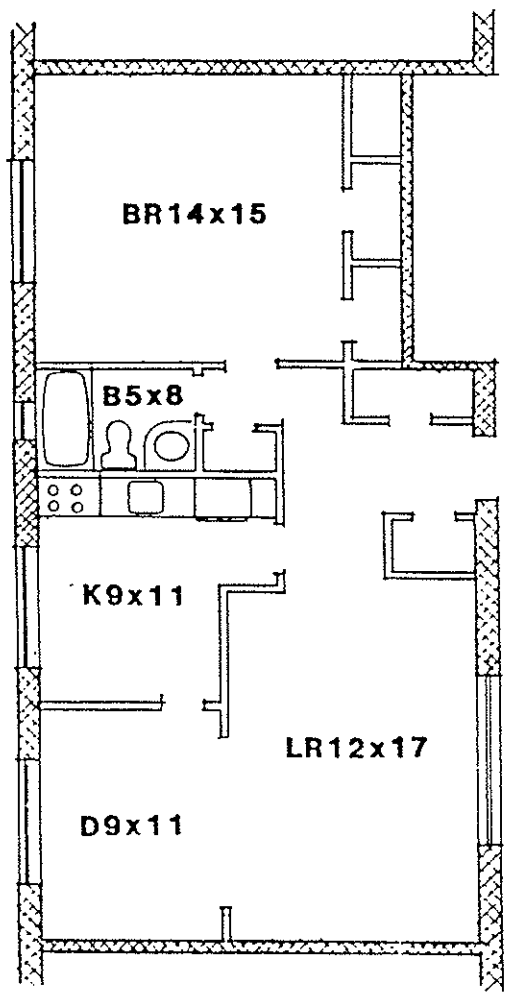
COMMON AREA



PERIMETER WALLS

PROJECT	WESTWOOD VILLAGE	364 WESTWOOD AVE.	DWG. NO.
DRAWING TITLE	UNIT 34 SECOND FLOOR	LONG BRANCH N.J.	
1 BEDROOM DELUXE "A"			DATE 1/23/86
KAPLAN GAUNT-DE SANTIS ARCHITECTS			COMB 8550

034520-0124



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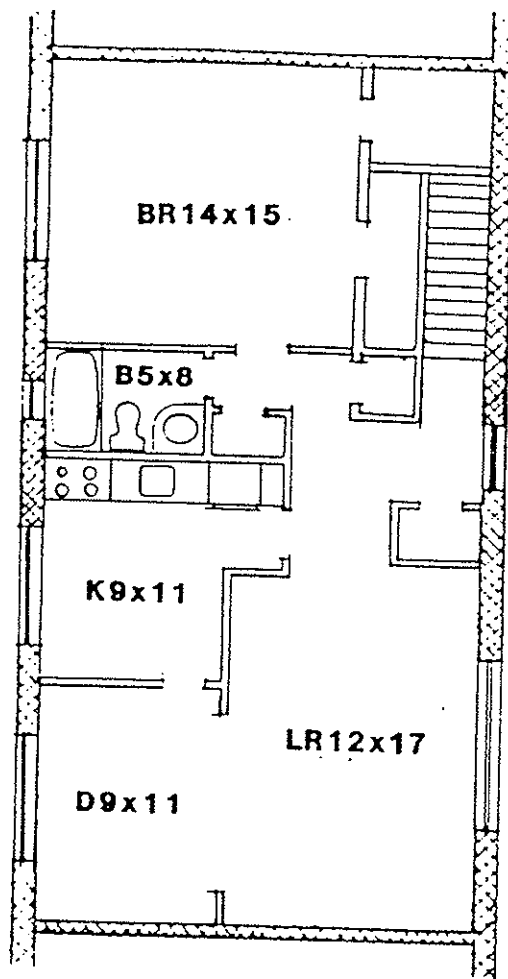
COMMON AREA



PERIMETER WALLS

[Signature]
Signature
1/20/86
(Date)

PROJECT	WESTWOOD VILLAGE	364 WESTWOOD AVE.	DATE 1/3/86 SCALE 1/8" = 1'-0"	DWG. NO.
DRAWING TITLE:	UNIT 35 FIRST FLOOR	LONG BRANCH N.J.		
1 BEDROOM DELUXE "A"			COMM.	8550
KAPLAN · GALINT · DE SANTIS ARCHITECTS				



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



COMMON AREA

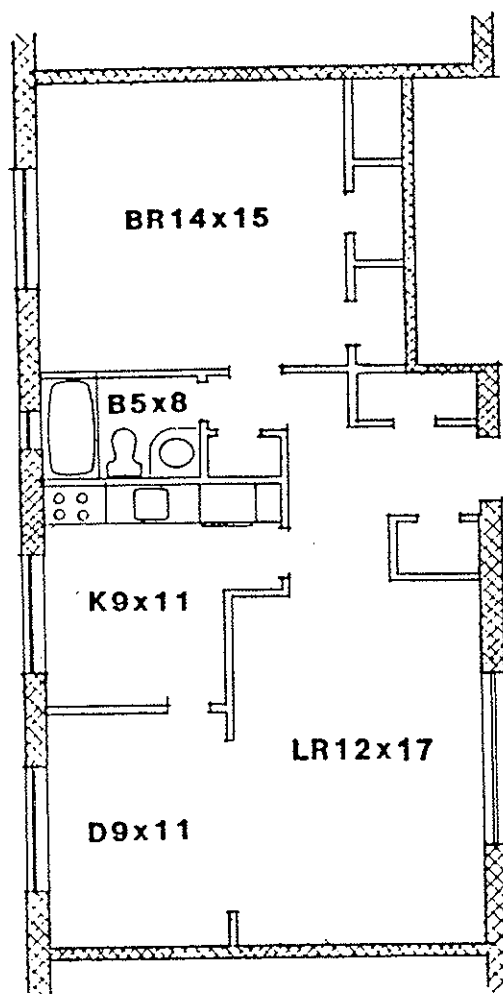


PERIMETER WALLS

[Signature]
Signature
1/1/86
(Date)

034820-0125

PROJECT	WESTWOOD VILLAGE	364 WESTWOOD AVE.	SHEET NO.
DRAWING TITLE	UNIT 36 SECOND FLOOR	LONG BRANCH N.J.	
1 BEDROOM DELUXE "A"			DATE
KAPLAN GAUNT-DE SANTIS ARCHITECTS			8550



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COMMON AREA



PERIMETER WALLS

1/20/86
(Date)

Signature

PROJECT WESTWOOD VILLAGE
DRAWING TITLE: UNIT 37 FIRST FLOOR
1 BEDROOM DELUXE "A"

364 WESTWOOD AVE.
LONG BRANCH N.J.

DATE 1/3/86

SCALE 1/8" = 1'-0"

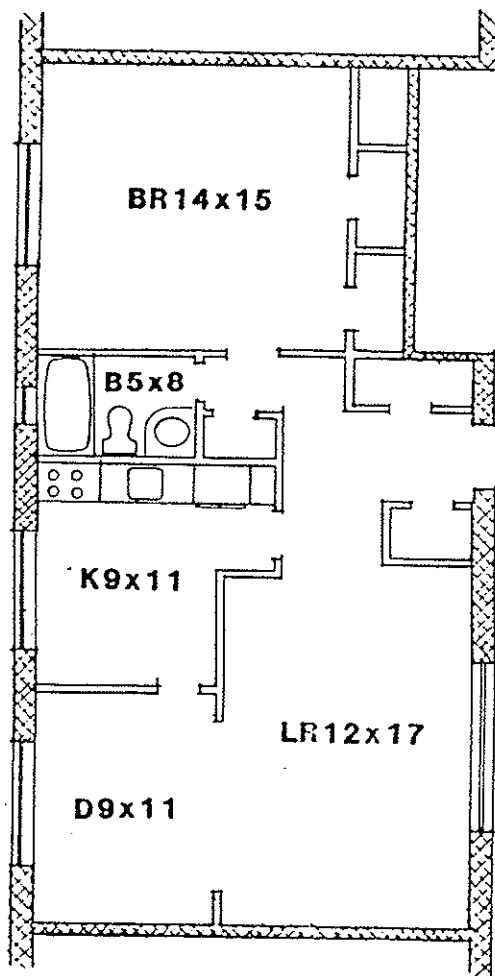
DWG. NO.

KAPLAN GALINT-DE SANTIS ARCHITECTS

CONTR.

8550

039320-0126



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COMMON AREA



PERIMETER WALLS

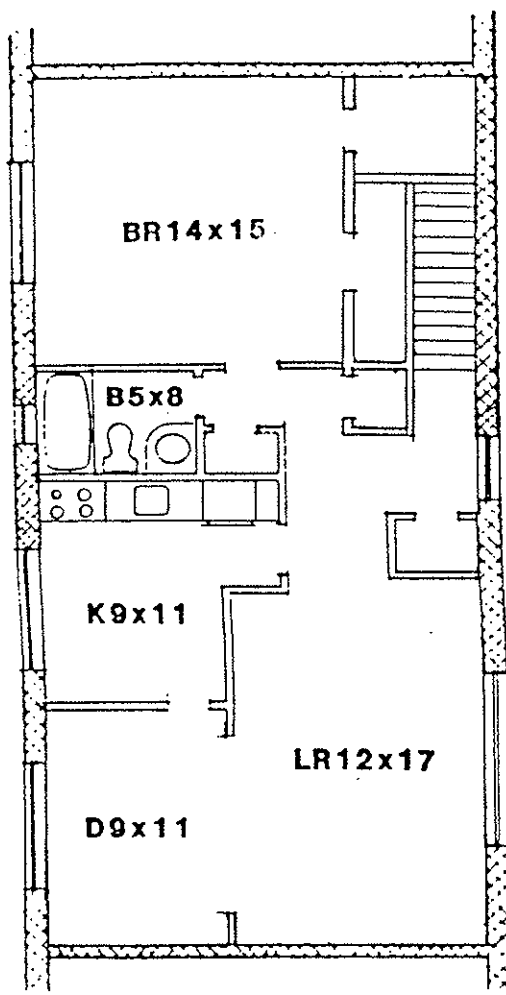
Samuel A. Santis
Signature

1/21/86
(Date)

034820-0127

PROJECT WESTWOOD VILLAGE		364 WESTWOOD AVE.		DWG. NO.
DRAWING TITLE: UNIT 38 FIRST FLOOR		LONG BRANCH N.J.		
1 BEDROOM DELUXE "A"		DATE 1/31/86	SCALE 1/8" = 1'-0"	COMM 8550
KAPLAN · GALINT · DE SANTIS · ARCHITECTS				

D34020-0128



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



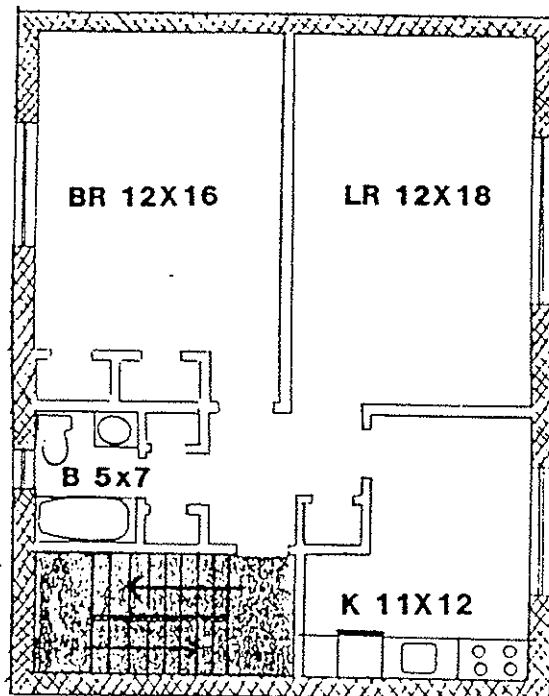
COMMON AREA



PERIMETER WALLS

[Signature]
Signature
1/26/86
(Date)

PROJECT	WESTWOOD VILLAGE	364 WESTWOOD AVE.	DATE 1/3/86	SCALE 1/4" = 1'-0"	DRAWN BY [Blank]
DRAWING TITLE	UNIT 39 SECOND FLOOR	LONG BRANCH N.J.			
1 BEDROOM DELUXE "A"			DATE 1/3/86	SCALE 1/4" = 1'-0"	DRAWN BY [Blank]
KAPLAN-GALINT-DE SANTIS ARCHITECTS			COUNT 8550		



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



COMMON AREA



PERIMETER WALLS

[Signature]
Signature
(Date)

034820-0129

PROJECT: **WESTWOOD VILLAGE**
DRAWING TITLE: **UNIT 40 FIRST FLOOR**
1 BEDROOM

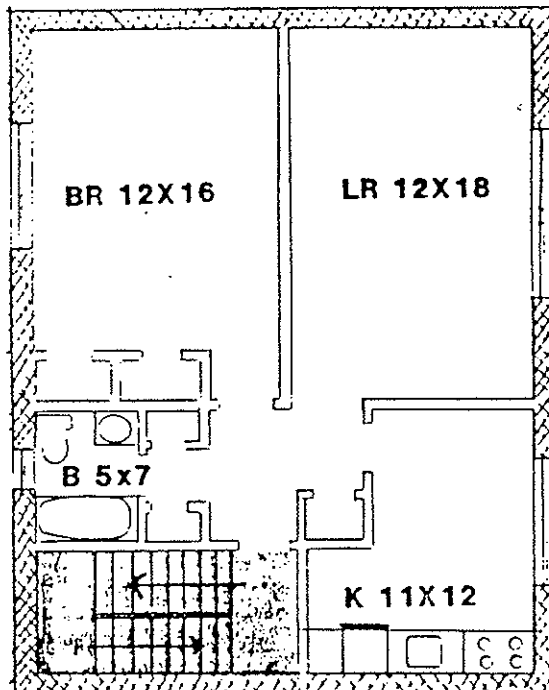
364 WESTWOOD AVE.
LONG BRANCH N.J.

DATE: 9/3/86
SCALE: 1/8" = 1'-0"

DWG. NO.

KAPLAN-GAUNT-DE SANTIS ARCHITECTS
301 MAPLE AVENUE NEW BRUNSWICK, NEW JERSEY 08901
TELEPHONE (609) 825-1100

COMM. NO.
8550



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

[Signature]
Signature
1/20/86
(Date)



COMMON AREA



PERIMETER WALLS

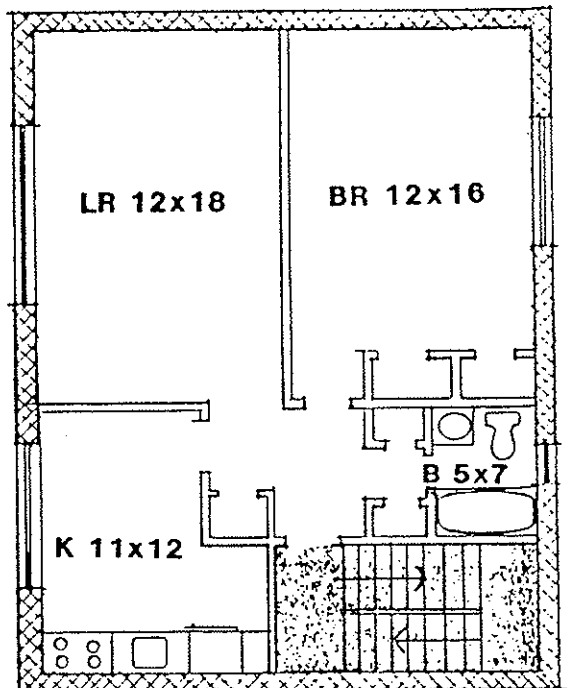
034620-0130

PROJECT **WESTWOOD VILLAGE**
DRAWING TITLE **UNIT 41 SECOND FLOOR**
1 BEDROOM

364 WESTWOOD AVE.
LONG BRANCH N.J.

98/1	0-1/8	DATE
1/3/86	1/8	1/8
DRAWING NO.		8550

KAPLAN GAUNT-DE SANTIS ARCHITECTS



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

Signature

1/28/86
(Date)



COMMON AREA



PERIMETER WALLS

D34820-0131

PROJECT: WESTWOOD VILLAGE

364 WESTWOOD AVE.
LONG BRANCH N.J.

DRAWING TITLE: UNIT 42 FIRST FLOOR

1 BEDROOM

DATE: 1/3/86

SCALE: 1/8" = 1'-0"

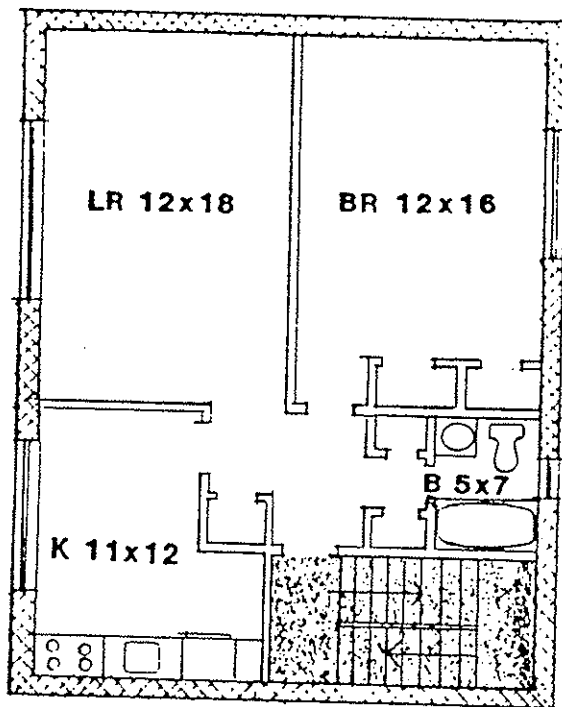
SHVC. NO.

KAPLAN GAUNT-DE SANTIS ARCHITECTS

CONTR.

8550

034020-0132



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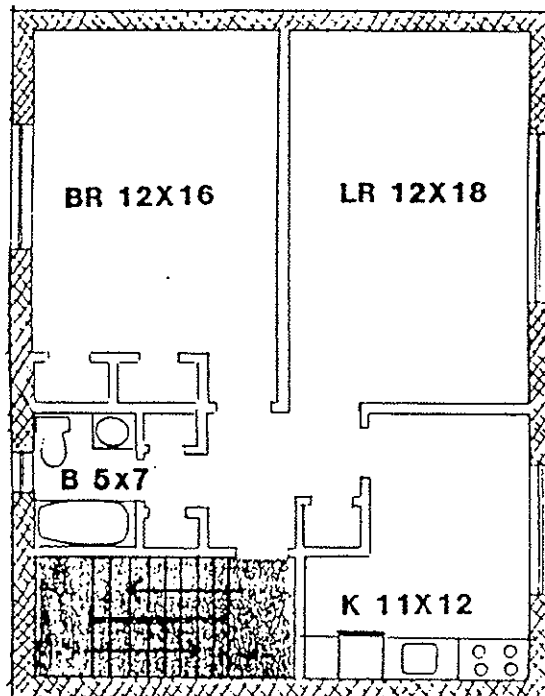
COMMON AREA



PERIMETER WALLS

Donald K. Campbell
Signature
1/10/80
(Date)

PROJECT	WESTWOOD VILLAGE	364 WESTWOOD AVE.	DWG. NO.
DRAWING TITLE	UNIT 43 SECOND FLOOR 1 BEDROOM	LONG BRANCH N.J.	
KAPLAN GAUNT DE SANTIS ARCHITECTS			DATE 1/3/85 SCALE 1/8" = 1'-0" DRAWN BY 8550



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

[Signature]
Signature
1/20/86
(Date)



COMMON AREA



PERIMETER WALLS

054020-0103

PROJECT: **WESTWOOD VILLAGE**
DRAWING TITLE: **UNIT 44 FIRST FLOOR**
1 BEDROOM

364 WESTWOOD AVE.
LONG BRANCH N.J.

DATE 1/3/86

SCALE 1/8" = 1'-0"

DWG. NO.

KAPLAN GAUNT DE SANTIS ARCHITECTS

300 HUNTER AVENUE, RED BANK, NEW JERSEY 08041-1700

TELEPHONE (609) 841-1700

OWNER

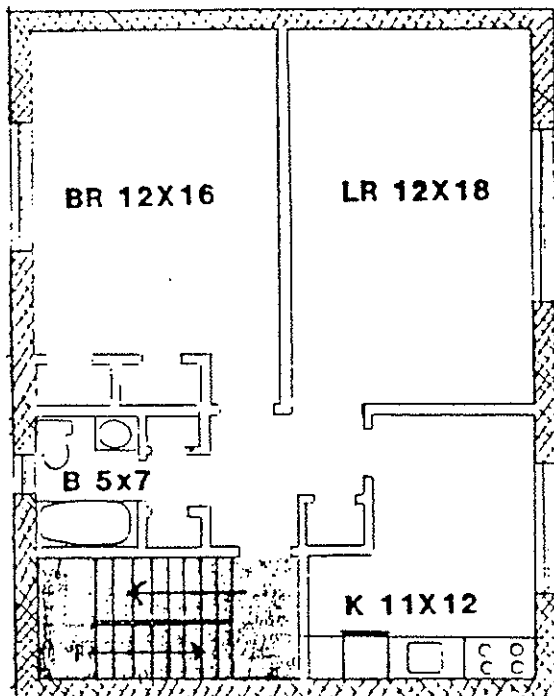
8550

ENC. NO.

Owner

8550

DB4620-0134



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



COMMON AREA



PERIMETER WALLS

1/20/86
(Date)

Signature

PROJECT **WESTWOOD VILLAGE**
DRAWING TITLE **UNIT 45 SECOND FLOOR**
1 BEDROOM

364 WESTWOOD AVE.
LONG BRANCH N.J.

DATE 1/3/86

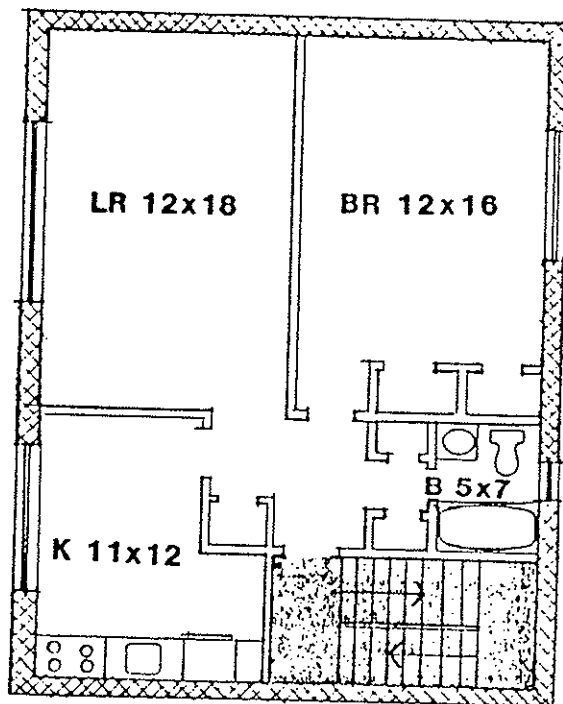
SCALE 1/8" = 1'-0"

BY: J. MC

KAPLAN GAUNT DE SANTIS ARCHITECTS

OWNER

8550



DC4620-0135

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



COMMON AREA



PERIMETER WALLS

[Signature]
Signature
1/10/86
(Date)

PROJECT: WESTWOOD VILLAGE
DRAWING TITLE: UNIT 46 FIRST FLOOR
1 BEDROOM

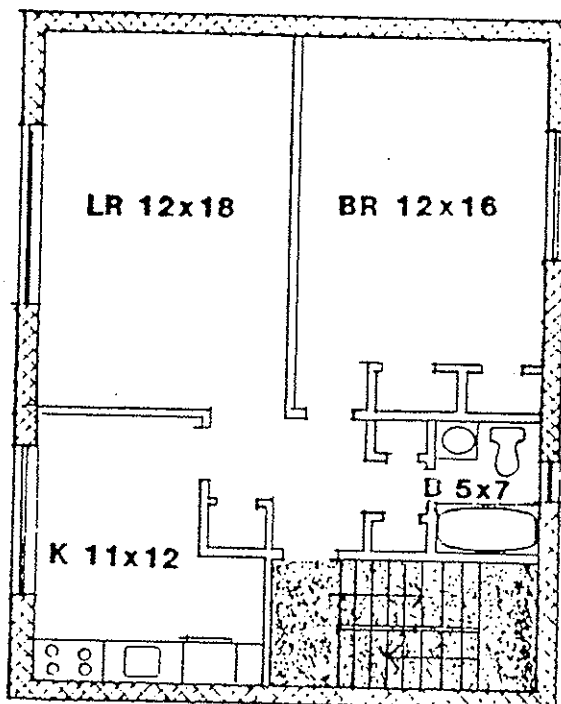
364 WESTWOOD AVE.
LONG BRANCH N.J.

DATE 1/3/86
SCALE 1/8" = 1'-0"

BY: J. D.

KAPLAN-GAUNT-DE SANTIS ARCHITECTS
1000 10TH AVENUE NEW YORK, N.Y. 10018
TELEPHONE (212) 633-8800

8550



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



COMMON AREA



PERIMETER WALLS

[Signature]
Signature
1/20/86
(Date)

PROJECT WESTWOOD VILLAGE
DRAWING TITLE UNIT 47 SECOND FLOOR
1 BEDROOM

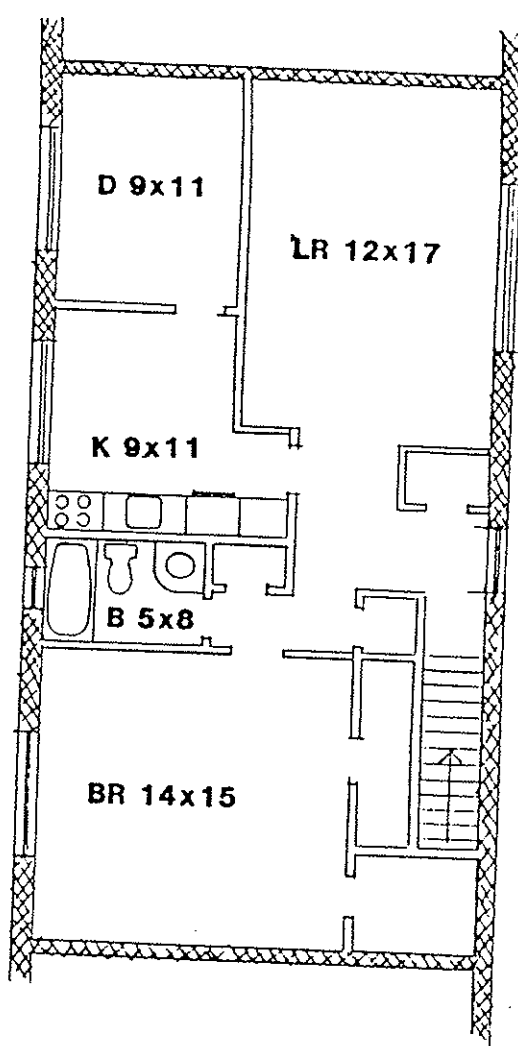
364 WESTWOOD AVE.
LONG BRANCH N.J.

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

KAPLAN-GALINT-DE SANTIS ARCHITECTS

00000
8550

034820-0136



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1/10/87
(Date)

Signature



COMMON AREA



PERIMETER WALLS

DB4820-0137

PROJECT

WESTWOOD VILLAGE

DRAWING TITLE: UNIT 48 SECOND FLOOR
1 BEDROOM DELUXE "B"

364 WESTWOOD AVE.
LONG BRANCH

DATE 1/3/86

SCALE 1/8" = 1'-0"

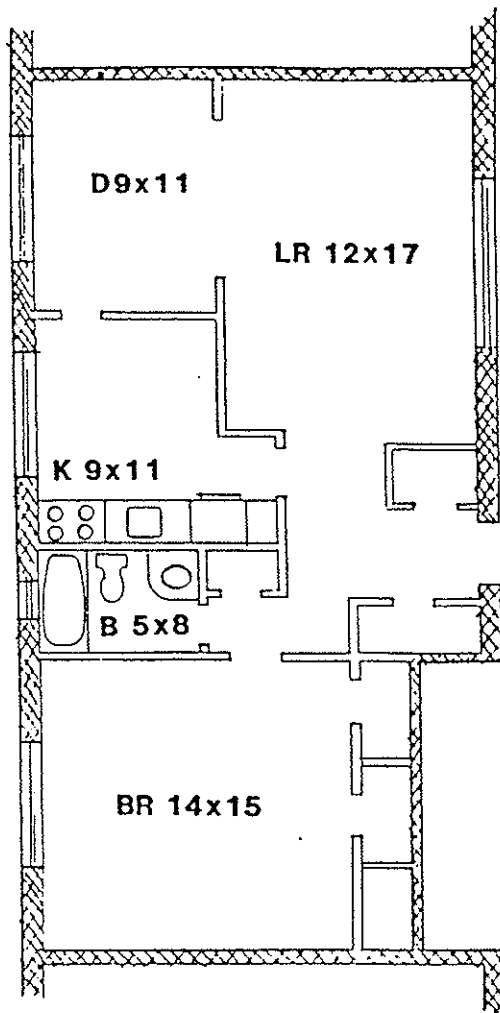
BWC. NO

KAPLAN-GALINT-DE SANTIS ARCHITECTS

COORD

8550

D56020-0138



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

[Signature]
Signature
1/10/86
(Date)



COMMON AREA



PERIMETER WALLS

PROJECT **WESTWOOD VILLAGE**
DRAWING TITLE: **UNIT 49 FIRST FLOOR**
1 BEDROOM DELUXE "A"

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

DATE 1/3/86

SCALE 1/8" = 1'-0"

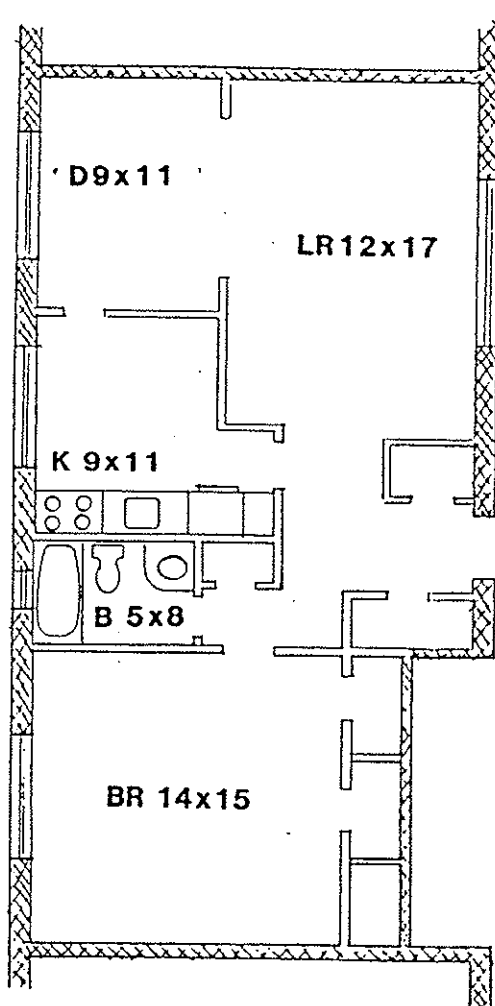
BLDG. NO.

KAPLAN GAUNT-DE SANTIS ARCHITECTS
201 MAPLE AVENUE RED BANK NEW JERSEY 08073-1700

TELEPHONE (609) 842-8001

OWNER

8550



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

Commack Realty
Signature
1/20/86
(Date)



COMMON AREA



PERIMETER WALLS

DB4820-0139

PROJECT: **WESTWOOD VILLAGE**
DRAWING TITLE: **UNIT 50 FIRST FLOOR**
1 BEDROOM DELUXE "A"

364 WESTWOOD AVE.
LONG BRANCH N.J.

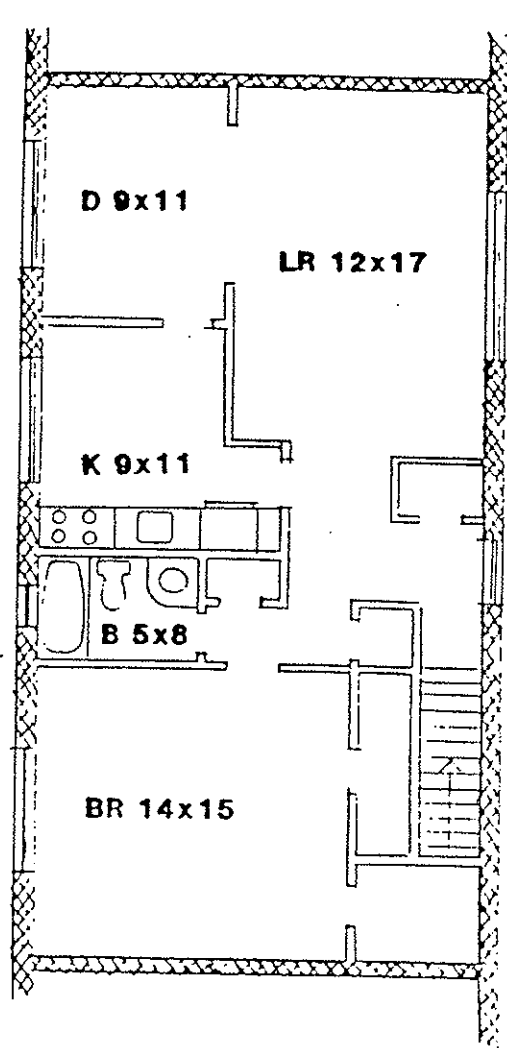
DATE 1/3/86

SCALE 1/8" = 1'-0"

DWG. NO.

KAPLAN-GAUNT-DE SANTIS ARCHITECTS
311 MAPLE AVENUE NEW BRIDGE, N.J. 08857
TELEPHONE (201) 841-8811

COMM. NO.
8550



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
DRAWING TITLE: UNIT 51 SECOND FLOOR
1 BEDROOM DELUXE "A"

364 WESTWOOD AVE.
LONG BRANCH

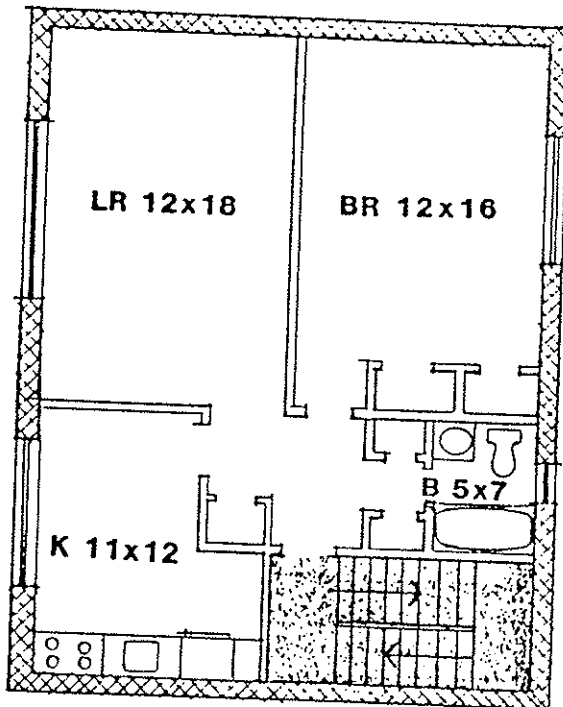
KAPLAN GALINT DE SANTIS ARCHITECTS

DATE 1/3/86

SCALE 1/8" = 1'-0"

DRG. NO.

8550



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

Signature

(Date)

COMMON AREA

PERIMETER WALLS

PROJECT WESTWOOD VILLAGE

DRAWING TITLE: UNIT 52 FIRST FLOOR

1 BEDROOM

364 WESTWOOD AVE.
LONG BRANCH N.J.

CITY 1/3/86

SCALE 1/8" = 1'-0"

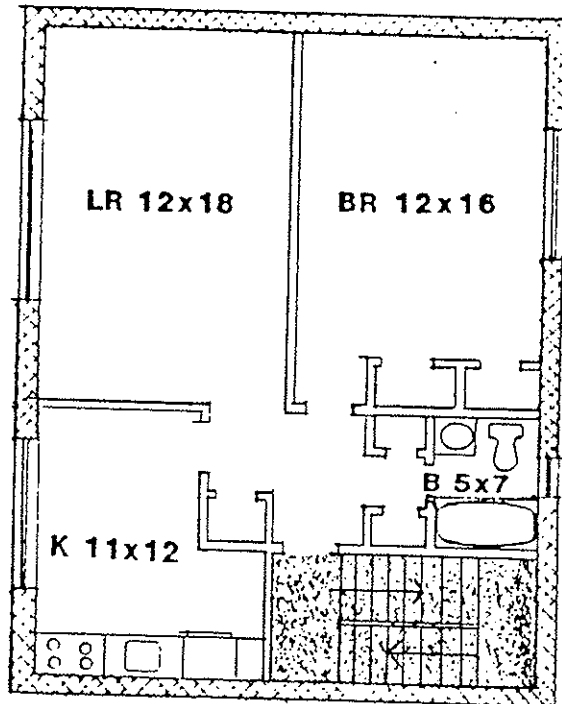
DWG. NO.

KAPLAN GAUNT-DE SANTIS ARCHITECTS

CONTR.

8550

D34820-0141



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



COMMON AREA

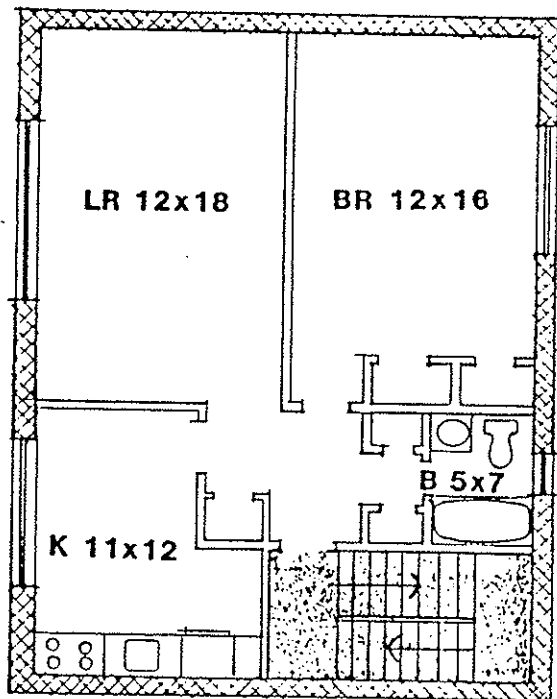


PERIMETER WALLS

[Signature]
Signature
1/10/86
(Date)

034620-0142

PROJECT	WESTWOOD VILLAGE	364 WESTWOOD AVE.	DWG. NO.
DRAWING TITLE	UNIT 53 SECOND FLOOR	LONG BRANCH N.J.	
	1 BEDROOM		
KAPLAN GAUNT-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

Signature

(Date)

PROJECT: WESTWOOD VILLAGE
DRAWING TITLE: UNIT 54 FIRST FLOOR
1 BEDROOM

364 WESTWOOD AVE.
LONG BRANCH N.J.

DATE: 1/3/85

SCALE: 1/8" = 1'-0"

DWG. NO.

KAPLAN-GAUNT-DE SANTIS ARCHITECTS

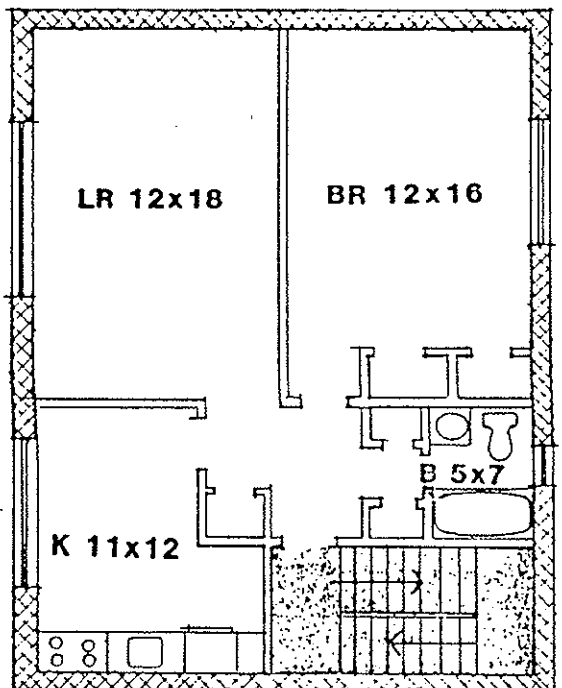
8550

DB4820-0143



Don't
8550

DECLASSIFIED BY: 6032
DATE: 11/19/2001
AUTHORITY: 25X-10000



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

[Signature]
Signature
1/2/86
(Date)



COMMON AREA



PERIMETER WALLS

034820-0145

PROJECT: **WESTWOOD VILLAGE**
DRAWING TITLE: **UNIT 56 FIRST FLOOR**
1 BEDROOM

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

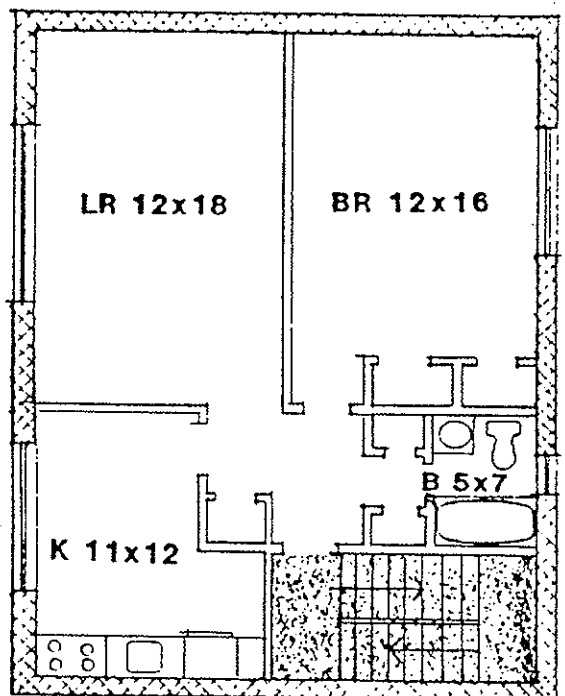
DATE 1/3/86
SCALE 1/8" = 1'-0"

BWC NO.

KAPLAN GAUNT-DE SANTIS ARCHITECTS
201 MAPLE AVENUE NEW BRANCH NEW JERSEY 07840

COMM.

8550



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

Samuel Gaunt
Signature
1/20/86
(Date)



COMMON AREA



PERIMETER WALLS

PROJECT WESTWOOD VILLAGE
DRAWING TITLE UNIT 57 SECOND FLOOR
1 BEDROOM

364 WESTWOOD AVE.
LONG BRANCH N.J.

1/3/86

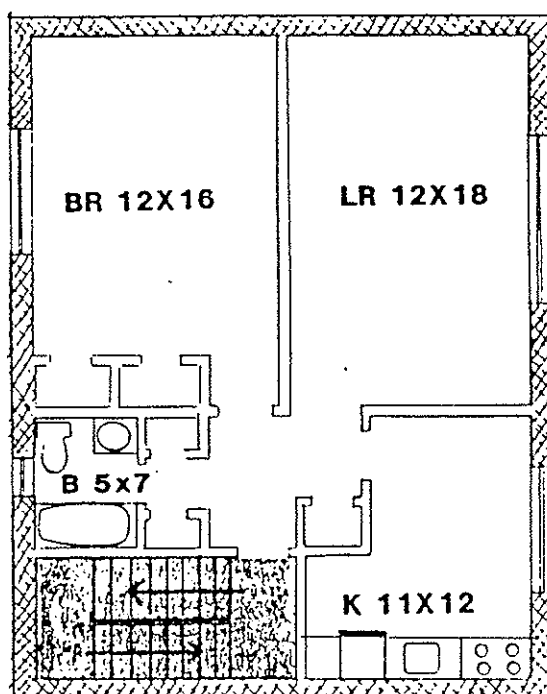
0-1 : 1/8

DWG. NO.

KAPLAN GAUNT-DE SANTIS ARCHITECTS

8550

004020-0146



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



COMMON AREA



PERIMETER WALLS

[Signature]
Signature

1/20/86
(Date)

PROJECT: **WESTWOOD VILLAGE**
DRAWING TITLE: **UNIT 58 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

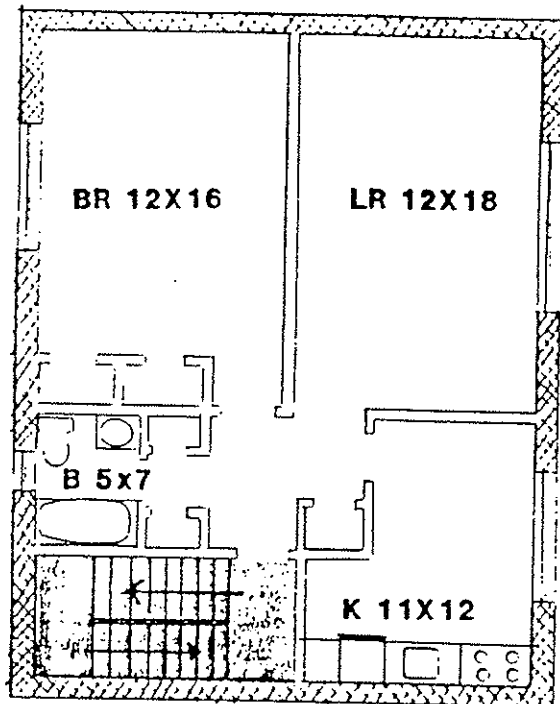
201 WALL AVENUE, 2ND FLOOR, NEW YORK, N.Y. 10011-1701

TELEPHONE (212) 647-8600

OWNER

8550

DB4820-0147



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



COMMON AREA



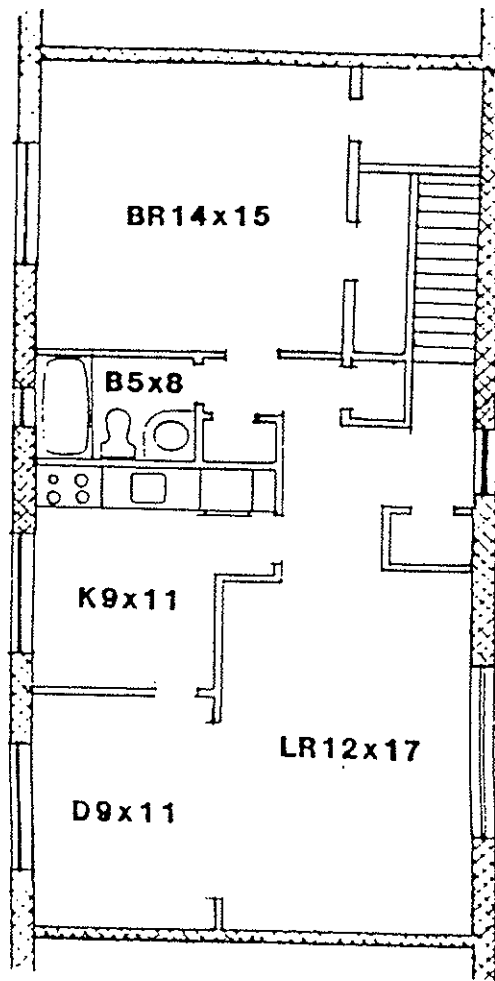
PERIMETER WALLS

C. P. [Signature]
Signature

1/20/86
(Date)

034620-0148

PROJECT WESTWOOD VILLAGE DRAWING TITLE: UNIT 59 SECOND FLOOR 1 BEDROOM	364 WESTWOOD AVE. LONG BRANCH N.J.	DATE 1/3/86 SCALE 1/8" = 1'-0" DWG. NO. 8550
KAPLAN GAUNT-DE SANTIS ARCHITECTS <small>BY: [Signature] DATE: 1/20/86</small>		8550



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

Edmund K. Gaunt
Signature
1/20/86
(Date)



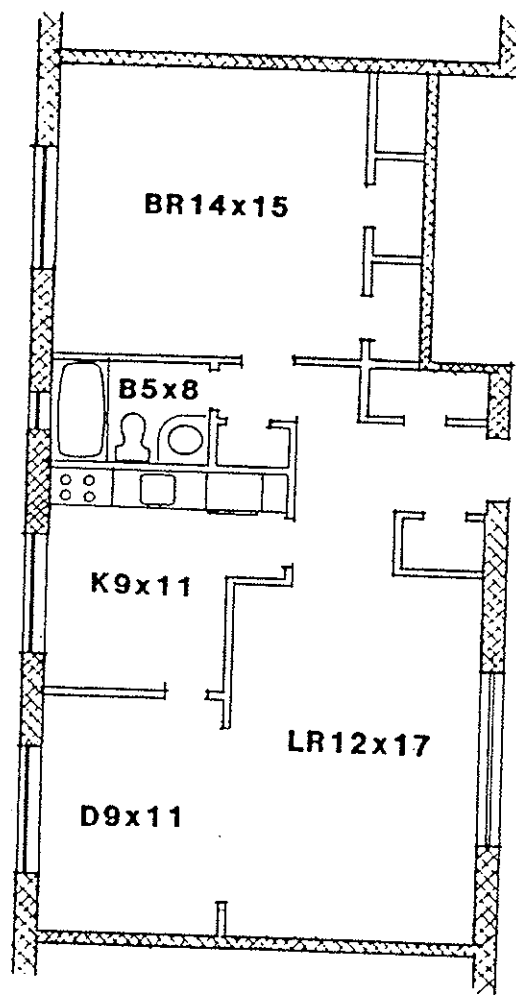
COMMON AREA



PERIMETER WALLS

034820-0149

PROJECT	WESTWOOD VILLAGE	364 WESTWOOD AVE.	SHEET NO. 1/3/86 1/3/86 1/3/86	RVC PL
DRAWING TITLE	UNIT 60 SECOND FLOOR	LONG BRANCH N.J.		
1 BEDROOM DELUXE "A"			DATE	COMPL.
KAPLAN GAUNT-DE SANTIS ARCHITECTS			8550	



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

[Signature]
Signature

1/20/86
(Date)



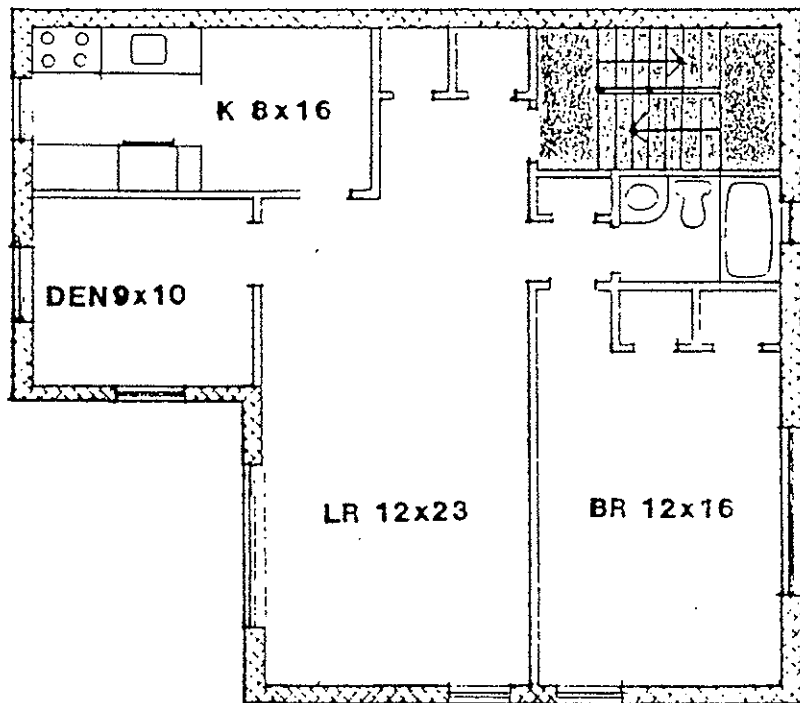
COMMON AREA



PERIMETER WALLS

D34620-0150

PROJECT WESTWOOD VILLAGE		364 WESTWOOD AVE.	
DRAWING TITLE: UNIT 61 FIRST FLOOR		LONG BRANCH N.J.	
1 BEDROOM DELUXE "A"		DATE 1/3/86	SCALE 1/8" = 1'-0"
KAPLAN-GALINT-DE SANTIS ARCHITECTS		PROJECT NO.	8550



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Signature
 1/10/86
 (Date)



COMMON AREA



PERIMETER WALLS

034820-0151

PROJECT WESTWOOD VILLAGE
 DRAWING TITLE UNIT 62 FIRST FLOOR
 1 BEDROOM DELUXE W/DEN

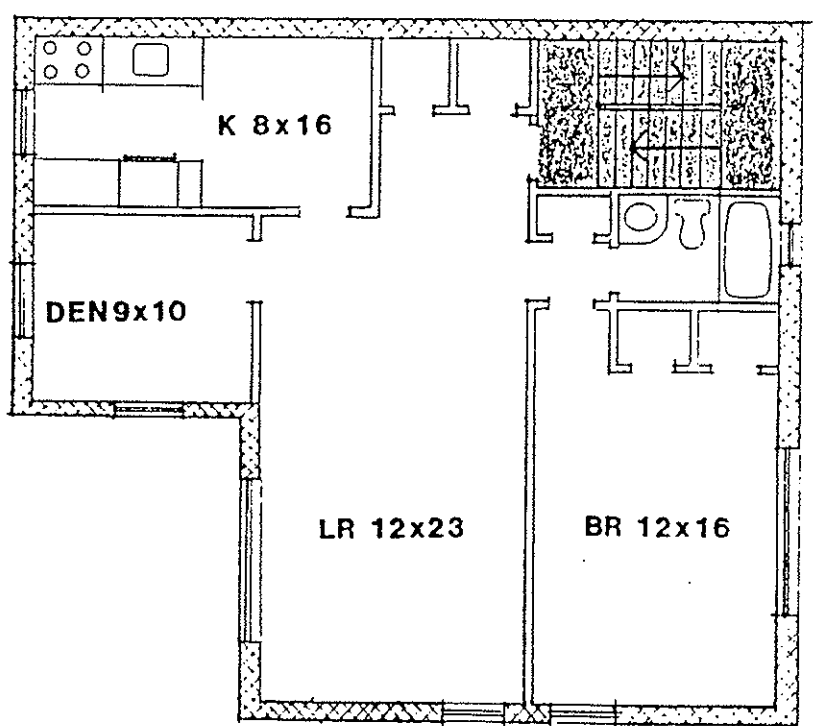
364 WESTWOOD AVE.
 LONG BRANCH N.J.

DATE: 1/10/86
 BY: J.T.
 CHECKED: J.T.

KAPLAN-GALINT-DE SANTIS ARCHITECTS

8550

034020-0152



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

Chunhui Kuo
Signature
1/20/86
(Date)

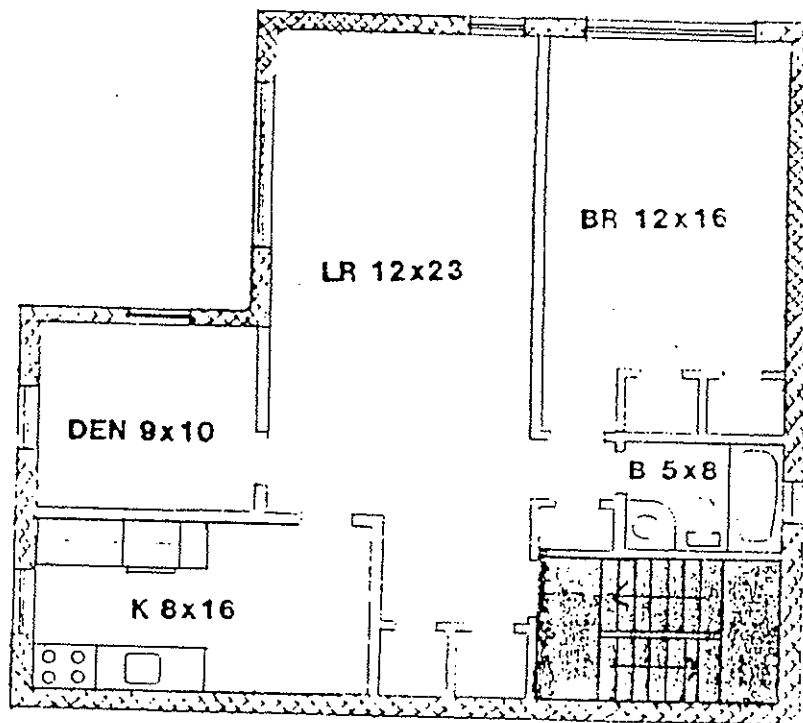


COMMON AREA



PERIMETER WALLS

PROJECT	WESTWOOD VILLAGE	364 WESTWOOD AVE. LONG BRANCH N.J.	DATE 1/23/86	SCALE 1/8" = 1'-0"	DWG. NO.
DRAWING TITLE	UNIT 63 SECOND FLOOR 1 BEDROOM DELUXE W/DEN				
KAPLAN GALINT DE SANTIS ARCHITECTS <small>100 HAWLEY AVENUE NEW YORK, N.Y. 10021-1109</small>			CCTHAW 8550		



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



COMMON AREA



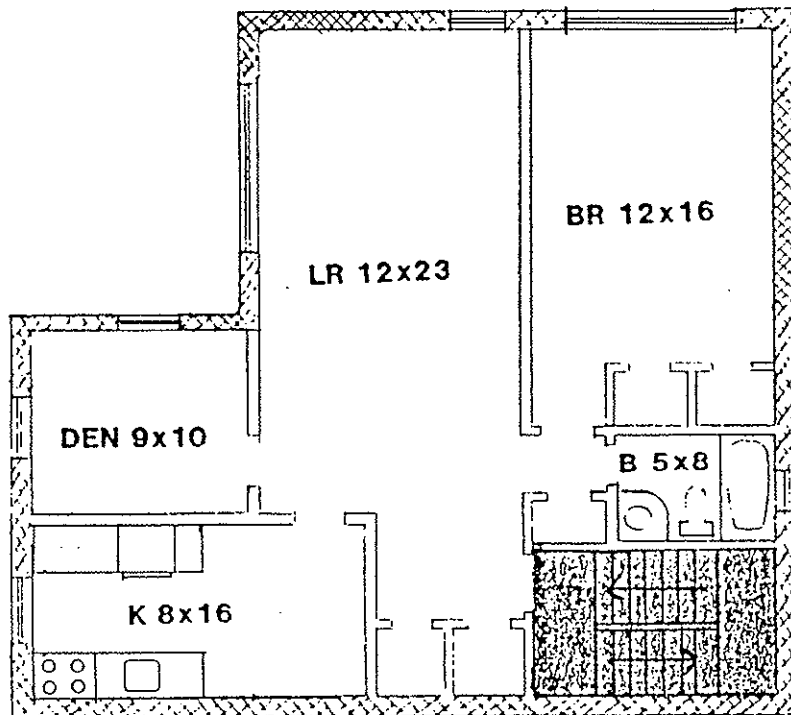
PERIMETER WALLS

1/20/86
 [Signature]
 [Name]
 [Title]

084820-0153

PROJECT: WESTWOOD VILLAGE		364 WESTWOOD AVE.		SHEET NO.
DRAWING TITLE: UNIT 64 FIRST FLOOR		LONG BRANCH N.J.		
- 1 BEDROOM DELUXE W/DEN				DATE: 1/20/86 SCALE: 1/8" = 1'-0"
KAPLAN GAUNT-DE SANTIS ARCHITECTS				
8550				

036020-0154



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

1/20/87
(Date)
Signature



COMMON AREA



PERIMETER WALLS

PROJECT WESTWOOD VILLAGE
DRAWING TITLE UNIT 65 SECOND FLOOR
1 BEDROOM DELUXE W/DEN

364 WESTWOOD AVE.
LONG BRANCH N.J.

DATE 1/3/86

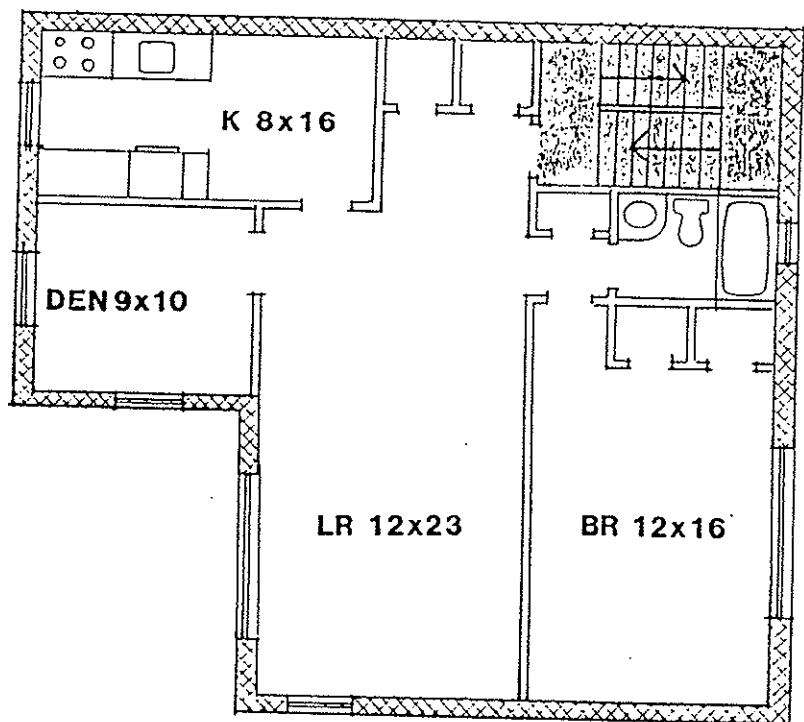
SCALE 1/8" = 1'-0"

DWG. NO.

KAPLAN, GALINT, DE SANTIS ARCHITECTS

CONTR.

8550



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

Edmund K. Smith
Signature
1/30/86
(Date)



COMMON AREA



PERIMETER WALLS

PROJECT: WESTWOOD VILLAGE
DRAWING TITLE: UNIT 66 FIRST FLOOR
1 BEDROOM DÉLUXE W/DEN

364 WESTWOOD AVE.
LONG BRANCH N.J.

DATE 1/3/86

SCALE 1/8" = 1'-0"

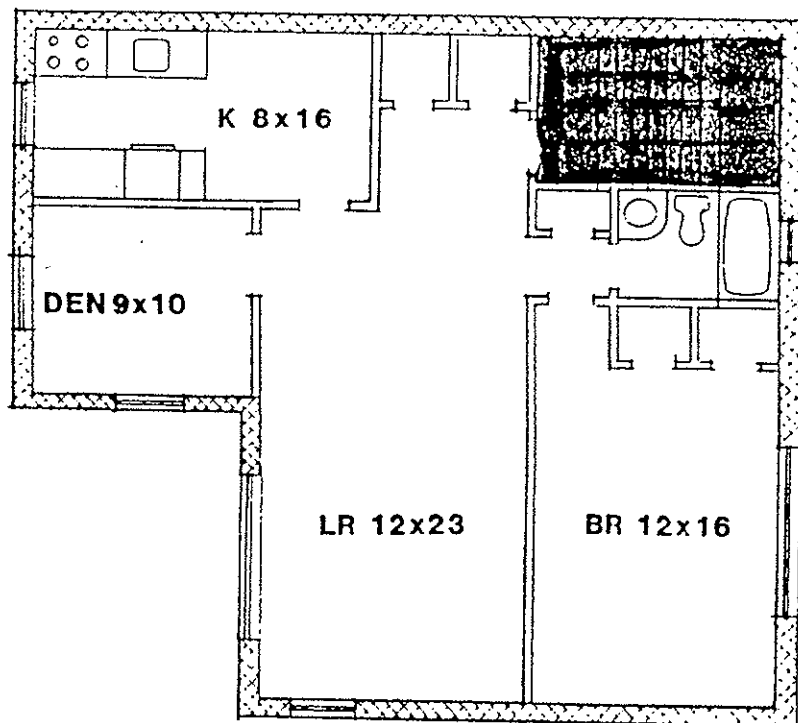
DWG. NO.

KAPLAN-GAUNT-DE SANTIS ARCHITECTS
301 MAPLE AVENUE, RED BANK, NEW JERSEY 07068-1701
TELEPHONE (201) 843-8011

COMM

8550

084820-0155



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Chun-Hsiang Santis
Signature
1/20/86
(Date)



COMMON AREA



PERIMETER WALLS

ED6020-0156

PROJECT WESTWOOD VILLAGE
DRAWING TITLE UNIT 67 SECOND FLOOR
1 BEDROOM DELUXE W/DEN

364 WESTWOOD AVE.
LONG BRANCH N.J.

DATE 1/3/86
SCALE 1/8" = 1'-0"

DWG. NO.

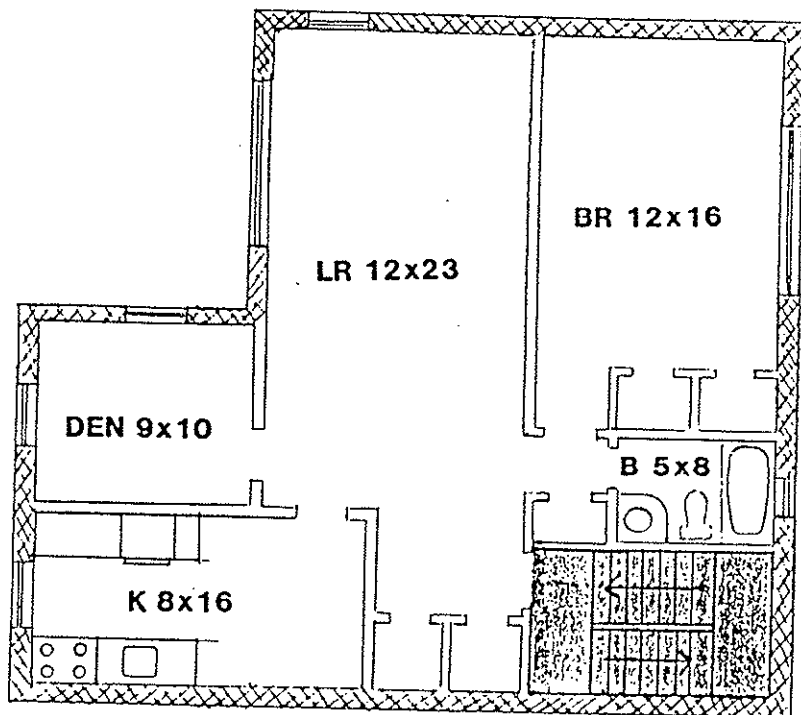
KAPLAN-GALINT-DE SANTIS ARCHITECTS

201 HUNTER AVENUE, 3RD FLOOR, NEW BRUNSWICK, N.J. 08901

TELEPHONE (201) 841-8000

OWNER
8550

DB4820-0157



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

[Signature]
Signature
1/10/86
(Date)



COMMON AREA



PERIMETER WALLS

PROJECT: **WESTWOOD VILLAGE**
DRAWING TITLE: **UNIT 68** FIRST FLOOR
1 BEDROOM DELUXE W/DEN

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

DATE 1/3/86

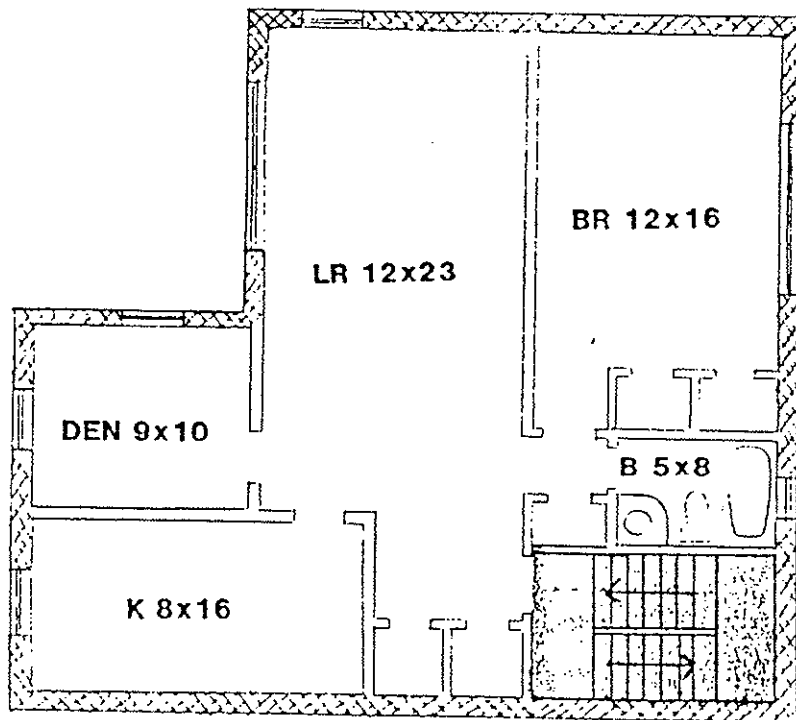
SCALE 1/8" = 1'-0"

DWG. NO.

KAPLAN GAUNT DE SANTIS ARCHITECTS
30 MAPLE AVENUE RED BANK NEW JERSEY 07068
TELEPHONE (609) 842-0001

CONTR. NO.
8550

004020-0158



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

[Signature]
Signature
1/10/86
(Date)



COMMON AREA



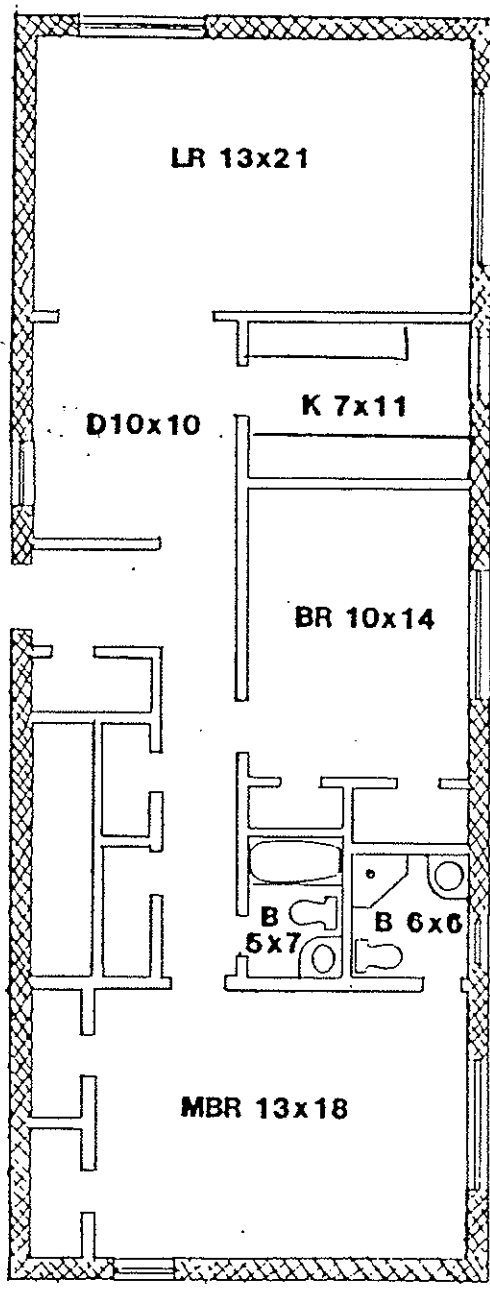
PERIMETER WALLS



PROJECT WESTWOOD VILLAGE		364 WESTWOOD AVE.	
DRAWING TITLE UNIT 69 SECOND FLOOR		LONG BRANCH N.J.	
1 BEDROOM DELUXE W/DEN		DATE 1/3/86	DWG. NO.
KAPLAN-GAUNT-DESANTIS ARCHITECTS		SCALE 1/8" = 1'-0"	COMM 8550

084920-0159

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

Edmund M. Gaunt
Signature
1/12/86
(Date)



 COMMON AREA
 PERIMETER WALLS

PROJECT: WESTWOOD VILLAGE
DRAWING TITLE: UNIT A FIRST FLOOR
2 BEDROOM DE LUXE

364 WESTWOOD AVE.
LONG BRANCH N.J.

DATE 1/3/86
SCALE 1/8" = 1'-0"

PG. NO.

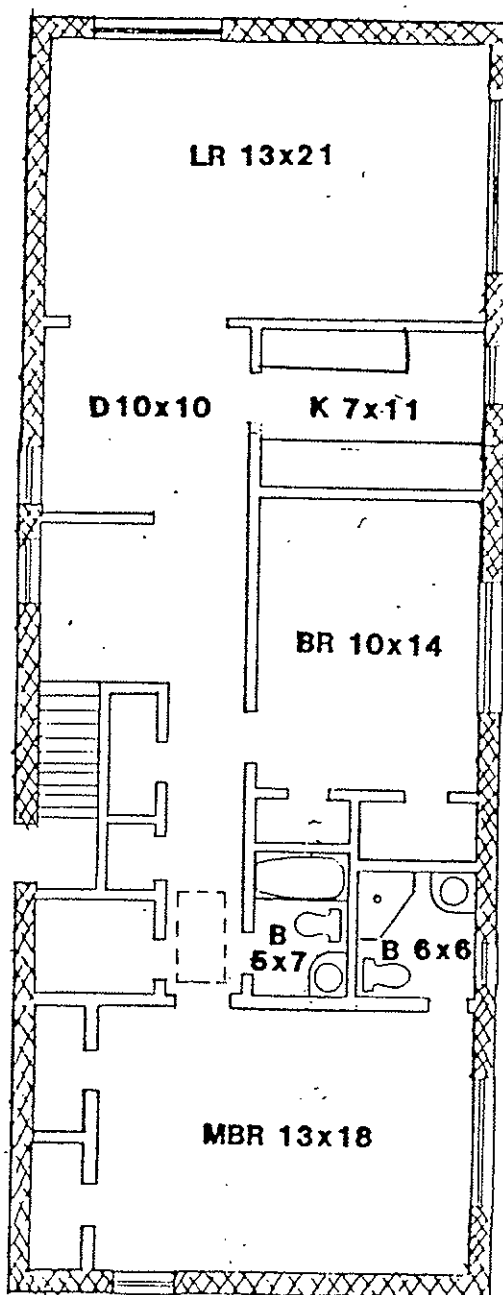
KAPLAN GAUNT-DE SANTIS ARCHITECTS

COMM. NO.
8550

034620-0160

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

[Signature]
Signature
1/21/86
(Date)



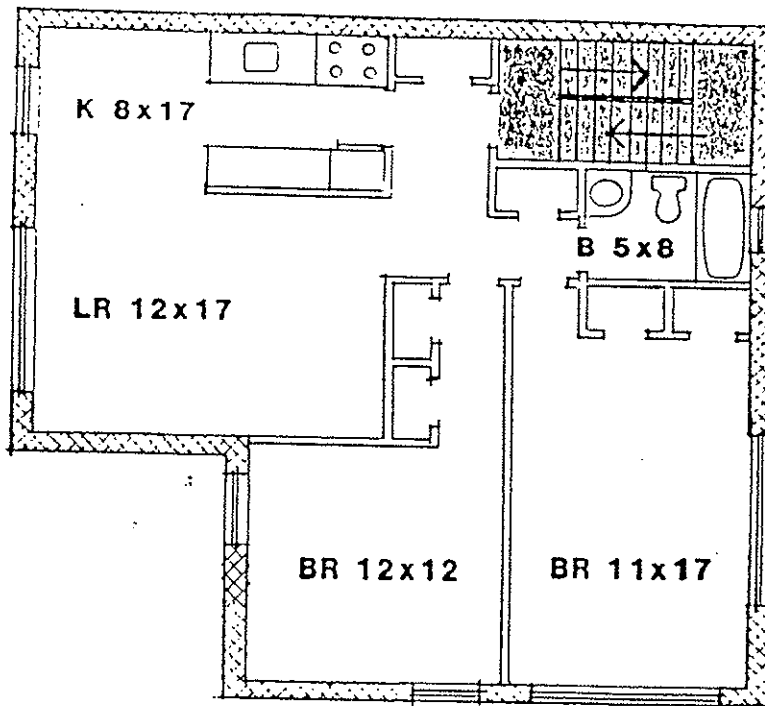
COMMON AREA
 PERIMETER WALLS

PROJECT **WESTWOOD VILLAGE**
DRAWING TITLE: **UNIT 707** SECOND FLOOR
2 BEDROOM DE LUXE

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

KAPLAN GAUNT DE SANTIS ARCHITECTS

DATE 1/3/86
SCALE 1/8" = 1'-0"
SHEET NO. 8550



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

1/2/86
(Date)

Signature



COMMON AREA



PERIMETER WALLS

DB4820-0161

PROJECT WESTWOOD VILLAGE
DRAWING TITLE UNIT 72 FIRST FLOOR
2 BEDROOM

364 WESTWOOD AVE.
LONG BRANCH N.J.

DATE 1/3/86


SCALE 1/8" = 1'-0"


DRAW. NO.

KAPLAN-GAUNT-DE SANTIS ARCHITECTS

8550

A detailed floor plan of a 4-bedroom house. The layout includes a Kitchen (K) measuring 8x17, a Living Room (LR) measuring 12x17, a Bathroom (B) measuring 5x8, and two Bedrooms (BR) measuring 12x12 and 11x17. The plan shows a central hallway connecting the rooms. The kitchen features a sink, stove, and refrigerator. The living room has a fireplace on the left wall. The bathroom contains a toilet, sink, and bathtub. The bedrooms are furnished with beds. The house has a front porch and a back porch. The overall dimensions of the house are 29 feet wide by 38 feet deep.

 COMMON AREA

 PERIMETER WALLS

1/20/50
(Date)

PROJECT	WESTWOOD VILLAGE	364 WESTWOOD AVE. LONG BRANCH N.J.	1/3/86	1/8 : 1'-0"	Doc. No.
DRAWING TITLE	UNIT 73 SECOND FLOOR 2 BEDROOM				
KAPLAN-GAUNT-DE SANTIS ARCHITECTS					Doc. No. 8550

034620-0163

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

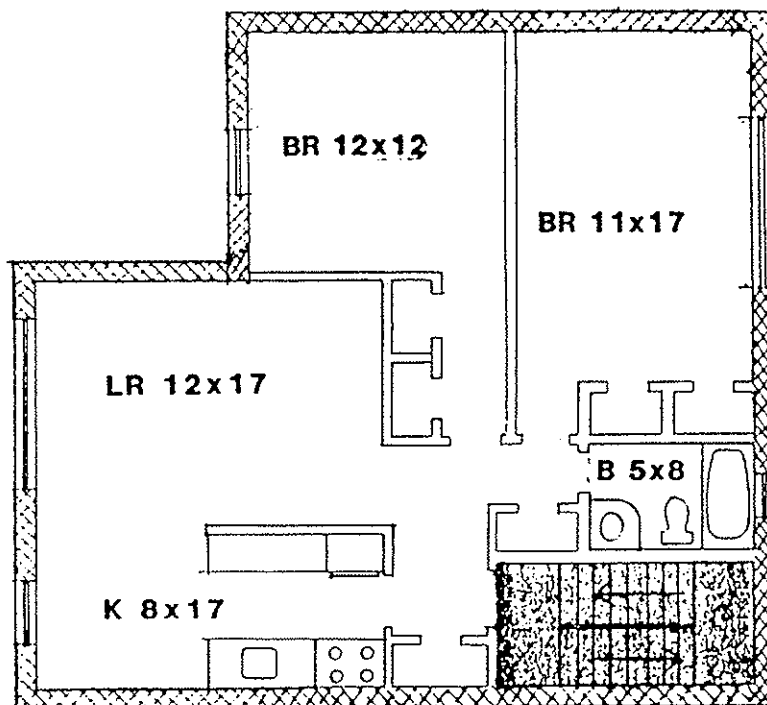
Samuel Brunk
 Signature

1/20/86
 (Date)

COMMON AREA

PERIMETER WALLS

PROJECT WESTWOOD VILLAGE DRAWING TITLE UNIT 74 FIRST FLOOR 2 BEDROOM	364 WESTWOOD AVE. LONG BRANCH N.J.	DATE 1/3/86	SCALE 1/8" = 1'-0"	SHEET NO.
KAPLAN-GAUNT-DE SANTIS ARCHITECTS <small>300 SOUTH AVENUE, SUITE 200, NEW BRUNSWICK, N.J. 08901</small>			COUNTER 8550	



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



COMMON AREA



PERIMETER WALLS

James H. Smith
Signature
1/20/86
(Date)

024820-0184

PROJECT **WESTWOOD VILLAGE**
DRAWING TITLE: **UNIT 75 SECOND FLOOR**
2 BEDROOM

364 WESTWOOD AVE.
LONG BRANCH N.J.

DATE 1/23/86
SCALE 1/8" = 1'-0"

DWG. NO.

KAPLAN GAUNT DESANTIS ARCHITECTS

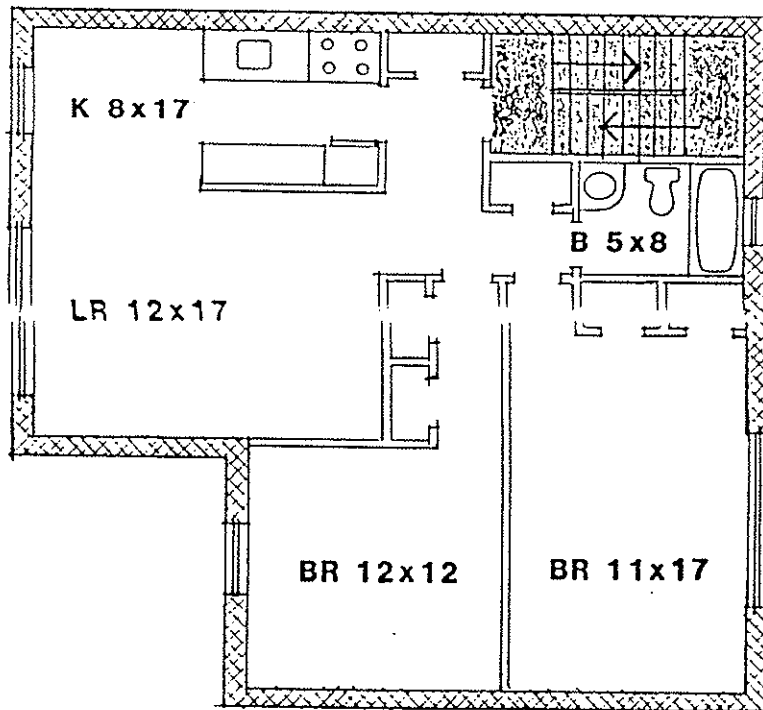
301 HAMILTON AVENUE NEW BRUNSWICK, N.J. 08901

TELEPHONE (201) 841-0801

OWNER

8550

034820-0165



COMMON AREA



PERIMETER WALLS

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

[Signature]
Signature
1/20/86
(Date)

PROJECT: WESTWOOD VILLAGE
DRAWING TITLE: UNIT 76 FIRST FLOOR
2 BEDROOM

364 WESTWOOD AVE.
LONG BRANCH N.J.

DATE 1/3/86
SCALE 1/8" = 1'-0"

DWG. NO.

KAPLAN · GALINT · DE SANTIS · ARCHITECTS

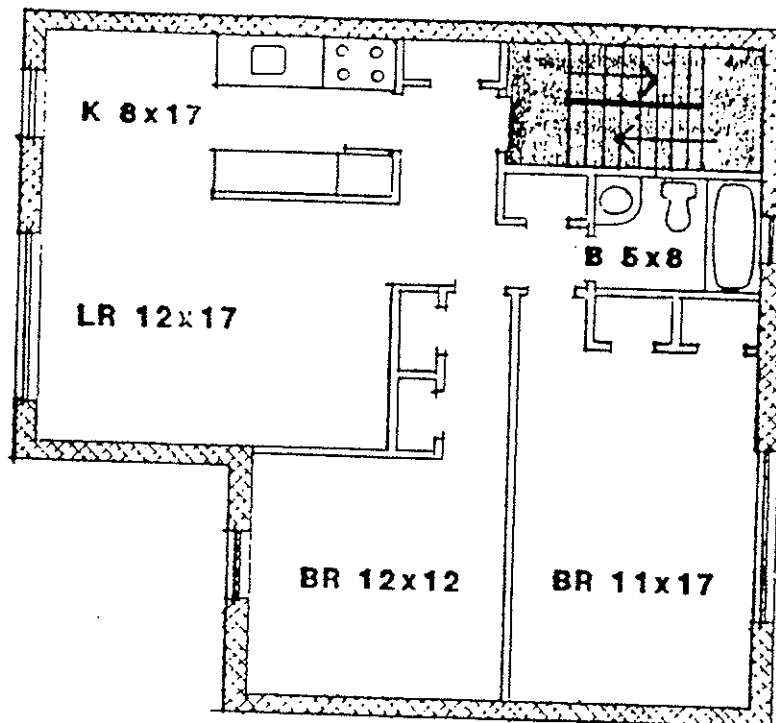
30 MAPLE AVENUE NEW BRUNSWICK, N.J. 08901

TELEPHONE (201) 840-8111

CONTR.

8550

034820-0166



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

Edmund K. Smith
Signature
1/20/86
(Date)

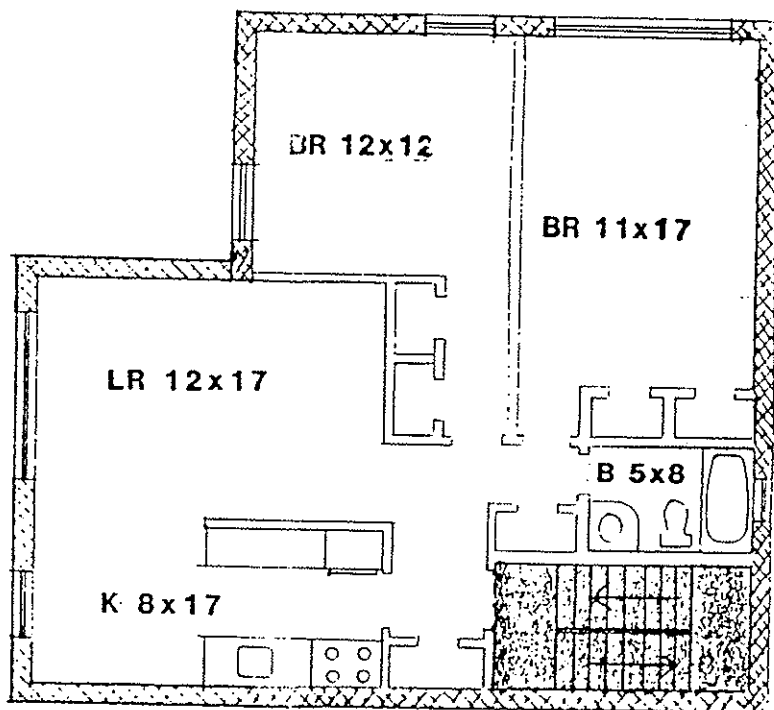


COMMON AREA



PERIMETER WALLS

PROJECT	WESTWOOD VILLAGE	364 WESTWOOD AVE.	DWG. NO.
DRAWING TITLE	UNIT 77 SECOND FLOOR 2 BEDROOM	LONG BRANCH N.J.	
KAPLAN-GALINT-DE SANTIS ARCHITECTS			DATE 1/3/86 SCALE 1/8" = 1'-0"
			8550



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



COMMON AREA

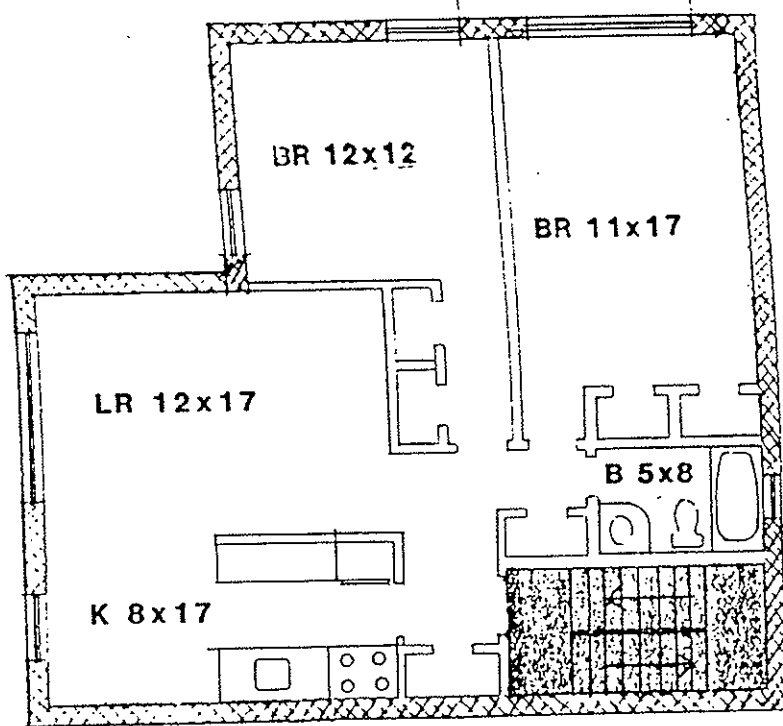


PERIMETER WALLS

[Signature]
Signature
1/16/86
(Date)

034820-0167

PROJECT	WESTWOOD VILLAGE	364 WESTWOOD AVE.	DATE 1/3/86	REV. NO.
DRAWING TITLE	UNIT 78 FIRST FLOOR	LONG BRANCH N.J.	1/8" = 1'-0"	
	2 BEDROOM			
KAPLAN GAUNT DE SANTIS ARCHITECTS			COMB	8550



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



COMMON AREA



PERIMETER WALLS

Charmelle Saint
Signature
1/10/86
(Date)

004020-0158

PROJECT WESTWOOD VILLAGE
DRAWING TITLE: UNIT 79 SECOND FLOOR
2 BEDROOM

364 WESTWOOD AVE.
LONG BRANCH N.J.

KAPLAN GALINT-DE SANTIS ARCHITECTS

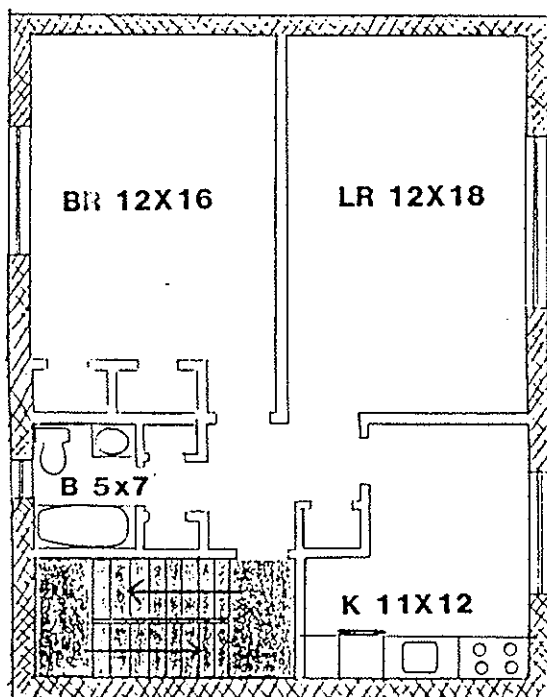
DATE 1/3/86

SCALE 1/8" = 1'-0"

DWG NO

OWNER

8550



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Edward J. Baur
Signature

1/20/86
(Date)



COMMON AREA



PERIMETER WALLS

PROJECT: **WESTWOOD VILLAGE**
DRAWING TITLE: **UNIT 80 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

30 WALL AVENUE, 8TH FLOOR, NEW YORK, N.Y. 10011-1701

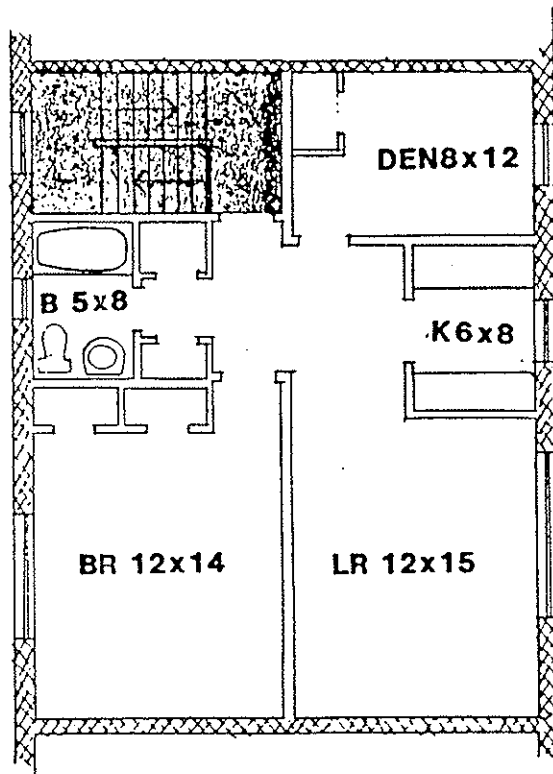
TELEPHONE (212) 343-8811

COMM.

8550

034820-0169

034020-0170



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[Signature]
Signature
1/3/86
(Date)



COMMON AREA



PERIMETER WALLS

PROJECT: **WESTWOOD VILLAGE**
DRAWING TITLE: **UNIT 81 SECOND FLOOR**
1 BEDROOM SPLIT:

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

DATE 1/3/86

SCALE 1/8" = 1'-0"

DWG. NO.

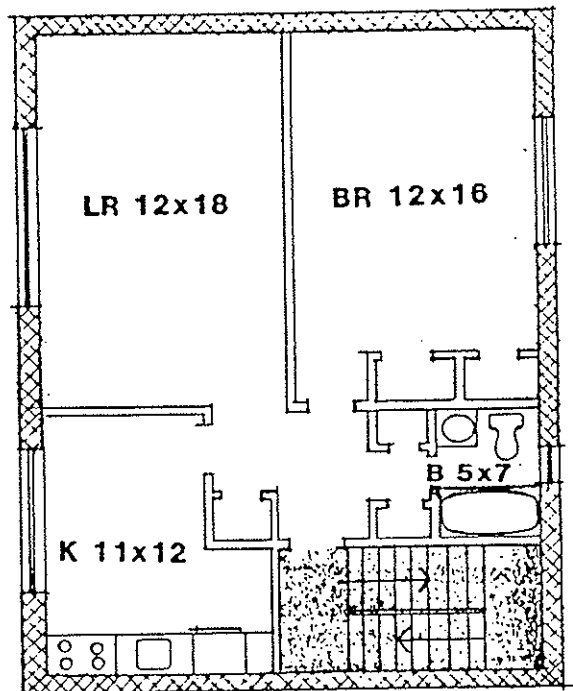
KAPLAN-GAUNT-DE SANTIS ARCHITECTS

301 MAPLE AVENUE RED BANK NEW JERSEY 08049

TELEPHONE (609) 401-0001

COMM.

8550



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Edward E. Smith
Signature

1/20/86
(Date)



COMMON AREA



PERIMETER WALLS

034820-0171

PROJECT: WESTWOOD VILLAGE

364 WESTWOOD AVE.
LONG BRANCH N.J.

DRAWING TITLE: UNIT 82 FIRST FLOOR

1 BEDROOM

DATE 1/3/86

SCALE 1/8" = 1'-0"

DWG. NO.

KAPLAN GAUNT DE SANTIS ARCHITECTS

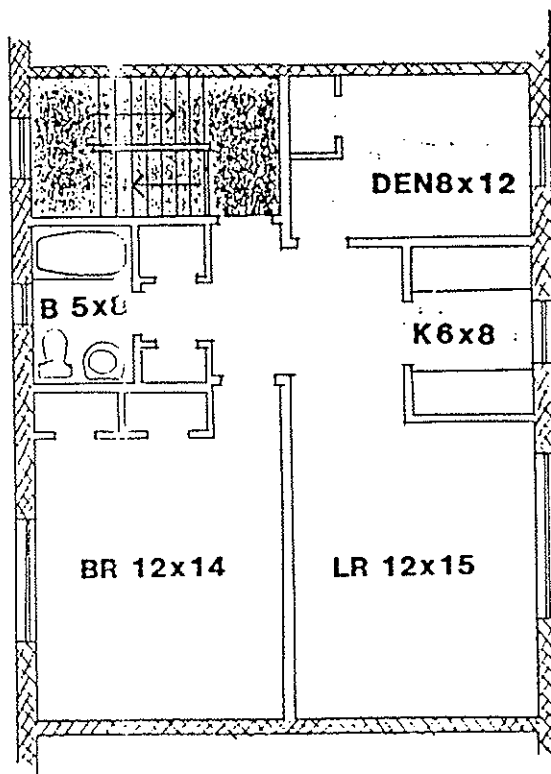
COMM.

8550

DWG. NO.

COMM.

8550



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Chunmatt Samuels
Signature
1/20/86
(Date)



COMMON AREA



PERIMETER WALLS

DB4920-0172

PROJECT **WESTWOOD VILLAGE**
DRAWING TITLE: **UNIT 83 SECOND FLOOR**
1 BEDROOM SPLIT

364 WESTWOOD AVE.
LONG BRANCH N.J.

DATE 1/3/86

SCALE 1/8" = 1'-0"

DWG. NO.

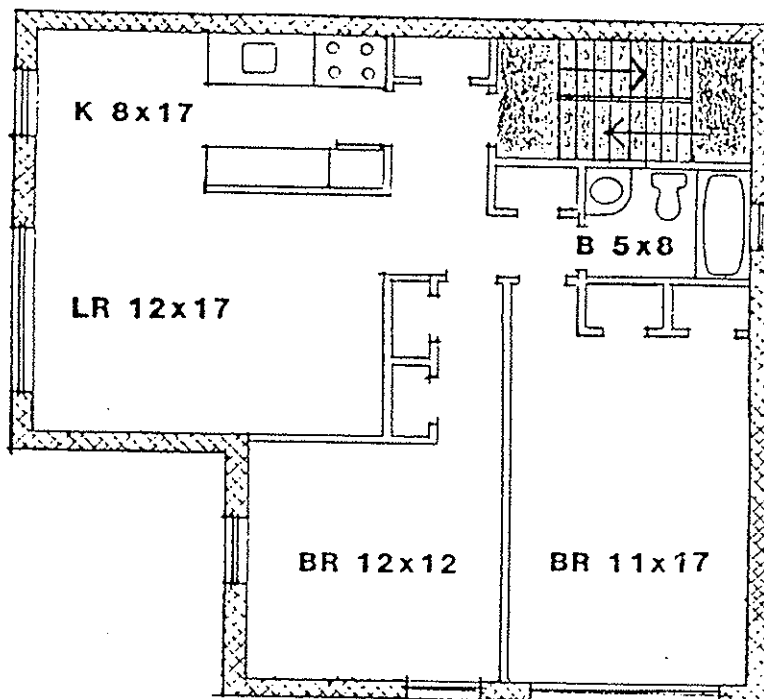
KAPLAN · GALINT · DE SANTIS · ARCHITECTS

241 MAPLE AVENUE, RED BANK, NEW JERSEY 08051

TELEPHONE (201) 841-8871

COMM.

8550



COMMON AREA
PERIMETER WALLS

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Edmund H. Camp
Signature
1/20/86
(Date)

054820-0173

PROJECT WESTWOOD VILLAGE
DRAWING TITLE UNIT 84 FIRST FLOOR
2 BEDROOM

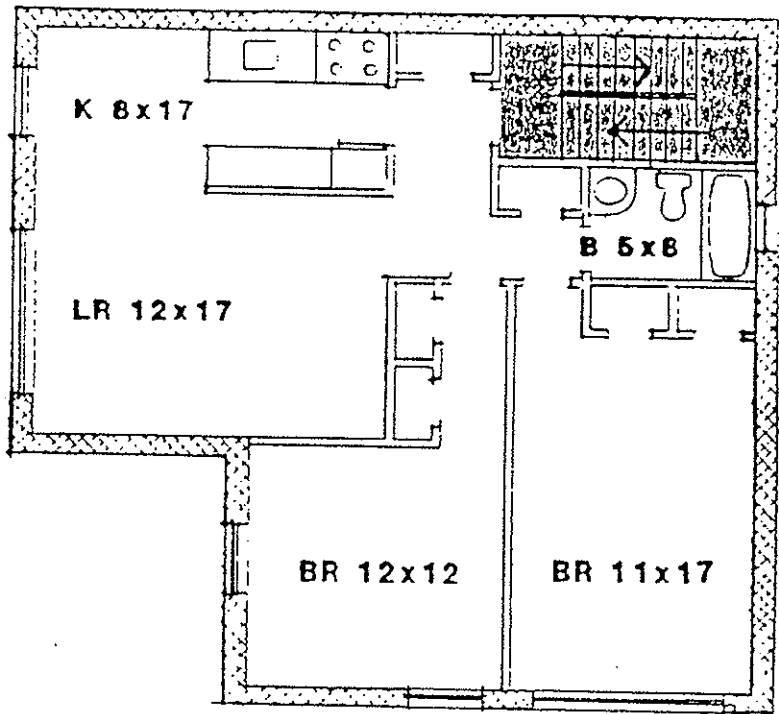
364 WESTWOOD AVE.
LONG BRANCH N.J.

DATE 1/3/86
SCALE 1/8" = 1'-0"

DWG. NO.

KAPLAN-GAUNT-DE SANTIS ARCHITECTS

8550



004820-0174

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Edmund A. Samuels
Signature
1/16/80
(Date)



COMMON AREA



PERIMETER WALLS

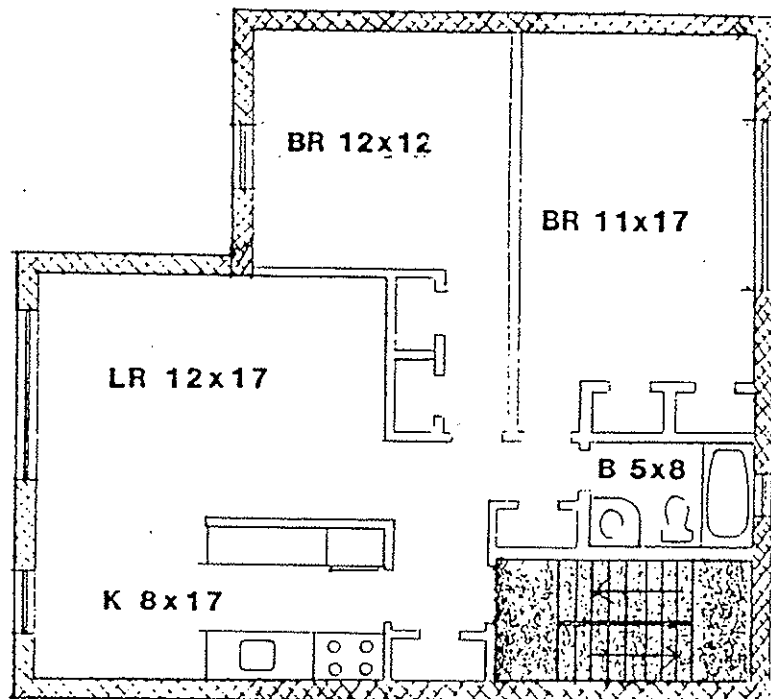
PROJECT WESTWOOD VILLAGE
DRAWING TITLE UNIT 85 SECOND FLOOR
2 BEDROOM

364 WESTWOOD AVE.
LONG BRANCH N.J.

KAPLAN-GAUNT-DE SANTIS ARCHITECTS

1/3/80
1/4" = 1'-0"
DWG. NO.
85!

034820-0175



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Edward A. Santis
Signature

1/20/86
(Date)



COMMON AREA



PERIMETER WALLS

PROJECT: **WESTWOOD VILLAGE**
DRAWING TITLE: **UNIT 86 FIRST FLOOR**
2 BEDROOM

364 WESTWOOD AVE.
LONG BRANCH N.J.

DATE: 1/3/86

SCALE: 1/8" = 1'-0"

DWG. NO.

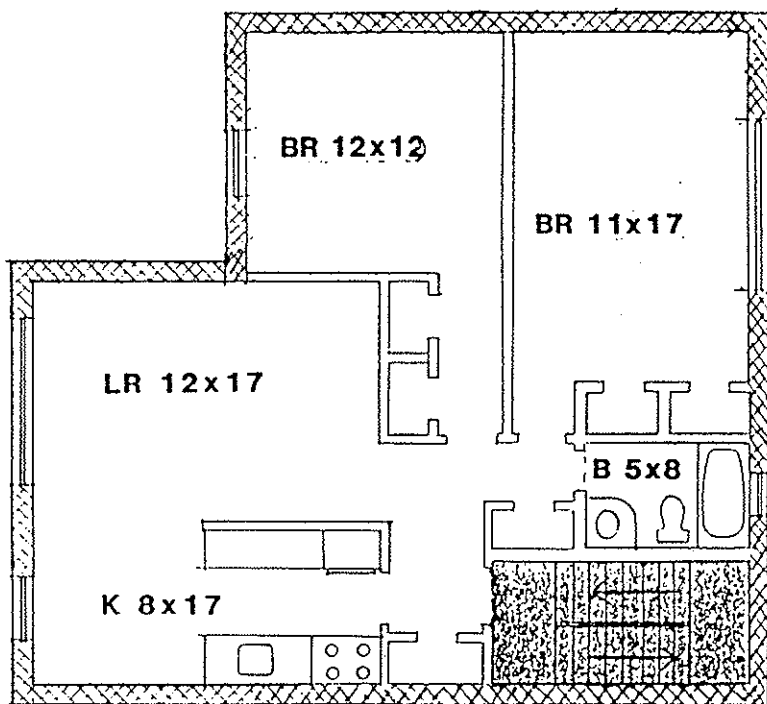
KAPLAN GAUNT-DE SANTIS ARCHITECTS

30 HAWLEY AVENUE, RED BANK, NEW BRUNSWICK 08009

TELEPHONE: (201) 841-8211

CONTR.

8550



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

Conrad Crawley
Signature
1/26/86
(Date)



COMMON AREA

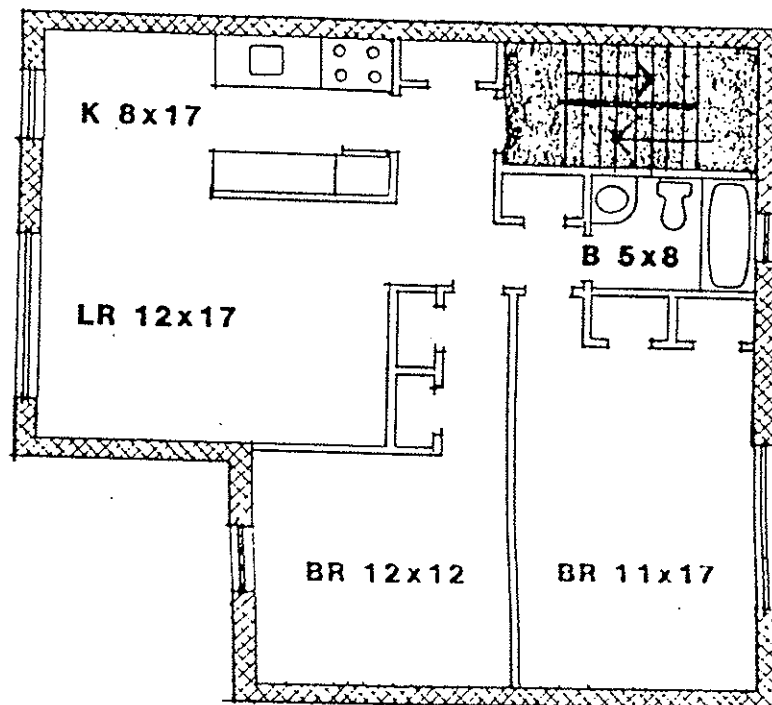


PERIMETER WALLS

034820-0176

PROJECT: WESTWOOD VILLAGE		364 WESTWOOD AVE.		DATE: 1/3/86 SCALE: 1/8" = 1'-0"	DRAWG. NO.
DRAWING TITLE: UNIT 87 SECOND FLOOR		LONG BRANCH N.J.			
2 BEDROOM.				CONTR.	8550
KAPLAN GAUNT DE SANTIS ARCHITECTS <small>24 MAPLE AVENUE RED BANK NEW MEXICO 87001-1706</small>				TELEPHONE (505) 843-8271	

034820-0177



COMMON AREA



PERIMETER WALLS

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Edmund A. Santis
Signature
1/1/86
(Date)

PROJECT WESTWOOD VILLAGE
DRAWING TITLE UNIT 88 FIRST FLOOR
2 BEDROOM

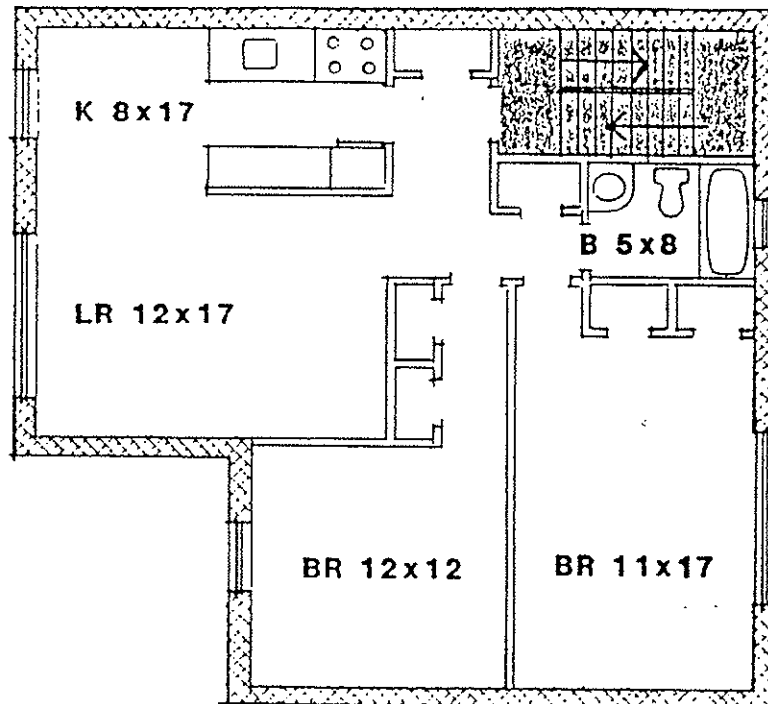
364 WESTWOOD AVE.
LONG BRANCH N.J.

DATE 9/3/86
SCALE 1/8"=1'-0"
SHEET NO.

KAPLAN GAUNT-DE SANTIS ARCHITECTS
301 ARMY AVE. 3RD FL. NEW YORK, N.Y. 10038
TELEPHONE (212) 641-8811

CONTRACT NO.
8550

034920-0178



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Edmund K. Smith
Signature
1/20/86
(Date)



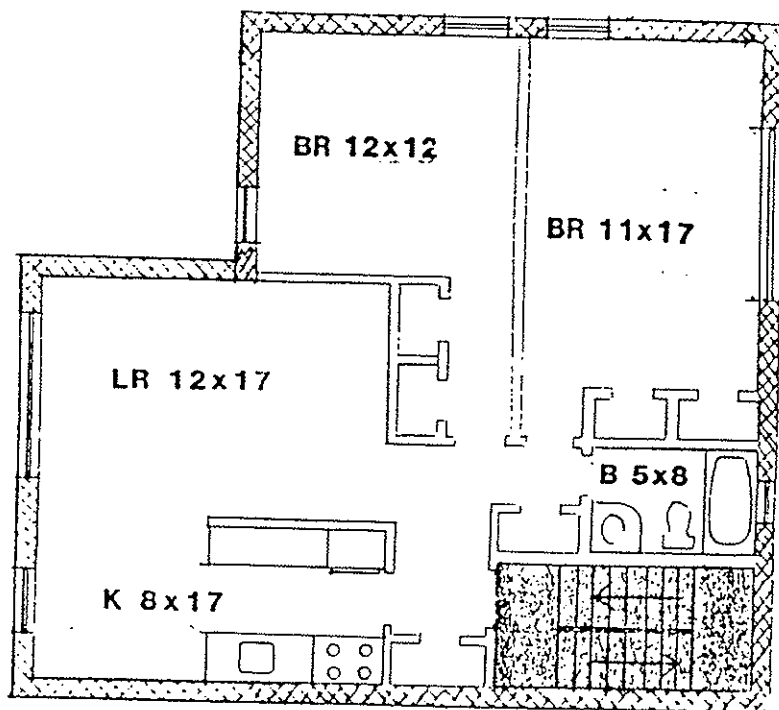
COMMON AREA



PERIMETER WALLS

PROJECT	WESTWOOD VILLAGE	364 WESTWOOD AVE.	SHEET 1/3/R6	SCALE 1/8" = 1'-0"	DWG. NO.
DRAWING TITLE	UNIT 89. SECOND FLOOR 2 BEDROOM	LONG BRANCH N.J.			
KAPLAN-GALINT-DE SANTIS ARCHITECTS			8550		

034820-0179



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

Amundt
Signature
1/10/86
(Date)



COMMON AREA



PERIMETER WALLS

PROJECT **WESTWOOD VILLAGE**
DRAWING TITLE **UNIT 90 FIRST FLOOR**
2 BEDROOM

364 WESTWOOD AVE.
LONG BRANCH N.J.

CITY 1/3/86
SCALE 1/8" = 1'-0"

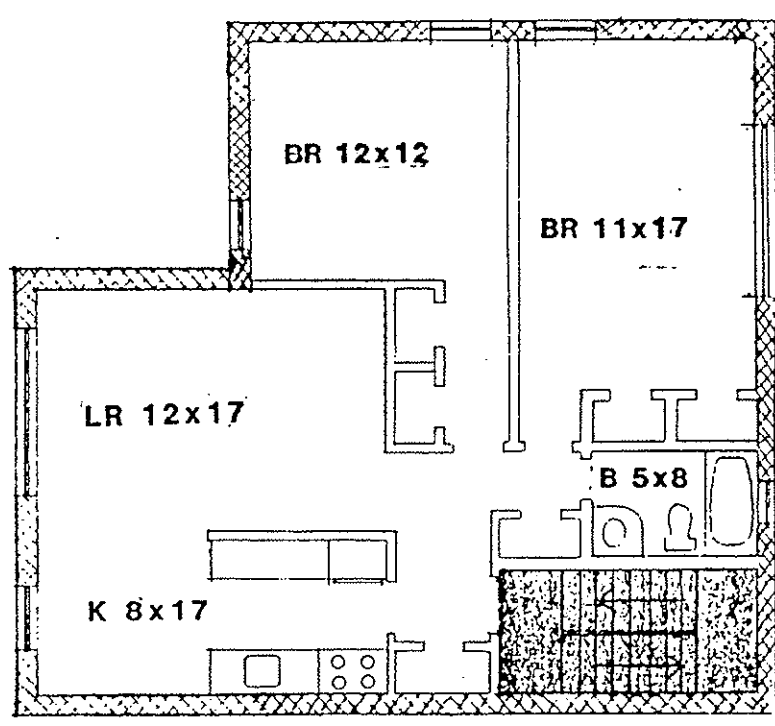
DWG. NO.

KAPLAN GAUNT-DE SANTIS ARCHITECTS
300 MARKET AVENUE • 3RD FLOOR • NEW BRUNSWICK, N.J. 08901
TELEPHONE (609) 834-1100

CONTR.

8550

D34820-0180



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

[Signature]
Signature
1/16/86
(Date)



COMMON AREA



PERIMETER WALLS

PROJECT	WESTWOOD VILLAGE	364 WESTWOOD AVE.	DATE 1/3/86 SCALE 1/8" = 1'-0"	DWG. NO.
DRAWING TITLE	UNIT 91 SECOND FLOOR 2 BEDROOM	LONG BRANCH N.J.		
KAPLAN GAUNT DE SANTIS ARCHITECTS			COMM.	8550

EXHIBIT 1D

CERTIFICATE OF INCORPORATION

OF

WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.

DB4820-0181

CERTIFICATE OF INCORPORATION
OF
WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.

DATED: December 31, 1987

Record and Return to:
GREENBAUM, ROWE, SMITH,
RAVIN, DAVIS & BERGSTEIN
P.O. Box 5600
Woodbridge, New Jersey 07095
Attn: Benjamin D. Lambert, Jr., Esq.

DB4820-0182

In compliance with the requirements of Title 15A, of the New Jersey Statutes Annotated, the undersigned, whom is of full age, has this day voluntarily agreed to act as the incorporator for the purpose of forming a corporation not for profit, and do hereby certify:

ARTICLE I

The name of the corporation is "WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.," a New Jersey nonprofit corporation, hereinafter called the "Condominium Association".

ARTICLE II

The principal office of the Condominium Association is 150 Highway 9, Freehold, New Jersey 07728.

ARTICLE III

Frank Dwyer, whose mailing address and location is 150 Highway 9, Freehold, New Jersey 07728, is hereby appointed the initial registered agent of this Condominium Association.

ARTICLE IV

Purpose and Powers of the Condominium Association

This Condominium Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the maintenance, preservation and control of the common elements within that certain tract of property subjected to the Condominium form of ownership by a certain Master Deed for Westwood Village Condominium, and any supplements or amend-

DD4820-0183

ments thereto, recorded in the Office of the Clerk of Monmouth County, and to promote the health, safety and welfare of the residents within the above described property and for these purposes:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Condominium Association as set forth in the By-Laws for said Condominium Association, said By-Laws being incorporated herein as if set forth at length;
- (b) To fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of said Master Deed and the By-Laws of the Condominium Association; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Condominium Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Condominium Association.
- (c) To acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Condominium Association;
- (d) To borrow money to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(e) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of New Jersey by law may now or hereafter have or exercise.

ARTICLE V

Membership

Every person or entity who is a record owner of a fee interest in any Condominium Unit which is subject to the Master Deed aforesaid is subject to assessment by the Condominium Association, and qualifies in accordance with the By-Laws, shall be a member of the Condominium Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership of any such Unit shall be the sole qualification for membership. Upon termination of the interest of the Unit Owner, his membership shall automatically terminate and shall be transferred and shall inure to the new Unit Owner succeeding him in interest.

ARTICLE VI

Board of Directors

The affairs of this Condominium Association shall be managed by a Board of Directors. The initial Board of Directors shall be composed of three (3) persons who need not be members of the Condominium Association. The number of Directors may be changed pursuant to the By-Laws of the Condominium Association. The names and address of the persons who are to act in the capacity of Directors until the selection of their successors are:

Marianne Coughlin
150 Highway 9
Freehold, New Jersey
07728

Joyce B. Potter
150 Highway 9
Freehold, New Jersey
07728

Frank Dwyer
150 Highway 9
Freehold, New Jersey
07728

The method of electing Directors shall be set forth in the By-Laws of the Condominium Association.

ARTICLE VII

Distribution of Assets

Upon dissolution, the assets of the Condominium Association shall be distributed in accordance with each member's respective proportionate interest in the Common Elements of the Condominium.

ARTICLE VIII

Duration

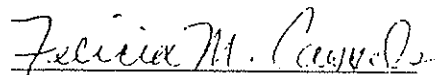
The corporation shall exist perpetually.

ARTICLE IX

Amendments

Amendment of this Certificate shall require the assent of seventy-five (75%) percent of the members.

IN WITNESS WHEREOF, for the purpose of forming this non-profit corporation under the laws of the State of New Jersey, the undersigned, Felicia M. Cassels, the incorporator of this Condominium Association, has executed this Certificate of Incorporation this 31st day of December, 1987.


FELICIA M. CASSELS
Metro Corporate Campus I
99 Wood Avenue South
Iselin, New Jersey 08830

STATE OF NEW JERSEY:

: ss.:

COUNTY OF MIDDLESEX:

BE IT REMEMBERED, that on this 31st day of December, 1987 before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared FELICIA M. CASSELS, who, I am satisfied is the person named in and who executed the within Instrument, and thereupon acknowledges that she signed, sealed and delivered the same as her act and deed, for the uses and purposes therein expressed.




PATRICIA A. PELLETIER
A Notary Public of New Jersey

PATRICIA A. PELLETIER
A Notary Public of New Jersey
My Commission Expires Oct. 29, 1989

EXHIBIT 1E
BY-LAWS
OF
WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.

DB4820-0188

BY-LAWS
OF
WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.

ADOPTED:

DB4820-0189

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FOR

BY-LAWS OF WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.

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BY-LAWS
OF
WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NATURE OF BY-LAWS

1.01. Purpose. These By-Laws are intended to govern the administration of Westwood Village Condominium Association, Inc., a not-for-profit corporation organized under Title 15A of the New Jersey Statutes Annotated, and to provide for the management, administration, utilization and maintenance of the Common Elements described in the Master Deed for Westwood Village Condominium.

1.02. Definitions. Unless the context clearly indicates otherwise, all definitions set forth in the aforesaid Master Deed or in N.J.S.A. 46:8B-3 are incorporated herein by reference.

1.03. Fiscal Year. The fiscal year of the corporation shall be determined by its Board of Directors.

1.04. Principal Office. The principal office of the corporation is initially located at Suite 1, 150 Highway 9, Freehold, New Jersey 07728.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

2.01. Members. Every person, firm, association, corporation or other legal entity that is a record Owner or Co-Owner of the fee simple title to any Unit shall be a Member of the Association; provided however,

DB4820-0193

that any person, firm, association, corporation, or legal entity that holds such title or interest merely as a security for the performance of an obligation (including but not limited to mortgagees or trustees under deeds of trust) shall not be a Member of the Association. Notwithstanding anything to the contrary in the preceding, the Sponsor has one membership in the Association for each Unit which has not been conveyed to an individual purchaser.

2.02. Associate Members. Every person who is entitled to possession and occupancy of a Unit as a tenant or lessee of a Unit Owner shall be an Associate Member of the Association, but shall not be entitled to any vote with respect to Association matters.

2.03. Change of Membership. The transfer of membership of Unit Owners shall be accomplished by recordation in the Monmouth County Clerk's Office of a deed or other instrument establishing a record title to a Unit and delivery to the Secretary of the Association of a certified copy of such instrument and such sums of money as are required for the payment of any membership fee, contribution to capital and/or escrow deposit. The membership of the prior Unit Owner shall be thereby terminated.

2.04. Rights of Membership. Every person who is entitled to membership in the Association, pursuant to the provisions of the Certificate of Incorporation and these By-Laws, shall be privileged to use and enjoy the General Common Elements, subject, however, to the right of the Association to:

- A. promulgate, adopt, publish and enforce Rules and Regulations governing such use and enjoyment;
- B. suspend the use and enjoyment of the General Common Elements as provided in Section 2.05 of this Article II;
- C. transfer all or part of the General Common Elements, other than any Building in which any Unit(s) are contained, and grant easements, licenses and other property rights with respect to the General Common Elements as provided in Section 6.01(o) of Article VI hereof; and
- D. designate portions of the General Common Elements as Reserved Common as provided in Section 4.06 of the Master Deed.

2.05. Suspension of Rights. The membership and voting rights of any Member may be suspended by the Board for any period during which any assessment against the Unit to which his membership is appurtenant remains unpaid; but, upon payment of such assessments and any interest accrued thereon, whether by check or cash, his rights and privileges shall be immediately and automatically restored; provided that, Section 2.10 of these By-Laws shall govern the restoration of voting rights. Further, if Rules and Regulations governing the use of the Common Elements and the conduct of persons thereon have been promulgated, adopted and published, as authorized by the Master Deed, these By-Laws and/or the New Jersey Condominium Act, the rights and privileges of any person in violation thereof may be suspended at the discretion of the Board for a period not to exceed thirty (30) days for any single viola-

tion. If the violation is of a continuing nature, such rights and privileges may be suspended indefinitely and until such time as the violation is abated. No such action shall be taken by the Board until the Unit Owner is afforded an opportunity for a hearing consistent with the principles of due process of law.

2.06. Contribution to Initial Capital. Each Unit Owner acquiring title to a Unit as the initial purchaser from the Sponsor shall pay to the Association upon acquisition of title to his Unit a nonrefundable and nontransferable contribution to the initial working capital of the Association in an amount equal to one-sixth (1/6) of the estimated or then current annual Common Expense Assessment for the Unit at the time of the acquisition. Payment of such fee shall be a condition precedent to the exercise of rights of membership in the Association upon the initial sale and transfer of title to a Unit. Any unpaid initial capital contribution shall be deemed a lien on the Unit in the same manner as any unpaid Common Expenses Assessment attributable to such Unit.

2.07 Escrow Deposit. The Board may also require each Unit Owner to deposit with the Association in escrow an amount not to exceed one-twelfth (1/12) of the estimated or then current Annual Common Expense Assessment, which escrow deposit shall be held by the Association and applied in the event of a default by the Unit Owner in the payment of any type of assessment, fine or other charge levied by the Board against his Unit. Such escrow, if imposed, shall be held by the Association in an interest-bearing account, with interest to accrue to the benefit of the Association, and shall be refundable or assignable upon the sale of the

Unit, without interest, to the extent the deposit is not applied to defaulted Common Expense Assessments payments.

2.08. Membership Fees. The Board may impose upon each Unit Owner, upon acquisition of title to his Unit, from the Sponsor or otherwise, a one time, nonrefundable and nontransferable fee for membership in the Association in an amount to be determined by the Board, but not to exceed two-hundred and fifty dollars (\$250.00), which fee may be used for working capital or, if not used for working capital may, in the Board's sole discretion, be treated as surplus or transferred to the Association's reserves. If imposed, payment of such fee shall be a condition precedent to membership in the Association. Any unpaid membership fee shall be deemed a lien against the Unit in the same manner as any unpaid Common Expense Assessment levied against the Unit.

2.09. Votes. Each Unit Owner shall be entitled to such vote(s) for each Unit to which he holds title as is provided in Article V of the Master Deed. When more than one person holds title, the vote(s) for each Unit shall be exercised as the Co-Owners among themselves determine. When one or more Co-Owners sign a proxy or purports to vote for his or her Co-Owners, such vote(s) shall be counted unless one or more of the other Co-Owners is present and objects to such vote(s), or, if not present, submits a proxy or objects in a writing delivered to the Secretary of the Association before the vote(s) is counted. If Co-Owners disagree as to the vote(s), the vote shall be split equally among the Co-Owners.

2.10. Member in Good Standing. A Member shall be deemed to be in good standing and entitled to vote in person or by proxy at any

meeting of the Association or in any ballot by mail if, and only if, he shall have fully paid all installments due for assessments levied against him and his Unit by the Board as hereinafter provided, together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to him and to his Unit as well as all capital contributions, escrow deposits and membership fees for which he is liable, at least three (3) days prior to the date fixed for such meeting.

2.11. Proxies. Proxy ballots shall be permitted with respect to all elections of Directors, all amendments to the Certificate of Incorporation, the Master Deed or these By-Laws and any other matter which properly comes before a meeting of the membership of the Association. All proxies shall be in writing, signed by all individual Unit Owners (or in the case of joint owners by any one of them) or by his or their duly authorized representative(s) and delivered to the Secretary of the Association or such other person as the President may designate at least 24 hours prior to the commencement of the meeting at which ballots are to be cast. Proxies may be revoked at any time prior to the opening of the polls and no proxy shall be voted on after eleven (11) months from its date unless said proxy provides for a longer period, not to exceed three (3) years from the date of execution. All proxies shall be substantially in the form prescribed by the Board and, if not in such form, shall be deemed invalid, which determination shall be made in the sole and absolute discretion of the Board.

ARTICLE III

MEETINGS OF UNIT OWNERS

3.01. Place of Meetings. All meetings of the Unit Owners of

the Association shall be held at the Condominium or at such other place convenient to the Members as may be designated by the Board.

3.02. Annual Meetings. All annual meetings of the Unit Owners of the Association shall be held on the day and month of the year to be established by the Board, except that the first such annual meeting shall be held not more than thirteen (13) months following the incorporation of the Association. At each annual meeting subsequent to the Transition Elections held in accordance with Section 4.03 hereof, the election of Directors shall take place. If the election of Directors shall not be held at the annual meeting or any adjournment of such meeting, the Board shall cause the election to be held at a special meeting as soon thereafter as may be convenient. At such special meeting, the Unit Owners may elect Directors and transact other business with the same force and effect as at an annual meeting duly called and held. All proxies validly received for the originally scheduled meeting shall remain in full force and effect for any such adjourned meeting or special meeting and new proxies may be received for any such subsequent meeting.

3.03. Special Meetings. Special meetings of Unit Owners may be called by the President whenever he deems such a meeting advisable or shall be called by the Secretary upon the order of the Board or upon the written request of Members representing not less than twenty-five (25%) percent of all votes entitled to be cast at such meeting. Such request shall state the purpose(s) of such meeting and the matter(s) proposed to be acted upon. Unless Unit Owners representing at least fifty (50%) percent of all votes entitled to be cast request such a meeting, no special

meeting may be called to consider any matter which is substantially the same as a matter voted upon at any meeting of the Unit Owners held during the preceding twelve (12) months, which determination shall be made in the sole and absolute discretion of the Board.

3.04. Notice of Meeting. Except as otherwise provided by law or Section 4.03 herein, notice of each meeting of Unit Owners, whether annual or special, shall be given not less than ten (10) days nor more than ninety (90) days before the day on which the meeting is to be held to each Unit Owner at his last known address by delivering a written or printed notice thereof to said Unit Owner or by mailing such notice, postage prepaid. Every such notice shall state the time, place and purpose(s) of the meeting. Notice of any meeting of Unit Owners shall not be required to have been sent to any Unit Owners who shall attend such meeting in person or by proxy. Unless otherwise required by applicable law, notice of any adjourned meeting of the Unit Owners shall not be required to be given except unless the time and place to which the meeting is adjourned is not announced at the meeting adjourned. Except where otherwise expressly required by law, no publication of any notice of a meeting of Unit Owners shall be required.

3.05. Quorum and Adjourned Meetings. At any meeting of the Unit Owners, persons (including the Sponsor or its representatives) holding twenty-five percent (25%) of the aggregate votes of Members in Good Standing, present in person or by proxy, shall constitute a quorum for the transaction of business, except where otherwise provided by law. In the absence of a quorum, the persons holding votes present in person or

by proxy and entitled to vote, may, by majority vote, adjourn the meeting from time to time until a quorum shall be present in person or by proxy. At any such adjourned meeting at which a quorum may be present, any business may be transacted which might have been transacted at the meeting originally called.

3.06. Organization. At each meeting of the Association, the President or, in his absence, the Vice President or, in the absence of both of them, a person chosen by a majority vote of the Members in Good Standing present in person or represented by proxy, shall act as a chairperson, and the Secretary, or in his absence, a person whom the chairperson shall appoint, shall act as Secretary of the meeting.

3.07 Voting on Questions. Only Unit Owners who are Members in Good Standing shall be entitled to vote. A majority of votes present in person or by proxy at any duly constituted meeting of the membership shall be sufficient on those questions submitted to a vote of the membership. The vote on any question need not be taken by ballot unless the: (i) chairperson of the meeting determines a ballot to be advisable; or (ii) a majority of the votes present at the meeting determine that the vote on the question submitted shall be taken by ballot.

3.08. Voting in Elections of Directors. Only Unit Owners who are Members in Good Standing shall be entitled to vote. The election of Directors shall be conducted by written ballot. If, at any meeting at which an election is held, more than twice the number of candidates to be elected are nominated; then, there shall be two (2) ballots. At the end of the first ballot, the field of nominees shall be reduced so that there

are twice as many candidates as there are positions to be filled, with the persons receiving the fewest votes being eliminated from the ensuing ballot. A second ballot shall be held; and, on the second ballot, the persons receiving the plurality of votes will be deemed to be elected in order to fill the vacant positions. If there are not more than twice the number of nominees for the number of positions to be filled, then there shall be one ballot, with the persons receiving the highest numbers of votes being elected in order to fill the vacancies on the Board. If ever applicable, candidates polling the highest numbers of votes will be considered elected for the longest period of years. Election of Directors at all meetings shall be in accordance with this Section 3.08.

3.09. Ballot by Mail. The Board, in lieu of calling a membership meeting, may submit any question or election, other than a Transition Election, to a vote of the membership by a ballot by mail. No ballot by mail shall be valid or tabulated unless the signature of the Unit Owner(s) submitting the ballot has been verified on the ballot by a notary public. The Board shall appoint judges to tabulate the ballot, whose report shall be included in the minute book. In order to conduct a ballot by mail for a question submitted to a vote of the membership, the Board shall serve a notice upon all Members in Good Standing which shall: (i) state with specificity in terms of the motion(s) or question(s) upon which the vote is to be taken; (ii) state the date by which ballots must be received in order to be counted; (iii) provide an official ballot for the purposes of the vote; and (iv) state the date upon which the action contemplated by the motion(s) or question(s) shall be effective, which

date shall be not less than ten (10) days after the date ballots must be received. No actions contemplated by a motion or question submitted to a ballot by mail shall be taken unless a majority in interest of all Members in Good Standing submit ballots approving such action. In order to conduct a ballot by mail for an election of Directors, the Board shall serve a notice upon all Members in Good Standing which shall: (i) provide an official ballot for the purposes of the election; and (ii) state the date by which the ballot must be received in order to be counted.

3.10. Judges. If at any meeting of the Unit Owners a vote by ballot shall be taken the chairperson of such meeting shall appoint two (2) persons to act as Judges with respect to the ballots. Each Judge so appointed shall first subscribe an oath to execute faithfully the duties of a Judge with strict impartiality and according to the best of his ability. Such Judges shall decide upon the qualifications of voters and shall report the number of votes represented at the meeting and entitled to vote on such question, shall conduct and accept the votes and, when the voting is completed, shall ascertain and report the number of votes respectively for and against the questions; but as to the election of Directors, the number of votes received by each candidate need not be reported. Reports of Judges shall be in writing and subscribed and delivered by them to the Secretary of the meeting. The Judges need not be Members of the Association and any officer or Director of the Association may be a Judge on any question, other than a vote for or against his election to any position with the Association or any other question in which he may be directly interested.

3.11. Order of Business. The order of business at the annual meeting of the Unit Owners or at any special meetings insofar as practicable shall be:

- A. Calling of the roll and certifying the proxies.
- B. Proof of notice of meeting and waiver of notice.
- C. Reading and disposal of any unapproved minutes.
- D. Appointment of Judges of Election, if appropriate.
- E. Election of Directors, if appropriate.
- F. Receiving reports of officers.
- G. Receiving reports of committees.
- H. Old business.
- I. New business.
- J. Adjournment.

ARTICLE IV

BOARD OF DIRECTORS

4.01. Qualifications. The following criteria shall be qualifications for nomination, appointment or election to a Directorship:

- A. Membership in Good Standing: Membership in Good Standing shall be a qualification of any non-Sponsor nominee or appointee to a Directorship.
- B. Representation: Partnerships, corporations or fiduciaries holding memberships in Good Standing may designate individuals to be eligible for nomination, appointment, or election as Directors in accordance with the following qualifications:

- i. partnership designees shall be members, employees or agents of the partnership;
- ii. corporate designees shall be officers, stockholders, employees or agents of the corporation; and
- iii. fiduciary designees shall be fiduciaries, officers or employees of the fiduciary.

Co-Owners holding a membership in Good Standing may designate any one of them to be eligible for nomination, appointment or election as a Director; however, in the case of any disagreement, the express consent of a majority of such Co-Owners shall be required.

4.02. Number. The Board shall initially consist of three (3) Directorships, designated Directorships "A", "B" and "C." Upon the initial conveyance from the Sponsor of twenty-three (23) Units, the Board shall be expanded to five (5) Directorships, designated Directorships "A", "B", "C", "D", and "E."

4.03. Transition Elections. Within thirty (30) days after the initial conveyance by the Sponsor of twenty-three (23) Units, the President shall call a special meeting of the membership of the Association for the purpose of holding the first election of Unit Owners to the Board of Directors ("Transition Election"). At the special meeting, Unit Owners other than the Sponsor shall be entitled to vote for and elect Director A in accordance with the provisions of Article III of these By-Laws, and the Sponsor shall be entitled to appoint Directors B, C, D and E.

Within thirty (30) days after the initial conveyance by the Sponsor of forty-five Units, the President shall again call a special meeting of the membership of the Association for the purpose of holding a second Transition Election. At this special meeting, Unit Owners other than the Sponsor shall be entitled to vote for and elect Director B in accordance with the provisions of Article III of these By-Laws, and the Sponsor shall be entitled to appoint Directors C, D and E.

Within thirty (30) days after the initial conveyance by the Sponsor of sixty-eight (68) Units, the President shall again call a special meeting of the membership of the Association for the purpose of holding a third Transition Election. At this special meeting, Unit Owners other than the Sponsor shall be entitled to vote for and elect Directors C and D in accordance with the provisions of Article III of these By-Laws, and the Sponsor shall be entitled to appoint Director E.

Notwithstanding the foregoing, if the Sponsor has not conveyed sixty-eight (68) Units within the Condominium by the fifth anniversary date of the recordation of the Master Deed for Westwood Village Condominium in the office of the Monmouth County Clerk, it shall, within thirty (30) days of such fifth anniversary, cause a special meeting of the membership of the Association to be called for the purpose of offering Unit Owners the opportunity to elect a majority of the Directors of the Board notwithstanding the fact that sixty-eight (68) Units have not yet been conveyed. The Unit Owners other than the Sponsor, by a majority vote of all such Unit Owners, may, but shall not be obligated to, agree to prematurely accept control of the Board by agreeing to elect a majority of the Directors as provided by N.J.A.C. 5:26-8.4(d).

Within thirty (30) days after all Units have been initially conveyed by the Sponsor, the President shall again call a special meeting for the fourth Transition Election at which Unit Owners, including the Sponsor in the event it has reacquired any Units in bona fide arms length transactions, shall be entitled to vote for and elect Director E in accordance with the provisions of Article III hereof; provided that the Sponsor shall be entitled in its discretion to relinquish directorship E at the time of the third Transition Election or anytime thereafter prior to the conveyance of the last Unit owned by it.

Notice of all special meetings called pursuant to this Section for the purpose of holding Transition Elections shall be given not less than twenty (20) nor more than thirty (30) days prior to the date of the meeting.

4.04. Term of Office. Sponsor-appointed Directors A and B shall serve until their successors have been qualified and elected at the first and second Transition Elections, respectively. Directors A and B elected at the first and second Transition Elections shall serve terms expiring at the annual meeting of the membership held in the second calendar year following the year in which the first Transition Election is held. Thereafter, Directors A and B shall serve for two-year terms.

Sponsor-appointed Directors C and D shall serve until their successors have been qualified and elected at the third Transition Election held pursuant to Section 4.03 herein. If: (i) the first, second and third Transition Elections are held in the same calendar year or (ii) the third Transition Election is held in a calendar year in which

the terms of Unit-Owner elected Directors A and B expire, then Directors C and D elected at the third Transition Election shall serve terms expiring at the annual meeting of the membership held in the third calendar year following the year in which the third Transition Election is held; otherwise, Directors C and D elected at the second Transition meeting shall serve terms expiring at the annual meeting of the membership held in the second calendar year following the year in which the third Transition Election is held. Thereafter, Directors C and D shall serve for two-year terms.

Sponsor-appointed Director E shall serve until his successor has been elected and qualified at the third or fourth Transition Election. The first Unit-Owner elected Director E shall serve a term expiring upon the expiration of the terms of the Directors C and D then in office. Thereafter, Director E shall serve for a two-year term.

It is the purpose and intent hereof that subsequent to all Transition Elections, the election of Directors A and B shall be held in alternate years to the election of Directors C, D, and E.

4.05. Removal of Members of the Board. At any duly held and constituted regular or special meeting of the Unit Owners, any one or more Directors may be removed with or without cause by vote of the Unit Owners present, and a successor may then and there be appointed by a majority of the remaining Directors to fill the vacancy thus created. Each person so appointed shall be a Director for the remainder of the term of the Director whose term he is filling and until his successor is duly elected and qualified. Any Director whose removal has been proposed

shall be given an opportunity to be heard at the meeting. The provisions of this Article 4.05 shall not apply to any Director appointed by the Sponsor. Sponsor-appointed Directors shall serve at the pleasure and will of the Sponsor in its sole and absolute discretion.

Notwithstanding the foregoing, the Sponsor or a Sponsor-appointed Director may not, acting alone, remove a Unit Owner-elected Director. In the event that all of the Unit Owner elected Directors are removed, successors shall be elected by the Unit Owners other than the Sponsor in the manner set forth in Article IV, Section 4.03, herein to fill the vacancies thus created. The failure of a Unit Owner-elected Director to maintain membership in Good Standing during his term of office shall constitute cause for removal pursuant to this Section.

4.06. Vacancies. Vacancies on the Board caused by any reason other than the removal of a Director by a vote of the Unit Owners or removal by the Sponsor of a Sponsor-appointed Director shall be filled by a vote of a majority of the remaining Directors, including the Sponsor's appointees, at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy. Each person so elected shall be a Director for the remainder of the term of the Director whose term he is filling and until his successor shall have been duly elected and qualified. Notwithstanding the foregoing, until the first Transition Election, the Sponsor shall have the right to fill all vacancies on the Board by appointment. Unit Owner-elected vacancies on the Board shall only be filled by Unit Owners other than the Sponsor, whether same be appointed pursuant to the provisions herein or elected pursuant to the provisions of Section 4.05.

ARTICLE V
TRANSACTION OF BUSINESS BY THE
BOARD OF DIRECTORS

5.01. Express and Implied Powers and Duties. The property, affairs and business of the Association shall be managed by the Board of Directors, which shall have all those powers granted to it by the Certificate of Incorporation, the Master Deed, these By-Laws and by law.

5.02. Sponsor's Protective Provisions. After control of the Board of Directors has become vested in Directors elected by Unit Owners other than the Sponsor and for so long as the Sponsor owns at least one (1) Unit that it has not initially conveyed and holds same for sale in the ordinary course of business, the following shall apply:

- A. Neither the Association nor its Board of Directors shall take any action that will impair or adversely affect the rights of the Sponsor or cause the Sponsor to suffer any financial, legal or other detriment, including but not limited to any direct or indirect interference with the sale of Units, or the assessment of the Sponsor for capital improvements.
- B. The Association and its Board of Directors shall continue the same level of maintenance, operation and services as provided immediately prior to the assumption of control of the Association and the Board of Directors by Unit Owners other than the Sponsor.

The aforementioned protective provisions shall be construed in accordance with and not in derogation of N.J.S.A. 46:8B-12.1 of the New Jersey Condominium Act and N.J.A.C. 5:26-8.4 of the regulations promulgated pursuant to the New Jersey Planned Real Estate Development Full Disclosure Act, N.J.S.A. 45:22A-1 et seq.

5.03. Meeting of the Board; Notices; Waiver of Notice. The first annual meeting of the Board shall be held within ten (10) days after the first annual meeting of the Unit Owners and at such time and place as shall be fixed by a majority of the Board and no notice shall be necessary. Thereafter, regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Board, but at least two (2) meetings shall be held each year. Notice of regular meetings of the Board shall be given to each Director by telephone, mail, or telegram at least three (3) days prior to the day of the meeting. Special meetings of the Board may be called by the President on three (3) days notice to each Director given by telephone, mail or telegram, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or the Secretary in like manner and on like notice on the written request of at least three (3) Directors. Any Director may, at any time, waive notice of any meeting of the Board in writing and such waiver shall be deemed equivalent to the giving of notice. Actual attendance by Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any

business may be transacted at such meeting. In the discretion of the Board, meetings of the Board or portions thereof, may be open to members of the Association or other persons for observation or participation in such manner and to the extent as the Board may deem appropriate.

5.04. Quorum and Adjourned Meetings. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business and the votes of a majority of the Directors present and voting at a meeting at which a quorum is present shall constitute a valid decision. If at any meeting of the Board there shall be less than a quorum present, the majority of those present shall adjourn the meeting to a new date. At any such adjourned meeting at which a quorum is present, any business which may have been transacted at the original meeting may be transacted without further notice. The vote of a majority of those present at a Board meeting at which a quorum is present shall be necessary for valid action by the Board on any matter.

5.05. Joinder in Meetings by Approval of Minutes. The transaction of any business at any meeting of the Board, however called and noticed and wherever held, shall be as valid as if transacted at a meeting duly held after regular call and notice, if: (i) a quorum is present; and (ii) either before or after the meeting, each Director signs a written waiver of notice, a consent to the holding of the meeting or an approval of the minutes thereof or of the resolution or act adopted at such meeting. All such waivers, consents or approvals shall be in writing and filed with the Secretary and made a part of the minutes of the meeting even though filed subsequent thereto.

5.06. Non-Waiver. All the rights, duties and privileges of the Board shall be deemed to be continuing and shall not be exhausted by any single act or series of acts. To the same extent, the failure to use or employ any remedy or right hereunder or hereafter granted shall not preclude its exercise in the future nor shall any custom bind the Board.

5.07. Consent in Lieu of Meeting and Vote. Anything to the contrary in these By-Laws, the Certificate of Incorporation or the Master Deed notwithstanding, the entire Board of Directors shall have the power to take action on any matter on which it is authorized to act, without the necessity of a formal meeting and vote if the entire Board or all the Directors empowered to act, whichever the case may be, shall consent in writing to such action.

ARTICLE VI

POWERS AND DUTIES OF BOARD OF DIRECTORS

6.01. General Powers and Privileges. The Board shall have these powers, which include but which are not necessarily limited to the following, together with such other powers as may be provided herein or in the Master Deed or Certificate of Incorporation or which may be necessarily implied:

- A. to employ, by contract or otherwise, a manager, managing agent or an independent contractor, to oversee, supervise and carry out the responsibilities of the Board. Said manager or said independent contractor shall be compensated upon such terms as the Board deems necessary and proper;
- B. to employ any person, firm or corporation to repair, main-

tain, renovate and/or replace the Common Elements of the Condominium; lay pipes or culverts; to bury utilities; to put up lights or poles; to erect signs and traffic and safety controls of various sorts on said Property;

- C. to employ professional counsel and to obtain advice from persons, firms or corporations such as, but not limited to, landscape architects, architects, engineers, lawyers and accountants;
- D. to employ or contract for water and sewer, electricity and gas or other forms of utilities, cable or master antenna television;
- E. to employ all managerial personnel necessary and/or enter into a managerial contract for the efficient discharge of the duties of the Board hereunder;
- F. to promulgate, adopt, amend, publish and enforce Rules and Regulations covering the details of the operation and use of the Common Elements, including but not limited to pet controls, and such other Rules and Regulations authorized herein or by the New Jersey Condominium Act or the Master Deed;
- G. to secure full performance by Unit Owners and/or occupants of all items of maintenance for which they are responsible;
- H. to set minimum standards for floor coverings installed by all Unit Owners in Buildings, with the exception of the Sponsor;

- I. to coordinate the plans of Unit Owners and/or occupants of Units for moving their personal effects or property into the Unit or out of it, with a view toward scheduling such movements so that there shall be a minimum of inconvenience to others;
- J. to establish and enforce Rules and Regulations for parking by and the assignment of parking spaces to Unit Owners, subject to the provisions of the Master Deed, Certificate of Incorporation and these By-Laws;
- K. to arrange for security protection as deemed appropriate;
- L. to enforce obligations of the Unit Owners and do anything and everything else necessary and proper for the sound management of the Condominium, including the right to bring and/or defend lawsuits to enforce the terms, conditions and restrictions contained in the Master Deed, these By-Laws, or any Rules and Regulations;
- M. to borrow and repay monies giving notes, mortgages or other security upon such term or terms as it deems appropriate;
- N. to invest and reinvest monies, sue and be sued, collect interest, dividends and capital gains; exercise rights; pay taxes; make and enter into contracts; enter into leases or concessions; make and execute any and all proper affidavits for various purposes; compromise any action without leave of court and all other powers contained herein as well as those deemed necessary and incidental thereto;

- O. to transfer, grant or obtain easements, licenses and/or other property rights with respect to the General Common Elements in a manner not inconsistent with the rights of Unit Owners;
- P. to purchase, lease or otherwise acquire in the name of the Association or its designees, corporate or otherwise, on behalf of all Unit Owners within the Condominium, Units offered for sale or lease or surrendered by their Owners to the Board provided that the foregoing shall not be construed to constitute a right of first refusal and provided further that Unit Owners having an aggregate of at least seventy-five percent (75%) of the interest in the Common Elements consent thereto;
- Q. to purchase Units within the Condominium at foreclosure or other judicial sales in the name of the Association or its designees, corporate or otherwise, on behalf of all Unit Owners, provided that Unit Owners having an aggregate of at least seventy-five percent (75%) of the interest in the Common Elements consent thereto;
- R. to sell, lease, mortgage (but not vote the votes appurtenant to) or otherwise deal with Units acquired by the Association and to sublease any such Units leased by the Association or its designees, on behalf of all Unit Owners;
- S. to bring and defend actions by or against one or more

Unit Owners which are pertinent to the operation of the Condominium, the health, safety or general welfare of the Unit Owners or institute or participate in any other legal action to which the Unit Owners may consent in accordance with these By-Laws;

- T. to appoint an Insurance Trustee, who shall not be a Member of the Association, an employee of the Sponsor or the manager, who shall discharge his duties in accordance with these By-Laws. In the absence of such an appointment, the Board shall be responsible for the disposition of all insurance proceeds;
- U. to create, appoint members to and disband such committees as shall from time to time be deemed appropriate or necessary to aid the Board in the discharge of its duties, functions and powers;
- V. to designate, in its sole discretion, from time to time, certain Common Elements as "Reserved Common Elements" and impose such restrictions and conditions on the use thereof as the Board deems appropriate all in accordance with Section 4.06 of the Master Deed; and
- W. to impose upon each Unit Owner the requirement of an escrow deposit as set forth in Article II, Section 2.07 hereof.

6.02. Duties and Responsibilities. It shall be the affirmative and perpetual obligation and duty of the Board to perform the following:

- A. to cause the General and Limited Common Elements to be

maintained according to accepted standards and as set forth in the Master Deed, including, but not limited to such maintenance, painting, repair work and/or replacement as may be necessary; lawn maintenance and clearing of snow from walkways and roadways as the Board may deem appropriate. All repairs and replacements shall be substantially similar to the original application and installation and shall be of first class quality;

- B. to investigate, hire, pay, supervise and discharge the personnel necessary to be employed and provide the equipment and materials necessary in order to properly maintain and operate the Common Elements. Compensation for the services of such employees (as evidenced by certified payroll) shall be considered an operating expense of the Association;
- C. to cause to be kept a complete record of all its acts and corporate affairs and to present a summary report thereof to the Members at the annual meeting or at any special meeting when requested in writing at least twenty-one (21) days in advance of such special meeting by Members in Good Standing entitled to cast at least twenty-five (25%) percent of the total votes of the Association;
- D. to allocate common surplus or make repairs, additions, improvements to, and/or restoration and/or replacement of the Common Elements in accordance with the provisions of these By-Laws and the Master Deed after damage or destruc-

tion by fire or other casualty or as a result of condemnation or eminent domain proceedings;

- E. to take such action as may be necessary to comply promptly with any and all orders or requirements affecting the premises maintained by the Association placed thereon by any federal, state, county or municipal authority having jurisdiction thereover and/or by order of the Board of Fire Underwriters or other similar bodies;
- F. to manage the fiscal affairs of the Association as hereinafter provided in Article VII;
- G. to promulgate, adopt, publish and enforce Rules and Regulations relating to the visual harmony of the Condominium, preventing activities deleterious to the aesthetics or property values of the Condominium, contributing to the comfort of the Unit Owners and/or promoting the general welfare and safety of Unit Owners and/or occupants of the Condominium;
- H. to place and keep in force all insurance coverages required to be maintained by the Association applicable to its property and Members including, but not limited to:
 - 1. Physical Damage Insurance. To the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightning, windstorm and other risks normally included within all risk extended coverage, including vandalism

and malicious mischief, insuring all Common Elements, together with all service machinery appurtenant thereto, as well as realty, common personalty and supplies belonging to the Association, and covering the interest of the Association, the Board, the Sponsor, all Unit Owners and any Mortgage Holder who has requested the Association in writing to be named as loss payee, as their respective interests may appear, in an amount equal to the full replacement value of the Common Elements (exclusive of foundations and footings), without deduction for depreciation. Each policy shall contain a standard mortgagee clause in favor of each applicable Mortgage Holder, which shall provide that the loss, if any, thereunder, shall be payable to each applicable Mortgage Holder, its successors and assigns as their interest may appear, subject to the loss payment provisions set forth in Article XI of the Master Deed. The aforesaid mortgagee clause shall name as mortgagee either the Federal National Mortgage Association (FNMA) or its servicers in the event FNMA holds mortgages on any Units. When a servicer is named as the mortgagee, its name must be followed by the phrase "its successors and assigns". When a majority of the Board is elected by the Unit Owners other than the Sponsor, prior to obtaining any renewal of a policy of fire insurance, the Board shall

obtain an appraisal or other written evaluation of an insurance broker licensed to conduct business in New Jersey or other qualified expert as to the full replacement value of the Common Elements, without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this subsection. The amount of any deductible and the responsibility for payment of same shall be determined by the Board, in its sole discretion.

- ii. Public Liability Insurance. To the extent obtainable in the normal commercial marketplace, public liability insurance for personal injury and death from accidents occurring within the Common Elements (and any other areas which the Board may deem advisable) and the defense of any actions brought as a result of injury or death of a person or damage to property occurring within such Common Elements and not arising by reason of any act or negligence of any individual Unit Owner. Said insurance shall be in such limits as the Board may, from time to time, determine, covering each member of the Board, the managing agent and the manager and shall also cover crossliability claims of one insured against another. Until the first meeting of the Board following the first annual meeting, such public liability insurance shall be in a single limit

of not less than \$1,000,000 covering all claims for personal injury or property damage arising out of any one occurrence. The Board shall review such limits once a year.

- iii. Directors and Officers Liability Insurance. Liability insurance indemnifying the Directors and Officers of the Association against liability for errors and omissions occurring in connection with the performance of their duties, with any deductible amount to be in the sole discretion of the Board.
- iv. Workers Compensation Insurance. Workers compensation and New Jersey disability benefits insurance as required by law.
- v. Vehicular Liability Insurance. To the extent obtainable in the normal commercial marketplace, vehicular liability insurance to cover all motor vehicles, if any, owned or operated by the Association.
- vi. Flood Insurance. Flood hazard insurance in the event any of the insurable Common Elements are located within a federally designated zone of greater than minimal flood hazard.
- vii. Water Damage. Water damage legal liability insurance.
- viii. Other Insurance. Such other insurance as the Board may determine to be appropriate.

Where applicable, policies shall: (a) provide, if possible, for recognition of any insurance trust agreement of the Association and that adjustment of loss shall be made by the Board of Directors with the approval of the Insurance Trustee, if any, and that the net proceeds thereof, if \$15,000.00 or less shall be payable to the Board, and if more than \$15,000.00 shall be payable to the Insurance Trustee, if any; (b) require that the proceeds of physical damage insurance be applied to the restoration of such Common Elements and structural portions and service machinery as is required by the Master Deed and these By-Laws; (c) to the extent obtainable contain agreed amount and inflation guard endorsements; construction code endorsement; demolition cost endorsement; contingent liability from operation of building laws endorsement and increased cost of construction endorsement; (d) provide that the insurance will not be prejudiced by any act or omission of individual Members that are not under the control of the Association; (e) provide that the policy will be primary, even if insurance covering the same loss is held by any Member(s); (f) to the extent obtainable, contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured; and (g) provide that such policies may not be cancelled without at least thirty (30) days prior written notice to all of the named insureds, including all Unit Owners and Eligible Mortgage Holders.

All policies shall show the named insured as: "Westwood Village Condominium Association, Inc., for the use and benefit of the individual owners" or the Association's insurance trustee, if any. The "loss

payable" clause must show the Association or the insurance trustee, if any, as a trustee for each Unit Owner and each Mortgage Holder. Also, the policies must require the insurer to notify in writing the Association, its insurance trustee (if any) and each Eligible Mortgage Holder or other entity named in the mortgagee clause at least thirty (30) days before it substantially changes the Association's coverage.

Any insurance maintained by the Board may provide for such deductible amount as the Board may determine. Notwithstanding any other provisions of this subparagraph, the Association shall not be required to provide any type or amount of insurance not commonly available in the normal commercial marketplace. The premiums for any and all insurance coverage maintained by the Association shall be a Common Expense of the Association. Unit Owners shall not be prohibited from carrying insurance for their own benefit provided that all such policies shall contain waivers of subrogation, to the extent such waivers are available; and, further provided that, the liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

ARTICLE VII

FISCAL MANAGEMENT

7.01. Annual Common Expense Assessments. The Board shall have the duty to collect from each Unit Owner, his heirs, administrators, successors and assigns, as annual Common Expense Assessments, the proportionate part of the Common Expenses assessed against such Unit Owner as provided in the Master Deed, the Certificate of Incorporation and these By-Laws and in accordance with applicable law.

7.02. Determination of Common Expenses. The amount of monies for Common Expenses deemed necessary by the Board and the manner of expenditure thereof, including but not limited to, the allocation thereof, shall be a matter for the sole discretion of the Board.

7.03. Disbursements. The Board shall take and hold the funds as collected and shall disburse the same for the purposes and in the manner set forth herein and as required by the Master Deed, Certificate of Incorporation and applicable law.

7.04. Depositories. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such parties as are authorized by the Board, provided that a management agreement may include among its provisions authority for the manager to sign checks on behalf of the Association for payment of the obligations of the Association, if the proper fidelity bond is furnished to the Association.

7.05. Accounts. The receipts and expenditures of the Association shall be Common Expense Assessments and Common Expenses, respectively, and shall be credited and charged to accounts under the following classifications as the Board shall deem appropriate;

- A. Current expenses, which shall include expenditures within the year for which the budget is made, including reasonable allowances for contingencies and working funds. Current expenses shall not include expenditures chargeable

to reserves. At the end of each year, the unexpended amount remaining in this account shall be applied to reduce the assessments for anticipated expenses for the succeeding year or may be distributed to the current membership in the same manner as assessed, as the Board shall determine in its sole and absolute discretion.

- B. Reserve for deferred maintenance, which shall include funds for maintenance items that the Association is obligated to maintain and that occur less frequently than annually.
- C. Reserve for repair and/or replacement, which shall include funds for repair and/or replacement of the Common Elements and those portions of the Common Elements that the Association is obligated to repair and/or replace and for which repair and/or replacement is required because of damage, depreciation or obsolescence. The amounts in this account shall be allocated among each of the separate categories of replacement items.
- D. Reserves for capital improvements, which shall include the funds to be used for capital expenditures or for acquisition of additional personal property that will be part of the Common Elements.
- E. Operations, which shall include all funds, if any, from the use of the Common Elements or from any other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account and any surplus from

any operation or otherwise shall be used to reduce the assessments for current expenses for the succeeding year, or, at the discretion of the Board, distributed to the current membership in the same manner as assessed. Losses from operations or otherwise shall be met by Special Common Expense Assessments levied against Unit Owners, which assessments may be made in advance in order to provide a working fund.

- F. Initial working capital, consisting of those nonrefundable and nontransferable contributions to initial working capital assessed upon each Owner acquiring title to a Unit as the initial purchaser from the Sponsor upon acquisition of title to such Unit imposed under Article II, Section 2.06, hereof, which may be utilized by the Board in its reasonable discretion to meet unanticipated or other expenses of the Association (but not in order to reduce the annual Common Expense Assessment).
- G. Escrow deposits paid by each Owner to be applied in the event of a default in payment of Common Expense Assessments by that Owner, if imposed under Article II, Section 2.07, hereof.
- H. Bulk real estate tax reserve, which shall be those funds collected by the Association pursuant to Article VI of the Master Deed for the purpose of enabling the Association to pay to the City of Long Branch amounts estimated or assessed and billed as real estate taxes on a bulk basis until such time as the City of Long Branch assesses and bills real estate taxes for the Units of the Condominium on a per-Unit rather than a

bulk basis.

The Board shall not be required to physically segregate the funds held in the above accounts except for reserves for replacement and repair, escrow deposits, if any, and bulk real estate tax reserve, if any, which funds must be maintained in separate accounts. The Board may, in its sole discretion, maintain the remaining funds in one or more consolidated accounts. As to each consolidated account, the division into the various accounts set forth above need be made only on the Association's records.

7.06. Reserves. The Board shall not be obligated to expend all of the revenues collected in any accounting period and must maintain reasonable reserves for, among other things, repairs, replacements, emergencies and contingencies of bad weather and uncollected accounts. Notwithstanding anything herein to the contrary, the Board in its determination of the Common Expenses and the preparation of a budget shall specifically designate and identify that portion of the Common Expenses which is to be assessed against the Unit Owners and which is allocable to reserves for each separate Common Element. The amounts assessed and collected for such reserves shall be kept in one or more interest-bearing savings accounts or certificates of deposit and shall not be utilized for any purpose other than that which was contemplated at the time of the assessment. The foregoing shall not be construed to mean that the Board shall not be permitted to keep additional cash on hand in a checking or petty cash account for the necessary discharge of its functions.

7.07. Notice. The Board shall give written notice to each Unit Owner and Eligible Mortgage Holder of the amount estimated by the Board for Common Expenses for the management and operation of the Association for the next ensuing budget period, directed to the Unit Owner at his last known address by ordinary mail, postage prepaid, or by hand delivery. Said notice shall be conclusively presumed to have been delivered five (5) days after deposit in the United States mails.

7.08. Acceleration of Assessment Installment Upon Default.

If a Unit Owner shall be in default in the payment of an installment upon any type of Common Expense Assessment, the Board may notify the delinquent Unit Owner that the remaining installments of the Assessment shall be accelerated if the delinquent installment has not been paid by a date stated in the notice, which date shall not be less than five (5) days after delivery of the notice to the Unit Owner nor less than ten (10) days after the mailing of such notice to him by registered or certified mail, postage prepaid. If such notice is given and the default shall continue for a period of thirty (30) days, then the Board shall be required to accelerate the remaining installments of the Common Expense Assessment and notify the delinquent Unit Owner that a Claim of Lien for the accelerated amount shall be filed on a date certain stated in the notice if the accelerated balance has not then been paid. The Claim of Lien for such accelerated Common Expense Assessment, as permitted by law, shall then be filed if the delinquent Common Expense Assessment has not been theretofore paid; and the Board may also notify any holder of a Mortgage encumbering the Unit affected by such default or publish

appropriate notice of such delinquency to the membership of the Association. If said default continues for a period of ninety (90) days, then the Board shall foreclose the foregoing lien pursuant to law and/or commence a suit against the appropriate parties to collect the delinquent Common Expense Assessment.

7.09. Interest and Counsel Fees. The Board, at its option, shall have the right in connection with the collection of any type of Common Expense Assessment or other charge to impose a late charge of any reasonable amount and/or interest at the legal maximum rate permitted by law for the payment of delinquent real estate taxes if such payment is made after a date certain stated in a notice of the Common Expense Assessment or other charge. In the event that the Board shall effectuate collection of said Common Expense Assessments or charges by resort to counsel and/or the filing of a Claim of Lien, the Board may add to the aforesaid Common Expense Assessments and/or charges a sum of twenty (20%) percent of the gross amount due as counsel fees, plus the reasonable costs for preparation, filing and discharge of the lien, in addition to such other costs as may be allowable by law.

A. In the case of any action or proceeding brought or defended by the Association or the Board pursuant to the provisions of these By-Laws, the reasonable costs and expenses of preparation and litigation, including attorneys fees, shall be a Common Expense allocated to all Unit Owners.

- B. Money judgments recovered by the Association in any action or proceeding brought hereunder, including costs, penalties or damages, shall be deemed a special fund to be applied to: (1) the payment of unpaid litigation expenses; (2) refunding to the Unit Owners the cost and expenses of litigation advanced by them; (3) Common Expenses, if the recovery thereof was the purpose of the litigation; (4) repair or reconstruction of the Common Elements, if recovery of damages to same was the motivation for the litigation; and (5) any amount not applied to (1), (2), (3) and/or (4) above shall, at the discretion of the Board, be treated either as: (a) a common surplus which shall be allocated and distributed pursuant to the provisions of Article VI of the Master Deed or (b) a set-off against the annual Common Expense Assessment generally. Notwithstanding the
- C. All Common Expenses received and to be received by the Board for the purpose of paying any judgment obtained against the Association or the Board and the right to receive such funds shall constitute trust funds and shall be expended first for such purpose before expending any part of same for any other purpose.
- D. In the event that a Unit Owner(s) succeeds in obtaining a judgment or order against the Association or the Board, then in addition to any other sums to which said Owner(s)

would otherwise be entitled by such judgment or order, he or they shall also be entitled to the restitution or recovery of any sums paid to the Board as Common Expense Assessments for litigation expenses in relation to said action or proceeding.

7.10. Power of Attorney to Permitted Mortgage Holder. In the event the Board shall not cause the enforcement procedures provided in Sections 7.08 and 7.09 of this Article VII to be implemented within the time provided, any Permitted Mortgage Holder for any Unit as to which there shall be such unpaid Common Expense Assessments is hereby irrevocably granted a power of attorney to commence such actions and to invoke such other remedies, all in the name of the Association. This power of attorney is expressly stipulated to be coupled with an interest in the subject matter.

7.11. Annual Audit. The Board shall submit the books, records, and memoranda of the Association to an annual audit by an independent certified public accountant who shall audit same and render a report thereon in writing to the Board and in summary form to the Unit Owners and such Eligible Mortgage Holders or other persons, firms or corporations as may be entitled to same. While the Sponsor appoints a majority of the Directors of the Board, it shall cause an annual audit of Association funds to be prepared by an independent accountant, a copy of which shall be delivered to each Unit Owner within ninety (90) days of the expiration of the fiscal year of the Association. The audit shall cover the operating budget and reserve accounts.

7.12. Examination of Books. Each Unit Owner shall be permitted to examine the books of account of the Board by appointment at a reasonable time on business days; provided, however, that the Treasurer has been given at least ten (10) days prior written notice of the Unit Owner's desire to make such an examination.

7.13. Fidelity Bonds. Fidelity bonds shall be required by the Board from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Board. The premiums for such bonds shall be Common Expenses and shall be paid by the Association. While the Sponsor appoints a majority of the Directors of the Board, it shall cause a fidelity bond or other guarantee acceptable to the New Jersey Department of Community Affairs to be posted in an amount equal to the annual budget securing the fidelity of the Association's manager or managing agent. For the second and succeeding years, the bond or other guarantee shall include accumulated reserves.

ARTICLE VIII

OFFICERS

8.01. Designation. The principal officers of the Association shall be a President, a Vice-President, both of whom shall be members of the Board, a Secretary and a Treasurer. The Board may also appoint such other Assistant Treasurers and Assistant Secretaries as in its judgment may be necessary. Any two (2) offices, except that of President and Vice-President, may be held by one person.

8.02. Election of Officers. The officers of the Association shall be elected annually by the Board at the first meeting of the Board

of Directors following each annual meeting, and such officers shall hold office at the pleasure of the Board.

8.03. Removal of Officers. Upon an affirmative vote of a majority of the full number of Directors, any officer may be removed, either with or without cause, after opportunity for a hearing, and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

8.04. Duties and Responsibilities of Officers.

- A. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of President of a condominium association.
- B. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board shall appoint some other Director to so do on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board.
- C. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Members of the Association; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of a corporate Secretary.

D. The Treasurer shall have the responsibility for the custody of Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be authorized by the Board.

8.05. Other Duties and Powers. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board.

8.06. Eligibility of Directors. Nothing herein contained shall prohibit a Director from being an officer. Membership in Good Standing shall be a prerequisite for any Member to serve as an officer, and maintenance of membership in Good Standing shall be a continuing standard of eligibility for a Member to remain an officer.

ARTICLE IX

COMPENSATION, INDEMNIFICATION AND EXCULPABILITY OF OFFICERS, DIRECTORS, AND COMMITTEE MEMBERS

9.01. Compensation. No compensation shall be paid to the President or the Vice-President or any Director or Committee Member for acting as such officer, Director, or committee member. The Secretary and/or Treasurer (except for Sponsor-appointees) may be compensated for their services if the Board determines that such compensation is appropriate. Nothing herein stated shall prevent any officer, Director,

or committee member from being reimbursed for out-of-pocket expenses or compensated for services rendered in any other capacity to or for the Association; provided, however, that any such expenses incurred or services rendered shall have been authorized in advance by the Board.

9.02. Indemnification. Each Director, officer and committee member of the Association shall be indemnified by the Association against the actual amount of net loss, including counsel fees, reasonably incurred by or imposed upon him in connection with any action, suit or proceeding to which he may be a party by reason of his being or having been a Director, officer or committee member of the Association, except as to matters for which he shall be ultimately found in such action to be liable for gross negligence or willful misconduct. In the event of a settlement of any such case, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified had not been guilty of gross negligence or willful misconduct.

9.03. Exculpability. Unless acting in bad faith, neither the Board as a body nor any Director, officer or committee member shall be personally liable to any Unit Owner in any respect for any action or lack of action arising out of the execution of his office. Each Unit Owner shall be bound by the good faith actions of the Board, officers and committee members of the Association in the execution of the duties of said Directors, officers and committee members. Nothing contained herein shall be construed so as to exculpate members of the Board of Directors appointed by the Sponsor from discharging their fiduciary responsibilities.

ARTICLE X

COVENANTS COMMITTEE

10.01. Purpose. The Board may establish a Covenants Committee, consisting of three (3) members appointed by the Board, each to serve for a term of one year, in order to assure that the Condominium shall always be maintained in a manner:

- A. providing for visual harmony and soundness of repair;
- B. avoiding activities deleterious to the aesthetic or property values of the Condominium;
- C. furthering the comfort of the Unit Owners, their guests, invitees and lessees; and
- D. promoting the general welfare and safety of the Condominium community.

10.02. Powers. The Covenants Committee, if established, shall regulate the external design, appearance, use and maintenance of the Common Elements in accordance with standards and guidelines contained in the Master Deed or By-Laws or otherwise adopted by the Board. The Covenants Committee shall have the power to issue a cease and desist request to a Unit Owner, his guests, invitees or lessees whose actions are inconsistent with the provisions of the Condominium Act, the Master Deed, these By-Laws, the Rules and Regulations or resolutions of the Board (upon petition of any Unit Owner or upon its own motion). The Covenants Committee shall from time to time, as required, provide interpretations of the Master Deed, Certificate of Incorporation and By-Laws, Rules and Regulations and resolutions pursuant to the intent, provisions and quali-

fications thereof when requested to do so by a Unit Owner or the Board. Any action, ruling or decision of the Covenants Committee may be appealed to the Board by any party deemed by the Board to have standing as an aggrieved party and a vote of a majority of the full authorized membership of the Board may modify or reverse any such action, ruling or decision.

10.03. Authority. The Covenants Committee shall have such additional duties, power and authority as the Board may from time to time provide by resolution including the right to impose fines pursuant to Section 11.02 of Article XI hereof. The Board may relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case by case basis by vote of a majority of its full authorized membership. The Covenants Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the Rules and Regulations or by resolution of the Board. Notwithstanding the foregoing, no action may be taken by the Covenants Committee without giving the Unit Owner involved at least ten (10) days prior written notice and affording him the opportunity to be heard, with or without counsel, with respect to the violation(s) asserted.

10.04. Authority of Board in the Absence of a Covenants Committee. In the event that the Board of Directors does not establish a Covenants Committee or in the event a Covenants Committee is established but disbanded, all powers and authority of the Covenants Committee set forth in this Article X shall be vested in and exercised by the Board of Directors.

ARTICLE XI

ENFORCEMENT

11.01. Enforcement. The Board shall have the power, at its sole option, to enforce the terms of this instrument or any Rule or Regulation promulgated pursuant thereto, by any or all of the following: self-help; sending notice to the offending party to cause certain things to be done or undone; restoring the Association to its original position and charging the breaching party with the entire cost or any part thereof; complaint to the duly constituted authorities or by taking any other action before any court, summary or otherwise, as may be provided by law.

11.02. Fines. The Board shall have the power to levy fines against any Unit Owner(s) for violation(s) of any Rule or Regulation of the Association or any covenants or restrictions contained in the Master Deed or By-Laws except that no fine may be levied for more than \$10.00 for any one violation; provided, however, that for each day a violation continues after notice, it shall be considered a separate violation. Collection of the fines may be enforced against any Unit Owner(s) involved as if the fine were a Common Expense owed by the particular Unit Owner(s). Notwithstanding the foregoing, before any fine is imposed by the Board, the Unit Owner involved shall be given at least ten (10) days prior written notice and afforded an opportunity to be heard, with or without counsel, with respect to the violation(s) asserted.

11.03. Waiver. No restriction, condition, obligation or covenant contained in these By-Laws shall be deemed to have been abro-

gated or waived by reason of the failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

ARTICLE XII

AMENDMENTS

Subject to the restrictions in Article XIII of the Master Deed, these By-Laws may be amended or repealed or new By-Laws may be enacted at any meeting of the Association duly held for such purpose and previous to which written notice to Unit Owners of the exact language of the amendment, repeal or new By-Law(s) shall have been sent, a quorum being present, by an affirmative vote of 51% in interest of the votes entitled to be cast in person or by proxy, except that: (i) the first annual meeting may not be advanced; (ii) the first Board (including replacements in case of vacancies) may not be enlarged or removed; and (iii) the obligation and the proportionate responsibility for the payment of Common Expenses with respect to Units or the Common Elements may not be changed by reason of any such new By-Law, amendment or repeal.

ARTICLE XIII

CONFLICT; INVALIDITY

13.01. Conflict. Anything to the contrary herein notwithstanding, if any provision of these By-Laws is in conflict with or contradiction of the Master Deed, the Certificate of Incorporation or with the requirements of any law, then the requirements of said Master Deed, Certificate of Incorporation or law shall be deemed controlling.

13.02. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the enforceability or

affect the remaining provisions of the By-Laws.

ARTICLE XIV

NOTICE

Unless expressly provided to the contrary therein or required otherwise by applicable law, any notice required to be sent to any Unit Owner under the provisions of the Master Deed, the Certificate of Incorporation, these By-Laws and/or the Rules and Regulations shall be deemed to have been properly sent and notice thereby given when mailed by regular post with postage prepaid addressed to the Unit Owner at the last known post office address of the person who appears as a Member on the records of the 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. It shall be the obligation of every Unit Owner to immediately notify the Secretary of the Association in writing of any change of address. Valid notice may also be given to Unit owners by: (i) personal delivery to any occupant of said Unit over 14 years of age or (ii) by affixing said notice to or sliding same under the front door of any Unit. Likewise, any notices to which Eligible Mortgage Holders are entitled by virtue of the terms of the Master Deed, these By-Laws and/or the Rules and Regulations shall, unless expressly provided to the contrary therein, be given by regular post with postage prepaid to the last address of which the Eligible Mortgage Holder has given written notice to the Association.

ARTICLE XV

ARBITRATION

Any arbitration provided for in these By-Laws shall be conducted

before one arbitrator in Monmouth County, New Jersey by the American Arbitration Association, in accordance with its rules then obtaining, and the decision rendered in such arbitration shall be binding upon the parties and may be entered in any court having jurisdiction. All expenses of arbitration hereunder including the fees and expenses of counsel and experts shall be Common Expenses.

ARTICLE XVI

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words "Westwood Village Condominium Association, Inc."

DB4820-0242

EXHIBIT 1F

SCHEDULE OF APPURTENANT PROPORTIONATE INTEREST IN
COMMON ELEMENTS

DD4820-0243

SCHEDULE
OF
APPURTENANT PROPORTIONATE INTEREST IN COMMON ELEMENTS

<u>UNIT</u>	<u>APPURTENANT PROPORTIONATE INTEREST</u>
1	1.120%
2	1.144
3	1.030
4	1.042
5	1.030
6	1.042
7	1.030
8	1.042
9	1.030
10	1.042
11	1.144
12	1.120
14	1.120
15	1.144
16	1.030
17	1.042
18	1.030
19	1.042
20	1.030
21	1.042
22	1.030
23	1.042
24	1.144

DB4820-0244

<u>UNIT</u>	<u>APPUNTEENANT PROPORTIONATE INTEREST</u>
25	1.1203
26	1.120
27	1.144
28	1.144
29	1.120
30	1.144
31	1.120
32	1.120
33	1.144
34	1.144
35	1.120
36	1.144
37	1.120
38	1.120
39	1.144
40	1.030
41	1.042
42	1.030
43	1.042
44	1.030
45	1.042
46	1.030
47	1.042
48	1.144
49	1.120

<u>UNIT</u>	<u>APPUNTEENANT PROPORTIONATE INTEREST</u>
50	1.1208
51	1.144
52	1.030
53	1.042
54	1.030
55	1.042
56	1.030
57	1.042
58	1.030
59	1.042
60	1.144
61	1.120
62	1.144
63	1.157
64	1.144
65	1.156
66	1.144
67	1.156
68	1.144
69	1.156
70	1.455
71	1.580
72	1.163
73	1.176
74	1.163

<u>UNIT</u>	<u>APPUNTENANT PROPORTIONATE INTEREST</u>
75	1.1768
76	1.163
77	1.176
78	1.163
79	1.176
80	1.030
81	1.072
82	1.030
83	1.072
84	1.163
85	1.176
86	1.163
87	1.176
88	1.163
89	1.176
90	1.163
91	1.176
	<hr/> 100.008

IN WITNESS WHEREOF, the Sponsor has caused this instrument to
be executed the day and year first above written by its duly authorized
General Partner.

WITNESS:

OPC ASSOCIATES, a New Jersey general
partnership, Sponsor

Catherine J. D'Almeida

By: *Marianne Coughlin*
Marianne Coughlin,
General Partner

STATE OF NEW JERSEY)
) ss.:
COUNTY OF MONMOUTH)

BE IT REMEMBERED, that on this 6. day of January 1987,
before me, the subscriber,
personally appeared Marianne Coughlin who, I am satisfied is the person
who signed the within instrument as a general partner of OPC Associates,
the general partnership named therein and she thereupon acknowledged that
the said instrument made by the general partnership was signed and deli-
vered by her as such general partner and is the voluntary act and deed of
the general partnership, made by virtue of authority from its general
partners.

[Signature]
Notary Public
JAMES H. HARRIS
NOTARY PUBLIC IN NEW JERSEY
My Comm. Expires Nov. 2, 1898

END OF DOCUMENT