

*Certified copy
Master Deed
By/for >*

Green Street
Edgewater Park,
New Jersey 08010
609-877-0651

THE CONDOMINIUM DOCUMENTS

OF

APARTMENT RESIDENCE

MASTER DEED CREATING AND ESTABLISHING
ARBOR GREEN CONDOMINIUM

THIS MASTER DEED is made this day of
1973, by THE PHOENIX APARTMENTS, INC., a New Jersey corporation
having its principal office at Cooper and Elm Streets, in the
Township of Edgewater Park, County of Burlington and State of
New Jersey, (herein called the "Grantor");

W I T N E S S E T H T H A T:

WHEREAS, the Grantor is the owner in fee simple of the
contiguous tracts of land hereinafter described and has constructed
thereon 33 apartment buildings containing 264 apartment units
and has plans to construct certain recreational facilities thereon;

WHEREAS, by this Master Deed, the Grantor intends to
submit said land and the buildings and improvements erected and
to be erected thereon, and the appurtenances thereunto belonging,
to the form of ownership known and designated as a Condominium
as provided by the Condominium Act of the State of New Jersey
(P. L. 1969, c. 257, effective January 7, 1970, (herein called
the "Condominium Act") for the specific purpose of creating and
establishing Arbor Green Condominium and for the further purpose
of defining the plan of ownership and setting forth the rights,
privileges and obligations of the Grantor, the Unit Owners, the
Association, mortgagees and others who may be interested therein;

NOW, THEREFORE, the Grantor, pursuant to the Condominium
Act, does hereby declare and state on behalf of itself, its successors
and assigns, and on behalf of all persons having or seeking to
acquire any interest of any nature whatsoever in Arbor Green Condominium
as follows:

§1. Lands Subject to Condominium. The Lands and premises
owned in fee simple by the Grantor which are hereby made expressly
subject to the provisions of this Master Deed, and are submitted
by the Grantor to the provisions of the Condominium Act, are described
as follows:

ALL THOSE CERTAIN tracts or parcels of land and premises
situate in the Township of Edgewater Park, in the County of Burlington
and State of New Jersey being more particularly described as follows:

Tract 1: BEGINNING at a point in the center line of
Green Street (50' wide) distance 25 feet on a bearing of North
10°23'40" West from a monument at the Northeast corner of Lot
26, Block 502 of the Edgewater Park Township Tax Map and extends;

Thence (1) along the center line of Green Street North
80°37'10" East a distance of 254.86' to a point in the extended
West side line of Lot 25 for a corner;

Thence (2) South 09°17'50" East 188.96' to a monument
corner to Lot 25 for a point;

Thence (3) North 80°37'10" East a distance of 175.10'
to a point for a corner;

Thence (4) South 09°25'36" East a distance of 351.10'
to a point for a corner;

to a point for a corner;

Thence (5) South 85°52'50" East a distance of 95.00' for a corner;

Thence (6) South 11°22'50" East a distance of 175.00' to a point for a corner;

Thence (7) South 15°37'10" West a distance of 193.00' to a point for a corner;

Thence (8) South 17°07'50" East a distance of 160.00' to a point for a corner;

Thence (9) North 85°55'20" West a distance of 464.21' to a monument for a corner;

Thence (10) North 10°23'40" West passing over a monument in Southerly right of way line of Green Street 962.70' to a point for a corner and place of beginning.

Containing 9.80 acres more or less.

Tract 2: BEGINNING at a point in the center line of Green Street in the dividing line between Lots 22 and 23 in Block 502 on Official Tax Map of Edgewater Park Township and extends:

Thence (1) along said dividing line crossing a monument 25 feet South 9°10'10" East from said center line and continuing along the same course 984.83 feet to a monument corner to same;

Thence (2) South 64°57'50" West 357.49 feet to a point in the dividing line between lots 8 and 23 Block 502 said Tax Map;

Thence (3) along said dividing line North 85°55'20" West 46.00 feet to a point in line of lands now or late of The Phoenix Apartments Inc.;

Thence (4) along said lands North 17°07'50" West 160.00 feet to a point in same;

Thence (5) along the same North 15°37'10" East 193.00 feet to a point in same;

Thence (6) along said lands North 11°22'50" West 175.00 feet to a point in same;

Thence (7) still along the same North 85°52'50" West 95.00 feet to a point in same;

Thence (8) along the same North 9°25'36" West 351.10 feet to a point in the dividing line between lots 23 and 24 Block 502 said Tax Map;

Thence (9) along said dividing line North 80°37'10" East 8.00 feet to a corner of same;

Thence (10) still along same dividing line North 9°17'50" West, crossing a monument in the southerly right of way line of Green Street 188.96 feet to the center line of said Green Street;

Thence (11) along said center line North 80°37'10" East 423.06 feet to the point and place of beginning.

Containing 9.438 acres, more or less.

Tract 3: BEGINNING at a point in the westerly property line of land now or late of The Phoenix Apartments, Inc.; said point being the following bearings and distances measured from the intersection of the center line of Mt. Holly Road with the center line of Green Street N80°17'10" E a distance of 1303.37' and S10°23'40" E a distance of 712.70' and extends.

Thence (1) S 10°23'40" E a distance of 250.00' to a point for a corner;

Thence (2) N 86°18'17" W a distance of 574.30' to a point for a corner;

Thence (3) N 08°28'50" W a distance of 110.23' to a point for a corner;

Thence (4) N 79°36'20" E a distance of 553.42' to a point in the westerly property line of section 4, lands now or late of The Phoenix Apartments, Inc., for a corner and place of beginning.

Containing 2.30 Acres.

Being as to Tracts 1 and 2, the same premises which became vested in the Grantor by Deed dated October 14, 1968, given and executed by Arthur L. Greenberg and Estelle Greenberg, his wife, and recorded in the Clerk's Office of Burlington County, New Jersey in Book 1682 of Deeds at Page 792; and

Being as to Tract 3, the same premises which became vested in the Grantor by Deed dated _____, 1973, given and executed by Margaret W. Heal, Widow, and recorded in the Clerk's Office of Burlington County, New Jersey, in Book _____ of Deeds at Page _____.

TOGETHER with all rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining, including, but not limited to, the rights, liberties, privileges, easements, benefits, covenants and agreements set forth in and UNDER AND SUBJECT TO:

1. Right of Way: Arthur L. Greenberg and Estelle Greenberg to The Edgewater Park Sewerage Authority, dated July 13, 1966, recorded July 5, 1967 in Book 1644, page 868;
2. Declaration of Reciprocal Easement: The Phoenix Apartments, Inc., dated October 22, 1968, recorded October 24, 1968 in Book 1683, page 432;
3. Agreement: The Phoenix Apartments, Inc. and the Township of Edgewater Park, dated September 25, 1970, recorded October 14, 1970 in Book 1745, page 500;
4. Right of Way: The Phoenix Apartments, Inc. to New Jersey Bell Telephone Company and Public Service Electric and Gas Company, dated January 18, 1971, recorded January 25, 1971 in Book 1754, page 494;
5. Right of Way: The Phoenix Apartments, Inc. to Public Service Electric and Gas Company, dated February 12, 1971, recorded May 3, 1971 in Book 1761, page 1197.

§2. Condominium Name. The name by which the Condominium Property shall hereafter be identified is ARBOR GREEN CONDOMINIUM.

§3. Definitions and Terms. The following terms when used in the Master Deed and in the other instruments constituting the Condominium Documents are intended to be consonant with the meanings ascribed to them by the Condominium Act and are defined herein as follows:

A. "Assessment" means that portion of the cost of maintaining, repairing and managing the Condominium Property which is to be paid by each Unit Owner as determined by the Association.

B. "Association" means Arbor Green Condominium Association, a non-profit corporation of the State of New Jersey, which is responsible for the administration and management of Arbor Green Condominium and the Condominium Property as provided by the Condominium Act and the Condominium Documents.

C. "Building or Buildings" means the 33 structures containing the 264 apartment units which are described in §4 hereof and which have been erected on the parcel of land described in §1 hereof.

D. "By-Laws" means the governing regulations of the Condominium and the Association which are set forth in Exhibit "D" attached hereto and made a part hereof.

E. "Common Elements" means all that part of the Condominium Property which is not part of the 264 Units shown on the plans attached hereto as Exhibit "B" and as more particularly set forth in §6 hereof.

F. "Common Expenses" means the actual and estimated expenses for which the Unit Owners are proportionately liable, including but not limited to:

(i) all expenses of administration, maintenance, care, upkeep, protection, insurance surveillance, repair, replacement and operation of the Condominium Property including the Common Elements;

(ii) all sums designated as Common Expenses by or pursuant to the Condominium Act or the Condominium Documents;

(iii) all expenses of administering the Association and all of its real and personal property;

(iv) all expenses agreed upon as common by all Unit Owners; and

(v) any reasonable reserves for the foregoing.

G. "Common Interest" means the proportionate undivided interest, owned in fee simple absolute, in the Common Elements appurtenant to each Unit as expressed in §6C hereof and set forth in Exhibit "C".

H. "Common Receipts" means:

(i) rent and other charges derived from leasing or licensing the use of the Common Elements;

(ii) assessments and other funds collected from Unit Owners as Common Expenses or otherwise; and

(iii) receipts designated as common by or pursuant to the Condominium Documents or the Condominium Act.

I. "Common Surplus" means the excess of all Common Receipts over all Common Expenses.

J. "Condominium" means Arbor Green Condominium.

K. "Condominium Documents" means and includes this Master Deed, as the same may be amended or supplemented from time to time, and the Exhibits annexed hereto and identified as follows:

(i) Exhibit "A": Consists of Exhibit "A-1" which is the Survey Plan of Tracts 1 and 2 referred to and described in §1 hereof showing the location and designation of the Buildings thereon, and Exhibit "A-2" which is the Survey Plan of Tract 3 referred to and described in §1 hereof showing the location of proposed recreational facilities thereon.

(ii) Exhibit "B": Consists of Exhibit "B-1" through Exhibit "B-6", which are floor plans of the six floor types contained in the Buildings and Exhibit "B-7" through Exhibit "B-9", which show floor plans of the six apartment unit types contained in the Buildings, and Exhibit "B-10" through Exhibit "B-15", which are building elevations.

(iii) Exhibit "C": Schedule showing the Common Interests in the Common Elements attributable to each Unit.

(iv) Exhibit "D": By-Laws of the Condominium and the Association.

L. "Condominium Property" means and includes the land and premises described in §1 hereof, the Buildings and all improvements erected and to be erected on said lands and installed in the Buildings (except for such improvements made to or installed in a Unit by the Unit Owner at such Unit Owner's sole cost and expense) and all easements, rights and appurtenances belonging thereto or intended for the benefit thereof, including but not limited to the rights, privileges, easements, benefits, covenants and agreements referred to in this Master Deed.

M. "Majority" or "Majority of Unit Owners" means the Unit Owners of more than 50% of the Common Interests unless a different percentage of Unit Owners is required to be determined under the Condominium Act or the Condominium Documents for any purpose, in which case such different percentage of Unit Owners shall mean the Unit Owners of aggregate Common Interests equal to the percentage so specified.

N. "Operation of the Condominium Property" means and includes the administration of the Condominium, and the operation, maintenance, repair or replacement of and the making of any additions or improvements in the Common Elements.

O. "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.

P. "Plans" means the plans attached hereto as Exhibit "B".

Q. "Unit" means a part of the Condominium Property which is designed or intended for independent use as a private residence, and includes the Common Interest in the Common Elements assigned thereto pursuant to the terms of this Master Deed.

R. "Unit Deed" means a deed of conveyance of a Unit in recordable form.

S. "Unit Designation" means the number, letter or combination thereof, or other official designation as shown on the Plans attached hereto as Exhibits "A-1" and "B" and assigned to the Unit.

T. "Unit Owner" means the Person or Persons owning a Unit in fee simple.

§4. Description of Buildings Erected and to be Erected.

The Grantor has constructed upon Tracts 1 and 2 of the land described in §1, thirty-three (33) multi-unit apartment buildings, each of which is two stories in height. Each building contains eight (8) apartment Units. Buildings 4A, 4G, 4I, 4J, 5C, 5D, 5M, 5N and 5O, each contain eight (8) one-bedroom Units. Buildings 4B, 4E, 4F, 4H, 4K, 4L, 4M, 4N, 5E, 5F, 5I, 5J, 5K, 5L, 5P and 5Q, each contain eight (8) one-bedroom with den Units and Buildings 4C, 4D, 4O, 4P, 5A, 5B, 5G and 5H, each contain eight (8) two-bedroom Units. In the aggregate there are 72 one-bedroom Units, 128 one-bedroom with den Units and 64 two-bedroom Units. Each building is of brick veneer over wooden frame and is constructed on concrete footings with eight inch block foundation. The location of each Building upon the land described in §1 hereof is more particularly shown on Exhibit "A-1" attached hereto. The Grantor declares that the construction of the Buildings is substantially in accordance with the working drawings prepared by D'Anastasio, Lisiewski and Tarquini, Camden, New Jersey, based substantially upon the Plans attached hereto as Exhibit "B", and that the Buildings, if not completed at the time of the recording of this Master Deed shall be deemed in all respects, when completed, to be subject to the provisions of this instrument.

In addition, the Grantor intends and will construct upon Tract 3 described in §1 hereof, certain additional improvements consisting of the following: swimming pool, tennis court and community building.

Said improvements shall be constructed in accordance with working drawings to be prepared by Richard Kline, Registered Architect, shall be located on said Tract 3 approximately at the locations shown on Exhibit "A-2", and shall constitute a part of the Common Elements.

§5. Description and Designation of Units.

A. The Grantor, in order to implement the Condominium plan of ownership for the Condominium, covenants and agrees that it hereby subdivides the Buildings described in §4 hereof into 264 separate parcels of real property, being the 264 Units referred to in this §5 and as shown on Exhibit "B" attached hereto and made a part hereof. Every Unit, together with its undivided Common

Interest in the Common Elements, shall for all purposes be and it is hereby declared to be and to constitute a separate parcel of real property and may be dealt with by the Unit Owner thereof in the same manner as is otherwise permitted by the laws of the State of New Jersey for any other parcel of real property. The Unit Owner of a Unit shall be entitled to the exclusive ownership and possession of his Unit subject only to the covenants, restrictions, easements, By-Laws, rules, regulations, resolutions and decisions affecting the same and relating thereto as may be contained in the Condominium Documents or as may from time to time be passed in accordance with this Master Deed and the By-Laws. Each Unit may be held and owned by one or more Persons in any form of ownership, real estate tenancy or relationship recognized under the laws of the State of New Jersey.

B. The plans for each Building type and the plans for each floor type showing the Units therein and each Unit type are attached hereto as Exhibit "B". Note that the elevations shown in Exhibit "B-10" through Exhibit "B-15" show only those Buildings with adjoining Buildings containing the same type of unit. Thus, elevations for Buildings 4A and 4B which adjoin but contain one bedroom and one bedroom with den unit respectively; 4G and 4H which adjoin but contain one bedroom and one bedroom with den units respectively; 5L and 5M which adjoin but contain one bedroom with den and one bedroom units respectively; and 5I which is a free-standing building containing one-bedroom with den units, are not specifically shown; however the elevations of those Building are the same as those shown on said Exhibits for the same type of Building, except for the appropriate substitution for adjoining Buildings in the case of 4A and 4B, 4G and 4H, 5L and 5M, and except that 5I has no Building adjoining it.

(i) Buildings 4A, 4G, 4I, 4J, 5C, 5D, 5M, 5N and 5O each contain eight one-bedroom Units. The first floor of each of said Buildings contains four one-bedroom Units numbered 1, 2, 3 and 4, as shown on Exhibit "B-1". Each of said Units is as shown on Exhibit "B-7". The second floor of each of said Buildings contains four one-bedroom Units numbered 5, 6, 7 and 8, as shown on Exhibit "B-2". Each of said Units is as shown on Exhibit "B-7". Each Unit is designated by the number and letter of the Building in which it is contained, together with the number of such Unit within said Building, as aforesaid.

(ii) Buildings 4B, 4E, 4F, 4H, 4K, 4L, 4M, 4N, 5E, 5F, 5I, 5J, 5K, 5L, 5P and 5Q each contain eight one-bedroom with den Units. The first floor of each of said Buildings contains four one-bedroom with den Units numbered 1, 2, 3 and 4, as shown on Exhibit "B-3". Each of said Units is as shown on Exhibit "B-8". The second floor of each of said Buildings contains four one-bedroom with den Units numbered 5, 6, 7 and 8, as shown on Exhibit "B-4". Each of said Units is as shown on Exhibit "B-8". Each Unit is designated by the number and letter of the Building in which it is contained, together with the number of such Unit within said Building, as aforesaid.

(iii) Buildings 4C, 4D, 4O, 4P, 5A, 5B, 5G and 5H each contain eight two-bedroom Units. The first floor of each of said Buildings contains four two-bedroom Units numbered 1, 2, 3 and 4, as shown on Exhibit "B-5". Each of said Units is as shown on Exhibit "B-9". The second floor of each of said Buildings contains four two-bedroom Units numbered 5, 6, 7 and 8, as shown on Exhibit "B-6". Each of said Units is as shown on Exhibit "B-9". Each Unit is designated by the number and letter of the Building in which it is contained, together with the number of such Unit within said Building, as aforesaid.

C. Each Unit consists of: (i) the volumes or cubicles of space enclosed by and measured horizontally and vertically

from the unfinished inner surfaces of the perimeter interior walls, bearing walls, window frames, door frames and trim, ceilings and floors of the Unit, excluding doors, windows and vents, and measured from the exterior (outer) surfaces of doors, windows and vents; (ii) all interior dividing walls and partitions located within the Unit (including the space occupied by such walls or partitions), excepting those interior walls and partitions located within the Unit which divide one Unit from another, in which case each of the Units divided by a party wall shall own to the center of said party wall; and (iii) the decorated inner surfaces of said perimeter walls (including the decorated inner surfaces of any load-bearing interior walls located within the Unit and of any walls enclosing the common pipe chases), floors and ceilings consisting of paint, plaster board, carpeting, floor tiles and other floor coverings, and all other finishing material affixed or installed as a part of the physical structure of the Unit; and (iv) all fixtures, appliances, mechanical systems and equipment, heating and air-cooling systems and equipment installed and for the sole and exclusive use of the Unit; and to the interior surfaces of the floor, walls and overhead structure of any balcony serving any Unit or Units. No pipes, wires, conduits or other public utility lines or installations constituting a part of the over-all systems designed for the service of any particular Unit or Building, nor any of the structural members or portions of any of the Buildings, nor any other property of any kind which is not removable without jeopardizing the soundness, safety or usefulness of the remainder of the Building, shall be deemed to be a part of any Unit (except for the party walls).

D. A Unit shall be described in the Unit Deed by Unit Designation and such Unit Deed shall otherwise comply with the provisions of the Condominium Act. Every conveyance or lien using the Unit Designation assigned to a Unit shall be deemed to include its Common Interest in the Common Elements and shall include, without requiring specific reference thereto or enumerating them, all the appurtenances thereto, whether specifically described or not, and easements in favor of the Unit and similarly shall be subject to all easements in favor of others.

E. Except as reserved to the Grantor, no Unit may be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise transferred without first amending this Master Deed in accordance with the provisions hereof to show the changes in the Unit to be affected thereby.

§6. Description of Common Elements and Common Interest.

A. The Common Elements are set forth and shown in Exhibits "A" and "B" attached hereto.

B. The Common Elements consist of all parts of the Condominium Property other than the Units, and include without limitation, the following: (i) the parcel of land shown on the Survey Plans attached hereto as Exhibit "A" and more particularly described in §1 hereof; (ii) the Buildings identified and described in §4 hereof and shown on Exhibit "B", including space within the Buildings not otherwise in §5 hereof defined as being embraced within the Units located in the Buildings, and including the foundations, structural and bearing parts, perimeter interior walls (except party walls dividing two Units), supports, floor slabs, roofs, load bearing partitions, pipe chases and interior walls and partitions, if any, enclosing said pipe chases and the space actually occupied by the foregoing; (iii) all water, gas, electric, telephone lines

and conduits and all storm and sanitary sewers, storm water seepage and retention pond and other utility facilities which are installed in, upon, under or across the parcels of land described in §1 hereof and other land described in the Master Deed, subject, however, to the rights of others to use the same as set forth in the Master Deed; (iv) installations of all central services and utilities; (v) all parking areas, access roads, driveways, walkways, pedestrian sidewalks, landscaped and planting areas, retaining walls, street lights and other lighting facilities, master television antenna system, fire hydrants, swimming pools and pump house, tennis courts, community building and all other recreational or community facilities which are constructed and to be constructed upon the parcel of land described in §1 hereof; (vi) all concrete patios immediately adjoining the Units on the first floor of the Buildings, provided, however, that each Unit Owner whose Unit immediately adjoins such patio shall have an easement for the exclusive use thereof; (vii) all balconies immediately adjoining the Units on the second floor of the Buildings, provided, however, that each Unit Owner whose Unit has sole access to a balcony shall have an easement for the exclusive use thereof; (viii) the foyers leading to the Units in each Building; (ix) any crawl space located beneath the first floor of each Building; (x) all apparatus and installations existing or intended for common use; (xi) all other elements of any improvement necessary or convenient to the existence, management, operation, maintenance, upkeep and safety of the Condominium Property or normally in common use; and (xii) all appurtenances and facilities and other items set forth in the Condominium Act and in the Condominium Documents.

C. Each Unit has appurtenant to it a Common Interest in the Common Elements as set forth in Exhibit "C" attached hereto and made a part hereof.

D. The Common Interest of a Unit in the Common Elements shall be inseparable from such Unit, and any conveyance, lease, devise or other disposition or mortgage or other encumbrance of any Unit shall extend to and include the Common Interest in the Common Elements whether or not expressly referred to in the instruments effecting the same. The Common Interests of the Units in the Common Elements and the fee titles to the respective Units conveyed therewith, shall not be separately conveyed, transferred, alienated or encumbered and each of said Common Interests shall be deemed to be conveyed, transferred, alienated or encumbered with its respective Unit notwithstanding that the description in the instrument of conveyance, transfer, alienation or encumbrance may refer only to the fee title to the Unit.

E. The Common Elements shall remain undivided and shall not be the object of an action for partition or division, provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint venturers nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit ownership as between such co-owners.

F. The Common Interest appurtenant to each Unit shall have a permanent character, shall be inseparable from each Unit and shall not be altered or changed without the consent of the Unit Owners affected and the holders of record of any liens thereon as expressed in an amendment to the Condominium Documents.

G. Each Unit Owner, tenant and occupant of a Unit, and the invitees, agents and employees of such Unit Owner, tenant and occupant, may use the Common Elements in common with the Unit

Owners, tenants, occupants, invitees, agents and employees of the other Units in accordance with the reasonable purposes for which they are intended without hindering or encroaching upon the lawful rights of the other Unit Owners, but nothing in the Paragraph contained shall be deemed to prevent some Unit Owners from enjoying substantially exclusive rights or advantages in a part or parts of the Common Elements by reason of their ownership of a particular Unit or Units.

H. The Unit Owners shall have the irrevocable right, to be exercised by the Association, or its designee, to have access to each Unit for the purpose of inspecting and making repairs, replacements or improvements to the Common Elements (and to the Unit itself where the responsibility therefor is upon the Association) contained therein or elsewhere in the Building, or to prevent damage to the Common Elements or other Units, or to abate any violation of law, orders, rules or regulations of any governmental authorities having jurisdiction thereof.

I. The Association shall, if any question arises, determine the purpose for which a Common Element is intended to be used. It shall have the right to promulgate rules and regulations limiting the use of the Common Elements to Unit Owners and their respective families, guests, invitees and employees.

J. The maintenance, repair, replacement, cleaning, sanitation, management, operation and use of the Common Elements shall be the responsibility of the Association, but nothing herein contained shall be construed so as to preclude the Association from delegating these duties to a manager or agent or to other persons, firms or other corporations.

K. The expenses incurred or to be incurred for the maintenance, repair, replacement, cleaning, sanitation, management, operation and use of the Common Elements shall be assessed by the Association against, and collected from, the Unit Owners.

L. (i) The Association shall have the right to make or cause to be made such alterations and improvements to the Common Elements as in its opinion may be beneficial and necessary or which are requested in writing by a Unit Owner or Unit Owners and the holders of first mortgages thereon, whose rights, in the sole opinion of the Association may be prejudiced by such alteration or improvement.

(ii) When, in the sole opinion of the Association, the alteration or improvement is general in character the costs therefor shall be assessed as Common Expenses.

(iii) When, in the sole opinion of the Association, the alteration or improvement is exclusively or substantially exclusively for the benefit of one or more Unit Owners that requested it, the cost shall be assessed against such Unit Owner or Unit Owners in such proportion as the Association shall determine is fair and equitable. Nothing herein contained shall prevent the Unit Owners affected by such alteration or improvement from agreeing in writing, either before or after the assessment is made, to be assessed in different proportions.

M. No Unit Owner shall do any work which would affect or alter any of the Common Elements or impair any easement or hereditament therein.

N. Every Unit Owner shall comply strictly with the covenants, conditions and restrictions set forth in the Master Deed and with the By-Laws, rules, regulations, resolutions and decisions adopted pursuant thereto in relation to the use and operation of the Condominium, the Units, the Common Elements and the other Condominium Property. Failure to comply with any of the same shall be ground for an action to recover sums due, for damages, or injunctive relief or any or all of them. Such action may be maintained by a Unit Owner, the Association on its own behalf or on behalf of the Unit Owners aggrieved, or by any person who holds a mortgage lien upon a Unit and is aggrieved by such non-compliance. In any case of flagrant or repeated violation by a Unit Owner, he may be required by the Association to give sufficient surety or sureties for his future compliance with said covenants, conditions, restrictions, By-Laws, rules, regulations, resolutions and decisions.

O. A Unit Owner shall have no personal liability for any damages caused by the Association or in connection with the use of the Common Elements. A Unit Owner shall be liable for injuries or damages resulting from an accident in his own Unit in the same manner and to the same extent as the owner of any other real estate.

§7. Administration of Condominium; The Association.

A. The Condominium and the Condominium Property shall be administered, supervised and managed by the Association which shall act by and on behalf of the Unit Owners of the Units in the Condominium in accordance with the Condominium Documents, the By-Laws comprising part thereof and in accordance with the Condominium Act. The By-Laws form an integral part of the plan of ownership herein described and the Condominium Documents shall be construed in conjunction with the provisions of the By-Laws. Pursuant to §12 of the Condominium Act the Association is hereby designated as the form of administration of the Condominium, and the Association is hereby vested with the rights, powers, privileges and duties necessary or incidental to the proper administration of the Condominium as set forth in the Condominium Documents and the Condominium Act. The Association shall also be empowered and is hereby empowered and shall be obliged: (i) to fix charges, assessments, fees and rents; (ii) to hold all of the foregoing and funds or other assets of the Condominium and administer them as trustee for the benefit of the Unit Owners; (iii) to maintain itself, or through its management agent, accounting records in accordance with generally accepted accounting principles, open to inspection at reasonable times by Unit Owners, such records to include: (a) a record of all receipts and expenditures, and (b) an account for each Unit setting forth any shares of Common Expenses or other charges due, the due dates thereof, the present balance due and any interest in Common Surplus; (iv) to contract for all loans, mortgages, leases and purchase or sale of Units in the Condominium acquired by it or its designee on behalf of all of the Unit Owners, where applicable; (v) to approve or disapprove of sales or leases of Units as herein specified; (vi) to direct all expenditures, select, appoint, remove and establish the salaries of employees and fix the amount of bonds for officers and employees; (vii) to maintain the Common Elements and other portions of the Buildings as herein specified, paying for services and supervising repairs and alterations; (viii) to adopt rules and regulations as may be necessary for the management, control and orderly use of the Common Elements, and in general it shall manage the Condominium

Property as provided herein and in the By-Laws, but nothing herein shall prevent the Association from employing and delegating such powers as it deems advisable to professional management; and (ix) to exercise any of the rights, powers; privileges or duties which may from time to time, be established by law or which may be delegated to it by the Unit Owners.

B. No Unit Owner, except as an officer of the Association, shall have any authority to act for or bind the Association.

C. Every Unit Owner, upon becoming a Unit Owner, shall become, automatically, a member of the Association and shall remain a member of the Association until such time as such Unit Owner's ownership ceases for any reason, at which time such Unit Owner's membership in the Association shall cease automatically. Other than as an incident to a lawful transfer of the title to a Unit, membership in the Association shall be nontransferable and any attempted transfer shall be null and void.

D. Any conveyance, transfer or alienation of any Unit shall conclusively be deemed to include all of the interest of the Unit Owner in the Association and any encumbrance upon any Unit shall also be conclusively deemed to attach to all of the interest of the Unit Owner of the Unit in the Association.

§8. Voting Rights of Unit Owners.

A. The voting rights of Unit Owners shall be computed on the basis of each Unit Owner's Common Interest in the Common Elements. The number of votes which each Unit Owner shall be entitled to cast in any of the affairs of the Association requiring a vote shall be equal to the respective figure shown opposite each Unit designation in Exhibit "C" hereof (which figure is the percentage of Common Interest in the Common Elements attributable to such Unit) multiplied in each case by 100, thereby resulting in 10,000 votes in the aggregate.

B. If a Unit is owned by one individual, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one individual, or is under lease, the individual entitled to cast the vote for the Unit shall be designated by a certificate signed by all the record Unit Owners of such Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the individual entitled to cast the votes for the Unit shall be designated by a certificate of appointment signed by the president or vice president, under its corporate seal, and attested by the secretary of the corporation and filed with the Secretary of the Association. If a Unit is owned by a partnership, the individual entitled to cast the vote for the Unit shall be designated by a certificate signed by all partners and filed with the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the individual entitled to cast the vote of a Unit may be revoked by any Unit Owner thereof.

§9. Sharing of Common Expenses and Common Surplus.

A. The Unit Owners shall share, be liable and charged for and be bound to contribute to, Common Expenses in the same proportion as their respective Common Interests in the Common Elements. The Unit Owners shall share, and be entitled to, Common Receipts and Common Surplus in the same proportion as their respective Common Interests in the Common Elements.

B. Assessments against the Unit Owners shall be made by the Association and the amount of Common Expenses charged to each Unit shall be a lien against such Unit, subject to the provisions of Section 21 of the Condominium Act. Such lien shall exist in favor of the Association and there shall be included therein interest as hereinafter provided and reasonable attorney's fees for enforcing payment thereof. A Unit Owner shall, by acceptance of title, be conclusively presumed to have agreed to pay his proportionate share of Common Expenses assessed while he is the Owner of a Unit. However, the liability of a Unit Owner for Common Expenses shall be limited to amounts duly assessed in accordance with the Condominium Documents and the Condominium Act. No Unit Owner may exempt himself from liability for his share of Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by abandonment of his Unit or otherwise. The Common Expenses charged to any Unit shall bear interest from the due date set by the Association at such rate not exceeding the legal interest rate as may be established by the Association, or if no rate is so established, at the legal rate.

C. Assessments for Common Expenses shall be made for the Association's fiscal year annually in advance on October 30 of the year preceding the fiscal year for which the assessments are made. Such annual assessments shall be due and payable in twelve equal monthly installments on the first day of each month in each year. The Association may review and reconsider the assessments made and may increase or decrease the same. Any such increase required for the proper management, maintenance and operation of the Common Elements and other Condominium Property shall be paid by the Unit Owners on the 1st day of the month next following notice of the increase.

D. Taxes, assessments, water rents, sewer rents, which may be levied against the Condominium Property as a whole before separate assessments for each Unit is made as provided by §19 of the Condominium Act, shall be paid by the Association and shall be included in the budget and paid by the Unit Owners as a Common Expense. All liens against the Common Elements of any nature including taxes and special assessments levied by governmental authority may be paid by the Association and shall be assessed by it against the Unit or Units in accordance with their respective Common Interests or to the Common Expenses account, whichever in the judgment of the Association is appropriate. All other assessments, either for emergencies or otherwise, shall be made by the Association in accordance with the provisions of the Condominium Act and the Condominium Documents and if the time of payment is not set forth therein, the same shall be determined by the Association.

E. The assessments against all Unit Owners shall be set forth upon a roll of the Units which shall be available for inspection at all reasonable times by Unit Owners or their duly authorized representatives. Such roll shall indicate for each Unit the name and address of the Unit Owner or Unit Owners, the assessments for all purposes and the amounts of all assessments paid and unpaid.

F. As between the Association and each Unit Owner, the Common Expenses and other charges and expenses represented in the usual quarterly assessment shall become effective as a lien against each Unit on the first day of each such quarter; additional or added assessments for Common Expenses and other

charges and expenses, if any, assessed against Units and not covered by the usual quarterly assessment shall become effective as a lien against each Unit as of the date when the expense or charge giving rise to such additional or added assessment was incurred by the Association. As to other persons such liens shall be effective from and after the time of recording in the public records of Burlington County, New Jersey, of a claim of lien as provided in Section 21 of the Condominium Act. In the event that any such lien shall have been filed as aforesaid, then such lien may be foreclosed by the Association in the manner provided for the foreclosure of a mortgage on real property; and, in the event of the filing of such claim of lien, the Association shall, in addition to the amount due, be entitled to recover reasonable expenses of the action including costs and attorney's fees. The right of the Association to foreclose the lien aforesaid shall be in addition to any other remedy which may be available to it at law or equity for the collection of all assessments duly made by the Association, including the right to proceed personally against any Unit Owner for the recovery of a personal judgment against such Unit Owner.

G. All such liens shall be subordinate to any lien for past due real estate taxes, the lien of any mortgage to which the Unit is subject and to any other lien recorded prior to the time of recording of the claim of lien.

H. Upon any voluntary conveyance of a Unit, the grantor and grantee of such Unit shall be jointly and severally liable for all unpaid assessments pertaining to such Unit duly made by the Association or accrued up to the date of such conveyance without prejudice to the right of the grantee to recover from the grantor any amounts paid by the grantee, but the grantee shall be exclusively liable for those accruing while he is the Unit Owner.

I. Any Unit Owner or any purchaser of a Unit prior to completion of a voluntary sale may require from the Association a certificate showing the amount of unpaid assessments pertaining to such Unit and the Association shall provide such certificate within 10 days after request therefor. The holder of a mortgage or other lien on any Unit may request a similar certificate with respect to such Unit. Any Person other than the Unit Owner at the time of issuance of any such certificate who relies upon such certification shall be entitled to rely thereon and his liability shall be limited to the amounts set forth in such certificate.

J. If a mortgagee of a first mortgage of record or other purchaser of a Unit obtains title to such Unit as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or other assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner which become due prior to acquisition of title as a result of the foreclosure. 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; except to the extent that said unpaid share is collected by the Association by virtue of court action or otherwise.

K. A Unit may be sold by the sheriff on execution, free of any claim, not a lien of record, for Common Expenses or other assessments by the Association, but any funds derived

from such sale remaining after satisfaction of prior liens and charges but before distribution to the previous Unit Owner, shall be applied to payment of such Common Expenses or other assessments if written notice thereof shall have been given to the sheriff before distribution. Any such unpaid Common Expenses which shall remain uncollectible from the former Unit Owner for a period of more than 60 days after such sheriff's sale may be reassessed by the Association as Common Expenses to be collected from all Unit Owners including the purchaser who acquired title at the sheriff's sale, his successors and assigns. The Association may bid in and purchase the Unit at a sheriff's sale, and acquire, hold, lease, mortgage and convey the same.

L. Notwithstanding any foreclosure, tax sale, or other forced sale of a Unit, all applicable provisions of the Condominium Documents and rules and resolutions of the Association, shall be binding upon any purchaser at such sale to the same extent as they would bind a voluntary grantee, except that such purchaser shall not be liable for the share of Common Expenses or other assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner which become due prior to such sale except as otherwise provided in the preceding paragraphs.

§10. Maintenance and Repair of Units.

A. No Unit Owner shall make any structural modifications or alterations within his Unit without the written consent of the Association or of its duly authorized representative, and no act shall be done under any circumstances which does or may tend to impair the structural integrity of the Building or adversely affect or jeopardize the soundness or safety of any part of the Condominium Property or impair any easement or right appurtenant thereto or affect the Common Elements without the unanimous written consent of all Unit Owners who might be affected thereby. No Unit Owner shall contract for or perform any maintenance, repair, replacement, removal, alteration or modification of the Common Elements, except through the Association and its officers.

B. It shall be the responsibility of the Association to maintain, repair or replace:

(i) All portions of a Unit which contribute to the support of the Building, including main bearing walls, but excluding painting, wall papering, decorating or other work on the interior surfaces of walls, ceilings and floors within the Unit;

(ii) All Common Elements within the Unit; and

(iii) All damage caused by work done by direction of the Association.

C. It shall be the responsibility of the Unit Owner:

(i) To maintain, repair or replace at his own expense all portions of the Unit which may cause injury or damage to the other Units or to the Common Elements except the portions thereof mentioned and described in §10B hereof;

(ii) To paint, wall paper, decorate, maintain and keep in good repair (and replace, if necessary) the Unit, including, without limitation, the interior surfaces of all walls, ceilings, doors, window frames and vents, window glass and floors within the Unit;

(iii) To pay the expenses incurred by the Association in making repairs or replacements of the Common Elements necessitated by his act, neglect, carelessness or misuse;

(iv) To pay the expense incurred by the Association in making repairs or replacements of any part of the Building, including, without limitation, the patio or balcony which he has the exclusive easement to use, caused or permitted by his negligence, misuse or neglect;

(v) To perform his responsibilities in such a manner and at such reasonable hours so as not to disturb other Unit Owners residing in the Buildings;

(vi) To refrain from repairing, altering, replacing, painting or otherwise decorating or changing the appearance of any portion of the Common Elements without first obtaining the consent in writing of the Association and to refrain from repairing, altering, replacing, painting, decorating or changing any balcony, patio or other exterior appendages to the Unit whether exclusively used by the Unit Owner or otherwise without obtaining the aforementioned consent; and

(vii) To promptly report to the Association or its agent all work that he intends to perform for repair of any kind, the responsibility for the remedying of which lies with the Association. Any consent by the Association to the performance of such work by the Unit Owner shall not constitute an assumption by the Association to pay therefor. Also, the failure of the Association to take action on the notice shall not be deemed a waiver by it of its rights and shall also not constitute a consent by the Association or any assumption by it to pay for any work performed by the Unit Owner. Any consent given by the Association may set forth the terms of such consent and the Unit Owner shall be required to abide thereby.

D. Nothing in this §10 contained shall be construed so as to impose a personal liability upon the Association or any of the members of the Board of Trustees, or officers, of the Association for the maintenance, repair or replacement of any Unit or Common Element or give rise to a cause of action against them. The Board of Trustees, as such, shall not be liable for damages of any kind except for willful misconduct or bad faith.

§11. Restrictions and Covenants.

A. Each Unit is intended to be, and shall be, used as a private residence only.

B. The Grantor and every Unit Owner by the acceptance of the Unit Deed, and their heirs, successors and assigns, covenant that they will faithfully observe all of the terms, covenants and conditions wherever imposed in the Condominium Documents.

C. Each Unit Owner, his heirs, successors and assigns, further covenants that:

(i) he will not use, cause or permit the Unit to be used other than as provided in the Condominium Documents, nor will he use, cause or permit the Unit to be subdivided, changed or altered without first having obtained the written approval of the Association;

(ii) he will not use, permit or allow the Unit or any part thereof to be used for any offensive or unlawful purpose nor will he permit or allow any nuisance within the Unit nor will he use, permit or allow the Unit to be used in a manner which will be a source of annoyance to residents or which in any way interferes with the peaceful possession, enjoyment and proper use of the Condominium Property by the other residents;

(iii) he will not use, permit, or allow the Unit to be occupied by any tenants who have not received approval from the Association, nor will he sell or lease the Unit without first obtaining the consent of the Association in accordance with the provisions of §12 hereof; and

(iv) he will supply to the Association the information relating to prospective purchasers or tenants of a Unit as may be necessary towards a proper determination as to his desirability as an approved purchaser or tenant, among there are: former addresses, business and social references, financial status.

§12. Sale, Transfer or Lease of Units.

A. The Unit Owner has the right to sell or lease his Unit providing he gives 30 days notice of the terms of a bona fide sale or lease to the Association and obtains its approval for the sale or lease. The failure of the Association to act within such 30 day period shall be deemed to constitute approval. If the Association disapproves of the transaction, it shall within 15 days after making its decision known produce a purchaser or lessee approved by it who will accept the transaction upon terms as favorable to the seller or landlord as the terms stated in the notice to the Association. If the Association does not produce such a purchaser or lessee, as the case may be, within the aforesaid 15 days, the Unit Owner shall have the right to effectuate such sale or lease on the terms submitted, as more specifically set forth herein.

The Association, or its designee, may elect to purchase or lease such Unit on behalf of all of the Unit Owners in the manner set forth herein. In the event the Association shall elect to lease such Unit, then the Association shall have the right to sublet the same to a subtenant acceptable to it.

B. Any sale, voluntary transfer, conveyance or lease for which authorization has not been obtained pursuant to the terms of the Condominium Documents is voidable and may be voided by certificate of the Association duly recorded in the Clerk's Office of Burlington County, New Jersey.

C. All notices hereinafter referred to in this §12 shall be given by registered or certified mail. Delivery shall be deemed made and notice shall be deemed given by such mailing and shall not be dependent upon acceptance by the addressee.

D. A Unit Owner intending to make a transfer, sale or lease of the Unit, or any part thereof, or interest therein, shall give notice to the Association of such intention. He shall furnish at that time, for the information of the Association, the name and address of the intended grantee or tenant. He shall furnish a statement of all the terms of the transaction. He shall furnish a statement of social and financial references of the transferee or tenant and such other information as the Association

may reasonably require as to all transfers or leases, generally. He shall use the form, if any, supplied by the Association in order to supply the information requested in orderly fashion. Notice, when given, shall constitute a representation, warranty and an offer to sell or lease to any purchaser or tenant produced by the Association.

E. Where the Association has failed to act on a transaction and before the fifteen day period for the production of a purchaser or tenant has passed, a Unit Owner may withdraw his offer to sell or lease. When the Association has produced a purchaser or a tenant who fulfills the requirements set forth in paragraph 12A hereof and agrees thereto, a binding contract shall be deemed to have come into existence and the Unit Owner shall be bound to consummate the transaction with such purchaser or tenant furnished by the Association in accordance with the terms thereof.

F. The action by the Association consenting to a sale or lease shall be in recordable form signed by an officer of the Association and attested to by the secretary thereof, and such instrument shall be conclusive evidence of such consent. The failure of the Association to act on a notice given to it within thirty days shall be deemed to constitute approval of the sale or lease. The Unit Owner, the purchaser or tenant may demand and shall be entitled to receive from the Association its consent to the sale or lease in recordable form.

G. In the event the Association shall approve a lease, such approval shall not release the Unit Owner making the same from any obligation under the Condominium Documents. The Association shall have the right to require that a substantially uniform form of lease be employed with respect to any lease of a Unit.

H. Notwithstanding anything to the contrary herein, the provisions of this §12 shall not be applicable to a judicial sale of any Unit, nor to a voluntary conveyance to a mortgagee in lieu of foreclosure, nor to any sale or lease by any mortgagee after such mortgagee shall have acquired title to a Unit pursuant to a foreclosure of its mortgage or by virtue of a deed in lieu of foreclosure, nor to the Grantor until after the Grantor has initially conveyed or disposed of all Units in the Condominium; except that the Association shall have the right to make payment of any monies due on any mortgage, judgment or other lien against a Unit if necessary in order to prevent the title of the owner from being acquired by another person, and thereby acquire for the Association said lien, and/or title to the Unit.

§13. Encroachments; Easements.

A. In the event that any portion of the Common Elements encroaches upon any Unit upon completion of construction, or in the event that any portion of a Unit encroaches upon any other Unit or upon any portion of the Common Elements upon completion of construction, or in the event any encroachment shall occur thereafter as a result of: (i) settling of the Buildings, or (ii) alteration or repair to the Common Elements, or (iii) repair or restoration of the Buildings or a Unit after damage by fire or other casualty; or (iv) condemnation or eminent domain proceedings, a valid easement shall exist for the encroachment and for the maintenance of the same so long as the Buildings stand. In the event that any one or more of the Units or of the Buildings or other improvements comprising part of the Common Elements is

partially or totally destroyed and is then rebuilt or re-constructed in substantially the same location, and as a result of such rebuilding any portion thereof shall encroach as provided in the preceding sentence, a valid easement for such encroachment and for the maintenance thereof, so long as it stands, shall and does exist.

B. In interpreting any and all provisions of the Condominium Documents, subsequent Unit Deeds to, and mortgages of, Units, the actual location of the Unit shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered notwithstanding any minor deviations, either horizontally, vertically or laterally, from the proposed locations as indicated on Exhibits "A" and "B" annexed hereto.

C. A valid easement does and shall continue to exist throughout the Condominium Property for the purpose of installation, maintenance, repair and replacement of sewer, water, gas, power, telephone and television pipes, lines, mains, conduits, wires, poles, transformers and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system; provided, however, any easements through a Unit shall be only according to the working drawings referred to in §4 hereof, for the Building containing the Unit, or as the Building is constructed, unless approved in writing by the Unit Owner.

D. The Association shall have the irrevocable right, to be exercised by the Trustees and their agents and employees, to have access to each Unit from time to time during reasonable hours as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Elements therein or accessible therefrom, or for making emergency repairs necessary to prevent damage to the Common Elements or to any other Unit or Units.

§14. Insurance.

A. Except for title insurance, builders risk insurance and any other insurance which may be furnished by the Grantor during construction, the Association shall obtain and maintain, to the extent available, insurance on the Buildings and all other insurable improvements upon the land, including but not limited to, all of the Units, the heating and air cooling apparatus and equipment and bathroom fixtures and kitchen cabinets and appliances initially installed therein as supplied by the Grantor, together with the service machinery and equipment and all other personal property as may be held and administered by the Association for the benefit of the Unit Owners covering the interest of the Association and all Unit Owners and their mortgagees as their interests may appear. The insurance shall be purchased from recognized insurance companies duly licensed to operate in the State of New Jersey.

B. The Association shall obtain master policies of insurance which shall provide that the loss thereunder shall be paid to the Association as insurance trustee under this Master Deed. Under the said master policies certificates of insurance shall be issued which indicate on their face that they are a part of such master policies of insurance covering each and every Unit of the Condominium and its Common Elements. A certificate of insurance with proper mortgagee endorsements shall be issued to the Unit Owner and the original thereof shall be delivered to the mortgagee, if there be one, or retained by the Unit Owner if there is no mortgagee. The certificate of insurance shall

show the relative amount of insurance covering the Unit and the interest in the Common Elements of the Condominium Property and shall provide that improvements to a Unit or Units which may be made by the Unit Owner or Owners shall not affect the valuation for the purposes of this insurance of the Buildings and other improvements upon the land. Such master insurance policies and certificates shall contain provisions that the insurer waives its right to subrogation as to any claim against the Association, its agents, employees and guests, Unit Owners and their respective agents, employees and guests, and of any defense based on the invalidity arising from the acts of the insured, and providing further that the insurer shall not be entitled to contribution from casualty insurance which may be purchased by individual Unit Owners as hereinafter permitted. The original master policy of insurance shall be deposited with the Association as insurance trustee and a memorandum thereof shall be deposited with any first mortgagee who may require same. The Association must acknowledge that the insurance policies and any proceeds thereof will be held in accordance with the terms hereof. The Association shall pay, for the benefit of the Unit Owners and each Unit mortgagee, the premiums for the insurance hereinafter required to be carried at least thirty (30) days prior to the expiration date of any such policies and will notify each Unit mortgagee of such payment within ten (10) days after the making thereof.

C. The Condominium Property shall be covered by:

(i) Casualty or physical damage insurance in an amount equal to the full replacement value of the Buildings as determined annually by the Association with the assistance of the insurance company affording such coverage. Such coverage shall afford protection against the following:

(a) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement together with coverage for the payment of Common Expenses with respect to damaged Units during the period of reconstruction.

(b) Such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the Buildings, including but not limited to, vandalism, malicious mischief and windstorm and such other insurance as the Association may determine. The policies providing such coverage shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the approval of the Association or where in conflict with the terms of this Master Deed.

All policies of casualty or physical damage insurance shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice to all insureds, including all mortgagees of the Units, and certificates of such insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered to all Unit Owners and their mortgagees at least thirty (30) days prior to the expiration of the then current policies.

(ii) Comprehensive general liability insurance against claims for bodily injury, death or property damage, such insurance to

afford minimum protection in individual primary and/or umbrella form of policy or policies of not less than \$2,000,000 for any one occurrence, which such insurance shall also cover claims of one insured against another, or in lieu thereof, public liability insurance in such additional amounts and in such broadened form as shall be required by the Association.

(iii) Workmen's compensation insurance to meet the requirements of law.

(iv) Fidelity insurance covering those officers and employees of the Association and those agents and employees hired by the Association who handle Condominium funds, in amounts as determined by the Association.

D. Each Unit Owner may obtain insurance at his own expense affording coverage upon his personal property and for his personal liability, but all such insurance shall contain the same waiver of subrogation as that referred to in §14B hereof. Each Unit Owner may obtain physical damage insurance at his own expense upon his Unit but such insurance shall provide that it shall be without contribution as against the casualty insurance purchased by the Association or shall be written by the same carrier. If a casualty loss is sustained and there is a reduction in the amount of the proceeds which would otherwise be payable on the insurance purchased by the Association pursuant to §14C hereof due to proration of insurance purchased by the Unit Owner under this §14D, the Unit Owner agrees to assign the proceeds of this latter insurance, to the extent of the amount of such reduction, to the Association to be distributed as herein provided.

E. Premiums upon insurance policies purchased by the Association shall be paid by it and charged as Common Expenses.

F. All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Association as hereinabove set forth shall be paid to it. The Association shall act as the insurance trustee. The sole duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees.

G. Each Unit Owner shall be deemed to have delegated to the Association his right to adjust with the insurance companies all losses under policies purchased by the Association.

H. In no event shall any distribution of proceeds be made by the Association directly to a Unit Owner where there is a mortgagee endorsement on the certificate of insurance. In such event any remittances shall be to the Unit Owner and his mortgagee jointly. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by him.

§15. Reconstruction or Repair of Casualty Damage.

A. Except as hereinafter provided, damage to or destruction of the Buildings shall be promptly repaired and reconstructed by the Association, using the proceeds of insurance, if any, on the Buildings for that purpose, and any deficiency shall constitute Common Expenses. In the event, however, 135 or more of the Units are destroyed or substantially damaged and seventy-five percent

(75%) or more of the Unit Owners voting in accordance with the procedures established by the By-Laws shall determine not to proceed with repair or restoration, then and in that event the Condominium shall be terminated and the Condominium Property, or so much thereof as shall remain, shall be subject to an action for partition at the suit of any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies, if any, shall be considered as one fund and shall be divided among all the Unit Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund all liens on his Unit.

B. Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications.

C. Immediately after a casualty causing damage to Condominium Property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Association desires.

D. The proceeds of insurance collected on account of casualty, and the sums received by the Association from collections of assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(i) If the amount of the estimated cost of reconstruction and repair of the damaged or destroyed Condominium Property is less than \$25,000.00, then the construction fund shall be disbursed in payment of such costs upon order of the Association, provided, however, that upon request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided in the following paragraph (ii).

(ii) If the estimated cost of reconstruction and repair of the damaged or destroyed Condominium Property is more than \$25,000.00, then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in New Jersey and employed by the Association to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect, or other persons who have rendered services or furnished materials in connection with the work: (a) that the sums requested by them in payment are justly due and owing and that said sums do not exceed the value of the services and materials furnished; (b) that there is no other outstanding indebtedness known to the said architect for the services and materials described; and (c) that the cost as estimated by said architect for the work remaining to be done subsequent to the date of such certificate, does not exceed the amount of the construction fund remaining after payment of the sum so requested.

E. In the event there is any surplus of moneys in the construction fund after the reconstruction or repair of the

casualty damage has been fully completed and all costs paid, such sums may be retained by the Association as a reserve or may be used in the maintenance and operation of the Condominium Property, or in the discretion of the Board of Trustees of the Association, it may be distributed to the Unit Owners and their mortgagees who are the beneficial owners of the fund.

§16. Eminent Domain; Obsolescence.

A. If all or any part of the Common Elements shall be taken, injured or destroyed by the exercise of the power of eminent domain, each Unit Owner shall be entitled to notice of such taking and to participate through the Association in the proceedings incident thereto. Any damages shall be for the taking, injury or destruction as a whole and shall be collected by the Association and distributed by it among the Unit Owners in proportion to each Unit Owner's Common Interest in the Common Elements, except to the extent that the Association deems it necessary or appropriate to apply them to the repair or restoration of any such injury or destruction.

B. In the event the Board of Trustees of the Association shall determine that the Buildings are obsolete, the Board, at any regular or special meeting of the Unit Owners, may call for a vote to determine whether or not the Condominium Property shall be sold and the Condominium terminated. In the event at least seventy-five percent (75%) of the Unit Owners voting in accordance with the procedures established by the By-Laws shall determine that the Condominium Property shall be sold, then the provisions of §17B hereof shall become effective.

§17. Termination.

A. The Grantor reserves the right to terminate this Master Deed and to revoke and discharge the same of record provided that no titles have been conveyed by Unit Deed to independent owners and contracts for the sale of less than 50% of the Units have been executed and mortgage commitments in the required amounts have been issued to the prospective purchasers. It is distinctly understood and agreed by all persons having any interest in this Condominium that a deed of revocation by the Grantor to this effect shall be sufficient to revoke and discharge the same of record.

B. If the Condominium shall be terminated by at least seventy-five percent (75%) of the Unit Owners voting in accordance with the procedures established by the By-Laws, then the Condominium Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all the Unit Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all liens on his Unit. Such withdrawal of the property from the Condominium Act shall not bar its subsequent submission to the provisions thereof in accordance with the terms of the Condominium Act.

C. If the Condominium shall be terminated in accordance with the provisions of the Condominium Documents, then all Unit Owners and the holders of all mortgages or other liens affecting all Units shall be bound to execute a deed of revocation and record the same in the Clerk's Office of Burlington County, New Jersey.

D. After the recording of the deed of revocation, the Unit Owners as of the date of recording of such deed shall own the Condominium Property as tenants in common in undivided interests and the holders of mortgages and liens against the Unit or Units formerly owned by such Unit Owners shall have mortgages and liens upon the respective undivided Common Interests of the Unit Owners in the entire property. All funds held by the Association and insurance proceeds, if any, shall be and continue to be held for the Unit Owners in proportion to the amount of their respective Common Interests. The costs incurred by the Association in connection with a termination shall be a Common Expense.

§18. Amendment. Except for alteration in the Common Interests which cannot be done except with the consent of all Unit Owners and of the holders of first mortgages thereon, the Condominium Documents may be amended in the following manner:

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

(ii) A resolution adopting a proposed amendment may be proposed by either the Board of Trustees or by the Unit Owners at a meeting called for this purpose. Members of the Board of Trustees and Unit Owners not present at the meeting considering such amendment may express their approval in writing. Such amendment must be approved by not less than seventy-five percent (75%) of the Unit Owners voting in accordance with the procedures established by the By-Laws.

(iii) A copy of each amendment shall be certified by the President, Vice President and the Secretary or Treasurer of the Association as having been duly adopted and shall be effective when recorded in the Clerk's Office of Burlington County, New Jersey. Copies of the same shall be sent to each Unit Owner in the manner elsewhere provided for the giving of notices but the same shall not constitute a condition precedent to the effectiveness of such amendment.

§19. Provisions Applicable to Grantor. Notwithstanding any other provisions herein contained, for so long as the Grantor continues to own any of the Units the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve the Grantor from any obligations of a Unit Owner to pay assessments as to each Unit owned by it in accordance with the Condominium Documents:

(i) The Grantor reserves the unrestricted right to sell or lease any units which it continues to own after the recording or filing of the Condominium Documents.

(ii) For so long as the Grantor owns ten percent (10%) or more of the Units, a majority of the members of the Board of Trustees of the Association shall be selected by the Grantor.

(iii) The Grantor specifically disclaims any intent to have made any warranty or representation in connection with the Condominium Property or the Condominium Documents except as specifically set forth herein or in any agreement of sale for a Unit, and no person shall rely upon any warrant or representation not so specifically made therein.

(iv) The Grantor reserves the right to change the interior design and arrangement of all Units, and to alter the boundaries between Units, so long as the Grantor owns the Units so changed or altered. No such change shall increase the number of Units nor alter the boundaries of the Common Elements without amendment of the Condominium Documents as herein provided. If the Grantor shall make any changes in the Units so authorized, such changes shall be reflected by an amendment to the Condominium Documents. If more than one Unit is concerned, the Grantor shall apportion between the Units the Common Interests in the Common Elements which are appurtenant to the Units concerned.

(v) No amendment may be made to the Condominium Documents without the written consent of Grantor so long as Grantor retains the ownership of five percent (5%) or more of the Units; provided, however, that the obligation to acquire said written consent of Grantor shall cease on a date two years from the date of recording of this Master Deed.

(vi) Grantor may use one or more of the Units as a sample or samples in connection with the sale of the Units.

§20. Captions. Captions used in the Master Deed are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the Condominium Documents.

§21. Provisions Binding Upon Successors and Assigns; Covenants Running with Land. The present title to the Condominium Property hereby subjected to the form of ownership known as a Condominium by the Grantor, and the title to each Unit which shall be hereafter conveyed or acquired in any manner, is hereby expressly declared and made subject to the terms and provisions of this instrument and the acquisition of title to a Unit by any Person shall be conclusively deemed to mean that the acquirer approves, adopts and ratifies the provisions of this instrument, the By-Laws and Rules and Regulations of the Association and other Condominium Documents and will comply therewith. All provisions of the Condominium Documents shall be construed to be covenants running with the land and with every part thereof and interest therein, including but not limited to every Unit and the appurtenances thereto; and every Unit Owner and claimant of the Condominium Property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the Condominium Documents.

§22. Gender, Singular, Plural. Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural and any gender shall be deemed to include all genders.

§23. Severability. If any provisions of the Condominium Documents or any Section, sentence, clause, phrase or word, or the application thereof in any circumstances be judicially held in conflict with the laws of the State of New Jersey, then the said laws shall be deemed controlling and the validity of the

remainder of the Condominium Documents and the application of any such provisions, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the Grantor has executed this Master Deed the day and year first above written.

THE PHOENIX APARTMENTS, INC.

(Corporate Seal)

BY: _____
President

Attest:

Secretary

SECTION 3

SECTION 2

All Improvements Shown are Existing and I hereby Certify that this Plan Constitutes a Correct Representation of Said Improvements.

Howard E. Moore

N. J. PROF. ENGR. & L. S. #9875

- LEGEND:
- MANHOLE
 - INLET
 - FIRE HYDRANT
 - SANITARY SEWER MAIN
 - STORM SEWER MAIN
 - WATER MAIN
 - GAS MAIN
 - FRAME SHED

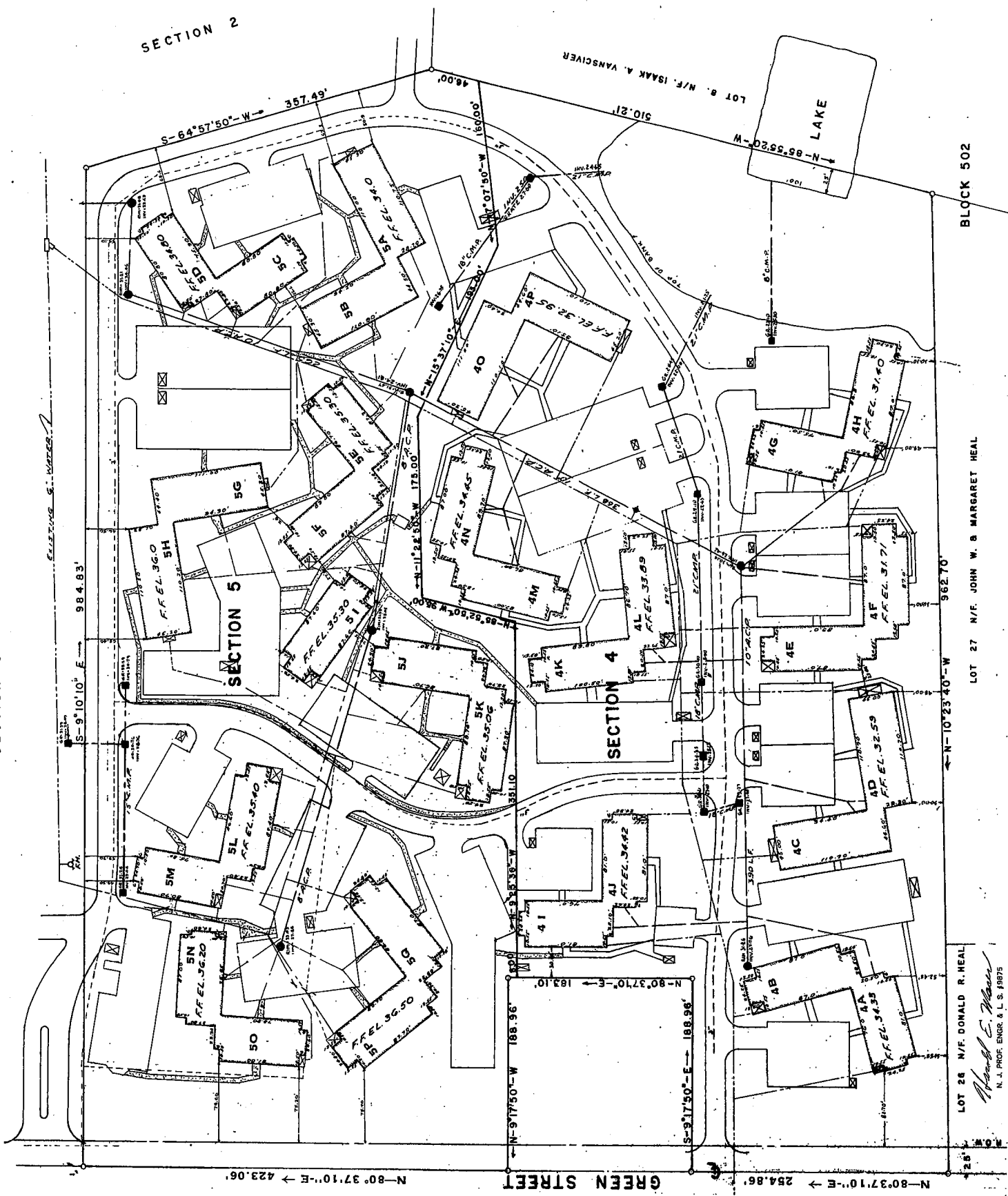
ALL ROADS, WALKS & PARKING LOTS ARE BITUMINOUS CONCRETE IN SECTION 4. ALL WALKS ARE 3' WIDE CONCRETE IN SECTION 5.

Exhibit "A-1"
AS BUILT SURVEY
ARBOR GREEN
CONDOMINIUM

TOWNSHIP OF EDGEWATER PARK
BURLINGTON COUNTRY, NEW JERSEY

DECEMBER 15, 1971

REV. AUGUST 30, 1972



LOT 26 N/E DONALD R. HEAL

LOT 27 N/E JOHN W. & MARGARET HEAL

LOT 28 N/E DONALD R. HEAL

LOT 29 N/E DONALD R. HEAL

Howard E. Moore

N. J. PROF. ENGR. & L. S. #9875
M. PAUL AUSTIN, ENGR.-ASSOC., INC.
PROF. ENGINEERS & L.S.
BURLINGTON, NEW JERSEY

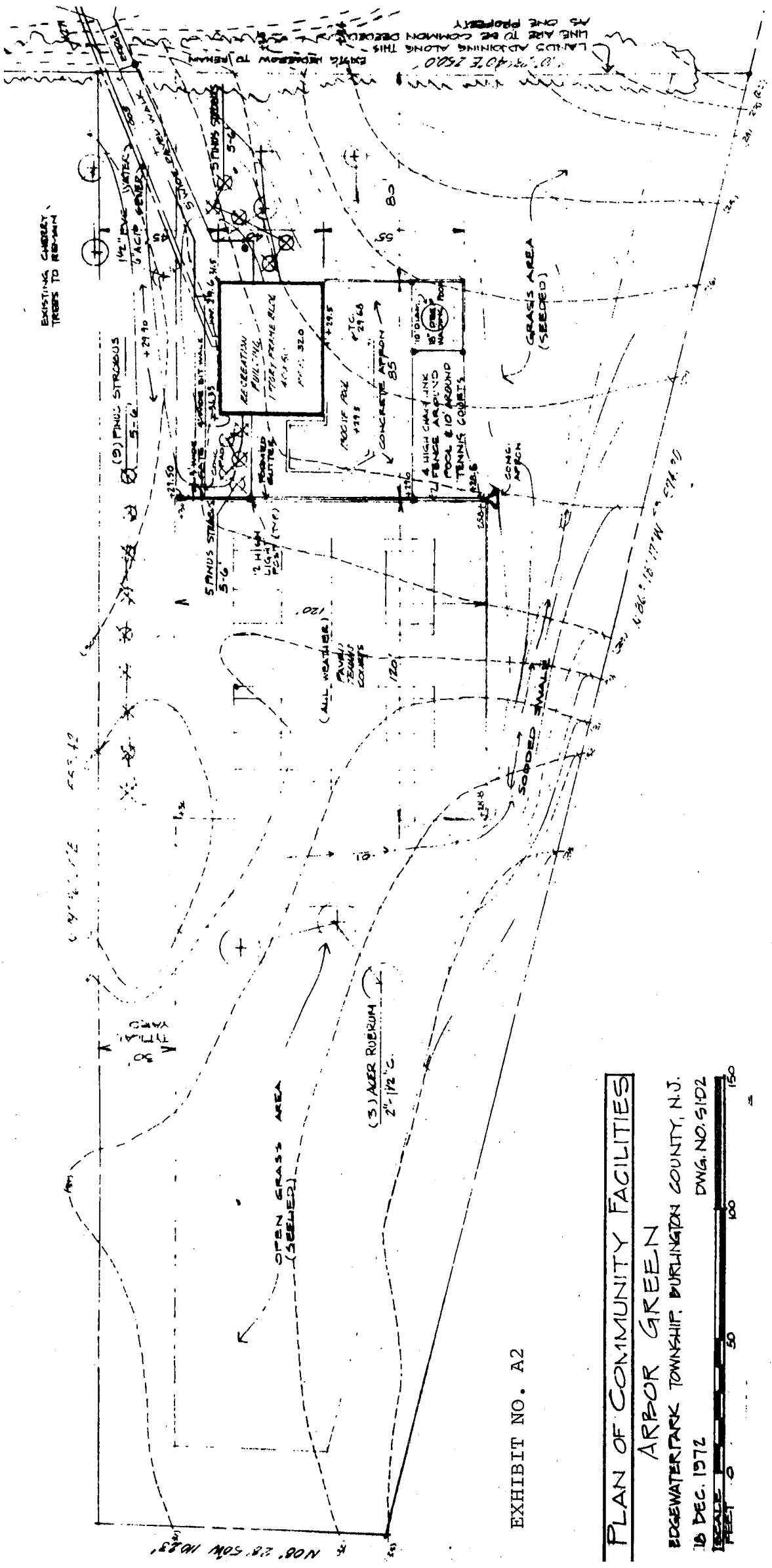


EXHIBIT NO. A2

PLAN OF COMMUNITY FACILITIES

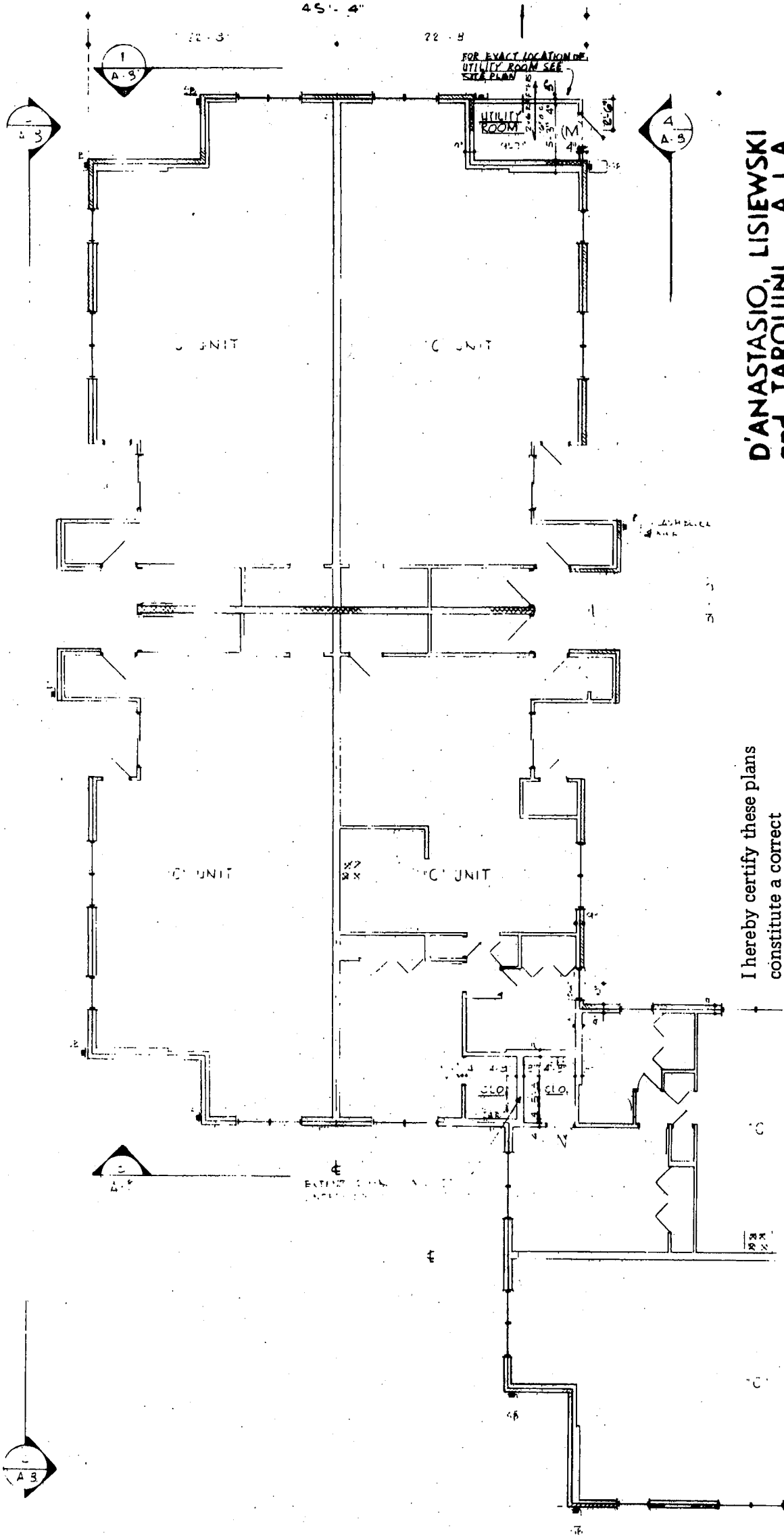
ARBOR GREEN
 EDGEWATER PARK TOWNSHIP, BURLINGTON COUNTY, N.J.

16 DEC. 1972
 DWG. NO. S102



- 4A1 4G1 4I1 4J1 5C1 5D1 5M1 5N1 5O1
- 4A2 4G2 4I2 4J2 5C2 5D2 5M2 5N2 5O2
- 4A3 4G3 4I3 4J3 5C3 5D3 5M3 5N3 5O3
- 4A4 4G4 4I4 4J4 5C4 5D4 5M4 5N4 5O4

34-2



FIRST FLOOR PLAN 'C' & 'C' UNITS

**D'ANASTASIO, LISIEWSKI
and TARQUINI A.I.A.**

1815 FEDERAL STREET
CAMDEN, NEW JERSEY

I hereby certify these plans
constitute a correct
representation of the proposed
improvements shown hereon.

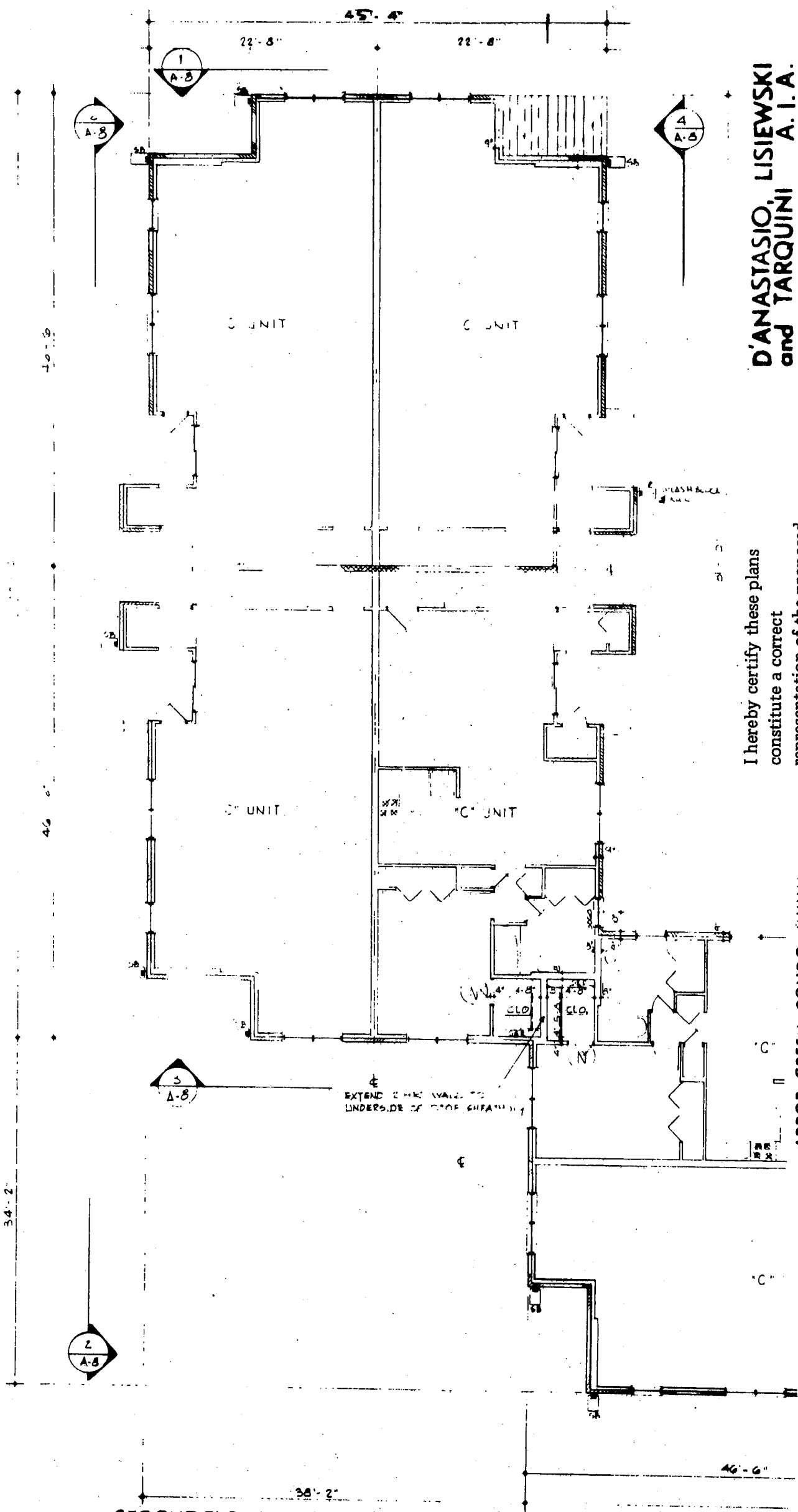
[Handwritten Signature]

ARBOR GREEN CONDOMINIUM
EDGWATER PARK N.J.

EXHIBIT NO. B1
DATE 12/21/72

SECOND FLOOR ONE BEDROOM

- 4A5 4G5 4I5 4J5 5C5 5D5 5M5 5N5 5O5
- 4A6 4G6 4I6 4J6 5C6 5D6 5M6 5N6 5O6
- 4A7 4G7 4I7 4J7 5C7 5D7 5M7 5N7 5O7
- 4A8 4G8 4I8 4J8 5C8 5D8 5M8 5N8 5O8



**D'ANASTASIO, LISIEWSKI
and TARQUINI A.I.A.**
1815 FEDERAL STREET
CAMDEN, NEW JERSEY

I hereby certify these plans
constitute a correct
representation of the proposed
improvements shown hereon.

[Signature]
Architect

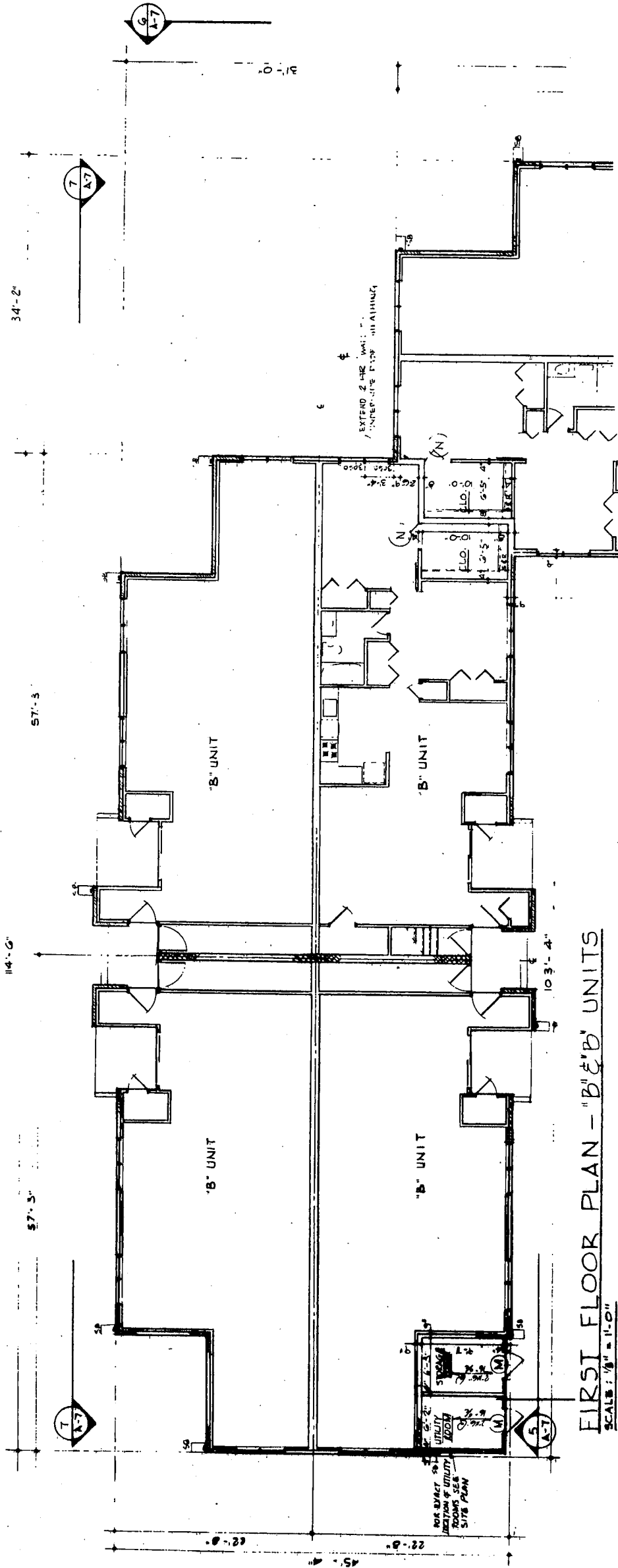
**ARBOR GREEN CONDOMINIUM
EDGWATER PARK N.J.**

EXHIBIT NO. B2
DATE 12/21/72

SECOND FLOOR PLAN ONE BEDROOM UNITS

FIRST FLOOR ONE BEDROOM DEN

- | | | | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 4B1 | 4E1 | 4F1 | 4H1 | 4K1 | 4L1 | 4M1 | 4N1 | 5E1 |
| 4B2 | 4E2 | 4F2 | 4H2 | 4K2 | 4L2 | 4M2 | 4N2 | 5E2 |
| 4B3 | 4E3 | 4F3 | 4H3 | 4K3 | 4L3 | 4M3 | 4N3 | 5E3 |
| 4B4 | 4E4 | 4F4 | 4H4 | 4K4 | 4L4 | 4M4 | 4N4 | 5E4 |
| 5E1 | 5I1 | 5J1 | 5K1 | 5L1 | 5P1 | 5Q1 | | |
| 5F2 | 5I2 | 5J2 | 5K2 | 5L2 | 5P2 | 5Q2 | | |
| 5F3 | 5I3 | 5J3 | 5K3 | 5L3 | 5P3 | 5Q3 | | |
| 5F4 | 5I4 | 5J4 | 5K4 | 5L4 | 5P4 | 5Q4 | | |



FIRST FLOOR PLAN - "B" & "B" UNITS
SCALE: 1/8" = 1'-0"

ARBOR GREEN CONDOMINIUM
EDGWATER PARK N.J.

EXHIBIT NO. B3
DATE 12/21/72

I hereby certify these plans constitute a correct representation of the proposed improvements shown hereon.

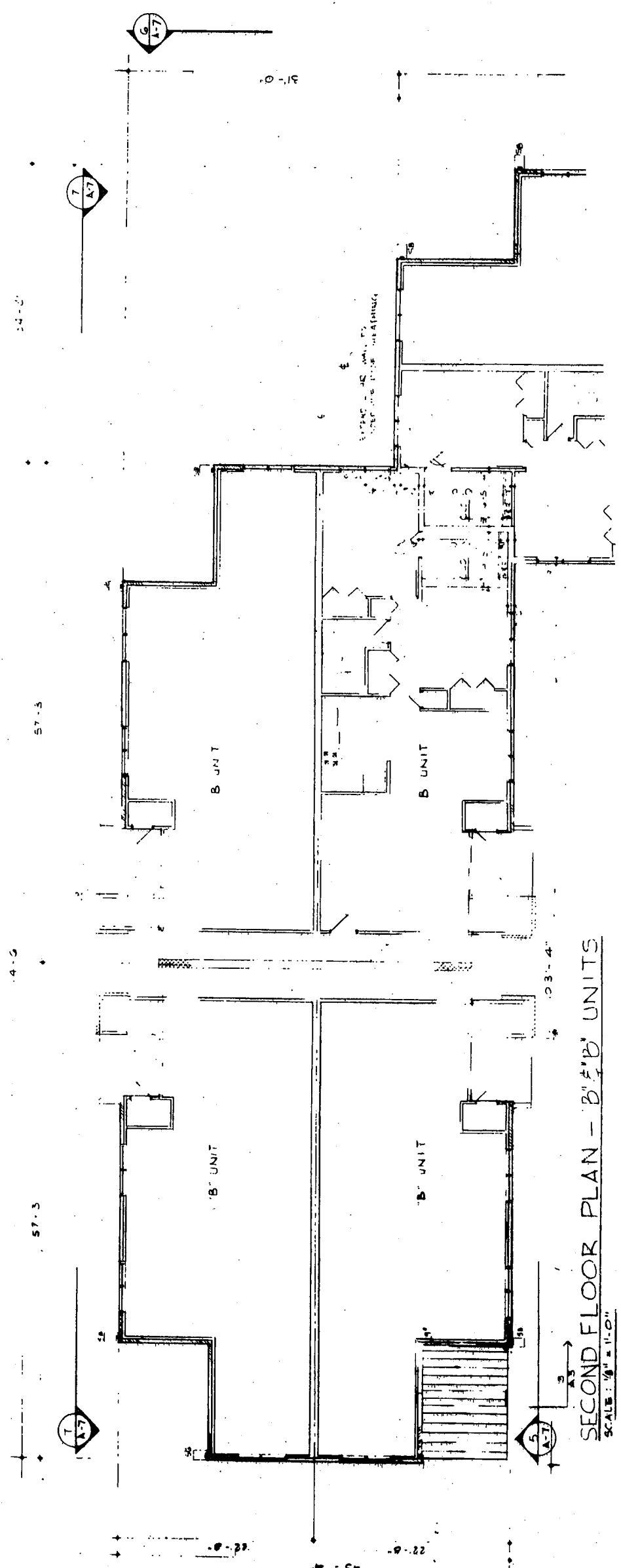
[Signature]
Architect

D'ANASTASIO, LISIEWSKI
and TARQUINI A.I.A.

1815 FEDERAL STREET
CAMDEN, NEW JERSEY

SECOND FLOOR ONE BEDROOM DEN

- | | | | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 4B5 | 4E5 | 4F5 | 4H5 | 4K5 | 4L5 | 4M5 | 4N5 | 5E5 |
| 4B6 | 4E6 | 4F6 | 4H6 | 4K6 | 4L6 | 4M6 | 4N6 | 5E6 |
| 4B7 | 4E7 | 4F7 | 4H7 | 4K7 | 4L7 | 4M7 | 4N7 | 5E7 |
| 4B8 | 4E8 | 4F8 | 4H8 | 4K8 | 4L8 | 4M8 | 4N8 | 5E8 |
| 5F5 | 5I5 | 5J5 | 5K5 | 5L5 | 5P5 | 5Q5 | | |
| 5F6 | 5I6 | 5J6 | 5K6 | 5L6 | 5P6 | 5Q6 | | |
| 5F7 | 5I7 | 5J7 | 5K7 | 5L7 | 5P7 | 5Q7 | | |
| 5F8 | 5I8 | 5J8 | 5K8 | 5L8 | 5P8 | 5Q8 | | |



SECOND FLOOR PLAN - B' & B' UNITS
SCALE: 1/8" = 1'-0"

ARBOR GREEN CONDOMINIUM
EDGWATER PARK N.J.

EXHIBIT NO. B4
DATE 12/21/72

I hereby certify these plans constitute a correct representation of the proposed improvements shown hereon.

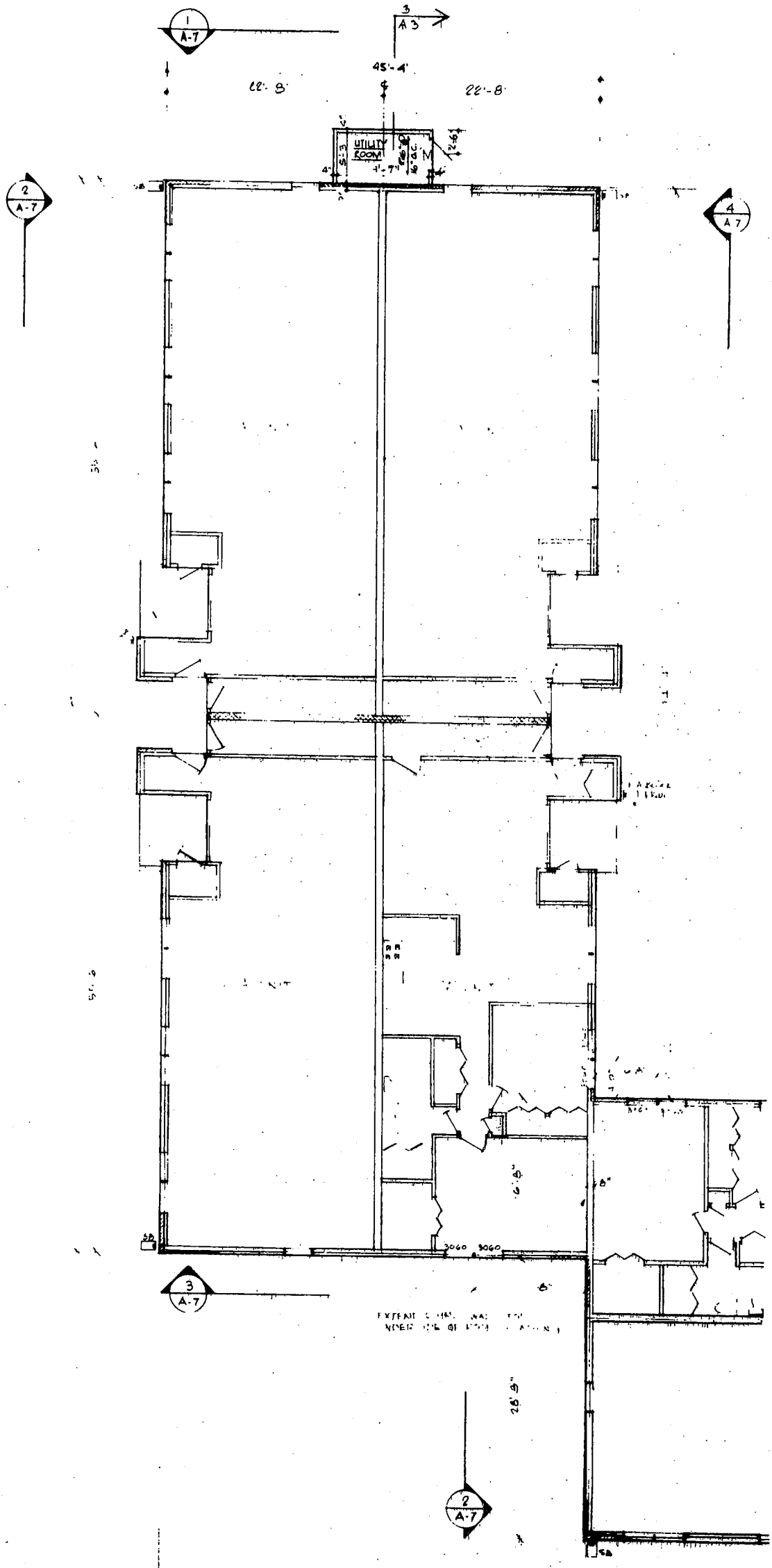
[Signature]
Architect

D'ANASTASIO, LISIEWSKI
and TARQUINI A.I.A.

1815 FEDERAL STREET
CAMDEN, NEW JERSEY

FIRST FLOOR TWO BEDROOM

- 4C1
- 4C2
- 4C3
- 4C4
- 4D1
- 4D2
- 4D3
- 4D4
- 4O1
- 4O2
- 4O3
- 4O4
- 4P1
- 4P2
- 4P3
- 4P4
- 5A1
- 5A2
- 5A3
- 5A4
- 5B1
- 5B2
- 5B3
- 5B4
- 5G1
- 5G2
- 5G3
- 5G4
- 5H1
- 5H2
- 5H3
- 5H4



447
FIRST FLOOR PLAN - 'A' & 'A' UNITS

**D'ANASTASIO, LISIEWSKI
and TARQUINI A.I.A.**
1815 FEDERAL STREET
CAMDEN, NEW JERSEY

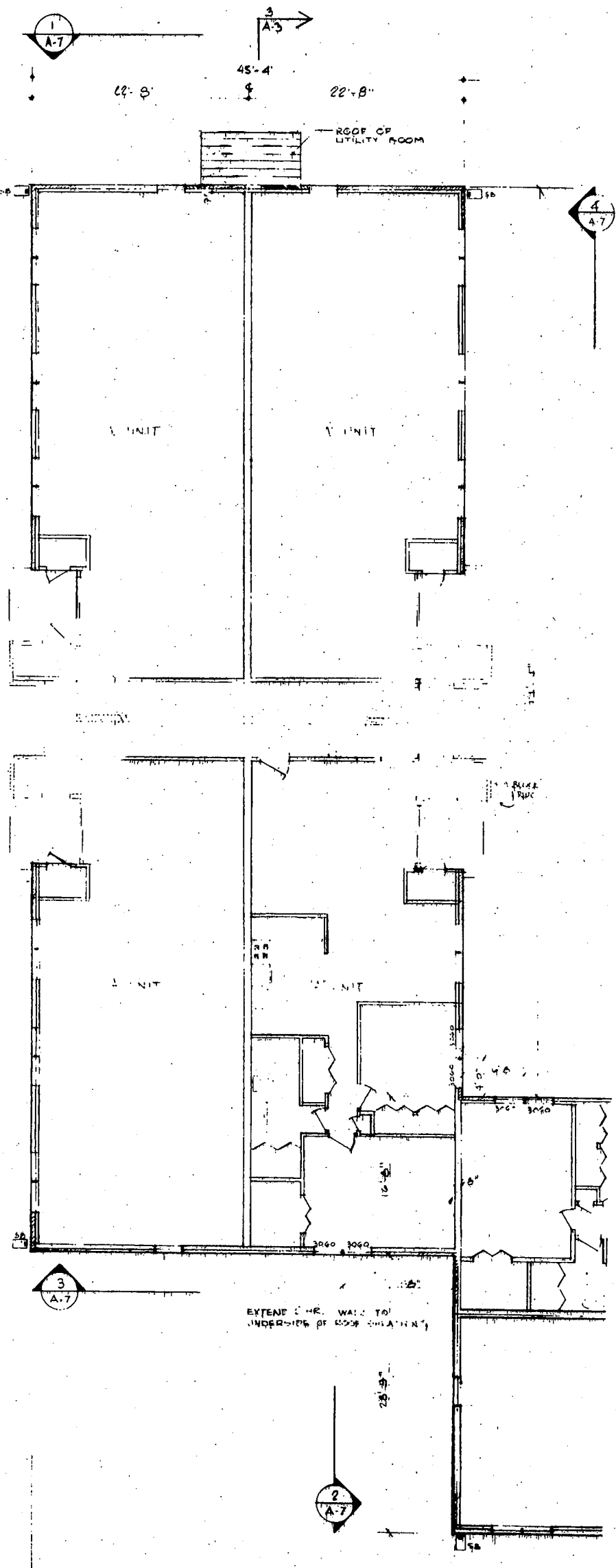
I hereby certify these plans
constitute a correct
representation of the proposed
improvements shown hereon.

[Signature]
Architect

ARBOR GREEN CONDOMINIUM
EDGWATER PARK N.J.
EXHIBIT NO. B5
DATE 12/21/72

SECOND FLOOR TWO BEDROOM

- 4 C 5
- 4 C 6
- 4 C 7
- 4 C 8
- 4 D 5
- 4 D 6
- 4 D 7
- 4 D 8
- 4 O 5
- 4 O 6
- 4 O 7
- 4 O 8
- 4 P 5
- 4 P 6
- 4 P 7
- 4 P 8
- 5 A 5
- 5 A 6
- 5 A 7
- 5 A 8
- 5 B 5
- 5 B 6
- 5 B 7
- 5 B 8
- 5 G 5
- 5 G 6
- 5 G 7
- 5 G 8
- 5 H 5
- 5 H 6
- 5 H 7
- 5 H 8



SECOND FLOOR PLAN - "A" & "A" UNITS

D'ANASTASIO, LISIEWSKI
and TARQUINI A.I.A.

1815 FEDERAL STREET
CAMDEN, NEW JERSEY

I hereby certify these plans
constitute a correct
representation of the proposed
improvements shown hereon.

[Signature]
Architect

ARBOR GREEN CONDOMINIUM
EDGWATER PARK N.J.

EXHIBIT NO. B6
DATE 12/21/72

RBOR GREEN CONDOMINIUM
 DWATER PARK N. J.

XHIBIT NO. B7
 DATE 12/21/72

I hereby certify these plans
 constitute a correct
 representation of the proposed
 improvements shown hereon.

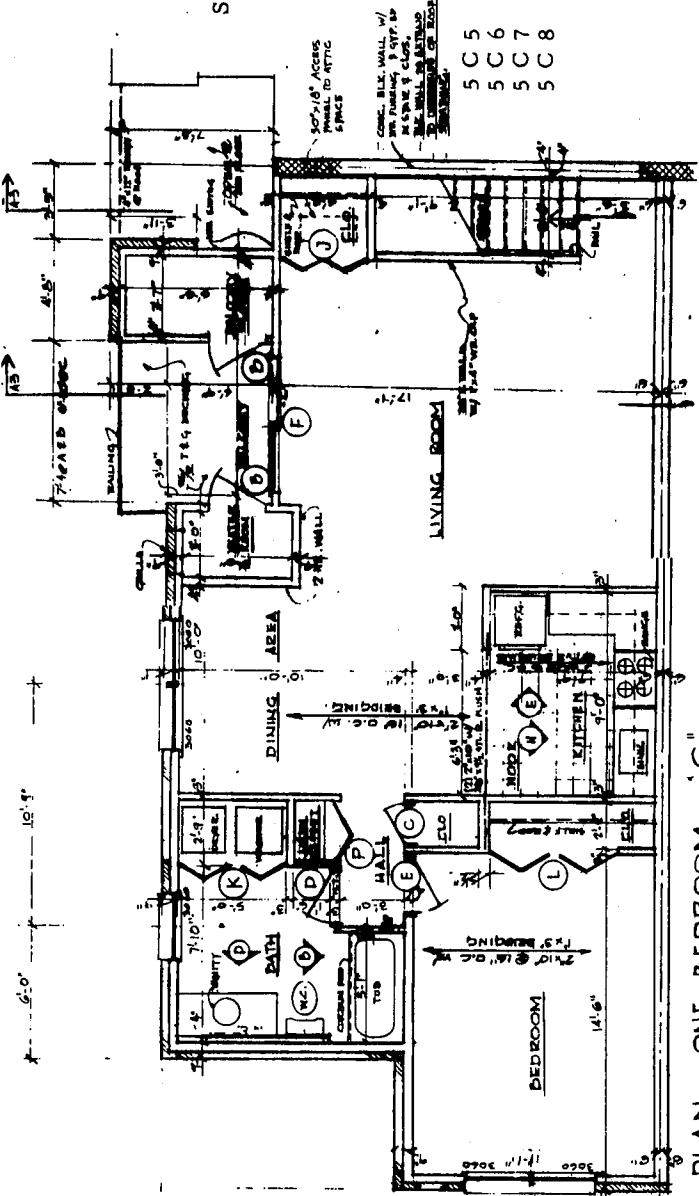
Anastasio Lisiewski
 Architect

ANASTASIO LISIEWSKI
 and TARQUINI A. I. A.

115 FEDERAL STREET
 AMDEN, NEW JERSEY

SECOND FLOOR ONE BEDROOM

- | | | | |
|-------|-------|-------|-------|
| 4 A 5 | 4 G 5 | 4 I 5 | 4 J 5 |
| 4 A 6 | 4 G 6 | 4 I 6 | 4 J 6 |
| 4 A 7 | 4 G 7 | 4 I 7 | 4 J 7 |
| 4 A 8 | 4 G 8 | 4 I 8 | 4 J 8 |
| 5 C 5 | 5 M 5 | 5 N 5 | 5 O 5 |
| 5 C 6 | 5 M 6 | 5 N 6 | 5 O 6 |
| 5 C 7 | 5 M 7 | 5 N 7 | 5 O 7 |
| 5 C 8 | 5 M 8 | 5 N 8 | 5 O 8 |

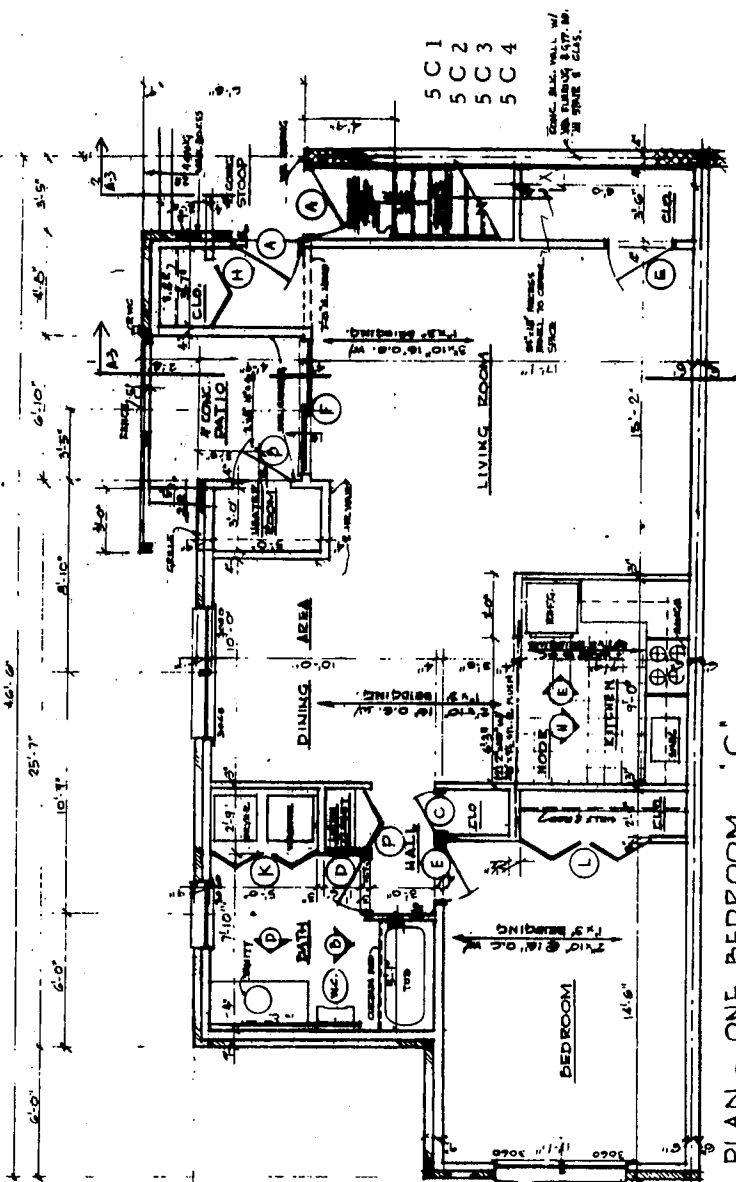


SECOND FLOOR PLAN - ONE BEDROOM 'C'

SCALE: 1/8" = 1'-0"
 SECOND FLOOR BEARING SHOWN.

FIRST FLOOR ONE BEDROOM

- | | | | |
|-------|-------|-------|-------|
| 4 A 1 | 4 G 1 | 4 I 1 | 4 J 1 |
| 4 A 2 | 4 G 2 | 4 I 2 | 4 J 2 |
| 4 A 3 | 4 G 3 | 4 I 3 | 4 J 3 |
| 4 A 4 | 4 G 4 | 4 I 4 | 4 J 4 |
| 5 D 1 | 5 M 1 | 5 N 1 | 5 O 1 |
| 5 D 2 | 5 M 2 | 5 N 2 | 5 O 2 |
| 5 D 3 | 5 M 3 | 5 N 3 | 5 O 3 |
| 5 D 4 | 5 M 4 | 5 N 4 | 5 O 4 |



FIRST FLOOR PLAN - ONE BEDROOM 'C'

SCALE: 1/8" = 1'-0"
 SECOND FLOOR BEARING SHOWN.

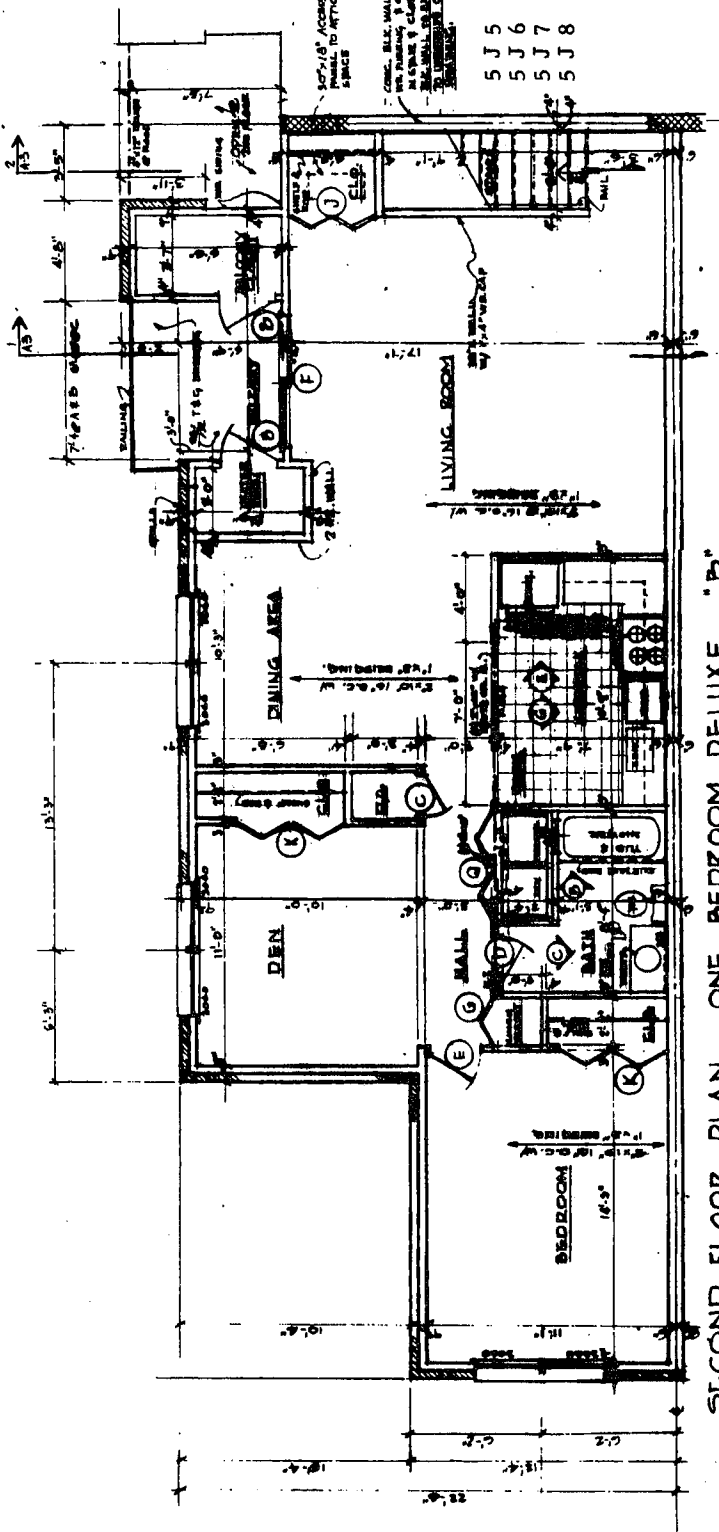
SECOND FLOOR ONE BEDROOM DEN

- 4B5
- 4B6
- 4B7
- 4B8
- 4E5
- 4E6
- 4E7
- 4E8
- 4F5
- 4F6
- 4F7
- 4F8
- 4H5
- 4H6
- 4H7
- 4H8

- 4K5
- 4K6
- 4K7
- 4K8
- 4L5
- 4L6
- 4L7
- 4L8
- 4M5
- 4M6
- 4M7
- 4M8
- 4N5
- 4N6
- 4N7
- 4N8

- 5E5
- 5E6
- 5E7
- 5E8
- 5F5
- 5F6
- 5F7
- 5F8
- 5I5
- 5I6
- 5I7
- 5I8

- 5J5
- 5J6
- 5J7
- 5J8
- 5K5
- 5K6
- 5K7
- 5K8
- 5L5
- 5L6
- 5L7
- 5L8
- 5P5
- 5P6
- 5P7
- 5P8
- 5Q5
- 5Q6
- 5Q7
- 5Q8



SECOND FLOOR PLAN - ONE BEDROOM DELUXE "B"

SCALE: 3/8" = 1'-0"
SECOND FLOOR FRAMING SHOWN

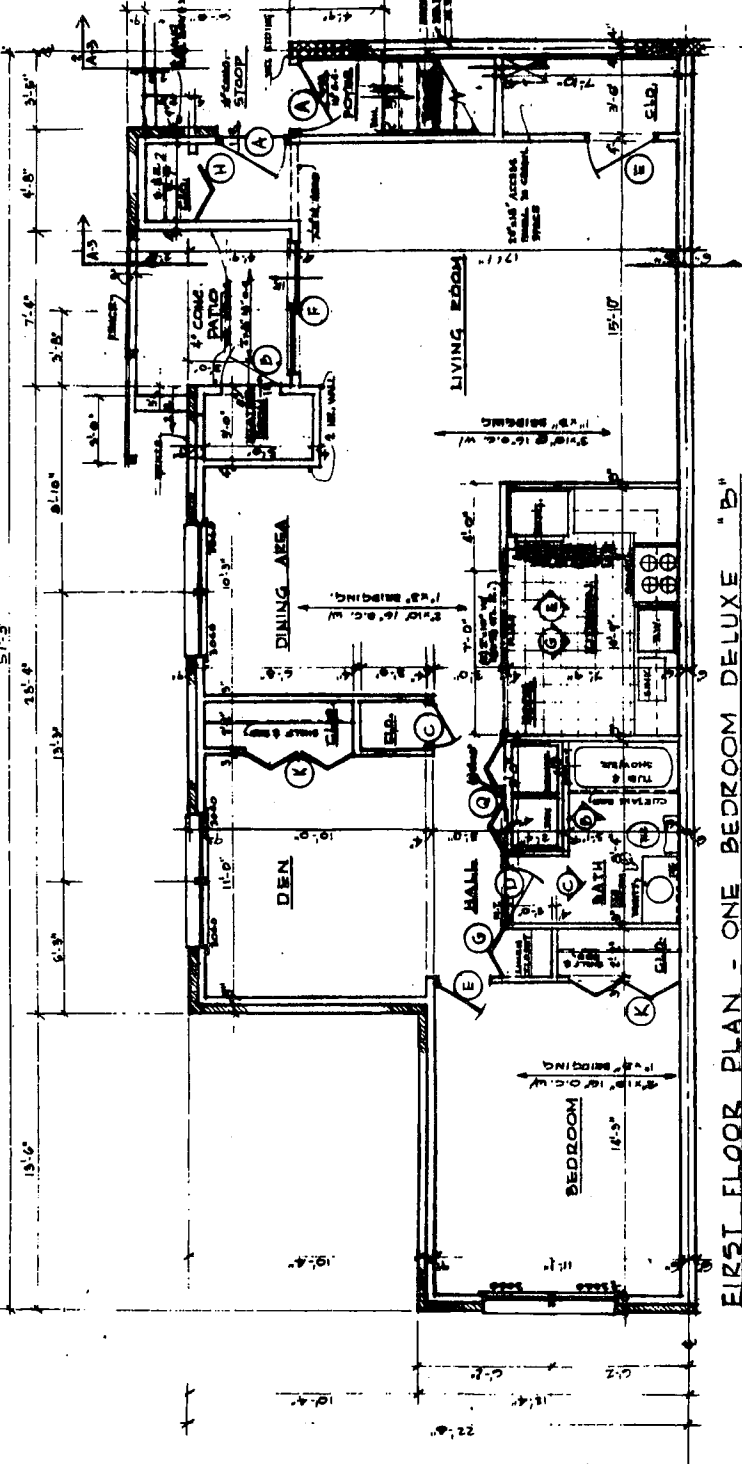
FIRST FLOOR ONE BEDROOM DEN

- 4B1
- 4B2
- 4B3
- 4B4
- 4E1
- 4E2
- 4E3
- 4E4
- 4F1
- 4F2
- 4F3
- 4F4
- 4H1
- 4H2
- 4H3
- 4H4

- 4K1
- 4K2
- 4K3
- 4K4
- 4L1
- 4L2
- 4L3
- 4L4
- 4M1
- 4M2
- 4M3
- 4M4
- 4N1
- 4N2
- 4N3
- 4N4

- 5E1
- 5E2
- 5E3
- 5E4
- 5F1
- 5F2
- 5F3
- 5F4
- 5I1
- 5I2
- 5I3
- 5I4
- 5J1
- 5J2
- 5J3
- 5J4

- 5K1
- 5K2
- 5K3
- 5K4
- 5L1
- 5L2
- 5L3
- 5L4
- 5P1
- 5P2
- 5P3
- 5P4
- 5Q1
- 5Q2
- 5Q3
- 5Q4



FIRST FLOOR PLAN - ONE BEDROOM DELUXE "B"

SCALE: 3/8" = 1'-0"
SECOND FLOOR FRAMING SHOWN

RBOR GREEN CONDOMINIUM
DOWATER PARK N.J.

EXHIBIT NO. B8
DATE 12/21/72

I hereby certify these plans constitute a correct representation of the proposed improvements shown hereon.

[Signature]
Architect

ANASTASIO, LISIEWSKI
and TARQUINI A.I.A.

815 FEDERAL STREET
CAMDEN, NEW JERSEY

ARBOR GREEN CONDOMINIUM
 DGDWATER PARK N.J.

EXHIBIT NO. B9
 DATE 12/21/72

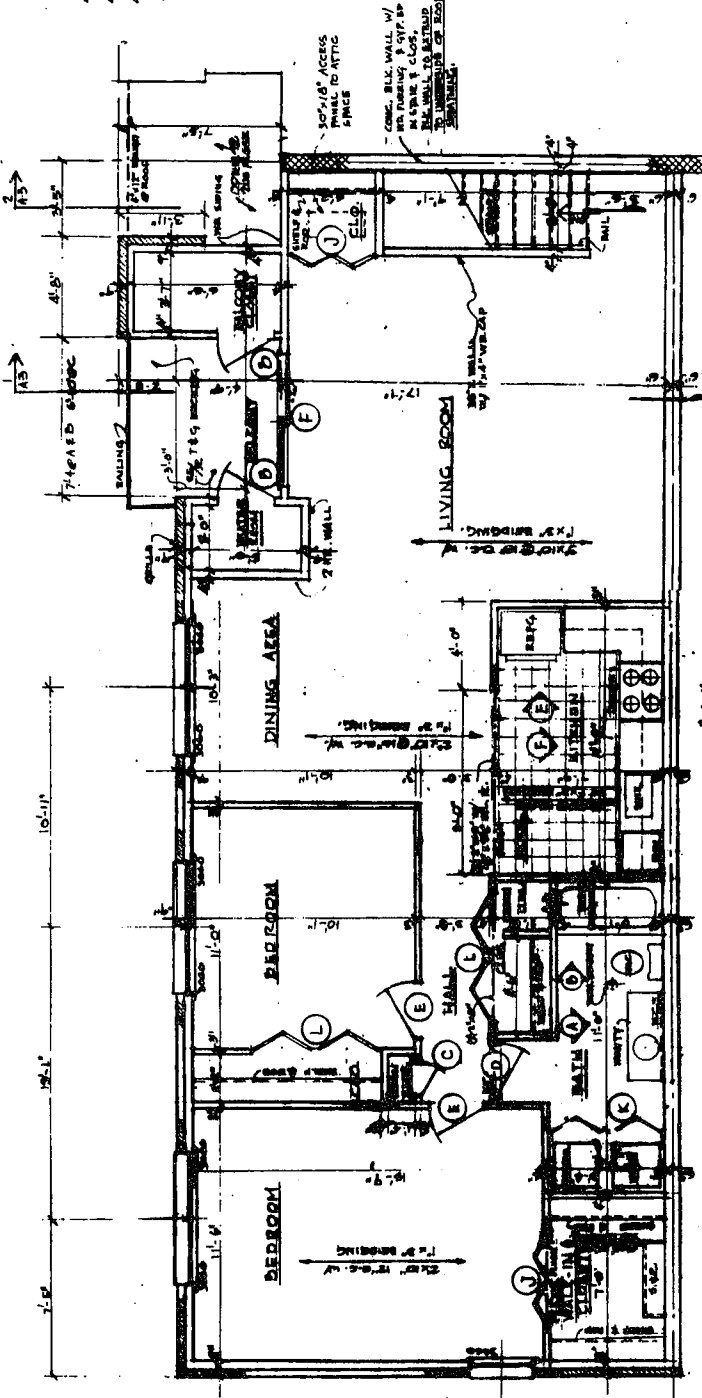
I hereby certify these plans
 constitute a correct
 representation of the proposed
 improvements shown hereon.

[Signature]
 Architect

ANASTASIO, LISIEWSKI
 and TARQUINI A. I. A.

315 FEDERAL STREET
 AMDEN, NEW JERSEY

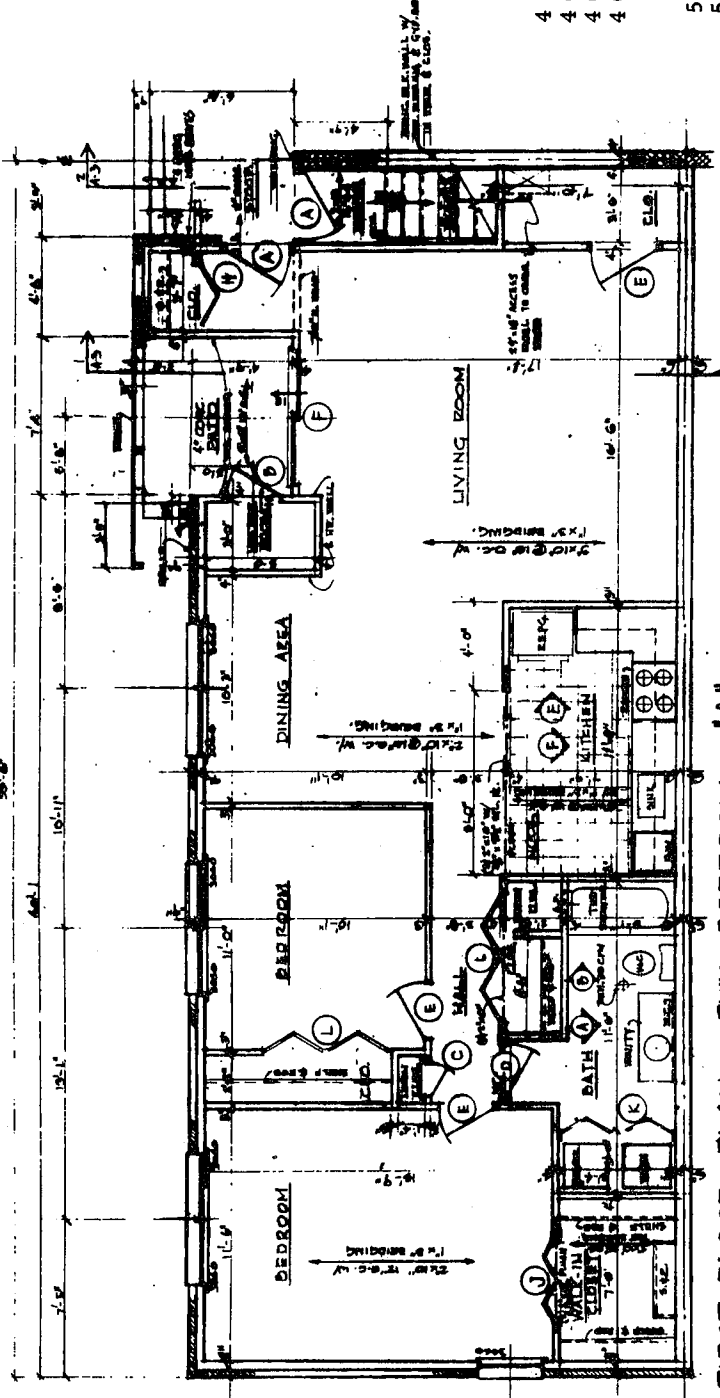
- SECOND FLOOR TWO BEDROOM
- 4 C 5 4 D 5 4 O 5 4 P 5
 - 4 C 6 4 D 6 4 O 6 4 P 6
 - 4 C 7 4 D 7 4 O 7 4 P 7
 - 4 C 8 4 D 8 4 O 8 4 P 8
 - 5 A 5 5 B 5 5 G 5 5 H 5
 - 5 A 6 5 B 6 5 G 6 5 H 6
 - 5 A 7 5 B 7 5 G 7 5 H 7
 - 5 A 8 5 B 8 5 G 8 5 H 8



SECOND FLOOR PLAN - TWO BEDROOM "A"

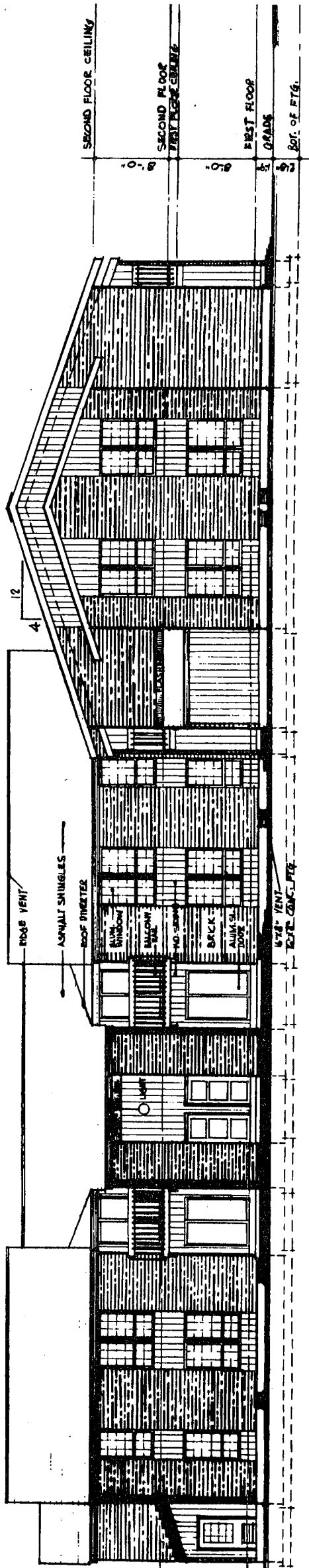
SCALE: 1/8" = 1'-0"
 SECOND FLOOR FRAMING SHOWN

- FIRST FLOOR TWO BEDROOM
- 4 C 1 4 D 1 4 O 1 4 P 1
 - 4 C 2 4 D 2 4 O 2 4 P 2
 - 4 C 3 4 D 3 4 O 3 4 P 3
 - 4 C 4 4 D 4 4 O 4 4 P 4
 - 5 A 1 5 B 1 5 G 1 5 H 1
 - 5 A 2 5 B 2 5 G 2 5 H 2
 - 5 A 3 5 B 3 5 G 3 5 H 3
 - 5 A 4 5 B 4 5 G 4 5 H 4



FIRST FLOOR PLAN - TWO BEDROOM "A"

SCALE: 1/8" = 1'-0"
 SECOND FLOOR FRAMING SHOWN



ELEVATION

Entrance elevation #1 and Side elevation #1 of adjoining building for buildings containing one bedroom units where both buildings shown contain one bedroom units.

Buildings 4I, 4J, 5C, 5D, 5N, 5O

Buildings 4A, 4G, 5M have identical elevation, but are adjoined to buildings containing 1 bedroom den units.

ARBOR GREEN CONDOMINIUM
EDGWATER PARK N. J.

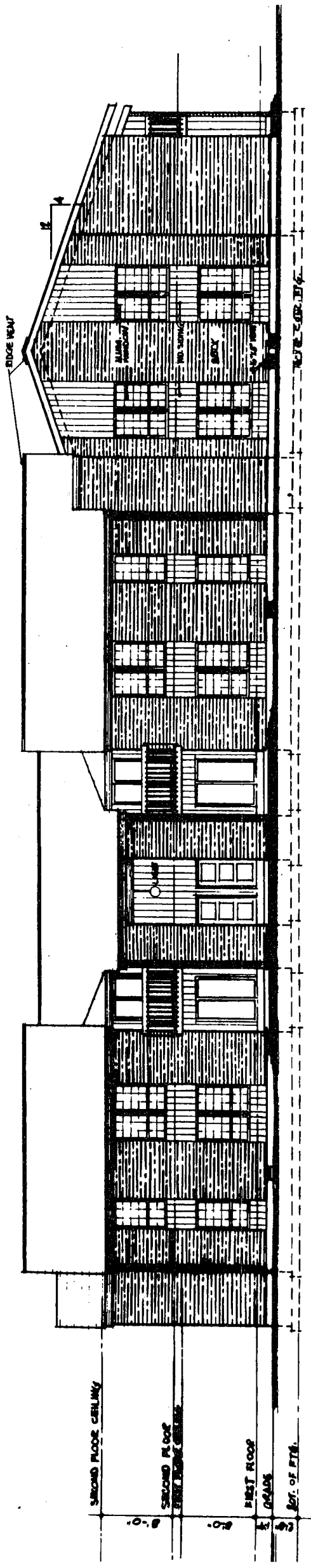
EXHIBIT NO. B10
DATE 12/21/72

I hereby certify these plans constitute a correct representation of the proposed improvements shown hereon.

[Signature]
Architect

D'ANASTASIO, LISIEWSKI
and TARQUINI A. I. A.

1815 FEDERAL STREET
CAMDEN, NEW JERSEY



ELEVATION

Entrance elevation #2 and Side elevation #2 of adjoining building for buildings containing one bedroom units where both buildings shown contain one bedroom units.

Buildings 4I, 4J, 5C, 5D, 5N, 5O

Buildings 4A, 4G, 5M have identical elevation, but are adjoined to buildings containing 1 bedroom den units.

ARBOR GREEN CONDOMINIUM
EDGWATER PARK N. J.

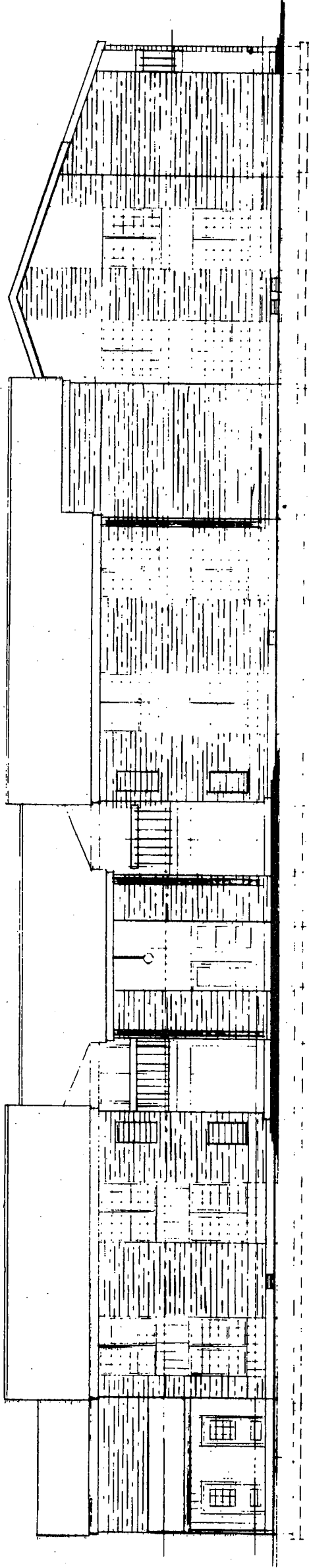
EXHIBIT NO. B11
DATE 12/21/72

I hereby certify these plans constitute a correct representation of the proposed improvement shown hereon.

[Signature]
Architect

**D'ANASTASIO, LISIEWSKI
and TARQUINI A.I.A.**

1815 FEDERAL STREET
CAMDEN NEW JERSEY



ELEVATION

Entrance elevation #1 and Side elevation #1 of adjoining building for buildings containing one bedroom and den units where both buildings shown contain one bedroom and den units.

Buildings 4E, 4F, 4K, 4L, 4M, 4N, 5E, 5F, 5J, 5K, 5P, 5Q

Buildings 4B, 4H, 5L have identical elevation, but are adjoined to buildings having 1 bedroom units. Building 5I has identical elevation, but is not adjoined to any building.

ARBOR GREEN CONDOMINIUM
EDGEWATER PARK N. J.

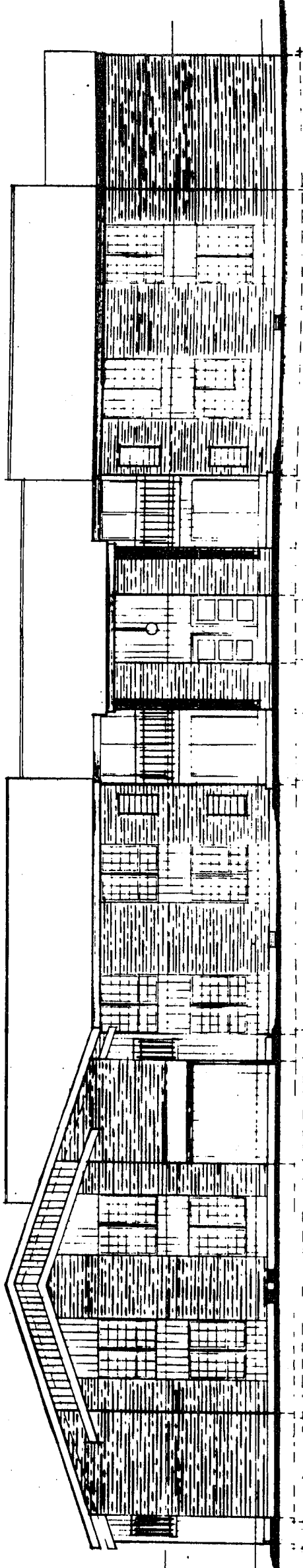
EXHIBIT NO. B12
DATE 12/21/72

I hereby certify these plans constitute a correct representation of the proposed improvements shown hereon

[Handwritten signature]

**D'ANASTASIO, LISIEWSKI
and TARQUINI
A. I. A.**

1815 FEDERAL STREET
CAMDEN, NEW JERSEY



ELEVATION

Entrance elevation #2 and Side elevation #2 of adjoining building for buildings containing one bedroom and den units where both buildings shown contain one bedroom and den units.

Buildings 4E, 4F, 4K, 4L, 4M, 4N, 5E, 5F, 5J, 5K, 5P, 5Q

Buildings 4B, 4H, 5L have identical elevation, but are adjoined to buildings having 1 bedroom units. Building 5I has identical elevation, but is not adjoined to any building.

ARBOR GREEN CONDOMINIUM
EDGEWATER PARK N. J.

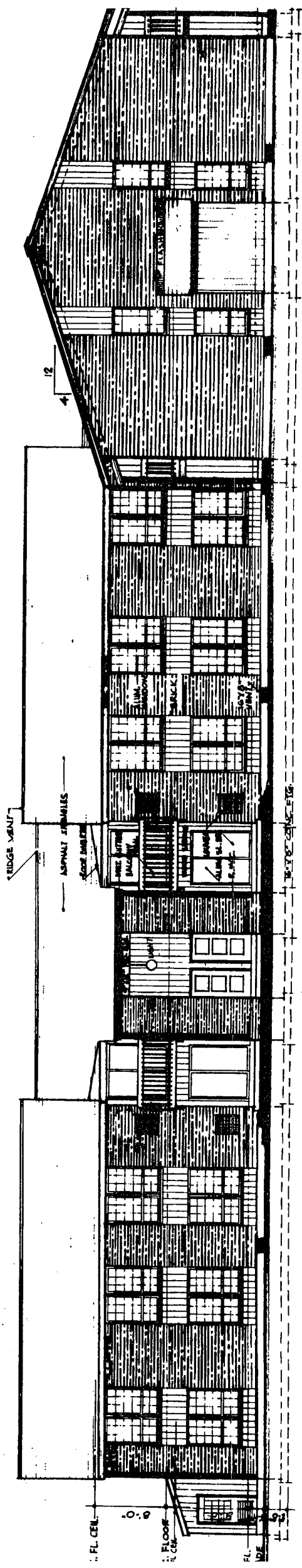
EXHIBIT NO. B13
DATE 12/21/72

I hereby certify these plans constitute a correct representation of the proposed improvements shown hereon

[Signature]

**D'ANASTASIO, LISIEWSKI
and TARQUINI
A. I. A.**

1815 FEDERAL STREET
CAMDEN, NEW JERSEY



ELEVATION

Buildings 4C, 4D, 4O, 4P
5A, 5B, 5G, 5H

Entrance elevation #1 and Side elevation #1 of adjoining building for all buildings containing two bedroom units.

ARBOR GREEN CONDOMINIUM
EDGWATER PARK N.J.

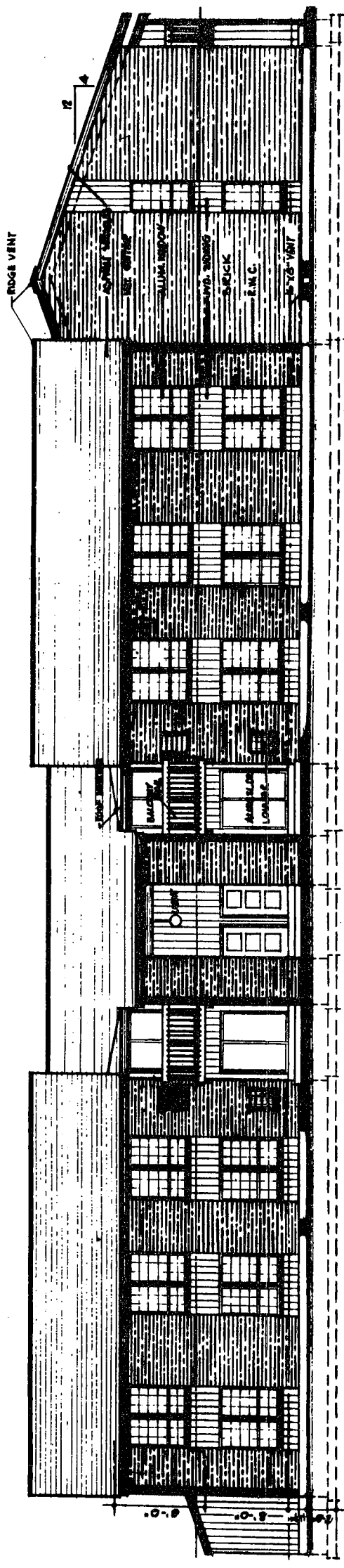
EXHIBIT NO. B14
DATE 12/21/72

I hereby certify these plans constitute a correct representation of the proposed improvements shown hereon.

Robert J. Tarquini
Architect

D'ANASTASIO, LISIEWSKI
and TARQUINI A. I. A.

1815 FEDERAL STREET
CAMDEN, NEW JERSEY



ELEVATION _____

Entrance elevation #2 and Side elevation #2 of adjoining building for all buildings containing two bedroom units.

Buildings 4C, 4D, 4O, 4D
5A, 5B, 5G, 5H

ARBOR GREEN CONDOMINIUM
EDGWATER PARK N. J.

EXHIBIT NO. B15
DATE 12/21/72

I hereby certify these plans constitute a correct representation of the proposed improvements shown hereon.

Robert J. Lisiewski
Architect

D'ANASTASIO, LISIEWSKI
and TARQUINI A. I. A.

1815 FEDERAL STREET
CAMDEN, NEW JERSEY

EXHIBIT "C"

SCHEDULE SHOWING THE COMMON INTERESTS
IN THE COMMON ELEMENTS ATTRIBUTABLE
TO EACH UNIT

| <u>Unit Number or Unit Designation</u> | <u>Percentage of Common Interest in Common Elements</u> | <u>Unit Number or Unit Designation</u> | <u>Percentage of Common Interest in Common Elements</u> |
|--|---|--|---|
| 4A-1 | 0.34% | 4G-1 | 0.34% |
| 4A-2 | 0.34% | 4G-2 | 0.34% |
| 4A-3 | 0.34% | 4G-3 | 0.34% |
| 4A-4 | 0.34% | 4G-4 | 0.34% |
| 4A-5 | 0.34% | 4G-5 | 0.34% |
| 4A-6 | 0.34% | 4G-6 | 0.34% |
| 4A-7 | 0.34% | 4G-7 | 0.34% |
| 4A-8 | 0.34% | 4G-8 | 0.34% |
| 4B-1 | 0.38% | 4H-1 | 0.38% |
| 4B-2 | 0.38% | 4H-2 | 0.38% |
| 4B-3 | 0.38% | 4H-3 | 0.38% |
| 4B-4 | 0.38% | 4H-4 | 0.38% |
| 4B-5 | 0.38% | 4H-5 | 0.38% |
| 4B-6 | 0.38% | 4H-6 | 0.38% |
| 4B-7 | 0.38% | 4H-7 | 0.38% |
| 4B-8 | 0.38% | 4H-8 | 0.38% |
| 4C-1 | 0.42% | 4I-1 | 0.34% |
| 4C-2 | 0.42% | 4I-2 | 0.34% |
| 4C-3 | 0.42% | 4I-3 | 0.34% |
| 4C-4 | 0.42% | 4I-4 | 0.34% |
| 4C-5 | 0.42% | 4I-5 | 0.34% |
| 4C-6 | 0.42% | 4I-6 | 0.34% |
| 4C-7 | 0.42% | 4I-7 | 0.34% |
| 4C-8 | 0.42% | 4I-8 | 0.34% |
| 4D-1 | 0.42% | 4J-1 | 0.34% |
| 4D-2 | 0.42% | 4J-2 | 0.34% |
| 4D-3 | 0.42% | 4J-3 | 0.34% |
| 4D-4 | 0.42% | 4J-4 | 0.34% |
| 4D-5 | 0.42% | 4J-5 | 0.34% |
| 4D-6 | 0.42% | 4J-6 | 0.34% |
| 4D-7 | 0.42% | 4J-7 | 0.34% |
| 4D-8 | 0.42% | 4J-8 | 0.34% |
| 4E-1 | 0.38% | 4K-1 | 0.38% |
| 4E-2 | 0.38% | 4K-2 | 0.38% |
| 4E-3 | 0.38% | 4K-3 | 0.38% |
| 4E-4 | 0.38% | 4K-4 | 0.38% |
| 4E-5 | 0.38% | 4K-5 | 0.38% |
| 4E-6 | 0.38% | 4K-6 | 0.38% |
| 4E-7 | 0.38% | 4K-7 | 0.38% |
| 4E-8 | 0.38% | 4K-8 | 0.38% |
| 4F-1 | 0.38% | 4L-1 | 0.38% |
| 4F-2 | 0.38% | 4L-2 | 0.38% |
| 4F-3 | 0.38% | 4L-3 | 0.38% |
| 4F-4 | 0.38% | 4L-4 | 0.38% |
| 4F-5 | 0.38% | 4L-5 | 0.38% |
| 4F-6 | 0.38% | 4L-6 | 0.38% |
| 4F-7 | 0.38% | 4L-7 | 0.38% |
| 4F-8 | 0.38% | 4L-8 | 0.38% |

| <u>Unit Number or Unit Designation</u> | <u>Percentage of Common Interest in Common Elements</u> | <u>Unit Number or Unit Designation</u> | <u>Percentage of Common Interest in Common Elements</u> |
|--|---|--|---|
| 4M-1 | 0.38% | 5C-1 | 0.34% |
| 4M-2 | 0.38% | 5C-2 | 0.34% |
| 4M-3 | 0.38% | 5C-3 | 0.34% |
| 4M-4 | 0.38% | 5C-4 | 0.34% |
| 4M-5 | 0.38% | 5C-5 | 0.34% |
| 4M-6 | 0.38% | 5C-6 | 0.34% |
| 4M-7 | 0.38% | 5C-7 | 0.34% |
| 4M-8 | 0.38% | 5C-8 | 0.34% |
| 4N-1 | 0.38% | 5D-1 | 0.34% |
| 4N-2 | 0.38% | 5D-2 | 0.34% |
| 4N-3 | 0.38% | 5D-3 | 0.34% |
| 4N-4 | 0.38% | 5D-4 | 0.34% |
| 4N-5 | 0.38% | 5D-5 | 0.34% |
| 4N-6 | 0.38% | 5D-6 | 0.34% |
| 4N-7 | 0.38% | 5D-7 | 0.34% |
| 4N-8 | 0.38% | 5D-8 | 0.34% |
| 4O-1 | 0.42% | 5E-1 | 0.38% |
| 4O-2 | 0.42% | 5E-2 | 0.38% |
| 4O-3 | 0.42% | 5E-3 | 0.38% |
| 4O-4 | 0.42% | 5E-4 | 0.38% |
| 4O-5 | 0.42% | 5E-5 | 0.38% |
| 4O-6 | 0.42% | 5E-6 | 0.38% |
| 4O-7 | 0.42% | 5E-7 | 0.38% |
| 4O-8 | 0.42% | 5E-8 | 0.38% |
| 4P-1 | 0.42% | 5F-1 | 0.38% |
| 4P-2 | 0.42% | 5F-2 | 0.38% |
| 4P-3 | 0.42% | 5F-3 | 0.38% |
| 4P-4 | 0.42% | 5F-4 | 0.38% |
| 4P-5 | 0.42% | 5F-5 | 0.38% |
| 4P-6 | 0.42% | 5F-6 | 0.38% |
| 4P-7 | 0.42% | 5F-7 | 0.38% |
| 4P-8 | 0.42% | 5F-8 | 0.38% |
| 5A-1 | 0.42% | 5G-1 | 0.42% |
| 5A-2 | 0.42% | 5G-2 | 0.42% |
| 5A-3 | 0.42% | 5G-3 | 0.42% |
| 5A-4 | 0.42% | 5G-4 | 0.42% |
| 5A-5 | 0.42% | 5G-5 | 0.42% |
| 5A-6 | 0.42% | 5G-6 | 0.42% |
| 5A-7 | 0.42% | 5G-7 | 0.42% |
| 5A-8 | 0.42% | 5G-8 | 0.42% |
| 5B-1 | 0.42% | 5H-1 | 0.42% |
| 5B-2 | 0.42% | 5H-2 | 0.42% |
| 5B-3 | 0.42% | 5H-3 | 0.42% |
| 5B-4 | 0.42% | 5H-4 | 0.42% |
| 5B-5 | 0.42% | 5H-5 | 0.42% |
| 5B-6 | 0.42% | 5H-6 | 0.42% |
| 5B-7 | 0.42% | 5H-7 | 0.42% |
| 5B-8 | 0.42% | 5H-8 | 0.42% |

| <u>Unit Number or Unit Designation</u> | <u>Percentage of Common Interest in Common Elements</u> | <u>Unit Number or Unit Designation</u> | <u>Percentage of Common Interest in Common Elements</u> |
|--|---|--|---|
| 5I-1 | 0.38% | 5M-5 | 0.34% |
| 5I-2 | 0.38% | 5M-6 | 0.34% |
| 5I-3 | 0.38% | 5M-7 | 0.34% |
| 5I-4 | 0.38% | 5M-8 | 0.34% |
| 5I-5 | 0.38% | 5N-1 | 0.34% |
| 5I-6 | 0.38% | 5N-2 | 0.34% |
| 5I-7 | 0.38% | 5N-3 | 0.34% |
| 5I-8 | 0.38% | 5N-4 | 0.34% |
| 5J-1 | 0.38% | 5N-5 | 0.34% |
| 5J-2 | 0.38% | 5N-6 | 0.34% |
| 5J-3 | 0.38% | 5N-7 | 0.34% |
| 5J-4 | 0.38% | 5N-8 | 0.34% |
| 5J-5 | 0.38% | 5O-1 | 0.34% |
| 5J-6 | 0.38% | 5O-2 | 0.34% |
| 5J-7 | 0.38% | 5O-3 | 0.34% |
| 5J-8 | 0.38% | 5O-4 | 0.34% |
| 5K-1 | 0.38% | 5O-5 | 0.34% |
| 5K-2 | 0.38% | 5O-6 | 0.34% |
| 5K-3 | 0.38% | 5O-7 | 0.34% |
| 5K-4 | 0.38% | 5O-8 | 0.34% |
| 5K-5 | 0.38% | 5P-1 | 0.38% |
| 5K-6 | 0.38% | 5P-2 | 0.38% |
| 5K-7 | 0.38% | 5P-3 | 0.38% |
| 5K-8 | 0.38% | 5P-4 | 0.38% |
| 5L-1 | 0.38% | 5P-5 | 0.38% |
| 5L-2 | 0.38% | 5P-6 | 0.38% |
| 5L-3 | 0.38% | 5P-7 | 0.38% |
| 5L-4 | 0.38% | 5P-8 | 0.38% |
| 5L-5 | 0.38% | 5Q-1 | 0.38% |
| 5L-6 | 0.38% | 5Q-2 | 0.38% |
| 5L-7 | 0.38% | 5Q-3 | 0.38% |
| 5L-8 | 0.38% | 5Q-4 | 0.38% |
| 5M-1 | 0.34% | 5Q-5 | 0.38% |
| 5M-2 | 0.34% | 5Q-6 | 0.38% |
| 5M-3 | 0.34% | 5Q-7 | 0.38% |
| 5M-4 | 0.34% | 5Q-8 | 0.38% |

STATE OF NEW JERSEY :
 :SS
COUNTY OF BURLINGTON:

BE IT REMEMBERED that on this day of
1973, before me, the subscriber, a Notary Public of the State
of New Jersey, personally appeared P. T. Spitzer who, being by
me duly sworn on her oath, doth depose and made proof to my satisfaction
that she is the Secretary of THE PHOENIX APARTMENTS, INC., the
corporation named in the within Instrument; that Charlotte G.
Grabois is the President of said corporation; that the execution
as well as the making of this Instrument has been duly authorized
by a proper resolution of the Board of Directors of the said
corporation and the seal affixed to this Instrument is such corporate
seal and was thereto affixed, and said Instrument signed and
delivered by said President, as and for her voluntary act and
deed and as and for the voluntary act and deed of said corporation,
in the presence of deponent, who thereupon subscribed her name
thereto as witness.

, Secretary

SWORN TO AND SUBSCRIBED BEFORE
ME THE DATE AFORESAID.

EXHIBIT "D"

BY-LAWS OF
ARBOR GREEN
CONDOMINIUM ASSOCIATION

ARTICLE I

APPLICABILITY, MEMBERS, MEMBERSHIP
AND DEFINITIONS

§1. These are the By-Laws of Arbor Green Condominium (hereinafter called the "Condominium") and of Arbor Green Condominium Association, a non-profit corporation of the State of New Jersey (hereinafter referred to as the "Association"). The administration and management of the Condominium and the Condominium Property and the actions of the Association and the Members thereof shall be governed by these By-Laws.

§2. All present and future Unit Owners, tenants, future tenants, their licensees, invitees, servants, agents, employees and any other person or persons that shall be permitted to use the Condominium Property of the Condominium, shall be subject to these By-Laws and to the Rules and Regulations issued by the Association to govern the conduct of its Members. Acquisition, rental or occupancy of any of the Units in the Condominium shall be conclusively deemed to mean that the Unit Owner, tenant or occupant has accepted and ratified these By-Laws and the Rules and Regulations of the Association and will comply with them.

§3. As used throughout these By-Laws the term "Member" means the Unit Owner of a Unit in the Condominium. Other terms used herein shall have the same meanings set forth in the Master Deed.

§4. Membership in the Association shall be limited to the Unit Owners of Units in the Condominium provided, that whenever title to a Unit is vested in two or more persons, such co-owners shall be entitled jointly to only the number of votes for their particular Unit as designated on the membership certificate.

In the event that a Unit Owner shall lease or permit another to occupy his Unit, the tenant or occupant shall be permitted to enjoy the Condominium Property to the extent that such Unit Owner shall be entitled, but shall not vote in the affairs of the Association unless he shall be designated the Voting Representative. The use of the Condominium Property shall be limited to Unit Owners, tenants and occupants of Units and their licensees, invitees, servants, agents and employees.

If a Unit is owned by more than one individual or is owned by a corporation or partnership, or if a Unit is under lease, then the individual entitled to cast the vote for the Unit shall be the individual named in the certificate given pursuant to §8 of the Master Deed (said individual being in these By-Laws called the "Voting Representative").

Every lawful transfer of title to the Unit Owner's Unit shall include membership in the Association and upon making such transfer, the previous Unit Owner's membership shall automatically terminate. Except as aforesaid, membership in the Association may not be assigned or transferred and any attempted assignment or transfer thereof shall be void and of no effect.

§5. Each Unit Owner shall receive a certificate which shall be numbered and entered upon the books of the Condominium as they are issued. The certificate shall state the number of votes to which the Unit designated is entitled. Upon presentation of satisfactory proof of the changes of ownership of the Unit to the Secretary of the Condominium, the old certificate of membership of the Unit shall be cancelled and a new certificate of membership issued to the new Unit Owner.

In the determination of the record date for the purpose of voting, the ownership of the Unit upon the membership list of the Condominium shall control.

The Trustees shall have power to close the membership list for ten days preceding any special or annual meeting of the Unit Owners.

ARTICLE II

PRINCIPAL OFFICE

§1. The principal office of the Association shall be located initially c/o The Phoenix Apartments, Cooper and Elm Streets, Edgewater Park, New Jersey, but thereafter, may be located at such other suitable and convenient place or places as shall be permitted by law and designated by the Trustees.

ARTICLE III

MEETING OF MEMBERS; VOTING

§1. All annual and special meetings of the Members of the Association shall be held at the principal office of the Association or at such other suitable and convenient place as may be permitted by law and from time to time fixed by the Trustees and designated in the notices of such meetings.

§2. The first annual meeting of the Members of the Association shall be held as determined by the Association. Subsequent annual meetings shall be held in October of each year at which time the Unit Owners shall elect the Board of Trustees in accordance with these By-Laws. The Unit Owners or their Voting Representatives may also transact such other business as may properly come before the annual meeting.

§3. Special meetings of the Members may be called by the President, Vice President, Secretary, or by a majority of the Trustees and must be called by such officers upon receipt of a written request from the Unit Owners owning ninety (90) or more Units. Such written request shall state the purpose or purposes of the proposed meeting. Business transacted at a special meeting shall be limited to the purposes stated in the notice.

§4. For the purpose of determining the Unit Owners entitled to notice of any meeting of the Members, or any adjournment thereof, or for the purpose of any other action, the Trustees shall fix in advance a date as the record date for such determination. Such date shall not be more than thirty nor less than ten days before the date of the meeting. If no record date is fixed, then the date shall be deemed to be the tenth day before the date of the meeting.

§5. Notice of meetings of the Members of the Association shall be in writing. Notice of the meetings other than the annual

meeting shall indicate and state that it is being issued by or at the direction of the person or persons calling the meeting. Such notice shall be mailed or delivered not less than five or more than twenty days prior to the date of the meeting. Notice of all meetings at which disposition is to be made of assets (other than title to a Unit which shall have been acquired pursuant to the provisions of either §12 or of the penultimate paragraph of §9 of the Master Deed) or the granting of rights or easements in the Condominium Property must also be given to the holders of the first mortgages on the Units.

§6. Notice of meetings need not be given to any Unit Owner who personally, or by his Voting Representative, signs a waiver of notice whether before or after the meeting. The attendance at a meeting of any Unit Owner or his Voting Representative, without protesting prior to the conclusion of the meeting the lack of proper notice of such meeting shall constitute a waiver of notice of the meeting by him.

§7. A quorum at meetings of the Unit Owners shall consist of Unit Owners or their Voting Representatives holding ten percent (10%) of the total outstanding votes of the Association. The subsequent joinder of a Unit Owner or his Voting Representative in the action taken at a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum. When a quorum is once present to organize the meeting it cannot be broken by the subsequent withdrawal of a Unit Owner or Unit Owners or his or their Voting Representatives. The Unit Owners or their Voting Representatives present may adjourn the meeting despite the absence of a quorum. In the event of any such adjourned meeting, no further notice of the adjourned meeting need be given to any of the Members.

§8. The number of votes which each Unit Owner or his Voting Representative shall be entitled to cast in any of the affairs of the Association requiring a vote, and which votes are assigned to a particular Unit, shall be equal to the respective figure shown opposite each Unit in Exhibit "C" of the Master Deed (representing the percentage of Common Interest in the Common Elements), multiplied in each case by 100, thereby resulting in 10,000 votes in the aggregate.

§9. Only Unit Owners in good standing shall be entitled to vote in the affairs of the Association at any annual or special meeting thereof. A Unit Owner shall be deemed to be in "good standing" and "entitled to vote" if, and only if, he shall have fully paid all assessments made or levied against him and his Unit or Units by the Trustees as hereinafter provided, together with all interest, costs, attorneys' fees, penalties and other expenses, if any, properly chargeable to him and against his Unit or Units, at least 3 days prior to the date fixed for such annual or special meetings.

§10. A Unit which has been acquired by the Association in its own name or in the name of its agent, designee or nominee on behalf of all the Unit Owners shall not be entitled to vote so long as it continues to be so held.

§11. As to matters involving the disposition of assets (other than title to a Unit which shall have been acquired by the Association pursuant to the provisions of either §12 or the penultimate paragraph of §9 of the Master Deed, which such right of disposition shall be vested in the Board of Trustees), or the granting

or rights or easements in the Condominium Property, the affirmative vote of Unit Owners or their Voting Representatives representing a majority of the total outstanding votes of the Association is required, which affirmative vote must be accompanied by the consent of the holders of the first mortgages on the Units with respect to which such affirmative vote shall have been given. All other decisions of the Unit Owners, unless otherwise expressly set forth herein, shall require for passage the affirmative vote of the Unit Owners or their Voting Representatives representing a majority of the total votes represented at any given meeting.

§12. Any action involving the disposition of assets (other than as specified in the first sentence of §11 of this Article III), or the granting of rights or easements in the Condominium Property, or the amendment of these By-Laws may be taken without a meeting on such matters on written consent of the required number of Unit Owners or their Voting Representatives setting forth the action so taken or to be taken. Approval or disapproval of a Unit Owner on any matter whether or not the subject of a meeting shall be by the person holding title to the Unit on the books of the Condominium at the time of the execution of the instrument, or his Voting Representative, if no meeting is being held, or by the person owning the Unit on the record date, or his Voting Representative if such record date has been fixed and a meeting is to be held.

§13. The Secretary shall compile and keep up to date at the principal office of the Association, a complete list of the Members and their last known post office addresses. Such list shall also show opposite each Member's name the number of the Unit or Units owned by him, the percentage of Common Interest of the Member in the Common Elements in the Condominium, the number of votes which the Unit Owner is entitled to vote at meetings of the Association, and the Voting Representative, if any. This list shall be open to inspection by all Members and other persons lawfully entitled to inspect the same at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the minute book of the Association, containing the minutes of all annual and special meetings of the Association and all resolutions of the Trustees.

§14. The order of business at the annual meeting of the Members shall be:

- (a) Calling the roll.
- (b) Proof of notice of the meeting or certification as to waivers.
- (c) Selection and appointment of inspectors of election.
- (d) Election of Trustees.
- (e) Reading of minutes of preceding meeting.
- (f) Reports of the officers.
- (g) Reports of the Trustees.
- (h) Reports of Committees.
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

§15. The order of business at all other meetings of the Members shall as far as practical conform to the order of business at the annual meeting insofar as the special purpose of the meeting will permit.

ARTICLE IV

BOARD OF TRUSTEES

§1. The Condominium shall be administered and managed, and the affairs of the Association shall be governed, by a Board of Trustees consisting of five persons, each of whom shall be over the age of twenty-one years. They need not be Unit Owners.

§2. Subject to the provisions of §19(ii) of the Master Deed, at the first election, two Trustees shall be elected to serve for a term of three years, two to serve for two years and one to serve for one year. At all subsequent elections the Trustee or Trustees to be elected at such election shall be elected for a term of three years. The Trustees designated in the Articles of Incorporation of the Association shall act as Trustees until their successors shall have been elected at the first annual meeting of the Members. Each Trustee shall serve until his successor shall be elected and shall serve without compensation.

§3. At least 2 months preceding the annual meeting of the Members the President shall appoint a nominating committee of three, at least one of whom shall be a member of the Board of Trustees whose term of office does not expire at the ensuing annual election. The nominating committee, after considering the qualifications of individuals and consulting with the Grantor under the Master Deed while it owns twenty-six (26) or more of the Units, shall select an individual or individuals to be elected as a Trustee. Such committee shall report its nominees to the President at least 15 days prior to the date of the annual meeting.

Any fifteen (15) Unit Owners in good standing, or the Unit Owner in good standing of fifteen (15) or more Units may nominate candidates to the Board of Trustees by presenting such nominations in writing signed by them to the Secretary. Such petition shall be presented not less than 15 days before the annual meeting.

At least ten days prior to the annual meeting the Unit Owners shall be notified in writing of all candidates to the Board of Trustees and shall be furnished with ballots. The names of all candidates shall be either typed or printed upon all ballots. Where there is more than one candidate such names shall be arranged in alphabetical order.

Those candidates receiving the greater number of votes out of the number to be elected shall be declared elected and in case of a tie vote as to the last place to be filled, a new ballot shall be cast in order to determine the last successful candidate excluding those with a smaller number of votes who shall be declared defeated. Cumulative voting shall not be permitted.

Unit Owners or their Voting Representatives may cast their vote prior to the annual meeting by depositing their ballots with the Secretary, to be opened by him at the meeting, and are not required to be present at the meeting to cast their ballots for the election of the Trustees.

§4. If the office of any Trustee shall become vacant by reason of his death, resignation, retirement, disqualification, removal from office or otherwise, the remaining Trustees, at a special meeting duly called for such purpose, shall choose a successor, who shall serve for the remaining unexpired term of the Trustee replaced.

§5. Trustees (except those selected by the Grantor under the Master Deed pursuant to the provisions of §19(ii) thereof) may be removed with or without cause, by the affirmative vote of Unit Owners or their Voting Representatives having two-thirds of the outstanding votes of the Association at any annual or special meeting of Members duly called for such purpose.

§6. The first or organizational meeting of each newly elected Board of Trustees shall be held immediately upon adjournment of the meeting of Members at which they were elected and at the same place where the meeting of Members was held, provided a quorum is present. If a quorum of the Board is not then present, such first or organizational meeting shall be held as soon thereafter as may be practicable provided notice is given to each Trustee as set forth in §7 of this Article or unless waived as provided in §8 of this Article.

§7. The Board of Trustees shall meet regularly at least once a month on the first Thursday of each month or on such other day as the Board may fix. The meetings shall be held at the principal office of the Association or at such other places as the Board may determine. The annual meeting of the Board shall be held immediately following the annual meeting of the Members at the place where such annual meeting of the Members is held. A special meeting of the Board may be called by the President or Vice President on two days notice given either in writing, in person, by telephone, or by wire to each Trustee. Such special meeting must be called on the demand or request of two members of the Board.

§8. Regular meetings once established may thereafter be held without notice at the time and place agreed upon by the Board. If the time or place of a regular meeting be changed by circumstances beyond the control of the Board, notice of the change shall be given in the same manner as for a special meeting. Notice of a meeting need not be given to any Trustee who submits a waiver of notice, whether such waiver be before or after the meeting. Attendance at the meeting shall be deemed to be a waiver of notice thereof.

§9. At all duly convened meetings of the Board of Trustees, a majority of the Trustees shall constitute a quorum for the transaction of business except as otherwise expressly provided in these By-Laws or by law, and the acts of the majority of the Trustees present at such meeting at which a quorum is present, shall be the acts of the Board of Trustees. If at any meeting of the Board of Trustees there shall be less than a quorum present, the Trustee or Trustees present may adjourn the meeting from time to time, and at any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting as originally called, may be transacted without further notice to any Trustee.

§10. The Board of Trustees shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the administration and management of the Condominium and Condominium Property, and may do or cause to be done all such other lawful acts and things as are not by law, by these By-Laws or otherwise, directed or required to be done or exercised by the Unit Owners, or by others. In the performance of its duties as the administering body of the Association and of the Condominium, the Board of Trustees shall have powers and duties set forth in the Condominium Documents, including, but not limited to, the following:

- A. The operation, management, maintenance, renewal, replacement, repair, care, cleaning, upkeep, protection and surveillance of the Condominium and the Condominium Property and all other property, real or personal, of the Association.
- B. The preparation not later than October 20 of each calendar year of a budget or estimate of Common Expenses for the next succeeding fiscal year which shall include, but not be limited to, reasonable reserves for depreciation, retirements and renewals. The total amount of such budget or estimate shall be assessed against all of the Units and the respective Unit Owners thereof, in the same proportion as their respective undivided Common Interests in the Common Elements as set forth in the Master Deed. The proportionate amount thus found applicable to each Unit shall be payable by the Unit Owner thereof to the Association in four equal installments as provided in §9 of the Master Deed. On or before the due date of the first quarterly installment, the Association shall prepare and deliver or mail to each Unit Owner and person holding a first mortgage upon a Unit who has given the information set forth in §1 of Article VII hereof, a statement showing the amount thereof and the amount assessed against such Unit for the entire fiscal year, and shall not be obligated to give notice of any subsequently accruing quarterly payments for such fiscal year, and the omission of notice of such installment shall not relieve such Unit Owner from his obligation to pay such quarterly installments promptly when and as they become due and payable. The omission by the Board of Trustees to fix the assessments for the next fiscal year shall not be deemed a waiver or modification in any respect of the provisions hereof or the Condominium Documents, or a release of the Unit Owners from the obligation to pay the assessments, or any installment thereof for any such year, but the assessment fixed for the preceding fiscal year shall continue until a new assessment is fixed.
- C. By majority vote of the Board, to adjust or increase the amount of any annual assessment for Common Expenses and quarterly installments thereof, and to levy and collect in addition thereto, special assessments for Common Expenses in such amounts as the Board may deem proper, whenever the Board is of the opinion it is necessary to do so in order to meet increased operating or maintenance costs, or additional capital expenses, or because of emergencies; or otherwise to meet Common Expenses; provided, however, that all such increased or special assessments shall be made or levied against the Unit Owners and the Units owned by them respectively, in the same proportions or percentages as provided in Subsection B, §10 of this Article IV.
- D. To use and expend any sums collected from such assessments for the operation, management, maintenance, renewal, replacement, repair, care, cleaning, upkeep, surveillance and protection of the Condominium Property and all of the real and personal property of the

Association. No expenditures for capital improvements in excess of \$5,000 for any one item shall be made by the Trustees without the affirmative vote of the Unit Owners or their Voting Representatives representing a majority of the total votes at an annual meeting or special meeting called for that purpose at which a quorum was present. In the event there shall be any Common Surplus remaining at the end of each fiscal year, then the same, at the option of the Board of Trustees, shall either be returned to the Unit Owners in the same proportion as their Common Interest therein, as soon as practicable after the end of such fiscal year or applied on account of Common Expenses for the following fiscal year.

- E. To require all officers and employees of the Association and Managing Agent handling, or responsible for funds of the Association or funds in its possession or under its control to furnish adequate fidelity bonds, in form, penalties and with corporate surety satisfactory to the Board of Trustees. The premiums on such bonds shall be paid by the Association as part of the Common Expenses.
- F. To pay all taxes and assessments levied or assessed against any property of the Association, exclusive of any taxes or assessments levied against any Unit or otherwise property chargeable to the Unit Owner or Unit Owners thereof.
- G. To employ and dismiss such clerks, workmen, janitors, watchmen and other personnel, and to purchase or arrange for such services, machinery, equipment, tools, materials and supplies, as in the opinion of the Board of Trustees may from time to time be necessary for the proper operation and maintenance of the Condominium and the Condominium Property, except the portions thereof required to be maintained by Unit Owners.
- H. To collect delinquent levies or assessments made by the Association through the Board of Trustees against any Units and the respective Unit Owners thereof, together with such costs and expenses incurred in connection therewith, including but not limited to filing fees, court costs and attorneys' fees, whether by suit or otherwise, to abate nuisances and enforce observances of the Rules and Regulations relating to the Condominium, by injunction or such other legal action or means as the Board of Trustees may deem necessary or appropriate.
- I. To employ or retain legal counsel, engineers and accountants, and to fix their compensation whenever such professional advice or services may be deemed necessary by the Board for any proper purposes of the Association, including but not limited to those hereinbefore or hereinafter referred to in these By-Laws.
- J. To cause such operating accounts, and escrow and other accounts, if any, to be established and opened as the Board of Trustees may deem appropriate from

time to time and as may be consistent with good accounting practices.

- K. (1) To cause a complete audit of the books and accounts of the Association to be made by a competent certified public accountant at the end of each fiscal year, and at such other time or times as may be deemed necessary. The Board of Trustees shall also prepare at the end of each fiscal year and furnish to the Unit Owner of each Unit a report of the business and affairs of the Association, showing its transactions and reflecting fully and accurately its financial condition.
- (ii) To keep detailed books of account, in chronological order, of the receipts and expenditures affecting the Condominium and its administration and specifying the amount of the Common Expenses, Common Receipts and Common Surplus, and the portions thereof attributable to each Unit.
- L. To make and enforce compliance with such reasonable Rules and Regulations relative to the operation, use and occupancy of the Units, the Common Elements and other Condominium Property (including the assignment to each Unit of the exclusive right to the use of certain parking spaces on a uniform, reasonable and equitable basis), and to amend the same from time to time as the Board shall deem necessary or appropriate, which Rules and Regulations when approved by appropriate resolutions shall be binding on the Unit Owners, and the tenants and occupants of Units. A copy of such Rules and Regulations and copies of any amendments thereof shall be delivered or mailed to each Unit Owner of a Unit promptly upon the adoption thereof. The Rules and Regulations shall be subject to change by a majority of Unit Owners.
- M. The Board of Trustees shall maintain the insurance and keep the Condominium Property insured as provided in §14 of the Master Deed. The Board of Trustees shall review the insurance requirements and limits thereon once each year.
- The Association shall pay the premiums on the aforementioned policies as Common Expenses. In the event the amount of any premium on such insurance shall be increased above the normal premium because of a particular use of, or hazard or risk in, a Unit, then the Unit Owner of such Unit shall be solely liable for the increase, and the same shall not constitute a Common Expense.
- N. To collect all proceeds of all casualty or physical damage insurance and to apply the same towards the cost of repair, restoration or replacement of any damaged Condominium Property in accordance with the provisions of the Master Deed and these By-Laws.
- O. To prosecute all proceedings with respect to the taking, injury or destruction by eminent domain of the Common Elements or any part thereof, or any

part of the Condominium Property, provided, however, that the Board of Trustees shall not compromise any claim without the affirmative vote of Unit Owners or their Voting Representatives representing at least a majority of the total outstanding votes of the Association at an annual meeting or special meeting thereof called for that purpose. The Board of Trustees shall also determine whether it shall be appropriate to apply any sums payable with respect to such taking, injury or destruction to the repair or replacement of the Common Elements or Condominium Property injured or destroyed as a result thereof and shall distribute any sums not so applied as provided in §16 A of the Master Deed.

- P. To purchase any Unit in the Condominium on which the Association has a lien as a result of the failure of a Unit Owner to pay his pro rata share of Common Expenses following execution upon such lien in order to protect the interest of the Association and the Members thereof, and to purchase and lease Units pursuant to the provisions of §12 of the Master Deed, and otherwise to hold, lease, sub-let mortgage and convey the same. To approve occupants and to give the consents and approvals required to be given pursuant to the provisions of §11 of the Master Deed.
- Q. To lease or license the use of Common Elements in a manner not inconsistent with the rights of the Unit Owners.
- R. To collect all sums due and owing by the owners of the adjoining property pursuant to the Declaration referred to in the Master Deed.
- S. In its discretion to employ a professional Managing Agent and to delegate to such Agent the following powers and duties:
 - (i) Ministerial duties, which by the Condominium Act, are not required to be done by the Association or the Unit Owners;
 - (ii) Powers which require only ministerial functions in order to carry out the intent and purpose of the power, which powers are not required to be enforced only by the Association or the Unit Owners; and
 - (iii) Delegate all powers and duties not prohibited by law or by these By-Laws.
- T. To perform such other duties as are contained in the Master Deed or any amendment or supplement thereto.

ARTICLE V

OFFICERS

§1. The officers of the Association shall be a President, Vice President, Secretary and a Treasurer. The Secretary may

be eligible for the office of Treasurer. The President and Vice President shall also be members of the Board of Trustees.

§2. The officers of the Association shall be elected annually by the Board of Trustees at the organization of each new Board and shall hold office until their successors are elected or appointed by the Board and qualify, provided that each officer shall hold office at the pleasure of the Board of Trustees and may be removed either with or without cause and his successor elected at any annual or special meeting of the Board called for such purpose, upon the affirmative vote of a majority of the members of the Board. The Board of Trustees may, from time to time, appoint such other officers as in their judgment are necessary.

§3. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members and of the Board of Trustees. He shall have the general powers and duties usually vested in the office of President of an Association, including but not limited to, the power to appoint committees from among the Members and Voting Representatives from time to time as he may deem appropriate to assist in the conduct of the affairs of the Association. He shall execute such deeds, leases, mortgages, bonds, notes, contracts and other instruments, in the name and on behalf of the Association and under its corporate seal when a seal is required, except when such documents are required or permitted by law to be otherwise executed and except when the signing and execution thereof shall be delegated by the Board of Trustees to another officer or agent of the Association.

§4. The Vice President shall perform all duties as shall be delegated to him by the President. He shall serve as chairman of the respective committees which the President shall deem appropriate. He shall exercise the powers and perform the duties of the President in his absence or disability.

§5. The Secretary shall attend all meetings of the Board of Trustees and all meetings of the Members and record all votes and the minutes of all meetings and proceedings, including resolutions, in a minute book to be kept for that purpose and shall have charge of the minute book and such records and papers as the Board shall direct and perform all duties incident to the office of Secretary, including the sending of notices of meetings to the Members, the Board of Trustees and committees and such other duties as may be prescribed by the By-Laws or by the Board of Trustees or the President. He shall also have custody of the corporate seal and when authorized by the Board, affix the same to any instrument requiring it and attest the same when appropriate.

§6. The Treasurer shall have responsibility for the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies, checks and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Trustees. He shall disburse the funds of the Association as may from time to time be ordered by the Board or by the President, making proper vouchers for such disbursements and shall render to the President and Trustees, at the regular meetings of the Board or whenever they or either of them shall require, an account of his transactions as Treasurer and of the financial condition of the Association.

§7. The officers of the Association shall serve without compensation except that they shall be entitled to reimbursement

for all expenses reasonably incurred in the discharge of their duties.

ARTICLE VI

INDEMNIFICATION OF OFFICERS AND DIRECTORS

§1. The Trustees and officers shall not be liable to the Unit Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify every Trustee and officer, his heirs, executors and administrators, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Trustee or officer of the Association except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for willful misconduct or bad faith. In the event of a settlement, 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 willful misconduct or bad faith in the performance of his duty as such Trustee or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Trustee or officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as Common Expenses, provided, however, that nothing in this Article contained shall be deemed to obligate the Association to indemnify any Member or Unit Owner, who is or has been a Trustee or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of his membership in the Association or as a Unit Owner of a Unit.

ARTICLE VII

MORTGAGES

§1. A Unit Owner who mortgages his Units shall notify the Association of the name and address of his mortgagee and the Association shall maintain such information in a book entitled "Mortgages of Units". A person who holds a mortgage may supply such information to the Association.

§2. The Trustees whenever so requested in writing by a mortgagee of a Unit shall promptly report any then unpaid assessments for Common Expenses due from, or any other default by, the Unit Owner of the mortgaged Unit.

§3. The Trustees when giving notice to a Unit Owner of a default in paying assessments for Common Expenses or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Association.

§4. Each mortgagee of a Unit who shall have given the aforesaid information to the Association shall be permitted to examine the books of account of the Condominium at reasonable times, on business days.

ARTICLE VIII

FISCAL YEAR

§1. The fiscal year of the Association shall begin on the first day of January in each year.

ARTICLE IX

CORPORATE SEAL

§1. The corporate seal of the Association shall contain the name "ARBOR GREEN CONDOMINIUM ASSOCIATION", the words "Incorporated, New Jersey" and the year of incorporation.

ARTICLE X

AMENDMENTS TO BY-LAWS

§1. Amendment to the By-Laws shall be proposed by either the Board of Trustees or by Unit Owners of at least ten percent (10%) of the Units. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon.

§2. The affirmative vote the Unit Owners or their Voting Representatives representing 75% of the total outstanding vote of the Association shall be required to amend these By-Laws.

ARTICLE XI

PARLIAMENTARY RULES

§1. Roberts Rules of Order (latest edition) shall govern the conduct of proceedings of the Association and the Board of Trustees.

ARTICLE XII

DISSOLUTION

§1. In the event it shall be deemed advisable and for the benefit of the Members of the Association that the Association shall be dissolved, the procedures concerning dissolution set forth in Chapter 1, Section 20 of Title 15 of the Revised Statutes of the State of New Jersey, entitled "Corporations and Associations Not for Profit", shall be followed.

§2. In the event of dissolution, the assets of the Association, after the payment of all debts including mortgages and other encumbrances, shall be distributed to the Unit Owners in the same proportion as their respective Common Interests in the Common Elements.

RECORDING INFORMATION SHEET

49 RANCOCAS RD,
MT. HOLLY, NJ 08060

INSTRUMENT NUMBER:

5160593

DOCUMENT TYPE:

RESOLUTION

COPY

Official Use Only

Document Charge Type RESOLUTION

Return Address (for recorded documents)

CUTOLO MANDEL, LLC
151 HIGHWAY 33 EAST STE 204
MANALAPAN NJ 07726

TIMOTHY D. TYLER
BURLINGTON COUNTY

RECEIPT NUMBER
8268958
RECORDED ON
August 20, 2015 10:38 AM

INSTRUMENT NUMBER
5160593

BOOK: OR13185
PAGE: 8940

No. Of Pages 10
(Excluding Recording Information and/or Summary Sheet)

Consideration Amount \$0.00

Recording Fee \$130.00

Realty Transfer Fee \$0.00

Total Amount Paid \$130.00

Municipality UNKNOWN

Parcel Information Block: N/A
Lot: N/A

First Party Name ARBOR GREEN CONDO ASSOC INC

Second Party Name ARBOR GREEN CONDO ASSOC INC

Additional Information (Official Use Only)



5160593

Ctrl Id: 5340635 Recording Clerk: dcoco

***** DO NOT REMOVE THIS PAGE. *****
COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF BURLINGTON COUNTY FILING RECORD
***** RETAIN THIS PAGE FOR FUTURE REFERENCE. *****

EXHIBIT A
(Resolution Regarding Dryer Vent Cleaning)

**ARBOR GREEN CONDOMINIUM ASSOCIATION, INC.
RESOLUTION REGARDING DRYER VENT CLEANING**

WHEREAS, Arbor Green Condominium Association, Inc. (the "Association") was established and exists as a non-profit corporation and by virtue of a certain Master Deed, recorded on March 9, 1973, in the Office of the Clerk of Burlington County in Deed Book 1835, Page 159, et seq., as may be amended (the "Master Deed"); and

WHEREAS, Section 11(B) of the Master Deed provides that "[t]he Grantor and every Unit Owner by the acceptance of the Unit Deed, and their heirs, successors and assigns, covenant that they will faithfully observe all of the terms, covenants and conditions wherever imposed in the Condominium Documents[;]" and

WHEREAS, Article I, Section 2 of the By-Laws provides that "[a]ll present and future Unit Owners, tenants, future tenants, their licensees, invitees, servants, agents, employees and any other person or persons that shall be permitted to use the Condominium Property of the Condominium, shall be subject to these By-Laws and to the Rules and Regulations issued by the Association to govern the conduct of its Members. Acquisition, rental or occupancy of any of the Units in the Condominium shall be conclusively deemed to mean that the Unit Owner, tenant or occupant has accepted and ratified these By-Laws and the Rules and Regulations of the Association and will comply with them[;]" and

WHEREAS, Section 7(A) of the Master Deed provides in part that "the Association is hereby vested with the rights, powers, privileges and duties necessary or incidental to the proper administration of the Condominium as set forth in the Condominium Documents and the Condominium Act[;]" and

WHEREAS, Article IV, Section 10 of the By-Laws provides in part that "[t]he Board of Trustees shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the administration and management of the Condominium and Condominium Property, and may do or cause to be done all such other lawful acts and things as are not by law, by these By-Laws or otherwise, directed or required to be done or exercised by the Unit Owners, or by the others. In the performance of its duties as the administering body of the Association and the Condominium, the Board of Trustees shall have powers and duties set forth in the Condominium Documents[;]" and

WHEREAS, Section 7(A)(viii) of the Master Deed provides in part that "[t]he Association shall . . . be empowered and is hereby empowered and shall be obliged . . . to adopt rules and regulations as may be necessary for the management, control and orderly use of the Common Elements, and in general it shall manage the Condominium Property as provided herein and in the By-Laws[;]" and

WHEREAS, Article IV, Section 10(L) of the By-Laws provides that the Board of Trustees shall "make and enforce compliance with such reasonable Rules and Regulations relative to the operation, use and occupancy of the Units, the Common Elements and other Condominium Property (including the assignment to each Unit of the exclusive right to the use

of certain parking spaces on a uniform reasonable and equitable basis), and to amend the same from time to time as the Board shall deem necessary or appropriate, which Rules and Regulations when approved by appropriate resolutions shall be binding on the Unit Owners, and the tenants and occupants of Units. A copy of such Rules and Regulations and copies of any amendments thereof shall be delivered or mailed to each Unit Owner of a Unit promptly upon the adoption thereof. The Rule and Regulations shall be subject to change by a majority of Unit Owners[;]" and

WHEREAS, Section 10(C) of the Master Deed provides that it "shall be the responsibility of the Unit Owner...to maintain repair or replace at his own expense all portions of the Unit which may cause injury or damage to the other Units or to the Common Elements... [and to] maintain and keep in good repair (and replace, if necessary) the Unit, including, without limitation, the...vents[;]" and

WHEREAS, Section 13(D) of the Master Deed provides that the "Association shall have the irrevocable right, to be exercised by the Trustees and their agents and employees, to have access to each Unit...for making emergency repairs necessary to prevent damage to the Common Elements or to any other Unit or Units[;]" and

WHEREAS, the Board of Trustees has found it necessary to establish rules and regulations setting forth standards and deadlines for repair and replacement of dryer vents appurtenant to Units, which, if not properly maintained, pose a substantial risk to the health, safety and welfare of all Association residents.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Trustees hereby adopts the following rules and regulations regarding maintenance of dryer vents:

1. Any dryer vent that serves one unit exclusively shall be the responsibility of the owner of that unit to clean, maintain, repair and/or replace said dryer vent.
2. Dryer vent inspection and cleaning shall be performed at the cost of each unit owner on or before September 1, 2015 and every other year thereafter beginning on June 1, 2017, unless a different date is designated by the Board. A receipt of the rendering of such services shall be provided by October 1, 2015 and by July 1 of each alternating year thereafter in which dryer vent cleaning is required.
3. Any third party contractor hired by a unit owner to inspect or clean a dryer vent shall be licensed and qualified and shall provide to the Association's managing agent with a certificate of liability insurance naming the Association and the managing agent as additional insureds in an amount of not less than \$500,000.00 prior to undertaking any work. Failure to submit a contractor's certificate of insurance to Association management in accordance with this paragraph shall be deemed a violation of paragraph 2 of this resolution.
4. If a unit owner cannot arrange for cleaning and/or inspection to be performed on or before the deadlines established in paragraph 2 of this resolution, the unit owner shall advise Association management in writing prior to the deadlines set forth in paragraph 2, stating the

reason for same and providing the expected timeframe for completion. The Board shall review same and, if good cause is shown in the Board's sole discretion, the management company shall notify the unit owner that an extension has been granted. If found unacceptable, the unit owner shall be notified to comply by the deadline set forth in paragraph 2.

5. The Board may issue a cease and desist order regarding further use of the ventilation system serviced by a dryer vent that has not been inspected and/or cleaned in compliance with this Resolution if a unit owner fails to comply with the provisions of this resolution.

6. If a unit owner fails to clean a dryer vent as required by this resolution, the Association, at its option and not obligation, may clean a unit owner's dryer vent, and charge the costs related thereto to that unit owner. Any costs incurred by the Association in connection with the enforcement of the terms of this resolution shall be collectible against a unit owner in the same manner as a common expense assessment.

7. Upon the sale of a unit, new owners shall be required to comply with paragraph 2 of this resolution within 30 days of taking title to the unit if the dryer vent has not been cleaned and/or inspected within the two years prior to the date the new owner takes title to the unit.

8. The Association disclaims all liability to any unit owner for the proper performance of the inspection and/or cleaning work to be undertaken by any dryer vent inspector, whether or not recommended by the Association. The Association's recommendation of an inspector to carry out the duties of the unit owners under this resolution is provided merely as a courtesy to the unit owners. The Association does not vouch for any such inspector, nor may any unit owner assume that the Association has undertaken any due diligence concerning the selection of its own choice, provided such inspector is qualified and provides to the Association's manager, prior to undertaking any work, a certificate of liability insurance naming the Association as additional insured in the amount of not less than \$500,000.00.

9. Should any provisions herein be determined to be invalid, the remaining provisions herein shall remain in full force and effect.

10. Notwithstanding any of the above, the Association may exercise all rights and remedies available to it at law, in equity and/or pursuant to the Master Deed and By-Laws.

11. Any provision contained within any previously adopted resolution of the Association, which conflicts with any provision set forth herein, shall be deemed void and the provision contained herein shall govern.

**ARBOR GREEN CONDOMINIUM ASSOCIATION, INC.
RESOLUTION REGARDING DRYER VENT CLEANING**

Duly adopted at a meeting of the Board of Trustees of Arbor Green Condominium Association, Inc. held this 20 day of April, 2015.

| <u>Officer/Director</u> PRINT NAME | Vote: | | | | SIGNATURE |
|---------------------------------------|------------|-----------|----------------|---------------|--------------------------|
| | <u>YES</u> | <u>NO</u> | <u>ABSTAIN</u> | <u>ABSENT</u> | |
| <u>Pamela Gleason</u> | <u>X</u> | ___ | ___ | ___ | <u>Pamela Gleason</u> |
| <u>Brian Tudor Leeds</u> | <u>X</u> | ___ | ___ | ___ | <u>Brian Tudor Leeds</u> |
| <u>Jeanne Ritts</u> | <u>X</u> | ___ | ___ | ___ | <u>Jeanne Ritts</u> |
| <u>Mary Anne Bennett</u> | ___ | <u>X</u> | ___ | ___ | <u>MA Bennett</u> |
| <u>Jacqueline Cobb</u> | <u>X</u> | ___ | ___ | ___ | <u>Jacqueline Cobb</u> |
| _____ | ___ | ___ | ___ | ___ | _____ |
| _____ | ___ | ___ | ___ | ___ | _____ |

Attest:

Mary Anne Bennett
Mary Anne Bennett, Secretary

Dated: April 20, 2015

Pamela Gleason
Pamela Gleason, President

Dated: April 20, 2015

File:

Book of Minutes -
Book of Resolutions:

| | Book No. | Page No. |
|----------------|----------|----------|
| Policy | _____ | _____ |
| Administrative | _____ | _____ |
| Special | _____ | _____ |
| General | _____ | _____ |

Resolution Effective: April 20, 2015

STATE OF NEW JERSEY }

COUNTY OF Meriden } SS:

I CERTIFY that on April 20, 2015 Mary Anne Bennett personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Secretary of Arbor Green Condominium Association, Inc. a not for profit corporation of the State of New Jersey, named in this document;
- (b) this person signed this Resolution Regarding Dryer Vent Cleaning as attesting witness for the proper corporation officer who is Pamela Gleason, the President of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act and deed by virtue of authority from its Board of Trustees;
- (d) this person signed this acknowledgment to attest to the truth of these facts; and
- (e) this Resolution was duly introduced and was thereafter adopted at a regular scheduled meeting of the Board of Trustees, at which a quorum was present, by a majority vote of the members of the Board of Trustees eligible to vote on this matter.

Mary Anne Bennett
Mary Anne Bennett, Secretary

[NOTARIZE]
Signed and sworn to before me this on

30th of April, 2015
Ronald W. Roth
Notary Public

My Commission expires
Nov 6, 2018

RECORD AND RETURN TO:
Attn: Daniel Barros, Esq.
Cutolo Mandel LLC
151 Highway 33 East, Suite 204
Manalapan, New Jersey 07726

BURLINGTON COUNTY
CLERK

2015 AUG 11 PM 2:18

RECEIVED
ARBOR GREEN CONDOMINIUM ASSOCIATION, INC.
RESOLUTION REGARDING DRYER VENT CLEANING

Prepared by:

JASON N. SENA

COPY

WHEREAS, Arbor Green Condominium Association, Inc. (the "Association") was established and exists as a non-profit corporation and by virtue of a certain Master Deed, recorded on March 9, 1973, in the Office of the Clerk of Burlington County in Deed Book 1835, Page 159, et seq., as may be amended (the "Master Deed"); and

WHEREAS, at the Association's April 20, 2015 Board meeting, a quorum of the Association's Board of Trustees (the "Board") was present and the Board passed the Resolution Regarding Dryer Vent Cleaning, which is attached hereto as Exhibit A; and

WHEREAS, the Board has determined that it is in the Association's best interests to have this Resolution recorded in the Burlington County Clerk's Office; and

NOW THEREFORE, the Association hereby submits the Insurance Deductible Resolution for recordation in the Office of the Clerk of Burlington County.

ARBOR GREEN CONDOMINIUM
ASSOCIATION, INC.

STATE OF NEW JERSEY }

COUNTY OF Burlington

} SS.: By: Mary Anne Bennett, Secretary

Mary Anne Bennett

, Secretary

I CERTIFY that on 8/3, 2015 Mary Anne Bennett personally came before me and this person acknowledged under oath, to my satisfaction, that this person is the Secretary of Arbor Green Condominium Association, Inc. named in this document; this document was signed and delivered by the corporation as its voluntary act and deed by virtue of authority from its Board of Trustees; this person signed this acknowledgment to attest to the truth of these facts; and this Resolution was duly introduced and was thereafter adopted at a regular scheduled meeting of the Board of Trustees, at which a quorum was present, by a majority vote of the members of the Board of Trustees eligible to vote on this matter.

Mary Anne Bennett
Mary Anne Bennett, Secretary

Signed and sworn to before me this on

Aug 3, 2015.

Janice M. Palko, Notary Public

My Commission expires
Nov. 6, 2018

RECORDING INFORMATION SHEET

49 RANCOCAS RD,
MT. HOLLY, NJ 08060

| | |
|--|---|
| INSTRUMENT NUMBER: 5160596 | DOCUMENT TYPE: RESOLUTION |
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| Document Charge Type | RESOLUTION |
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| Return Address (for recorded documents) CUTOLO MANDEL, LLC 151 HIGHWAY 33 EAST STE 204 MANALAPAN NJ 07726 | COPY |
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TIMOTHY D. TYLER
 BURLINGTON COUNTY

 RECEIPT NUMBER
 8268958
 RECORDED ON
 August 20, 2015 10:38 AM

 INSTRUMENT NUMBER
 5160596

BOOK: OR13185
PAGE: 8967

| | |
|---|-----------------------------|
| No. Of Pages <i>(Excluding Recording Information and/or Summary Sheet)</i> | 13 |
| Consideration Amount | \$0.00 |
| Recording Fee | \$160.00 |
| Realty Transfer Fee | \$0.00 |
| Total Amount Paid | \$160.00 |
| Municipality | UNKNOWN |
| Parcel Information | Block: N/A Lot: N/A |
| First Party Name | ARBOR GREEN CONDO ASSOC INC |
| Second Party Name | ARBOR GREEN CONDO ASSOC INC |

Additional Information (Official Use Only)



5160596

Ctrl Id: 5340649 Recording Clerk: dcoco

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BURLINGTON COUNTY
CLERK

2015 AUG 11 PM 2:18

Prepared by:

Jason N. Sena
JASON N. SENA

COPY

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**ARBOR GREEN CONDOMINIUM ASSOCIATION, INC.
RESOLUTION ESTABLISHING FISCAL YEAR**

WHEREAS, Arbor Green Condominium Association, Inc. (the "Association") was established and exists as a non-profit corporation and by virtue of a certain Master Deed, recorded on March 9, 1973, in the Office of the Clerk of Burlington County in Deed Book 1835, Page 159, et seq., as may be amended (the "Master Deed"); and

WHEREAS, at the Association's April 20, 2015 Board meeting, a quorum of the Association's Board of Trustees (the "Board") was present and the Board passed the resolution clarifying the Association's fiscal year, which is attached hereto as Exhibit A; and

WHEREAS, the Board has determined that it is in the Association's best interests to have this Resolution recorded in the Burlington County Clerk's Office; and

NOW THEREFORE, the Association hereby submits the Resolution Regarding Rental of Units, which is attached hereto and incorporated herein as Exhibit A, for recordation in the Office of the Clerk of Burlington County.

**ARBOR GREEN CONDOMINIUM
ASSOCIATION, INC.**

STATE OF NEW JERSEY }

COUNTY OF Burlington

SS.: Mary Anne Bennett
By: Mary Anne Bennett, Secretary

I CERTIFY that on 8/13, 2015 Mary Anne Bennett personally came before me and this person acknowledged under oath, to my satisfaction, that this person is the Secretary of Arbor Green Condominium Association, Inc. named in this document; this document was signed and delivered by the corporation as its voluntary act and deed by virtue of authority from its Board of Trustees; this person signed this acknowledgment to attest to the truth of these facts; and this Resolution was duly introduced and was thereafter adopted at a regular scheduled meeting of the Board of Trustees, at which a quorum was present, by a majority vote of the members of the Board of Trustees eligible to vote on this matter.

Mary Anne Bennett
Mary Anne Bennett, Secretary

Signed and sworn to before me this on

Aug 3, 2015
Jeanne M. Roth, Notary Public
My Commission expires
Nov. 6, 2018

EXHIBIT A
(Resolution Establishing Fiscal Year)

**ARBOR GREEN CONDOMINIUM ASSOCIATION, INC.
RESOLUTION ESTABLISHING FISCAL YEAR**

WHEREAS, Section 11(B) of the Master Deed provides that “[t]he Grantor and every Unit Owner by the acceptance of the Unit Deed, and their heirs, successors and assigns, covenant that they will faithfully observe all of the terms, covenants and conditions wherever imposed in the Condominium Documents[;]” and

WHEREAS, Section 7(A) of the Master Deed provides in part that “the Association is hereby vested with the rights, powers, privileges and duties necessary or incidental to the proper administration of the Condominium as set forth in the Condominium Documents and the Condominium Act[;]” and

WHEREAS, Section 7(A)(viii) of the Master Deed provides in part that “[t]he Association shall . . . be empowered and is hereby empowered and shall be obliged . . . to adopt rules and regulations as may be necessary for the management, control and orderly use of the Common Elements, and in general it shall manage the Condominium Property as provided herein and in the By-Laws[;]” and

WHEREAS, Article VIII of the By-Laws provides that “[t]he fiscal year of the Association shall begin on the first day of January in each year[;]” and

WHEREAS, the Board of Trustees has found it necessary to establish the precise date that the Association’s fiscal year begins and ends.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Trustees hereby adopts the following rules and regulations:

1. The Association’s fiscal year shall begin on January 1 and end on December 31 of each calendar year.
2. Should any provision hereof be determined to be invalid, the remaining provision hereof shall remain in full force and effect.
3. Any provision contained within any previously adopted resolution of the Association, which conflicts with any provisions set forth herein, shall be deemed void and the provision contained herein shall govern.
4. Enforcement of this Resolution shall be in accordance with the procedures established with regard to due process.

**ARBOR GREEN CONDOMINIUM ASSOCIATION, INC.
RESOLUTION ESTABLISHING FISCAL YEAR**

Duly adopted at a meeting of the Board of Trustees of Arbor Green Condominium Association, Inc. held this 20 day of April, 2015.

| <u>Officer/Director</u> PRINT NAME | Vote: | | | | SIGNATURE |
|---------------------------------------|------------|-----------|----------------|---------------|--------------------------|
| | <u>YES</u> | <u>NO</u> | <u>ABSTAIN</u> | <u>ABSENT</u> | |
| <u>Pamela Gleason</u> | <u>X</u> | ___ | ___ | ___ | <u>Pamela Gleason</u> |
| <u>Brian Tudor Leeds</u> | <u>X</u> | ___ | ___ | ___ | <u>Brian Tudor Leeds</u> |
| <u>Jeanne Rutts</u> | <u>X</u> | ___ | ___ | ___ | <u>Jeanne Rutts</u> |
| <u>Mary Anne Bennett</u> | <u>X</u> | ___ | ___ | ___ | <u>Mary Anne Bennett</u> |
| <u>Jacqueline Cobb</u> | <u>X</u> | ___ | ___ | ___ | <u>Jacqueline Cobb</u> |
| _____ | ___ | ___ | ___ | ___ | _____ |
| _____ | ___ | ___ | ___ | ___ | _____ |

Attest:

Mary Anne Bennett
Mary Anne Bennett, Secretary

Dated: April 20, 2015

Pamela Gleason
Pamela Gleason, President

Dated: April 20, 2015

File:

Book of Minutes -
Book of Resolutions:

| | Book No. | Page No. |
|----------------|----------|----------|
| Policy | _____ | _____ |
| Administrative | _____ | _____ |
| Special | _____ | _____ |
| General | _____ | _____ |

Resolution Effective: April 20, 2015

RECORDING INFORMATION SHEET

49 RANCOCAS RD,
MT. HOLLY, NJ 08060

INSTRUMENT NUMBER:

5160594

DOCUMENT TYPE:

RESOLUTION

Official Use Only

Document Charge Type RESOLUTION

COPY

Return Address (for recorded documents)

CUTOLO MANDEL, LLC
151 HIGHWAY 33 EAST STE 204
MANALAPAN NJ 07726

TIMOTHY D. TYLER
BURLINGTON COUNTY

RECEIPT NUMBER
8268958

RECORDED ON
August 20, 2015 10:38 AM

INSTRUMENT NUMBER
5160594

BOOK: OR13185
PAGE: 8951

No. Of Pages (Excluding Recording Information and/or Summary Sheet) 7

Consideration Amount \$0.00

Recording Fee \$100.00

Realty Transfer Fee \$0.00

Total Amount Paid \$100.00

Municipality UNKNOWN

Parcel Information Block: N/A
Lot: N/A

First Party Name ARBOR GREEN CONDO ASSOC INC

Second Party Name ARBOR GREEN CONDO ASSOC INC

Additional Information (Official Use Only)



5160594

Ctrl Id: 5340641 Recording Clerk: dcoco

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BURLINGTON COUNTY
CLERK

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Prepared by:

Jason N. SENA
JASON N. SENA

COPY

**ARBOR GREEN CONDOMINIUM ASSOCIATION, INC.
INSURANCE DEDUCTIBLE RESOLUTION**

WHEREAS, Arbor Green Condominium Association, Inc. (the "Association") was established and exists as a non-profit corporation and by virtue of a certain Master Deed, recorded on March 9, 1973, in the Office of the Clerk of Burlington County in Deed Book 1835, Page 159, et seq., as may be amended (the "Master Deed"); and

WHEREAS, at the Association's April 20, 2015 Board meeting, a quorum of the Association's Board of Trustees (the "Board") was present and the Board passed the Insurance Deductible Resolution, which is attached hereto as Exhibit A; and

WHEREAS, the Board has determined that it is in the Association's best interests to have this Resolution recorded in the Burlington County Clerk's Office; and

NOW THEREFORE, the Association hereby submits the Insurance Deductible Resolution for recordation in the Office of the Clerk of Burlington County.

**ARBOR GREEN CONDOMINIUM
ASSOCIATION, INC.**

STATE OF NEW JERSEY }

} SS.:

M.A. Bennett
By: Mary Anne Bennett, Secretary

COUNTY OF Burlington

I CERTIFY that on 8/13, 2015 Mary Anne Bennett personally came before me and this person acknowledged under oath, to my satisfaction, that this person is the Secretary of Arbor Green Condominium Association, Inc. named in this document; this document was signed and delivered by the corporation as its voluntary act and deed by virtue of authority from its Board of Trustees; this person signed this acknowledgment to attest to the truth of these facts; and this Resolution was duly introduced and was thereafter adopted at a regular scheduled meeting of the Board of Trustees, at which a quorum was present, by a majority vote of the members of the Board of Trustees eligible to vote on this matter.

Mary Anne Bennett
Mary Anne Bennett, Secretary

Signed and sworn to before me this on

Aug 3, 2015.

James M. Pitt, Notary Public

My Commission expires
Nov 6, 2018

EXHIBIT A
(Insurance Deductible Resolution)

**ARBOR GREEN CONDOMINIUM ASSOCIATION, INC.
INSURANCE DEDUCTIBLE RESOLUTION**

WHEREAS, Arbor Green Condominium Association, Inc. (the "Association") was established and exists as a non-profit corporation and by virtue of a certain Master Deed, recorded on March 9, 1973, in the Office of the Clerk of Burlington County in Deed Book 1835, Page 159, et seq., as may be amended (the "Master Deed"); and

WHEREAS, Section 7(A) of the Master Deed provides in part that "the Association is hereby vested with the rights, powers, privileges and duties necessary or incidental to the proper administration of the Condominium as set forth in the Condominium Documents and the Condominium Act[;]" and

WHEREAS, Section 7(A)(viii) of the Master Deed provides in part that "[t]he Association shall . . . be empowered and is hereby empowered and shall be obliged . . . to adopt rules and regulations as may be necessary for the management, control and orderly use of the Common Elements, and in general it shall manage the Condominium Property as provided herein and in the By-Laws[;]" and

WHEREAS, Article IV, Section 10(L) of the By-Laws provides that the Board of Trustees shall "make and enforce compliance with such reasonable Rules and Regulations relative to the operation, use and occupancy of the Units, the Common Elements and other Condominium Property (including the assignment to each Unit of the exclusive right to the use of certain parking spaces on a uniform reasonable and equitable basis), and to amend the same from time to time as the Board shall deem necessary or appropriate, which Rules and Regulations when approved by appropriate resolutions shall be binding on the Unit Owners, and the tenants and occupants of Units. A copy of such Rules and Regulations and copies of any amendments thereof shall be delivered or mailed to each Unit Owner of a Unit promptly upon the adoption thereof. The Rule and Regulations shall be subject to change by a majority of Unit Owners[;]" and

WHEREAS, Section 11(B) of the Master Deed provides that "[t]he Grantor and every Unit Owner by the acceptance of the Unit Deed, and their heirs, successors and assigns, covenant that they will faithfully observe all of the terms, covenants and conditions wherever imposed in the Condominium Documents[;]" and

WHEREAS, Article I, Section 2 of the By-Laws provides that "[a]ll present and future Unit Owners, tenants, future tenants, their licensees, invitees, servants, agents, employees and any other person or persons that shall be permitted to use the Condominium Property of the Condominium, shall be subject to these By-Laws and to the Rules and Regulations issued by the Association to govern the conduct of its Members. Acquisition, rental or occupancy of any of the Units in the Condominium shall be conclusively deemed to mean that the Unit Owner, tenant or occupant has accepted and ratified these By-Laws and the Rules and Regulations of the Association and will comply with them[;]" and

WHEREAS, Section 14(A) of the Master Deed requires the Association to “obtain and maintain, to the extent available, insurance on the Buildings and all other insurance improvements upon the land, including but not limited to, all of the Units...,” and

WHEREAS, Section 14(E) of the Master Deed provides that “[p]remiums upon insurance policies purchased by the Association shall be paid by it and charged as a Common Expense[;]” and

WHEREAS, Section 14(D) of the Master Deed permits Unit Owners to obtain their own insurance coverage as to personal property, personal liability and as to physical damage upon his Unit; and

WHEREAS, the Master Deed and By-Laws are silent as to allocation of responsibility for payment of deductibles on insurance policies maintained by the Association; and

WHEREAS, the Board has reviewed how claims on insurance policies can be treated equitably and has determined to issue a written policy concerning such claims.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Trustees hereby adopts the following rules and regulations:

1. If damage is sustained to a portion of the Common Elements and/or any Unit, as defined in the Master Deed, and said damage is proximately caused by the Association’s failure to adequately maintain, replace, and/or repair the Common Elements, the Association shall be responsible for payment of any deductible charged by its insurance carrier on a claim submitted in connection with said damage.

2. If damage is sustained to a portion of the Common Elements and/or any Unit, as defined in the Master Deed, and said damage is caused by a unit owner’s failure to properly maintain an item that the unit owner is responsible to maintain, replace and/or repair under the Master Deed or By-Laws, and said damage is covered by the Association’s insurance policy, the unit owner who caused the damage shall be responsible for the payment of any deductible charged by the Association’s insurance carrier on a claim submitted in connection with said damage.

3. If damage is sustained to a portion of the Common Elements and/or any Unit, as defined in the Master Deed, and said damage is caused by an item for which a unit owner is responsible to maintain, replace and/or repair under the Master Deed and By-Laws, and said damage is not covered by the Association’s insurance policy, the unit owner who caused the damage shall be assessed for all fees and costs incurred by the Association in remediating said damage, which shall be collectable in the same manner as a common expense assessments.

4. Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.

5. Any provision contained within any previously adopted resolution by the Association which conflicts with any provisions set forth herein, shall be deemed void and the provision contained herein shall govern.

**ARBOR GREEN CONDOMINIUM ASSOCIATION, INC.
INSURANCE DEDUCTIBLE RESOLUTION**

Duly adopted at a meeting of the Board of Trustees of Arbor Green Condominium Association, Inc. held this 20 day of April, 2015.

| <u>Officer/Director</u> PRINT NAME | Vote: | | | | SIGNATURE |
|---------------------------------------|------------|-----------|----------------|---------------|--------------------------|
| | <u>YES</u> | <u>NO</u> | <u>ABSTAIN</u> | <u>ABSENT</u> | |
| <u>Pamela Gleason</u> | <u>X</u> | ___ | ___ | ___ | <u>Pamela Gleason</u> |
| <u>Brian Tudor Leeds</u> | <u>X</u> | ___ | ___ | ___ | <u>Brian Tudor Leeds</u> |
| <u>Jeanne Pitts</u> | <u>X</u> | ___ | ___ | ___ | <u>Jeanne M. Pitts</u> |
| <u>Mary Anne Bennett</u> | <u>X</u> | ___ | ___ | ___ | <u>MA Bennett</u> |
| <u>Jacqueline Cobb</u> | <u>X</u> | ___ | ___ | ___ | <u>Jacqueline Cobb</u> |
| _____ | ___ | ___ | ___ | ___ | _____ |
| _____ | ___ | ___ | ___ | ___ | _____ |

Attest:

Mary Anne Bennett
Mary Anne Bennett, Secretary

Dated: April 20, 2015

Pamela Gleason
Pamela Gleason, President

Dated: April 20, 2015

File:

Book of Minutes -
Book of Resolutions:

| | Book No. | Page No. |
|----------------|----------|----------|
| Policy | _____ | _____ |
| Administrative | _____ | _____ |
| Special | _____ | _____ |
| General | _____ | _____ |

Resolution Effective: April 20, 2015

STATE OF NEW JERSEY }
COUNTY OF Burlington } SS.:

I CERTIFY that on April 20, 2015 Mary Anne Bennett personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Secretary of Arbor Green Condominium Association, Inc. a not for profit corporation of the State of New Jersey, named in this document;

(b) this person signed this Insurance Deductible Resolution as attesting witness for the proper corporation officer who is Gamela Gleason, the President of the corporation;

(c) this document was signed and delivered by the corporation as its voluntary act and deed by virtue of authority from its Board of Trustees;

(d) this person signed this acknowledgment to attest to the truth of these facts; and

(e) this Resolution was duly introduced and was thereafter adopted at a regular scheduled meeting of the Board of Trustees, at which a quorum was present, by a majority vote of the members of the Board of Trustees eligible to vote on this matter.

Mary Anne Bennett
Mary Anne Bennett, Secretary

[NOTARIZE]

Signed and sworn to before me this on

30th of April, 2015.

Joseph M. [Signature]
Notary Public

My Commission Expires
Nov. 6, 2018

RECORD AND RETURN TO:

Attn: Daniel Barros, Esq.
Cutolo Mandel LLC
151 Highway 33 East, Suite 204
Manalapan, New Jersey 07726

RECORDING INFORMATION SHEET

49 RANCOCAS RD,
MT. HOLLY, NJ 08060

INSTRUMENT NUMBER:
5160597

DOCUMENT TYPE:
RESOLUTION

Official Use Only

Document Charge Type RESOLUTION

Return Address (for recorded documents)
CUTOLO MANDEL, LLC
151 HIGHWAY 33 EAST STE 204
MANALAPAN NJ 07726

COPY

TIMOTHY D. TYLER
BURLINGTON COUNTY

RECEIPT NUMBER
8268958
RECORDED ON
August 20, 2015 10:38 AM

INSTRUMENT NUMBER
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BOOK: OR13185
PAGE: 8981

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|--|-----------------------------|
| No. Of Pages (Excluding Recording Information and/or Summary Sheet) | 5 |
| Consideration Amount | \$0.00 |
| Recording Fee | \$80.00 |
| Realty Transfer Fee | \$0.00 |
| Total Amount Paid | \$80.00 |
| Municipality | UNKNOWN |
| Parcel Information | Block: N/A Lot: N/A |
| First Party Name | ARBOR GREEN CONDO ASSOC INC |
| Second Party Name | ARBOR GREEN CONDO ASSOC INC |

Additional Information (Official Use Only)



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CLERK

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Prepared by:

MARY K. ORSINI

**ARBOR GREEN CONDOMINIUM ASSOCIATION, INC. ("Association")
RESOLUTION REGARDING PARKING AND TOWING**

COPY

WHEREAS, the Association was established and exists as a non-profit corporation by virtue of a certain Master Deed recorded on March 9, 1973 in the Office of the Burlington County Clerk in Deed Book 1835, Page 159, et seq., as may be amended; and

WHEREAS, at the Association's March 16, 2015 Board meeting, a quorum of the Association's Board of Trustees was present and the Board passed the Policy Resolution Regarding Parking and Towing, which is attached hereto as Exhibit A; and

WHEREAS, the Board has determined that it is in the Association's best interests to approve the Resolution Regarding Parking and Towing and to have such Resolution recorded in the Burlington County Clerk's Office; and

NOW THEREFORE, the Association hereby submits the Resolution Regarding Parking and Towing for recordation in the Office of the Clerk of Burlington County.

**ARBOR GREEN CONDOMINIUM
ASSOCIATION, INC.**

Mary Anne Bennett
Mary Anne Bennett, Secretary

STATE OF NEW JERSEY }

COUNTY OF Burlington } SS.:

I CERTIFY that on May 14, 2015 Mary Anne Bennett personally came before me and this person acknowledged under oath, to my satisfaction, that this person is the Secretary of Arbor Green Condominium Association, Inc. named in this document; this document was signed and delivered by the corporation as its voluntary act and deed by virtue of authority from its Board of Trustees; this person signed this acknowledgment to attest to the truth of these facts; and this Resolution was duly introduced and was thereafter adopted at a regular scheduled meeting of the Board of Trustees, at which a quorum was present, by a majority vote of the members of the Board of Trustees eligible to vote on this matter.

Mary Anne Bennett
Mary Anne Bennett, Secretary

Signed and sworn to before me this on

May 14, 2015.

Jeanne M. Bitts, Notary Public

My Commission Expires
Nov. 6, 2018

EXHIBIT A
(Attached Resolution Regarding Parking and Towing)

ARBOR GREEN CONDOMINIUM ASSOCIATION, INC. (the "Association")
REGARDING PARKING AND TOWING

BURLINGTON COUNTY
CLERK

WHEREAS, the Association was established and exists as a non-profit corporation and by virtue of a certain Master Deed, recorded on March 9, 1973, in the Office of the Clerk of Burlington County in Deed Book 1835, Page 159, et seq., as may be amended (the "Master Deed"); and

2015 APR 14 A 11: 08
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WHEREAS, Section 11(B) of the Master Deed provides that "[t]he Grantor and every Unit Owner by the acceptance of the Unit Deed, and their heirs, successors and assigns, covenant that they will faithfully observe all of the terms, covenants and conditions wherever imposed in the Condominium Documents[;]" and

WHEREAS, Section 6(N) of the Master Deed provides in part that "[e]very Unit Owner shall comply with the covenants, conditions and restrictions set forth in the Master Deed and with the By-Laws, rules, regulations, resolutions and decisions adopted pursuant thereto in relation to the use and operation of the Condominium, the Units, the Common Elements and the other Condominium Property[;]" and

WHEREAS, Article I, Section 2 of the By-Laws provides that "[a]ll present and future Unit Owners, tenants, future tenants, their licensees, invitees, servants, agents, employees and any other person or persons that shall be permitted to use the Condominium Property of the Condominium, shall be subject to these By-Laws and to the Rules and Regulations issued by the Association to govern the conduct of its Members. Acquisition, rental or occupancy of any of the Units in the Condominium shall be conclusively deemed to mean that the Unit Owner, tenant or occupant has accepted and ratified these By-Laws and the Rules and Regulations of the Association and will comply with them[;]" and

WHEREAS, Section 9(L) of the Master Deed provides that "[n]otwithstanding any foreclosure, tax sale, or other forced sale of a Unit, all applicable provisions of the Condominium Documents and rules and resolutions of the Association, shall be binding upon any purchaser at such sale to the same extent as they would bind a voluntary grantee ... [;]" and

WHEREAS, Section 7(A) of the Master Deed provides in part that "the Association is hereby vested with the rights, powers, privileges and duties necessary or incidental to the proper administration of the Condominium as set forth in the Condominium Documents and the Condominium Act[;]" and

WHEREAS, Article IV, Section 10 of the By-Laws provides in part that "[t]he Board of Trustees shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the administration and management of the Condominium and Condominium Property, and may do or cause to be done all such other lawful acts and things as are not by law, by these By-Laws or otherwise, directed or required to be done or exercised by the Unit Owners, or by the others. In the performance of its duties as the administering body of the Association and the Condominium, the Board of Trustees shall have powers and duties set forth in the Condominium Documents[;]" and

WHEREAS, Section 7(A)(viii) of the Master Deed provides in part that “[t]he Association shall . . . be empowered and is hereby empowered and shall be obliged . . . to adopt rules and regulations as may be necessary for the management, control and orderly use of the Common Elements, and in general it shall manage the Condominium Property as provided herein and in the By-Laws[;]” and

WHEREAS, Section 6(B)(v) of the Master Deed provides in part that “[t]he Common Elements consist of all parts of the Condominium Property other than the Units, and include without limitation . . . all parking areas[;]” and

WHEREAS, Article IV, Section 10(L) of the By-Laws provides that the Board of Trustees shall “make and enforce compliance with such reasonable Rules and Regulations relative to the operation, use and occupancy of the Units, the Common Elements and other Condominium Property (including the assignment to each Unit of the exclusive right to the use of certain parking spaces on a uniform reasonable and equitable basis), and to amend the same from time to time as the Board shall deem necessary or appropriate, which Rules and Regulations when approved by appropriate resolutions shall be binding on the Unit Owners, and the tenants and occupants of Units. A copy of such Rules and Regulations and copies of any amendments thereof shall be delivered or mailed to each Unit Owner of a Unit promptly upon the adoption thereof. The Rule and Regulations shall be subject to change by a majority of Unit Owners[;]” and

WHEREAS, Section 7(A)(i) of the Master Deed provides that “[t]he Association shall . . . be empowered and is hereby empowered and shall be obliged . . . to fix charges, assessments, fees and rents[; and] to hold all of the foregoing and funds or other assets of the Condominium and administer them as trustee for the benefit of all the Unit Owners[;]” and

WHEREAS, Section 9(A) of the Master Deed provides that “[t]he Unit Owners shall share, be liable and charged for and be bound to contribute to, Common Expenses in the same proportion as their respective Common Interests in the Common Elements. The Unit Owners shall share, and be entitled to, Common Receipts and Common Surplus in the same proportion as their respective Common Interests in the Common Elements[;]” and

WHEREAS, Article IV, Section 10(H) of the By-Laws provides that the Board of Trustees shall “collect delinquent levies or assessments made by the Association through the Board of Trustees against any Units and the respective Unit Owners thereof, together with such costs and expenses incurred in connection therewith, including but not limited to filing fees, court costs and attorneys’ fees, whether by suit or otherwise, to abate nuisances and enforce observance of the Rules and Regulations relating to the Condominium, by injunction or such other legal action or means as the Board of Trustees may deem necessary or appropriate[;]” and

WHEREAS, Section 9(B) of the Master Deed provides in part that “[a]ssessments against the Unit Owners shall be made by the Association and the amount of Common Expenses charged to each Unit shall be a lien against such Unit, subject to the provisions of Section 21 of the Condominium Act. Such lien shall exist in favor of the Association and there shall be included therein interest as hereinafter provided and reasonable attorneys’ fees for enforcing payment thereof. A Unit Owner shall, by acceptance of title, be conclusively presumed to have agreed to pay his proportionate share of Common Expenses assessed while he is the Owner of a Unit... No Unit Owner may exempt himself from liability for his share of Common Elements by waiver of the enjoyment of the right to use any of the Common Elements or by abandonment of his Unit or otherwise[;]” and

WHEREAS, Section 9(C) of the Master Deed provides in part that “[a]nnual assessments shall be due and payable in twelve equal monthly installments on the first day of each month in each year[;]” and

WHEREAS, Section 9(H) of the Master Deed provides that “[u]pon any voluntary conveyance of a Unit, the grantor and grantee of such Unit shall be jointly and severally liable for all unpaid assessments pertaining to such Unit duly made by the Association or accrued up to the date of such conveyance without prejudice to the right of the grantee to recover from the grantor any amounts paid by the grantee, but the grantee shall be exclusively liable for those accruing while he is the Unit Owner[;]” and

NOW, THEREFORE, BE IT RESOLVED that the following Rules and Regulations governing parking and the towing of vehicles in violation thereof, are hereby adopted by the Board in accordance with the Master Deed and By-Laws:

1. Unit Owners, tenants and occupants shall be required within thirty (30) days of the approval and notice to all Unit Owners of this Resolution to register with the Association all permitted vehicles owned, leased, or used by the Unit Owners, tenants and occupants that are brought onto Association property using the form attached hereto as Exhibit A. Such registration must be delivered to the managing agent via certified mail/return receipt requested or e-mail, and said registration must contain the following information: (i) name of Unit Owner and/or tenant and/or Unit occupant, who either owns, leases, or uses any permitted vehicle; (ii) make, model, color, license plate, registration expiration date, and owner of record for the vehicle and (iii) an emergency contact for any issues arising with the vehicle. Vehicles shall be defined as any and all motorized transportation that is registered with the state and requires a state license to operate same.
2. Violation of these provisions will result in a fine pursuant to the Association’s fine schedule.
3. Any vehicle improperly parked in the following areas shall be towed in accordance with the provisions of this Resolution: (i) unauthorized parked in a handicapped parking space (in no event shall any vehicles properly identified as handicapped vehicles be towed if parked properly in a handicapped parking space); (ii) parked in any fire zones,

- including but not limited to, all curbs; (iii) parked in roadways; (iv) parked in rights of ways; (v) parked in other areas designated "no parking"; (vi) parked in grassed areas, islands or any unpaved area; (vii) parked in emergency areas; (viii) parked in a driveway or other spot that is designated to another Unit; (ix) parked in front of any mailboxes or dumpster areas; (x) tandem parking.
4. Any vehicles parked in the Association on Common Elements evidencing combustible fluid leaks shall be towed in accordance with the provisions herein.
 5. Any vehicles parked in the Association on Common Elements that are deemed inoperable by the Board and/or the Association's managing agent, and/or unregistered vehicles and/or vehicles with expired registrations, shall be towed in accordance with the provisions herein.
 6. In no event shall a registered vehicle occupy more than one (1) parking space. If a registered vehicle occupies more than one (1) parking space, then the vehicle is in violation of this Resolution and shall be towed in accordance with the provisions herewith.
 7. In no event shall any vehicle maintenance be performed on a vehicle parked on the Association's property. However, any vehicle with a flat tire may have maintenance performed to cure same. In addition, any vehicle may be jump-started by another vehicle, if necessary.
 8. In no event shall the following vehicles or equipment be stored, housed or parked on the condominium property: (i) any vehicle not registered as a resident or visitor; (ii) trailers of any type; (iii) tractor trucks whether commercial or unregistered; (iv) trucks or vans duly registered with commercial plates; (v) mobile homes; (vi) mini-bikes, ATVs or recreation vehicles; (vii) boats of any type; and (viii) abandoned, damaged, disabled or unregistered vehicles of any type.
 9. Pursuant to the Predatory Towing Prevention Act, N.J.S.A. 56:13-7 et seq. ("Towing Act") a company engaged by the Association shall be authorized to tow any prohibited vehicle or any vehicle that is parked improperly or in violation of this Resolution. The Association shall comply with the Towing Act.
 10. Signage shall be posted at all vehicular ingress areas in the Association on Common Elements.
 11. All posted signage shall be no smaller than 36 inches by 36 inches and shall contain the following: (a) the purpose or purposes for which parking is authorized and the times during which such parking is permitted; (b) that unauthorized parking is prohibited and unauthorized motor vehicles will be towed at the owner's expense; (c) the name, address, and telephone number of the towing company that will perform the towing; (d) the charges for the towing and storage of towed motor vehicles; (e) the street address of the

storage facility where the towed vehicles can be redeemed after payment of the posted charges and the times during which the vehicle may be redeemed; and (f) such contact information for the Division of Consumer Affairs as may be required by regulation.

12. Parking is a privilege. If a unit owner(s) is delinquent in the payment of any assessment, fine, late fee or attorneys' fees (collectively, "Association Charges") to the Association for more than sixty (60) days, the unit owner(s), any and all occupants, any and all guests, any and all tenants and/or any and all invitees of the occupants residing in the unit shall have their parking privileges revoked and the unit owner(s), any and all occupants, any and all guests, any and all tenants and/or any and all invitees of the occupants shall not be entitled to park on Association property. The Association shall tow the vehicle of a unit owner(s), any and all occupants, any and all guests, any and all tenants and/or any and all invitees of the occupants, where the unit owner is delinquent in the payment of any Association Charges to the Association for more than sixty (60) days. Notwithstanding the above, the Association may exercise all rights and remedies available to it at law, in equity and/or pursuant to the Governing Documents.
13. All expenses incurred for the towing and/or storage of any vehicle from the Association's property will be the sole responsibility of the owner of the towed vehicle.
14. The Association shall comply with the Towing Act.
15. The towing company shall obtain written authorization from the managing agent or a member of the Board prior to towing any vehicle.
16. Any monies due hereunder shall be collected by the Association in the same manner as assessments.
17. Notwithstanding the above, the Association may exercise all rights and remedies available to it at law, in equity and/or pursuant to the Governing Documents.
18. If any provision herein is determined to be invalid, the remaining provisions shall remain in full force and effect.
19. Any provision contained within any previously adopted resolution of the Association that conflicts with any provisions set forth herein, shall be deemed void and the provision contained herein shall govern.

**ARBOR GREEN CONDOMINIUM ASSOCIATION, INC.
RESOLUTION REGARDING PARKING AND TOWING**

Duly adopted at a meeting of the Board of Trustees of Arbor Green Condominium Association, Inc. held this 16th day of March, 2015.

| Officer/Director PRINT NAME | Vote: | | | ABSENT | SIGNATURE |
|---------------------------------|-------|----|---------|--------|--------------------------|
| | YES | NO | ABSTAIN | | |
| Pres. <u>Pamela Gleason</u> | ✓ | — | — | — | <u>Pamela Gleason</u> |
| VP <u>Brian Tidor Leeds</u> | ✓ | — | — | — | <u>Brian Tidor Leeds</u> |
| Treas. <u>Jeanne W. Pitts</u> | ✓ | — | — | — | <u>Jeanne W. Pitts</u> |
| Sec. <u>Mary Anne Bennett</u> | ✓ | — | — | — | <u>Mary Anne Bennett</u> |
| Trustee <u>Jacqueline Colth</u> | ✓ | — | — | — | <u>Jacqueline Colth</u> |
| _____ | — | — | — | — | _____ |
| _____ | — | — | — | — | _____ |

Attest:

Mary Anne Bennett
Mary Anne Bennett, Secretary

Dated: March 16, 2015

File:

Book of Minutes -
Book of Resolutions:

| | Book No. | Page No. |
|----------------|----------|----------|
| Policy | _____ | _____ |
| Administrative | _____ | _____ |
| Special | _____ | _____ |
| General | _____ | _____ |

Resolution Effective: March 16, 2015

Exhibit A

Arbor Green Condominium Association, Inc.
c/o Associa Mid-Atlantic
14000 Horizon Way, Suite 200
Mount Laurel, New Jersey 08054
Attention: Karen Ogelsby, Community Manager

Re: Arbor Green Condominium Association, Inc./Vehicle Registration

To Whom It May Concern:

The following is my vehicle registration information as required by the Resolution Regarding Parking and Towing, adopted by the Arbor Green Condominium Association, Inc. (the "Association") dated _____.

Vehicle No. 1:

Name: _____
(Owner / Tenant / Occupant) (please circle one)

Address: _____

Vehicle License Plate: _____

Vehicle Manufacturer: _____

Vehicle Make: _____

Vehicle Color: _____

Vehicle No. 2:

Name: _____
(Owner / Tenant / Occupant) (please circle one)

Address: _____

Vehicle License Plate: _____

Vehicle Manufacturer: _____

Vehicle Make: _____

Vehicle Color: _____

RECORDING INFORMATION SHEET

49 RANCOCAS RD,
MT. HOLLY, NJ 08060

INSTRUMENT NUMBER:
5160595

DOCUMENT TYPE:
RESOLUTION

COPY

Official Use Only

Document Charge Type RESOLUTION

Return Address (for recorded documents)
CUTOLO MANDEL, LLC
151 HIGHWAY 33 EAST STE 204
MANALAPAN NJ 07726

TIMOTHY D. TYLER
BURLINGTON COUNTY

RECEIPT NUMBER
8268958
RECORDED ON
August 20, 2015 10:38 AM

INSTRUMENT NUMBER
5160595

BOOK: OR13185
PAGE: 8959

No. Of Pages
(Excluding Recording Information and/or Summary Sheet) **7**

Consideration Amount **\$0.00**

Recording Fee **\$100.00**

Realty Transfer Fee **\$0.00**

Total Amount Paid **\$100.00**

Municipality UNKNOWN

Parcel Information
Block: N/A
Lot: N/A

First Party Name ARBOR GREEN CONDO ASSOC INC

Second Party Name ARBOR GREEN CONDO ASSOC INC

Additional Information (Official Use Only)



5160595

Ctrl Id: 5340645 Recording Clerk: dcoco

***** DO NOT REMOVE THIS PAGE. *****
COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF BURLINGTON COUNTY FILING RECORD
***** RETAIN THIS PAGE FOR FUTURE REFERENCE. *****

BURLINGTON COUNTY
CLERK Prepared by:

JASON N. SENA

ARBOR GREEN CONDOMINIUM ASSOCIATION, INC.
RESOLUTION REGARDING RENTAL OF UNITS

RECEIVED

COPY

WHEREAS, Arbor Green Condominium Association, Inc. (the "Association") was established and exists as a non-profit corporation and by virtue of a certain Master Deed, recorded on March 9, 1973, in the Office of the Clerk of Burlington County in Deed Book 1835, Page 159, et seq., as may be amended (the "Master Deed"); and

WHEREAS, at the Association's April 20, 2015 Board meeting, a quorum of the Association's Board of Trustees (the "Board") was present and the Board passed the Policy Resolution Regarding Rental of Units, which is attached hereto as Exhibit A; and

WHEREAS, the Board has determined that it is in the Association's best interests to have this Resolution recorded in the Burlington County Clerk's Office; and

NOW THEREFORE, the Association hereby submits the Resolution Regarding Rental of Units, which is attached hereto and incorporated herein as Exhibit A, for recordation in the Office of the Clerk of Burlington County.

ARBOR GREEN CONDOMINIUM
ASSOCIATION, INC.

STATE OF NEW JERSEY }
COUNTY OF Burlington } SS.:

Mary Anne Bennett
By: Mary Anne Bennett, Secretary

I CERTIFY that on 8/3, 2015 Mary Anne Bennett personally came before me and this person acknowledged under oath, to my satisfaction, that this person is the Secretary of Arbor Green Condominium Association, Inc. named in this document; this document was signed and delivered by the corporation as its voluntary act and deed by virtue of authority from its Board of Trustees; this person signed this acknowledgment to attest to the truth of these facts; and this Resolution was duly introduced and was thereafter adopted at a regular scheduled meeting of the Board of Trustees, at which a quorum was present, by a majority vote of the members of the Board of Trustees eligible to vote on this matter.

Mary Anne Bennett
Mary Anne Bennett, Secretary

Signed and sworn to before me this on

Aug 3, 2015
Jessie M. Roth, Notary Public

EXHIBIT A
(Resolution Regarding Rental of Units)

**ARBOR GREEN CONDOMINIUM ASSOCIATION, INC.
RESOLUTION REGARDING RENTAL OF UNITS**

WHEREAS, Section 11(B) of the Master Deed provides that “[t]he Grantor and every Unit Owner by the acceptance of the Unit Deed, and their heirs, successors and assigns, covenant that they will faithfully observe all of the terms, covenants and conditions wherever imposed in the Condominium Documents[;]” and

WHEREAS, Section 6(N) of the Master Deed provides in part that “[e]very Unit Owner shall comply with the covenants, conditions and restrictions set forth in the Master Deed and with the By-Laws, rules, regulations, resolutions and decisions adopted pursuant thereto in relation to the use and operation of the Condominium, the Units, the Common Elements and the other Condominium Property[;]” and

WHEREAS, Article I, Section 2 of the By-Laws provides that “[a]ll present and future Unit Owners, tenants, future tenants, their licensees, invitees, servants, agents, employees and any other person or persons that shall be permitted to use the Condominium Property of the Condominium, shall be subject to these By-Laws and to the Rules and Regulations issued by the Association to govern the conduct of its Members. Acquisition, rental or occupancy of any of the Units in the Condominium shall be conclusively deemed to mean that the Unit Owner, tenant or occupant has accepted and ratified these By-Laws and the Rules and Regulations of the Association and will comply with them[;]” and

WHEREAS, Section 7(A) of the Master Deed provides in part that “the Association is hereby vested with the rights, powers, privileges and duties necessary or incidental to the proper administration of the Condominium as set forth in the Condominium Documents and the Condominium Act[;]” and

WHEREAS, Article IV, Section 10 of the By-Laws provides in part that “[t]he Board of Trustees shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the administration and management of the Condominium and Condominium Property, and may do or cause to be done all such other lawful acts and things as are not by law, by these By-Laws or otherwise, directed or required to be done or exercised by the Unit Owners, or by the others. In the performance of its duties as the administering body of the Association and the Condominium, the Board of Trustees shall have powers and duties set forth in the Condominium Documents[;]” and

WHEREAS, Section 7(A)(viii) of the Master Deed provides in part that “[t]he Association shall . . . be empowered and is hereby empowered and shall be obliged . . . to adopt rules and regulations as may be necessary for the management, control and orderly use of the Common Elements, and in general it shall manage the Condominium Property as provided herein and in the By-Laws[;]” and

WHEREAS, Article IV, Section 10(L) of the By-Laws provides that the Board of Trustees shall “make and enforce compliance with such reasonable Rules and Regulations relative to the operation, use and occupancy of the Units, the Common Elements and other

Condominium Property (including the assignment to each Unit of the exclusive right to the use of certain parking spaces on a uniform reasonable and equitable basis), and to amend the same from time to time as the Board shall deem necessary or appropriate, which Rules and Regulations when approved by appropriate resolutions shall be binding on the Unit Owners, and the tenants and occupants of Units. A copy of such Rules and Regulations and copies of any amendments thereof shall be delivered or mailed to each Unit Owner of a Unit promptly upon the adoption thereof. The Rule and Regulations shall be subject to change by a majority of Unit Owners[;]" and

WHEREAS, Section 11(C)(iii) of the Master Deed provides that no Unit Owner may "use, permit, or allow the Unit to be occupied by tenants who have not received approval from the Association, nor will he sell or lease the Unit without first obtaining the consent of the Association...[;]"

WHEREAS, Section 12(D) of the Master Deed provides in part that a Unit Owner intending to lease their Unit "shall give notice to the Association of such intention" and shall furnish "the name and address of the intended tenant" and "a statement of all the terms of the transaction...and such other information as the Association may reasonably require...[;]"and

WHEREAS, the Board of Trustees has found it necessary to establish rules and regulations as it pertains to the rental of units within the Association to ensure the health, safety and welfare of the members; and

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Trustees hereby adopts the following rules and regulations regarding rental of Units within the Association:

1. Any unit owner intending to lease their dwelling unit shall notify the Association of said leasehold forty-five (45) days prior to the commencement of the leasehold and provide the Association with a copy of the signed lease containing the noted provisions required by the Master Deed ten (10) days before the first day of the occupancy. The following Lease Rider attached hereto as **Exhibit A** must be utilized in connection with any lease agreement. The Association reserves the right to reject any proposed lease.

2. Units shall not be leased for a term of less than one (1) calendar year or for transient or hotel purposes. No Unit Owner may lease less than the entire Unit. Each Unit Owner shall be responsible for the actions of their tenants. All tenants must abide by the Association's Master Deed, By-Laws and Rules and Regulations (together, the "Condominium Documents"), as well as the Rules and Regulations attached hereto as **Exhibit B**.

3. All leases must be in writing and contain a provision that the terms of the lease are subject to the Condominium Documents and that failure by the lessee to comply with the terms of the Condominium Documents shall be deemed a default under the lease. Additionally, any breach of the Condominium Documents by a tenant or occupant of a Unit shall be deemed a violation of this Resolution.

4. Ten (10) days before the first day of occupancy by the tenant, the Unit Owners must provide Management the following: a) a copy of the signed Lease Agreement; b) the Unit Owners updated postal address, e-mail address and telephone number; c) vehicle description and license plate number of the tenant(s) taking occupancy; d) written verification signed by the Unit Owner that their tenants has/have received a copy of the Governing Documents; and e) a certificate of occupancy for the Unit issued by the municipality.

5. All tenant(s)' vehicles must be registered with Management in accordance with the Parking and Towing Resolution promulgated by the Board. Any unregistered vehicle parked at the Association may be subject to towing in accordance with the Association's Parking and Towing Resolution.

6. If a Unit Owner/landlord is in arrears of their monthly maintenance fees or any other financial obligation to the Association pursuant to the Master Deed and By-Laws, the Association can require the tenant to make monthly rent payments to the Association. The Association will apply the rent payment to the landlord's outstanding maintenance/assessment balance for said unit. All surplus monies will be sent to the landlord. The Association will issue a receipt to the tenant for such rent payments made to the Association.

7. Upon the written request of a tenant of a unit in which a child or children ten (10) years of age or under reside or will reside or are regularly present for a substantial period of time, the Unit Owner shall:

- (a) Provide, install and maintain child-protection window guards on the windows of the Unit;
- (b) Provide written notice to the Association whenever a tenant of a Unit, in which a child or children 10 years of age or under reside or will reside or are regularly present for a substantial period of time, has requested that child-protection window guards be installed on the windows in the common areas of the common interest community;
- (c) Any child-protection window guard installed pursuant to shall conform to the requirements of the State Uniform Construction Code with respect to means of emergency egress, and a window guard installed on an emergency egress window shall be releasable or removable from the inside without use of a key, tool or excessive force. Window guards installed on all other windows shall be designed, constructed, and installed so that they may not deliberately or through accident, ignorance or inadvertence, be removed, opened, or dislodged without the use of a key or tool.
- (d) Upon installation of a child-protection window guard in a Unit, and annually thereafter, the Unit Owner shall provide the tenant with an orientation concerning the safe use and manipulation of window guards in

accordance with guidelines established by the Commissioner of Community Affairs.

8. In accordance with N.J.S.A. 46:8-46, the Unit Owner shall provide a copy of the New Jersey Truth in Renting pamphlet to all tenants.

9. Notwithstanding any of the above, the Association may exercise all rights and remedies available to it at law, in equity and/or pursuant to the Governing Documents of the Association.

10. If any Unit Owner fails to provide any of the required information and documentation to Management within fifteen (15) days of the occupancy of the Unit, this failure shall constitute a violation of the provisions of this Resolution and the Condominium Documents. If fines are imposed in connection with the Unit Owner's violation of this Resolution, the Association shall have the right to tow any vehicle belonging to a tenant or occupant of that Unit in accordance with the Resolution Regarding Parking and Towing.

11. Should any provision hereof be determined to be invalid, the remaining provision hereof shall remain in full force and effect.

12. Any provision contained within any previously adopted resolution of the Association, which conflicts with any provisions set forth herein, shall be deemed void and the provision contained herein shall govern.

13. Enforcement of this Resolution shall be in accordance with the procedures established with regard to due process.

**ARBOR GREEN CONDOMINIUM ASSOCIATION, INC.
RESOLUTION REGARDING RENTAL OF UNITS**

Duly adopted at a meeting of the Board of Trustees of Arbor Green Condominium Association, Inc. held this 20 day of April, 2015.

| <u>Officer/Director</u> PRINT NAME | Vote: | | | | SIGNATURE |
|---------------------------------------|------------|-----------|----------------|---------------|------------------------|
| | <u>YES</u> | <u>NO</u> | <u>ABSTAIN</u> | <u>ABSENT</u> | |
| <u>Pamela Gleason</u> | <u>X</u> | — | — | — | <u>Pamela Gleason</u> |
| <u>Brian Tudor Leeds</u> | <u>X</u> | — | — | — | <u>Brian Leeds</u> |
| <u>Jeanne Ritts</u> | <u>X</u> | — | — | — | <u>Jeanne Ritts</u> |
| <u>Mary Anne Bennett</u> | <u>X</u> | — | — | — | <u>MA Bennett</u> |
| <u>Jacqueline Cobb</u> | <u>X</u> | — | — | — | <u>Jacqueline Cobb</u> |
| _____ | — | — | — | — | _____ |
| _____ | — | — | — | — | _____ |

Attest:

Mary Anne Bennett
Mary Anne Bennett, Secretary

Dated: April 20, 2015

Pamela Gleason
Pamela Gleason, President

Dated: April 20, 2015

File:

Book of Minutes -
Book of Resolutions:

| | Book No. | Page No. |
|----------------|----------|----------|
| Policy | _____ | _____ |
| Administrative | _____ | _____ |
| Special | _____ | _____ |
| General | _____ | _____ |

Resolution Effective: April 20, 2015

STATE OF NEW JERSEY }
COUNTY OF Burlington } SS.:

I CERTIFY that on 8/3, 2015 Mary Anne Bennett personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Secretary of Arbor Green Condominium Association, Inc. a not for profit corporation of the State of New Jersey, named in this document;

(b) this person signed this Resolution Regarding Rental of Units as attesting witness for the proper corporation officer who is Camela Gleason, the President of the corporation;

(c) this document was signed and delivered by the corporation as its voluntary act and deed by virtue of authority from its Board of Trustees;

(d) this person signed this acknowledgment to attest to the truth of these facts; and

(e) this Resolution was duly introduced and was thereafter adopted at a regular scheduled meeting of the Board of Trustees, at which a quorum was present, by a majority vote of the members of the Board of Trustees eligible to vote on this matter.

Mary Anne Bennett
Mary Anne Bennett, Secretary

[NOTARIZE]

Signed and sworn to before me this on

Aug 3, 2015.

Jessie M. Pitts
Notary Public

My Commission expires
Nov. 6, 2018

RECORD AND RETURN TO:

Attn: Daniel Barros, Esq.

Cutolo Mandel LLC

151 Highway 33 East, Suite 204

Manalapan, New Jersey 07726

EXHIBIT A

LEASE RIDER

BETWEEN

“Landlord(s)”/ “Unit Owner(s)”

and

“Tenant(s)”

The Landlord(s)/Unit Owner(s) and Tenant(s) hereby enter into this Lease Rider this

_____ day of _____, and agree as follows:

1. HO3 OR EQUIVALENT RENTER’S INSURANCE WITH A MINIMUM OF \$300,000 LIABILITY COVERAGE. Tenant’s are required to obtain H03 or equivalent Renter’s Insurance with a minimum of \$300,000 liability coverage prior to moving into the Governor’s Point I Condominium Association, Inc. (the “Association”) and the Landlord is required to provide proof of this coverage to the Association at least five (5) days prior to the Tenant moving onto Association property. Tenants are required to maintain this insurance for the entire length of time they are Tenants and the failure to do so shall constitute a material breach of this Lease and is ground for eviction.
2. LEASE SUBJECT TO ASSOCIATION GOVERNING DOCUMENTS. The provisions of the Association’s governing documents, including the Master Deed, By-Laws and Rules and Regulations of the Association, constitute material provisions of this Lease and are incorporated by reference in this Lease. If any provision of the Lease is not consistent with the Association’s governing documents, the governing documents shall control.
3. VIOLATION OF GOVERNING DOCUMENTS IS GROUNDS FOR EVICTION. Failure to comply with this Lease Rider and the Association governing documents as defined in the preceding paragraph constitutes a material breach of this Lease and is grounds for eviction. In the event that the Tenant violates a provision of the governing documents and, after notice by the Association or the Landlord, continues to violate the governing documents, the Landlord shall have the obligation to commence eviction proceedings against the Tenant. If the Landlord fails to commence eviction proceedings and notify the Association of the commencement of those proceedings within thirty (30) days from the date of notice by the Association, then the Association may commence eviction proceedings in the name of the

Dated this _____ day of _____

WITNESSES:

By: _____
Unit Owner

Unit Owner

WITNESS:

By: _____
Tenant

WITNESS:

By: _____
Tenant

EXHIBIT B

RULES WITH RESPECT TO LEASING / RENTING OF UNITS

Unit owners may lease their units, provided that the lease: (i) is in writing, legibly printed or typed in English; (ii) is made subject to the Association's Master Deed, By-Laws, these Rules and all amendments thereof (the "governing documents"); (iii) contains the Arbor Green Condominium Association Lease Rider (to be obtained from Management); (iv) incorporates language that complies with these rules and the other rules of the Association; and (v) provides the failure of the tenant(s) to fully comply with the terms and conditions of the Association's governing documents is a material default under the lease and grounds for immediate termination of the lease and eviction. A Unit owner who fails to comply with any of the requirements contained herein will be fined in accordance with the Governing Documents. When a unit owner leases their unit (including lease extensions) the Association must be given the proposed lease or lease extension.

Unit owners must require their tenant(s) to obtain renter's ("H03") insurance with a minimum liability coverage of \$300,000 before taking possession of the unit and maintain this coverage for the entire rental period. Unit owners must provide proof of the renter's insurance coverage to the Association **within 10 days after the tenant(s) sign(s) the lease.**

The extension of any existing lease is treated as an entirely new lease for purposes of complying with the leasing Rules.

No lease of a unit may be for: (i) transient / hotel purposes; (ii) a term of less than one (1) year; or (iii) less than the entire unit.

Upon request by the Association, unit owners must have their tenant(s) complete: (i) a Unit Profile Form, including the names, email addresses, home, work and cell phone numbers of all persons residing in the leased unit; (ii) a list of all pets owned by the tenant or occupant that are kept on Association property; and (iii) a Vehicle Registration Form for all cars owned or used by all persons residing in the leased unit that will be parking in the Condominium, along with a photocopy of the drivers licenses of all licensed drivers who will be residing in the leased unit. **Unit owners are responsible to: (i) request these forms from Management since these they may change from time-to-time and the Association may not have any other notice that a unit is being rented; and (ii) to update the information on the forms as often as is necessary for as long as tenants are residing in the unit.**

A lender in possession of a unit following a default in a mortgage, or by virtue of a foreclosure proceeding, or by any deed or other arrangement in lieu of foreclosure, may lease a unit subject to the conditions set herein.

Except as may be otherwise provided in these Rules, the legal resident(s) of a leased unit, not the unit owner, has the right to use the Association recreational and common facilities.

If a unit owner has one or more guests residing in their unit for ten (10) or more days in a month without also residing in such unit during that period of time, then such guests shall be treated as tenants and all of the provisions herein shall then apply.

All persons occupying a leased unit shall be deemed lessees of such unit whether or not each individually signed the lease.

Unit owners must provide their tenants with: (i) a copy of all the Association's governing documents. Unit owners are responsible for the failure of their tenants to follow the Association's governing documents and will be held responsible for all damage to common and limited common property caused by their tenants and guests, and for all fines incurred as a result of their tenant's violations of the Association's governing documents.

Unit Owners must contact the Association in writing no later than thirty (30) days prior to the expiration of any lease and inform them of the status of their unit; for example, will the unit be leased again by the same tenant, leased to another tenant, occupied by the landlord, or sold.

If a tenant fails to comply with any provision of the Association's governing documents, the Association will notify the unit owner (with a copy to the tenant) of the violation and the time period to remedy the violation. If the violation is not remedied, the Association will notify the unit owner (with a copy to the tenant) of the continued violation and the time period to remedy the violation. If no time period is stated in any violation letter then the violation must be remedied within ten (10) days for the date of notice. If the violation is not remedied after the second violation letter then the unit owner, upon receiving of a third violation notification shall immediately institute and diligently prosecute an eviction action against the tenant(s) on account of the violation. Such suit shall be at the unit owner's own expense.

By accepting a Deed to a unit, unit owners hereby automatically and irrevocably name, constitute, appoint, and confirm the Association as his/her attorney-in-fact for purposes of the rules contained herein.