

MASTER DEED  
FOR  
THE ENCLAVE AT EDISON, A CONDOMINIUM

*9/18/88  
Rec 17 542*

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DATED: *October 13, 1988*

*10-13-88*

RECORD AND RETURN TO:

RETURN TO  WEINER, HENDLER & DERMAN, P.A.  
303 George Street  
P.O. Box 1367  
New Brunswick, New Jersey 08903

PREPARED BY:

*Harriet Derman*  
HARRIET DERMAN, ESQ.

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*DB 3737-437*

*Rec 10/17/88*

DESCRIPTION OF A PORTION OF LOT 63, BLOCK 593, TOWNSHIP OF EDISON,  
COUNTY OF MIDDLESEX, STATE OF NEW JERSEY.

Beginning at a point in the Easterly line of the Lehigh Valley Railroad (100' R.O.W.) said point being in the Northerly line of Proposed Talmadge Road (66' R.O.W.) said point being North Thirty degrees Forty-nine minutes Fifty-six seconds West (N 30° 49' 56" W), a distance of One hundred Forty-eight and Ninety-eight hundredths feet (148.98') along the Easterly line of the Lehigh Valley Railroad from the Northwest corner of Lot 57, Block 1242, as shown on a map entitled "Woodbrooke Corners Sect. 6" said map being filed in the Middlesex County Clerks Office as Map #4727, File #971, Filed July 18, 1984 and from said point of beginning running thence:

1. North Thirty degrees Forty-nine minutes Fifty-six seconds West (N 30° 49' 56" W), along said Easterly line of the Railroad, a distance of Five hundred Forty-seven and Ninety-eight hundredths feet (547.98') to a point, said point being in the line of division between Lot 6, Block 594 and Lot 63, Block 593, thence;
2. South Eighty-five degrees Thirty-six minutes Thirty-one seconds East (S 85° 36' 31" E), departing from the Easterly line of the Railroad, a distance of Two hundred One and Twenty-two hundredths feet (201.22') to a point, thence;
3. North One degree Five minutes Fifty-six seconds West (N 01° 05' 56" W), a distance of One thousand Ten and Forty-two hundredths feet (1,010.42') to a point, thence;
4. South Eighty-five degrees Seven minutes Six seconds East (S 85° 07' 06" E), a distance of One thousand One hundred Two and Forty-nine hundredths feet (1,102.49') to a point, said point being in the line of division between Lot 63, Block 593 and Lot 53, Block 593, thence;
5. South Four degrees Fifty-two minutes Fifty-three seconds West (S 04° 52' 53" W), along said line of division, a distance of Eight hundred Twelve and Ninety-seven hundredths feet (812.97') to a point, thence;
6. North Eighty-five degrees Seven minutes Six seconds West (N 85° 07' 06" W), along said line of division, a distance of Three hundred Forty-nine and Sixty-one hundredths feet (349.61') to a point, thence;

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EXHIBITS:

- A Metes and Bounds Description of the Property
- A-1 Metes and Bounds Description of Phase I
- B Map of the Property and Phase I
- C Drawings of Units and Buildings
- D Schedule of Percentage of Interest in Common Elements for  
Entire Project and for Phase I
- E By-laws of The Enclave at Edison Condominium Association,  
Inc.
- F Certificate of Incorporation of The Enclave at Edison  
Condominium Association, Inc.

MASTER DEED

FOR

THE ENCLAVE AT EDISON, A CONDOMINIUM

THIS MASTER DEED, made this 7<sup>th</sup> day of *October*, 1988, by The Enclave at Edison, Inc., a New Jersey corporation, having its principal office at 44 Stelton Road, Piscataway, New Jersey 08854, hereinafter referred to as "Sponsor."

WHEREAS, Sponsor is the owner of the fee simple title to lands and premises located in the Township of Edison, County of Middlesex and State of New Jersey, described in Exhibit "A" attached hereto and made a part hereof, which lands and premises are hereinafter referred to as the "Property"; and

WHEREAS, it is the present intention of Sponsor to construct 86 dwelling Units hereinafter referred to as "Units," together with certain roads, driveways and other improvements, all as more particularly shown on that certain map attached hereto and made a part hereof as Exhibit "B"; and

WHEREAS, it is the intention of the Sponsor to establish the form of ownership of the Property as a condominium, pursuant to the provisions of N.J.S.A. 46:8B-1 et seq. under the name of The Enclave at Edison, a Condominium (hereinafter referred to as the "Condominium,"); and

WHEREAS, the Sponsor has established The Enclave at Edison Condominium Association, Inc., a New Jersey non-profit corporation, for the administration, operation, and management of The Enclave at Edison, A Condominium, and other improvements intended for the common use and enjoyment of the residents of the Property; and

WHEREAS, all owners of Units in the Condominium will automatically be a member of the Association and subject to the Master Deed, the Certificate of Incorporation and By-laws of the Association; and

WHEREAS, Sponsor intends to establish initially at this time the Condominium as a 35 Unit Condominium reserving the right, but not the duty, to add additional sections, Buildings and Units to the Condominium, and to that end causes this Master Deed to be executed and recorded, together with all necessary Exhibits thereto.

THEREFORE, WITNESSETH:

1. ESTABLISHMENT OF CONDOMINIUM - The Sponsor does hereby submit, declare and establish "The Enclave at Edison, A Condominium" in accordance with N.J.S.A. 46:8B-1 et seq. for that parcel of land described in Exhibit A-1 hereto as "Phase I, The Enclave at Edison, A Condominium," together with all improvements thereon, and as more particularly shown on Exhibit "B" aforesaid as Phase I, and those certain architectural drawings shown on Exhibit "C," subject to Sponsor's right to amend as set forth below.

2. DEFINITIONS - For the purpose hereof, the following terms shall have the following meanings unless the context in which same is utilized clearly indicates otherwise:

(a) "Association" shall mean The Enclave at Edison Association, Inc., a New Jersey non-profit corporation, formed to administer, manage and operate the common affairs of the Unit Owners of the Condominium and to maintain, repair and replace the General and Limited Common Elements of the Condominium as provided

in this Master Deed and the By-laws.

(b) "Board" shall mean the board of directors of the Association and any reference herein or in the Certificate of Incorporation, By-laws or Rules and Regulations to any power, duty, right of approval or any other right of the Association shall be deemed to refer to the Board and not the membership of the Association, unless the context expressly indicates to the contrary. In any reference herein or in the Certificate of Incorporation, By-laws, or Rules and Regulations to any power or duty, right of approval or any other right which may be delegated, "Board" shall mean the entity to which such power or duty, right of approval or any other right has been delegated.

(c) "Building" shall mean any Building containing a Unit(s) (and all structural improvements appurtenant thereto) and/or any other enclosed structure constructed or hereafter constructed upon the land described in Exhibit "A" and shown on Exhibits "B" and "C."

(d) "By-laws" shall mean the By-laws of The Enclave at Edison Condominium Association, Inc., attached hereto as Exhibit "E," together with all future amendments or supplements thereto.

(e) "Certificate of Incorporation" shall mean the Certificate of Incorporation of The Enclave at Edison Condominium Association, Inc., a copy of which is attached hereto and made a part hereof as Exhibit "F," together with all future amendments or supplements thereto.

(f) "Common Elements" shall have the same meaning

as "common elements" pursuant to N.J.S.A. 46:8B-3(d), except as same may be modified by the provisions of Paragraphs 5 and 6 hereof, and, shall mean "General Common Elements" and "Limited Common Elements."

(g) "Common Expenses" shall, subject to the provisions of Paragraph 7 hereof, mean all those expenses anticipated by N.J.S.A. 46:8B-3(e), in addition to all expenses, including reserves, incurred or assessed by the Association, or its directors, officers, agents, or employees, in the lawful performance of their respective duties or powers.

(h) "Condominium" shall mean (i) all the lands and premises described in Exhibit "A-1" aforesaid; (ii) all improvements now or hereinafter constructed in, upon, over and through such lands and premises whether or not shown on any exhibit hereto; (iii) all rights, streets, roads, waters, privileges and appurtenances thereto belonging or appertaining; and (iv) all lands and improvements submitted to this Master Deed and by amendment thereto.

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

(j) "Eligible Mortgage Holder" shall mean any holder of a first mortgage encumbering any Unit who has requested notice of certain matters pursuant to the provisions herein and shall also include any insurer or governmental guarantor of a first mortgage who has requested such notice.

(k) "General Common Elements" shall have the same meaning as "Common Elements" pursuant to N.J.S.A. 46:8B-3d, except same may be modified by the provisions of paragraph 6 hereof.

(l) "Institutional Lender" shall mean any bank, mortgage banker, savings and loan association or other financial institution or pension fund, which is the record owner of a first mortgage loan which encumbers any Unit.

(m) "Lease" shall mean any agreement for the leasing or rental of any Unit of the Condominium.

(n) "Limited Common Elements" shall have the same meaning as "Limited Common Elements" pursuant to N.J.S.A. 46:8B-3k, except as same may be modified by the provisions of paragraph 6 hereof.

(o) "Master Deed" shall mean the Master Deed for the Enclave at Edison, A Condominium, together with all future amendments and supplements thereto which are recorded in the office of the Clerk of Middlesex County.

(p) "Member" shall mean all those Unit Owners who are Members of the Association as provided in the Certificate of Incorporation and the By-laws.

(q) "Owner" or "Unit Owner" shall mean and refer to those persons or entities in whom record fee simple title to any Unit is vested as shown in the records of the Middlesex County Clerk, including the Sponsor unless the context expressly indicates otherwise, but notwithstanding any applicable theory of mortgage, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title to any such Unit pursuant



to foreclosure proceedings or any proceeding in lieu of foreclosure, nor shall the term "Unit Owner" refer to any lessee or tenant of a "Unit Owner."

(r) "Permitted Mortgage" shall mean and refer to any mortgage lien encumbering a Unit held by a bank, mortgage banker, trust company, insurance company, savings and loan association, pension fund, governmental agency, or any Eligible Mortgage Holder, or which is a purchase money mortgage held by the seller of a Unit, or any mortgage lien which is expressly subordinate to any existing or future common expense liens imposed against a Unit by the Association.

(s) "Property" shall mean the Buildings, Units and the land and premises described in Exhibits "A" and "E" and all improvements now or hereinafter constructed in, upon, or over or through such lands and premises.

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

(u) "Sponsor" shall refer to The Enclave at Edison, Inc., its successors and assigns, and includes any Successor to the Sponsor contemplated by Paragraph 29 of this Master Deed and may sometimes be referred to as "Developer."

(v) "Unit" shall mean a part of the Condominium designated and intended for independent ownership and use as a residential dwelling and shall not be deemed to mean any part of the General Common Elements situated or Limited Common Elements within or appurtenant to a Unit, as more specifically described in

Paragraph 5 hereof. The word "Unit," when used in this Master Deed, shall be deemed to refer to each Unit of the condominium units herein described and shown as Exhibit "C," whether or not such Unit is constructed at the time of the recording of this Master Deed. Any uncompleted Units, when completed, shall be subject to the provisions hereof.

(w) Unless the context clearly indicates otherwise, all definitions set forth in N.J.S.A. 46:8B-3 are incorporated herein by reference and the definitions set forth above shall be used in conjunction therewith.

3. CONDOMINIUM PROPERTY - As stated in Paragraph 1 herein, the lands and premises owned by Sponsor which are hereby made subject to this Master Deed are those lands described as Phase I, The Enclave at Edison, A Condominium, on Exhibit "A-1" attached hereto, and shown on the Map attached hereto as Phase I in Exhibit "B." Ultimately, and in sectional stages, Sponsor may, but need not, submit all lands described on Exhibit A and shown on Exhibit B to the Condominium regime. Each Unit is designated by a number as shown on Exhibit "B."

4. GENERAL DESCRIPTION OF CONDOMINIUM - The Condominium will initially consist of 6 Buildings containing 35 Units, together with all parking areas and all other site improvements, all as shown on Exhibit "B," and includes all rights, privileges, roads, waters and appurtenances thereto belonging or appertaining. Ultimately, the Condominium may consist of 86 Units, all on the Property shown on Exhibit "B," and will include all rights, privileges, roads, waters and appurtenances thereto

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belonging or appertaining. Each phase will become part of the Condominium regime by virtue of Amendment to this Master Deed as each such section is added by Sponsor. Expansion to a maximum of 86 Units shall take place within five (5) years from the date the first Unit is conveyed to an individual purchaser. All intended improvements in future sections must be substantially completed prior to annexation or a performance bond shall be posted with the municipality insuring completion of said improvements. All future improvements to the Property will be consistent with initial improvements in terms of quality.

5. DESCRIPTION OF UNITS - (a) The dimensions, area and location of the Buildings and all of the aforesaid Units within the Condominium subject to the condominium regime are as shown graphically on Exhibit "B" and Exhibit "C," as same may be amended from time to time as herein provided. Each Unit is intended to contain all space within the area bounded by the interior surface of the exterior perimeter or party walls of each Unit and the floor and the ceiling of each as follows:

BOTTOM: The bottom of each Unit is an imaginary horizontal plane through the lowest point of the exterior surface or each portion of subfloor, if any, within the Unit, or in the case of any steps therein, the lowest point of the exterior unfinished surface of each tread, and extending in every direction to the point where it closes with a side of such Unit or in the

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use of steps, where the tread closes with the exterior unfinished surface of a riser.

TOP: The top of each Unit is an imaginary plane along and coincident with the unfinished and unexposed roof sheathing and extending in every direction to the point where it closes at every side of such Unit.

SIDES: The sides of each Unit are imaginary vertical planes along and coincident with the innermost surface of the budding of the perimeter walls, or where no wall exists, an imaginary vertical plane along and coincident with the exterior surface of the windows or doors located on the perimeter of such Unit, and each side extends upwards and downwards so as to close the area in each said Unit bounded by the bottom and top of the Unit.

(b) Each Unit also includes all built-in appliances, fixtures, doors, windows, interior walls and partitions, gypsum board and/or other facing material on the walls and ceilings thereof, chimneys and flues, fireplace, if any, the inner decorated and/or finished surfaces of the floors (including all masonry tile, ceramic tile, finished flooring, carpeting and siding) and all other improvements located within such Unit described, which are exclusively appurtenant to such Units, although all or part thereof may not be located within the Unit, shall include, but not be limited to, the following individual responsibilities to the extent that same serve each individual Unit and not any other Unit or any portion of the Common Elements:

- (i) So much of the heating system, ventilating, and any air conditioning system (including compressors) as extends from the walls, ceilings, and floors into the interior air space;
- (ii) Hot water heater;
- (iii) So much of the plumbing system as extends from the walls, ceilings, and floors into the interior air space;
- (iv) All electrical wires which extend from the interior surface of ceilings, walls or floors into the interior air space and all fixtures, switches, outlets and circuit breakers;
- (v) All utility meters not owned by the public utility agency supplying the service;
- (vi) All master antenna wiring, if any, which extends from the interior surface of the walls, floors, or ceilings into the Unit;
- (vii) All cable television wiring which extends from the walls, ceilings, and floors into the interior air space;
- (viii) Garages attached to a Unit designated by Sponsor as part of said Unit; and
- (ix) All equipment, appliances, machinery, mechanical or other systems which serve the Unit exclusively whether or not same are located within or without the Unit.

(c) Interior partitions or nonbearing walls within the confines of each Unit may, from time to time, be removed or replaced subject to the prior written approval of the Board. In the event a Unit Owner does remove or replace any or all such

interior partitions or walls, no amendment of the Master Deed will be necessary or required. No Unit may be partitioned or subdivided without the prior written approval of any Institutional Lender for such Unit and the Board. None of the foregoing approvals shall apply to Sponsor prior to the initial conveyance of any Unit(s) owned by it to another Unit Owner.

6. DESCRIPTION OF COMMON AND LIMITED COMMON ELEMENTS -

(a) All appurtenances and facilities and other items which are not part of the Units hereinbefore described in Paragraph 5 or part of the Limited Common Elements hereinafter described in subparagraph 6(b) shall comprise the General Common Elements as graphically shown on Exhibits "B" and "C" aforesaid. Notwithstanding anything herein to the contrary, proposed Common Elements of subsequent phases are not part of the Common Elements with respect to Phase I and the Condominium unless and until such subsequent phases are added, and they need not be, in accordance with this Master Deed. The General Common Elements shall also include by way of description, but not by way of limitation, all of the following to the extent included within the area described in Paragraph 1 with respect to Exhibit A-1 and Phase I of this Master Deed:

(i) All lands submitted to the Condominium under this Master Deed, whether improved or unimproved; and

(ii) All private streets, driveways, curbs and sidewalks subject to the easements and provisions set forth in Paragraph 10 hereof; and

(iii) The parking spaces within the lands described in Paragraph 1 of this Master Deed, the use of which shall be subject to the Rules and Regulations. The Unit Owner's rights to

use such parking space(s) shall be appurtenant to his Unit and shall terminate upon conveyance of title to such Unit. The Association shall be responsible for the care and maintenance of said parking spaces including snow removal; and

(iv) Lawn areas, shrubbery, conduits, utility lines, underground sprinkler system and waterways, subject to easements and provisions set forth in Paragraph 10 hereof; and

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

(vi) The roofs, foundations, footings, columns, girders, beams, supports, exterior or interior bearing or main walls and floors, if any, between Units; and

(vii) Exterior lighting and other facilities necessary to the upkeep and safety of the Buildings and grounds; and

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

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

(x) Master antenna and master antenna wiring, if any, which does not extend into a Unit; and

(xi) All other facilities or elements of any

improvements within any Building or within the Condominium necessary or convenient to the existence, management, operation, maintenance or safety of the Condominium or normally in common use; and

(xii) Any easement or other right appurtenant to the lands described in Paragraph 1 of this Master Deed.

(b) The Limited Common Elements shall be as shown on Exhibits "B" and "C" and shall include by way of description and not by way of limitation, common walls and any balcony, terrace, patio, or stoop, if any, to which there is direct access from the interior of any appurtenant Unit(s) and shall be for the exclusive use of such Unit(s). Each Unit Owner's right to use the Limited Common Elements appurtenant to his Unit or Building may not be transferred apart from the conveyance of title to the Unit. The Owners of a Unit(s) to which a balcony, terrace, patio or stoop is attached or connected shall make repairs thereto caused by their own negligence, misuse or neglect and shall be responsible for all snow clearing and cleaning from any such balcony, terrace or stoop. Any other repairs or maintenance with respect to the Limited Common Elements shall be the responsibility of the Association.

(c) The Board shall have the power in its discretion:

(i) To designate from time to time certain Common Elements as "Reserved Common Elements"; (ii) grant reserved rights therein to the Association and to any or less than all of the Unit Owners; and (iii) establish a reasonable charge to such Unit Owners for the use and maintenance thereof. Such designation by

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the Board shall not be construed as a sale or disposition of the Common Elements.

7. ESTATE ACQUIRED: PERCENTAGE INTEREST IN COMMON ELEMENTS; INTEREST IN COMMON SURPLUS; VOTING RIGHTS; COMMON EXPENSES - (a) The Owner of each Unit shall have such an estate therein as may be acquired by grant, by purchase or by operation of law, including an estate in fee simple, and shall acquire as an appurtenance thereto an undivided percentage interest in the Common Elements of the Condominium, which shall not be divisible from the Unit to which it appertains, as set forth in Exhibit "D," attached hereto and made a part hereof. Said percentage is expressed as a finite number to avoid an interminable series of digits; the fourth or fifth digits have been adjusted to that value which is most nearly correct. The percentages shall remain fixed unless and until they are changed by an amendment to this Master Deed except that no amendment altering the percentage of interest in the Common Elements because of the addition or removal of Units to the Condominium shall occur after the time period set forth in Paragraphs 4 and 11 hereof. The changed percentage which will result as the property is expanded and new phases are added will be automatic with each such amendment. The aforesaid percentage interest, which is based upon equal division of the Common Elements among Unit owners, shall be used to allocate the division of proceeds, if any, resulting from casualty loss, any eminent domain proceedings which affect any portion of the property within the Condominium or from any other disposition of the Condominium property or physical assets of the Association.

(b) All Assessments for Common Expenses and maintenance shall be apportioned equally among all Units within the Condominium. Any common surplus of the Association resulting from the operations of the Association shall also be allocated among all the Unit Owners including Sponsor, equally.

(c) Each Unit, including unbuilt Units or built Units, which have not been conveyed to individual purchasers, shall be entitled to one (1) vote in the Association.

8. COMMON EXPENSE ASSESSMENTS; LIST OF ASSESSMENTS; NOTICE OF ASSESSMENTS; CERTIFICATE AS TO PAYMENT; LIEN FOR ASSESSMENTS - (a) It shall be an affirmative and perpetual obligation of the Board to fix Common Expense Assessments in an amount at least sufficient to maintain the exterior of the Buildings and to maintain and operate the Common Elements as contemplated by the Master Deed or By-laws and as required by the Condominium Act. Such duties and responsibilities are hereby irrevocably delegated to the Board of Directors of The Enclave at Edison Condominium Association, Inc., together with all other rights, powers or duties of the Association or its Board as set forth in this Master Deed, the Certificate of Incorporation, or By-laws of the Association, or as otherwise provided by law. The amount of monies for Common Expenses of the Association deemed necessary by the Board and the manner of expenditure thereof, as well as penalties for non-payment, shall be a matter for the sole discretion of the Board.

(b) Annual Common Expense Assessments shall be made for the period extending from January 1 through the next succeeding

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December 31, or such other annual period as the Board may determine, and shall be payable in monthly installments, due on the first day of each month. The Board shall determine the late charge for late payment of any reasonable amount and/or interest. The Board shall cause to be prepared, at least thirty (30) days in advance of the due date of each first annual Common Expense installment, a list of the Units and the Common Expenses applicable thereto, in alphabetical order, according to the names of the Unit Owners thereof, which list shall be kept in the Office of The Enclave at Edison Condominium Association, Inc. and shall be open to inspection, upon request, by any Owner of a Unit. Written notice of the Common Expense assessments shall be sent to every Unit Owner subject thereto.

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

(d) In the event the annual Common Expense Assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board, provided that nothing herein shall serve to prohibit or prevent the Board from imposing a lump sum assessment in the case of any immediate need or emergency. In the event the Board of Directors concludes an increase in the annual Common Expense Assessment and monthly payments will be necessary, it may make such increase and shall notify the members of the Association in writing of same, the need and reason

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refer, and the amounts thereof.

(e) In addition to the annual Common Expense Assessments hereinbefore authorized, the Board may levy, in any assessment year, a Special Assessment, applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon or to the Common Elements, including the necessary furniture, fixtures, equipment and other personal property related thereto, or for any other lawful purpose, provided that if during any assessment year, such special Common Expense Assessment(s) exceeds in the aggregate, the sum of \$5,000, it shall receive the assent of two-thirds (2/3) of all of the votes eligible to be cast by all of the Unit Owners, at a meeting duly called for this purpose, written notice of which shall be sent to all Unit Owners at least thirty (30) days in advance, and which notice shall set forth the purpose of the meeting, the need and reason for the Special Assessment, and the amounts thereof. The due date(s) or any installments thereof of such Special Assessment shall be fixed in the resolution authorizing such Special Assessment. While Sponsor maintains a majority of the Board of Directors, it shall make no additions, alterations, improvements or purchases which would necessitate a Special Assessment or a substantial increase in the monthly assessment unless required by a governmental agency, title insurance company, mortgage lender or in the event of an emergency.

(f) Every Unit Owner, by acceptance of a deed or other conveyance for a Unit, whether or not it shall be so expressed in

any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association such sums, by way of Annual or Special Common Expenses Assessments as are contemplated herein or in the By-laws of the Association. Upon the purchase of a Unit, the portion of the then current Annual Assessment payable by the purchaser shall be an amount which bears the same relationship to the Annual Assessment as the remaining number of months in the then current annual assessment period bears to twelve. Each purchaser shall pay one month's Common Expense Assessment in advance and the portion of Annual Assessment due for the month of closing shall be pro-rated, so that purchaser pays the assessment for the days remaining in the month of closing. A Purchaser of a Unit shall also pay the membership set forth in Paragraph (k). Such first Annual Assessment or portion thereof for which a purchaser is liable shall be immediately due upon the closing of title by the purchaser.

(g) The Association shall, upon the request of any Unit Owner liable for a Common Expense Assessment, or of the Institutional Lender of any Unit, furnish to such Unit Owner or Institutional Lender, a certificate, in writing, signed by an officer of the Association, setting forth whether or not such Common Expense Assessment therein stated has been paid. Such certificate shall constitute conclusive evidence of the payment of any Common Expense Assessments therein stated to have been paid.

(h) No Unit Owner may waive or otherwise avoid liability for Common Expenses by non-use of the Common Elements. Each such Assessment shall be a continuing lien upon the Unit against which

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... shall also be a joint and several liability of the Owner of such Unit at the time when the Common Expense assessment fell due, and of each subsequent record owner of such Unit, except as otherwise contemplated by subparagraph (n) of this Master Deed, together with such interest thereon as may be permitted by law and cost of collection thereof (including reasonable attorney's fees), as determined by the Board. Liens on unpaid Common Expense Assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. Suit to recover a money judgment for unpaid Common Expense assessments may be maintained without waiving the lien securing the same.

(i) Any lien for unpaid Common Expense assessments, as well as interest, late charges, fees and fines due in connection therewith, shall be subordinate to any lien for past due and unpaid taxes and the lien of any Institutional Lender(s) now or hereafter placed upon any Unit; provided, however, that such subordination shall apply only to the sale or transfer of any such Unit pursuant to a decree or foreclosure or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve any such Unit from liability for any Common Expense assessments thereafter coming due, nor from the lien of any such subsequent Common Expense assessment.

(j) No assessment shall be made upon Sponsor on account of capital improvements not contemplated in this Master Deed, nor shall any assessment be made which discriminates against Sponsor.

(k) Each Owner, except Sponsor, including successors in

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title, shall be required to pay a non-refundable, non-transferable capital contribution to the Association in an amount equal to \$500 to be used by the Association for working capital. This fee shall be paid on each Unit owned, so that, for example, if one Owner owns 5 Units, he must pay 5 such one-time membership fees. Other than as an incident to a lawful transfer of title to a Unit, membership in the Association shall be non-transferable and any attempt to transfer shall be null and void.

(l) Following the first conveyance, the Owners of Units to whom title shall have been conveyed shall be responsible for their proportionate share of all Common Expenses.

(m) The Association shall be required to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Elements. The fund shall be maintained out of regular assessments for Common Expenses.

9. COMMON EXPENSES; RESPONSIBILITIES OF OWNERS; DAMAGE DUE TO NEGLIGENCE, OMISSION OR MISUSE. (a) The Annual Common Expense Assessments levied by the Board shall be used exclusively for promoting the health, safety, pleasure and welfare of the Members of the Association, including, but without limitation: street lighting, refuse collection, snow clearing from sidewalks, walkways, landscaping of common property, the maintenance and repair of the exterior and roofs of the buildings, including but not limited to cleaning, painting and sandblasting of the exterior surfaces and finishes; maintenance, repair and replacement of the Common Elements and improvements; payment of all taxes and

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nsurance premiums; all costs and expenses incidental to the operation and administration of the Association; and, such other items as may from time to time, be deemed appropriate by the board. The Board may also provide, by its Rules and Regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by Association personnel or representatives and charged as a Common Expense.

(b) Each Unit Owner shall promptly furnish, perform and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit, provided however: (i) such maintenance, repairs and replacements as may be required for the functioning of the common plumbing, heating, air conditioning, mechanical, electrical and water supply systems within any Buildings shall be furnished by the Association, but any and all expenses incurred thereby shall be the responsibility of the Owners of Units located in that Building; and (ii) the Association, its agents and employees may effect emergency or other necessary repairs which the Unit Owner has failed to perform, but any and all expenses incurred pursuant to the foregoing provisions shall be the responsibility of the Unit Owners affected thereby. Except as hereinbefore provided, maintenance, repairs and replacements of the plumbing fixtures and systems, heating and air conditioning systems, windows, doors, balconies, skylights, patios, stairways, electrical systems and receptacles, breaker boxes, kitchen appliances and equipment, lighting fixtures, and fireplaces, if any, within any Unit or part of the Common Elements appurtenant thereto and which are not



Common shall be the Unit Owner's responsibility at his sole cost and expense, and if any Unit Owner fails to perform such work, the Association may do so on the Unit Owner's behalf and charge the reasonable expenses thereof to the Unit Owner. Maintenance, repair, replacement, cleaning and washing of all wallpaper, paint, paneling, floor covering, draperies, and window shades or curtains within any Unit shall be the Owner's responsibility at his sole cost and expense.

(c) If, because of the negligent act or omission of or misuse by Unit Owner or a member of his family or by his or his guest's household pet or other animal (which is not authorized by this Master Deed to be on the property), or a guest, occupant or visitor of a member (whether authorized or unauthorized by the Unit Owner), damage shall be caused to the Common Elements, or to a Unit(s) owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then the Unit Owner so responsible shall pay for such damage and be liable for any damages, liability, costs and expense, including attorney's fees, caused by or arising out of such circumstances; and such maintenance, repairs and replacements to the General or Limited Common Elements or the Unit(s) shall be subject to the By-laws and the Rules and Regulations of the Association.

10. EASEMENTS - (a) Every Unit Owner, his successors and assigns shall have the following perpetual easements with respect to the Property:

(i) A non-exclusive easement, in, upon, over, under, across and through the Common Elements to keep, maintain,

..., operate, repair and replace his Unit in its original position  
... in every subsequent position to which it changes by reason of  
... gradual forces of nature and the elements; and

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

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

(iv) An exclusive easement to use and enjoy the  
surfaces of the main walls (including any windows, doors,  
chimneys, balcony, patio and stoops), ceilings and floors  
retained within his Unit; and

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

(vi) A perpetual and non-exclusive easement in, over  
and through the General Common Elements to use the driveways,  
paths, walks and common facilities subject to the right of the  
land to:

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

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

(iii) charge admission and other fees for the use of the Common Elements;

(iv) the right of the Association to dedicate or transfer all or any part of the Common Elements, other than the Buildings, to any municipal, county, State, Federal or other public agency, authority, or utility and to grant permits, licenses and easements over the Common areas for utilities and roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the project. Such grants, dedications or transfers shall be subject to such conditions as may be agreed upon by the Unit Owners, provided that no grant, dedication, transfer or determination as to the purposes of or as to the conditions of such dedication or transfer shall become effective unless such grant, dedication, transfer and determination as to purpose and conditions thereof shall be authorized by the vote in person or by proxy of two-thirds (2/3) of all of the votes eligible to be cast by all of the Unit Owners

the Association, and unless written notice of the proposed solution authorizing such action is sent to every Unit Owner at least ninety (90) days in advance of the scheduled meeting, at which such action is taken. A true copy of such resolution together with a certificate of a result of the vote taken therein shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Association, and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Elements other than the Buildings, prior to the recording thereof in the Office of the County Clerk. Such certificate shall be conclusive evidence of authorization by the membership.

(b) Sponsor, its successors and assigns, shall have the following easements with regard to the Property:

(i) A blanket and non-exclusive easement in, upon, through, under and across the Common Elements for the purpose of construction, installation, maintenance and repair of any improvements to the Units or the Common Elements, and for ingress and egress for the use of all driveways, roadways, parking areas, and for the utilization of existing and future model Units for sales promotion and exhibition, until the expiration of two years from the date the last Unit is sold and conveyed in the normal course of business. With respect to the interior of any Unit, this provision shall be effective for two years from the closing of title and, in addition, Sponsor hereby reserves the irrevocable right to enter into, upon, over or under any Unit for such purposes as may be reasonably necessary for the Sponsor or its

agents to service any Unit or any part of the Building, provided that requests for entry are made in advance and the such entry is at a time reasonably convenient to the Unit Owners. In case of an emergency, such right of entry shall be immediate whether the Unit Owner is present at the time or not; and

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

(iii) A blanket and non-exclusive easement in, upon, through, under and across the Common Elements and Units for placement, installation and maintenance of television master antenna, if any, and its wiring.

(c) The Property shall also be subject to the following easements:

(i) The Association shall have a perpetual exclusive easement for the existence, continuance and maintenance of any Common Elements, or of any improvements owned by it which presently or may hereafter encroach upon a Unit as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of such improvements or Common Elements; and

(ii) The Association, through its Board of Directors or manager, or managing agent or their representative agents or

employees, shall have the perpetual and non-exclusive right of access to each Unit (A) to inspect same, (B) to remedy any violations set forth in this Master Deed, the By-laws, or in any Rules and Regulations promulgated by the Association, and (C) to perform any operations required in connection with the maintenance, repairs or replacements of or to the Common Elements, any equipment, facilities or fixtures affecting or serving any Unit(s) or the Common Elements; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of any emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not; and

(iii) Any Institutional Lender, its officers, agents or employees shall have a blanket, perpetual and non-exclusive easement to enter the Condominium or any part thereof to inspect the condition and repair of the Common Elements and lands shown on Exhibit "B" or any Unit(s) so encumbered by a first mortgage owned by it. This right shall be exercised only during reasonable daylight hours, and then whenever practicable, only after advance notice to and with the permission of the Board and the Unit Owner;

(iv) A blanket, perpetual and non-exclusive easement shall be granted upon, over, across and through the Common Elements for the purpose of the installation, maintenance, repair, service and replacement of all sewer, water, underground irrigation system, power and telephone pipes, lines, mains, conduits, waters, poles, transformers, master television antennas, if any, and any and all other equipment or machinery necessary or incidental to the proper

functioning of any utility systems serving the property, which easement shall be for the benefit of any governmental agency, or utility company or other entity which requires same for the purpose of furnishing one or more of the foregoing services; and

(v) A blanket, perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, across and through the Common Elements to the Township of Edison, the Association, their respective officers, agents and employees (but not the public in general) and all police, fire and ambulance personnel in the proper performance of their respective duties (including, but not limited to, emergency or other necessary repairs to a Unit which the Unit Owner has failed to perform), and for repair and maintenance of the Common Elements and lands shown in Exhibit "B." Except in the event of emergencies, the rights accompanying the easements provided for in this subparagraph shall be exercised only during reasonable hours and then, whenever practicable, only after advance notice to and with permission of the Unit Owner(s) directly affected thereby.

11. BY-LAWS AND ADMINISTRATION; CHANGES IN DOCUMENTS; POWER OF ATTORNEY. - (a) The administration of the Common Elements of the Condominium and other common facilities shall be by the Association in accordance with the provisions of the Condominium Act, this Master Deed, the Certificate of Incorporation, the By-laws, Rules and Regulations, and of any other agreements, documents, amendments or supplements to the foregoing which may be duly adopted or subsequently be required by any Institutional Lender designated by the Sponsor, or by any governmental or

i-governmental agency having regulatory jurisdiction over the  
ominium, or by any title insurance company selected by Sponsor  
nsure title to any Unit(s).

Sponsor hereby reserves for itself, its successors and  
ons, for a period of five (5) years from the date the first  
is conveyed to an individual purchaser, the right to execute  
half of all contract purchasers, Unit Owners, mortgagees,  
lien holders or parties claiming a legal or equitable  
est in the Condominium, any such agreements, documents,  
gments or supplements to the above described documents which  
be so required by any such Institutional Lender, governmental  
asi-governmental agency or title insurance company; provided,  
er, that no such agreement, document, amendment or supplement  
adversely affects the value or substantially alters the  
plan of any Unit, or changes the percentage of the undivided  
est in the Common Elements or increases the financial  
ations of the Unit Owner or reserves any additional or  
al privileges shall be made without the prior written consent  
e affected Unit Owner(s) and all owners of any mortgage(s)  
bering the affected Unit Owner(s) or if such agreement,  
ent, amendment or supplement adversely affects the priority  
lidity of any mortgage which encumbers any Unit, without the  
written consent of the owners of all such mortgages.

(b) By acceptance of a deed to any Unit or by the  
stance of any other legal or equitable interest in the  
minium, each and every contract purchaser, Unit Owner or  
ant, mortgagee, or other lien holder, or party having such



legal or equitable interest, does automatically and irrevocably, name, constitute, appoint and confirm (i) Sponsor, its successors and assigns as attorney-in-fact for the purpose of executing such amended or supplemental Master Deed(s) and other instrument(s) necessary to effect the foregoing (provided that such power of attorney may not be used to adversely affect the priority or validity of any lien on or the value of any Unit) and (ii) the Association as attorney-in-fact to acquire title to or lease any Unit whose owner desires to surrender, sell or lease the same, in the name of the Association or its designees, corporate or otherwise, on behalf of all Unit Owners to convey, sell, lease, mortgage (but not to vote the votes appurtenant thereto) or otherwise dispose of any such Units so acquired or to sublease any Units so leased by the Association. The above is not to be construed as a right of first refusal.

(c) The powers of attorney aforesaid are expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all Units and be binding upon the heirs, personal representatives, successors and assigns of any of the foregoing parties. Further, said powers of attorney shall not be affected by the death or disability of any principal and are intended to deliver all right, title and interest of the principal in and to said powers. Said powers of attorney shall be vested in the Sponsor, its successors and assigns until same effectuate the initial conveyance of all Units. Thereafter, said powers of attorney shall automatically vest in the Association to be

exercised by its Board of Directors.

(d) Notwithstanding the foregoing, the Sponsor shall not be permitted to cast any votes held by it for unsold Units for the purpose of amending this Master Deed, the By-laws or any other document for the purpose of changing the permitted use of a Unit or the purpose of reducing the Common Elements or facilities except as provided above.

(e) Sponsor may use the right granted in this paragraph to effectuate the following changes, enumerated by way of description and not limitation:

(i) Adding Units and lands to the area included within the Property, as shown on Exhibit B, on a phase-by-phase basis, so as to section into and expand the Condominium regime to maximum 86 Unit configuration. Sponsor, as each section is added to the Condominium, shall amend the proportionate share of Common Elements owned by each Unit Owner and such amendment of Common Element ownership shall be automatic upon annexation of each such phase to the Condominium regime.

(ii) Adding to or altering the location, size and/or purpose of easements and lands for utilities, roads, access, access, drainage and/or financial purposes.

(iii) Permitting the users or occupants of lands owned by or controlled by the Sponsor or its successors in title to utilize easements, roads, drainage facilities, utility lines and the like within or servicing the Condominium, on fair and equitable terms.

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(iv) Correcting, supplementing and providing technical changes to the Master Deed and any of its amendments.

No amendment shall be effective until recorded in the Office of the Clerk of Middlesex County, New Jersey.

12. RESTRICTIONS - The Condominium is subject to all covenants, restrictions and easements of record and to the following restrictions:

(a) No Unit, except those Units owned by the Spncsor and used by it as sales offices, administrative offices or models, shall be used for any purpose other than as a private residence.

(b) There shall be no obstruction of the Common Elements nor shall anything be temporarily or permanently placed upon, stored in or affixed to the Common Elements without the prior written consent of the Board or unless expressly permitted by the Rules and Regulations. However, this restriction shall not be deemed to preclude any resident of a Unit or his guests from utilizing any driveway in front of his Unit for the parking of automobiles or the area immediately to the rear of the Unit for picnicking, barbecuing, lounging, sunbathing in proper attire, or other similar recreational activities, subject to the Rules and Regulations and any other restrictions contained in this Master Deed. In addition, the use by a Unit Owner of any designated storage area, if any, which is part of the General Common Elements shall be prescribed by the Rules and Regulations.

(c) No clothes poles, clothes trees or lines shall be installed or maintained. No clothes, sheets, blankets or laundry of any kind or other articles or plants or other hanging items,

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attached to the outside of windows or windowsills or exterior of any Building, including, but not limited to, railings or fences or in any parking areas.

(d) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Property. No visitor may bring any animal onto the property, including into a Unit. Notwithstanding the foregoing, one dog or cat is permitted per Unit, provided that such dog or cat is not kept, bred or maintained for any commercial purpose, is housed within the Unit, and when not in the Unit, is kept on a leash, and is otherwise kept in accordance with all applicable Rules and Regulations. No outside dog pens, runs or yards shall be permitted.

(e) No trailer, tractor, truck (commercial or registered), mobile home, recreation vehicles, boat, boat trailer or the like shall be stored or housed or parked on the property, except that this restriction shall not apply to trucks and equipment stored on the Property by the Sponsor, the association and/or management agent for use in maintaining the property on any portion thereof. No washing, cleaning or repairing of cars may be done anywhere on the Property.

(f) No portion of the Common Elements or other portion of the Property thereof shall be used or maintained for the dumping of rubbish or debris. Trash, garbage or other waste shall be kept in sanitary containers in the garage and brought out to the curb for weekly or more frequent collection.

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(g) No exterior loudspeaker other than as contained in portable radios or television sets shall be permitted. No unshielded floodlights shall be installed in any exterior area of any Unit or any balcony, patio, or terrace appurtenant thereto, if any, without the permission of the Board, except Sponsor may install exterior floodlights for lighting Common Areas.

(h) No sign of any kind shall be displayed on any living unit except for signs utilized by the Sponsor for directional, identification, traffic, sales or marketing purposes, without the prior approval of the Board in accordance with Section 12(r) herein. In addition, for a period of three (3) years, or until the sale and Closing of all Units, whichever is later, no sign or signs will be placed or caused to be placed, upon any part of the property, advertising same for sale, rent or lease, for any other purpose whatsoever, without first obtaining written consent of the Sponsor.

(i) No awnings, grills, balcony enclosures, fence, canopies, shutters, or external or visible radio, television or any type of communication aerial or antenna or cable or satellite dish of any sort shall be installed or affixed on or about the exterior of any Building constructed or erected on the Property, or elsewhere on such Property. No storage of any materials or personalty shall be permitted on front porches, patios, Limited Common Elements and General Common Elements, on the Property, except that on the patios, Unit Owners may maintain chairs, tables and barbecues for recreational use on the patios. Such chairs, tables and barbecues shall mean outdoor casual furniture intended

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r summer use. Barbecues when used must be minimum of 5' away  
om the side of the Building and may be stored next to the  
ilding when cooled. Notwithstanding anything to the contrary,  
ners who have fireplaces may store firewood only in one metal  
op designed for that purpose.

(j) A. In order to provide an orderly procedure in the  
se of title transfers, and to assist in the maintenance of a  
rent, up-to-date roster of Unit Owners, the Owner of a Unit  
all give the Secretary of The Enclave at Edison Condominium  
sociation, Inc. timely notice of his intent to list his Unit for  
le, and, upon closing of title shall forthwith notify such  
cretary of the names and home addresses of the purchasers.

B. Every Unit Owner including any who does not  
side in his Unit must provide the Association with a current  
one number and address at all times.

(k) No Unit Owner or occupant shall build, plant or  
\* maintain any matter or thing upon, in, over and under the General  
Limited Common Elements without the prior consent of the Board  
less permitted by the Rules and Regulations.

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

(m) Unit Owners shall not have any right to paint or  
otherwise decorate or change the appearance of any portion of the  
terior of any Building or the parking area, without the prior  
nsent of the Board in accordance with Section 12 herein; this  
cludes, but is not limited to, installation of doors and storm  
indows. Each Unit Owner is responsible to promptly report to the

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Board any defect or need for repairs, the responsibility for which is that of the Association. Each Unit Owner shall be responsible for the maintenance, repair and replacement of all windows of his Unit and also the front door and any doors leading onto the balcony, terrace or patio adjacent to his Unit (including garage).

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

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

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

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

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recovery shall be observed.

(r) Nothing shall be done to any Unit or on or in the Common Elements which will impair the structural integrity of any Building or which will structurally change any Building. Water leaks of any type shall not be permitted. No Unit Owner (other than the Sponsor) may make any structural additions, alterations, improvements in or to his Unit or in or to the Common Elements, without the prior written approval of the Board or impair any element without the prior written consent of the Board. The Board shall have the obligation to answer any written request received by it from a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit or on Common Elements within forty-five (45) days after receipt of such request, and failure to do so within the stipulated time shall constitute a denial of the proposal. Any application to any municipal authority for a permit to make an addition, alteration or improvement in or to any Unit must be approved by the Board and, if approved, shall be executed by the Board and may then be submitted by the Unit Owner. Such approval, however, shall not incur any liability on the part of the Association to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The Unit Owner shall furnish the Association with a copy of any such permit which he has procured. The provisions of this subparagraph shall not apply to Units owned by the Sponsor until such Units have been initially sold and conveyed



by the Sponsor.

(s) Draperies, blinds, curtains or other window coverings acceptable to the Association must be installed by each Unit Owner on all windows of his Unit and must be maintained in said windows at all times. All floor areas in a Unit must be covered by padding, carpeting, and rugs, tiles or linoleum of a size and quantity reasonably acceptable to the Association. These provisions shall not apply to the Sponsor.

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

(u) (i) No Unit shall be rented by the Owner thereof except a lender in possession of such Unit following a default in first mortgage, a foreclosure proceeding or by any deed or other arrangement in lieu of foreclosure) or otherwise utilized for transient or hotel purposes, which shall be defined as (A) rental for any period less than six (6) months; or (B) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverages, maid service, furnishing of laundry and linen, and bellboy service, provided, however, that any Unit Owner including Sponsor may rent a Unit for a period of less than six (6) months to a bona fide contract purchaser. No Unit Owner may lease less than an entire Unit. No Unit shall be leased for occupancy by more than two (2) persons per bedroom. A copy of such lease must be furnished to the Association, as set forth in subparagraph (ii).

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(ii) Other than the foregoing obligations, Unit owners, including Sponsor, shall have the right to lease same provided that said lease is in writing and made subject to all provisions of this Master Deed, the By-laws of the Association and other documents referred to herein, including the right of judgment reserved to Sponsor herein, provided further that any failure of the lessee to fully comply with the terms and conditions of such documents shall constitute a default under the lease, and provided a copy of said lease and any subsequent lease delivered to the Association within 10 days of its execution. Copies of all lease applications and similar information must be delivered to the Association along with a copy of said written lease.

(iii) In the event a tenant of a Unit fails to comply with the provisions of this Master Deed, By-laws or Rules and Regulations of the Association, then, in addition to all other remedies which it may have, the Association shall notify the Unit Owner of such violation(s) and demand that the same be cured through the Unit Owner's efforts within fifteen (15) days after notice. If such violation(s) is not remedied within said day period, then the Unit Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an action against his tenant on account of such violation(s). Such action shall not be compromised or settled without the prior written consent of the Association. In the event the Unit Owner fails to fulfill the foregoing obligation, the Board shall have the right, but not the duty, to

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Institute and prosecute such action as attorney-in-fact for the Unit Owner and at the Unit Owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses. By acceptance of a deed to any Unit, each and every Unit Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Association as his attorney-in-fact for the purposes described in this subparagraph.

(v) No Unit Owner shall have the right to mortgage or encumber his Unit, unless such mortgage or encumbrance is a permitted First Mortgage. Further, any permitted mortgage which is not then a first lien shall expressly and automatically subordinate to the Common Expense lien of the Association. No other mortgages or encumbrances shall be permitted without the prior written approval of the Association.

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

(x) Each Unit Owner shall pay for his own telephone, and other utilities, if any, which are separately metered or billed to

ser by the respective utility company. Utilities which are separately metered or billed or which serve the Commons shall be treated as part of the Common Expenses.

(y) The right of the Unit Owner to sell, transfer or lease convey his or her Unit shall not be subject to any right of refusal.

(z) An air temperature of at least 55°F must be maintained in each Unit.

(aa) Garages shall only be utilized for parking and use of automobiles and other vehicles permitted under this Deed and for storage of household furniture and items, provided, however, no storage of any item or use within a garage precludes the complete closing of the garage door shall be required. No automobiles or items within a garage may protrude from at any time. No garage shall be converted for occupancy as a residence or part of a residence.

(bb) Nothing here shall be construed to prohibit the reasonable adaptation of any Unit for handicap use by a Unit Owner at the Unit Owner's cost.

The Board shall have the power to make such Rules and Regulations as may be necessary to carry out the intent of these restrictions and shall have the right to bring law suits to enforce the Rules and Regulations so promulgated. The Board shall also have the right to levy fines for violations of these Regulations, provided that the fine for a single violation may under any circumstances, exceed \$10.00. Each day that a violation continues after receipt of notice by the Unit Owner may be considered as a separate violation. Any fine so levied shall

be considered as a Common Expense to be levied against the particular Unit Owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses.

13. OBLIGATIONS OF SPONSOR - Until the conveyance of title to the first Unit, the Sponsor shall be solely responsible for all Common Expenses. Following the first conveyance, the Owners of Units to whom title shall have been conveyed shall be responsible for their proportionate share of all Common Expenses. Until the issuance of a Certificate of Occupancy by the Township of Edison for 75 percent of the Units in a phase subject to this Master Deed, Sponsor shall be responsible for payment of any deficit in the Common Expense budget(s). Thereafter, the ultimate share of each Unit Owner of all Common Expenses contemplated by the provision set forth above shall be divided equally among the Unit Owners.

In the event the number of Units ultimately established upon the Property is less than 86, the ultimate share of each Unit owner of all Common Expenses contemplated by the provision set forth above shall be equal to that fraction, the numerator of which is one and the denominator of which is the number of Units ultimately established within the Property.

While the Developer maintains control of the Board, it shall take no action which adversely affects a Unit Owner's rights under N.J.A.C. 5:25-5.5. Claims relative to defects in common elements shall be processed in accordance with N.J.A.C. 5:25-5.5.

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Notwithstanding the foregoing, the Sponsor covenants and agrees for itself, its successors and assigns that for so long as it owns one or more of the Units, and subject to the exceptions expressly indicated, the Sponsor, its successors and assigns shall be governed by the provisions of and entitled to all rights and benefits reserved to Sponsor pursuant to this Master Deed and of all Exhibits attached hereto.

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

15. COMPLIANCE BY OWNERS; MEMBERSHIP IN THE ASSOCIATION -  
(a) Each Owner or occupant of a Unit shall comply with, and shall assume ownership or occupancy subject to laws, Rules and Regulations of governmental authorities having jurisdiction over the Condominium, the provisions of this Master Deed, the Certificate of Incorporation, By-laws and Rules and Regulations of the Association and any other documents, amendments or supplements to the foregoing. Failure to comply with any of the foregoing shall be grounds for the commencement of an action for the recovery of damages or for injunctive relief or both by the

Sponsor, the Association, and any Unit Owner, and for penalties and other available remedies at law or in equity, in any court or administrative tribunal having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate or circumvent any of the aforesaid, and against any Unit Owner to enforce any lien created by this Master Deed or any covenant contained herein. Failure by the Sponsor, the Board, or any Unit Owner to enforce any covenant herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same.

(b) Upon acceptance of a Deed to a Unit each Unit Owner shall automatically become a member of the Association and shall be a member for so long as he shall hold legal title to his Unit subject to all provisions of this Master Deed, the Condominium Act, the Certificate of Incorporation, and the By-laws and Rules and Regulations, which may not now or hereafter be established for or in the Association. The Sponsor shall be a Member of the Association with respect to all Units owned by it and shall be entitled to that number of votes equal to 86 less the total number of Units within the Condominium which have been conveyed to individual purchasers.

16. DAMAGE OR DESTRUCTION TO PROPERTY - If any Building, improvement or Common Element or any part thereof is damaged or destroyed by fire or casualty, the repair, restoration or ultimate disposition of any funds or proceeds thereby created shall be in accordance with N.J.S. 46:8B-24. In the event the Association determines not to repair or restore the damaged property in

accordance with N.J.S.A. 46:8B-24, any insurance proceeds payable to a Unit Owner as a result of damage or destruction to his Unit and/or interest in the Common Elements are hereby assigned and shall be paid to any appropriate Institutional Lender(s), as its interests may appear, for application to the appropriate mortgage indebtedness with the excess, if any, paid to the appropriate Unit Owner, all in accordance with N.J.S.A. 46:8B-24. Any restoration or repair of the project, after damage due to an insurable hazard, shall be performed substantially in accordance with this Master Deed and the original plans and specifications, unless other action by the Association is approved by Eligible Mortgage Holders holding a mortgage on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holders.

17. EMINENT DOMAIN - (a) If any Building, improvement or Common Element or any part thereof shall be taken, injured or destroyed by eminent domain, each Unit Owner affected shall be entitled to notice of such taking and to participate through the Association in the proceeding incident thereto. Any awards made in connection with such proceedings shall be collected by the Association and applied or distributed by it in accordance with the following, unless the award or decree provides to the contrary:

(i) If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain, leaving the Unit Owner with a remnant which may not be practical or lawfully be used for any purpose permitted by this Master Deed, the provisions of this subparagraph (i) will control. Upon acquisition by the condemning authority, unless the decree provides otherwise, each

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affected Unit's entire percentage interest and its Common Expense liability shall be automatically reallocated to the remaining Units in proportion to their respective percentage interest and the liabilities of such remaining Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to the Master Deed reflecting the reallocations. Any remnant of a Unit remaining after a part of a Unit is taken under this subsection shall thereafter be a Common Element.

(ii) If part of a Unit is acquired by eminent domain, other than under the circumstances contemplated by subparagraph (i), this subparagraph (ii) will control. Upon acquisition by the condemning authority, (A) each affected percentage interest and its Common Expense liability shall be reduced in proportion to the reduction in square footage of each such Unit, and (B) the portion of the percentage interest and Common Expense liability divested from the partially acquired unit shall be automatically reallocated to each such Unit and the remaining Units in proportion to their respective percentage interests and the liabilities of such remaining Units before the taking, with the partially acquired Unit(s) participating in the reallocation on the basis of their reduced percentage interest and liabilities.

(iii) If a part of the Common Elements is acquired by eminent domain, the award must be paid to the Association. The Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the affected Unit Owners in proportion to their respective percentage

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interest in the Common Elements before the taking, but the portion of the award attributable to the acquisition of any Limited Common Element must be equally divided among the Owners of the Units to which that Limited Common Element was allocated at the time of acquisition based upon the relative proportionate entitlement of those Unit Owners to the acquired Limited Common Elements.

(iv) If all of the Common Elements are acquired by eminent domain, the award must be paid to the Association and unless the decree provides otherwise, the Association shall divide the award among all Unit Owners in accordance with their respective Percentage Interest in the Common Elements.

(v) In no event shall the aggregate amount distributed to the affected Unit Owner(s) exceed the total amount of any award paid with respect to any taking by eminent domain.

(b) This provision shall be deemed to be supplemental to and not in derogation of the provisions of N.J.S.A. 46:8B-25.

18. INSURANCE - The Association shall obtain and continue in effect blanket property insurance on the Common Elements in an amount equaling replacement value, and in form satisfactory to any Institutional Lender holding first mortgages on a majority of the Units but without prejudice to the right of the Owner of any such Unit to obtain individual Unit insurance at his own cost. In addition, the Board shall obtain and continue such other liability insurance as may be required by the provisions of the By-laws. Premiums for all such insurance coverage except for individual Unit coverage shall be a Common Expense to be included in the monthly assessment for Common Expenses. The Board shall have

exclusive authority to negotiate losses under any policy providing property or liability insurance. The Board shall collect, hold and properly dispose of any proceeds of insurance to Unit Owners and their Eligible Mortgage Holders, as their interests may appear. The Board shall have the duty to perform all acts necessary to accomplish the above purposes. Unit Owners shall have the exclusive right to settle, adjust and litigate any claims under any policies purchased by and paid for by said Unit Owners individually.

19. AMENDMENT OF MASTER DEED - This Master Deed may be amended at any time after the date hereof by a vote of at least two-thirds (2/3) of all Members of the Association at any meeting of the Association duly held in accordance with the provisions of the By-laws of the Association, provided, however, that any amendment so requiring it, shall comply with the provisions of Paragraph 27. No amendment shall be effective until recorded in the Office of the Clerk of Middlesex County, New Jersey. This paragraph is by way of supplement to and not in derogation of the powers of amendment reserved to Sponsor pursuant to other paragraphs in this Master Deed and in case of any conflict between them, the least restrictive provision shall apply, except that Unit Owners shall make no amendments which will adversely affect any rights or easements reserved to the Sponsor, its heirs and assigns, including Sponsor's right to amend as set forth herein. Such rights as set forth in Paragraph 11 herein are not subject to amendment by Unit Owners. No amendment shall impair or adversely affect the rights of the Sponsor or cause the Sponsor to suffer

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any financial, legal or other detriment, including but not limited to any direct or indirect interference with the sale of Units, or the assessment of the Sponsor for capital improvements. The Sponsor shall not be permitted to cast any votes held by it for unsold lots, parcels, Units or interest for the purpose of amending the Master Deed, By-laws or any other document for the purpose of changing the permitted use of a lot, parcel, Unit or interest, or for the purpose of reducing the Common Elements or facilities. In the alternative, an amendment may be made by an agreement, signed and acknowledged by the Unit Owners in the manner required for the execution of a Deed, and such amendment shall be effective when recorded in the Office of the Clerk of Middlesex County, New Jersey.

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

(b) In the event the Condominium is not maintained in reasonable order and condition, the Township of Edison shall have

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the right to enter upon and maintain the Condominium in accordance with the provisions of N.J.S.A. 40:55D-43(b) and notwithstanding any limitations as to the applicability of such statutory provisions to "open space." The cost of such maintenance by the municipality shall be assessed pro rata against the Owners of each Unit affected thereby and shall become a lien and tax on each such Unit, and shall be enforceable by the Township of Edison in the manner provided by law with respect to the real estate taxes assessed directly against each such Unit.

Further, the Township of Edison shall have a continuing lien against each such Unit for its pro rata share of all real estate taxes due and payable to the Township of Edison for real estate taxes assessed against the Condominium. Such lien shall be apportioned equally in the manner provided by law with respect to the real estate taxes assessed directly against each such Unit.

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

22. WAIVER - No provision contained in this Master Deed shall be deemed to have abrogated or waived by reason of any failure to enforce the same, regardless of the number of

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ations or breaches which may occur.

23. GENDER - The use of the masculine gender in this Deed shall be deemed to refer to the feminine gender and use of the singular shall be deemed to refer to the plural, vice versa, whenever the context so requires.

24. RULE AGAINST PERPETUITIES - If any provision of this Deed, or the By-laws attached hereto, shall be interpreted to constitute a violation of the rule against perpetuities, then such provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of Robert F. Medy, deceased, former Senator of the State of New York, plus twenty-one (21) years thereafter.

25. RATIFICATION, CONFIRMATION AND APPROVAL OF AGREEMENTS - The fact that some or all of the officers, Directors, Managers or employees of the Association and the Sponsor may be negligent, and the fact that the Sponsor or its nominees have heretofore or may hereafter enter into agreements with the Association with third parties will not invalidate any such agreements and the Association and its members, from time to time, shall be obligated to abide by and comply with the terms and conditions thereof. The purchase of a Unit and the acceptance of the Deed therefor by any party, shall constitute the ratification, confirmation and approval by such purchaser, his heirs, legal representatives, successors and assigns, of the propriety and validity of said agreements or said agreement, or any other agreements authorized and permitted by the New Jersey Condominium Act, this Master Deed, the Articles of Incorporation or the

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By-laws of the Board.

26. RIGHTS RESERVED TO SPONSOR - Anything to the contrary herein or in the Certificate of Incorporation or By-laws of the Board notwithstanding, Sponsor hereby reserves for itself, its successors and assigns, for so long as it owns one or more Units in the Condominium, the right to sell, lease, mortgage or sublease or otherwise dispose any unsold Units within the Condominium.

27. PROTECTIVE PROVISIONS FOR THE BENEFIT OF INSTITUTIONAL MORTGAGEES - Anything to the contrary in this Master Deed or the By-laws or Articles of Incorporation of the Board notwithstanding, the following shall apply with respect to each Eligible Mortgage Holder:

(a) The prior written approval of at least fifty-one (51%) percent of the Eligible Mortgage Holders is required for any material amendment to this Master Deed or to the By-laws or Certificate of Incorporation including, but not limited to, any amendment which would change any provision relating to:

- (i) voting rights;
- (ii) reserves for maintenance, repair and replacement of Common Elements;
- (iii) responsibility for maintenance and repairs;
- (iv) reallocation of interests in the General or Limited Common Elements or rights to their use;
- (v) boundaries of any Unit;
- (vi) convertibility of Units into Common Elements or vice versa;

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(vii) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of land to or from the Condominium (referring to expansion, contraction, addition, annexation or withdrawal beyond the boundaries depicted in Exhibit "B" hereof for the entire Property);

(viii) insurance or fidelity bonds;

(ix) leasing of Units;

(x) imposition of any restrictions upon a Unit Owner's right to sell or transfer his or her Unit;

(xi) a decision by the Association to establish self-management rather than professional management;

(xii) restoration or repair of the Condominium (after damage, destruction or condemnation) in a manner other than that specified in this Master Deed;

(xiii) any action to terminate the legal status of the Condominium as a Condominium after substantial damage or condemnation occurs; or

(xiv) any provisions that expressly benefit Eligible Mortgage Holders.

(b) The prior written approval of at least sixty-seven percent (67%) of the Eligible Mortgage Holders is required before the effectuation of any decision by the Unit Owners to terminate the legal status of the Condominium as a Condominium for reasons other than substantial destruction or condemnation of the Property.

(c) Any Eligible Mortgage Holder shall be entitled to receive thirty (30) days' advance notice from the Association of any proposed non-material amendment to the Master Deed, the

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By-laws or the Certificate of Incorporation permitted by same, which notice shall include a copy of the proposed change; and any Eligible Mortgage Holder shall be deemed to have implicitly approved such change as proposed unless it states in a written response to the Association its objections or comments relative to such proposed change within such 30 day period.

(d) Any eligible Mortgage Holder shall be entitled to timely written notice of:

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

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

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

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

(e) No Unit in the Condominium may be partitioned or subdivided without the prior written approval of any Eligible

Mortgage Holder of such Unit.

(f) Any lien the Association may have on any Unit in the Condominium for the payment of Common Expense assessments attributable to each Unit is subordinate to the lien or equivalent security interest of any first mortgage on the Unit held by a Eligible Mortgage Holder and recorded prior to the date any such Common Expense assessment became due.

(g) Any Eligible Mortgage Holder shall, upon request, (i) be permitted to inspect the books and records of the Condominium during normal business hours; (ii) receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings; and (iii) receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association. The Association shall maintain current copies of the Master Deed, Certificate of Incorporation, By-laws and Rules and Regulations, and any respective amendments thereto.

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

successors and assigns.

(i) Any management agreement for the Condominium will be terminated by the Association with or without cause upon sixty (60) days' prior written notice thereof, and the term of any such agreement shall not exceed one year with an automatic one year renewal.

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

28. DURATION - The covenants, provision and restrictions set forth in this Master Deed shall be perpetual in duration, run with and bind all of the land included in the Condominium and shall inure to the benefit of and be enforceable by the Condominium Association and the owners of any land subject to this Master Deed, their respective successors, assigns, heirs, executors, administrators and personal representatives, for a period of forty years from the date this Master Deed is recorded in the Office of the Middlesex County Clerk, at the end of which period such covenants and restrictions shall automatically be extended for successive periods of ten (10) years each, unless at least two-thirds (2/3) of the Owners at the time of the expiration of the initial period, or of any extension period, shall sign an

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instrument, or instruments, in which they shall agree to change said covenants and restrictions in whole or in part; but no such agreement shall become binding unless written notice containing the terms of the proposed agreement is sent to every Owner at least ninety (90) days in advance of the action taken in authorizing said agreement; and, in any event, any changes concerning any such agreement shall not become effective and binding until three (3) years after the recording of the aforesaid fully executed instrument or instruments containing such agreement, and provided further, that in no event may the Common Elements be conveyed to any third person, firm or corporation, without the express consent, by ordinance, of the governing body of the Township of Edison (or such municipal corporation as may then have zoning or subdivision control jurisdiction over the Properties).

29. TRANSFER OF SPECIAL SPONSOR'S RIGHTS - (a) No special rights created or reserved to the Sponsor under this Master Deed ("Special Sponsor Rights") may be transferred except by an instrument evidencing the transfer recorded in the Office of the Clerk of Middlesex County, New Jersey. The instrument shall not be effective unless executed by the transferee.

(b) Upon transfer of any such Special Sponsor Right, the liability of the transferor is as follows:

(i) A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations imposed upon him. Lack of privity does not deprive any Unit Owner of standing to bring an action to enforce

any obligation of the transferor.

(ii) If a transferor retains any such Special Sponsor Right, or if a successor to any such Special Sponsor Right is an affiliate of the Sponsor, the transferor is subject to liability for all obligations and liabilities imposed on a Sponsor by law or by the Master Deed, arising after the transfer, and is jointly and severally liable with the successor for the liabilities and obligations of the successor which relate to the Condominium.

(iii) A transferor who retains no such Special Sponsor Rights has no liability for any act of omission or any breach of a contractual or warranty obligation arising from the exercise of any such Special Sponsor Right by a successor Sponsor who is not an affiliate of the transferor.

(c) Unless otherwise provided in a mortgage instrument or deed of trust, in case of foreclosure of a mortgage, sale by a trustee under a deed of trust, or sale under any bankruptcy or receivership proceedings, of any Units owned by Sponsor in the Condominium, a person acquiring title to all the Units being foreclosed or sold, but only upon his request, succeeds to all such Special Sponsor Rights, or only to any such Special Sponsor Rights to maintain models, sales offices and signs. The judgment or instrument conveying title shall provide for transfer of only the Special Sponsor Rights requested.

(d) Upon foreclosure, sale by a trustee under a deed of trust, or sale under any bankruptcy or receivership proceedings, of all Units in the Condominium owned by Sponsor:

(i) The Sponsor ceases to have any such Special Sponsor Rights; and

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

(e) The liabilities and obligations of persons who succeed to all Special Sponsor Rights are as follows:

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

(ii) A successor to all such Special Sponsor Rights, other than a successor described in paragraphs (iii) or (iv) hereof who is not an affiliate of Sponsor, is subject to all obligations and liabilities imposed upon Sponsor by law or the Master Deed, except he is not subject to liability for misrepresentations or warranty obligations on improvements made by any previous Sponsor or made before the Condominium was created, or for a breach of fiduciary obligation by any previous Sponsor.

(iii) A successor to only a Special Sponsor Right to maintain models, sales offices and signs, if he is not an affiliate of Sponsor, may not exercise any other Special Sponsor Right, but is not subject to any liability or obligation as a Sponsor.

(iv) A successor to all Special Sponsor Rights who is not an affiliate of Sponsor and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or

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

(f) Nothing in this paragraph subjects any successor to a Special Sponsor Right to any claims against or other obligations of a transferor other than claims and obligations arising under the Master Deed.

30. EXHIBITS - Attached hereto and made a part hereof are the following Exhibits:

Exhibit "A" - Metes and bounds description of the Property.

Exhibit "A-1" - Metes and bounds description of Phase I.

Exhibit "B" - Map of the Property.

Exhibit "C" - Drawings of Units and Buildings.

Exhibit "D" - Schedule of Percentage of Interest in Common Elements for the entire Project and for Phase I.

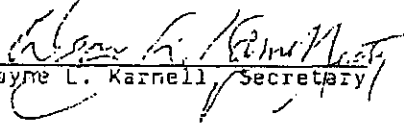
Exhibit "E" - - By-laws of The Enclave at Edison  
Condominium Association, Inc.

Exhibit "F" - Certificate of Incorporation of The  
Enclave at Edison Condominium Association, Inc.

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

ATTEST:

THE ENCLAVE AT EDISON, INC.

  
Wayne L. Karnell, Secretary

  
Robert L. Karnell, President

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STATE OF NEW JERSEY )  
 )  
COUNTY OF MIDDLESEX )

I certify that on October 13, 1988, Wayne L. Karnell personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Secretary of The Enclave at Edison, Inc., the corporation named in the attached document.

(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is the President of the Corporation;

(c) this document was signed and delivered by the Corporation as its voluntary act duly authorized by a proper Resolution of its Board of Directors.

(d) this person knows the proper seal of the corporation which was affixed to this document; and

(e) this person signed this proof to attest to the truth of these facts.

Signed and Sworn to before me on

October 13, 1988  
Barbara Fallik

Wayne L. Karnell  
Secretary

BARBARA FALLIK  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Aug. 30, 1990

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