

**WESTGATE SQUARE
TOWNHOUSE CONDOMINIUM RESIDENTIAL DEVELOPMENT
EDISON, NEW JERSEY**

PUBLIC OFFERING STATEMENT

Developer:
FRANKLIN ESTATES, INC.
A New Jersey Corporation
1640 Vauxhall Road
Union, New Jersey 07083

Effective Date of this
Public offering statement
is: December 20, 1982

NOTICE TO PURCHASERS

OFFERING STATEMENT IS FOR INFORMATIONAL PURPOSES ONLY. PURCHASERS SHOULD ASCERTAIN FOR THEMSELVES
PROPERTY OFFERED MEETS THEIR PERSONAL REQUIREMENTS. THE NEW JERSEY DIVISION OF HOUSING HAS NEITHER
APPROVED NOR DISAPPROVED THE MERITS OF THIS OFFERING.
READ CAREFULLY ALL DOCUMENTS BEFORE YOU SIGN THEM.

SECTION A
PUBLIC OFFERING STATEMENT
FOR
WESTGATE SQUARE
TOWNHOUSE CONDOMINIUM RESIDENTIAL DEVELOPMENT

Franklin Estates, Inc., a New Jersey corporation, having an office at 1640 Vauxhall Road, Union, New Jersey, presents herewith its offering plan for the establishment of condominium ownership of approximately 65.92 acres of land located in the Township of Edison, County of Middlesex, State of New Jersey, and the buildings and improvements to be constructed on those lands, all in accordance with the provisions of a Master Deed to be recorded in the Office of the Clerk of Middlesex County, State of New Jersey, a copy of which is on file at the Developer's offices at the project site office.

The property encompassed by this Plan will be known as Westgate Square. This condominium plan is promulgated pursuant to and will be governed by P.L. 1969 Ch. 257 of the Laws of the State of New Jersey, N.J.S.A. 46:8B1 et seq. (The Condominium Act) and P.L. 1977 Ch. 419, N.J.S.A. 45:22A-21 et seq. (The Planned Real Estate Development Full Disclosure Act), and such rules and regulations adopted by the New Jersey Department of Community Affairs implementing such Acts.

The Master Deed (Exhibit A), which when filed will authorize the establishment of Westgate Square, as described and delineated herein, shall contain specimens of all legal documents relative to the creation of Westgate Square and its operation and management, as well as a glossary of all legal and statutory terms employed therein as well as in this Offering Plan, together with a recital of the rights and privileges of each owner of a Condominium Unit and its responsibilities, duties and obligations to every other Condominium Unit Owner, and the Association to be formed pursuant to the terms of the Master Deed and The Condominium Act.

The Master Deed further provides for the filing of Articles of Incorporation pursuant to Title 15 of the Statutes of the State of New Jersey for a non-profit corporation (the Association) to be comprised exclusively of Condominium Unit Owners (including the Developer) to effect the management, maintenance and administration of the property pursuant to The Condominium Act. The Master Deed will also contain a description of each Condominium Unit Owner's undivided interest in the Common Elements and the By-Laws of the Association which provide for the governing of the property by a Board of Directors and Officers thereof and shall set forth a time, place and conduct of meetings of Condominium Unit Owners, of the Board of Directors and the procedures to be followed in relation to the government and operations of the Condominium. Each Condominium Unit Owner, will by virtue of his ownership, be a member of the Condominium Association.

SECTION B
NARRATIVE DESCRIPTION — INTEREST

This development will consist of individual townhouse condominium units, wherein the owner of each unit will receive a fee interest therein and exclusive possession thereof. He is free to sell or otherwise convey, by gift or devise, his Condominium Unit. His Condominium Unit will be taxed as a separate lot for real estate tax purposes as though it were a private home. In addition to these privileges, he is also the owner, in common with all of the other owners of Condominium Units in the condominium, of all the real and personal property comprising such Condominium other than the units themselves (the Common Elements) having an undivided percentage interest therein.

Although the Common Elements of the Condominium are owned by all of the Condominium Unit owners in common, the maintenance and management of the Common Elements will be conducted, as required by New Jersey Law, by the Association, a New Jersey non-profit and non-stock membership corporation, to be comprised exclusively of those persons owning the Condominium Units included in the Condominium, and the Developer. A purchaser of a Condominium Unit acquires membership in the Association upon such purchase. The Association's Board of Directors, selected as hereinafter described, will assess against every owner of a Condominium Unit, in proportion to this share in the Common Elements, charges (the Common Expenses), for the maintenance of, including provisions for reserves, for payment of necessary insurance premiums and such other charges all as more fully hereinafter set forth.

A condominium Unit is a fee simple estate in a part of the area within the Building, as such area is located by and described in the Master Deed attached hereto, and as depicted on the architectural drawings annexed to the Master Deed as an exhibit. Appurtenant to the ownership of each Unit is the proportionate part of the Common Elements assigned to it. Each Unit together with such interest in the Common Elements is referred to as a Condominium Unit as defined.

Each Unit consists of the rooms and the approximate dimensions indicated on the Architect's floor plans, annexed to the Master Deed as an exhibit, "Exhibit A1".

SECTION C
CONDOMINIUM UNITS — DEFINITION AND DIMENSIONS

The project will consist of a total of 396 condominium units located on a total of 65.92 acres, on the northerly side of Inman Avenue and west of the Lehigh Valley Railroad tracks. The project will be developed in 24 clusters, consisting of 16 units per cluster made up of 4 buildings with 4 units in each building, and one cluster consisting of 12 units or 3 buildings with 4 units in each building. The proposed clusters are shown on Exhibit A1 attached to the Master Deed.

The present and proposed access to the development is through Westgate Drive and Linda Lane, as shown on the site plan map attached to the Master Deed and entitled, "Exhibit I".

The anticipated completion date of the present offering is one year from date of registration and the anticipated completion date of the entire development is five years.

SECTION D
COMMUNITY INFORMATION

The following information regarding community facilities is not intended to be inclusive, but will afford the prospective purchaser a reasonably comprehensive view of the location and description of these facilities.

- (a) Police Protection: Presently consists of a force with over 120 regular policemen equipped with over 30 patrol cars dispatched from a centrally located police station.
- (b) Fire Protection: A firefighting force of approximately 70 paid firemen and over 200 volunteers service Edison Township. Fire station is located approximately one mile from the development on New Dover Road.

- (c) Hospitals: Muhlenberg — located 2-½ miles west on Randolph Road.
John F. Kennedy — located 3 miles south on County Route 27.
- (d) Schools: Elementary, Parochial and High Schools are located within a 3 mile radius of the development.
- (e) Solid Waste Collection:
The development will be provided with sanitary sewerage facilities by means of an 8-inch collector line flowing by gravity to a pump station presently under construction by Edison Township. Effluent will be transported via 16-inch forcemain for treatment at the Middlesex County Sewerage Authority treatment facility located in Sayreville. Approval for this has been granted by State of New Jersey and Middlesex County Sewerage Authority.
- (f) Potable Water:
Public water service consisting of an 8-inch main will be extended from an existing 12-inch main located on Inman Avenue throughout the project.
Adequate storm water facilities have been provided for and approved by Edison Township.
- (g) Utilities:
Electricity to be supplied by Public Service Electric and Gas Company. Gas to be supplied by Public Service Electric and Gas Company. Telephone to be supplied by New Jersey Bell Telephone Company. Cable T.V. to be supplied by Raritan Valley Cablevision, Metuchen, New Jersey.
- (h) Places of Worship:
There are places of worship of various denominations within close proximity to the project in the Township of Edison.
- (i) Major Streets:
The development is located on a major street known as Inman Avenue and is close to other major streets such as Oak Tree Road, North Plainfield Road and Amboy Avenue. In addition, Interstate Route 287 and the New Jersey Turnpike are in close proximity to the project, as well as U.S. Route No. 1.

SECTION E

NATURE OF COMMON ELEMENTS, RECREATIONAL AREAS AND IMPROVEMENTS

All of the land in the development not comprising individual lots and municipal roads will be owned by the Association and will provide the recreational amenities for the owners of the individual units. This land and the improvements will be referred to as the common properties. The land in the common properties will generally be preserved in its natural state and utilized as green area. Each individual unit owner will typically have title to his condominium unit as well as an undivided percentage interest in the common elements as tenants in common with other unit owners.

There will be a community center measuring approximately 2,000 square feet; a 2800 square foot swimming pool; two tennis courts; and a landscaped berm near the intersection of Addalia and Linda Lanes. The community center will be carpeted, except in those areas where activities would dictate otherwise, i.e., dance area, restrooms, kitchen area, etc., and it will be air-conditioned but will not be supplied with furniture or draperies. Where carpeting is inappropriate, the flooring will be resilient tile. There will be fully equipped men's and ladies' rooms. The community center will be supplied with a stove and refrigerator, and the infirmary will have a medicine cabinet and first-aid kit.

The swimming pool, community center, and all amenities will be completed at the end of two years from the date of registration by the Department.

SECTION F

COMMON ELEMENTS — MANAGEMENT

Upon the Condominium Plan becoming effective, the responsibility for management of the affairs of the condominium property shall be assumed by the Association, as set forth in its By-Laws. All owners of Condominium Units shall be members of the Association. The members will initially be the Developer, to the extent that it remains the owner of any unsold Condominium Units, and all other persons having acquired Condominium Units. Membership cannot be assigned, hypothecated or transferred in any other manner except as appurtenance to a Unit. The voting provisions respecting such membership are fully set forth in the By-Laws of the Association, the proposed form of which is attached hereto as an Exhibit. The Association will be governed by a Board of Directors of not less than seven (7) persons. The Board of Directors, subsequent to the first Board, shall be elected by the members of the Association at the annual meeting of the Association.

At the time of closing of title to the first unit, the Board of Trustees of Westgate Square Association, on behalf of the Association, will enter into a management agreement with Franklin Estates, Inc., a corporation wholly owned by the Developer. The Management Agreement, attached hereto as an Exhibit, is for a term of one (1) year and is renewable for additional one (1) year periods, if so agreed to by the parties. The agreement delegates to the manager, a number of the powers and duties of the Board of Trustees of the Condominium Association, such as the hiring and discharging of employees, maintenance repair and alterations of the condominium property, purchase of supplies and equipment, entering into contracts for the maintenance and repair of the common elements, the collection of assessments, payments of expenses of the Association, depositing of funds received, maintenance of insurance as required by law in the condominium documents, rendering of monthly statements of collection and disbursements, preparation of annual operating budget and the maintenance of proper records for the accountants, and other things deemed reasonable, necessary or desirable by the Board of Trustees to oversee the proper management of the Association's property. The annual fee to be paid to Franklin Estates, Inc. for the services rendered is \$19,008.00. This management fee is a common expense of the Association and is reflected in the estimated operating budget for the first year of operation of the condominium.

SECTION G

CONTROL & MANAGEMENT — COMMON ELEMENTS

A detailed procedure for the administration and management of Westgate Square Association, including provisions respecting membership and voting; meeting of the membership; method of selection and removal of directors and officers and their powers, duties and compensations; finances and assessments; additions and alterations, manner of compliance and procedure upon default; acquisition of units and the provisions concerning their use, maintenance and enjoyment; procedure for amendment and recordation of the By-Laws; indemnification of directors and officers; survival of liability of a member; liens; and all other rules and regulations, are set forth in the By-Laws of the Association, which shall be recorded together with the Master Deed. The proposed form of these By-Laws is attached hereto as an Exhibit.

Control of the Association shall be surrendered to the Condominium Unit Owners in the following manner:

1. Upon conveyance of 25% of the Condominium Units, not less than 25% of the members of the Board of Directors shall be elected by the Condominium Unit Owners;

2. Upon conveyance of 50% of the Condominium Units, not less than 40% of the members of the Board of Directors shall be elected by the Condominium Unit Owners;
3. Upon conveyance of 75% of the Condominium Units, the Developer's control of the Board of Directors shall terminate and at such time the Condominium Unit Owners shall elect the entire Board of Directors, except that so long as any Condominium Units remain unsold, in the regular course of business, the Developer may retain one member on the Board of Directors.
4. The turnover of control shall be in accordance with N.J.A.C. 5:26-6.5(a)5.

The Developer may surrender control of the Board of Directors of the Association prior to the time as specified, provided the Condominium Unit Owners agree by a majority vote of those eligible and present to vote, to assume control. Once controlled by the Condominium Unit Owners, the Association shall not take any action that would be detrimental to the Developer's sale of the remaining unsold Condominium Units.

SECTION H

WESTGATE SQUARE ASSOCIATION PROJECTED OPERATING BUDGET INITIAL YEAR OF OPERATION

PROJECTED INCOME:	MONTHLY	ANNUALLY
396 Units at \$46.00 per month	\$18,216	\$218,592
PROJECTED OPERATING EXPENSES:		
Insurance		
Public Liability, Workmen's Compensation, Fire and Extended Coverage	2,891	34,692
Rubbish Removal	1,188	14,256
Repairs & Maintenance:		
(a) Landscaping, Lawn Care, Parking Lots		
(b) Pool, Supplies & Personnel		
(c) Other Common Areas	5,748	68,976
Administrative Costs		
Including part-time office help & taxes	793	9,516
Snow Removal	1,584	19,008
Utility Charges:		
(a) Heating & Electricity — Clubhouse		
(b) Water — Clubhouse		
(c) Swimming Pool		
(d) Street Lighting		
(e) Site — Lighting	3,168	38,016
Management Fee	1,584	19,008
Replacement Reserves:		
Useful	Monthly	Annual
Life Description	Amount	Amount
25 yrs. Paving	378.00	4,536.00
20 yrs. Roofs	378.00	4,536.00
5 yrs. Common Electrical	37.80	453.60
5 yrs. Common Plumbing	37.80	453.60
10 yrs. Gutters & Downspouts	63.00	756.00
Recreation		
30 yrs. Pool	113.40	1,360.80
10 yrs. Pool Fence	25.20	302.40
10 yrs. Pool Equipment	37.80	453.60
15 yrs. Tennis Courts	63.00	756.00
20 yrs. Tennis Fence	25.20	302.40
40 yrs. Clubhouse	100.80	1,209.60
TOTAL PROJECTED OPERATING EXPENSES	\$18,216	\$218,592

The foregoing is a proposed budget for the operation and maintenance of the common elements and facilities in Westgate Square. Based upon the figures contained in the proposed budget, each unit in the development will be subject to an annual assessment of \$552.00. The annual assessment is payable in monthly installments of \$46.00. These figures are based upon full occupancy.

Each member shall, in addition, be required to maintain with the Association a sum equal to 1/6th of the estimated annual assessment of his Unit as security by the Association for working capital.

SECTION I

DESCRIPTION OF MANAGEMENT CONTRACT

The common properties will be managed through a management contract and will be governed by the following restriction:

"Any contract or agreement affecting the use, maintenance, management or access of the common elements and facilities entered into between the Developer and itself, or a company owned, operated or controlled by the Developer, or in which it has a financial interest prior to the Owners being entitled to elect a majority of the members of the board, shall not be entered into for a period in excess of one year. Such contracts or agreement shall be renewed for periods in excess of one year and the Association may, at the expiration of any one year period, terminate any further renewals or extensions thereof."

Management Contract is Exhibit E attached hereto.

SECTION J

RELATIONSHIP BETWEEN DEVELOPER AND MANAGEMENT AGENT

The management firm will be the developer, Franklin Estates, Inc.

SECTION K
MASTER DEED

A copy of the Master Deed, attached hereto as Exhibit A , dated _____ and recorded in the Middlesex County Clerk's Book _____ page _____

SECTION L
OCCUPANCY, ALIENATION AND UNIT ALTERATION RESTRICTION

Restrictions affecting the individual condominium units or interest therein are set forth in detail in Sections 10, 15, and 24(b), 24(d) and 24(e) of the Master Deed, and in Article VIII, Sections 8, 9, 10, 11 and 12 of the By-Laws, both of which are attached hereto as Exhibits A and C, respectively.

SECTION M
PROPOSED DEED AND CONTRACT OF SALE

Deed to individual units, Exhibit G, and Contract of Sale, Exhibit F, are attached hereto.

SECTION N
CONTRACT ESCROW PROVISIONS

All deposit monies paid under the Contract of Sale shall be held in escrow for at least the seven-day rescission period and if this agreement is not rescinded, for a further period of time until closing or termination of this agreement. The Purchaser shall have the right to cancel this Contract or Agreement by sending or delivering written notice of cancellation to the Developer by midnight of the seventh calendar day following the day on which it was executed. Such cancellation is without penalty, and any deposit made by the Purchaser shall be promptly refunded in its entirety.

The name of the escrow agent is Sidney K. Neidich, and the deposit of monies will be deposited in escrow at Peoples National Bank of North Jersey, P.O. Box 97, Denville, New Jersey 07834.

SECTION O
TITLE INSURANCE

The Developer is not offering a policy of title insurance to cover the interest of the purchaser or that of the mortgagee. However, Developer pursuant to the terms of the Contract of Sale, agrees to convey to Purchaser by Deed of Bargain and Sale, covenant against grantor only, his unit free from all encumbrances, except as specifically set forth in the Contract, and the willingness of a reputable title insurance company doing business in the State of New Jersey to insure title to the subject premises, at standard rates, shall constitute conclusive evidence of the marketability of the title to be conveyed to Purchaser.

Purchaser may, of course, obtain title insurance through his attorney or through the Developer if the Purchaser is not represented by his own counsel, at a nominal fee plus the applicable premium.

SECTION P
ENCUMBRANCES, EASEMENTS, RESTRICTIONS AND ZONING REGULATIONS

The development is located in the RA residential zone of Edison Township, approved as to a townhouse condominium project, having a medium-low density of ~~two~~ ^{5/4} units per acre.

The units will be subject to the normal utility easements, such as electric, gas and telephone. The restrictions are specifically set forth in the Master Deed, enumerated in detail in Sections 10, 15 and 24(b), 24(d) and 24(e), and in the By-Laws, enumerated in Article VIII, Sections 8, 9, 10, 11 and 12. The Master Deed and the By-Laws are Exhibits A and C, respectively, attached hereto.

SECTION Q
EFFECT OF NATURAL FORCE ON DEVELOPMENT

The townhouse development is located on the northerly side of Inman Avenue (County Route 2-R-13), and two accesses from Inman Avenue have been approved by local and county agencies. The development is bounded on the east by the Lehigh Valley Railroad, ie., Consolidated Rail Corporation. Improvements to Inman Avenue at the intersection with the railroad to provide means of ingres and egress from the development have been provided and approved by local and county agencies. The development will not be adversely affected by noise level from the immediate area as buildings are located a minimum of 400 feet from the nearest roadway. Traffic reports have been submitted and approved by local and county agencies to substantiate the development will not adversely affect the traffic safety of the area.

The site is bounded to the east by Consolidated Railroad and a restricted industrial zone. Nature of business in restricted industrial zone will not have an adverse effect on the site as to noise or pollutants.

The Department of Housing has established that part of the premises is in a flood zone area known as Zone A4. In addition, the Department has established a 100-year flood elevation of 58 feet. None of the buildings will be constructed in whole or in part in the development ~~below this elevation. For those purchasers obtaining mortgages, flood insurance will be required. However, because of the 100-year flood elevation of 58 feet, a favorable flood insurance rate will apply to all units in the development.~~

IN THIS ZONE.

SECTION R
EFFECT ON DEVELOPMENT OF NOISE OR POLLUTION

No portion of the property is subject to man-made forces that would tend to adversely affect the use or enjoyment of the property such as, but not limited to, the property's proximity to airports, or flight paths, railroads, noisy or polluting industrial use or other similar forces. However, it should be noted that the Lehigh Valley Railroad on the east of the development provides for through-train traffic on a daily basis.

SECTION S

REAL ESTATE TAXES

At the time of closing title to an individual unit, it is possible that only the value of the land has been assessed for real estate tax purposes and the unit will be subject to an added assessment by the tax Assessor for the improvements that have been erected thereon.

The tax ratio and tax rate for the last three years for the Township of Edison are as follows:

	Assessed Valuation	Tax Rate	Tax Ratio
1982	\$14,600.	3.99	49.85
1981	\$14,600.	3.75	57.47
1980	\$14,600.	3.62	65.95

The estimated real estate tax on an individual unit will be approximately one-half of the selling price by the current rate per \$100.00 of valuation.

SECTION T

SPECIAL TAXES OR ASSESSMENTS

No special taxes are contemplated. However, each individual unit may be subject to a special assessment from the Association for failure to maintain the premises in accordance with the rules and regulations promulgated by the Association, the authority for which appears in the Master Deed.

Any special assessment made prior to settlement will be the responsibility of the developer. Developer will pay any and all roll-back taxes regardless of when assessed.

SECTION U

ESTIMATED TITLE CLOSING COSTS CHARGED BY DEVELOPER

The Developer will supply a metes and bounds location survey with the requisite certification thereon to the Purchaser for his individual unit at a cost of \$150.00.

Upon the closing of title, Purchaser shall become a member of Westgate Square Association and shall pay at the closing a non-refundable membership fee of \$100.00, together with two months' advance maintenance fees and the prorated share of the month of closing. The \$100.00 membership fee will be deposited in the general treasury of the Association.

SECTION V

WARRANTIES BY DEVELOPER

The developer warrants the following:

- a. The construction of the unit or interest as provided in the New Home Warranties and Builders' Registration Act, C.467, P.L. 1977.
- b. That the following to be free from defect due to material and workmanship for a period of one year from the date of possession or settlement: outbuildings, driveways, walkways, patios, retaining walls and fences.
- c. That all drainage is proper and adequate and that all off-site improvements are free from defects for a period of one year from the date of construction.
- d. That all lots, parcels, units or interests are fit for their intended use.
- e. The construction of the common facilities for a period of two years from the date of completion of each of the common facilities.
- f. That the common facilities are fit for their intended use.
- g. That any lot, parcel, unit, interest or common facility will substantially conform to the model, description or plans used to induce the purchaser to enter into a contract or agreement to purchase unless noted otherwise in the contract.
- h. The developer shall repair or correct any defect in construction, material or workmanship in the common facilities within a reasonable time after notification of the defect.

All of the above warranties shall survive the closing of title and delivery of deed to a respective purchaser for those periods of time as enumerated above. As to Warranty (a) above, a purchaser has the right to file a complaint with the appropriate state agency if he has been unable to make the appropriate adjustment with the developer. The State of New Jersey provides a fund for the reimbursement to claimants if, in fact, any breach of warranty is found. A developer has a choice of contributing a fee to the state insurance fund from the sale of each unit, or, in the alternative, purchasing a private plan of insurance approved by the State of New Jersey. As to the balance of the warranties, a purchaser has the right to bring an action in an appropriate court of the State of New Jersey for redress.

SECTION W

PREVIOUS DEVELOPMENTS BY DEVELOPER

NAME	NO. UNITS	LOCATION
Winding River Village	255	Winding River Road Brick, N.J.
Bay Harbor Estates	74	Hooper & Van Cortland Brick, N.J.
Briar Mills North	174	Lanes Mill Road Brick, N.J..

Briar Mills South	168	Lanes Mill Road Brick, N.J.
Brookside Estates	36	Lanes Mill & Herbert Road Brick, N.J.
Monterey Estates	17	Brick, N.J.
Kingston Court	35	Lakewood, N.J.
Seaview Village	400	Hooper Ave. & A Street Brick, N.J.

SECTION X

RIGHT OF CANCELLATION

THE PURCHASER SHALL HAVE THE RIGHT TO CANCEL THE CONTRACT OR AGREEMENT BY SENDING OR DELIVERING WRITTEN NOTICE OF CANCELLATION TO THE DEVELOPER BY MIDNIGHT OF THE SEVENTH CALENDAR DAY FOLLOWING THE DAY ON WHICH IT WAS EXECUTED. SUCH CANCELLATION IS WITHOUT PENALTY, AND ALL MONIES PAID BY PURCHASER SHALL BE PROMPTLY REFUNDED.

SECTION Y

HAZARD AND LIABILITY INSURANCE

As the units purchased are fee simple ownership, the Purchaser shall supply his own hazard and liability insurance and assume the cost thereof. The Association will assume the responsibility for insurance on the common properties and a proportionate share of said premiums will be part of the monthly assessment to each unit owner.

EXHIBIT A

MASTER DEED

THIS MASTER DEED, made this day of 1982, by FRANKLIN ESTATES, INC., a New Jersey corporation, having offices at 1640 Vauxhall Road, in the Township of Union, County of Union and State of New Jersey, (hereinafter referred to as "Grantor").

WITNESSETH

WHEREAS, Grantor is the owner of the real property located in the Township of Edison, County of Middlesex and State of New Jersey, which property is more particularly described in Schedule "A" annexed hereto and made a part hereof; and

WHEREAS, Grantor desires to create on said property a residential community with open spaces and other common facilities for the benefit of the community; and

WHEREAS, Grantor desires to provide for the preservation of the values and amenities in the community and for the maintenance of the open spaces and other common facilities; and to this end, desires to subject the real property described in Schedule "A" to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Grantor desires to develop the entire tract, consisting of 396 units, pursuant to the provisions of N.J.S.A.46:8B-1, et seq. (the "Condominium Act"), under the name of "WESTGATE SQUARE", and to that end, this Master Deed is to be executed and recorded, together with all necessary exhibits thereto; and

WHEREAS, Grantor has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency, which shall own land and common facilities and to which should be delegated and assigned the powers of maintaining and administering the common properties and facilities, administering and enforcing the covenants and restrictions and collecting and disbursing the assessment and charges hereinafter created; and

WHEREAS, Grantor shall incorporate under the laws of the State of New Jersey, as a non-profit, "Westgate Square Association" for the purpose of exercising the functions of the aforesaid.

NOW, THEREFORE, the Grantor declares that the real property described in Schedule "A" is, and shall be held, transferred, sold, conveyed and occupied, subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, as well as the Articles of Incorporation, By-Laws and Rules and Regulations of Westgate Square Association; and all of the aforesaid, sometimes hereinafter referred to as "covenants and restrictions".

1. Purpose:

Grantor does hereby submit, declare and establish Westgate Square, in accordance with N.J.S.A.46:8B-1 to 30, for that parcel of land described in Exhibit "A" aforesaid, all as shown on that certain final site plan entitled:

"Westgate Square, situated in Edison Township, Middlesex County, New Jersey", dated April 7, 1982, prepared by Goodman, Allgair & Scott, P.E. L.S., and attached hereto as part of Exhibit "B" and make a part hereof.

2. Definitions:

The term used herein and in the By-Laws shall have the meanings stated in the Condominium Act and as follows unless the context otherwise requires:

- (a) "Assigns" means any person to whom rights of a unit owner have been validly transferred by lease, mortgage or otherwise.
- (b) "Association" means the entity responsible for the administration of Westgate Square, which entity shall be Westgate Square Association.
- (c) "By-Laws" means the governing regulations adopted pursuant to the Condominium Act for the administration and management of the Condominium property.
- (d) "Common Elements" means general common elements, all as hereinafter defined. Common elements do not include a Unit.
- (e) "Common Expenses" means expenses for which the unit owners are proportionately liable, including but not limited to:
 - (i) all expenses of administration, maintenance, repair and replacement of the common elements;
 - (ii) funds collected from unit owners as common expenses or otherwise; and
 - (iii) receipts designated as common by the provisions of the Condominium Act, the Master Deed or the By-Laws.
- (f) "Common surplus" means the excess of all common receipts over all common expenses.
- (g) "Condominium" means the form of ownership of real property under a Master Deed providing for ownership by one or more owners of units or improvements together with an undivided interest in common elements appurtenant to each such unit.
- (h) "Condominium property" or "property" means the land covered by the Master Deed, and all improvements thereon, including the buildings, recreational facilities and structures, the garages, all driveways and parking areas and walkways and all easements, rights and appurtenances appurtenant thereto or intended for the benefit thereof.
- (i) "Grantor" means Franklin Estates, Inc., its successors and assigns.
- (j) "General common elements" means all appurtenances and facilities and other items set forth in N.J.S.A. 46:8B-3(d) which are not part of the Units.
- (j(a)) "Limited common elements" means those common elements which are for the use of one or more specified units to exclusion of other units.
- (k) "Majority" or "majority of the unit owners" means the owners of more than 50% of the aggregate number of shares of the Association.
- (l) "Master Deed" means the Master Deed recorded under the terms of the Condominium Act, as such Master Deed may be amended or supplemented from time to time.
- (m) "Member" means the owner or co-owner of a unit.
- (n) "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.

(o) "Unit" means a part of the Condominium property designed or intended for residential use, having a direct exit to a common element or common elements leading to a public street or way or to an easement or right of way leading to a public street or way, and includes the proportionate undivided interest in the common elements assigned thereto in the Master Deed or any amendment thereof. A unit is more particularly described in Article 4 of this Master Deed.

(p) "Unit deed" means a deed of conveyance of a unit in recordable form.

(q) "Unit owner" means the person or persons owning a unit in fee simple.

(r) "Utility services" includes but is not limited to electric power, gas, hot and cold water, heating, refrigeration, air-conditioning, garbage and sewage disposal.

3. Description of Project:

The project will consist of a total of 396 condominium units located on a total of 65.92 acres, on the northerly side of Inman Avenue and west of the Lehigh Valley Railroad tracks. The project will be developed in 24 clusters, consisting of 16 units per cluster made up of 4 buildings with 4 units in each building, and one cluster consisting of 12 units or 3 buildings with 4 units in each building. The proposed clusters are shown on Exhibit A1 attached hereto.

4. Description of Units

The dimensions, area and location of the units are as shown graphically on Exhibit A1 aforesaid and as shown in the plans thereof, attached hereto and made a part hereof as Exhibit A1, Sheets 2-4 respectively, 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 surfaces of the four walls, the basement floor, slab floor and garage floor, and the ceiling on the Units as follows:

Bottom: The bottom of the unit is a horizontal plane through the lowest point of the interior surface of the finished basement floor, slab floor and garage floor, and extending in every direction to the point where it closes with the interior finished and unpainted surfaces of the four walls of the dwelling.

Top: The top of each Unit is along and coincident with the unfinished underside of the roof to where it closes at every side of such Unit.

Front: The front of the Unit is a vertical plane along and coincident to the interior finished and unpainted surface of the front wall. It extends downward so that its lower limit coincides with the forward limit of the bottom. It extends upward so that its upper limit coincides with the forward limit of the top. It extends laterally, in each instance and closes with the sides.

Rear: The rear of the Unit is a vertical plane along and coincident with the interior finished and unpainted surface of the rear wall. It extends downward so that its lower limit coincides with the rear limit of the bottom. It extends upward so that its upper limit coincides with the rear limit of the top. It extends laterally and closes with the sides.

Sides: The sides of each Unit are vertical planes along with the interior finished and unpainted surface of the side walls and then extend upward and downward so as to close the area within the dwelling bounded by the bottom, top, and front and rear of the Unit.

Each unit also includes all appliances, fixtures, interior partitions and other improvements to be constructed or located within the unit described and shall include the following individual appurtenances which are exclusive to such unit although all or parts thereof may not be located within the unit:

- (a) Complete heating system and any standard air-conditioning system (including compressors) which may be installed.
- (b) Hot water heater.
- (c) Complete plumbing system.
- (d) All utility meters not owned by the public utility or agency supplying service.
- (e) All electrical wiring and fixtures.

No pipes, wires, conduits or other public utility lines or installations constituting a part of the overall systems designed for the service of any particular single unit or for the entire building or buildings or other units therein nor any of the structural members of portions of any kind, including fixtures and appliances within the unit, which is not removable without jeopardizing the soundness, safety or usefulness of the remainder of the buildings shall be deemed to be a part of any unit, the same being deemed Common Elements as hereinafter defined. The word "unit" when used throughout this instrument shall be deemed to refer to each of the aforesaid three hundred ninety-six (396) units as herein described.

5. "Common Elements"

The term, "common elements", when used throughout this instrument shall mean both general and limited common elements, (in all instances the term "general common element(s)" shall also mean "general common area(s)" and term "limited common element(s)" shall also mean "limited common area(s)") and the ownership of both are vested in all the unit owners subject to provisions hereinafter stated in this instrument.

(a) General Common Elements:

All appurtenances and facilities and other items set forth in N.J.S.A. 46:8B-3(d) which are not part of the units or individual appurtenances as hereinabove described in Article 4 or not limited common elements as hereinafter described, shall comprise the general common elements as graphically shown on Exhibit A1 and C aforesaid. The general common elements shall include by way of description, but not by way of limitation:

(1) All lands described in Exhibit "A" aforesaid and which are not limited common elements hereinafter described, whether or not occupied by a building or structure containing the above described units.

(2) All streets, curbs, sidewalks, stoops, driveway areas, yards, walkways, parking areas, subject to the provisions set forth in subparagraph (b) of this article of the Master Deed.

(3) Lawn areas, shrubbery, conduits, utility lines and waterways, subject to the easements and provisions set forth in Article 7c hereof.

(4) The electrical, cable T.V. and telephone wiring network throughout the condominium tract.

(5) The inground swimming pool and facilities appurtenant thereto.

(6) Public connections for gas, electricity, light, telephone and water.

(7) Exterior lighting and other facilities necessary to the upkeep and safety of the buildings and grounds.

(8) The pool, tennis courts and any other recreational facilities, subject to the right of the Association to adopt rules and regulations governing their use.

(9) Any easement or other right hereafter granted for the benefit of the unit owner(s).

(10) All other appurtenances, facilities or elements of the Condominium rationally of common use or necessary to the existence, upkeep and safety thereof.

Each unit owner or co-owner, tenant or occupant of a unit may use the elements held in common in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other owners, co-owners, tenants or occupants.

(b) "Limited Common Elements"

The deck attached to each Unit, as shown on Exhibit C, the architectural plans, is a "Limited Common Element". The deck is for the exclusive use of the appurtenant Unit and shall be repaired and maintained by the Unit Owner except as to structural repairs and repainting, which shall be the obligation of the Association. The deck may not be added to, modified or altered without the consent of the Association. In all instances in this Master Deed and the attached By-Laws, where the word "deck" is used it shall also mean to include, as applicable, any patio which is appurtenant to a Unit.

(c) Owner's Easement and Enjoyment:

Subject to all the terms, provisions and conditions of this Master Deed, the Articles of Incorporation, By-Laws and Rules and Regulations of the Association, every owner shall have a right and easement of enjoyment in and to the common elements and such easement shall be appurtenant to and shall pass with the title to every Unit.

6. Ownership Estate and Percentage Interest

The owners of a 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 to each Unit, an undivided interest in the common elements of the Condominium as set forth in Exhibit A1 attached hereto and made a part hereof, subject to any amendments as herein provided. The said appurtenant, undivided interest in the common elements shall not be divisible from the unit from which it appertains.

The percentage interest, applicable to each Unit as set forth in Exhibit D shall be used to allocate the burden of common expenses, the division of proceeds, if any, resulting from casualty loss and eminent domain proceeding or any sale and the division of profit, if any, of the condominium unit(s) having common ownership of the common elements. Such percentage shall not be changed without the acquiescence of all of the owners of all of the condominium units aforesaid, which change, if made, shall be evidenced by an appropriate amendment to this Master Deed recorded in the Office of the Clerk of Middlesex County.

Said percentage is expressed as a finite number to avoid an interminable series of digits. This percentage shall remain fixed, except as herein provided.

The foregoing percentage shall have no relation to the number of votes allocated to each unit owner as a member of the Association. In that matter, each unit, after conveyance from the Grantor, shall be entitled to one vote, all as more specifically set forth in the Association's By-Laws.

The Grantor reserves the right, for so long as it shall remain the owner of any of the units to change the price or value of such units. However, no change in the price of any of the units shall change or otherwise affect the percentage of interest of any of the said units in the common elements.

7. Easement — Rights

Each and every unit owner shall take, subject to, among other items, the following easements and rights:

(a) Grantor, for itself, its successors and assigns, hereby declares that every unit owner shall have a perpetual easement in, upon, through and over the land described in Exhibit "A" aforesaid, to keep, maintain, use, operate, repair and replace this unit in its original position and in every subsequent position to which it changes by reason of the gradual forces of nature and the elements.

(b) Grantor hereby reserves unto itself, its successors and assigns, an easement in, upon, through and over the common elements for as long as the said Grantor, its successors and assigns, shall be engaged in the renovation, development and sale of condominium units, which easement shall be for the purpose of renovation, installation, maintenance and repair of the existing building and appurtenances thereto, for ingress and egress to all unsold condominium units and all common elements, and for use of the areas, roadways, parking lots, existing and future model units for sales promotion and exhibition. In addition, Grantor hereby reserves the irrevocable right to enter into, upon, over or under any condominium unit for a period of two (2) years after the date of delivery of the unit deed for such purposes as may be reasonably necessary for the Grantor or its agents to complete the Condominium or service any unit thereof, provided, however, that except in the case of any emergency, prior notice shall be given and entry shall be during reasonable hours.

(c) Grantor, for itself, its successors and assigns, hereby declares that, subject to the additional rights and easements created in this Article 7, each unit owner shall have a perpetual easement for the possession, use and enjoyment of that limited common element, namely the deck which are appurtenant to a unit; and all unit owners shall have a perpetual easement to use the various parking areas and driveways appurtenant thereto and, including all parking areas between the curblines, located on either side of said driveways, as shown in Exhibit B aforesaid, subject, however, to the restriction that there shall be no parking, temporarily or permanently, of any type of vehicle, within the courtyards or the entry driveway to said courtyards.

(d) Grantor for itself, its successors and assigns, further declares that every unit owner shall have a perpetual and exclusive easement for the maintenance, use, operation, repair and replacement of any portion of the heating, any air conditioning, plumbing, utility, electrical or other mechanical systems and facilities not located within the unit.

(e) Grantor reserves unto itself, its successors, (including the Association), assigns and agents, an easement in, upon, through and over the property comprising the common elements for the purpose of installation, maintenance, repair and replacement of all sewer, water, power and telephone, cable T.V., pipes, lines, mains, conduits, waters, poles, transformers and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system serving the Condominium property. Grantor's rights, but not the Association's, its assigns or agents rights, shall expire upon the title closing to the 16th unit.

(f) Every unit owner shall have a perpetual easement for the continuance and maintenance thereof, of any encroachment by his unit on any surrounding unit or on any common element, now existing as a result of the renovation, maintenance, repair, settlement, construction, reconstruction, shifting or movement of any portion of the building, or which may come into existence hereafter as a result of the building of a unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the building stands.

(g) A perpetual easement to and for the benefit of the Township of Edison, Middlesex County, New Jersey (but not the public in general) to enter upon the common elements, including, but not limited to, all roadways, streams, ponds, parking areas, driveways, easements, recreational facilities, walkways, sidewalks thereon, for the purposes of maintaining the safety, health, welfare, police and fire protection of the citizens of the Township, including the residents of these properties. Notwithstanding any language to the contrary contained within this Master Deed, this Subparagraph (g) shall not be amended, changed, or deleted in any manner, without the prior consent of the Township of Edison.

(h) Any utility easements, stream, channel easement and any other easements and restrictions of record and Grantor's Agreement heretofore filed, filed hereinafter by Grantor.

(i) The right of the Association, as provided in its By-Laws, to suspend the enjoyment rights of any unit owner for any period during which any assessment remains unpaid, or for any period during which any infraction of its published rules and regulations 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 be a waiver or discharge of the unit owner's obligation to pay the assessment.

(j) The right of the Association to charge admission and other fees for the use of the common elements and/or any facilities therein, for use by the guests of the Unit Owners.

(k) The right of the Association to dedicate or transfer, **provided that** any such dedication or transfer is first subject to the acceptance thereof by such public entity or agency, all or any part of the common elements to any public entity, including any municipal, county, state, federal, or other public agency, authority or utility, for such purposes and subject to such conditions as may be agreed upon by the unit owners and first mortgage holders, provided that no such dedication, transfer, or determination, as to the purposes of, or as to the conditions of, such dedication or transfer, shall become effective unless such dedication, transfer and determination as to the 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 members of the Association, and all first mortgage holders, and unless written notice of the proposed resolution, authorizing such action is sent to every unit owner and first mortgage holder at least ninety (90) days in advance of the scheduled meeting, as which such action is taken. A true copy of such resolution, together with a certificate of the result of the vote taken thereon, 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 prior to the recording thereof in the Office of the Middlesex County Clerk. Such certificate shall be conclusive evidence of authorization by the unit owners.

(1) The right of an individual unit owner, if applicable, to free and unobstructed access to and exclusive use of that unit's garage, notwithstanding the fact that the entrance to said garage is located on the common elements.

Notwithstanding any language to the contrary stated in this Master Deed, the Grantor, its successors and assigns, shall have the absolute sole right, without the need of the consent of the Association, its members or unit owners, to execute any utility easements, provided same are to the benefit of the lands described in Schedule "A" or easements as required by the Township of Edison or County of Middlesex, New Jersey.

8. By-Laws and Administration

The administration of the common elements of Westgate Square shall be in accordance with the provisions of the Condominium Act, this Master Deed, the Articles of Incorporation, the By-Laws attached hereto as Exhibit E and made a part hereof, and any other documents, amendments, or supplements to the foregoing which may subsequently be required by a lending institution, the Federal Housing Administration, Veterans Administration, Federal National Mortgage Association, or other governmental agency insuring the mortgage on any unit, by any other governmental agency having regulatory jurisdiction over the Condominium, or by any title insurance company selected by Grantor to insure title to any unit(s). Grantor hereby reserves for itself, its successors and assigns, for a period of the earlier of five (5) years from the date hereof, or title closing as to the last unit, whichever is earlier, the right to execute on behalf of all contract purchasers, unit owners, mortgages, other lienholders or parties claiming a legal or equitable interest in the Condominium, any such agreements, documents, amendments or supplements which may be so required.

By acceptance of a deed to any unit or by the acceptance of any other legal or equitable interest in the Condominium, each and every contract purchaser, unit owner or occupant, or holder of any mortgage or legal or equitable interest in said Condominium does automatically and irrevocably name, constitute, appoint and confirm Grantor, its successors and assigns, an attorney-in-fact for the purpose of executing the foregoing instruments. The Power of Attorney aforesaid is expressly declared to be coupled with an interest in the subject matter and same shall run with the title to any and all Condominium units and be binding upon the successors and assigns of any of the foregoing parties. Further, said Power of Attorney shall not be affected by the death or disability of any principal.

Westgate Square shall be administered, supervised and managed by Westgate Square Association, a non-profit corporation of the State of New Jersey, presently having its principal office at 1640 Vauxhall Road, Union, New Jersey, which shall act by and on behalf of the owners of the units of Westgate Square in accordance with this instrument, the By-Laws of the Association annexed hereto as Exhibit E, and in accordance with the Condominium Act of the State of New Jersey, its supplements and amendments. The said By-Laws form an integral part of this plan of ownership herein described and this instrument shall be construed in conjunction with the provisions of said By-Laws. Pursuant to the requirements of the Condominium Act of the State of New Jersey, Westgate Square Association is hereby designated as the form of administration of Westgate Square, the same being more particularly set forth in the By-Laws of the Association hereunto attached. The said Association shall also be empowered to exercise any of the rights, powers, privileges or duties, which may, from time to time, be established by law or which may be delegated to it by the owners co-owners of units in Westgate Square.

All owners of units shall be members of the Association and agree by acceptance of a deed to any unit or by acceptance of any other legal or equitable interest in the Condominium that they shall be bound by the By-Laws or Rules of the Association for the use of the units or common areas, as these Rules and By-Laws presently exist or as they are hereinafter adopted or amended by the Association as provided in its By-Laws.

9. Management

Westgate Square Association is hereby designated as the managing body of the Condominium and its Common Area. The incorporators and/or initial Directors of the Association shall be appointed by Grantor.

The Association through its Board and at their option, and for the benefit of the Condominium and the Owners may acquire and may pay for out of the maintenance fund, hereinafter provided for, the following:

(a) Water, sewer, garbage, electrical and gas, and other necessary utility services for the Common Areas and (if not separately metered or charged) for the Units, maintenance and gardening service for the Common Areas;

(b) Those premiums relating to bonds and policies of insurance as are required pursuant to the provisions of the Association's "By-Laws" as well as any other kinds and types of insurance which the Association's Board of Directors may deem prudent and desirable. Such insurance shall include, but not by way of limitation, fire and extended property insurance, flood insurance, public liability insurance, workmen's compensation, fidelity bonds, boiler insurance and Director's liability. Such policies may be blanket policies, covering more than one building or unit, the property of Grantor, or any of the foregoing, if the Association and the Grantor pay their proper share of the premium. The Association shall be deemed Trustee of the interest of all owners in any insurance proceeds paid to it under any such policies and shall have full power to receive and to receipt for their interest in such proceeds and to deal therewith.

(c) The services of a person or firm (the "Manager") to manage the Common Areas to the extent deemed advisable by the Association as well as such other personnel as the Board of Directors of the Association shall determine shall be necessary or proper for the operation of the Common Elements whether such personnel are employed directly by the Association or are furnished by the Manager.

(d) Legal and accounting services necessary or proper in the operation of the Association, the Common Elements, or enforcement of these restrictions.

(e) Painting, maintenance and repair of the common elements, and the exteriors of the various Units, or pursuant to the powers set forth in Section 27 of this Master Deed, and such furnishings, equipment and planting for the common elements as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the common elements.

(f) Any other property services, taxes or assessments which the Association is required to secure or pay for, pursuant to the terms of this Master Deed or the By-Laws, or which, in its opinion, shall be necessary or proper for the operation of the Common Elements; provided, however, that if the Association determines that any such property services, taxes or assessments are provided or paid for a single Unit, the cost thereof shall be especially assessed to the Unit Owner of such Unit; provided further, that nothing herein shall permit the Association to assess the Unit Owners for any new improvements or additions to the Common Elements except as hereinafter provided or as stated in the By-Law, Exhibit "E".

(g) Any amount necessary to discharge any lien or encumbrance levied against the Common Elements, or any part thereof, which may, in the opinion of the Association, constitute a lien against any part of such areas rather than merely against the interest therein of particular Unit Owners; where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it.

(h) All assessments against the Unit Owners for costs incurred for the ownership, operation and maintenance of such real and personal property which is or may be held or leased by the Association for the use and benefit of the Unit Owners.

The Association may delegate any of its duties, powers or functions to any person, corporation or firm to act as Manager. Neither the Association, nor the members of its Board, shall be liable for any omission or improper exercise by the Manager of any such duty, power or function so delegated.

The Association or its agents may enter any Unit in the event of any emergency involving illness or potential danger to life or property, or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Association at the expense of the maintenance fund.

The Association shall provide for an annual independent audit of the accounts of the Association and for delivery of a copy of such audit to each Unit Owner within thirty (30) days after completion thereof.

The Association is authorized and empowered to grant such licenses, easements and rights-of-way for sewer lines, CATV, water lines, underground conduits, storm drains and other public or private utility purposes as may be necessary and appropriate for the orderly maintenance, preservation and enjoyment of the Common Elements, or for the preservation of the health, safety, convenience and welfare of the Unit Owners over, in, through those portions of the Common Elements upon which no building or other structure has been erected and through those portions of the property's General Common Elements.

Other than as stated herein or in the By-Laws, (Exhibit E), relating to restoration of damaged improvements, the Association may construct new improvements or additions to the Common Elements of the Property or demolish existing improvements provided that in the case of any improvement, addition or demolition involving a total expenditure in excess of \$10,000.00 the vote of a majority of the Unit Owners (other than Grantor) in the project as to the maximum total cost therefor shall first be obtained, and provided that no Unit shall be altered or damaged by any such demolition or construction without the consent of the Unit Owner thereof. The Association shall levy a special assessment on all Unit Owners in the Property for the cost of such work. The Grantor, while in control of the Association, will not make any alterations or improvements that will cause a special assessment or a substantial increase in the monthly assessment, except in the case of an emergency, or if required by a governmental agency, title insurance company or mortgage lender, nor will Grantor cast any votes so as to change the use of a unit or cause an encroachment upon the Common Elements.

10. Restrictions

This Master Deed is subject to all covenants, restrictions and easements of record, as well as those stated in the attached By-Laws, and to the following restrictions:

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

11. Obligations of Grantor

The Grantor covenants and agrees that for so long as it owns one or more of the condominium units, the Grantor shall be subject to the provisions of this Master Deed and of all exhibits attached hereto; and the Grantor covenants to take no action that will adversely affect the rights of the other owners of condominium units and their successors in interest, as their interests may appear, by reason of the removal of any portion of the Condominium.

12. No Partition

Subject to the provisions of the Master Deed and By-Laws and the Condominium Act, the common elements shall remain undivided and no unit owner(s) shall bring any action of partition or division thereof. In addition, the undivided 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.

13. Compliance by Unit Owners

Each unit owner or occupant shall comply with the provisions of this Master Deed, the By-Laws, the Rules and Regulations of the Association and its representative, and any other documents, amendments or supplements to the foregoing which subsequently may be required by any governmental authority, as same may be lawfully amended from time to time. Failure to comply with any such provisions, rules or regulations shall be grounds for an action to recover sums due, damages or injunctive relief by the Grantor, the Association, and any other unit owner.

14. Amendment

These covenants, conditions and restrictions may be amended as to content as follows:

(a) By the Grantor, so long as Grantor owns four or more units, to effectuate any changes as may be required by any recognized lending institution, any governmental agency insuring a mortgage on any unit, by any other governmental agency having regulatory jurisdiction over this condominium or by any title insurance company that may insure title to a unit. Such amendment shall be effective only upon recordation with the Middlesex County Clerk of an instrument in writing, signed and acknowledged by the Grantor, setting forth the amendment. Said amendment in this instance, need only be signed by the Grantor and not by the Association.

(b) The provisions of this Master Deed other than this Article, may be amended by an instrument in writing, signed and acknowledged by the President and Secretary of the Association, certifying that such amendment has been approved by the vote or written consent of at least seventy-five (75%) percent of the record Owners, subject to the rights of first mortgage holders as provided in Article 33, and such an amendment shall be effective upon its recordation in the Middlesex County Clerk's Office.

Notwithstanding anything to the contrary stated in this Master Deed, the consent of all unit owners shall be required for any amendment effecting a change in (1) the boundaries of any unit, (2) the undivided interest in the common elements appertaining to the unit or the liability for common expenses appertaining thereto, (3) the number of votes in the owners association appertaining to the unit, or (4) the fundamental purposes to which any unit or the common elements are restricted.

Notwithstanding anything to the contrary stated in this Master Deed or the attached "By-Laws", there shall be no amendment to either document if said amendment shall impair or prejudice the rights and priorities of any mortgagee holding a mortgage encumbering any Unit, or be detrimental to the sale of units by the Grantor.

15. Restrictions Against Short Term Leases

No condominium unit shall be rented by the Unit owners thereof for transient or hotel purposes, which shall be defined as "(a) rental for any period less than sixty (60) days' or (b) any rental if the occupants of the unit are provided customary hotel services, such as room service for food and beverage, said service furnishing laundry and linen and bellboy services". No Unit Owner shall rent less than the entire unit. Other than the foregoing obligations, the unit owners shall have the absolute right to lease same provided that said lease is in writing and is made subject to the covenants and restrictions contained in this Master Deed, the By-Laws and other documents referred to herein, including the rights of removal and amendment reserved to Grantor herein. The foregoing restrictions shall not apply to any lender in possession of a unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure.

16. Insurance — Damage or Destruction

(1) The Association, through its Board of Directors, shall, as stated in Article 9, be required to obtain and maintain not only flood insurance for those Common Elements located in a designated flood hazard area but also fire insurance with extended coverage insuring not only all the Common Elements, but also each building containing the Units (including all of the Units and the bathroom and kitchen fixtures initially installed therein by the Grantor, but not including carpeting, drapes, wall covering, fixtures, furniture, furnishings or other personal property supplied or installed by Unit Owners) together with all air-conditioning equipment and other service machinery contained therein and covering the interests of the Condominium, the Board of Directors and all Unit Owners and their mortgagees, as their interests may appear, in the amount determined by the Board of Directors, each of which policies shall contain a standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Directors. All such policies shall provide that adjustment of loss shall be made by the Board of Directors and the net proceeds thereof shall be payable to the Association, subject to rights of the unit mortgagee.

Premiums for any such insurance coverage shall be included in the monthly assessment for common expenses and such premium charges shall be held in a separate escrow account of the Association to be used solely for the payment of said premiums, as same become due.

All policies of physical damage insurance shall contain waivers of subrogation with respect to claims against Unit Owners, their family members and officers and directors of the Association and the Association shall use its best efforts to obtain a waiver of subrogation against Unit Owner's guests and Association employees. Said policies shall also contain waivers of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners or of invalidity arising from any acts of the insured or any Unit Owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all mortgagees of Units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Units at least ten (10) days prior to expiration of the then current policies.

Unit Owners shall carry insurance for their own benefit insuring their carpeting, wallcovering, fixtures, furniture, furnishings and other personal property provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

(2) In the event of damage or destruction to the Condominium Property said damage or destruction shall be promptly repaired and restored by the Association using the proceeds of insurance for that purpose and all costs for repair or reconstruction, in excess of available insurance proceeds shall be a common expense, subject to the following conditions:

(a) If the Common Elements are damaged to the extent of three-fourths of its then replacement cost, which shall be deemed to constitute substantially total destruction of the Condominium Property and if sixty-seven (67%) percent of both (1) the Unit Owners' and (2) the holders of first mortgage liens vote not to proceed with repair or restoration, the Association shall proceed to realize upon the salvage value of the Condominium Property, either by sale or such other means as the Association may deem advisable and shall collect the proceeds of any insurance. Thereupon the net proceeds of such sale, together with the net proceeds of such insurance shall be considered as one fund to be divided among the Unit Owners in proportion to their respective interests of the Common Elements after first paying out of the share due each Unit Owner, such amounts as may be required to satisfy, to the extent monies are available, unpaid liens on the Unit in the order of priority of such liens.

(b) The Association shall arrange in the case of repair and restoration, for the repair and restoration of the Condominium Property, including damage to the Units (including the bathroom and fixtures and appliances supplied or installed by the Grantor but not including carpeting, drapes, wall covering, fixtures, furniture, furnishings or other personal property supplied or installed by a Unit Owner).

(c) In the event that net proceeds of insurance received by or payable to the Association shall exceed the cost of such repair or restoration, then the excess of such insurance proceeds shall be paid by the Association to all Unit Owners in proportion to their respective interests in the Common Elements after first paying out of the share due each Unit Owner, such amounts as may be required to reduce unpaid liens on the Unit in the order of priority of such liens.

(d) In the event that the net proceeds of insurance received by or payable to the Association is insufficient to cover the cost of such repair or restoration and the Unit Owners have not voted not to proceed with the repair or restoration then in that event the Association shall cause such repair or restoration to be done and the cost of same not covered by insurance proceeds shall be levied against each Unit in accordance with its respective interest in the Common Elements.

(e) Restoration and repair of the damage to the interior of any individual Unit shall be made by and at the expense of the Owner of said Unit and in the event of a determination to rebuild partial or total destruction, it shall be completed as promptly as practicable, and in a lawful and workmanlike manner.

(f) Six months from the date of any partial or total destruction, if a Resolution to not rebuild has not been adopted, as herein provided, or if reconstruction has not actually commenced within said period, then the covenant against partition, shall terminate and be of no further force and effect.

Any such reconstruction or repair shall be substantially in accordance with the plans and specifications attached hereto as Exhibit C.

Notwithstanding destruction of a Unit and the resulting inability to occupy same, the owner of that Condominium Unit will remain liable for assessments for Common Expenses until such time as the Master Deed is terminated, as aforesaid; in the event of the reconstruction of his Condominium liability for assessments will, of course, continue.

When utilizing the provisions of this Article, a Unit shall also include an adjacent terrace or balcony, which would otherwise be defined as a part of the General, Common or Limited Common Elements.

Notwithstanding any provision to the contrary stated in this Master Deed and the By-Laws, the institutional holder of any first mortgage shall have a first priority as to the distribution to it of the insurance proceeds applicable to that Unit in the event of substantial damage to or destruction of said Unit or in the event that the Unit is the subject matter of any condemnation or eminent domain award.

17. Blanket Mortgages

At its option, Grantor may encumber the entire Condominium property or some or all of the units therein with a single or blanket permanent mortgage constituting a first lien thereon and any such units may be sold or otherwise conveyed or transferred subject to the lien of such mortgage, all in accordance with the provisions of N.J.S.A. 46:8B-23.

18. Common Expenses

Common expenses shall be charges to Unit owners according to the percentage of their respective undivided interest in the common elements as hereinbefore set forth and shall be subject to enforcement by the right of lien, all in accordance with the provisions of the Condominium Act, this Master Deed and By-Laws. The Grantor's obligation to pay common expenses shall be as set forth in the Association's By-Laws. These common expenses shall be paid by each unit owner through a monthly assessment, as more particularly set forth in the Association By-Laws.

In addition to the monthly assessment, the Association shall have the power through its Board of Directors to levy a special assessment(s), against each unit owner according to each unit's undivided percentage interest, all as more specifically set forth in the Association's By-Laws.

Common expenses being those expenses of administration and of maintenance, repair or replacement of the common elements and the expense of administering and maintaining Westgate Square Association and all of its real and personal property in proportions and amounts as shall from time to time, be fixed by the Directors of the Association and to any other expense and reserves that may be lawfully agreed upon. No Unit Owner may exempt himself from contributing toward such expense by waiver of the use or enjoyment of the common elements or by abandonment of the Unit owned by him. Additionally, the Association by action of its Board of Directors shall have the right to establish a Reserve Fund and each Unit Owner by the acceptance of a deed to a Unit, whether it be expressed therein or not, shall be obligated to pay his share of the Common Expenses, monthly assessments, special assessment and Reserve Fund, all as more specifically set forth in the Association's By-Laws.

19. Unpaid Assessment Liens — Foreclosure — Purchase

All charges and expenses chargeable to any unit shall constitute a lien against said unit in favor of Westgate Square Association, which lien shall be prior to all other liens except (1) assessments, liens and charges for taxes past due and unpaid on the unit, (2) a bona fide mortgage lien, if any, to which the unit is subject, and (3) any other lien recorded prior to recording the claim of lien. Such lien shall be effective from and after the time of recording in the public records of Middlesex County of a claim of lien stating the description of the unit, the name of the record owner, the amount due and the date when due. Such claim of lien shall include only sums which are due and payable when the claim of lien is recorded and shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by the lien, the party making payment shall be entitled to a recordable satisfaction of lien. All assessments that remain unpaid for over thirty days shall bear interest from the assessment due date at the highest rate permissible by law.

Liens for unpaid 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. The Association shall have the power to bid in the unit at foreclosure sale and to acquire, hold, lease, mortgage and convey. Suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same. The title acquired by any purchaser following any such foreclosure sale shall be subject to all of the provisions of this instrument, the By-Laws and Rules and Regulations of Westgate Square Association and the Condominium Act of the State of New Jersey, and by so acquiring title to the unit, said purchaser covenants and agrees to abide and be bound thereby.

The Association shall file a claim of lien, as aforesaid, if said monthly assessment remains unpaid for a period of two (2) months. Thereafter, if said lien is not paid within one (1) month from the date of recording same, the Association shall foreclose same, as aforesaid. The Association shall have the right as part of the aforesaid foreclosure action to accelerate the remaining monthly assessments for that calendar year provided that at least two months of unpaid monthly assessments constitute the basis of the foreclosure action. In any such action the Association shall be entitled to recover attorneys fees and costs of suit.

20. Unit Conveyances — Unpaid Assessments

Upon any voluntary conveyance of a unit, the Seller and Buyer of such unit shall be jointly and severally liable for all unpaid assessments pertaining to such unit duly made by the Association or accrued up to the date of such conveyance, without prejudice to the right of the Buyer to recover from the Seller any amounts paid by the Buyer but the Buyer shall be exclusively liable for those accruing while he is the unit owner. Any unit owner or any purchaser of a unit prior to completion of a voluntary sale may require from the Association a certificate showing the amount of unpaid assessments pertaining to such unit and the Association shall provide such certificate within ten (10) days after request therefor. The holder of a mortgage or other lien on any unit may request a similar certificate with respect to such unit. Any person other than the unit owner at the time of issuance on any such certificate who relies upon such certificate shall be entitled to rely thereon and his liability shall be limited to the amounts set forth in such certificate.

If a mortgagee of a first mortgage of record or other purchaser of a unit acquires title to such unit as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or other assessments by the Association pertaining to such unit or chargeable to the former unit owner which became due prior to acquisition of title as a result of the foreclosure. Such unpaid share of common expenses shall be collectable from all of the remaining unit owners including such acquirer, his successors and assigns.

A unit may be sold by the sheriff on execution, free of any claim, not a lien of record, for common expenses or other assessments by the Association but any funds derived from such sale remaining after satisfaction of prior liens and charges but before distribution to the previous unit owner, shall be applied to payment of such unpaid common expenses or other assessments if written notice thereof shall have been given to the sheriff before distribution. Any such unpaid common expenses which shall remain uncollectable from the former unit owner for a period of more than sixty (60) days after such sheriff's sale may be assessed by the Association as common expenses to be collected from all unit owners including the purchaser who acquired title at the sheriff's sale, his successors and assigns.

21. Subordination of the Assessment to Lien to Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now, or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property, pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer of such property shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

22. Structural Changes — Architectural Control Committee

(a) Review

No addition, change, modification, or alteration of the Unit's exterior, including, but not limited to the exterior finishings, color, enclosing of decks or erection or placement of antennae of any nature, shall be made as to any Unit nor shall any building, fence, wall, or structure of any kind be commenced, erected or maintained upon the Condominium property unless done by the Grantor, nor shall any Unit Owner make any structural modifications or alterations any nature to the exterior of the Unit until the plans and specifications, showing the nature, kind, shape, height, materials and location in relation of the same all have been submitted to and approved, in writing, as to harmony of external design and location in relation to surrounding structures by the Board of Directors of the Association, or by the Architectural Control Committee, composed of five (5) or more representatives, appointed by the Board. In the event said Board, or its designated committee, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required, and this Article will be deemed to have been fully complied with.

(b) No act shall be done, under any circumstances, which does, or may tend to impair the structural and/or architectural integrity of any multi-unit building, or adversely affect any of the Common Elements.

(c) Compliance with Local Ordinances and Regulations

Notwithstanding any language to the contrary stated in Subsection (a) of this Section 22 each Unit Owner shall be bound by and comply with all local ordinances and regulations of the Township of Edison.

23. Exterior Maintenance and Repairs

(a) Exterior Grounds: The Association shall be responsible for the general maintenance of the Common Properties, its grounds, all Common element buildings and facilities, and any buildings owned by the Association, including the grounds surrounding the Units. Such maintenance of the grounds shall only be as to the grass and plantings existing at the time of title closing, or subsequently installed by the Grantor. Each Unit Owner shall be responsible for maintenance of any landscaping plantings installed by Unit Owner.

(b) Unit Exterior: The Association shall be responsible for the exterior maintenance, painting and decoration of all Units and all improvements on or attached to the exterior of the Unit, i.e., the Unit's Common Elements, including, but not limited to the roof, exterior building surfaces, windows and doors, gutters, downspouts and walks subject to the provisions of Article 27.

(c) If, due to the negligent act or omission of a Unit Owner, or of a member of his family or household pet or of a guest or other authorized occupant or of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association.

24. Unit Interior Maintenance, Repairs and Decorating

(a) The Association shall perform normal repair work to a Unit; normal repair work shall be deemed not to include the replacement in whole or in part, of any of the Unit's fixtures, appliances, or the mechanical, plumbing, electrical, heating/air conditioning systems; any system which is an integral part of the Common Elements and not for the benefit of any one Unit shall be repaired by the Association. Normal repair work shall also be deemed not to include any work that requires the services of a technician or a licensed contractor.

(b) Each Unit Owner shall furnish and be responsible for at his own expense, all of the maintenance, repairs and replacements within his own Unit; provided, however, such maintenance, repairs and replacements as may be required for the functioning of the plumbing within the Unit and for the bringing of water and electricity to the Unit shall be furnished by the Association as part of the Common Expenses. The Association may provide, by proper resolution of its Board, for ordinary maintenance and minor repairs and replacements to be furnished to the Units by Association personnel and charged as a Common Expense.

(c) To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the By-Laws and the rules and regulations of the Association. The authorized representatives of the Association or Board of Directors, or of the manager or managing agent for the building, shall be entitled upon prior notice, except in cases of emergencies, to reasonable access to the individual Units as may be required in connection with the maintenance, repairs, or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements.

(d) The deck to which there is direct access from the interior of a Unit shall be for the exclusive use of the owner of such Unit. Any such deck shall be kept free and clean of snow, ice and any other accumulation by the owner of such Unit who shall also make all repairs thereto caused or permitted by his negligence, misuse or neglect. All other repairs in, to or with respect to such deck shall be made by the Board of Directors, and the cost thereof shall be a common expense.

(e) Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings, which constitute the exterior boundaries of the respective Unit owned by him, and such owner shall maintain such interior surfaces in good condition at his sole expense as may be required from time to time, and each such Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. The exterior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed as part of the Common Expenses by the Association at such time or times, as the Board of Directors shall determine. The use of and the covering of the interior surfaces of such windows, whether draperies, shades or other items visible on the exterior of the building, shall be subject to the rules and regulations of the Association. Decorating of the Common Elements (other than interior surfaces within the Units as above provided) and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Unit caused by maintenance, repair or replacement work on the Common Elements by the Association, shall be furnished by the Association as part of the the Common Expenses.

25. Roadway and Utility Maintenance

The Association, as successors in interest to certain of developer's obligations, and in accordance with any Developer's Agreement or easement that may be recorded hereinafter, shall have the obligation and be responsible for the maintenance, repair, replacement, construction, reconstruction, improvement, betterment, protection, cleaning, and snow removal, as applicable, of all the driveways, parking areas, pathways, walkways, and sidewalks located within the properties described in Schedule "A" or appurtenant thereto.

26. Unit Access

Westgate Square Association shall have the irrevocable right, to be exercised by the Directors or manager of the Association, to have access upon prior notice, except in cases of emergencies, to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common elements therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the common elements or to another unit or units.

In addition thereto, Westgate Square Association, or its authorized personnel shall have the "Right of Access" to a unit, as more specifically provided in the "By-Laws".

27. Necessary Maintenance/Repair Work by Association Occasioned by Member's Neglect

(a) Every Unit Owner, by the acceptance of a deed for the same, or by acceptance of title, as devisee or heir, covenants that he, she, or it will not permit the Unit, or any improvements (including, but not limited to Unit exterior finishings and roofing), thereon, to be otherwise kept then in good repair and in safe, neat and attractive condition. In the event any Unit suffers disrepair above the normal wear and tear, due to the negligent acts of the Unit Owner and such disrepair in the judgment of the Board of Directors of the Association, should result in a condition of unsightliness, tending to adversely affect the value or enjoyment of neighboring units, or should constitute a hazard to persons or property, the Board of Directors of the Association, or its Architectural Committee, may give notice of such conditions to the Unit Owner, demanding that such condition be abated within seven (7) days from the date the notice is sent. If the Unit Owner does not rectify the condition at the end of such period, the Association may cause such work to be performed as is necessary to rectify the condition. The cost of such work shall be assessed against the Unit upon which the services are performed, and shall be added to and become part of the annual maintenance assessment or charge to which such Unit is subject under Article 18 hereof, and as part of such annual assessment or charge it shall be a lien and obligation of the owner in all respects, as provided in Article 18 hereof, except the payment for any work performed, pursuant to this Section, shall be due upon presentation to the Unit Owner, either in person or by regular mail, of the Association's invoice therefor. Default in prompt and full payment within ten (10) days from the date the invoice is sent to the Unit Owner, shall entitle the Association to interest at the highest permissible rate under Law on the amount due from the date of the invoice, which interest shall also constitute a lien upon the Unit and obligation of the Unit Owner thereof.

(b) For the purpose of performing any work under this Section, the Association, through its authorized agents, servants, employees, or contractors, shall have the right to enter, provided prior notice is given, upon any Unit, or its Common Elements, at reasonable hours, except Sundays or legal holidays and except in emergencies.

28. Title

The present title to the property hereby owned by the Grantor, and the title to each unit which shall be hereafter conveyed or acquired in any manner is hereby expressly declared and made subject to the terms and conditions of this instrument and the By-Laws and the acquisition of title by any person to a unit shall be conclusively deemed to mean that that acquirer approves, adopts and ratifies the provisions of this instrument, the By-Laws and Rules and Regulations of Westgate Square Association, and will comply therewith. The covenants, agreements and restrictions set forth herein shall run with the land and shall be binding upon the Grantor, its successors and assigns and by all persons claiming by, through or under said Grantor, their heirs, executors, administrators and assigns.

29. Common Property Real Estate Taxes

(a) Assessment and Levy

The Grantor, for itself, its successors and assigns, the Unit Owners, the Westgate Square Association and its members, do hereby expressly covenant, agree, stipulate and authorize the Township of Edison to assess the real estate taxes applicable to the common properties in the development, against each Unit on a pro rata basis.

The assessments so made against the applicable Units shall become a lien and tax on said Units and be added to and be a part of the real estate taxes to be levied and assessed thereon and enforced and collected with interest by the municipality and in the same manner as other taxes.

(b) Non Revocations

The rights of the municipality, as set forth in Subsection (a) of this Article 29, shall not be abridged or deleted so long as the common properties shall not be dedicated and accepted by any governmental agency, the municipality, or the public in general.

30. Miscellaneous Services Authorized
Services Which May Be Performed at the
Option of the Association — Procedure

The Grantor shall have the right to make such improvements and provide such facilities on the Common Elements as it considers to be advantageous to the Property and to the Owners of Units within the Property; and the Association shall be obligated to accept such improvements and facilities and to properly maintain the same at its expense. The Association at its expense, also shall maintain and carry on the services instituted, from time to time, by the Grantor for the benefit of the Property and the Owners of Units. In addition to such required maintenance of the Common Elements and the improvements and facilities thereon, and the aforesaid services required to be performed, the Association may furnish (but shall not be required to furnish) such services as the Board of Directors of the Association from time to time by resolution, may propose, but not until after such proposed additional services are authorized by a vote in person or by proxy of two-thirds (2/3) of all the votes eligible to be cast by all of the Members of the Association at a meeting duly called for the purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance, which notice shall contain the purpose of the meeting and the proposed additional service to be authorized. Upon such express approval by the Members, the Board of Directors may place into effect any such additional services with the Property, assessing the cost thereof against all of the Units within the Property as a part of the annual maintenance assessment or charge to which the Units are subject, as provided in Article 18 hereof, which assessment shall be a lien upon each Unit and an obligation of each Owner, and shall become due and payable in all respects, as provided in Articles 18 and 19 hereof.

31. Common Open Areas: Dedication of Same and
Right of Municipality to Maintain Same and
Assess Costs Thereof Against Unit Owner(s)

(a) Grantor, its successors and assigns, and each Unit Owner, his heirs, successors and assigns, and Westgate Square Association, its successors and assigns, covenant and agree that only a total of three hundred ninety-six (396) residential units, plus recreational facilities, shall be constructed on the subject properties, described in Exhibit "A" and annexed hereto; and that this covenant shall run with the land and shall not be abridged or deleted without the prior written consent of the Township of Edison.

(b) The Grantor, for itself, its successors and assigns, the Unit Owner, his heirs, successors and assigns and Westgate Square Association, its successors and assigns, do hereby expressly covenant, agree and stipulate:

(1) That if the Association or organization formed to maintain said common areas, shall fail to maintain the open Common Elements, including roadways, in reasonable order and condition, the municipal chief building official may serve written notice upon such organization, or upon the owners of such open areas, setting forth the manner in which the organization, or the owners of such open areas have failed to maintain said open space in reasonable condition; and said notice shall include a demand that such deficiencies of maintenance be cured within thirty-five (35) days thereof, and shall state the date and place of a hearing thereon which shall be held within fifteen (15) days of the notice. At such hearing, the chief building official may modify the terms of the original notice, as to deficiencies set forth in the original notice, or in modification thereof, shall not be cured within said thirty-five (35) days, or any permitted extension thereof, the Township of Edison may, in order to preserve said open space or open common elements, enter upon and maintain such land for a period of one (1) year. Said entry and maintenance shall not vest in the public any rights to use the open space, except when the same is voluntarily dedicated to the public by the owners. Before the expiration of said year, the chief building official shall, upon his initiative, or upon the request of those theretofore responsible for the maintenance of said open space, call a public hearing upon fifteen (15) days' written notice to such organization, and to the owners of said area, to be held by the Township Council at which hearing such organization and the owners shall show cause why such maintenance by the municipality shall not, at the election of the municipality, continue for a succeeding year.

If the Township Council shall determine that such organization is ready and able to maintain said open space in reasonable condition, the Township of Edison, shall cease to maintain said open space at the end of said year. If the Township Council shall determine such organization is not ready and able to maintain said open space in reasonable condition, the Township of Edison may in its discretion, continue to maintain said open space during the next succeeding year, subject to a similar hearing and determination, in each year thereafter. The decision of the Township Council shall constitute a final administrative decision subject to judicial review;

(2) That the cost of any such maintenance by the Township of Edison shall be assessed pro rata against the units within the development that have a right of enjoyment of the open space in accordance with assessed value at the time of imposition of the lien, and shall become a lien and tax on said properties and be added to and be a part of the taxes to be levied and assessed thereon, and enforced and collected with interest by the same officers and in the same manner as other taxes; and

(3) That the rights of the municipality, as set forth hereinabove, shall not be abridged or deleted so long as the common properties are owned by the Westgate Square Association, its successors and assigns, for the benefit, enjoyment and use of the owners of the lots and has, not been dedicated to any governmental agency, the municipality or the public in general.

32. General Provisions:

Section 1: Duration. (a) All provisions of this Master Deed and the By-Laws annexed thereto, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be easements appurtenant to the Land or covenants running with the Land, as the case may be, and with every part thereof and interest therein, and all of the provisions thereof shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and his heirs, executors, administrators, successors and assigns and shall restrict the use of the Units, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public, other than other rights that may be created by law.

(b) The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain as more particularly provided herein, (ii) such time as withdrawal of the Property from the provisions of the New Jersey Condominium Act is authorized by a vote of at least 80% in number and in common interest of the Units subject to the rights of first mortgages as provided in this Master Deed. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective common interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all liens on his Unit. The foregoing right of partition shall be subject to the right of the Board of Directors, upon an 80% vote of the full Board, within 120 days of the vote authorizing the termination, to accept an offer for sale of the Property. In such an instance, each Unit Owner shall be bound to execute the necessary and appropriate deed and other documents reasonably required to affect such sale.

Section 2: Notices. Notices provided for in the Act, Master Deed or By-Laws shall be in writing, and shall be addressed to the Association or to any Unit Owner at the building or at such other address as hereinafter provided. The Association or Board of Directors may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners at such time. Any Unit Owner may also designate a different address or addresses for notices to him by giving written notice of his change of address to the Association. Notices addressed as above shall be deemed delivered when mailed by United State registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof, or if addressed to a Unit Owner, when deposited in his mailbox in the building, or at the door of his Unit in the building.

Section 3: Enforcement. Enforcement of this Master Deed and By-Laws shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, provision or restriction, of same documents, either to restrain violation or to recover damages, and against the Unit to enforce any lien created by these documents; and failure by the Association or any Unit Owner to enforce any covenant, provision or restriction of said documents herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4: Severability. If any term, condition or provision of this Master Deed is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms, conditions and provisions of this Master Deed, shall nevertheless remain in full force and effect and such invalidity shall in no way impair title to the condominium units and common elements established hereby.

Section 5: Priority. Notwithstanding any language to the contrary contained within this entire Master Deed, and any amendments or supplements thereto, all the terms, conditions and provisions of same shall, at all times, be subject and subordinate to all of the ordinances, codes, resolutions and regulations of the Township of Edison.

33. Protective Provisions for the Benefit of Institutional Mortgages

Notwithstanding anything to the contrary in this Master Deed or the By-Laws or Articles of Incorporation of the Association, the following shall apply with respect to each institutional holder of a first mortgage on any Unit.

(a) The prior written approval of sixty-seven (67%) percent of the institutional holders of a first mortgage (hereinafter called "first mortgage") lien on any Unit in the Condominium is required for the following:

- (i) The abandonment or termination of the Condominium except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain.
- (ii) Any material amendment to the Master Deed or to the By-Laws or Articles of Incorporation, including, but not limited to, any amendment which would change the percentage interests of the Unit Owners in the Condominium, the number of votes of a Unit Owner in the Association or the purposes to which any Unit or the Common Elements are restricted.
- (iii) The effectuation of any decision by the Association to terminate professional management and assume self-management of the Condominium.

(b) No Unit in the Condominium may be partitioned or subdivided without the prior written approval of the holder of any first mortgage lien on such Unit.

(c) Any lien the Association may have on any Unit in the Condominium for the payment of Common Expenses assessments attributable to such Unit is subordinate to the lien or equivalent security interest of any first mortgage on the Unit recorded prior to the date any such Common Expense assessments become due.

(d) By virtue of the provisions of this Master Deed and the By-Laws and Articles of Incorporation of the Association an institutional holder of a first mortgage on a Unit in the Condominium is, upon request, entitled to: (i) inspect the books and records of the Condominium during normal business hours; and (ii) receive an annual audited financial statement of the Condominium within ninety (90) days following the end of any fiscal year of the Association. (iii) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings; and (iv) notice of any default under this Master Deed or By-Laws which gives rise to a cause of action against the owner of a Unit subject to the mortgage of such holder, where the default has not been cured within 30 days.

(e) In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the institutional holder of any first mortgage on a Unit is entitled to timely written notice of any such damage or destruction. No unit Owner or other party shall have priority over such institutional holder with respect to the distribution of such Unit of any insurance proceeds.

(f) If any Unit or portion thereof, or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage on a Unit is entitled to timely written notice of any such proceeding or proposed acquisition and no Unit Owner or other party shall have priority over such institutional holder with respect to the distribution to such Unit of the proceeds of any award or settlement.

(g) If an institutional holder of a first mortgage lien on the Unit obtains title to a Unit as a result of foreclosure of the first mortgage, then such acquirer of title, his successors and assigns, is not liable for the share of Common Expenses and other assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner which became due prior to acquisition of title as a result of the foreclosure. Such unpaid share of Common Expenses and other assessments shall be deemed to be Common Expenses collectible from all of the remaining Unit Owners including such acquirer, his successors and assigns.

(h) Any management agreement for the Condominium will be terminable by the Association for cause upon sixty (60) days prior written notice thereof, and the term of any such agreement shall not exceed two years, renewable by agreement of the parties for successive one year periods. Any agreement for professional management of the condominium project or any other contract providing for services of the developer, sponsor or builder must provide for termination by the Association or the developer, sponsor or builder without cause and without payment of a termination fee on ninety (90) days or less written notice.

34. Exhibits

Exhibits attached hereto and made a part hereof are the following:

1. Exhibit A — Metes and bounds description of the "Entire Tract".
Exhibit A1 — Clusters of Units & Architectural Plans.
2. Exhibit B — Map entitled "Westgate Square, situated in Edison Township, Middlesex County, New Jersey", prepared by Goodman, Allgair & Scott, P.E. & L.S.
3. Exhibit C — Architectural plans entitled "Westgate Square".
4. Exhibit D — Schedule as to each unit type as to that unit's type respective undivided interest in the Common Elements.
5. Exhibit E — By-Laws of Westgate Square Association.

IN WITNESS WHEREOF, the said Grantor has caused its corporate seal to be hereto affixed and attested by its Secretary and these presents to be signed by its President the day and year first above written.

FRANKLIN ESTATES, INC.

By _____
President

ATTEST:

Secretary

STATE OF NEW JERSEY

:

: ss.

COUNTY OF OCEAN

:

BE IT REMEMBERED, that on this _____ day of 1982, before me, the subscriber, an Attorney at Law of New Jersey, personally appeared who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Secretary of Franklin Estates, Inc., the Corporation named in within Instrument; that _____ is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said President, as and for the voluntary act and deed of said Corporation, in the presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Sworn to and Subscribed before me the date aforesaid.

Secretary

An Attorney at Law of New Jersey

PREPARED BY:

M. RICHARD W. VAIL, ESQ.

EXHIBIT A

DESCRIPTION OF PROPERTY KNOWN AND DESIGNATED AS LOT 5-M-3, IN BLOCK 411, AS SHOWN ON THE CURRENT EDISON TOWNSHIP TAX MAP.

BEGINNING at a point in the Northerly Right-of-Way line of Inman Avenue, said point being located at the intersection of the Northerly Right-of-Way line of Inman Avenue, with the Northwesterly Right-of-Way line of the Lehigh Valley Railroad, and from said beginning point.

RUNNING THENCE:

1. North $86^{\circ}11'53''$ West, along the Northerly Right-of-Way line of Inman Avenue, 60.00 feet to a point and running thence;
2. North $03^{\circ}48'07''$ East, along the common dividing line between Lot 5-M-3 and Lot 5-M-2, in Block 411, as shown on the current Edison Township Tax Map, and following said common dividing line for the next five (5) courses, 100.00 feet to a point of curvature and running thence;
3. Northeastwardly, along a curve to the right, having a radius of 130.00 feet, a central angle of $18^{\circ}00'00''$, and an arc length of 40.84 feet to a point of tangency and running thence;
4. North $21^{\circ}48'07''$ East, 90.00 feet to a point of curvature and running thence;
5. Northwardly, along a curve to the left, having a radius of 70.00 feet, a central angle of $18^{\circ}00'00''$, and an arc length of 21.99 feet to a point of tangency and running thence;
6. North $03^{\circ}48'07''$ East, 152.75 feet to a point and running thence;
7. North $86^{\circ}11'53''$ West, and still along the common dividing line between Lot 5-M-3 and Lot 5-M-2, in Block 411, as shown on the current Edison Township Tax Map, 1074.11 feet to a point and running thence;
8. North $04^{\circ}41'35''$ East, along the common dividing line between Lot 5-M-3 and Lot 5-M-1, in Block 411, 42.31 feet to a point and running thence;
9. North $86^{\circ}06'11''$ West, still along the common dividing line between Lot 5-M-3 and Lot 5-M-2, in Block 411, 60.00 feet to a point and running thence;
10. North $04^{\circ}41'35''$ East, along the common dividing line between Lot 5-M-3 and Lot 5-S, the Easterly terminus of Addalia Lane, and Lot 5-R, in Block 411, 450.00 feet to a point and running thence;
11. South $86^{\circ}06'11''$ East, along the common dividing line between Lot 5-M-3 and Lot 6-K, in Block 411, as shown on the current Edison Township Tax Map, 270.84 feet to a point and running thence;
12. North $06^{\circ}05'09''$ East, along the common dividing line between Lot 5-M-3 and Lots 6-K and 4-B-7, in Block 411, 897.88 feet to a point and running thence;
13. South $83^{\circ}00'46''$ East, along the common dividing line between Lot 5-M-3 and Lot 4-B-7, in Block 411, 2225.77 feet to a point and running thence;
14. South $04^{\circ}13'32''$ West, along the common dividing line between Lot 5-M-3 and Lots 4-B-7 and 3, in Block 411, 492.83 feet to a point in the Northwesterly Right-of-Way line of the Lehigh Valley Railroad and running thence;
15. South $53^{\circ}22'16''$ West, along the Northwesterly Right-of-Way line of the Lehigh Valley Railroad, (also known as Lot 15, in Block 680, as shown on the current Edison Township Tax Map), 1808.29 feet to a point in the Northerly Right-of-Way line of Inman Avenue, said point being the point and place of BEGINNING.

Property hereon described contains 65.92 acres.

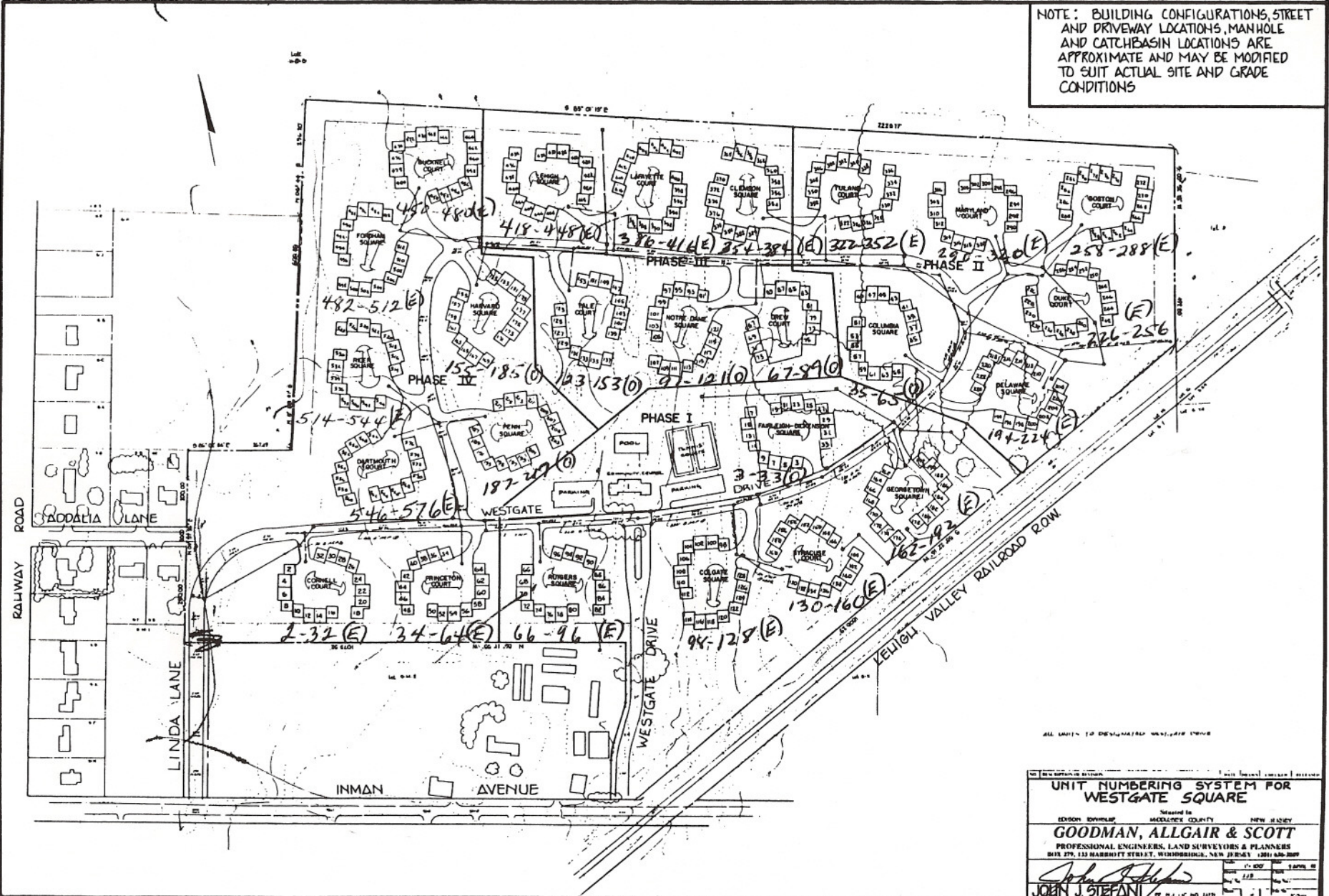
Property subject to any easements and restrictions of record.

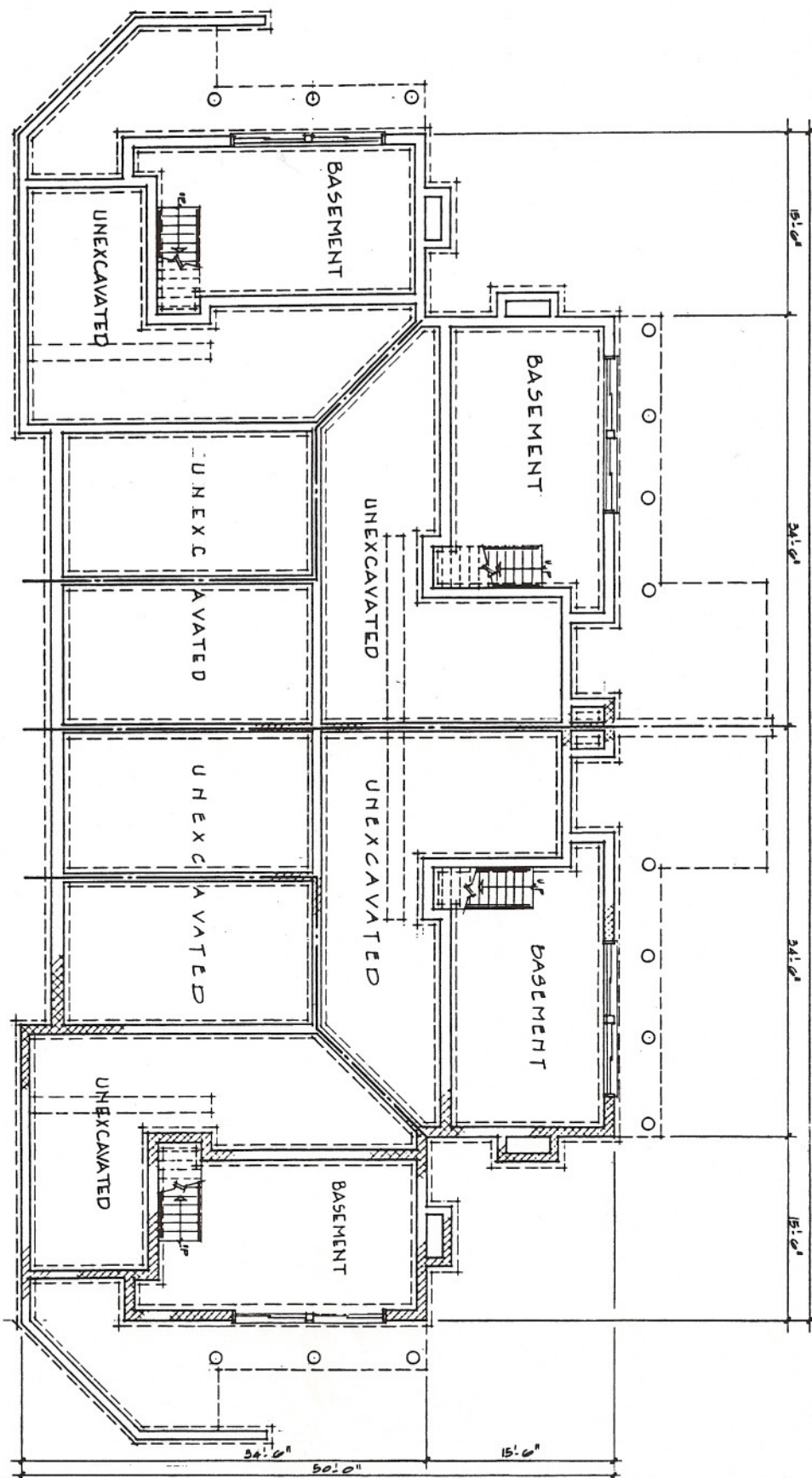
Description based on plan entitled "Sketch of Property Surveyed For Westgate Square, situated in Edison Township, Middlesex County, New Jersey", prepared by:

GOODMAN, ALLGAIR & SCOTT
PROFESSIONAL ENGINEERS, PLANNERS AND LAND SURVEYORS
133 HARRIOTT STREET, WOODBRIDGE, NEW JERSEY 07095

DATED: JULY 23, 1982

NOTE: BUILDING CONFIGURATIONS, STREET AND DRIVEWAY LOCATIONS, MANHOLE AND CATCHBASIN LOCATIONS ARE APPROXIMATE AND MAY BE MODIFIED TO SUIT ACTUAL SITE AND GRADE CONDITIONS





FOUNDATION PLAN

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

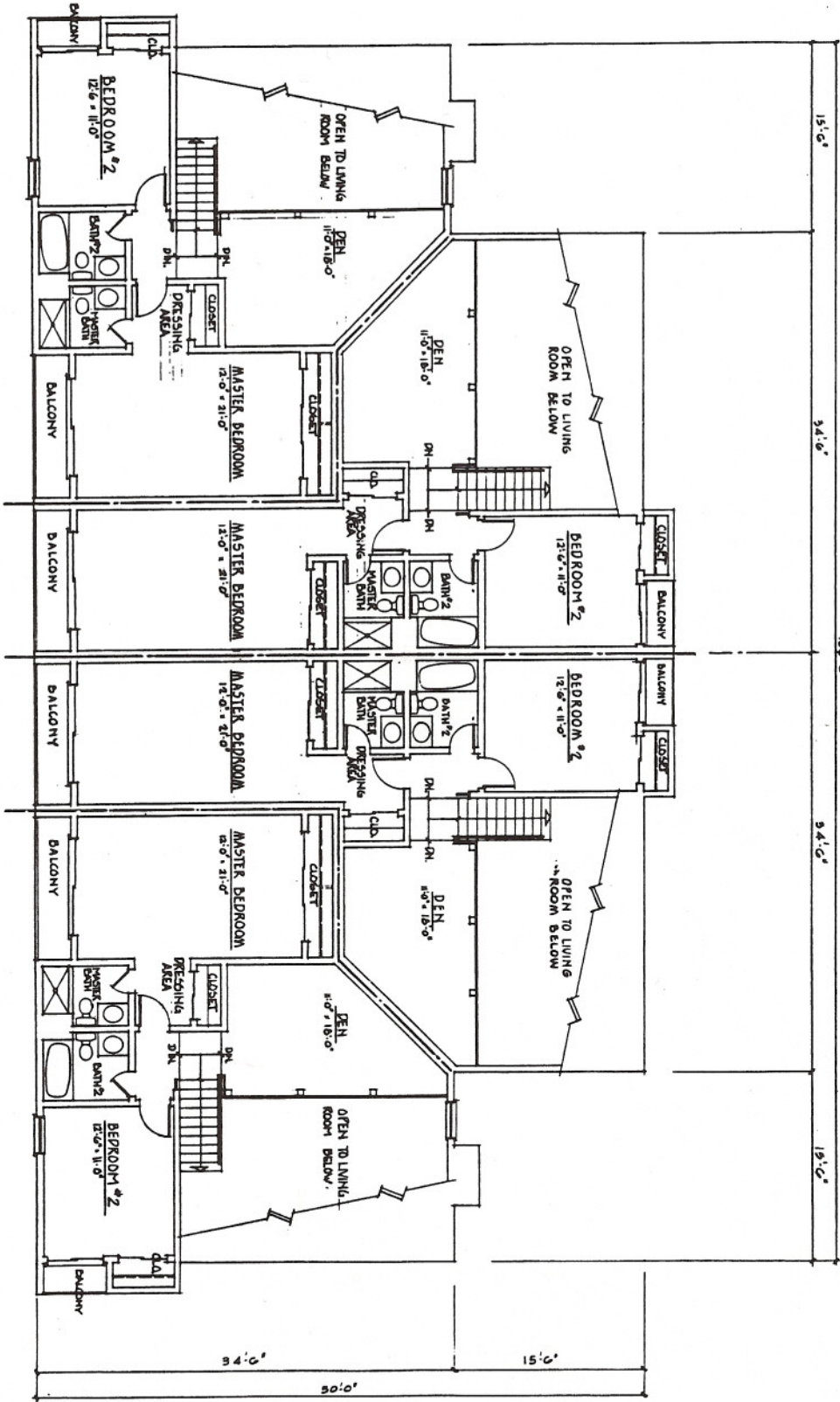
NOTE: ALL DIMENSIONS ARE APPROXIMATE AND MAY HAVE BEEN MODIFIED IN THE FIELD DURING ACTUAL CONSTRUCTION

CONTRACT NO. 2-5-56
 DRAWN BY R. W. WELLS
 CHECKED BY R. W. WELLS
 DATE 5-28-61
 DRAWING NO. OF 1

INCARB 3763
 NJ C2682
 R. W. WELLS
 NY 7817
 CONN. 2402
 PENN. 04781
 MD 27165
 MASS 22047
 FLA 01897
 107 WALTON BRIDGE BEALED

WESTGATE SQUARE
 EDISON, N.J.
 FOUNDATION PLAN

RAYMOND R WELLS ARCHITECT PLANNER
 899 kinderkamack rd oradell nj 07649 / 201-261-2255
 8107 long beach blvd brant beach nj 08008 / 608-494-0419



SECOND FLOOR PLAN

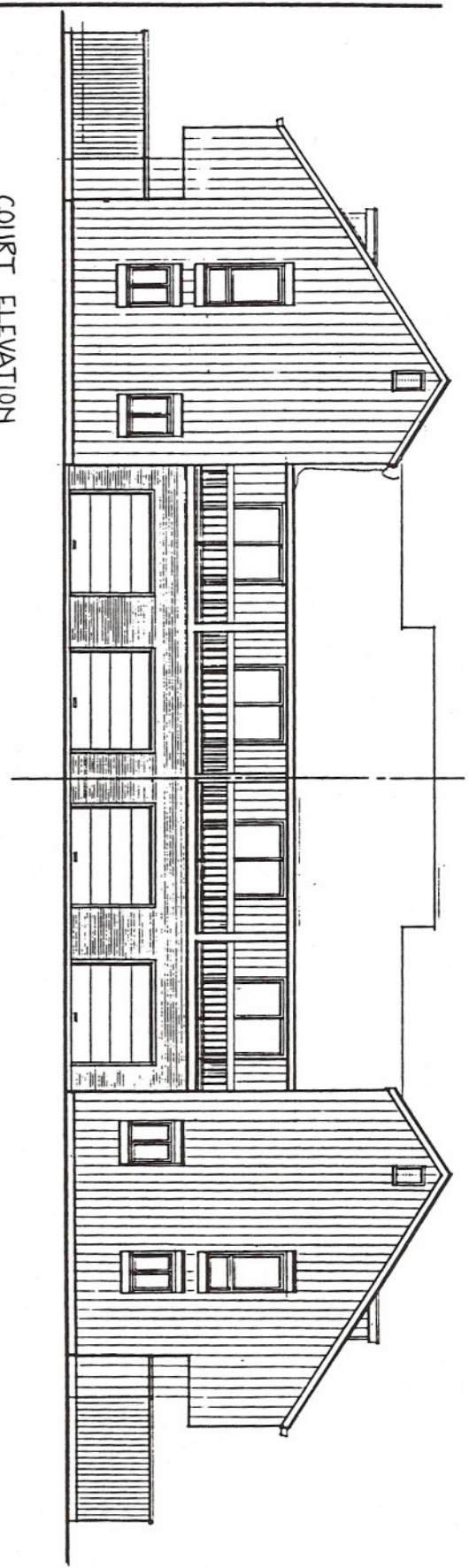
SCALE: 1/8" = 1'-0"

NOTE: ALL DIMENSIONS ARE APPROXIMATE AND MAY HAVE BEEN MODIFIED IN THE FIELD DURING ACTUAL CONSTRUCTION

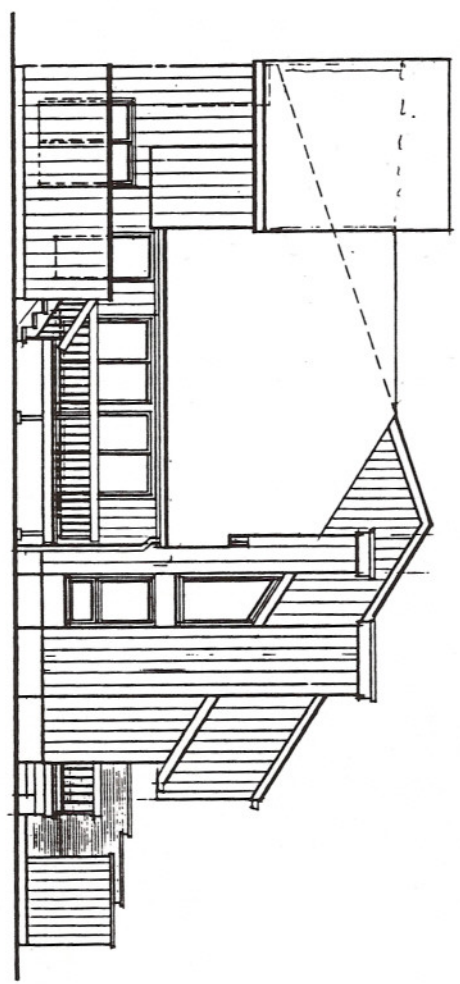
OWNER NO. 0152	NCARS 0753
DRAWN BY: M.S.	DATE 08/22/87
SCALE: 1/8" = 1'-0"	NO. 1287
DATE: 5-22-87	BY: 7917
DRAWING NO. OF 3	COMM: 1000
	PERM: 04791
	NO: 37506
	HAZB: 2510
	FLA: 0151

WESTGATE SQUARE
 EPISON, N.J.
 SECOND FLOOR PLAN

RAYMOND R WELLS ARCHITECT PLANNER
 689 kinderkameck rd oradell nj 07649 / 201-251-2255
 8107 long beach blvd brant beach nj 08008 / 808-494-0419



COURT ELEVATION
SCALE: 1/4" = 1'-0"



SIDE ELEVATION
SCALE: 1/4" = 1'-0"

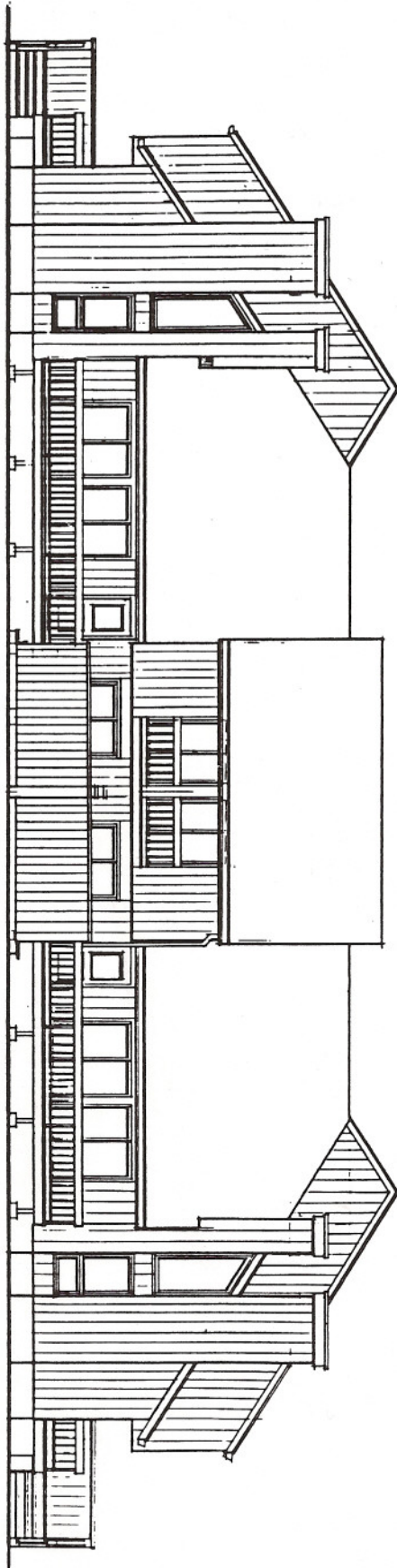
NOTE: ELEVATION CONFIGURATION AND FINISHED GRADE CONDITIONS SHOWN ARE APPROXIMATE AND MAY VARY DUE TO ACTUAL SITE CONDITIONS

COMM NO 622
 DRAWN BY J.W.
 SCALE 1/4"=1'-0"
 DATE 5-24-02
 DRAWING NO 01
 6

WESTGATE SQUARE
 EPISON N.J.
 ELEVATIONS
 INNER COURT & SIDE

**RAYMOND R WELLS ARCHITECT
 PLANNER**
 699 kinderkamack rd oradell nj 07648 / 201-261-2255
 6107 long beach blvd brant beach nj 08008 / 808-494-0419

FRONT ELEVATION
SCALE: 1/4"=1'-0"



NOTE: ELEVATION CONFIGURATION AND FINISHED GRADE CONDITIONS SHOWN ARE APPROXIMATE AND MAY VARY DUE TO ACTUAL SITE CONDITIONS

COMM NO 612
DRAWN BY R.W.
SCALE 1/4"=1'-0"
DATE 5/22/02
DRAWING NO 02
5

NCARB 3753
RJ C26A2
NJ 1257
NY 7817
CONN 2462
PENN 34781
MD 2734F
MASS 221L
FLA 0139
R. Wells
NOT VALID UNLESS SEALED

WESGATE SQUARE
EDISON N.J.
FRONT ELEVATION

**RAYMOND R WELLS ARCHITECT
PLANNER**
699 kinderkamack rd oradell nj 07649 / 201-261-2255
6107 long beach Blvd brant beach nj 08008 / 609-494-0419

**EXHIBIT B
ARTICLES OF INCORPORATION OF
WESTGATE SQUARE ASSOCIATION**

In compliance with the requirements of N.J.S.A. Title 15, the undersigned, all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit, and do hereby certify:

ARTICLE I

The name of the corporation is Westgate Square Association, hereinafter called the "Association".

ARTICLE II

The principal office of the Association is located at 1640 Vauxhall Road, Union, New Jersey.

**ARTICLE III
PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and control of the common elements within that certain tract of property described in Schedule "A" of a Master Deed recorded in the Clerk's Office of Middlesex County, said property being shown on a certain map entitled,

Site Plan for Westgate Square, situated in Edison Township, Middlesex County, New Jersey, prepared by Goodman, Allgair & Scott, P.E. & L.S.

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Master Deed as same are applicable to the property described therein and recorded or to be recorded in the Office of the Clerk of Middlesex County, New Brunswick, New Jersey, and as the same way be amended from time to time as therein provided, said Master Deed being incorporated herein as if set forth at length;
- (b) To fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of said Master Deed and the By-Laws of the Association; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and
- (e) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-profit Corporation Law of the State of New Jersey by law may now or hereafter have or exercise.

**ARTICLE IV
REGISTERED AGENT**

Erwin Fisch, whose address is 1640 Vauxhall Road, Union, New Jersey, 07083, is hereby appointed the original Registered Agent of the Association.

**ARTICLE V
MEMBERSHIP**

Every person or entity who is a record owner of a fee interest in any unit which is subject to the Master Deed aforesaid is subject to assessment by the Association; and who qualifies in accordance with the By-Laws, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership of any such unit shall be the sole qualification for membership.

**ARTICLE VI
BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of Directors. The initial Board of Directors, until the first annual meeting as provided for in the By-Laws, shall be composed of three (3) persons, who need not be members of the Association. After the first annual meeting, the Board of Directors shall consist of seven (7) members, all as more specifically set forth in the Association By-Laws. The number of directors may be changed, as per the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Name	Address
Erwin Fisch	1640 Vauxhall Road Union, New Jersey
Joseph Wilf	1640 Vauxhall Road Union, New Jersey
Harry Wilf	1640 Vauxhall Road Union, New Jersey

**ARTICLE VII
DURATION**

The corporation shall exist perpetually.

**ARTICLE VIII
ANNEXATION OF ADDITIONAL PROPERTIES**

Additional properties may be annexed to the property, subject to the terms and conditions of the Master Deed, By-Laws of this Association, and rules and regulations promulgated thereunder, and all such additional properties shall be governed thereby.

EXHIBIT C

BY-LAWS
OF
WESTGATE SQUARE ASSOCIATION
A NEW JERSEY NOT FOR PROFIT CORPORATION

ARTICLE I
NAME, OFFICE AND PURPOSE

Section 1. NAME AND PRINCIPAL OFFICE: These are the By-Laws of Westgate Square Association (hereinafter called the "Association"). The principal office of the Association shall be located at 1640 Vauxhall Road, Union, New Jersey.

Section 2. PURPOSE: The Association is formed to serve as a means through which the condominium unit owner, (hereinafter "Unit Owners") may take action with regard to the administration, management, maintenance, repair and operation of the Property, in accordance with the provisions of a master deed (hereinafter the "Master Deed") to be recorded in the Office of the Middlesex County Clerk, New Brunswick, New Jersey, to which these By-Laws are appended as an exhibit.

The statutes relating to condominiums in effect in the State of New Jersey pursuant to which the Condominium is to be promulgated and governed are P.L.1969, Ch.257, R.S.46:8B-1 et seq., of the laws of the State of New Jersey (hereinafter the "Condominium Act") and the Association is intended to be that defined in the Condominium Act.

ARTICLE II
DEFINITIONS

The following words, when used in these By-Laws, (unless the context shall prohibit), shall have the following meanings:

- a. "Association" shall mean and refer to Westgate Square Association, its successors and assigns.
- b. "By-Laws" means the governing regulations adopted pursuant to the Condominium Act for the administration and management of the Condominium property.
- c. "Common Elements" means general common elements as hereinafter defined. Common elements do not include a Unit.
- d. "Common Expenses" means expenses for which the unit owners are proportionately liable, including, but not limited to:
 - i. all expenses of administration, maintenance, repair and replacement of the common elements.
 - ii. funds collected from unit owners as common expenses or otherwise; and
 - iii. receipts designated as common by the provisions of the Condominium Act, the Master Deed or the By-Laws.
- e. "Common Surplus" means the excess of all common receipts over all common expenses.
- f. "Condominium" means the form of ownership of real property under a Master Deed providing for ownership by one or more owners of units of improvements together with an undivided interest in common elements appurtenant to each such unit.
- g. "Condominium Property" or "Property" means the land covered by the Master Deed, and all improvements thereon, including the residential buildings, all recreational facilities, the clubhouse and the manager's unit/maintenance building; and all easements, rights and appurtenances belonging thereto or intended for the benefit thereof.
- h. "Grantor" means Franklin Estates, Inc. its successors and assigns.
- i. "General Common Elements" means all appurtenances and facilities and other items set forth in N.J.S.A. 46:8B-3(d) which are not part of the Unit.
- j. "Majority" or "Majority of the Unit Owners" means the owners of more than 50% of the aggregate number of shares of the Association.
- k. "Master Deed" means the Master Deed recorded under the terms of the Condominium Act, as such Master Deed may be amended or supplemented from time to time.
- l. "Member" means the owner or co-owner of a unit.
- m. "Owner" shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations, or other legal entities, of the fee simple title to any unit, but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee, unless and until such mortgagee has acquired title pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.
- n. "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.
- o. "Unit" means a part of the Condominium property designed or intended for residential use, having a direct exit to a common element or common elements leading to a public street or way or to an easement or right of way leading to a public street or way, and includes the proportionate undivided interest in the common elements assigned thereto in the Master Deed or any amendment thereof. A unit is more particularly described in Article 4 of the Master Deed.
- p. "Unit Deed" means a deed of conveyance of a unit in recordable form.
- q. "Unit Owner" means the person or persons owning a unit in fee simple.
- r. "Utility Services" includes, but is not limited to electric power, gas, hot and cold water, heating, refrigeration, air-conditioning, garbage and sewage disposal.

ARTICLE III
PLAN OF UNIT OWNERSHIP

Section 1. APPLICABILITY OF BY-LAWS: The provisions of these By-Laws are applicable to the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the buildings ("Buildings") and all other improvements thereon (including the units and the common elements), and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all as set forth in the Master Deed.

Section 2. APPLICATION: All present and future owners, mortgagees, lessees and occupants of units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws, the rules and regulations of the Association and the Master Deed.

The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a unit shall constitute an agreement that the By-Laws, the rules and regulations of the Association and the provisions of the Master Deed, as they may be amended from time to time, are accepted, ratified and will be complied with. Each purchaser of a unit in the Condominium shall, by virtue of his ownership, become a member of the Association.

ARTICLE IV
MEMBERSHIP-ASSESSMENTS

Section 1: MEMBERSHIP: Every person or entity who is a record Owner of a fee or undivided fee interest in any Unit shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

Section 2. ASSOCIATED MEMBERSHIP: Every person who is entitled to possession and occupancy of any Unit as a tenant or lessee of a Member, may be an Associate Member of the Association, and as such, shall be privileged to use its Common Elements, subject to the Rules and Regulations of the Association.

Section 3. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner of and becomes a lien upon the Owner's Unit against which such assessments are made as provided by Article 18 of the Master Deed to which the Properties are subject and which is being recorded simultaneously with these by-laws and which provide as follows:

A. Creation of the Lien and Personal Obligation of Assessments.

The Grantor for each Unit owned by it within the Properties hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments for capital improvements such assessments to be fixed, established and collected from time to time, as hereinafter provided; (iii) assessments for a Reserve Fund or for any other charges as may be provided for under the provisions of the Master Deed or these By-Laws. Notwithstanding the above provision or anything to the contrary stated in these By-Laws, the Grantor or Developer shall not be obligated to pay any assessments or charges as to any Unit owned or retained by Developer except in accordance with the provisions of the regulations promulgated pursuant to the Planned Real Estate Development Full Disclosure Act (N.J.S.A. 45:22A-1 et seq.). The aforesaid assessments and charges, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided shall also be the personal obligation of the person or persons or entity who was the Owner of such Unit at the time when the assessment fell due. In the case of co-ownership of a Unit, all such co-owners of the Unit shall be jointly and severally liable.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Property and in particular for the improvement and maintenance of the Common Elements, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Elements, the facilities thereon, including but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision hereof, and all costs and expenses incidental to the operation and administration of the Association and its facilities and services.

C. Basis and Maximum of Annual Assessments. The annual assessment shall be established by vote of the Board of Directors, for each succeeding one (1) year period, and at the end of such period of one (1) year, for a succeeding period of one (1) year, subject to the rights of Members as hereinafter provided in Sub-Section E.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount, but such action shall not constitute a waiver by the Association of its right to revert to the full assessment for the remaining year or years in the then current period fixed as provided in the preceding paragraph.

D. Special Assessments for Capital Improvements.

(a) In addition to the annual assessments authorized by Sub-Section C hereof, the Association may levy in any assessment year: (i) a special assessment, applicable to that year only, for the purposes of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Elements, including the necessary fixtures and personal property related thereto; (ii) a special assessment, applicable to that year only or for a specified number of years, for the purpose of establishing a reserve account for future capital improvements, **provided that** any such assessment, whether under (a) (i) or (a) (ii) above, shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

(b) In all instances specified within this Sub-Section E where a special assessment is levied, the Association shall act in an agency capacity in collecting the special assessment and shall establish a separate bank account for the depositing of each special assessment, and not co-mingle these funds with the general assessments set forth in Sub-Section B. All funds accumulated in the separate accounts shall only be used for the stated purposes and the Association shall be under a fiduciary obligation to expend the funds so collected for the stated purposes.

(c) The Grantor, while in control of the Association, will not make any alterations or improvements that will cause a special assessment or a substantial increase in the monthly assessment except in cases of emergency.

E. Change in Basis and Maximum of Annual Assessments.

Subject to the limitations of Sub-Section C hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Sub-Section C hereof prospectively for any such period by the Board of Directors, **provided that** any such change shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

F. Quorum for Any Action Authorized Under Sub-Sections E and F

The quorum required for any action authorized by Sub-Sections E and F hereof shall be as follows:

At the first meeting called, as provided in Sub-Sections E and F hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60%) percent of all the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sub-Sections E and F, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, **provided that** no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

G. Date of Commencement of Annual Assessments: Due Dates

The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the first day of each and every month remaining in the calendar year. The assessments for any year, after the first year, shall become due on the first day of January of said year and payable monthly in accordance with the method of payment adopted by the Resolution.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Sub-Section C hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date(s) of any special assessment under Sub-Section E hereof shall be fixed in the Resolution authorizing such assessment.

Section 4: The membership rights of any person whose interest in a Unit is subject to assessments under Article IV, Sections 1 & 2 of these By-Laws, whether or not he be personally obligated to pay such assessment, may be suspended by action of the Directors during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the Common Elements and the personal conduct of any person thereon, as provided in Article VI, Sections 1 & 2 of these By-Laws, they may, in their discretion suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

Section 5. (a) The Association, through its Board of Directors, shall establish and maintain a Reserve Fund for purposes of defraying the cost of the repair and replacement of the capital improvements and mechanical equipment constituting the Common Elements.

(b) All monies so collected shall be established in a separate fund, as provided in Article IV, Section 3E(b) to be held strictly in furtherance of the purposes stated in subparagraph (d) of this Section.

(c) In accordance with the provisions of Article IV, Section 3E the Association, through its Board of Directors, shall have the right, during any calendar years, to levy a special assessment for the purpose of adding to the reserve fund account established in subsection (a) of this Section 5 for the purposes set forth in subsection (a) of this Section 5.

In determining the special assessment to be so levied, the Board of Directors shall take into consideration the existing capital improvements and their respective life span.

The Board of Directors shall have the absolute right to levy this special assessment in accordance with the provisions of this Article without the requirement or need to acquire the two-thirds (2/3) consent of the members.

(d) In the event withdrawals are made from the fund for the aforesaid purposes, the Board of Directors, without the requirement or need to acquire the two-thirds (2/3) consent of the members shall, for the next succeeding year and thereafter, add to the monthly assessments a special assessment, so as to reestablish the Reserve Fund.

The Board of Directors, in accordance with the provisions of Article IV, Section 3E(a) shall have the right to increase the amount of monies in the reserve fund established under this Article IV.

Section 6. The Association, in furtherance of its collection of the monthly assessment, shall establish and maintain a separate fund for that portion of the monthly assessment applicable to the insurance premiums. All such monies collected for insurance premiums shall be held in a separate fund, as provided in Article IV, Section 3E(b) to be held strictly in furtherance of and for payment of insurance premiums.

**ARTICLE V
VOTING RIGHTS**

Each Unit Owner shall be entitled to one vote for each Unit in which he holds the interest required for membership by Section 1, Article IV. When more than one person holds such interest or interests in any Unit, all such persons shall be members and the votes for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Unit.

**ARTICLE VI
BOARD OF DIRECTORS**

Section 1. NUMBER AND QUALIFICATION: The affairs of the Association shall be governed by a Board of Directors consisting of not less than seven (7) members. After conveyance of 25% of the Units to individual purchasers, not less than 25% of the members of the executive board shall be elected by owners. After conveyance of 50% of the Units to individual purchasers, not less than 40% of the members of the executive board shall be elected by the owners. After conveyance of 75% of the Units to individual purchasers, the developer's control of the executive board shall terminate at which time the owners shall elect the entire executive board. The developer may, however, retain one member of the executive board so long as there are any Units remaining unsold in the regular course of business. In calculating the above percentages, it is presumed that they are calculated on the basis of the entire number of units entitled to membership in the association. The developer may surrender control of the executive board of the association prior to the time as specified, provided the owners agree by a majority vote to assume control. Upon the assumption by the owners of control of the executive board of the association, the developer shall forthwith deliver to the association all items and documents pertinent to the association such as, but not limited to, a copy of the master deed, documents of creation of the association, by-laws, minute book, including all minutes, any rules and regulations, an accounting of association funds, association funds, all personal property, insurance policies, government permits, a membership roster and all contracts and agreements relative to the association. The association, when controlled by the owners, shall not take any action that would be detrimental to the sales of units by the developer and shall continue the same level of maintenance, operation and services as immediately prior to their assumption of controls, until the last unit is sold.

Section 2. POWERS AND DUTIES: The Association by its Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things except as by law or by the Master Deed or by these By-Laws, may not be delegated to the Board of Directors by Unit Owners. Such powers and duties of the Association by its Board of Directors shall include but shall not be limited to the following:

(a) The operation, care, upkeep, repair and replacement of the Common Elements and services and personal property of the Association, if any, together with the right to use all funds collected by the Association to effectuate the foregoing.

(b) Determination of the Common Expenses required for the affairs and duties of the Association including the establishment of reasonable reserves if required for depreciation, retirement and renewals.

(c) Collection of the Common Expenses and assessments from the Unit Owners together with any costs and expenses of collection thereof.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the Property, including the Common Elements and other property which may be owned by the Association.

(e) Adoption and amendment of rules and regulations covering the operation and use of the Property.

(f) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.

(g) Purchase or arrangement for such services, machinery, tools, supplies and the like as in the opinion of the Board of Directors may from time to time, be necessary for the proper operation and maintenance of the Property and Common Elements and the facilities and general business of the Association. The Board of Directors may also employ a manager for the Association at such compensation as it may deem appropriate to perform such duties as the Board of Directors may so designate and may lawfully delegate.

(h) Employment of legal counsel, engineers and accountants and to fix their compensation whenever such services may be deemed necessary by the Board of Directors.

(i) Maintenance of detailed books of account of the receipts and expenditures of the Association. The aforesaid books of account shall be audited when requested by the Board of Directors but not less than annually by a certified public accountant and a statement reflecting the financial condition and transactions of the Association shall be furnished to each Unit Owner on an annual basis. The books of account and any supporting vouchers shall be made available for examination by a Unit Owner at convenient hours on working days that shall be established by the Board of Directors and announced for general knowledge.

(j) Maintenance and adequate fidelity bonds for Association officers, agents and employees handling Association funds and records, at such times and in such amounts as the Board of Directors may deem necessary. The premiums for such coverages shall be paid by the Association and shall constitute a Common Expense.

(k) Payment of all taxes, assessments, utility charges and the like assessed against any property of the Association or assessed against any Common Element, exclusive of any taxes or assessments properly levied against any Unit Owner.

(l) Purchasing or leasing or otherwise acquiring in the name of the Association or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or surrender by their Unit Owners to the Association or to the Board of Directors, when so required in the discretion of the Board of Directors.

(m) Purchasing of Units at foreclosure or other judicial sale in the name of the Association, or its designee, corporate or otherwise, on behalf of all Unit Owners when so required in the discretion of the Board of Directors.

(n) Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of the Board of Directors), or otherwise dealing with Units acquired or leased by the Association, or its designee, corporate or otherwise, on behalf of all Unit Owners.

(o) Adjust or increase the amount of any monthly installment payment of Common Expenses and to levy and collect from Unit Owners special assessments in such manner as the Board of Directors may deem necessary to defray and meet increased operating costs, capital expenses or to resolve emergency situations; provided, however, that all such special assessments or increased payment assessments shall be levied against the Unit Owners in the same proportions or percentages as provided in Exhibit D of the Master Deed.

(p) Organizing corporations to act as designees of the Association in acquiring title to or leasing of Units on behalf of all Unit Owners.

(q) Those powers and duties as stated in the Master Deed.

(r) Making of repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property in accordance with the other provisions of the Master Deed and these By-Laws after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings. When in the opinion of the Board of Directors any of the Common Elements requires protection, renewal, maintenance to repair or when enforcement of any of the Association's rules and regulations so require or when the abatement of any nuisance is required or in any emergency situation, the Board of Directors will have the right to enter any Unit for such purpose. Such entry shall, however, be done with as little inconvenience to the Unit Owners hereof as is reasonably possible by the acceptance of a deed conveying each Unit to the Unit Owner; each Unit Owner expressly and irrevocably grants and confirms the rights of entry aforesaid.

(s) To grant and execute any agreements relative to laundry, concessions, CATV licenses or any other agreement of mutual benefit to the Association and Unit Owners.

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

Section 3. TERM OF OFFICE: At the first annual meeting of the Unit Owners the term of office of three members of the Board of Directors shall be fixed at three (3) years, the term of office of two members of the Board of Directors shall be fixed at two (2) years and the term of office of the remaining two members of the Board of Directors shall be fixed at one (1) year. The three three year terms shall go to the three individuals receiving the highest number of votes; the two two year terms shall go to the two individuals receiving the next highest number of votes; the one year term goes to the individual receiving the least number of votes. At the expiration of the initial term of office of each respective member of the Board of Directors, his successor shall be elected to serve for a term of three years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Unit Owners.

Section 4. (a) NOMINATION: Nomination for election to the Board of Trustees shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each meeting of the members, to serve from the close of each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

(b) **ELECTION:** Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Master Deed. The persons receiving the largest number of votes shall be elected. Cumulative voting is permitted.

Section 5. SURRENDER OF CONTROL OF BOARD OF DIRECTORS:

Control of the Condominium Association shall be surrendered to the Condominium Unit Owners in the following manner:

1. Upon conveyance of 25% of the Condominium Units, not less than 25% of the members of the Board of Directors shall be elected by the Condominium Unit Owners;

2. Upon conveyance of 50% of the Condominium Units, not less than 40% of the members of the Board of Directors shall be elected by the Condominium Unit Owners.

3. Upon conveyance of 75% of the Condominium Units, the Grantor's control of the Board of Directors shall terminate and at such time the Condominium Unit Owners shall elect the entire Board of Directors, except that so long as any Condominium Units remain unsold, in the regular course of business, the Grantor may retain one member of the Board of Directors.

The Grantor may surrender control of the Board of Directors of the Association prior to the time as specified, provided, the Condominium Unit owners agree by a majority vote of those eligible and present to vote, to assume control. Once controlled by the Condominium Unit Owners, the Association shall not take any action that would be detrimental to the Grantor's sale of the remaining unsold Condominium Units.

Notwithstanding the above provisions the time as to transfer of control by Grantor shall be in accordance with N.J.A.C. 5:26-8.4.

Section 6. REMOVAL OF MEMBERS OF THE BOARD OF DIRECTORS:

At any annual or special meeting of Unit Owners any one or more of the members of the Board of Directors may be removed with or without cause by a majority vote pursuant to Section 7 of Article IX hereof and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting called for such purpose.

Section 7. VACANCIES: Vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the Unit owners and which vacancy has a remaining term of less than six months, same shall be filled by a vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy provided, however, that if the vacating Board member was a Unit Owner then only Unit Owner Board members may vote to fill the vacancy, and each person so elected shall be a member of the Board of Directors until a successor shall be elected at the next annual meeting of the Unit Owners and the term of the newly elected director shall be for the balance of the term of the vacated directorship. When a member of the Board of Trustees who has been elected by unit owners other than sponsor is removed or resigns that vacancy shall be filled by a unit owner other than sponsor.

Section 8. ORGANIZATIONAL MEETING: The first meeting of the members of the Board of Directors following the first annual meeting of the Unit owners shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Unit Owners at the first organizational meeting at which such Board of Directors shall have been elected and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present thereat.

Section 9. REGULAR MEETINGS: Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors, but at least two such meetings shall be held during each fiscal year of the Association. Notice of regular meetings of the Board of Directors shall be given to each member of the Board of Directors by mail or telegraph at least ten (10) business days prior to the day designated for such meeting.

Section 10. SPECIAL MEETINGS: Special meetings of the Board of Directors may be called by the President of the Association on three (3) business days' notice to each member of the Board of Directors given by mail or telegraph, which notice shall state the time, place and purpose of the meetings. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice at the written request of at least three members of the Board of Directors.

Section 11. WAIVER OF NOTICE: Any member may at any time waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time and place thereof. If the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. QUORUM OF BOARD OF DIRECTORS: At a meeting of the Board of Directors a majority of members thereof shall constitute a quorum for the transaction of business and the votes of a majority of the members of the Board present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 13. FIDELITY BOND: The Board of Directors shall obtain adequate fidelity bonds for all officers and employees of the Association handling or responsible for Association funds. The premiums on such bonds shall constitute a Common Expense.

Section 14. COMPENSATION: No member of the Board of Directors shall receive any compensation from the Association for acting as such.

Section 15. LIABILITY OF THE BOARD OF DIRECTORS: The members of the Board of Directors shall not be liable to the Unit Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or of these By-Laws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements. Every agreement made by the Board of Directors on behalf of the Association shall provide that the members of the Board are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners) and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

Nothing to the contrary stated herein shall exculpate the members of the Board of Directors appointed by the Grantor/Developer from their fiduciary responsibilities.

Section 16. MANAGING AGENT AND MANAGER: The Board of Directors may employ a managing agent and/or a manager for the Condominium at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or the manager all of the powers granted to the Board of Directors by these By-Laws, but notwithstanding such delegation, will remain responsible to the Unit Owners for the proper performance of such duties and services.

ARTICLE VII
OFFICERS

Section 1. DESIGNATION: The principal offices of the Association shall be the President, Vice-President, the Secretary and Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in its judgment may be necessary. The President and Vice-President, but no other officers, need be members of the Board of Directors.

Section 2. ELECTION OF OFFICERS: The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 3. REMOVAL OF OFFICERS: Upon the affirmative vote of a majority of the members of the Board of Directors any officer may be removed with or without cause and his successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

Section 4. PRESIDENT: The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the Unit Owners and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of President of a corporation organized under New Jersey Law, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he may in his discretion decide is appropriate, to assist in the conduct of the affairs of the Association.

Section 5. VICE-PRESIDENT: The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or the President.

Section 6. SECRETARY: The Secretary shall keep the minutes of all meetings of Unit Owners and of the Board of Directors; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary of a corporation organized under New Jersey Law. The Secretary shall also perform the duties aforesaid for any committees as the Board of Directors or the President may so direct.

Section 7. TREASURER: The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. He shall be responsible for the deposit of all monies and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors and he shall generally perform all duties incident to the office of Treasurer of a corporation under New Jersey Law. He shall render to the President and the Board of Directors at the regular meetings of the Board of Directors whenever either the President or the Board of Directors shall require, a full account of his transactions as Treasurer and a full account of the financial condition of the Association.

Section 8. COMPENSATION OF OFFICERS: No officers shall receive any compensation from the Association for acting as such.

Section 9. AGREEMENTS, CONTRACTS, DEED, CHECKS, ETC.: All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any two officers of the Association or by such other person or persons as may be designated by the Board of Directors.

Section 10. INDEMNIFICATION OF OFFICERS: Each officer, his heirs, administrators and executors shall be indemnified and held harmless by the Association against any losses, expenses and counsel fees reasonably incurred in connection with any action or proceeding in which said officer, his heirs, administrators and executors are made a party by reason of such office. Provided, however, that should such officer be adjudged in such action to have been guilty of gross negligence or willful misconduct, the aforesaid indemnity shall not apply. In the event of a settlement, such officer shall be indemnified only as to such matters covered by the settlement which the Association is advised by its counsel is not the result of such gross negligence or willful misconduct of such officer. The aforesaid indemnification is intended to encompass the aforesaid acts of the officers as such to the extent herein provided and is not intended to be operative with respect to any duties, obligations or liabilities assumed by such officers as Unit Owners or Association members.

ARTICLE VIII OPERATION OF THE PROPERTY-INSURANCE

Section 1. DETERMINATION AND ESTABLISHMENT OF COMMON EXPENSES: The Board of Directors shall, in accordance with Article IV, prior to the beginning of each fiscal year of the Association, prepare a budget which shall determine the amount of common charges payable by each Unit Owner to meet the Common Expenses of the Association including any reserves and to make up for any deficit in the Common Expenses for any prior year. The Board of Directors shall allocate and assess such charges among the Unit Owners according to and in the percentage of their respective ownership of Common Elements as set forth in the Master Deed. Unit Owners shall be advised of the amount of Common Expenses payable by each of them and these charges shall be paid to the Association in twelve (12) equal monthly installments on the 1st day of each month of the fiscal year in advance at the office of the Association. A statement of the aforesaid yearly charges shall be mailed to each Unit Owner at the commencement of each fiscal year and no further billing by the Association shall be required. The Common Expenses shall include such amounts as the Board of Directors may deem proper for the operation and maintenance of the property, including, but not limited to the cost of insurance premiums on all policies as required by these By-Laws or the Master Deed, an amount for working capital of the Association, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the Common Expenses for any prior year. The Common Expenses may also include such amounts as may be required for the purchase or lease by the Association or its designee, corporate or otherwise, on behalf of all Unit Owners of any Unit whose owner has elected to sell or lease such Unit, or of any Unit which is to be sold at a foreclosure or other judicial sale. The Board of Directors shall advise all Unit Owners promptly, in writing, of the amount of Common Expenses payable by each of them respectively, as determined by the Board of Directors, as aforesaid, and shall furnish copies of each budget on which such Common Expenses are based to all Unit Owners.

Section 2. INSURANCE:

A. The Board of Directors shall be required to obtain and maintain, to the extent obtainable, the following insurance upon the Common Elements and common equipment and personal property owned by the Association. The policies so obtained shall be for the benefit and protection of the Association and the owners of the Units and their respective mortgages as their interests may appear. Such policies shall include provisions that they be without contribution that improvements to Units made by Unit Owners shall not affect the valuation of the Property for the purposes of insurance and that the insurer waives its rights of subrogation as to any claims against Unit Owners, the Association and their respective employees, servants, agents and guests. The coverages shall be against the hereinafter enumerated perils and contingencies:

(1) A policy of property insurance equal to the full replacement value (i.e., 100% of current "replacement cost" excluding land, foundation, excavation, and other items normally excluded from coverage) of the condominium property (including all building service equipment and the like, and including structural or non-structural walls, fixtures, equipment within each and every Unit). Said insurance must protect against at least the following:

(a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage;

(b) if the project contains a steam boiler, a broad-form policy of repair and replacement boiler and machinery insurance of at least \$50,000 per accident per location; and

(c) such other risks as are customarily covered in similar projects.

(2) A comprehensive policy of public liability insurance covering all of the common elements in the condominium property with a Severability of Interest Endorsement or equivalent coverage which would preclude the insurer from denying the claim of a unit owner because of the negligent acts of the Association or another Unit owner, with limits not less than \$1,000,000 covering all claims for personal injury and/or property damage arising out of a single occurrence, including protection against water damage liability, liability for nonowned and hired automobile liability for property of others and, if applicable: elevator collision, garage-keeper's liability, host liquor liability, and such other risks as are customarily covered in similar projects. Any such policy shall be subject to Federal National Mortgage Association or Federal Home Loan Mortgage Corporation approval, if applicable.

(3) Flood Insurance for those Common Elements located in a flood hazard area, said insurance to be in an amount equal to the greater of the full replacement value of the applicable Common Elements or the maximum amount allowed under governmental regulations.

(4) The Association shall maintain adequate fidelity coverage against dishonest acts by its officers, directors, trustees and employees, and all others who are responsible for handling funds of the Association. Such fidelity bonds shall meet the following requirements:

(a) all shall name the Owners Association as an obligee;

(b) all shall be written in an amount equal to at least 150% of the estimated annual operating expenses of the Association including reserves.

(c) all shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

(d) all shall provide that they may not be cancelled or substantially modified without at least 30 days prior written notice.

(5) Any insurance obtained shall be subject to the following:

(a) the named insured under any such policies shall be the Association, as a trustee for the Owners of the Units, or its authorized representative, including any trustee with which such Association may enter into any Insurance Trust Agreement, or any successor trustee, each of which shall be referred to as the "Insurance Trustee" who shall have exclusive authority to negotiate losses under these policies (any Insurance Trust Agreement shall be subject to the prior approval of the Federal National Mortgage Association or its successor or the Federal Home Loan Mortgage Corporation or its successor, as applicable); and

(b) insurance coverage obtained and maintained may not be brought into contribution with insurance purchased by the owners of the Units or their mortgages;

(c) coverage must not be prejudiced by (a) any act or neglect of the owners of the Units when such act or neglect is not within the control of the Association or (b) any failure of the Association to comply with any warranty or condition regarding any portion of the premises over which the Association has no control;

(d) coverage may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least 30 days' prior written notice to any and all insureds; and

(e) all policies must contain a waiver of subrogation by the insurer as to any and all claims against the Association, the owner of any Unit and/or their respective agents, employees or tenants, and of any defenses based on co-insurance or on invalidity arising from the acts of the insured.

(f) all policies of property insurance must provide that, despite any provisions giving the carrier (insurer) the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable without the prior written approval of the Association (or any Insurance Trustee).

(6) WORKMEN'S COMPENSATION: coverage to meet the requirements of law. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Association and the Unit Owners, as a group, to an individual owner.

(7) Such other insurance as Board of Directors may deem proper and necessary, or as required under the Master Deed. Each Unit Owner shall have the right to obtain insurance at his own expense, affording coverage upon his personal property, including betterments and improvements, and for his personal ability and as may be required by law, but all such insurance shall contain the same waiver of subrogation as that referred to hereinabove (if same is available) and must be obtained from an insurance company from which the Association obtains coverage against the same risk liability or peril if the Association has such coverage. However, a Unit Owner shall not be obligated to purchase such insurance through the broker handling the same for the Association.

B. All insurance policies maintained by the Association shall be for the benefit of the Association and the Unit Owners, and their mortgagees, as their respective interest may appear and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Association, as Trustee, the Association, as Trustee, shall hold such proceeds for the benefit of the Association, the Unit Owners, and their respective mortgagees in accordance with the provisions of the Master Deed.

Section 3. PAYMENT OF COMMON EXPENSES:

A. All members shall be obligated to pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of Section 1 of Article VIII of these By-Laws, which payment shall be made monthly on the first day of each month to the Association at the principal office of the Association or at such other place as may be designated by the Board of Directors. Each member of the Association, shall in addition, be required to maintain with the Association a sum equal to 1/6th of the estimated annual assessment of his Unit as security by the Association for working capital.

Unit Owners may be required to supplement said security from time to time by future payments in the event that the estimated annual assessment for future years is increased, or if the amount theretofore paid has been applied in whole or in part for working capital.

B. The pro-rata contribution of each member toward the Common Expenses which a member shall be obligated to pay shall be based upon the percentage or share of the member's interest in the Common Elements as the same is set forth in the Master Deed. No abandonment of the Unit owned by a member of a waiver of the use and enjoyment of any of the Common Elements shall exempt or excuse any member from his contribution toward the expenses aforesaid.

Section 4. PAYMENT OF SPECIAL ASSESSMENTS: Special assessments, when levied by the Board of Directors, pursuant to these By-Laws, shall be paid by the members in such manner as may be determined by the Board of Directors; provided, however, that the pro-rata contribution of each member or such special assessment shall be in accordance with Section 3 of this Article.

Section 5. DEFAULT IN PAYMENT OF COMMON EXPENSES AND ASSESSMENTS: All Common Expenses and assessments chargeable to and payable by a member for his Unit shall constitute a lien against said Unit in favor of the Association without the necessity for the filing of any such lien or notice of lien with the office of any State, County or Municipal Official. The aforesaid lien shall be prior to all other liens except:

- (a) any similar liens by the Association for prior charges and assessments;
- (b) assessments, liens and charges for unpaid taxes due on said Unit;
- (c) permitted first mortgages of record upon such Unit.

All assessments that remain unpaid for over thirty days shall bear interest from the assessment due date at the highest rate permitted by law.

The lien aforesaid may be foreclosed as provided in the Master Deed, in the same manner as real estate mortgages, and in the event of such foreclosure the Association shall, in addition to the amount due, be entitled to recover interest as hereinbefore provided on such sum or sums due, together with the reasonable expenses of such action, including costs and attorney's fees. A suit by the Association against the delinquent member to recover a money judgment or the unpaid Common Expenses and assessments shall be maintainable without foreclosing or waiving the lien securing the same. The action for a money judgment shall be instituted by the Association upon the expiration of ninety days after any Common Expense or assessment shall be due and payable. Failure to pay any installment of any of the Common Expenses and assessments when due, shall, at the option of the Board of Directors, render the entire annual amount due and payable, as if no installment provisions were operative.

Section 6. MAINTENANCE AND REPAIR:

A. All maintenance, repairs and replacements to the "Common Elements", whether located inside or outside of the Units (unless necessitated by the negligence, misuse, or neglect of a Unit Owner, his tenants, agents, guests, licensees or servants, in which case such expense shall be charged to such Unit Owner), and regardless of whether there is special benefit thereby to particular Unit Owners, shall be made by the Association and be charged to all members as Common Expense.

B. All maintenance, any repairs and replacements to such portion of any Unit which does not comprise a part of the Common Elements or any part or parts thereof belonging in whole or in part to other members, shall be made promptly and carefully by the member or members owning such Units at their own risk, cost and expense. Each member shall be liable for any damages, liabilities, costs or expenses, including attorney's fees, caused by or arising out of his failure to promptly and/or carefully perform any such maintenance and repair work.

Section 8. RESTRICTIONS ON USE OF UNITS: In order to provide for congenial occupancy of the Property and for the protection of the values of the Units the use of the Property (including the Association property) shall be restricted to and shall be in accordance with the following provisions:

- (a) The Common Elements as well as the property and facilities of the Association shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units and garage spaces and parking spaces.
- (b) No nuisances shall be maintained by any Unit Owner, nor shall any use or practice be allowed by any owner which is a source of annoyance to, or which interferes with the peaceful possession or proper use of, the Units or Common Elements by Unit Owners.
- (c) No immoral, improper, offensive or unlawful use shall be made of any Unit or part thereof or of any of the Common Elements, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof shall be complied with, by and at the sole expense of the Unit Owners or the Association, whichever shall have the obligation to maintain or repair such portion.
- (d) No portion of a Unit (other than the entire Unit) may be rented, and no transient tenants may be accommodated therein, all as stated in the Master Deed.
- (e) The Unit or any part thereof shall only be used for residential purposes.

Section 9. ADDITIONS, ALTERATIONS OR MODIFICATIONS: No member shall make any structural additions, alterations, or improvements in or to his Unit (or elsewhere on the Property) without the prior written consent thereto of the Board of Directors or impair any easement without the written consent of the Board of Directors or of the Unit Owner(s) for whose benefit such easement exists. The provisions of this Section shall (a) not apply to the Units owned by the Grantor until such Units shall have been initially sold by the Grantor and paid for; and (b) are more specifically subject to the provisions of Article 22 of the Master Deed.

While the Grantor 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, nor will Grantor cast any votes so as to change the use of a Unit or cause an encroachment upon the Common Elements.

Section 10. USE OF COMMON ELEMENTS AND FACILITIES:

- (a) A Unit Owner shall not place or cause to be placed in any area or part of the Common Elements, other than a deck to which Unit Owner has sole access, and other than the areas designated as storage areas, any furniture, packages, or objects of any kind.
- (b) The designated parking areas of the Common Elements shall not be used as storage areas for vehicles, motor or recreational, boats or trailers.
- (c) No Unit Owner shall park or caused to be parked any type of vehicle, either temporarily or permanently, within the building's courtyard or the entry driveway to the courtyard.

Section 11. RIGHT OF ACCESS: A Unit Owner shall grant a right of access to his Unit to the Association or any person authorized by the Association for the purpose of making inspections, or for the purpose of correcting any condition originating in his Unit and threatening any Unit or Common Element, or for the purposes of performing installations, alterations, or repairs to the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the Property, or to correct any condition which violates the provisions of any mortgage covering another Unit, 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 emergency, such right of entry shall be immediate whether the Unit Owner is present at the time or not.

Section 12. ADDITIONS, ALTERATIONS, OR IMPROVEMENTS BY ASSOCIATION: The Association shall have the right to make or cause to be made such alterations and improvements to the Common Elements (which do not adversely prejudice the right of any Unit Owner unless his written consent has been obtained) provided the making of such alterations and improvements is first authorized by the Board of Directors of the Association and, if the cost of same exceeds \$10,000.00, said work is approved by not less than a majority of the Unit Owners. The costs of such alterations and improvements shall be assessed as Common Expenses, unless in the judgment of not less than 70% of the Board of Directors, the same are exclusively or substantially exclusively for the benefit of the Unit Owners requesting the same in which case such requesting Owners shall be assessed therefor in such proportion as they approve jointly and failing such approval, in such proportions as may be determined by the Board of Directors.

Section 13. RULES OF CONDUCT: Rules and regulations concerning the use of Units and the Common Elements may be promulgated and amended by the Association with the approval of the majority of the Unit Owners. Copies of such rules and regulations shall be furnished by the Association to each Unit Owner.

ARTICLE IX MEETINGS OF UNIT OWNERS

Section 1. PLACE OF MEETINGS: The Unit Owners of the Condominium shall hold meetings at the principal office of the Condominium at 1640 Auxhull Road, Union, New Jersey, or at such other place as may be fixed, from time to time, by the Board of Directors and designated in the notice of such meeting. The first annual meeting of the Unit Owners shall be held at 8 o'clock P.M. on the first Monday of the month following the month in which the Grantor has conveyed title to seventy-five (75%) percent of the units to individual Unit Owners. Thereafter an annual meeting of the Unit Owners shall be held on the first Monday of said month or in the event that day is a holiday on the first day thereafter which is not a legal holiday in each succeeding year. At the annual meeting the Unit Owners shall elect a Board of Directors of the Association and may transact such other business as may properly come before the meeting.

Section 2. SPECIAL MEETINGS: Special meetings may be called by the President, Vice-President, Secretary, or a majority of the Board of Directors, and must be called by such officers upon receipt of a written request of thirty percent (30%) or more of the Unit Owners. Such written request shall state the purpose or purposes of the proposed meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice.

Section 3. RECORD DATE: For the purpose of determining the Unit Owners entitled to notice of any meetings, of the Association or any adjournment thereof or for the purpose of any other action, the Board of Directors shall fix in advance a date as the record date for such determination. Such date shall not be more than thirty (30) nor less than ten (10) days before the date of the meeting. If no record date is fixed, then the date shall be determined in accordance with the provisions of law relating thereto.

Section 4. NOTICE OF MEETING: Notice of meetings of the Unit Owners shall be in writing. Notice of the meeting other than the annual meeting shall indicate and state that it is being issued by or at the direction of the person or persons calling the meeting. Such notice shall be mailed or delivered not less than ten (10) or more than ninety (90) days prior to the date of the meeting. Notice of all meetings at which disposition is to be made of assets, granting of rights or easements in the Property must also be given to the holders of the first mortgages of any Units.

Section 5. WAIVER OF NOTICE: Notice of a meeting need not be given to any Unit Owner who signs a waiver of notice either in person or by proxy, whether before or after the meeting. The attendance of any Unit Owner at a meeting in person or by proxy, without protesting prior to the conclusion of the meeting, the lack of proper notice of such meeting, shall constitute a waiver of notice of meeting by him.

Section 6. QUORUM: The presence in person or by proxy of Unit Owners holding at least fifty-one percent (51%) or more ownership interest in the Common Elements (as defined in the Master Deed) shall constitute a quorum at a meeting of the Unit Owners.

Section 7. MAJORITY VOTE: The vote of a majority of shares (as defined in Section 8 of this Article IX) cast by Unit Owners at a meeting at which a quorum shall be present shall be binding upon the Unit Owners for all purposes except where in the Master Deed or these By-Laws or the provisions of New Jersey law, a higher percentage rate is required.

Section 8. VOTING: The Association may, but shall not be required to, issue certificates or other evidence of membership. The aggregate number of votes for all Unit Owners shall be Three Hundred Ninety-six and each unit shall have one (1) vote. A fiduciary shall be entitled to vote with respect to any Unit owned in a fiduciary capacity. If a Unit is owned by more than one Unit Owner the votes allocable to such Unit may be divided in any manner as the Unit Owners owning the same shall determine. A Unit which has been acquired by the Association in its own name or in the name of its agents, designee or nominee on behalf of all of the Unit Owners shall not be entitled to a vote so long as it continues to be so held. Votes may be cast by each Unit Owner in person or by his proxy when designated with the Secretary of the Association. The designation of any such proxy shall be made in writing and filed with the Secretary of the Association before the meeting. A proxy is valid only for the particular meeting designated therein. A proxy may be revoked by the Unit Owner by appearance in person at the meeting and there and then filing with the Secretary at that time notice of the revocation.

Section 9. GOOD STANDING: As used in these By-Laws, a Unit Owner shall be deemed "in good standing" and shall therefore be entitled to vote herein provided at any meeting of Unit Owners subject, however, to the limitations of Section 8 of this Article, if said Unit Owner shall have fully paid all then due assessments and charges as permitted by these By-Laws, levied against his Unit and himself at least five (5) days prior to the date fixed for a particular meeting. Provided further that in the event any interest, penalties, costs, fees and the like have been levied against said Unit Owner and his Unit, these interest, penalties, costs, fees and the like shall likewise be fully paid within the aforesaid time.

Section 10. ADJOURNMENT OF MEETINGS: If any meeting of Unit Owners cannot be held because a quorum has not attended, the meeting shall be adjourned to a time not less than 48 hours from the time the original meeting was called.

Section 11. WRITTEN CONSENT TO UNIT OWNERS-APPROVAL OR DISAPPROVAL: Any action that may be taken by a vote of the Unit Owners may be taken without a meeting (provided the laws of the State of New Jersey so provide) on written consent of the Unit Owners duly acknowledged in writing setting forth the action so taken or to be taken by the Unit Owners holding an interest the majority of the total outstanding votes of all Unit Owners in accordance with Section 8 hereof, unless these By-Laws or the provisions of New Jersey law shall require a greater percentage of such votes with respect to a particular action.

ARTICLE X COMMITTEES

Section 1. The Standing Committees of the Association shall be:

The Nominations Committee

The Recreation Committee

The Maintenance Committee

The Architectural Control Committee

The Publicity Committee

The Audit Committee

Unless otherwise provided herein, each committee shall consist of a Chairman and two or more members and shall include a member of the Board of Directors in direct contact. The committees shall be appointed by the Board of Directors prior to each annual meeting to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting. The Board of Directors may appoint such other committees as it deems desirable.

Section 2: The Nominations Committee shall have the duties and functions described in Article VI, Section 4(a).

Section 3: The Recreation Committee shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board in its discretion, determines.

Section 4: The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Properties and Facilities of the Condominium property and shall perform such other functions as the Board in its discretion, determines.

Section 5: The Architectural Control Committee shall have the duties and functions described in Article 22 of the Master Deed applicable to the Condominium property. It shall watch for any proposals, programs or activities which may adversely affect the residential value of the Condominium property and shall advise the Board of Directors regarding Association action on such matters.

Section 6: The Publicity Committee shall inform the members of all activities and functions of the Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the Association.

Section 7: The Audit Committee shall supervise the annual audit of the Association's books and approve the annual budget and balance sheet statement to be presented to the membership at its regular annual meeting, as provided in Article VII, Section 7. The treasurer shall be an ex officio member of the Committee.

Section 8. With the exception of the Nominations Committee and the Architectural Control Committee (but then only as those functions that are governed by Article 22 of the Master Deed) each committee shall have the power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions.

Section 9: It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

ARTICLE XI OBLIGATION TO FIRST MORTGAGE HOLDERS

Section 1. Unless at least sixty-seven (67%) percent of all holders of first mortgage liens on any and all units have given their prior written approval the Board of Directors shall not consent to or partake in any of the following:

(a) The abandonment or termination of the Condominium except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain.

(b) Any material amendment to the Master Deed or to the By-Laws or Articles of Incorporation, including, but not limited to, any amendment which would change the percentage interests of the Unit Owners in the Condominium, the number of votes of a Unit Owner in the Association or the purposes to which any Unit or the Common Elements are restricted.

(c) The effectuation of any decision by the Association to terminate professional management and assume self-management of the Condominium.

(d) The partitioning or subdividing of the Common Elements.

Section 2. The Board of Directors shall in writing, notify a holder of a first mortgage on any Unit of any default by the Owner (mortgagor) of such Unit on the performance of such Owner's (mortgagor's) obligations under the Master Deed or these By-Laws which is not cured within thirty days.

Section 3. The Association and Board of Directors further agrees that:

(a) By virtue of the provisions of this Master Deed and the By-Laws and Articles of Incorporation of the Association any institutional holder of a first mortgage on a Unit in the Condominium is, upon request, entitled to: (i) inspect the books and records of the Condominium during normal business hours; and (ii) receive an annual audited financial statement of the Condominium within ninety (90) days following the end of any fiscal year of the Association; (iii) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings; and (iv) notice of any default under this Master Deed or By-Laws which gives rise to a cause of action against the owner of a Unit subject to the mortgage of such holder, where the default has not been cured within 30 days.

(b) In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the institutional holder of any first mortgage on a Unit is entitled to timely written notice of any such damage or destruction. No Unit Owner or other party shall have priority over such institutional holder with respect to the distribution to such Unit of any insurance proceeds.

(c) If any Unit or portion thereof, or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage on a Unit is entitled to timely written notice of any such proceeding or proposed acquisition and no Unit Owner or other party shall have priority over such institutional holder with respect to the distribution to such Unit of the proceeds of any award or settlement.

(d) If an institutional holder of a first mortgage lien on the Unit obtains title to a Unit as a result of foreclosure of the first mortgage, then such acquirer of title, his successors and assigns, is not liable for the share of Common Expenses and other assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner which became due prior to acquisition of title as a result of the foreclosure. Such unpaid share of Common Expenses and other assessments shall be deemed to be Common Expenses collectible from all of the remaining Unit Owners including such acquirer, his successors and assigns.

(e) Any management agreement for the Condominium will be terminable by the Association for cause upon sixty (60) days' prior written notice thereof, and the term of any such agreement shall not exceed one year, renewable by agreement of the parties for successive one year periods.

ARTICLE XII RECORDS

Section 1. RECORDS AND AUDIT: The Board of Directors shall keep detailed records of its actions, minutes of the meetings of the Board of Directors, minutes of the meetings of the Unit Owners and financial records and books of account of the Association, including chronological listing of receipts and expenditures as well as a separate account for each Unit which, among other things, shall contain the amount of each assessment of Common Expenses against such Units, the date when due, the amounts paid thereon and the balance remaining unpaid. An annual report of the receipts and expenditures of the Association audited by an independent certified public accountant shall be rendered by the Board of Directors to all Unit Owners and to all mortgagees of Units who have requested the same, promptly after the end of each fiscal year.

ARTICLE XIII DISSOLUTION

Section 1. PROCEDURE: Upon a vote of at least 80% in number and in common interests of the Unit Owners to dissolve, the provisions of the then applicable laws of the State of New Jersey including the provisions of the New Jersey Condominium Act shall be followed, subject to the rights of any mortgagee or lienor with respect thereto.

Section 2. OWNERSHIP UPON DISSOLUTION: In the event of dissolution, the Property shall thereupon be owned by all of the Unit Owners as tenants in common, each having an undivided percentage interest therein equal to his proportionate share of the Common Elements owned prior to termination. Each Unit Owner may be required to execute such deed and any other document or instrument which may be reasonably required to effect the sale of the Property by the Association, as specifically provided in the Master Deed establishing the Condominium.

ARTICLE XIV COMPLIANCE WITH BY-LAWS AND MASTER DEED

Section 1. PENALTIES: The within By-Laws, the rules, and regulations adopted pursuant hereto, all future amendments hereof and thereof, and the covenants and restrictions in the Master Deed shall be strictly complied with by each Unit Owner. Failure to comply with any of the same shall entitle the Association to bring suit to recover monies due or for damages and/or injunctive relief or both against the offending Unit Owner. If suit has been instituted by the Association and the Unit Owner has been found by the Court to have committed the violation complained of, the Unit Owner shall reimburse the Association for reasonable attorney's fees and such other costs as shall be established by the Court. Nothing herein shall be deemed to preclude any Unit Owner from bringing an action for relief against another Unit Owner or Unit Owners for a violation which affects such aggrieved Unit Owner's occupancy.

ARTICLE XV MISCELLANEOUS

Section 1. NOTICES: All notices herein shall be sent by registered or certified mail to the Association, care of the Secretary, at the office of the Association, or to such other address as the Board of Directors may hereafter designate from time to time in writing to all Unit Owners and to all first mortgagees of any Unit. All notices to any Unit Owner shall be sent by registered or certified mail to the address designated for his Unit, or to such other address as may have been designated by such Unit Owner from time to time in writing to the Association. All notices to mortgagees of Units shall be sent by registered or certified mail to their respective addresses as designated by them from time to time in writing to the Association. All notices shall be deemed to have been given when mailed except notices of change of address which shall be deemed to have been given when received.

Section 2. INVALIDITY: The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, or enforceability or effect of the balance of these By-Laws.

Section 3. CAPTIONS: The captions herein are inserted only as a matter of convenience or reference and in no way define, limit or describe the scope of the By-Laws or the intent of any provision thereof.

Section 4. GENDER: The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 5. WAIVER: No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

**ARTICLE XVI
AMENDMENTS TO BY-LAWS**

Section 1. AMENDMENTS TO BY-LAWS: Except as hereinafter provided otherwise, these By-Laws may be modified or amended by the affirmative vote of at least 75% of all shares of Unit Owners (whether or not present) at a meeting of Unit Owners duly held for such purpose. Modifications and amendments shall be recorded with the Office of the Clerk of Middlesex County in order for the same to be valid and operative. Insofar as rights are conferred on the Grantor by these By-Laws may not be amended or modified (as to those portions only) without the consent in writing of the Grantor, so long as the Grantor shall be the owner of one or more Units.

**ARTICLE XVII
CONFLICTS**

Section 1. CONFLICTS: In case any of these By-Laws conflict with the provisions of the Master Deed or the Condominium Act of the State of New Jersey the provisions of said Master Deed or the Condominium Act as the case may be, shall control.

ARTICLE XVIII

All multiple dwellings, even if they are under a condominium or cooperative form of ownership, are subject to the Hotel and Multiple Dwelling Law (N.J.S.A. 55:13A-1 et seq.). The condominium association or cooperative corporation is considered as the owner for purposes of the Hotel and Multiple Dwelling Law and is held responsible for the abatement of all violations which it has the power to abate and for the payment of registration and inspection fees. Unit Owners may be required to abate violations within their units.

EXHIBIT D

**WESTGATE SQUARE ASSOCIATION
PROJECTED OPERATING BUDGET
INITIAL YEAR OF OPERATION**

	MONTHLY	ANNUALLY
PROJECTED INCOME:		
396 Units at \$46.00 per month	\$18,216	\$218,592
PROJECTED OPERATING EXPENSES:		
Insurance		
Public Liability, Workmen's Compensation, Fire and Extended Coverage	2,891	34,692
Rubbish Removal	1,188	14,256
Repairs & Maintenance:		
(a) Landscaping, Lawn Care, Parking Lots		
(b) Pool, Supplies & Personnel		
(c) Other Common Areas	5,748	68,976
Administrative Costs		
Including part-time office help & taxes	793	9,516
Snow Removal	1,584	19,008
Utility Charges:		
(a) Heating & Electricity — Clubhouse		
(b) Water — Clubhouse		
(c) Swimming Pool		
(d) Street Lighting		
(e) Site — Lighting	3,168	38,016
Management Fee	1,584	19,008
Replacement Reserves:		
Useful Life Description	Monthly Amount	Annual Amount
25 yrs. Paving	378.00	4,536.00
20 yrs. Roofs	378.00	4,536.00
5 yrs. Common Electrical	37.80	453.60
5 yrs. Common Plumbing	37.80	453.60
10 yrs. Gutters & Downspouts	63.00	756.00
Recreation		
30 yrs. Pool	113.40	1,360.80
10 yrs. Pool Fence	25.20	302.40
10 yrs. Pool Equipment	37.80	453.60
15 yrs. Tennis Courts	63.00	756.00
20 yrs. Tennis Fence	25.20	302.40
10 yrs. Clubhouse	100.80	1,209.60
TOTAL PROJECTED OPERATING EXPENSES	\$18,216	\$218,592

The foregoing is a proposed budget for the operation and maintenance of the common elements and facilities in Westgate Square. Based upon the figures contained in the proposed budget, each unit in the development will be subject to an annual assessment of \$552.00. The annual assessment is payable in monthly installments of \$46.00. These figures are based upon full occupancy.

Each member shall, in addition, be required to maintain with the Association a sum equal to 1/6th of the estimated annual assessment of his Unit as security by the Association for working capital.

**WESTGATE SQUARE
A CONDOMINIUM**

Unit Interest
in
Common Elements

All Units shall have a .002525 interest in the common elements, except for Unit No. 94 which shall have a .002625 interest in the common elements.

EXHIBIT E

MANAGEMENT CONTRACT

THIS AGREEMENT entered into by and between,

WESTGATE SQUARE ASSOCIATION, a non-profit corporation of the State of New Jersey, hereinafter referred to as "Westgate";

and

FRANKLIN ESTATES, INC., a New Jersey corporation, hereinafter referred to as "Franklin".

WITNESSETH:

WHEREAS, Westgate is a not for profit corporation of the State of New Jersey, which is a fee owner of the property located in the Township of Edison, County of Middlesex and State of New Jersey, upon which there has been or is about to be erected a clubhouse, swimming pool and other amenities, hereinafter referred to as common properties, to be used in conjunction with an adult community known as Westgate Square; and

WHEREAS, the Developer of said Westgate Square has filed or is about to file in the Office of the Clerk of Middlesex County a Master Deed, which Master Deed, inter alia, shall provide for perpetual easements on or over the common properties for the benefit of individual units, and which shall further provide for Westgate to maintain the exterior of said units, the grounds surrounding same, community street lighting, maintenance of parking areas and similar areas of maintenance; and

WHEREAS, it is common practice for an Association of this nature to employ the services of a management contractor to fulfill the management obligations; and

WHEREAS, it is desirable for the Developer to undertake the responsibility of maintenance of the development from the inception thereof.

NOW, THEREFORE, in consideration of the promises aforesaid mutually exchanged between the parties,

BE IT AGREED AS FOLLOWS:

1. Franklin shall be the manager of Westgate Square and shall oversee the maintenance of the common properties, as well as those duties and responsibilities as more particularly provided in the Master Deed hereinabove referred to.
2. In consideration for the services to be performed by Franklin, it shall receive as a fee the sum of \$4.00 per month per unit. Payments hereunder shall be made on a monthly basis.
3. This contract shall be effective as the closing date of the first unit to an individual purchaser and shall expire one year therefrom.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____ 1982.

WESTGATE SQUARE ASSOCIATION

By _____

FRANKLIN ESTATES, INC.

By _____

ATTEST:

ATTEST:

EXHIBIT F
AGREEMENT OF SALE

THIS AGREEMENT is made on

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BETWEEN

FRANKLIN ESTATES, INC., a New Jersey corporation,
909 Cedar Bridge Avenue
Brick Town, New Jersey,

referred to as the Seller,

AND

whose address is

referred to as the Buyer.

The words "Buyer" and "Seller" include all Buyers and Sellers listed above.

1. PURCHASE AGREEMENT. The Seller agrees to sell and the Buyer agrees to buy the property described in this agreement.

2. PURCHASE PRICE. The purchase price is \$

3. PROPERTY. The property to be sold consists of a condominium unit in a structure located on land in the Township of Edison, County of Middlesex and State of New Jersey. The legal description is:

Known and designated as Unit _____ in Building _____ in Westgate Square, a condominium, together with an undivided _____ percentage interest in the Common Elements appurtenant to it, in accordance with and subject to the terms, limitations, conditions, covenants, restrictions and other provisions of the Master Deed which has been or is about to be recorded in the Office of the Clerk of Middlesex County.

4. PAYMENT OF PURCHASE PRICE. The Buyer will pay the purchase price as follows:

- (a) Upon signing this agreement
for which this shall be a receipt * \$
- (b) By additional payment on or before * \$
- (c) By proceeds of mortgage with interest
at % per annum, with monthly direct
reduction payments for a period of
years \$
- (d) By cash or certified check at closing \$

*All deposit monies or money paid under this agreement shall be held in escrow or trust for at least the seven-day rescission period and if this agreement is not rescinded, for a further period of time until closing or termination of this agreement. The escrow or trust account shall be placed in Peoples National Bank of North Jersey, P.O. Box 97, Denville, New Jersey 07834, Franklin Estates, Inc. Trust Account, Sidney K. Neidich, Escrow Agent.

5. MORTGAGE CONTINGENCY. The Buyer agrees to make application for a mortgage from a lending institution designated by Seller, if any, and to pay the charges for a credit report and application fee, which fees will be in addition to the contract price. In the event the Buyer does not qualify for or cannot obtain the mortgage within a period of 60 days from the date of this agreement, then this contract at the option of either party upon written notice shall be declared null and void, and all deposit monies shall be refunded to the Buyer. The credit report fee and application fee are non-refundable.

6. The Seller warrants that the above property will substantially conform to the Model.

7. It is understood that no changes in construction or in completion ordered by Buyer will be made unless authorized in writing by the Buyer at a cost agreed upon and approved by the Seller in writing.

8. TIME AND PLACE OF CLOSING. The closing date cannot be made final at this time. The Buyer and Seller agree to make _____ 19 _____, the estimated date for the closing. Both parties will fully cooperate so the closing can take place on or before the estimated date. The closing will be held at offices of M. Richard W. Vail, Esq., 71 Mantoloking Road, Bricktown, New Jersey.

9. All charges in connection with the mortgage loan and the closing of title, including the mortgagee's attorney's fees regarding the title search, preparation of necessary documents, mortgagee title insurance, recording deed and mortgage, survey, appraisal fees, application fees, credit reports, prepaid taxes, insurance, etc., shall be paid by the Buyer at time of closing.

10. The buyer acknowledges that they have been specifically informed and are aware that M. Richard W. Vail, Esq. represents the Seller in this transaction solely. The Buyer also acknowledges that they are and have been made aware of their right to procure independent counsel of their own choosing to represent them.

11. Taxes for the current year, if any, are to be adjusted to the date of passing title.

12. The Seller agrees to pay all costs and assessments for all offsite improvements, including street construction, sewer, water, gas, electricity and curbs.

13. PROPERTY LINES. The Seller states that all buildings, driveways and other improvements on the property are within its boundary lines. Also, no improvements on adjoining properties extend across the boundary lines of this property.

14. OWNERSHIP. The Seller agrees to transfer and the Buyer agrees to accept ownership of the property free of all claims and rights of others, except for:

(a) the rights of utility companies to maintain pipes, poles, cables and wires over, on and under the street, the part of the property next to the street or running to any house or other improvement on the property;

(b) recorded agreements which limit the use of the property, unless the agreements; (1) are presently violated; (2) provide that the property would be forfeited if they were violated; or (3) unreasonably limit the normal use of the property.

In addition to the above, the ownership of the Buyer must be insurable at regular rates by any title insurance company authorized to do business in New Jersey subject to the above exceptions. Transfer of title to the Buyer is to be made subject to the Master Deed and the Rules and Regulations contained in the Certificate of Incorporation and By-Laws of Westgate Square Association.

15. **FIRE AND OTHER CASUALTY.** Partial loss or damage to the unit by fire, storm or other casualty between the date of this contract and the closing date shall not void or impair this agreement, but all such damage by way of fire, storm or other casualty is to be the responsibility of the Seller. In the event of substantial or total loss as a result of the hazards mentioned above, Seller shall have the option to repair all damage at its own cost or to cancel this agreement and refund all deposit monies paid. In the event of loss or damage as a result of the hazards mentioned, the time for completion shall be extended for such time as may be reasonably required to repair the damage but not to exceed 6 months. The Seller shall provide the Buyer with a 30-day notice as to the damage and whether Seller is going to cancel the agreement or extend it. If the Seller is going to extend this agreement, the notice shall state the new estimated date of completion.
16. It is further agreed that this agreement is subject and subordinate to any construction mortgage now or hereafter to be placed upon the property in favor of any lending institution for any sum of money loaned or to be loaned to the Seller for construction purposes under the terms of the mortgage. However, the mortgage shall be cancelled or the property shall be released from the mortgage at or before closing.
17. This agreement may not be assigned or recorded by the Buyer without the written consent of the Seller. Any breach of this provision will entitle the Seller to cancel this agreement, at its option, and to retain any deposit money paid by the Buyer under this agreement, without further liability, provided the deposit does not exceed 10% of the purchase price.
18. The Buyer and Seller agree that the sole liability of the Seller under this agreement shall be limited to the return of all monies together with the cost of title searches or surveys.
19. In the event completion is delayed due to inclement weather, strike, lockouts or other labor disputes affecting either Seller or any of Seller's suppliers of materials or labor, delay in the issuance of permits, inspections, acts of war, emergency proclamation, governmental regulations, or for any reasons beyond Seller's control, it is agreed that the closing date in this agreement will be extended until such time as the dwelling can be completed. The extended closing date is not to be beyond 120 days from the fixed closing date or the Buyer may terminate this agreement and receive the return of all deposit monies.
20. It is expressly understood that the Model furnishings, decorations, wallpapers, shrubs and other items, are for display only and are not intended to be included in the sale.
21. **IT IS EXPRESSLY UNDERSTOOD THAT LIGHTING FIXTURES AND FLOOR COVERINGS AS SHOWN IN THE MODEL ARE NOT INCLUDED IN THE SALE.** The Seller will, however, make available to the Buyer a selection of floor coverings and one set of standard lighting fixtures that is included with the purchase of the property. In the event standard floor covering selection offered by the Seller is not used, then an allowance will be granted to the Buyer toward the selection of all floor coverings in their Model. Floor covering allowance \$ _____; Lighting fixture allowance \$ _____.
22. All selections and options regarding colors, items or extras shall be made, obtained and/or purchased through the Seller or its designated subcontractors or suppliers. Installations regarding these items shall be completed by the Seller or his designates. Choices and selections shall be made by Buyer within ten days of notification by the Seller. Failure to make such selections and choices of color and kind of material shall be deemed a waiver of such selection and the Seller may select the same for the Buyer and complete the dwelling.
23. The Buyer promises and agrees, if the dwelling to be erected shall not be complete and ready for occupancy on the date fixed for closing as provided in Paragraph 20 above, that the Buyer will accept the Deed and pay the consideration on such date as the dwelling shall have been completed and ready for occupancy as provided below. For the purpose of such delivery and closing, the dwelling shall be deemed completed and ready for occupancy, upon the procurement of occupancy certificate from the appropriate governmental agency.
24. It is specifically understood and agreed that if closing of title is held prior to completion of the dwelling by reason of any clause contained in this agreement, or by mutual consent of the within parties, then and in that event no escrow shall be held or required by the Buyer other than as required by the Seller's lending institution. The Buyer agrees to accept a written guaranty from the Seller that the incompleting work will be completed within a reasonable period of time by Seller.
25. The construction warranties imposed upon Seller under the Planned Real Estate Development Full Disclosure Act, Chapter 419, P.L.1977, N.J.S.A.45:22a-21, et seq., are made a part of this agreement and are as follows:
- The developer of a planned real estate development or retirement community shall warrant the construction of the unit or interest as provided in the New Home Warranty and Builder's Registration Act, C.467, P.L.1977.
 - The developer of a planned real estate development or retirement community shall, in addition to the warranties required under the New Home Warranty and Builders' Registration Act (P.L.1977, C.467), warrant the following to be free from defect due to material and workmanship for a period of one year from the date of possession or settlement: outbuildings, driveways, walkways, patios, retaining walls and fences. The developer shall also warrant that all drainage is proper and adequate and that all offsite improvements are free from defects for a period of one year from the date of construction.
 - Developer shall warrant that all lots, parcels, units or interests are fit for their intended use.
 - The developer of a planned real estate development or retirement community shall warrant the construction of the common facilities for a period of two years from the date of the completion of each of the common facilities.
 - The developer shall warrant that the common facilities are fit for their intended use.
 - The developer shall repair or correct any defect in construction, material or workmanship in the common facilities within a reasonable time after notification of the defect.
 - The developer shall expressly warrant that any lot, parcel, unit, interest or common facility will substantially conform to the Model, description or plans used to induce the buyer to enter into a contract or agreement to purchase unless noted otherwise in the contract.
26. The Seller may change the location of the buildings containing the units, change or reverse elevations as conditions, municipal ordinances and general planning may, in Seller's judgment, require.
27. All meter charges and/or deposits for utilities shall be paid by the Buyer at _____ closing, as required by Seller.
28. This agreement is conditioned upon the ability of the Seller to complete the erection of the dwelling at existing costs for materials and on the existing scale of wages for labor. In the event there is an increase in the cost of materials or in the wage scale before closing, the Seller reserves the right to increase the sales price in such amount as it deems appropriate. Written notice of such increase shall be given to the Buyer at his address in the contract at least 60 days prior to the date fixed for closing. The Buyer shall have 10 days after receipt of such notice to notify the Seller in writing of his intention to cancel this agreement; otherwise the increase of the sales prices will be effective.
29. The Buyer shall have the right to inspect the property within 3 days of the day fixed for closing. The inspection is to take place within normal business working hours on any weekday, unless otherwise agreed between Seller and Buyer.
30. The Deed shall specifically provide that the premises are subject to and entitled to the benefits of the Master Deed and By-Laws of Westgate Square Association, which have been recorded in the Middlesex County Clerk's Office.

31. Upon the closing date, Buyer shall become a member of Westgate Square Association and shall pay at the closing a non-refundable membership fee of \$100.00, together with two months' advance maintenance fees and the prorated share of the month of closing.

32. At the time of closing, the Buyer will have suitable access to the property by way of a hard-surfaced road despite the fact that a finished road topping may have to be added later.

33. Seller will furnish to the Buyer a final location survey with required certifications at a cost of \$150.00, if Buyer requests same.

34. ENTIRE AGREEMENT REPRESENTATIONS. This writing and the Application for Registration filed with the Bureau of Housing of the Department of Community Affairs contains the entire agreement between the Buyer and the Seller. No agent, representative, salesman or officer of the Seller or Buyer has authority to make or has made any statement, agreement or representation, either oral or written, in connection with this agreement.

35. FIBERGLASS BAT. Insulation will be in the exterior walls and ceilings. Ceiling insulation will be six inches with a R-19 value; and exterior walls will be three inches with a R-11 value.

36. Buyer acknowledges that he has received the following documents prior to the execution of this agreement: Public Offering Statement and Master Deed.

NOTICE TO BUYER: YOU HAVE THE RIGHT TO CANCEL THIS CONTRACT OR AGREEMENT BY SENDING OR DELIVERING WRITTEN NOTICE OF CANCELLATION TO THE DEVELOPER BY MIDNIGHT OF THE SEVENTH CALENDAR DAY FOLLOWING THE DAY ON WHICH IT WAS EXECUTED. SUCH CANCELLATION IS WITHOUT PENALTY AND ALL MONIES PAID BY YOU SHALL BE PROMPTLY REFUNDED.

SIGNED AND AGREED TO BY:

FRANKLIN ESTATES, INC.

Attest:

By _____
President

Secretary

BUYER

BUYER

DEED FOR CONDOMINIUM UNIT

THIS DEED, made this
BETWEEN:

day of
FRANKLIN ESTATES, INC., a New Jersey corporation,
having offices at 1640 Vauxhall Road,
Union, New Jersey 07083,

referred to as the Grantor

AND

whose post office address is

referred to as the Grantee

The word "Grantee" shall mean all Grantees listed above.

TRANSFER OF OWNERSHIP. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantees. This transfer is made for the sum of

Dollar:

The Grantor acknowledges receipt of this money.

TAX MAP REFERENCE. (N.J.S.A.46:15-2.1) Municipality of Edison Township Block No. Lot No.

PROPERTY. The property consists of a condominium unit in a structure located on land in the Township of Edison, County of Middlesex and State of New Jersey. The legal description is:

Known and designated as Unit _____ in Building _____ in Westgate Square, a condominium, together with an undivided _____ percentag interest in the Common Elements appurtenant thereto, in accordance with and subject to terms, limitations, conditions, covenants, restrictions and other provisions of the Master Deed dated _____, and recorded on _____, in the Middlesex County Clerk's Office i Deed Book _____ page _____ and following, and all amendments thereto.

TOGETHER with the privileges and advantages and the appurtenances to the same belonging or in any way appertaining.

SUBJECT to the provisions of the New Jersey Condominium Act, its supplements and amendments, and to the conditions, restrictions, covenant and agreements set forth in the Master Deed including the By-Laws of the Association and its amendments. All of the restrictions and payments of charges and a other covenants, agreements, obligations, conditions and provisions are incorporated in the Master Deed by reference and shall constitute covenants running with the land, equitable servitude and liens to the extent set forth in the documents and as provided by law. All of these terms, conditions and restrictions are accepted by the Grantee as binding and to be binding on the Grantee and his or its successors, heirs, administrators, executors, and assigns, or the heirs and assigns of the survivor of them, as the case may be.

SUBJECT to easements, zoning requirements and other restrictions of record, if any.

TO HAVE AND TO HOLD all the singular, the premises described in here together with the appurtenances, to the Grantee and to the Grantee's proper use and benefit forever.

AND THE GRANTOR promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A.46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

AND THE GRANTEE by acceptance of delivery of this Deed does agree to be bound by the Master Deed, any of its amendments, and the Association By-Laws and does consent to any and all amendments to the Master Deed, the By-Laws, and other documents, as provided in and contemplated by the Master Deed

SIGNATURES. This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.

ATTEST:

FRANKLIN ESTATES, INC.

Secretary

By _____
President

EXHIBIT H
POLICY OF TITLE INSURANCE

Issued by

american title insurance company

a subsidiary of The Continental Corporation

SPECIMEN ONLY

HOME OFFICE

Miami, Florida

A STOCK COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, AMERICAN TITLE INSURANCE COMPANY, a Florida corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

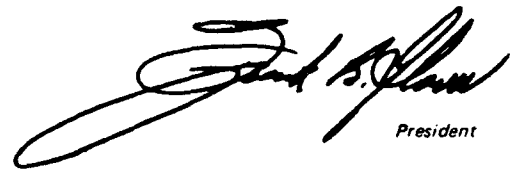
1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land; or
4. Unmarketability of such title.

This policy shall not be valid or binding until Schedule A has been countersigned by either a duly authorized agent or representative of the Company and Schedule B has been attached hereto.

IN WITNESS WHEREOF, American Title Insurance Company has caused its corporate seal to be hereunto affixed and these presents to be signed in facsimile under authority of its by-laws.

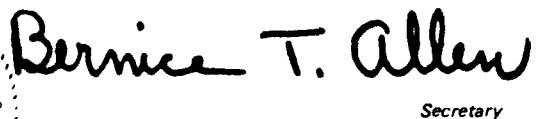
american title insurance company

SPECIMEN ONLY


President

Attest:




Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy:

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference, in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. DEFENSE AND PROSECUTION OF ACTIONS - NOTICE OF CLAIM TO BE GIVEN BY AN INSURED CLAIMANT

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or a defense interposed against an insured in an action to enforce a contract for a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense is interposed as set forth in (a) above, (ii) in case knowledge

shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy or (iii) if title to the estate or interest insured, is rejected as unmarketable. If a prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, a failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay to prosecute any action or proceeding or to interpose any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall be brought any action or interposed a defense required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserve the right, in its sole discretion to appeal from

any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

4. NOTICE OF LOSS - LIMITATION OF ACTION

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company.

6. DETERMINATION AND PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed the least of:

(i) the actual loss of the insured claimant; or

(ii) the amount of insurance stated in Schedule A.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed

in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. LIMITATION OF LIABILITY

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

8. REDUCTION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

9. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

10. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or

value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

12. LIABILITY LIMITED TO THIS POLICY

This instrument together with all endorsements and other instruments, if any, attached hereby by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its home office: P.O. Box 01-5002, Miami, Florida 33101.

american title insurance company

SPECIMEN ONLY
POLICY NO. 29-OM-019889
TITLE NO. 382-2777

SCHEDULE A

Date of Policy

Amount of Insurance \$

1. Name of Insured:

2. The estate or interest in the land described herein and which is covered by this policy is:
fee simple

3. The estate or interest referred to herein is at date of policy vested in: _____ and
_____ his wife, by deed from Franklin Estates, Inc.,
a New Jersey Corporation, dated _____ and recorded _____
in the Middlesex County Clerk's Office in Deed Book _____ at page _____.
4. The land referred to in this policy is described as follows:

Countersigned and Validated

SPECIMEN ONLY
BY _____

AUTHORIZED REPRESENTATIVE
ISIDORE TEITELBAUM
State Manager

FORM T-531 (A) (7/79)

ALTA Owner's Policy — Form B (Amended 10/17/70)
NJRB 1-01 (1/1/79)

american title insurance company

SPECIMEN ONLY

SCHEDULE B

This policy does not insure against loss or damage by reason of the following exceptions:

1. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
2. Lien of unpaid real estate taxes for the year 1982.
3. Liability for additional assessments for improvements pursuant to N.J.S.A. 54:4-63.1 et. seq.
4. Terms, conditions, provisions and restrictions of Master Deed as recorded on _____ in the Middlesex County Clerk's Office in Deed Book _____ at page _____.
5. Sewer easement to the Township of Edison in Deed Book 3214 at page 35.
6. Utility grants in Deed Book 418 at page 34 and in Deed Book 595 at page 415.
7. Mortgage made by the insured to _____ to secure \$ _____ dated _____ and recorded _____ in the Middlesex County Clerk's Office in Mortgage Book _____ at page _____.



american title insurance company

ENDORSEMENT

IE 159277

Attached to and forming a part of Owner's Policy No. 29-OM-019886 of AMERICAN TITLE INSURANCE COMPANY.

The Company, recognizing the current effect of inflation on real property valuation and intending to provide additional monetary protection to the Insured Owner named in said Policy, hereby modifies said Policy, as follows:

1. Notwithstanding anything contained in said Policy to the contrary, the amount of insurance provided by said Policy, as stated in Schedule A thereof, is subject to cumulative annual upward adjustments in the manner and to the extent hereinafter specified.
2. "Adjustment Date" is defined, for the purpose of this Endorsement, to be 12:01 a.m. on the first January 1 which occurs more than six months after the Date of Policy, as shown in Schedule A of the Policy to which this Endorsement is attached, and on each succeeding January 1.
3. An upward adjustment will be made on each of the Adjustment Dates, as defined above, by increasing the maximum amount of insurance provided by said Policy (as said amount may have been increased theretofore under the terms of this Endorsement) by the same percentage, if any, by which the United States Department of Commerce Composite Construction Cost Index (base period 1967) for the month of September immediately preceding exceeds such Index for the month of September one year earlier; provided, however, that the maximum amount of insurance in force shall never exceed 150% of the amount of insurance stated in Schedule A of said Policy, less the amount of any claim paid under said Policy which, under the terms of the Conditions and Stipulations, reduces the amount of insurance in force. There shall be no annual adjustment in the amount of insurance for years in which there is no increase in said Construction Cost Index.
4. In the settlement of any claim against the Company under said Policy, the amount of insurance in force shall be deemed to be the amount which is in force as of the date on which the insured claimant first learned of the assertion or possible assertion of such claim, or as of the date of receipt by the Company of the first notice of such claim, whichever shall first occur.

PROVIDED, HOWEVER, this endorsement shall be effective only if one of the following conditions exists at Date of Policy:

- a. The land described in this policy is a parcel on which there is only a one-to-four family residential structure, including all improvements on the land related to residential use, in which the Insured Owner resides or intends to reside; or,
- b. The land consists of a residential condominium unit, together with the common elements appurtenant thereto and related to residential use thereof, in which the Insured Owner resides or intends to reside.

This endorsement is made a part of the policy and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and prior endorsements, if any, nor does it extend the effective date of the policy and prior endorsements or increase the face amount thereof.

This Endorsement shall not be valid or binding until countersigned by an authorized signature as designated below.

Signed and sealed this _____ day of _____, 1982



american title insurance company

President

Attest

Secretary

Countersigned: Newark, New Jersey

By **SPECIMEN ONLY**
Authorized Signatory
ISIDORE TEITELBAUM
State Manager

WESTGATE SQUARE CONDOMINIUM ASSOCIATION

RESOLUTION LOG SHEET

DATE	RESOLUTION
12/9/99	INSTALLATION OF ANTENNAS
8/16/99	POLICY RESOLUTION - UNIT OWNER RESPONSIBLE FOR INTERIOR REPAIRS
3/30/98	ADR - ALTERNATIVE DISPUTE RESOLUTION
8/23/04	PARKING & TOWING
8/7/96	PAYMENT OF INSURANCE DEDUCTIBLES
6/01	TO INCREASE THE MEMBERSHIP FEE
8/04	AMENDMENT TO RESOLUTION REGARDING PARKING & TOWING
12/27/04	MOLD CLAIMS PROTOCOL

Master Deed Recorded 2/14/83
Blk 3273 Page 190

R E Return to:

Radom & Wetter
3121 Route 22 East
Somerville, New Jersey 08876

PREPARED BY:

SUSAN J. RADOM, ESQUIRE

RECORDED
ELIZABETH M. FLYNN
MIDDLESEX COUNTY CLERK

99 OCT 25 PM 12:26

BOOK # _____
PAGE # _____

WESTGATE SQUARE CONDOMINIUM ASSOCIATION

Resolution Regarding Installation of Antennas

WHEREAS, the By-Laws provide that the Association by its Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association; and

WHEREAS, the By-Laws provide that the Board has the authority to adopt and amend rules and regulations covering the operation and use of the Property; and

WHEREAS, the Federal Communications Commission ("the FCC") adopted a rule effective October 14, 1996, preempting certain restrictions in the governing documents concerning the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multi point distribution service antennas (all of which shall hereafter be referred to as "antennas"); and

WHEREAS, the Association desires and intends to adopt reasonable restrictions and regulations for the Association which shall be binding on all units, owners, tenants and residents and which shall supersede any previously adopted rules regarding use of antennas;

WITNESSETH:

NOW THEREFORE, the Association adopts the following restrictions and regulations for the Community, which shall be binding on all units, owners, tenants and residents which shall supersede any previously adopted rules regarding use of antennas.

A. Definitions

1. **"Antenna"** means and includes any device used for the reception of video programming services, including direct broadcast satellite (DBS), television broadcast, and multi point distribution service (MDS). A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna provided that it meets FCC standards for radio frequency emission. A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.

2. **"Mast"** is a structure to which an antenna is attached that raises the antenna height.

B04704P-312

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3. "Transmission only antenna" is any antenna used solely to transmit radio, television, cellular, or other signals.

4. "Owner" shall mean and include any unit owner in the Association. For the purpose of this rule only, "owner" includes a tenant or other resident who has the permission of the unit owner to install antennas.

5. "Telecommunications signal" means signals received by DBS, television broadcast, and MDS antennas.

B. Application Process

1. Any owner desiring to install an antenna on the exterior of a unit must complete a written application and submit it to the Board of Directors along with a drawing or picture and the manufacturer's specifications of the size and installation of the antenna. The application must include the proposed brand, model, color, size and installation location. **The drawing or picture must indicate the mounting location.**

2. Any owner desiring to install an antenna must also execute a restrictive covenant in recordable form at Owner's expense confirming that the Owner assumes all responsibility for the antenna including damages that may arise, maintenance, repair and replacement and removal.

3. The Association, acting through the Board or its designee, will issue a written decision on an application for the installation of an antenna within ten business days of the Association's receipt of a completed application. If the Association fails to render a decision on an application by the close of the tenth business day after submission, the application will be deemed approved subject to this resolution. In the event of an approval resulting from the Association's failure to act, the Applicant will be required to execute the "Restrictive Covenant" prior to the installation of any antenna.

4. **Any and all applications, permits or other governmental requirements shall be the owner's responsibility with which to comply or obtain.**

C. Antenna Size and Type

1. DBS or MDS Antennas must be one meter or less in diameter.

2. All other antennas designed to receive television broadcast signals, regardless of size may be installed.

3. Transmission only antennas are prohibited.
4. All antennas not covered by the FCC rule are prohibited.

D. Location

1. An owner may install the antenna on the chimney. The antenna should be placed high enough not to interfere with any roofing work which may be done on living room roofs and not too close to the top edges which would interfere with the chimney cap and exhaust systems. It is preferred that it be installed on the outer most side of the chimney away from the roof area. The wiring must run vertically from the dish into the vertical groove of the siding. The horizontal crossover to the interior of your home must run under the base of the siding near the foundation and go into the corner foundation where cable wires currently enter the residence. If the owner cannot receive an acceptable quality signal, (as verified and documented by the installer), the owner may affix the antenna to property in which the owner has indirect ownership and exclusive use.
2. Installation on common property, is not permitted even if an acceptable quality signal cannot be received from installation in the location above indicated.
3. Antennas shall not encroach upon common areas or any other owner's property or the air space of another owner's property or the common areas.
4. Neither Antennas nor Masts shall be larger nor installed higher than absolutely necessary for reception of an acceptable quality signal. **If acceptable quality signals may be received by placing antennas inside a dwelling, without unreasonable delay or unreasonable cost increase, then outdoor installation is prohibited.**

E. Installation

1. Antenna installation should be accomplished in such a way as to provide acceptable quality signal with the least impact to other structures and owners and, so far as possible, maintain the aesthetic and architectural standards of the Association.
2. No more than one antenna of each provider may be installed by an owner.
3. All aspects of installation shall be completed so as not to encroach upon or damage another's lot or unit or the common property, or void any warranties of the Association or other Owners, or in any way impair the integrity of buildings on common areas or lots.

4. Antennas must be secured so that they do not jeopardize the soundness or safety of any other owner's structure or the safety of any person at or near antennas, including damage from wind.

5. Mounting should be done in accordance with the **SATELLITE DISH INSTALLATION GUIDELINES** issued by the manufacturer. The reason for installation according to the guidelines is because winds can create several hundred pounds of force on the screws attaching the antenna to the structure. If attached incorrectly, the antenna and the structure can be damaged or cause damage.

6. Wherever possible, without unreasonable delay or unreasonable cost increase, connections from the antenna to the receiver shall be accomplished without piercing the structure's exterior by using flat cable through the window or door frames or "through the glass" antenna fittings. Wiring running along the ground should be buried at least six inches. Wires running along the building should be located behind gutters and leaders wherever possible.

7. If penetration of the exterior exclusive use area is necessary, the penetration shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes. The purpose of this rule is to prevent structural damage to the building and residences from moisture.

8. Masts must be painted the appropriate color to match their surroundings.

9. Masts shall not be installed near electric power lines. The purpose of this regulation is to avoid damage to electric power lines if the mast should fall.

10. Masts must be constructed so as to withstand wind speeds which occur in the area of installation as well as the weight of ice and snow.

11. All dish installations must be done by an insured contractor.

F. Maintenance

1. Owners shall not permit their antennas to fall into disrepair or to become safety hazards.

2. Owners shall be responsible for the installation, maintenance, repair and replacement of any antenna and any and all damage or injury resulting from or arising out of the installation or use of any antenna.

3. Owners shall be responsible for the maintenance of all upkeep of the antenna and camouflaging required.

G. Camouflaging

1. Antennas situated on the ground and visible from the street or from other lots or units must be camouflaged by existing landscaping or fencing, if an acceptable quality signal may be received from such placement. If no such existing landscaping or screening exists, the Association may require antennas to be screened by new landscaping or screening of reasonable cost.

2. Where possible without interfering with an acceptable quality signal, antennas, masts, and any visible wiring must be painted to match the color of the structure to which it is installed.

H. Safety

1. Antennas shall be installed and secured in a manner that complies with all applicable governmental laws and regulations, manufacturer's instructions, and good construction practices.

2. The owner shall, prior to installation, provide the Association with a copy of all required governmental permits, as well as the license number and proof of insurance of installers when necessary.

3. Antennas shall not be placed within a distance of power lines where they may come in contact with power lines. The purpose of this requirement is to prevent injury or damage resulting from contact with power lines.

4. In order to prevent electrical and fire damage, antennas shall be permanently and effectively grounded.

I. Miscellaneous

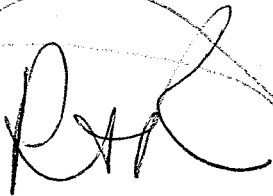
1. Owners who install or maintain antennas are responsible for all associated costs resulting from or arising out of the installation, maintenance, use, upkeep, repair and replacement of the antenna including but not limited to personal injury or property damage.

2. Antenna removal requires restoration of the installation location to its original condition. The unit owner shall be responsible for all costs relating to restoration of the location.

(b) this person is the attesting witness to the signing of this document by the proper corporate officer, Rap Dele, President of the corporation;

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

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



RECORD AND RETURN TO:
Susan J. Radom, Esq.
RADOM & WETTER
3121 Route 22 East
Somerville, New Jersey 08876
(908) 707-1500

Mary A. Palumbo
PUBLIC NOTARY

MARY A. PALUMBO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9-11-2002

17

Declaration of Obligations with Respect to Installation of Antennas
Restrictive Covenant

THIS DECLARATION AND MEMORANDUM OF AGREEMENT
("RESTRICTIVE COVENANT") is made by and between _____

_____, the "Owner", having an address at _____ and
Westgate Square Condominium Association, Inc., (the "Association") having an address at c/o
Executive Property Management Co., 4-08 Towne Center Drive, North Brunswick, New Jersey
08902.

WHEREAS, the Owner has (or is about to) install an antenna pursuant to a certain resolution relating to the installation of antennas at Westgate Square Condominium Association, Inc.,

WHEREAS, the Owner is required to be responsible for the installation, repair, replacement and maintenance of the antenna as well as any damages arising from the use of the antenna at Westgate Square Condominium Association, Inc. and this responsibility is intended to be binding on the successors and assigns of the Owner;

WHEREAS, "Antenna" means and includes any device used for the reception of video programming services, including direct broadcast satellite (DBS), television broadcast, and multi point distribution service (MDS). A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna provided that it meets FCC standards for radio frequency emission. A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.

NOW, THEREFORE, for the mutual benefit of the Association, its resources, its appearance and the welfare of the community, the Owner agrees as follows:

1. The terms and conditions set forth in this Declaration are binding upon the successors and assigns of the Owner.
2. The Owner is responsible for the installation, repair, replacement and maintenance of the antenna in good order as well as any damages arising from the use of the antenna at Westgate Square Condominium Association, Inc., including restoration of the area upon removal or replacement. If, following written notice from the Association (except that no notice will be required in the case of an emergency), the Owner fails to maintain, repair or replace the antenna, the Association may (but is not obligated to) perform the maintenance, repair work or remove the antenna and restore the area to its original condition. In either event, the Owner is responsible for all costs and expenses incurred by the Association. The expense will be collectible by the Association in the same manner as a Common Expense Assessment.

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3. The Owner will remove, at the Owner's expense, the antenna and restore the area to its original condition should the Owner vacate the property unless: 1.) The successor owner agrees (in writing) to utilize the dish; and 2.) The successor owner assumes the obligation to remove the antenna when he or she departs.


4. The Owner agrees to indemnify, and defend the Association and the Association's directors and officers from any actions, claims and expenses from any actions, claims, and expenses including cost of defense, attorneys' fees and disbursements sustained or incurred as a result of, arising out of, or in connection with the installation, use, maintenance or presence of an antenna.

 Name
 Unit

State of New Jersey :
 : ss.
 County of :

I certify that on _____, 1999, _____ came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument; and
- (b) executed this instrument as his or her own act.


 Public Notary

MARY A. PALUMBO
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires 9-11-2002

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19

WESTGATE SQUARE CONDOMINIUM ASSOCIATION
POLICY RESOLUTION

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WHEREAS, ARTICLE 24 subparagraph (b) of the Master Deed requires the unit owner to furnish all maintenance, repairs and replacements within his own unit.

AND WHEREAS, the Board of Directors of Westgate Square have always placed responsibility for interior repairs to the unit to be the sole expense of the unit owner, except for damage to the unfinished surface of perimeter walls and floors, as provided in the governing documents.

AND WHEREAS, the last sentence of subparagraph (e) of Article 24 of the Master Deed provides that ". . . . redecorating of units to the extent made necessary by any damage to existing decorating of such unit caused by maintenance, repair or replacement work on the common elements by the Association, shall be furnished by the Association as part of common expenses."

AND WHEREAS, the Board wishes to clarify their interpretation related to the above paragraph.

NOW THEREFORE, BE IT RESOLVED, that the Board's interpretation of the above paragraph shall relate to any immediate damage caused by the action of any contractor while maintaining, repairing or replacing any parts of the common elements. It is the Board's understanding that the above subparagraph (e) does not include consequential damage which may arise hours, days or months after completion of the maintenance or repair to the common element.

The operating budget has always been established using this determination. It is the Board's opinion that the homeowner affected would be responsible for claiming consequential damage through their insurance or be responsible for making their own repair. The Board, however, will take whatever action is necessary to expeditiously correct any reported failure of the common elements.

I hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the Board of Trustees of the Westgate Square Condominium Association held on May 4, 1999.

WESTGATE SQUARE CONDO ASSOC.

ATTEST:

Roy Dickes
Roy Dickes, President

By: Marie Palumbo
Marie Palumbo, Acting Secretary

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STATE OF NEW JERSEY :
: SS
COUNTY OF MIDDLESEX :

I CERTIFY that on May 4, 1999, Marie Palumbo personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Acting Secretary of Westgate Square Condominium Association, 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 Roy Dickes, 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 signed this proof to attest to the truth of these facts.


NOTARY PUBLIC

Record & Return to:

Susan J. Radom, Esquire
Radom & Wetter
3121 Route 22 East
Somerville, New Jersey 08876
(732) 707-1500

MARY A. PALUMBO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9-11-2002

flwg.res

B04671P-763

RADOM & WETTER
ATTORNEYS AT LAW

SUSAN J. RADOM
MARK A. WETTER

KELLY A. RUSH

Of Counsel:
DONA M. FEENEY - Certified Civil Trial Attorney
LAWRENCE J. NAGY

3121 Route 22, East
Somerville, New Jersey 08876

Telephone: 908 707-1500
Facsimile: 908 707-4181
E-Mail: rwesqs@bellatlantic.net

March 30, 1998

Gail McDermid, Property Manager
Executive Property Management
1 Westgate Drive
Edison, New Jersey 08820

RE: Westgate Square Condominium Association

Dear Gail:

Enclosed please find Resolution Regarding Alternative Dispute Resolution Procedures which was recorded by the Middlesex County Clerk on March 5, 1998.

Should you require any additional information, please do not hesitate to contact me.

Very truly yours,


SUSAN J. RADOM
SJR:ndf
Enclosure

SUSAN J. RADOM, ESQ.

**WESTGATE SQUARE CONDOMINIUM ASSOCIATION
Resolution Regarding Alternative Dispute Resolution Procedures**

POLICY RESOLUTION NO.

WHEREAS, the Condominium Act, N.J.S.A. 46:8B-14, Subsection (k), provides that "An Association shall provide a fair and efficient procedure for the resolution of housing-related disputes between individual unit owners and the association, and between unit owners, which shall be readily available as an alternative to litigation."

WHEREAS, Article VI, Section 2. POWERS AND DUTIES of the By-Laws provides that "The Association by its Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association..."; and

WHEREAS, Article V, Section 2.(e), of the By-Laws provides that the Board has the authority of "adoption and amendment of rules and regulations covering the operation and use of the Property.; and

WHEREAS, Paragraph 13 of the Master Deed provides that: "Each unit owner or occupant shall comply with the provisions of this Master Deed, the By-Laws, the Rules and Regulations of the Association and its representative, and any other documents, amendments or supplements to the foregoing... Failure to comply with any such provisions, rules or regulations shall be grounds for an action to recover sums due, damages or injunctive relief..."

WHEREAS, for the benefit, peaceful enjoyment and protection of the community, unit owners and residents and for the welfare of the Association, the Board deems it necessary and desirable to establish and operate, adopt and publish rules and regulations governing the use of the common elements and limited common elements and the personal conduct of the members and their guests; and

WHEREAS, the Board intends to establish a Covenants Committee which will serve, in addition to the Board, to regulate appearance and use of the Units and Common Elements and which has standing to notify and issue a cease and desist request and authority to provide interpretations of the governing documents.

WHEREAS, it is the intent of the Board of Trustees to establish procedures for the Board or Covenants Committee where either must take action relative to questions of compliance by an

individual with the provisions of the governing documents, or where the Covenants Committee is called upon to issue an interpretive ruling;

WHEREAS, the Board of Trustees intend to establish certain regulations with respect to the imposition of fines and penalties and the procedures governing same;

NOW, THEREFORE, BE IT RESOLVED THAT the following rules and procedures pertaining to the arbitration of disputes shall be and are hereby adopted.

1. In circumstances where there is a dispute between a Unit Owner and the Association, the Association may make initial attempts to secure compliance through correspondence to the Owner which states the time, date, place, and nature of the dispute or violation, which sets forth the time period in which the violation must be corrected and which advises the complainant of its right to a hearing. The Association may take all legal and equitable remedies available for non-compliance. Such remedies include assessment of fines, penalties or self-help where appropriate. Copies of such correspondence shall be maintained in the Association files, and a copy may be sent to counsel for the Association.

2. In circumstances where there is a dispute between Unit Owners, the parties shall attempt to resolve the controversy in good faith.

3. If the actions described above prove unsuccessful, the arbitration process shall be initiated upon the filing of a written complaint or request for hearing by any Owner, officer, director, or agent of the Association with the Covenants Committee. The complaint shall constitute a written statement of charges, a request for a hearing, and the nature of the dispute or disagreement requiring resolution, in ordinary and concise language with which the respondent is charged, to the end that the respondent will be able to prepare his defense. The complaint involving the Association and a Unit Owner should specify the specific provisions of the governing documents which the respondent is alleged to have violated, but shall not consist merely of charges phrased in the language of such provisions without supporting facts. The complaint or request for hearing must be as specific as possible as to time(s), date(s), place(s), and person(s) involved.

4. Upon receipt of a request for arbitration from either party involved in a dispute, The Board of Trustees will notify the Covenants Committee and the other party(s) involved in the dispute. The Committee Chairperson shall arrange for a hearing date as soon as possible, which is agreeable to all concerned parties. The Covenants Committee shall serve a copy of the dispute or complaint on the other party or respondent by regular mail and addressed at the address appearing on the books of the Association. Service by mailing shall be deemed effective three (3) days after such mailing in a regular depository of the United States mail.

5. The Covenants Committee shall serve a Notice of Hearing which shall be held within thirty (30) days or as soon after the request for hearing or notice of violation is served as is practicable on all parties and witnesses if identified. The Committee may reset the time and date of

hearing and promptly deliver notice of the new hearing date if parties cannot attend the hearing on the date set.

6. Upon notice of the dispute or complaint and of the hearing, the other party or respondent may:

(a) Admit to the complaint in whole or in part. In such event, the Covenants Committee shall meet to determine appropriate action, if any.

(b) Object to the complaint and provide a response in writing.

(c) Attend the hearing before the Covenants Committee. If the Association is the respondent, attendance at the hearing is mandatory. Counsel for the Association may be present at the option of the Board.

7. At any time prior to the hearing date, the Covenants Committee may permit filing of an amended or supplemental complaint. All parties shall be notified in the manner herein provided. If the amended or supplemental complaint presents new charges, the Covenants Committee shall afford the respondent a reasonable opportunity to prepare a response.

8. It shall be incumbent upon each member of the Covenants Committee to make a determination as to whether that member is able to function in a disinterested and objective manner in consideration of the case before it. Any member incapable of such objective consideration of the case shall disclose such to the Committee and shall become inactive during the proceedings and have it so recorded in the minutes. Any member of the Covenants Committee has the right to challenge any other member who is unable to function in a disinterested and objective manner.

9. Prior to the hearing, the complainant and respondent may challenge any member of the Covenants Committee for cause. In the event of such a challenge, the Covenants Committee shall meet within fifteen (15) days to determine the sufficiency of the challenge. If the Covenants Committee sustains the challenge, the Committee shall at that time appoint another person to replace the challenged member of the Committee. All decisions of the Committee in this regard shall be final.

10. The Covenants Committee shall select a person to serve as Hearing Officer and preside over the hearing. Such Hearing Officer need not be an Owner or a member of the Covenants Committee. At the beginning of the hearing, the Hearing Officer shall explain the rules and procedures by which the hearing is to be conducted. The Committee may determine the manner in which the hearing will be conducted, so long as the rights set forth in this section are protected. Generally, any relevant evidence may be admitted and hearsay evidence may be used to supplement or support other evidence, but will not be sufficient in itself to support a finding. The Hearing Officer may be granted the discretion to impose reasonable limits on the time allowed to testify and the number of witnesses.

11. If the complainant does not appear at the hearing, the complaint will be dismissed.

12. The Covenants Committee shall make its determination and notify all parties and the Board within thirty (30) days of the date of the hearing. The decision must be in written form and delivered to the parties by personal service or by mail, immediately after the decision is made.

13. Disciplinary action, in the case of a violation of the Association's Master Deed, By-Laws or the Rules and Regulations, may include the imposition of a fine or the suspension of the Respondent's membership rights, including but not limited to the right to vote and the right to use the recreational facilities, until the infraction is corrected. Upon initial violation, the Board shall forward a letter to the unit owner advising him/her of the specific violation and allowing the unit owner fourteen days to correct the violation or request a hearing as provided for in this resolution. In the event the unit owner fails to correct the violation or request a hearing pursuant to the terms hereof, fines shall be imposed as follows:

- (a) after thirty days of initial violation \$
- (b) after sixty days an additional \$
- (c) after ninety days an additional \$

14. Decisions or rulings of the Covenants Committee may not be appealed to the Board of Trustees, in accordance with the New Jersey Condominium Act. Participation in proceedings before the Covenants Committee shall not preclude a party, including the Association, from seeking a judicial remedy in a court of competent jurisdiction.


15. The Board of Trustees may update these procedures, from time to time, as the need arises.

I hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the Board of Trustees of the Westgate Square Condominium Association held on October, 1997.

Attest:

WESTGATE SQUARE
CONDOMINIUM ASSOCIATION


Marie Palumbo Secretary

By: 
Lisa Vitello President

STATE OF NEW JERSEY

: SS

COUNTY OF MIDDLESEX

I CERTIFY that on 20th, 1993, January personally came before me and this person acknowledged under oath, to my satisfaction, that:

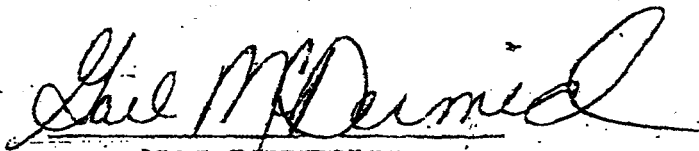
(a) this person is the secretary of the Westgate Square Condominium Association, Inc., the corporation named in the attached document;

(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is LISA Litiello, 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.



NOTARY PUBLIC

GAIL McDERMID

NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAR. 30, 1999

Record & Return to:

Susan J. Radom, Esquire
DiFazio, Radom & Wetter
1121 Route 22 East
Somerville, New Jersey 08876
(908) 707-1500

RETURN TO

RECORDED
ELAINE M FLYNN
MIDDLESEX COUNTY CLERK

2003 APR 23 PM 5:08

BOOK # _____
PAGE # _____
OF PAGES _____

Prepared By:
Susan J. Radom, Esquire

Master Deed Recorded on February 14, 1983
Book 3273 page 190

WESTGATE SQUARE CONDOMINIUM ASSOCIATION

Resolution Regarding Parking and Towing

POLICY RESOLUTION NO.

WHEREAS, Article VI, Section 2. POWERS AND DUTIES of the By-Laws provides that "The Association by its Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association..."; and

WHEREAS, Article V, Section 2.(e), of the By-Laws provides that the Board has the authority of "adoption and amendment of rules and regulations covering the operation and use of the Property.; and

WHEREAS, Section 5(a)(2) of the master Deed provides that "All street, curbs, sidewalks, stoops, driveway areas, yards, walkways, parking areas, . . ."

WHEREAS, Section 13 of the Master Deed provides that "Each unit or occupant shall comply with the provisions of this Master Deed, the By-laws, the Rules and Regulations of the association and its representative, and any other documents, amendments or supplements to the foregoing. . ."

WHEREAS, appropriate notice has been given to all unit owners and there is posting of towing in the event of parking violations.

WHEREAS, it is the intent of the Board of Trustees to establish regulations and procedures with respect to removal of abandoned, illegal or unauthorized vehicles from the common elements;

WITNESSETH:

NOW, THEREFORE, BE IT RESOLVED THAT the following Policy Resolution shall be and is hereby adopted in accordance with the following procedures.

1. No vehicles of a size larger than a panel truck, (larger than 19'), no vehicle bearing any commercial signs or lettering, and no mobile home, recreation vehicle, boat, boat trailer, storage trailer, inoperable vehicle, or the like shall be parked on any part of the Development, except that those vehicles temporarily on the Development for the purpose of servicing the Development itself or one of the units (during business hours for the purposes of delivery and/or service) shall be permitted without written consent of the Board. Commercial vehicles parked overnight will be towed from the community without any notice. Commercial vehicles shall be defined by the

B05169P-746

Westgate Square Condominium Association as any vehicle which contains one or more of the following: commercial license plates, or is primarily utilized for commercial purposes, or which has more than two axles; and shall include, but not be limited to; limousines, taxi, or cabs, vehicles bearing an "omnibus" license plate; vehicles which have attachments, fixtures, extensions or any type of non-passenger equipment, including but not limited to ladders, pipes or conduits, (excluding trailer hitches), construction vehicles, trailers, tractors, buses, vans, wagons, or oversized vehicles. This definition applies whether these vehicles are registered and/or being used as commercial vehicles and/or any vehicle which is used for commercial and/or business purposes, whether it be part-time, full-time commercial or business activity.

2. Snowmobiles, mopeds, dirt bikes, all terrain vehicles and other similar recreational or utility vehicles or devices, whether licensed or not, shall not be parked upon or operated within the Property.

3. No unregistered, unlicensed, or vehicles in a state of disrepair and/or vehicles with expired inspection stickers shall be permitted on the Westgate Square community. Vehicles which are inoperable or that cannot be certified as mechanically safe are prohibited from parking or operating in the community. Inoperable vehicles shall include vehicles that are physically unable to travel under their own power. Vehicle covered by a tarpaulin are prohibited. In the event a unit owner intends to leave an operating vehicle on the property for a period in excess of thirty (30) days because of travel or vacation plans, the vehicle owner must notify the Board or the management company in writing to avoid violating the within rules and regulations.

4. All vehicles must be kept in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emissions, appearance or otherwise.

5. No vehicles are to be parked in front of fire hydrants, in front of trash dumpsters, along side curbs, mailboxes, patios, grass or walkways or any area marked with a "No Parking" sign. Parking in front of fire hydrants, trash dumpsters, or areas marked with a "No Parking" sign, will also result in notification to the Edison Police Department which may issue a ticket and have the vehicle removed at the owner's expense.

6. During snow removal time, owners must cooperate with the equipment operators by moving their vehicles when and where necessary.

7. All vehicles parked on Westgate Drive must adhere to all of the Edison Township laws.

8. All vehicles which are owned by residents and brought into Westgate Square must be registered with the Association.

9. Each unit is entitled to two (2) parking spaces, one is inside the garage and the other is the parking space in the courtyard corresponding with the unit number.

10. Vehicles may not be parked anywhere else in the courtyard other than as stated above, or in the entranceway to the courtyard.

11. Vehicles must be parked one-car length from entranceway of courtyard, on Westgate Square Drive, (blind spot).

12. Homeowners will be responsible for compliance with all parking regulations by their tenants, guests and visitors. Violation of the within parking regulations shall result in the vehicle being towed.

The cost of towing and storage of the vehicle shall be assessed to the responsible vehicle owner.

Neither the Association nor the Board of Trustees shall be liable to the owner of the towed vehicle or the homeowner responsible for such vehicle for any damage or injuries which occur during or as a result of the removal of such vehicle from the common elements.

This Resolution is hereby adopted this 4th day of March, 2003 by the Board of Directors of Westgate Square Condominium Association, Inc.

ATTEST:

WESTGATE SQUARE CONDOMINIUM
ASSOCIATION

Marie Palumbo
Secretary
Marie Palumbo

By: Barbara Chittenden
President
Barbara Chittenden

STATE OF NEW JERSEY :
: ss.
COUNTY OF MIDDLESEX :

I CERTIFY that on 3/4 2003, Marie Palumbo, personally came before me and this person acknowledged under oath, to my satisfaction, that:

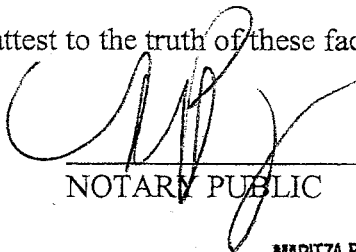
(a) this person is the secretary of the Westgate Square Condominium Association, the corporation named in the within resolution regarding parking regulations;

(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is Barbara Chittenden, 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.



NOTARY PUBLIC

RECORD AND RETURN TO:

Susan J. Radom, Esquire
Radom & Wetter
3421 Route 22 East
Somerville, New Jersey 08876
(908) 707-1500
(908) 707-4181

MARITZA PAGAN
A Notary Public of New Jersey
My Commission Expires Nov. 16, 2003

Y:\MyFiles\WESTGATE\RESOLUTION\Parking.wpd

Prepared By:

SUSAN J. RADOM, ESQUIRE

RECEIVED/RECORDED
MIDDLESEX COUNTY 08/07/96 114187
CONSIDERATION
DEED REC. FEE \$ 2.00 TAX
INSTRUMENT DEED \$19.00
11898
NONE lv

BK 4345 PG 319

WESTGATE SQUARE CONDOMINIUM ASSOCIATION

GENERAL RESOLUTION NO.

Resolution Regarding Payment of Insurance Deductibles

WHEREAS, Article VI, Section 2. POWERS AND DUTIES of the By-Laws provides that "The Association by its Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association..."; and

WHEREAS, Article V, Section 2(e), of the By-Laws provides that the Board has the authority of "adoption and amendment of rules and regulations covering the operation and use of the Property; and

WHEREAS, Article 16, Section 1. of the Master Deed provides, "The Association, through its Board of Directors, shall...be required to obtain and maintain not only flood insurance ... but also fire insurance with extended coverage ..." and further provides "Unit Owners shall carry insurance for their own benefit..."

WHEREAS, the Board of Directors wishes to designate which party will bear the responsibility of payment of the insurance deductible where claim is made for damage to the Condominium.

WITNESSETH:

NOW, THEREFORE, BE IT RESOLVED as follows:

1. If damage is sustained to a portion of the dwelling that the Association is responsible to maintain, replace or repair (i.e., the Common and Limited Common Elements) as set forth more specifically above and within the governing documents, then the Association will be responsible for payment of any insurance deductible which is incurred therewith; and
2. If damage is sustained to a portion of the dwelling that the Unit Owner has the obligation to replace, repair or maintain, then the Unit Owner will be responsible for payment of the insurance deductible connected therewith; and

- (c) this person knows the proper seal of the corporation which was affixed to this document;
- (d) this person signed this proof to attest to the truth of these facts.

Gail McDermid
PUBLIC NOTARY

WARD AND RETURN TO:
J. Radom, Esq.
ZIO, RADOM, WETTER & BENNETT
Route 22 East
Fairville, New Jersey 08876
707-1500

GAIL McDERMID
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAR. 30, 1999

Prepared By:
Susan J. Radom, Esquire

Master Deed Recorded on February 14, 1983
Book 3273 page 190

WESTGATE SQUARE CONDOMINIUM ASSOCIATION

Resolution to Increase the Membership Fee

WHEREAS, Article VI, Section 2. POWERS AND DUTIES of the By-Laws provides that "The Association by its Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association..."; and

WHEREAS, Article V, Section 2.(e), of the By-Laws provides that the Board has the authority of "adoption and amendment of rules and regulations covering the operation and use of the Property.; and

WHEREAS, Section 18 of the Master Deed provides, ". . .the Association shall have the power through its Board of Directors to levy a special assessment(s), against each unit owner according to each unit's undivided percentage interest, all as more specifically set forth in the Association's by-Laws. Common expenses being those expenses of administration and of maintenance, repair or replacement of the common elements and the expense of administering and maintaining Westgate Square Association and all of its real and personal property in proportions and amounts as shall from time to time be fixed by the Directors of the Association and to any other expense and reserves that may be lawfully agreed upon. . . Additionally, the Association by action of its Board of Directors shall have the right to establish a Reserve Funds and each Unit Owner by the acceptance of a deed to a Unit, whether it be expressed therein or not, shall be obligated to pay his share of the Common Expenses, monthly assessments, special assessments and Reserve Fund. . ."

WHEREAS, the Board of Trustees has determined that the beneficial administration of the Association requires an increase in the membership fee currently in effect.

WITNESSETH:

NOW, THEREFORE, BE IT RESOLVED as follows:

Each Unit Owner shall pay to the Association upon acquisition of title to his/her unit a non-refundable and non-transferable membership fee in the amount of \$400.00. Payment of such fee shall be a condition precedent to exercise of rights of membership in the Association upon the sale or transfer of title to a unit. Any unpaid membership fee shall be deemed a personal debt, as well as, a lien on the unit collectible in the same manner as any unpaid common expenses. This membership fee is to be assessed only upon transfer of title, on or subsequent to the date of recording of this amendment, once adopted.

804928P-495

RECORDED
CLARENCE M. FLYNN
PROLSEIX CITY CLERK
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This Resolution is hereby adopted this _____ day of _____, 2001 by the Board of Directors of Westgate Square Condominium Association, Inc.

ATTEST:

WESTGATE SQUARE
CONDOMINIUM ASSOCIATION

Janet C. Kahn

Secretary

By: *Russell J. Wolfe*
President

Kathleen A. Lucy
ASSIT SEC.

STATE OF NEW JERSEY :
: SS
COUNTY OF MIDDLESEX :

I CERTIFY that on JUNE 8TH 2001, KATHLEEN A. LUCY, personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the ^{ASSIT} secretary of the Westgate Square Condominium Association, the corporation named in the within resolution to increase the membership fees;
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is RUSSELL J. WOLFE, 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.

Carol A. M. Jenkins

NOTARY PUBLIC
CAROL A. M. JENKINS
A NOTARY PUBLIC OF
NEW JERSEY
MY COMMISSION EXPIRES
APRIL 11, 2005

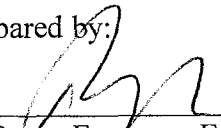
RECORD AND RETURN TO:
Susan J. Radom, Esquire
Radom & Wetter
3121 Route 22 East
Somerville, New Jersey 08876
(908) 707-1500
(908) 707-4181

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OF PAGES _____

Prepared by:


R. Bruce Freeman, Esq.

**WESTGATE SQUARE CONDOMINIUM ASSOCIATION, INC.
AMENDMENT TO RESOLUTION REGARDING PARKING AND TOWING**

WHEREAS, the Board of Directors adopted a Resolution Regarding Parking and Towing, which was recorded in the Middlesex County Clerk's office in Book 5169, Page 746; and

WHEREAS, the Board of Directors has voted to amend certain terms or provisions in the Resolution Regarding Parking and Towing;

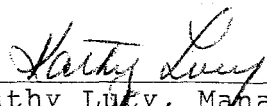
NOW THEREFORE, be it resolved that the following Amendment to Resolution Regarding Parking and Towing be and is hereby adopted:


1. The definition of "commercial vehicles" shall not include limousines or vehicles bearing "omnibus" license plates.
2. All references to "trucks over 3/4 ton" are deleted from the definition of vehicles restricted from parking overnight without Board approval in any rules of the Association.
3. Except as expressly modified herein, the "Resolution Regarding Parking and Towing and all other rules and regulations regarding vehicles shall remain in full force and effect.

This Resolution is hereby adopted this 23rd day of August, 2004, by the Board of Directors of Westgate Square Condominium Association, Inc.

ATTEST:

WESTGATE SQUARE CONDOMINIUM ASSOCIATION, INC.


Kathy Lucy, Manager

By: 
, President

STATE OF NEW JERSEY :
: SS.
COUNTY OF *MIDDLESEX* :

BE IT REMEMBERED, that on *SEPT 1, 2004*, before me, the subscriber, the undersigned authority, personally appeared proof to my satisfaction that he/she is the *ASS'T.* Manager of the Association that *GERALD TIROTTA* is the President of said Association; that the execution, as well as the making of this instrument, has been duly authorized by the Association, and the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered as and for the voluntary act and deed of said Association, in the presence of deponent, who thereupon subscribed his name thereto as attesting witness; and that the foregoing Resolution was duly adopted in accordance with the By-Laws of the Association.

Kathy Lucy
Kathy Lucy, Manager

Sworn and subscribed before me, the date aforementioned.

Carol A. Jenkins

CAROL A. M. JENKINS
A NOTARY PUBLIC OF
NEW JERSEY
MY COMMISSION EXPIRES
APRIL 11, 2005