

PUBLIC OFFERING STATEMENT

**THE MEWS at ALLWOOD
a CONDOMINIUM
Clifton, New Jersey**

**SPONSOR:
BEAZER HOMES, INC.**

PUBLIC OFFERING STATEMENT

The Mews at Allwood
a Condominium
Clifton, New Jersey

SPONSOR:

Beazer Homes, Inc.
6 Brighton Road
Clifton, New Jersey

**EFFECTIVE DATE OF THIS
PUBLIC OFFERING STATEMENT
IS: JULY 1, 1993**

NOTICE TO PURCHASERS

THIS PUBLIC OFFERING STATEMENT IS FOR INFORMATIONAL PURPOSES ONLY. PURCHASERS SHOULD ASCERTAIN FOR THEMSELVES THAT THE PROPERTY OFFERED MEETS THEIR PERSONAL REQUIREMENTS. THE NEW JERSEY DIVISION OF CODES & STANDARDS HAS NEITHER APPROVED NOR DISAPPROVED THE MERITS OF THIS OFFERING.

BE SURE TO READ CAREFULLY ALL DOCUMENTS BEFORE YOU SIGN THEM.

Prepared By:
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SPECIAL RISK NOTIFICATION

THIS OFFERING PLAN AND THE AGREEMENT OF SALE MAY BE TERMINATED BY THE SPONSOR WITHIN TEN MONTHS OF THE DATE OF REGISTRATION OF THIS PUBLIC OFFERING STATEMENT UNLESS PRIOR TO THE EXPIRATION OF THE TEN MONTH PERIOD SPONSOR OBTAINS TWENTY UNCONDITIONAL AGREEMENTS OF SALE OR WAIVES THE RIGHT TO TERMINATE, IN WHICH EVENT, THIS OFFERING PLAN SHALL BE DEEMED EFFECTIVE.

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**PUBLIC OFFERING STATEMENT
FOR
"ALLWOOD MEWS"**

INTRODUCTION

Beazer Homes, Inc., a Delaware corporation authorized to do business in New Jersey (the "Sponsor") having an office at 6 Brighton Road, Clifton, New Jersey, presents herewith its offering plan (the "Plan") for the establishment of a planned real estate development on approximately 10 acres of land located in the City of Clifton, County of Passaic, 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 and By-Laws to be recorded by the Sponsor in the office of the Register of Passaic County, Passaic, State of New Jersey, copies of which are on file at the Sponsor's office.

The Property encompassed by this Plan will be known as Allwood Mews (the "Property"). This 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. 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 Act. The Sponsor intends to develop the Property consisting of about 10 acres with one hundred twenty eight (128) Units in sixteen (16) buildings.

The Master Deed and By-Laws when filed will authorize the establishment of The Mews at Allwood, a Condominium. This Public Offering Statement contains specimens of all legal documents relative to the creation of The Mews at Allwood, a Condominium, and its operation and management, as well as a glossary of all legal and statutory terms employed herein, together with a recital of the responsibilities, rights, privileges, duties and obligations of every Unit Owner.

There will be an association ("Association") incorporated under the not-for-profit corporation statutes of New Jersey to effect the management, maintenance and administration of the condominium lands pursuant to applicable state laws. The Master Deed will contain a description of each Condominium Unit Owner's interest in the Common Elements. The By-Laws of the Association which provide for the governance of the condominium lands by Boards of Trustees and Officers thereof shall set forth the times, places and conduct of meetings of Condominium Unit Owners, of the Board of Trustees and the procedures to be followed in relation to the governance and operation of the planned real estate development. Each Condominium Unit Owner will, by virtue of his ownership, be a member of the Condominium Association.

The Master Deed and the Association's By-Laws and other exhibits are annexed hereto and made as a part of this Offering Plan. The Sponsor recommends that these documents, together with

the entire Plan, be carefully examined by the prospective purchaser, his attorney and accountant.

The Sponsor offers for sale the entire one hundred twenty-eight (128) units. There will be four basic Unit types. with each unit having different variations. Architectural plans as to these four basic Units are shown in Exhibit 13 in this offering plan.

UNIT "A" ALLWOOD

Two (2) stories including an entry staircase, kitchen, living/dining room, master bedroom with private bath including twin wash basins, tub and walk in stall shower; second bedroom with private bath including single wash basin and tub with shower over; second floor loft is open to living/dining area. This Unit contains approximately 1416 square feet, (1st floor 36 s.f.; 2nd floor 1100 s.f.; 3rd floor 280 s.f.) plus the Garage area of 250 s.f.

UNIT "B" BRIGHTON

Two (2) stories including an entry staircase, kitchen, living/dining area, MASTER BEDROOM with private bath including twin wash basins, tub and walk in stall shower; 2nd BEDROOM with private bath including single wash basin and tub with shower over; this Unit contains a loft area on the second floor open to the living room below. This Unit contains approximately 1,546 square feet, (1st floor 35 s.f.; 2nd floor 888 s.f.; 3rd floor 623 s.f.) plus the Garage area of 266 s.f.

UNIT "C" CHELSEA

Two (2) stories including an entry staircase, kitchen; living/dining room; #3 BEDROOM with full bath including single wash basin plus tub with shower over; MASTER BEDROOM with private bath including twin wash basins, tub and walk in stall shower; #2 BEDROOM including private bath with single wash basin and tub with shower over. this Unit contains approximately 1,546 square feet, (1st floor 83 s.f.; 2nd floor 899 s.f.; 3rd floor 616 s.f.) plus the Garage area of 259 s.f.

UNIT "D" DEVON

One (1) story including kitchen; living/dining room; MASTER BEDROOM with private bath including twin wash basins, tub and walk in stall shower; two (2) ADDITIONAL BEDROOMS; plus a second full bath including single wash basin and tub with shower over. This Unit contains approximately 1837 square feet, all on the 1st floor plus a Garage area of 253 s.f.

Each unit shall have fire sprinkler protection. Each unit will be serviced by its own utility systems. There shall be a

combination gas fire forced warm air heating and air conditioning unit, and a gas fired hot water heater. The kitchens shall contain a sink, under-counter dish washing machine, garbage disposal unit, refrigerator/freezer combination unit, kitchen cabinets and counter tops and a pantry closet. There will be a mechanical or utility area with quick connections for both a clothes washer and gas fired clothes dryer.

All of the Units include a one (1) car garage and the following standard features:

KITCHENS; sink, garbage disposal unit, refrigerator/freezer, under-counter dishwasher, cabinetry and counter tops, vinyl asbestos tile.

BATHROOMS:

Vanities and vanity tops with sinks, toilets as indicated above; either separate tub and walk in stall shower with twin wash basins, or single wash basins and tubs with shower heads over and ceramic tile floors.

UNIT EXTERIORS:

Vinyl siding at front, sides and rear; roofing of fiberglass/asphalt shingles, leaders and gutters, asphalt driveways, Belgium block style curbing, poured concrete or concrete block foundations, landscaping as per site plan drawings, exterior decks (where provided) constructed with pressure treated lumber.

ENERGY SAVERS:

Gas fired combination forced warm air heating and air conditioning system dual glazed vinyl single hung windows; insulation is R-30 - 9 1/2 inch batts in the roof areas where structurally permitted: R-11 3 1/2 inch batts in all exterior walls; R-19 under floors above garage areas; tyvec moisture proof building wrap.

As to the above features, the Sponsor reserves the right to add, substitute provided that the substituted item is of equal or better quality and/or delete certain of the standard features during construction of the Units. In the event of the deletion of an item, the Purchaser shall have the right to approve such deletion unless it is an inconsequential deletion.

The Common Elements in the condominium development consist of the land, all exterior walls, roofs and sidewalks, and parking areas.

The Sponsor intends, upon this statement being duly registered with the State of New Jersey, Department of Community

Affairs, to commence sales of all one hundred twenty eight (128) Units.

THE CONDOMINIUM - A SUMMARY

The Condominium concept offers private ownership in a multi-dwelling project. The owner of a Condominium Unit owns his Unit in many respects as a private homeowner owns his own home. He owns the Condominium Unit in fee and is entitled to the exclusive possession thereof. Each Condominium Unit Owner is privileged to mortgage his Condominium Unit. This Condominium Unit is not subject to the lien of any mortgages placed by his neighbors on their Condominium Units. He is free to sell or otherwise convey, by gift or devise, his Condominium Unit. He may decorate the interior of his Condominium Unit in any way he desires. His Condominium Unit will be taxed as a separate lot for real estate tax purposes as though it were a private home; and he will not be responsible if any of his neighbors fails to pay the taxes due on his individual Condominium Unit. He, substantially like any other homeowner, may deduct from his income for income tax purposes, as permitted under applicable federal and state tax regulations, his real estate taxes and the interest paid on any mortgage on his Condominium Unit.

In addition to these privileges, he is also the owner, in common with all of the other Unit Owners of the Condominium, of all of the real and personal Property comprising the Condominium Property other than the Units themselves (the "Common Elements") and shall have 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 Sponsor. A purchaser of a Condominium Unit acquires membership in the Association upon closing of title. The Association's Board of Trustees, selected as hereinafter described, will assess against every owner of a Condominium Unit, in proportion to his percentage interest in the Common Elements, charges (the "Common Expenses"), for the maintenance of the Common Elements and for the operating costs of the Property, including provisions for reserves, for payment of necessary insurance premiums and such other charges all as more fully hereinafter set forth.

It is anticipated that the receipts of the Association, including assessments, insurance proceeds and the funds from all other sources will not exceed the Common Expenses except as to funds set aside in the Replacement Reserve Fund. However, in the event that such receipts do exceed the Common Expenses in any year, the excess will be applied by the Association to reduce on a pro

rata basis the assessment against each owner of a Condominium Unit in the succeeding year or paid into the Replacement Reserve Fund.

Since it is anticipated that substantially all of the receipts of the Association will be derived from the Condominium Unit Owners and since any receipts in excess of that required for operations must be applied by the Association to reduce assessments in the succeeding year or to the Replacement Reserve Fund, it is the opinion of Brach, Eichler, Rosenberg, Silver, Bernstein, Hammer & Gladstone, the attorneys for the Sponsor ("Sponsor's Attorney"), that neither the Association nor the Condominium Unit Owners will realize any income with respect to such excess for purposes of Federal Income Tax. If, however, the Association does realize income from sources other than the Condominium Unit Owners, such income will be taxable to the Association under the provisions of the Federal Income Tax Law, but no tax will be directly passed on to the Condominium Unit Owners themselves unless such amounts are actually distributed to them.

All facilities, utilities and services supplied to the Common Areas, including electricity, water, gas, sewerage disposal and garbage removal as well as the expenses attributable to the repair and maintenance of the common area facilities, will be paid by the Association and charged to each Condominium Unit Owner as a common expense. However, those utility charges, such as electric and gas, which are individually metered for each Unit, are the sole responsibility of each Unit Owner and will be billed by the utility company to the Unit Owner.

LOCATION, TRANSIT, SCHOOLS, SHOPPING,
RECREATION AND HOSPITAL FACILITIES

The property is located at the intersection of Brighton Road and Bloomfield Avenue in the City of Clifton, County of Passaic and State of New Jersey. The property does not have frontage on either street other than a roadway from each street leading to the property. The City of Clifton is located in the southerly portion of Passaic County. It is surrounded by Montclair, Bloomfield & Nutley all in Essex County on the south. to the west is Little Falls and West Paterson. On the north is Paterson and Garfield. The Passaic River is on the east.

In front of the property to the west is a parcel of land that fronts on Brighton Road and Bloomfield Avenue. This parcel of land is developed with two three story office buildings and one two story office building.

On the north and east of the property there are located one and two story industrial buildings.

The property is bounded on the south by a railroad track. Conrail operates freight trains on this track. On the average there are two trains a day.

Along Market Street which is about one-fourth mile from the property are several retail stores. These stores include a cleaner pharmacy, Quick Chek supermarket, multi-plex theater, a bank, a restaurant, a service station, a liquor store, travel agency, florist, delicatessen and other retail stores.

About one-third mile from the property at the Allwood Circle there is located a small shopping center. In the center there is located a Grand Union, a Post Office, McCory's Department Store, several retail stores, a bank and Rowe-Manse Emporium.

There is a Home Depot store located on Bloomfield Avenue about one-fourth mile from the property.

Route 3, which runs easterly to the Lincoln Tunnel is only about one-half mile from the property. In a westerly direction Route 3 connects with the Garden State Parkway.

At the intersection of Chelsea Road and Brighton Road is located Chelsea Memorial Park. In the park are located tennis courts, a public library and grass areas. The park is about one-tenth mile from the property. Adjacent to the park is Fire Station number #5 and Public School #9.

In Clifton there is located a train station from which there is service to Hoboken, New Jersey. In Hoboken there are connections to New York City. The Clifton Station is about one and one-half miles from the site.

Bus service to various parts of Clifton surround communities, Newark, and New York City are available within one mile of the property.

The City of Clifton has a paid police department and a paid fire department. The police department is located at the Clifton City Hall at 900 Clifton Avenue. The nearest fire station is Station No. 5 which is about two-tenths of a mile from the Condominium.

It has thirteen elementary schools, grades K-5, two middle schools, grades 6-8 and one high school. The high school is located at 330 Colfax Avenue and the nearest middle school is located at 1400 Van Houten Avenue.

There is a recreation department in the City of Clifton. It is responsible for the upkeep and maintenance of the City's twenty parks and playgrounds. There are a total of thirty-two tennis courts in these parks. Mt. Prospect Park, which is about three-fourths of a mile from the property has a children's playground and four ball fields. the recreation departments organizes a variety of sports and activities for all age groups. Within a five mile radius of the property there is located the Upper Montclair Country Club in Clifton and the Passaic County Gold Course.

The nearest hospitals are located in Passaic. They are Beth Israel Hospital, Passaic General and St. Mary's. All are general service hospitals and are located within five miles of the property.

There are a wide variety of houses of worship located within Clifton. Among them are Catholic, Episcopal, Jewish, Presbyterian and Lutheran.

DESCRIPTION OF DEVELOPMENT

The proposed development will be on lands located in the City of Clifton, Passaic County, State of New Jersey. The maintenance, repair and reconstruction, as to the roads will be the sole obligation and responsibility of the Sponsor until such time as the various Unit Owners control the Association.

The Sponsor proposes to construct a development consisting of one hundred twenty-eight (128) Units on approximately ten (10) acres. The site plan for the development has been granted approval by the requisite federal, state, county and municipal authorities for the construction of the development in accordance with the terms and conditions of the approvals. The roads and streets shown on the plan shall be private. A copy of the site plan is included in the offering plan as Exhibit 12.

There shall be four basic Unit types with certain variations as to each basic type. Architectural plans as to the four basic Unit types are illustrated in Exhibit 13 in this offering plan. The Units are more particularly described as follows:

UNIT "A" ALLWOOD

Two (2) stories including an entry staircase, kitchen, living/dining room, master bedroom with private bath including twin wash basins, tub and walk in stall shower; second bedroom with private bath including single wash basin and tub with shower over; second floor loft is open to living/dining area. This Unit contains approximately 1416 square feet, (1st floor 36 s.f.; 2nd floor 1100 s.f.; 3rd floor 280 s.f.) plus the Garage area of 250 s.f.

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Each unit shall have fire sprinkler protection. Each unit will be serviced by its own utility systems. There shall be a combination gas fire forced warm air heating and air conditioning unit and a gas fired hot water heater. The kitchens shall contain a sink, under-counter dish washing machine, garbage disposal unit, refrigerator/freezer combination unit, kitchen cabinets and counter tops and a pantry closet. There will be a mechanical or utility area with quick connections for both a clothes washer and gas fired clothes dryer.

All of the Units include a one (1) car garage and the following standard features:

KITCHENS: sink, garbage disposal unit, refrigerator/freezer, under-counter dishwasher, cabinetry and counter tops, vinyl asbestos tile.

BATHROOMS: Vanities and vanity tops with sinks, toilets as indicated above; either separate tub and walk in stall shower with twin wash basins, or single wash basins and tubs with shower heads over and ceramic tile floors.

UNIT EXTERIORS: Vinyl siding at front, sides and rear; roofing of fiberglass/asphalt shingles, leaders and gutters, asphalt driveways, Belgium block style curbing, poured concrete or concrete block foundations, landscaping as per site plan drawings, exterior decks (where provided) constructed with pressure treated lumber.

ENERGY SAVERS: Gas fired combination forced warm air heating and air conditioning system dual glazed vinyl single hung windows; insulation is R-30 - 9 1/2 inch batts in the roof areas where structurally permitted: R-11 3 1/2 inch batts in all exterior

walls; R-19 under floors above garage areas; tyvec moisture proof building wrap.

As to the above features, the Sponsor reserves the right to add, substitute provided that the substituted item is of equal or better quality and/or delete certain of the standard features during construction of the Units. In the event of the deletion of an item, the Purchaser shall have the right to approve such deletion unless it is an inconsequential deletion.

As to the above features, the Sponsor reserves the right to add, substitute provided that the substituted item is of equal or better quality and/or delete certain of the standard features during the construction of the Units. In the event of deletion of an item, the Purchaser shall have the right to approval such deletion unless it is an inconsequential deletion.

A Purchaser is alerted to the fact that much of the furnishings, light fixtures, plumbing fixtures, special tiles, ceramic and vinyl flooring, mirrors, carpeting, decorations and wall coverings in the model Units are for display purposes only and are not included in the sale of any Unit.

Sponsor informs a prospective Purchaser that the artist's renderings and scale models in the sales office and in the sales brochures may indicate different roof lines, color, location of stones and bricks, landscaping and other features then will be actually constructed. If the foregoing is applicable to any individual Unit, the Agreement of Sale shall state any substantial difference. The Sponsor only will warrant that which is actually constructed and material which is actually used.

In addition to the parking provided by each Unit's garage and driveway there will be several parking areas in the entire development. These parking areas will contain a total of one hundred forty-seven spaces.

Utility services to the Units will be provided as follows: Water by Passaic Valley Water Commission and sanitary sewerage by the Passaic Valley Sewerage Commission; Gas by Public Service Electric and Gas Company; Electricity by Public Service Electric and Gas Company; Telephone by New Jersey Bell Telephone Company. Cable TV is available from United Artist (UA) located in New Jersey. The utility charges for gas and electricity will be by individual meters to be paid by each Unit Owner. Any utility deposit or utility company meter charges including connection charges shall be the responsibility of the Unit or House Owner. There shall be individual meters for electric and gas.

The Sponsor is constructing the internal roads to municipal specifications. Accordingly, sanitation service collection will be done by the municipality. Each Unit Owner shall be responsible for purchasing their own garbage cans and recycle containers. There

will be individual Unit garbage pickup.

The Sponsor estimates that it shall complete construction by July, 1994 of all the Units and the development's improvements. This date is only an estimate and not a guaranty or representation.

NATURAL AND MAN-MADE FORCES

The Sponsor is not aware of any natural or man-made forces that could have a possible adverse effect on the development. However a prospective purchaser is alerted to the fact that to the southeast there is a railroad track upon which Conrail operates about two freight trains a day.

A prospective purchaser is notified that the Sponsor shall be in the process of completing the construction of the Condominium Property during the ownership of his Unit. Each purchaser is alerted to the fact that the construction work; which may include the movement of heavy duty construction trucks, may create disturbing conditions.

THE CONDOMINIUM UNITS - DEFINITION AND DIMENSIONS

A Condominium Unit is a fee simple estate in a part of the area within a 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 Exhibit C. Appurtenant to the ownership of each Unit is the proportionate part of the Common Elements and any Limited Common Element assigned to the Unit.

Each Unit consists of the rooms and the approximate dimensions indicated on the Architect's floor Plans, annexed to the Master Deed as Exhibit C and shown as Exhibit 13 in this Public Offering Statement.

The Master Deed, Exhibit 1 in this Offering Plan, shall contain a description of the Units. In this document there shall be a designation of each Unit by number for identification purposes as well as a site plan showing the location of each Unit and architectural plans as to the various Unit types. The foregoing information in the Master Deed shall be a sufficient legal description for all purposes. Such a description shall include all appurtenances to the Unit concerned, whether or not separately described, including but not limited to the undivided percentage interest in the Common Elements Limited Common Elements, and Common Property appurtenant hereto.

Annexed hereto and made part hereof as Exhibit 3 is a schedule setting forth the following with respect to each Condominium Unit:

- (a) The Unit type;

- (b) The estimated monthly maintenance for the first year after the filing of the Master Deed, based on full occupancy of all Condominium Units.

The Purchaser recognizes that any amounts reflected in Schedules may not accurately reflect the actual expenses or charges that may in fact be incurred during any period of time mentioned in said Schedule, or for any other period of time.

The Owner of a Condominium Unit in the development shall not be deemed to own the undecorated and/or unfinished surfaces of the exterior perimeter walls and roof surrounding his Unit, nor shall said Owner be deemed to own the pipes, wires, conduits, or other public utility lines running through said Unit which are utilized to serve more than one Unit, and said items are by the Master Deed hereby made a part of the Common Elements. Said Owner, however, shall be deemed to own the interior walls and partitions which are contained in said owner's Unit and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, ceilings, including sheet rock, paint, wallpaper, etc., contained in said Unit. The Unit Owner shall be responsible for the repair, maintenance and replacement of all windows, window glass, doors and door glass subject to the Association's approval as to material, type, design and color.

CONDOMINIUM DEVELOPMENT
COMMON ELEMENTS - OWNERSHIP INTEREST

The Common Elements as defined in the Master Deed will consist of the Condominium Buildings, except the individual Units, including without limitation, the following items set forth in the Condominium Act:

- (a) The land on which the Condominium Buildings are located;
- (b) All exterior walls and roofs;
- (c) All central services and utilities and the conduits, pipes, ducts, plumbing, wiring, and other facilities for the furnishing of utilities and accessories not located within any Unit or specifically servicing only that Unit;
- (d) All apparatus and installations existing or intended for common use;
- (e) All parking areas, roadways, and all roads servicing the development;
- (f) Such other elements and facilities as are designated in the Master Deed as Common Elements.

The Common Elements may be used in accordance with the Master Deed and By-Laws of The Mews at Allwood Association, Inc., and such rules and regulations as may be promulgated from time to time by said Association. Such use may be conditioned upon, among other things, the payment by each Unit Owner of such assessments as may be established by the Board of Trustees of the Association for the purpose of defraying the cost thereof.

The undivided percentage interest in the Common Elements which is appurtenant to a Unit may be not be separated therefrom and shall pass with the title to the Unit whether or not separately described. The Unit Owner's share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered, except together as a Unit.

LIMITED COMMON ELEMENTS

There are Limited Common Elements appurtenant to each of the Units, as shown and reflected on the architectural footprints, namely the, front walkways, stoops, patios, porches, exterior stairs, and the driveways. These Limited Common Elements are reserved for the use of those Units immediately adjacent thereto and opening thereupon, to the exclusion of other Units, and there shall pass with a Condominium Unit as appurtenant thereto the exclusive right to use that said Limited Common Element. All conduits, pipes, ducts, plumbing, wiring, and other facilities and equipment for the furnishing of central services and utilities within the Unit, which service that particular Unit, are the responsibility of the Unit Owner as to repair, maintenance, operation and replacement. Any such porch, stoop, exterior stairs, railing, or driveway shall be kept free and clean of debris, dirt, and snow and other accumulations by the Unit Owner. The Association shall be responsible for the repair, maintenance and replacement of utility lines and pipes outside of the Unit being serviced by such line or pipe. Additionally the Association will plow all driveways and front walkways when there is two inches or more of snow. Any expenses of repair or replacement relating to such Limited Common Element, or involving structural maintenance, repair or replacement, shall be paid for by the Unit Owner. The repair, maintenance and replacement of the driveway shall be the responsibility of the Association unless same as caused by the negligence of the Unit Owner, his (her) family, agents, guests or invitees.

PARKING FACILITIES

Each Condominium Unit shall have a one car garage. The driveway area has space for at least one car. In addition, in the Condominium Complex there are several parking areas. There is a total of one hundred forty seven parking spaces in these parking areas, which are located throughout the development.

The Condominium Association may prescribe such rules and regulations with respect to parking area as the Board of Trustees may deem fit.

RECREATIONAL FACILITIES

There are no proposed recreational facilities for this development.

MORTGAGING OF CONDOMINIUM UNIT BY CONDOMINIUM UNIT OWNER

A Unit Owner may mortgage his Unit, without the approval of the Association, to a bank, life insurance company, or federal savings and loan association or any other recognized lending institution, the foregoing being permitted to give mortgage loans on Units, under State Law or, as a result of a purchase money mortgage given by a seller.

INCOME TAX DEDUCTIONS - OTHER TAX DEDUCTIONS

The Sponsor has been advised by its counsel and believes, that each Unit Owner will be entitled, under present law, to deduct for federal income tax purposes, the real estate taxes paid to the City of Clifton, and assessed against his Unit and the amount paid by him as interest on any mortgage indebtedness covering his Unit.

No warranties or representations are or can be made by any person that the United States Treasury Department will allow the aforementioned deductions for real estate taxes and/or mortgage interest to Condominium Unit Owners. The Sponsor and its counsel shall in no event be liable if, for any reason, it shall be held that the Condominium Unit Owners are not entitled to such income tax deductions for real estate taxes and/or mortgage interest.

The State of New Jersey presently provides an annual homestead rebate to all Property owners in the State, which rebate is based on the local assessment by the municipality, and the record title holder of the real Property on October 1 of the pretax year is eligible to make application and receive the homestead rebate annually.

Until the City of Clifton actually assesses each Unit on an individual basis, the Association, as provided in the By-Laws, shall be responsible for paying the real estate taxes in accordance with the Unit Owners' respective percentage interests in the Common Elements.

SALES PROCEDURE - SALES PRICES

The Units when sold by the Sponsor, will be sold in fee simple to purchasers who may be individuals, partnerships, corporations or fiduciaries. The sales of such Units will be made

by Sponsor or by independent real estate agents retained by Sponsor to sell such Units offered hereby. Sponsor will not be responsible for any finders' fees or brokerage commissions, with reference to any sale or initial mortgage financing, or otherwise, except pursuant to written agreement between Sponsor and any broker.

Sponsor, by Deed in the form annexed hereto as Exhibit 4, shall deliver title free and clear of all liens and encumbrances other than:

- (a) the terms, limitations, conditions, covenants, restrictions and other provisions including lien and assessment rights set forth in the Master Deed, a copy of which is annexed hereto;
- (b) zoning regulations and ordinances of the governmental authority in which the premises lie and amendments and additions thereto, in effect at the date of delivery of the Deed, provided that same do not prohibit the construction, use or maintenance of any Unit;
- (c) facts as may be shown by an accurate survey of drives, roadways, parking areas, walls, curbs and similar items on or below grade which are not completed at such date;
- (d) sewer, water, electric, gas, telephone and other utility easements and consents, if any, now or hereafter executed and recorded, including the right to maintain and operate lines, wires, cables, poles and distribution boxes in, over, through and upon the Property;
- (e) covenants, restrictions, easements and consents now or hereafter recorded, provided they do not prohibit the erection, use or maintenance of any Unit;
- (f) all service contracts affecting the Property, Buildings or Units entered into by the Sponsor or any Association and which exist at the time of the delivery of the Deed, including but not limited to a contract for management (Exhibit 14).
- (g) easements for the continuance of encroachments on the Units, on the Common Elements by other Units or portions of the Common Elements now or hereafter existing whether by reason of original construction, repair and/or restoration by any Association of such other Units or such other Common Elements after damage by fire or other casualty, or, after taking in condemnation or eminent domain proceedings, or, by reason of an alteration to the Common Elements made by the Association or otherwise, so that any such encroachment may remain as long as the Building stands;

- (h) current real estate taxes;
- (i) the lien of the purchase money mortgage for the Unit if any.

Any or all of the foregoing subject provisions may be partially or totally omitted from the Deed to be delivered hereunder, but all such provisions so omitted shall, nevertheless, survive the delivery of the Deed.

The Sponsor has been advised by its counsel that, in counsel's opinion, none of the exceptions to title hereinabove set forth are of such nature so as to substantially adversely affect the use and enjoyment of a Unit.

CHANGES IN PRICE, SIZE OR LAYOUT

In order to meet possible demands for larger or smaller Units, or to meet the particular requirements of prospective purchasers, or for any other reason, the Sponsor reserves the right, so long as it is the owner of any unsold Unit, to change the size, design, color, finish or layout or the price of any such Unit. No change in the price of a Unit, however, will vary the estimated Common Expenses, for that Unit, or its percentage of interest in the Common Elements.

No changes will be made in the percentage interest in the Common Elements or price of any Unit for which a Purchase Agreement shall have been accepted by the Sponsor and with respect to which the purchaser is not in default.

EFFECTIVE DATE OF THE OFFERING PLAN - TERMINATION

This Offering Plan shall become effective upon it being registered by the Division of Codes and Standards of the New Jersey State Department of Community Affairs. Upon such registration being obtained by the Sponsor, it shall thereafter notify potential purchasers and enter into Agreements of Sale with said potential purchasers. The proposed Agreement of Sale is included herein as Exhibit 5.

This Offering Plan and the Agreement of Sale may be terminated by the Sponsor within ten months of the date of registration of this Public Offering Statement unless prior to the expiration of the ten month period Sponsor obtains twenty unconditional Agreements of Sale, or Sponsor waives the right to terminate, in which event this Offering Plan shall be deemed effective. Once the Offering Plan has been declared or deemed effective neither the Offering Plan or the Agreement of Sale may be terminated but the Property can be withdrawn from Condominium ownership in the manner prescribed in the Master Deed (Exhibit 1) and the Condominium Association's By-Laws (Exhibit 2).

OFFER TO SELL, AGREEMENT OF SALE, AND PAYMENT

The Sponsor hereby offers for sale to individuals, and other approved entities capable of holding title to real Property, all the one hundred twenty eight (128) Units on the terms and conditions set forth in this Offering Plan.

Occupancy is limited to one family per Unit, and same is intended for use only as a private residential dwelling by the owner or owners' thereof.

The Purchaser may accept such offer of sale by entering into an Agreement of Sale with the Sponsor. The form of the Agreement of Sale is included herein as Exhibit 5. The Agreement provides that a Purchaser will purchase from the Sponsor (Seller) a designated Unit in The Mews at Allwood, a Condominium. The parties will be bound after the expiration of the seven day right of rescission period, subject to the rights of the Sponsor (Seller) to terminate the Agreement as is stated therein, and as stated in the following section of this Public Offering Statement.

Before acquiring title to his Unit each Purchaser shall have paid the full purchase price set forth in the Agreement of Sale, in the following installments:

- (a) That percent as a deposit to be held as herein set forth, on execution of the Agreement of Sale and/or at such other date(s) as may be provided therein plus the full costs of any optional extras ordered by the Purchaser and installed by the Sponsor;
- (b) the balance (including the proceeds of any mortgage loan) by cash or certified check on the date to be fixed in the Agreement of Sale for the closing of title.

Estimated real estate taxes and assessments for the tax year, insurance premiums and estimated Common Expenses for the month in which title closes, will be apportioned as of the closing date.

A Purchaser is not permitted to sell the Agreement of Sale or in any way transfer or assign it to a third party. The Agreement of Sale provides that if this representation is false that Purchaser shall pay to Sponsor, as liquidated damages a sum equal to ten (10%) percent of the Unit purchase price.

Each Purchaser is notified that the Sponsor retains the right to rent the Units. If Sponsor does rent or lease to any individual or entity other than a contract purchaser more than twenty (20%) percent of the total Units, the Sponsor shall amend its Application for Registration as appropriate to reflect such rental or leasing activity and any effect same may have on the control of the Association or upon any other aspect of the

Condominium. As to any Unit rented by the Sponsor it shall pay the full maintenance charges to the Association.

CLOSING OF TITLE TO UNITS

The Sponsor's title company, Security Title and Guaranty Company (Riverside Title Agency, Inc), shall cause to be issued as of the closing of title to each Purchaser of a Unit, at such Purchaser's request a policy of title insurance or a binder for same from a reputable title insurance company doing business in the State of New Jersey, insuring that such Purchaser has marketable title to his Unit, free and clear of all liens and encumbrances except as hereinabove set forth, such title insurance to be in the amount of the purchase price of such Unit. Purchaser is under no obligation to use this company only being the title company selected by Sponsor for its title purposes.

The closing of title and delivery of the deed to each Unit will take place only after the City of Clifton has issued a Certificate of Occupancy for that Unit. It is to be understood that the issuance of a Certificate of Occupancy means that the Sponsor has completed all of the items required by the appropriate building codes, that the Unit is complete and that the Sponsor has a right to require the Buyer to close. Sometimes the Certificate of Occupancy is marked "temporary" or "conditional", which means that the Sponsor is required to perform additional work after the closing in order for the Certificate of Occupancy to become final. This may include work by the Sponsor which is off the property or it may be as a result of work which cannot be completed during the time of year in which the closing occurs. Therefore, when a Certificate of Occupancy is issued, whether it be permanent, conditional or temporary, the Sponsor has a right to require the Buyer to close title. The Unit will be completed and fully equipped as required by the Purchase Agreement and each purchaser will be given three (3) days notice to inspect the Unit for compliance. The purchaser's inspection will take place in the presence of a representative of the Sponsor at which time a list of incomplete items will be drawn and agreed to by the purchaser and the Sponsor's representative. It is anticipated that these incomplete items will be insubstantial and not effecting habitability and it will be the obligation of the Sponsor to complete these items within a reasonable time after closing. No escrow of any nature shall be established with respect to said list at closing of title and the incompleteness of the items on such list shall in no way serve to delay closing of title. It will be the Purchaser's obligation to close title by the date designated in the notice from the Sponsor-Developer and to arrange for his inspection within (3) days prior to the closing. Sponsor's attorney shall provide purchaser's attorney of at least one week notice of the closing date. However a Purchaser shall not be obligated to close title on his Unit prior to the date set forth in the Agreement of Sale.

Real estate taxes, water, sewerage charges, and other current charges will be apportioned as of the settlement date.

If the Purchaser fails to take title because of his default under the Agreement of Sale, the deposit of monies held in the separate trust account to a maximum amount of ten percent (10%) of the purchase price plus monies paid and/or promised to be paid for any optional extras installed shall be paid over to the developer as liquidated damages for the charges and expenses sustained by the developer and the Agreement shall become null and void.

The closing of title and the delivery of the Deed to each Unit will take place after or concurrently with the occurrence of the following events:

- (a) The Plan having become effective and the Master Deed having been recorded;
- (b) the issuance of a title insurance policy or binder for same by the title insurance company licensed to do business in the State of New Jersey agreeing to insure fee title at regular rates to the Unit in the purchaser, free and clear of all liens and encumbrances except as hereinabove set forth; (See Exhibit 11 as to said Title Insurance Policy)
- (c) the closing of the purchaser's mortgage loan, if any, in accordance with the terms of the Agreement of Sale;
- (d) payment in full of the purchase price.

The Sponsor shall pay for the cost of the realty transfer tax to the Passaic County Register's Office, Passaic, New Jersey.

The Purchaser shall pay the following charges at the time of the delivery of the Deed:

- (a) premium for the purchaser's title insurance policy, at a rate established by law;
- (b) If there is to be a mortgage loan covering the Unit obtained by the Purchaser;
 - (i) Attorney's fees and closing costs of lender;
 - (ii) cost of recording of the mortgage;
 - (iii) mortgage title insurance;
 - (iv) such other costs associated with the mortgage.
- (c) Recording of the Deed;

- (d) survey certification of the Unit (if required or requested).

The estimated closing costs to be borne by each Purchaser of a Unit will be as follows:

- (1) Fee title insurance policy at the approximate rate of \$4.00 per \$1,000.00 of the sales price; search of title, approximately \$200.00;
- (2) If there is to be a mortgage loan on a Unit by way of a Purchase Money Mortgage from a lending institution.
 - (a) Mortgage title insurance - \$25.00 additional charge by the title company.
 - (b) Loan processing charges, including credit check, verifications of employment, bank deposits, references, etc., approximately 1-5% of the mortgage amount.
 - (c) Costs of preparing mortgage, note or bond, mortgagor's Affidavit of Title and other documents relating to a mortgage loan closing, payable to Purchaser's attorney. (See item 4 below)
 - (d) Cost of recording mortgage \$30.00.
 - (e) Real estate tax escrow, one, two or three months amount as Purchaser's lender may require.
- (3) Cost of recording deed \$30.00.
- (4) Closing attorney's fees (including services stated in item 2(c)) to Purchaser's attorney. This fee is negotiated between Purchaser and his attorney.
- (5) Cost of survey certification - \$275.00, if required.
- (6) Lending institutions attorney review fee, depending on institution, approximately \$75.00 to \$275.00.

The above closing costs are only estimates. Sponsor does not represent or warrant the accuracy of such information since the actual costs will depend upon the lending institutions requirements.

In addition to the above closing payments, Purchaser shall also pay the following costs:

To the Association, each Condominium Unit Purchaser shall pay the following sums:

- (a) One-time membership fee in an amount equal to that Unit's one month's maintenance charge to be made part of the Association's Working Capital Account. (This non-refundable, non-transferable sum shall be the property of the Association and shall be used by the Association as a working capital fund or for any other lawful purposes which the Board of Trustees in their sole discretion deems necessary.)
- (b) A sum equal to one month of that Unit's monthly maintenance to be made part of the Association's Reserve Fund Account. This sum shall be non-refundable and non-transferable.
- (c) An amount equal to Purchaser's Unit's pro rata share of that month's monthly assessment.

WARRANTIES GIVEN BY DEVELOPER

The Sponsor warrants that the following construction at The Mews at Allwood, a Condominium is free from defects due to material and workmanship for a period of one year from the date of possession or settlement ("Warranty Date"): out buildings, driveways, walkways, retaining walls, and fences. The Sponsor also warrants 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.

The Sponsor warrants the construction of the Common Facilities for a period of two years from the date of completion of each of the Common Facilities. The Sponsor will repair or correct any defect in construction, material or workmanship in the Common Facilities discovered within the two year warranty period within a reasonable time after notification of the defect.

The Sponsor expressly warrants that every Unit and Limited Common Element appurtenant thereto will substantially conform to the Unit, description or plans used to induce the Purchaser to enter into a contract or agreement to purchase unless noted otherwise in the contract.

The Sponsor will further warrant the construction of Units and Houses contained in the development as provided in the New Jersey New Home Warranty And Builder's Registration Act, N.J.S.A. 46:3(B)-1, et seq., and the Regulations promulgated thereunder. The following time periods of warranties are operative under the Act:

- (a) One year from and after the Warranty Date the dwelling shall be free from defects caused by faulty workmanship and defective materials due to noncompliance with the approved Building standards.

- (b) Two years from and after the Warranty Date the dwelling shall be free from defects caused by faulty installation of plumbing, electrical, heating and cooling delivery systems; however, in the case of appliances, no warranty shall exceed the length and scope of the warranty offered by the manufacturer.
- (c) Ten years from and after the Warranty Date for major construction defects as defined in the Act.

It is understood that unless the following items are covered by the homeowners warranty insurance program, the Sponsor does not warrant, at any time, masonry, stucco and asphalt cracks in patios, walks, driveways, porches and walls nor does the Sponsor warrant cracks in driveways, driveway aprons, basements, floors, foundations, chimneys and fireplaces. The Sponsor does not warrant nor will the Sponsor change the color variation in brick, stone, stucco, shingles, siding, paints, tiles, cabinets and/or woodgrains and the staining of woodgrains. The Sponsor will only perform repair work if required by the homeowners warranty insurance plan pursuant to the New Jersey New Home Warranty and Builders Registration Act or the Planned Real Estate Development Full Disclosure Act or if set forth in the pre-closing inspection list.

During the period that the Sponsor maintains control of the Board of Trustees, it shall take no action which adversely affects a Unit Owner's rights under N.J.A.C. 5:25-5.5. Claims relative to defects in Common Elements shall be processed in accordance with N.J.A.C. 5:25-5.5.

The provisions of this Section are intended for purposes of general information and description only and are not intended to enlarge any obligation of Sponsor or to impair any right of Sponsor under applicable law. In the event of any variance between any provision(s) of this Section and the provision(s) of any applicable law(s) the provisions of such law(s) shall govern.

REAL ESTATE TAXES
TAX RATE

Since the Master Deed and By-Laws have not yet been filed, and the Condominium Units have not been fully constructed, no tax assessment has yet been made on individual Units. The tax assessor of the City of Clifton has not yet certified that the individual Condominium Units conform to official tax lot numbers. However, in the opinion of counsel to the Sponsor, by law, the assessor is required to have each Condominium Unit constitute a separate tax lot. There are no other taxes affecting the subject land nor are there any known proposed special taxes assessments. Any added or additional assessments that are levied against a Condominium Unit prior to title closing shall be the responsibility of the Sponsor for that period prior to title closing.

The entire development is known as tax Lot 9.02 in Block 56-4 as shown on the 1992 City of Clifton tax maps. The land is presently undeveloped. Accordingly there is no real estate tax assessment or real estate tax information as to any Unit.

Once a Unit is constructed the municipal tax assessor is obligated to levy a separate assessment as to that Unit. The assessment will be based upon the ratio to true value multiplied by value of the Unit and that product multiplied by the then current tax rate. The Sponsor shall be liable for any additional assessment prior to the Unit's title closing and the Purchaser for the period after it.

The real estate tax rate for 1992 is \$1.90. This is based on the ratio to true value of 97.4%. The 1990 tax rate was \$7.50 and the ratio was 23.3%. The 1991 tax rate was \$1.79 and the ratio was 97.5%.

Based upon 1992 tax information, namely a tax rate of \$1.90 and a tax ratio of 98.67%, the Sponsor estimates that the annual real estate taxes on a \$140,000 purchase price should be about \$2,660. This is only an estimate and Sponsor does not warrant or represent that the actual taxes on a Unit will be that amount. The actual taxes will depend upon the Unit's purchase price and the City's tax rate and tax ratio at the time of the title closing.

EXPENSES OF FORMING PROJECT AND SALE OF UNITS

The Sponsor will bear all costs and expenses incurred in connection with the creation of the Project and the sale of the Units including, but not limited to, selling expenses on the sale of such Units advertising, printing, architect's fees and attorney's fees (except as herein elsewhere provided), organization costs, brokerage, (only as to that broker recognized by Seller) engineering, appraisal and surveying fees and costs of the Unit, whether incurred prior or subsequent to the date hereof. On the date hereof, there were no material debts or liabilities affecting the Property and there were no liens on the Property.

GENERAL OBLIGATIONS OF UNIT OWNERS

Each owner of a Unit shall be governed by, and shall comply with the terms of the Master Deed, including without limitation, the Rules and Regulations adopted pursuant thereto, and all amendments thereto, as well as with the obligation for his percentage interest of the Common Expenses as set forth in this Offering Plan. In addition, the Unit Owners shall be required to comply with the requirements of the City of Clifton and the Association regarding the recycling of garbage. (See Exhibit 15)

Failure to comply with the foregoing shall be grounds for relief which may include, without intending to limit the same, an

action to recover sums due for damages, injunctive relief, foreclosure of any lien or any combination thereof, and which relief may be sought by the Association, or, if appropriate, by an aggrieved Unit Owner. Such relief shall not be exclusive of other remedies provided by law. In the event that the Association deems it necessary to institute court proceedings to insure compliance with the Condominium Act, the Master Deed, the Offering Plan, the Association's By-Laws or any ordinance or regulation of a governmental authority and the By-Laws, and should a court determine that the violation complained of has been committed, the Unit Owner so violating shall reimburse any Association for reasonable attorney's fees and such other costs as shall be established by the Court.

THE ASSOCIATION - THE MEWS
AT ALLWOOD ASSOCIATION, INC.

The Association will be incorporated as a not-for-profit corporation, (Exhibit 8) and under New Jersey law, the Association will have the capacity of contracting, bringing suit and being sued. Any judgment recovered against the Association may be satisfied out of the funds or other assets of the Association; it would not, in the opinion of Brach, Eichler, Rosenberg, Silver, Bernstein, Hammer & Gladstone, Esqs., New Jersey counsel to the Sponsor, furnish the basis for recovery directly against individual owners of Condominium Units. However, the Association may increase the amount of the assessment for Common Expenses due from the owners of Units for the purpose of satisfying judgments against the Association. Whether a judgment creditor could legally compel the Association to make an assessment for purposes of satisfying its judgment has not been finally determined; however, Sponsor's attorney, have advised the Sponsor that such a procedure might be available to a judgment creditor.

MANAGEMENT - OPERATION - MANAGEMENT AGREEMENT

Upon the 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 Units shall be members of the Association. The members will initially be the Sponsor, to the extent that it remains the owner of any unsold Units and all other persons having acquired Units. Membership cannot be assigned, hypothecated or transferred in any other manner except as appurtenances 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 Exhibit 2. In that regard each Unit has two votes. The Association, will be governed by Boards of Trustees of not less than three (3) person nor more than five (5) person once twenty-five (25%) of all Units have been conveyed. The Board of Trustees, subsequent to the first Board, shall be elected by the members of the association at a special meeting as set forth in the By-Laws

(Exhibit 2) and explained in the next article entitled "By-Laws-Control."

All Condominium Unit Owners shall automatically be members of the Condominium Association.

At the time of closing of title with respect to the first Unit, the Board of Trustees of the Association on behalf of the Association, will enter into a management agreement with C&R Management Company. The management agreement (Exhibit 14) is for a term of two (2) years. The agreement provides that it is cancelable by either party without cause upon sixty days notice. The agreement delegates to the manager, a number of the powers and duties of the Board of Trustees of the Association, such as the hiring of employees, repair and alteration of the Property, purchase of supplies and equipment, the collection of assessments, payments of expenses of the Association, depositing of funds received, maintenance of insurance as required by law in the plan documents, consider and tend to Unit Owner's complaints, cooperate with Association accountants with regard to the annual audit, and all other things deemed reasonable, necessary or desirable by the Board of Trustees to oversee the proper management of the Association's Property. The management fee for the first year shall be a per Unit fee of \$16.66 a month. The management fee for the second year shall be \$19.66 a month fee per Unit. The fee shall commence as of the first day of the month of the title closing to a Unit. 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 Property.

There is no identity of any principals as between the Sponsor and the management company.

BY LAWS - CONTROL

A detailed procedure for the administration and management of Allwood Mews and operation of the Association, including provisions respecting membership and voting; meeting of the membership; method of selection and removal of Trustees 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 as 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 Exhibit 2.

It is to be noted as more explicitly stated in the By-Laws (Exhibit 2) that the Association will have permanent standing committees, once fifty percent of all Units have been sold, namely

the Nomination Committee, which will be responsible for elections; the House and Grounds Committee, which will be responsible for overseeing the repairs, maintenance and services relating to the Units and the Common Elements; and the Judicial Committee, which will be responsible for insuring compliance with the terms and conditions of the Master Deed, By-Laws, and Rules and Regulations promulgated by the Association and for preparing and submitting to the Association's Board of Trustees for its ultimate adoption proposed rules and regulations relating to the Units. The association shall have the right to establish such other committees as it deems suitable.

While the Sponsor maintains a majority of representation on the Association's Board of Trustees it shall post a fidelity bond or other guarantee acceptable to the Department of Community Affairs, in an amount equal to the annual budget. For the second and succeeding years, the bond or other guarantee shall include accumulated reserves.

Additionally the By-Laws (Exhibit 2) shall contain a provision that the Board of Trustees will ultimately consist of five (5) members.

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

- (a) Within (60) days after conveyance of 25% of all the Units, not less than 25% of the members of the Boards of Trustees shall be elected by the Unit Owners, who shall constitute two members of the five member Board. The other three members shall be appointed by the Sponsor;
- (b) Within (60) days after conveyance of 50% of all the Units, not less than 40% of the members of the Boards of Trustees shall be elected by the Unit Owners, who shall constitute two members of the five member Board. The other three members shall be appointed by the Sponsor.
- (c) Within (60) days after conveyance of 75% of all the Units, the Sponsor's control of the Board of Trustees shall terminate and at such time the Unit Owners shall elect the entire membership of the Board of Trustees, except that so long as any Units remain unsold, in the regular course of business, the Sponsor may retain one member on the Board of Trustees.
- (d) The turnover of control shall be in accordance with N.J.A.C. 5:26 8.4(a).

The Sponsor may surrender control of the Boards of Trustees of the Association prior to the time as specified, provided, the Unit Owners agree by a majority vote of those eligible and present to vote, to assume control. Once controlled

by the Unit Owners, the Associations shall not take any action that would be detrimental to the Sponsor's sale of the remaining unsold Units.

The Association's By-Laws shall contain the following provisions:

- (a) Subject to the master deed and other instruments of creation, the Association may do all that it is legally entitled to do under the laws applicable to its form of organization.
- (b) The Association shall discharge its powers in a manner that protects and furthers the health, safety and general welfare of the residents of the condominium development and the adjacent Lots.
- (c) The Association shall provide a fair and efficient procedure for the resolution of disputes between individual Unit Owners and the Association, and between different Unit Owners, that shall be readily available as an alternative to litigation.

USE OF UNITS AND COMMON ELEMENTS

In order to provide for congenial occupancy of the Units and for the protection of the value of the Units, the Master Deed provides that the use of the Property shall be restricted to and be in accordance with the following provisions:

- (a) A Unit shall be used for single family residences only. However, during the construction of the development and until it has sold all of its Units in the ordinary course of business, the Sponsor may use one or more Units for sales offices, model Units and other business purposes.
- (b) The Common Elements shall be used only for the furnishing of the services and facilities for which they are appurtenant to the use and occupancy of Units.
- (c) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession or proper use of the Property by its residents. The foregoing shall not be construed to prevent the Sponsor from constructing the Condominium development and all appurtenant improvements.
- (d) No immoral, improper, offensive, or unlawful use shall be made of the Property nor any part thereof and valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof, shall be observed. Provisions of laws, orders, rules, regulations or

requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with to void violations of the same, by and at the sole expense of the respective Unit Owners or by the Association, whichever shall have the obligation to maintain or repair such portion of the Property.

- (e) Rules and regulations concerning the use of the Property may be promulgated and amended from time to time by the Board of Trustees, provided that the same do not conflict with any restrictions or limitations contained in either the Master Deed, By-Laws or the Articles of Incorporation of the Associations, which rules and regulations shall be binding upon the Unit Owners; and further provided that copies of such rules and regulations are furnished to each Unit Owner prior to the time they become effective.

EASEMENTS & RESTRICTIONS

The following easements shall run throughout the Property:

- (a) Ingress and Egress: Easements through Common Elements for ingress and egress for all persons making use of such Common Elements in accordance with the terms of the Master Deed.
- (b) Maintenance, Repair and Replacement: Easements through the Units and Common Elements for maintenance, repair and replacement of the Condominium Common Elements and Limited Common Elements. Use of these easements, however, for access to the Unit, or to any adjacent Limited Common Elements appurtenant to it, shall be limited to reasonable hours, with notice except that access may be had at any time in case of emergency.
- (c) Structural Support: Every portion of a Unit which contributes to the structural support of the Unit shall be burdened with an easement of structural support for the benefit of the improvements.
- (d) Utilities: Easements through the Units, Common Elements and Limited Common Elements, for all facilities for the furnishing of utility services within the Units, which facilities shall include, but not be limited to, conduits, ducts, plumbing and wiring; provided however, that the easements for such facilities through a Unit shall be substantially in accordance with the plans and specifications of the Units, or as the Units were first constructed.

- (e) Emergency Easements of Ingress and Egress: Easements whenever reasonably required for emergency ingress and egress. In addition, there shall exist a right of access to each Unit for the purposes of preventing damage to the Common Elements or to any Unit and any Limited Common Elements appurtenant thereto, or for the purposes of abating any violations of law, or orders, rules and regulations of the Association, or any governmental authority having jurisdiction over the Property, or for the purposes of abating any condition or nuisance affecting any other Condominium Unit Owner.
- (f) Construction Easements: Easements in, upon, through and over the Common Elements for the benefit of the Sponsor and its contractors as long as the Sponsor is in the process of constructing the development.
- (g) Title Easements: Easements for utility and roadway purposes in, upon, through and over the Common Elements and any easements as may be required by any governmental or utility entity.
- (h) Governmental Easements: Any easements required by the Federal, State, County or Municipality relative to the development of the Property.

The title insurance company will insure that the above grants, restrictions and easements will not affect the use and enjoyment of the Units and Lots and facilities.

Every Deed to a Condominium Unit shall contain a provision stating that it is subject to all easements hereinabove set forth.

COMMON EXPENSES

Budgets shall be prepared by the Association from time to time, and at least once a year. Copies of the budget shall be furnished to the Unit Owners and to their mortgagees if requested by said mortgagees. The Common Expenses payable by each Unit Owner from time to time in accordance with his obligation shall be based upon such budget. In addition to the normal operating expenses of the Project, the budgets shall in the discretion of the Association, provide for reserves, working capital and other sums required for the affairs of the Association and the operation and management of the Property. However, the provisions of the Association's By-Laws in Article IV, Section 5 do provide that the Boards of Trustees has the right to establish and maintain a Reserve Fund and in furtherance of same to levy a special assessment for the purpose of adding to the fund. Every such Unit

Owner shall be advised promptly after the adoption of each budget of the amount of Common Expenses payable by him for the period covered by the budget.

Until such time as the Association shall impose assessments for Common Expenses, the monthly assessment for each Unit Owner shall be that amount as set forth in Exhibit 3 - "Estimated Monthly Maintenance". When the Association has imposed a Common Expense assessment, the assessment shall be assessed against each Unit Owner in accordance with its stated percentage interest in the Common Expenses. (Exhibit 6)

Despite anything to the contrary stated in this entire Public Offering Statement, the Sponsor (Developer) shall not be obligated to pay the full assessments or charges as to any of its Units but shall pay a lesser amount as stated in the regulations (N.J.A.C. 5:26-8.6b) promulgated pursuant to the Planned Real Estate Development Full Disclosure Act (N.J.S.A. 45:22A-21 et seq.).

The Common Expenses do not include each Unit's costs for utility services, such as gas and electric. The cost of this is to be paid by each Unit Owner according to that Unit's individual utility consumption based on that Unit's separate meter. All such utility bills are to be rendered directly to the Unit Owner and paid directly by the Unit Owner. The carting service will be a common expense as to the Units.

LIABILITY FOR COMMON EXPENSES

The Common Expenses of the Property shall be shared by the owners of the Units as specified and set forth in Exhibit 6 attached hereto. Such ratio of sharing Common Expenses and assessments shall not change because of the purchase price of the Unit or its location. Any assessment not paid within ten days of its due date requires the payment of a late penalty charge. Assessments that are unpaid for over thirty (30) days after due date, shall incur late penalty charge. Liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit for which the assessments are made. The provisions relating to late payment charges and interest charges are set forth in Articles 18, 19 and 20 of the Master Deed (Exhibit 1).

Each owner of a Unit is personally liable for payment of his proportionate percentage interest of the Common Expenses.

The Association, acting on behalf of all the Unit Owners, shall have a lien on each Unit for which there are any unpaid assessments, together with interest thereon, against its owner. Reasonable attorneys' fees incurred by the Association incident to the collection of such assessment for the enforcement of such lien, together with all sums advanced and paid by the Associations for

taxes and payment on account of superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to preserve and protect their liens shall be payable by the Unit Owner and secured by such liens. (The liens shall also include those sums advanced on payment of a Unit Owner's obligation). Said liens shall be effective as and in the manner provided for by Section 21 of the Condominium Act of New Jersey from and after the filing of a notice thereof in the Passaic County Register's Office, and until all sums secured thereby, with interest thereon, shall have been fully paid, and shall be subordinate to liens for real estate taxes on the Unit, and the mortgages or other liens on record on such Unit recorded prior to the lien for unpaid Common Expenses. Such lien may be foreclosed by a suit brought in the name of the Association, acting on behalf of the Unit Owners in like manner as the foreclosure of a mortgage on real Property.

In case of a foreclosure, the purchaser at the foreclosure sale other than foreclosing mortgagee shall not be entitled to the enjoyment of the Common Elements until such time as all unpaid assessment due and owing by the former Unit Owner have been paid.

MECHANICS LIENS

Under the provisions of the New Jersey Condominium Act, and subsequent to recording the Master Deed, no lien of any nature may arise or be created against the Common Elements except with the unanimous consent of all the owners of the Units. Liens may arise or be created only against the several Units and their respective appurtenances, and a lien for labor performed on, or materials furnished to a Unit, may be filed against the Unit whose owner has expressly requested or consented to the same, but may not be filed against any other Unit whose owner has not expressly consented to or requested the same. However, and although labor performed on or materials furnished to the Common Elements shall not be the basis for a lien thereon, nonetheless if duly authorized by the Association, such labor or materials shall be deemed to be performed or furnished with the express consent of each Unit Owner and shall be the basis for the filing of a lien against all Units in the proportions for which the owners thereof are liable for Common Expenses. In the event that a lien against two or more Units becomes effective, each owner may relieve his Unit of a lien by payment of the proportionate amount attributable to his Unit, determined by his share.

TERMINATION OF LIABILITY FOR COMMON EXPENSES

The liability of each Unit Owner for the payment of the Common Expenses assessed against his Unit accruing after a valid permissible sale, transfer or conveyance of such Unit, made by him shall terminate upon such sale, transfer or conveyance, in accordance with the applicable provisions of the By-Laws. A

purchaser of a Unit shall be required by the Association to pay unpaid Common Expenses assessed against it prior to its acquisition by him except that a mortgagee who acquires title to the mortgaged Unit or a purchaser at a foreclosure sale shall not be liable and the Unit shall not be subject to a lien for the payment of Common Expenses assessed prior to the acquisition of title to it by such mortgagee or purchaser at a foreclosure sale. In the event of a foreclosure by the Association of a statutory lien on any Unit for unpaid Common Expenses and in the event the proceeds of the foreclosure sale shall not be sufficient for the payment of such unpaid Common Expenses, the unpaid balance shall be charged to all Unit Owners as a Common Expense.

INSURANCE

Upon the Condominium Units being constructed and simultaneously or prior to the first title closing on a Unit, the Sponsor shall obtain on behalf of the Association, the insurance coverage as required by the Association's By-Laws. The cost of one year premium for such insurance shall be paid by each Unit Owner, according to his percentage interest at time of title closing.

The provisions of the Master Deed and the Association's By-Laws provide as to insurance coverage, the following requirements:

The Board of Trustees shall be required to obtain and maintain, to the extent obtainable, the following insurance upon the Common Elements and upon 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 mortgagees as their interest 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 claim 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) Policies of Property insurance equal to the full replacement value, less foundations, to a maximum of \$12,000,000. Both policies are based upon 1992 values and adjusted every three years thereafter. 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, if any sprinkler exists, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage;

- (b) such other risks as are customarily covered in similar projects.
- (2) Comprehensive policies of public liability insurance covering all of the Common Elements 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 \$1,000,000.00 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 automobiles, liability for Property of others and, if applicable: 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 approval, if applicable.
- (3) The Association shall maintain adequate fidelity coverage against dishonest acts by their 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 Association as an obligee;
 - (b) all shall be written in an amount equal to at least twenty percent 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 canceled or substantially modified without at least 30 days prior written notice.
- (4) 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 applicable Units, or its authorized representative, including any trustee with which such Association may enter into an 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;

- (b) insurance coverage obtained and maintained may not be brought into contribution with insurance purchased by the owners of the Units or their mortgagees;
 - (c) coverage must not be prejudiced by (1) any act or neglect of the owners of the Units when such act or neglect is not within the control of the Association or (2) 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; except in cases of non payment of premiums in which event the notice shall be 10 days;
 - (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).
- (5) WORKER'S COMPENSATION: coverage to meet the requirements of law.
- (6) 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.

The cost of all of the above insurance will be part of the Common Expenses to be borne by each Unit Owner as part of their monthly charge/assessment.

It is suggested that each Unit Owner obtain insurance at his own expense, affording coverage upon his personal property and all improvements and betterments and for his personal liability 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 to the extent possible must be obtained from an insurance company from which the Association has obtained coverage against the same risk, liability, or peril, if the Association has

such coverage. However, a Unit Owner is not obliged to purchase such insurance through the broker handling the same for the Association but is responsible for any gaps in insurance coverage as between the Association's and the Unit Owners.

A purchaser is advised to ascertain from his own independent insurance agent advice as to the type and amount of insurance to be obtained by a Unit Owner for the Unit Owner's individual insurance coverage. By way of example, but not by way of limitation, such insurance would be liability coverage, property damage/destruction, rental indemnity, and workmen's compensation. Each purchaser is hereby made aware that the Association's insurance does not cover damage to any fixtures, appliances, wall and floor coverings, furniture, furnishings and improvements within a Unit. In this regard a purchaser is directed to read the insurance provisions in the Master Deed (Exhibit 1) and the By-Laws (Exhibit 2).

A prospective purchaser is notified that no part of the property is located in a flood hazard zone.

USE OF INSURANCE PROCEEDS

All insurance policies purchased by the Association shall be for the benefit of the Association and the owners of the Units, their mortgagees, as their respective interests may appear, and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Association. The Association shall hold such proceeds for the Association, the owners of the Units, and their respective mortgagees, in accordance with the provisions of the Master Deed and By-Laws. (See also section entitled: Damage by Fire or other Casualty Reconstruction at p. 39 stated hereinafter.)

In the event a mortgagee endorsement has been issued as to a Condominium Unit, the interest of the Unit Owner shall be held for the mortgagee and the Unit Owner, as their interests may appear.

Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Unit Owners having an interest therein, after paying or making provision for payment of the expenses of the Association in obtaining the proceeds, in the following manner:

(1) Reconstruction or Repair

If the damaged Property for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as provided by the Master Deed, the proceeds to be applied first to the costs of repairing the Common Elements and the balance to the Unit(s) sustaining damage, in the relative proportions;

to apply in the event of partial or total destruction of the Units as the case may be. Any proceeds remaining after defraying such costs shall be distributed by the Association to the particular Unit Owners for whose benefit the proceeds were theretofore applied, all remittances to such Unit Owners and their mortgagees being payable jointly to them.

(2) Failure to Reconstruct or Repair

If it is determined that the damage for which the proceeds are paid shall not be reconstructed or repaired, then the Master Deed, shall be terminated and the proceeds shall be distributed to all of the owners of Units according to their interests, remittances to the owners and their mortgagees being payable by the Association jointly to them, all pursuant to the provisions of the Master Deed.

DAMAGE BY FIRE OR OTHER CASUALTY - RECONSTRUCTION

In the event of damage or destruction to the 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 or any or all of the Units are damaged to the extent of three-fourths of all the Units then replacement cost, which shall be deemed to constitute substantially total destruction of the Property and if sixty-seven (67%) percent of both (1) all the Unit Owners and (2) the holders of institutional first mortgage liens vote not to proceed with repair or restoration, the Association shall proceed to realize upon the salvage value of the 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 Property, including any damage to the Units (excluding the bathroom and kitchen fixtures and appliances supplied or installed by the Grantor and excluding 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 voted 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 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.

Despite destruction of a Unit and the resulting inability to occupy same, the owner of that 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 Unit liability for assessments will, of course, continue. Liability for real estate taxes will continue after termination of the Master Deed, the former Unit Owner thence forward being responsible for his pro rata share of the taxes assessed against the entire Property, as an owner, by tenancy in common with all other former Condominium Unit Owners thereof.

Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Unit Owner upon whose Property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the Unit(s) was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Unit stands.

If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association, which shall obtain estimates of the costs of repairs, and shall, to the extent that the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, assess all the owners of the Unit, in accordance with their interests, for such additional funds as may be required to complete the reconstruction and repair.

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 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 Trustees and if the cost of such work exceeds Ten Thousand Dollars (\$10,000.000) per expenditure or Twenty Thousand Dollars (\$20,000.00), in the aggregate on an annual basis, and said work is approved by not less than a majority of the Unit Owners voting at a meeting. Such authorizations shall be governed by the provisions set forth in the Association By-Laws (Exhibit 2). 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 Trustees, the same are exclusively or substantially exclusively for the benefit of the Condominium 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 Trustees of the Association.

ADDITIONS; ALTERATIONS OR IMPROVEMENTS
BY UNIT OWNERS

No owner of a Unit (other than the Sponsor) may make any alterations or decorations in or to any portions of the exterior of the Units (including the Limited Common Elements) or the Buildings which are to be maintained by the Association (or with respect to the Limited Common Elements which are to be maintained by the Unit

Owners) or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety, soundness or architectural harmony and character of the Units and Buildings without first obtaining written consent of the Board of Trustees of the Association, nor shall any owner impair any easement without first obtaining the written consent of the Association and of the unit owner or owners or others for whose benefits such easements exist.

The Sponsor will not do anything or cast any votes so as to change the use of a Unit or cause an encroachment upon the Common Elements.

REPAIR - ASSOCIATION

The Association shall only be responsible for the maintenance, repair and replacement of the outside walls, decks and roofs of the Condominium Units. The Association as to all the Units shall not be responsible for the maintenance, repair and replacement of any doors, windows, conduits, ducts, plumbing, wiring and other facilities or for the furnishing of utility services which may be contained in the Units and Limited Common Elements, including no duty to repair any appliances, plumbing fixtures, interior walls, ceilings and floor surfaces. Each Unit Owner is responsible for the maintenance, repair and replacement of all portions of the interior of the Units including, but not limited to, all windows, doors, conduits, ducts, plumbing, piping, wiring and other facilities for the furnishing of utility services and all building systems including HVAC equipment that services only that Unit Owner's particular Unit. The Association shall be responsible for the repair, maintenance and replacement of any utility lines and pipes that are located within a Unit but do not service that Unit.

The Association may, however, delegate to persons, firms or corporations of their choice, such duties as may be imposed upon the Association by the Master Deed, provided that any such delegation is approved by the Boards of Trustees of the Association. Both the Association and whomever they select to assume their duties shall have the right of access to any Unit at a reasonable time and upon reasonable notice except for any emergency, for the purposes of making repairs or replacement to the Common Elements contained therein or anywhere else in that Unit, or to prevent any damage that might result to any Unit or to any of the Common Elements appurtenant thereto, or to abate any nuisance maintained by a Unit Owner, or to prevent any waste committed by any Unit Owner which violates provisions of any mortgage covering said Unit.

Expenses incurred or to be incurred for the maintenance, repair and replacement of the Common Elements, common utility lines and pipes inside or outside of a Unit, shall be deemed a Common Expense and assessed against the owners of the Units according to

their percentages of interest. However, the owner of a Unit shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his neglect or careless act or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of a Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

As hereinabove stated, a Unit Owner shall be responsible for the maintenance, repair and replacement, at his expense, of all portions of the Unit. Such responsibilities shall be performed by him in such manner as not to unreasonably disturb other persons residing within the development. He may not paint otherwise decorate or change the appearance of any portion of the Unit not within the walls of the Unit, unless the written consent of the Association is obtained; and he shall promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association.

RECORDS AND REPORTS TO UNIT OWNERS

The Association will maintain at its offices accounting records according to good accounting practices, and such records shall be open for inspection by owners of Units or their duly authorized representatives, at all reasonable times. Such records shall include:

- (a) A record of all receipts and expenditures; and
- (b) An account for each Unit which shall designate the name and address of the Unit Owner, the amount of each assessment, the date and amounts in which the assessments come due, the amounts paid upon the account and the balance due.

An audit of the accounts of the Association shall be made annually by an independent certified public accountant selected by the Boards of Trustees. A certification from the Association as to the status of a Unit Owner's assessment account shall limit the liability of the person who requested the certification as to amounts stated on the certificate. The selling Unit Owner shall not be entitled to rely on the certification. The Association shall issue such certifications to such persons as a Unit Owner may request in writing.

Each Unit Owner will receive within ninety days after the end of the Association's fiscal year, copies of the following:

- (a) the proposed annual budgets and the proposed assessments against such Unit Owner (and any supplements or amendments thereto)
- (b) copies of the annual audit of the accounts of the Association prepared by an independent certified public accountant; and
- (c) a notice of the holding of annual members' meeting for the purpose of election of a Boards of Trustees.

CONVEYANCE OF UNITS

Fee title to each Unit will be conveyed by the Sponsor by Bargain and Sale Deed with Covenants against Grantor, the form of which is annexed hereto as Exhibit 4 as to a Unit conveyance. Such conveyance will carry with it the undivided interest in the Common Elements of The Mews at Allwood, a Condominium, appurtenant to such Unit.

The premises are to be conveyed free and clear of all liens and encumbrances but subject to:

- (a) the terms, conditions, covenants and provisions set forth in Master Deed and By-Laws;
- (b) zoning regulations and ordinances of City of Clifton in which the premises lie and amendments and additions thereto, in effect at the date of the delivery of the Deed, which Sponsor states are not violated by existing structures on the Property;
- (c) facts shown on the Survey and Plans attached to the Master Deed of a Condominium Unit and such further facts as may be shown by an accurate survey of drives, roadways, parking areas, walls, curbs and similar items on or below grade which were not completed at such date;
- (d) sewer, water, electric, gas, telephone and other utility easements and consents, if any, now or hereafter recorded, including the right to maintain and operate lines, wires, cables, poles, and distribution boxes in, over, through and upon the Property;
- (e) covenants, restrictions, easements and consents of record, now or hereafter recorded, provided they do not prohibit the erection, use or maintenance of the structure on the Property;
- (f) all service contracts affecting the Property, Buildings and premises entered into by Sponsor or the Association (as referred to in the Master Deed and which exist at the

time of the delivery of the Deed, including but not limited to, a management agreement (Exhibit 14).

- (g) All Easements contained on pages 31 and 32 of this offering statement.

Any or all of the foregoing subject provisions may be omitted from the Deed to be delivered hereunder, but all such provisions so omitted shall nevertheless survive delivery of Deed.

The Sponsor has been advised by Sponsor's attorney, who have served as counsel to Sponsor in connection with the Offering Plan, that, in counsels' opinion, none of the exceptions to title hereinabove set forth are of such a nature as to materially adversely affect the use and enjoyment of the Units as residential dwellings, and should not discourage a reasonable and willing purchaser from purchasing any Unit.

Purchaser has the right to select a title insurance company of its choice, subject to any requirements imposed by Purchaser's lending institution (the mortgagee). Purchaser is under no obligation to use Riverside Title Agency, Inc., Florham Park, New Jersey, agent for Security Title and Guaranty Company, this company being the title company selected by Sponsor for its title purposes.

If the Purchaser shall have obtained a first mortgage, the amount of any closing costs and attorneys' fees shall be as determined between mortgagee and Purchaser. In addition, he shall be responsible for any commissions due any real estate broker, other than broker retained by Seller, if any.

All meters will be read not more than five (5) days prior to the date of closing and all charges will be adjusted in accordance with such meter readings.

As to any Units, owned by the Sponsor, which Units are under development or title has not been conveyed to a Purchaser, the Sponsor shall not be obligated to pay the full monthly assessment or charges applicable to any Unit but shall only pay a lesser amount in accordance with the regulations (N.J.A.C. 5:26-8.6b) promulgated pursuant to the Planned Real Estate Development Full Disclosure Act (N.J.S.A. 45:22A-21 et seq.).

As set forth above, each Purchaser of a Unit will be responsible for the fees of his own attorney.

On the closing of title to each Condominium Unit the Purchaser will become obligated for payment of the Common Expenses assessed against his Unit by the Association, prorated to the date of closing. In addition, a Purchaser will, at the time of closing, be obliged to pay the Association a one-time, non-refundable, non-transferable membership fee in an amount equal to the then current

The taxes and special assessments levied against each Unit shall constitute a lien only upon the Unit so assessed (including the appurtenant interest in the Common Elements) and upon no other portion of the Property.

Any municipal taxes or assessments outstanding at the time of closing of title to an individual Unit will be adjusted and apportioned as of the date of closing. Seller shall be responsible for any assessments levied against the Unit when such assessment is for a period prior to title closing. Real estate taxes will be the obligation of each Unit Owner and will be payable directly to the City of Clifton (or to the individual Unit Owner's mortgagee) in addition to and aside from the monthly assessments required to be paid to the Association.

The Sponsor has no knowledge of any existing or proposed special taxes or municipal assessments with respect to the Property.

Until that time at which the municipal authorities actually assess each Unit individually, the Association as provided in the By-Laws shall pay the real estate taxes by way of a special assessment against each Unit Owner.

TERMINATION OF CONDOMINIUM

Condominium ownership shall continue (unless terminated by casualty loss as described hereinafter) until such time as the Property is withdrawn from the provisions of the New Jersey Condominium Act as a result of the affirmative vote of eighty (80%) percent of the owners of Condominium Units provided that their respective mortgagees shall consent thereto, at which time the entirety of the Property will be owned by all of the owners of the Condominium Units as tenants in common, each having a percentage undivided interest therein equal to his interest (as prior to termination). The Condominium Property will at such time be subject to an action for partition by any owner of a Condominium Unit or any lienor. In such event, the net proceeds of any sale of the Condominium Property, together with any funds or insurance proceeds held by the Condominium Association, shall be divided among all owners of Condominium Units in proportion to their respective interests in the Common Elements (subject to the rights of any mortgagee or lienor). (In the event of an affirmative vote in favor of termination of the Condominium, all the rights, powers, duties and obligations of the Condominium Association shall automatically pass to and inure to the benefit of any successor Association, if one is created for the purposes of operating and managing the Property. If no successor Association is created to carry out such purposes, all rights, powers, duties and obligations vested in the former Condominium Association shall automatically pass to the Condominium Unit Owners collectively, to be exercised by them as tenants in common of the Condominium Property).

If the Board of Trustees, following a termination, decide by not less than an eighty (80%) percent vote, to accept an offer for the sale of the Condominium Property, each owner of a Condominium Unit shall be bound to execute such deeds and other documents reasonably required to affect such sale in which event, any action for partition or other division of the Property shall be stayed.

ESCROW AND USE OF DEPOSITS

The Sponsor will hold all monies received by it from Purchasers, directly and through its agents or employees, in trust, in a special account entitled "Allwood Escrow Account" maintained by the law firm of Brach, Eichler, Rosenberg, Silver, Bernstein, Hammer & Gladstone, 101 Eisenhower Parkway, Roseland, New Jersey, at the United Jersey Bank, South Livingston Avenue, Roseland, New Jersey and such money shall remain in the trust account established by Sponsor until title closing. In no event shall any funds be released from the escrow account before the expiration of the seven (7) day rescission period hereinabove granted to each Purchaser. The monies held by Sponsor in trust (other than bank interest actually earned) will be paid on account of the purchase price of the Condominium Unit and at closing, the balance of monies then held by the Sponsor's attorneys, will be paid to, or pursuant to the written direction of the Sponsor.

In the event the Sponsor is required to return money to Purchasers under the provisions of this Plan, the Sponsor shall only be required to remit to any Purchaser the actual deposit monies paid by the Purchaser. If the Offering is not complete for any other reason, Purchasers with money on deposit shall receive the return of their investment, plus costs of searches and surveys.

RECORDATION AND INSPECTION OF DOCUMENTS

The Master Deed and By-Laws together with all Exhibits thereto (including the site plans and the architectural drawings) are to be recorded in the office of the Register of the County of Passaic and the Sponsor will cause them to be so recorded at such time as the Plan becomes effective, which shall be at or prior to the transfer of title to the first Unit as hereinafter set forth.

All Deeds initially conveying Units from the Sponsor and all mortgages covering Units from the Sponsor and all mortgages covering Units will be recorded in the office of the Register of the County of Passaic, in Passaic, New Jersey.

Copies of the architectural plans are on file in the office of the Sponsor and at its sales office and are available for examination by the prospective purchaser at convenient hours on weekdays.

Copies of the Master Deed, the Articles of Incorporation, the By-Laws and financial statement of the Sponsor are also on file in the office of the Sponsor and its sales office and are available for inspection.

THE SPONSOR

The Sponsor is a Delaware corporation, authorized to do business in the State of New Jersey in October 1992.

The Sponsor has retained the law firm of Brach, Eichler, Rosenberg, Silver, Bernstein, Hammer & Gladstone, P.A., 101 Eisenhower Parkway, Roseland, New Jersey to draft this Public Offering Statement.

CONDOMINIUM PROPERTY - COMMON ELEMENTS

The legal description of the Property is described in Exhibit 7, together with all improvements thereon and all easements and rights included therein intended for use in connection with the Units.

The Sponsor reserves the right to change the interior and exterior design and arrangements of all Units owned by it, provided such change shall be contained in an amendment to the Master Deed, and executed and acknowledged only by the Sponsor and need not be approved by the Association, its officers, directors and members, or other Unit Owners, whether or not elsewhere required for an amendment of the Master Deed.

The percentage interest in the Common Elements appurtenant to the Units shall remain undivided, and no action for partition of the Common Elements shall be available.

The Common Elements may be used in accordance with such Rules and Regulations as are from time to time promulgated by the Association. Such use may be conditioned upon, among other things, the payment by the Owner of a Unit of such assessments as may be established by the Association for the purpose of defraying costs thereof. See "Liability for Common Expenses," at Page 33 for effect of nonpayment of assessments.

Maintenance, repair, replacement, painting and decoration, and management and operation of the Common Elements shall be the responsibility of the Association, but nothing herein contained however, shall be construed so as to preclude the Association from delegating to persons, firms or corporations of their choice, such duties. Expenses incurred or to be incurred for the maintenance, repair, management and operation of the Common Elements shall be collected from owners of Units, as assessed pursuant to the Master Deed and By-Laws as hereinafter described.

Each Unit will include an undivided interest in the Common Elements. The interest of each Unit will be as set forth on Exhibit 6, annexed hereto. Except for those interests in the Common Elements appurtenant to the Units owned by the Sponsor, the interest may only be altered with the consent of all the Unit Owners, and no such alteration shall effect the lien of prior recorded mortgages unless the mortgagee assents.

ORGANIZATIONAL - SALE EXPENSES - LIABILITIES

As previously stated, the Sponsor will bear all costs and expenses incurred in connection with the creation of the Plan and the sale of the Units, including, but not limited to, selling expenses upon the sale of Units, advertising, printing, Architect's fees, organization costs, broker's fees in those transactions where the broker has been recognized by the Seller, engineering, appraisal fees and costs, whether incurred prior or subsequent to the effective date of the Plan. On the date hereof, there are no material debts or liabilities affecting the Property and there are no liens on the Property.

In the event that Sponsor executes construction mortgage(s) covering the Property during the construction of the Project, the Agreement of Sale will be subordinate to such mortgages.

At the time of closing of title to the individual Units the lien of each mortgage shall be released as to that Unit out of the cash payments received from the closing proceeds, and the title insurance policy received by each Purchaser of a Unit shall reflect that the aforementioned mortgages have been released of record and do not effect the individual Unit. The actual mortgage release will be executed by the lending institution when it receives the required release payment and the release will then be forwarded to the Purchaser's attorney.

SELLING AGENT

At the present time, Sponsor intends to have Coldwell Banker Schlott Realtors market the Units and the broker shall be the Sponsor's exclusive selling agent. The Selling Agent is not affiliated with the Sponsor.

UNSOLD UNITS/LOTS

Title to all unsold Units shall remain in the Sponsor until such Units shall thereafter be sold by the Sponsor. The Sponsor shall not be obligated to pay the full monthly assessment or charges applicable to any Unit but shall only pay an assessment that is in proportion to the benefit derived by the unsold Unit from the items in the budget in accordance with the regulations (N.J.A.C. 5:26-8.6) promulgated pursuant to the Planned Real Estate Development Full Disclosure Act (N.J.S.A. 45:22A-1 et seq.). No

bond or other security shall be posted by the Sponsor to insure the payment of such Common Expense.

DOCUMENTS ON FILE WITH THE SPONSOR

Copies of the following documents are on file at the offices of the Sponsor and the sales office for examination by prospective purchasers.

- (a) The Architect's plans.
- (b) The Master Deed.
- (c) The Articles of Incorporation of the Condominium Association.
- (d) The By-Laws of the Condominium Association.
- (e) The Plans of the Property.
- (f) The form of Deed for Condominium Units.
- (g) The Form of Agreement of Sale.
- (h) The Form of Title Policy for Condominium Units.

GENERAL

- (a) There are no lawsuits or other legal proceedings pending which would materially affect this Offering, the purchasers of Units, the Property or the operation of The Mews at Allwood, a Condominium.
- (b) There are no contractual undertakings or obligations of the Sponsor or other persons or bonds or other securities posted to insure payment of any obligations or undertakings which would affect the Property.
- (c) All monies paid by Purchasers on account of the purchase price of the Units will be held in trust in an account entitled "Allwood Deposit Escrow Account" by Brach, Eichler, Rosenberg, Silver, Bernstein, Hammer & Gladstone, Roseland, New Jersey, at the United Jersey Bank, South Livingston Avenue, Roseland, New Jersey in the manner hereinabove set forth and under no circumstances shall any deposit monies be released until the seven day right of rescission shall have elapsed. The Agent shall hold said monies in the aforesaid trust account until title closing or the Purchase Agreement is terminated.
- (d) The Master Deed, By-Laws and Exhibits thereto are made a part of the Offering Plan.

- (e) All agreements and contracts relative to the proposed development, or the acquisition of any Unit therein, will be deemed to be contracts governed by the laws of the State of New Jersey.
- (f) This Offering Plan contains an accurate summary of the pertinent provisions of the various documents referred to herein, and copies thereof are on file with the Sponsor for inspection purposes. Any information, data or representation not referred to in the Application for Registration and not contained in the various documents mentioned herein, must not be relied upon.
- (g) This Offering Plan does not intentionally omit any material fact or contain any untrue statement of a material fact.
- (h) No person has been authorized by the Sponsor to make any representation which is not expressly contained herein. This Plan shall not be changed or modified orally.
- (i) The Sponsor does not intend by this Plan to engage in Interstate Commerce, to transact any business in any State other than the State of New Jersey, or to offer to sell any Units to any person not a resident of the State of New Jersey. This Plan shall be subject to and governed by the Laws of the State of New Jersey, and Sponsor shall at all times comply with the applicable Laws of the State of New Jersey regulating the sale of the Units offered under this Plan. The Sponsor does not intend at this time to comply with the laws of any other State, including the State of New York or State of Pennsylvania, and accordingly, the Sponsor will not knowingly sell any Unit to a resident of the State of New York, or advertise in the State of New York or State of Pennsylvania for sale of any Units offered hereunder.
- (j) The Sponsor and selling agent, if any, will not discriminate in the sale of Units because of race, creed, sex, color, marital status or national origin.
- (k) All multiple dwellings, even if they are under a Condominium form of ownership, are subject to the Hotel and Multiple Dwelling Law (N.J.S.A. 55:13A-1 et seq.). The Condominium Association 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.

THE SPONSOR MAKES NO REPRESENTATIONS; WARRANTIES; COVENANTS OR AGREEMENTS EXCEPT AS EXPRESSLY SET FORTH IN THIS PUBLIC OFFERING STATEMENT; THE APPLICATION FOR REGISTRATION AND THE

EXHIBITS ANNEXED HERETO OR REFERRED TO HEREIN; AND THE PLAN MAY NOT BE CHANGED OR MODIFIED ORALLY.

RIGHTS OF CANCELLATION

NOTICE TO THE PURCHASER: YOU HAVE THE RIGHT TO CANCEL ANY CONTRACT OR AGREEMENT FOR THE PURCHASE OF ANY UNIT IN THE DEVELOPMENT, WITHOUT CAUSE, BY SENDING OR DELIVERING WRITTEN NOTICE OF CANCELLATION TO THE DEVELOPER OR HIS AGENT BY MIDNIGHT OF THE SEVENTH CALENDAR DAY FOLLOWING THE DAY ON WHICH ANY SUCH CONTRACT OR AGREEMENT WAS EXECUTED. SUCH CANCELLATION IS WITHOUT PENALTY; AND ALL MONIES PAID BY YOU SHALL BE PROMPTLY REFUNDED.

Dated:

ATTEST:

BY: BEAZER HOMES, INC.

_____/s/
JENNIFER P. JONES,
Assistant Secretary

By: _____/s/
JOHN SKELTON,
Vice-President

DATA\TEMP\GYS\25063

MASTER DEED

of

THE MEWS AT ALLWOOD, A CONDOMINIUM

Dated:

BRACH, EICHLER, ROSENBERG, SILVER,
BERNSTEIN, HAMMER & GLADSTONE
101 Eisenhower Parkway
Roseland, New Jersey 07068
(201) 228-5700

MASTER DEED

THIS MASTER DEED, made this day of , 1993, by **BEAZER HOMES, INC.**, a Delaware corporation authorized to do business in the State of New Jersey, having an office at 6 Brighton Road, Clifton, New Jersey, (hereinafter referred to as "Grantor").

WHEREAS, Grantor is the owner of the fee title to those lands and premises described in Exhibit "A" attached hereto and made a part hereof, which lands and premises are hereinafter referred to as the "Entire Tract"; and

WHEREAS, Grantor intends to develop these lands, which are located in the City of Clifton as a Condominium development consisting of one hundred twenty-eight (128) Condominium Units. Grantor, by this Master Deed, proposes to develop the aforesaid lands with all the improvements to be constructed thereon into a Condominium and to offer the Units for sale, subject to the terms, limitations and provisions stated in this Master Deed and the attached By-Laws; and

WHEREAS, Grantor has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an entity, to which should be delegated and assigned the powers of maintaining and administering the Common Elements 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 not-for-profit corporation, "The Mews At Allwood Association, Inc.", for the purpose of exercising the functions of the aforesaid.

WHEREFORE WITNESSETH:

1. Purpose:

Grantor does hereby submit, declare and establish "The Mews At Allwood, A Condominium", in accordance with N.J.S.A. 46:8B-1 et seq; or that parcel of land and premises described in Exhibit "A" aforesaid, all as shown on certain site plans entitled "Site Layout Plan, City of Clifton, Passaic County, New Jersey" prepared by Theodore D. Cassera, N.J.P.E. dated June 24, 1988 and revised through November 22, 1988.

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 who rights of a Unit Owner have been validly transferred by lease, mortgage or other wise.

(b) "Association" means the entity responsible for the administration of The Mews At Allwood, a Condominium, which entity shall be incorporated.

(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 and Limited 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) expenses declared common by provisions of state statutes or this Master Deed or By-Laws; and

(iii) expenses agreed upon as common by the Unit Owners.

(f) "Common Facilities" means those Common Element improvements and facilities, such as but not limited to the roadways, parking area, storm water facilities, sanitary sewerage facilities which are existing or hereafter constructed which are used by the Unit Owners.

(g) "Common Surplus" means the excess of all common receipts over all Common Expenses.

(h) "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.

(i) "Condominium Property" or "Property" means the land covered by the Master Deed, and all improvements thereon, including the proposed Buildings to contain a total of one hundred twenty-eight (128) Units and the roads, parking area, sanitary sewerage facilities, storm water facilities, and all easements, rights and appurtenances belonging thereto or intended for the benefit thereof.

(j) "Grantor" means Beazer Homes, Inc., its successors and assigns.

- (k) "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 nor are Limited Common Elements.
- (l) "Institutional holders of a first mortgage" means a savings and loan association, a commercial bank, a savings bank, an insurance company or any entity that is approved to handle governmental related or insured mortgage loans or a mortgage given by the Grantor.
- (m) "Limited Common Elements" means those Common Elements which are for the use of one or more specified Units to exclusion of other Units.
- (n) "Majority" or "majority of the Unit Owners" means the holders of fifty-one (51%) percent of the aggregate number of votes of the Association.
- (o) "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.
- (p) "Member" means the owner or co-owner of a Unit.
- (q) "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.
- (r) "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

and in any limited 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.

(s) "Unit Deed" means a deed of conveyance of a Unit in recordable form.

(t) "Unit Owner" means the person or persons owning a Unit or Lot in fee simple.

(u) "Utility services" includes but is not limited to electric power, gas, water, garbage and sewage disposal.

3. Description of Project:

The entire tract is intended to consist of one hundred twenty-eight (128) Condominium Units and sanitary sewerage facilities, storm water facilities, as well as any other structures thereon, and all rights, roads, waters, privileges and appurtenances thereto belonging or appertaining. The Units are to be located as more specifically shown on Exhibit B attached hereto. Each Unit has a numerical designation to identify its location. Said designations being more particularly set forth in Exhibit B, attached hereto.

4. Description of Units:

(A) Each of the following Bldg. 1, Units 3, 4, 5, 6, 7, and 8; Bldg. 2, Units 11, 12, 13, 14, 15 and 16; Bldg. 3, Units 19, 20, 21, 22, 23 and 24; Bldg. 4, Units 27, 28, 29, 30, 31 and 32; Bldg. 5, Units 35, 36, 37, 38, 39 and 40; Bldg. 6, Units 43, 44, 45, 46, 47 and 48; Bldg. 7, Units, 51, 52, 53, 54, 55 and 56; Bldg. 8, Units 59, 60, 61, 62, 63 and 64; Bldg. 9, Units 67, 68, 69, 70, 71 and 72; Bldg. 10, Units 75, 76, 77, 78, 79 and 80; Bldg. 11, Units 83, 84, 85, 86, 87 and 88; Bldg. 12, Units 91, 92, 93, 94, 95 and 96; Bldg. 13, Units 99, 100, 101, 102, 103 and 104; Bldg. 14, Units 107, 108, 109, 110, 111 and 112; Bldg. 15, Units 115, 116, 117, 118, 119 and 120; Bldg. 16, Units 123, 124, 125, 126, 127 and 128 Condominium Units (namely Units) shall consist of and is defined to include the following:

(1) as to the loft level, the volumes or cubicles of space enclosed by the unfinished inner surfaces of perimeter walls, the underside of the ceiling, and the unfinished inner surface of the plywood subfloor; as to the second level, the volumes or cubicles of space enclosed by the unfinished inner surfaces of perimeter walls, ceiling and floors; as to the first level, the volumes or cubicles of space enclosed by the perimeter unfinished inner surfaces of the walls, ceiling and concrete floor; as to all stairwells and foyer areas, as applicable, the volumes or cubicles of space enclosed by the unfinished inner surfaces of perimeter walls, floors, ceiling and steps; all the foregoing including vents,

doors, windows, and such other structural elements that ordinarily are regarded as enclosures of space;

(2) all interior dividing walls, floors, and partitions (including the space occupied by such walls, floors or partitions and any load bearing interior walls, floors and partitions);

(3) the decorated inner surfaces of said perimeter walls (including decorated inner surfaces of all interior load bearing floors and walls), floors and ceilings consisting of wall paper, paint, plaster, carpeting, tiles and all other finishing materials affixed or installed as a part of the physical structure of the Unit and all immediately visible fixtures, mechanical systems and equipment installed and for the sole and exclusive use of the Unit, including, but not limited to, the air conditioning and heating systems, plumbing system and electrical system commencing at the point of disconnection from the development's main systems and the utility lines, pipes or systems serving the Unit; and

(4) Each Condominium Unit shall be deemed to include the mechanical equipment, HVAC equipment, fixtures, appliances and hot water heater that service that particular Unit.

(B) Each of the following Bldg. 1, Units 1 and 2; Bldg. 2, Units 9 and 10; Bldg. 3, Units 17 and 18; Bldg. 4, Units 25 and 26; Bldg. 5, Units 33 and 34; Bldg. 6, Units 41 and 42; Bldg. 7, Units 49 and 50; Bldg. 8, 57 and 58; Bldg. 9, Units 65 and 66; Bldg. 10, Units 73 and 74; Bldg. 12, Units 89 and 90; Bldg. 13, Units 97 and

98; Bldg. 14, Units 105 and 106; Bldg. 15, Units 113 and 114; Bldg. 16, Units 121 and 122 Condominium Units (namely Units) shall consist of and is defined to include the following:

(1) the volumes or cubicles of space enclosed by the unfinished inner surfaces of the perimeter walls, floors and ceilings; all the foregoing including vents, doors, windows and such other structural elements that ordinarily are regarded as enclosures of space;

(2) all interior dividing walls, floors, and partitions (including the space occupied by such walls, floors or partitions and any load bearing interior walls, floors and partitions);

(3) the decorated inner surfaces of said perimeter walls (including decorated inner surfaces of all interior load bearing floors and walls), floors and ceilings consisting of wall paper, paint, plaster, carpeting, tiles and all other finishing materials affixed or installed as a part of the physical structure of the Unit and all immediately visible fixtures, mechanical systems and equipment installed and for the sole and exclusive use of the Unit, including, but not limited to, the air conditioning and heating systems, plumbing system and electrical system commencing at the point of disconnection from the development's main systems and the utility lines, pipes or systems serving the Unit; and

(4) Each Condominium Unit shall be deemed to include the mechanical equipment, HVAC equipment,

fixtures, appliances and hot water heater that service that particular Unit.

(C) The dimensions, areas, and locations of each type of Condominium Unit are as shown graphically on the plans attached hereto and made a part hereof as Exhibit "B" and Exhibit "C", as same may be amended from time to time, as herein provided and specifically include garage area appurtenant to each Unit and storage area, where applicable.

The respective Units shall not be deemed to include any pipes, wires, conduits or other utility lines running through such Unit which are utilized for or serve more than one Unit, the same being deemed Common Elements as hereinafter provided.

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 the 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 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 "B" 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 Unit or other structure.

(2) All streets, curbs, sidewalks (excluding front walkways), driveway areas [excluding Unit driveways], yards, walkways, parking area, roadways, subject to the right of the Association to adopt rules and regulations governing the use of the parking areas and roadway areas.

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

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

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

(6) As to the Condominium Units, their respective exterior walls and roofs.

(7) Exterior lighting and other facilities necessary to the upkeep and safety of the Units, Common Area facilities and grounds.

(8) The Master T.V. antenna, if any, and cable TV wiring network.

(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. The Association shall have the right, by proper Board of Trustees' actions, to adopt regulations governing the use of the parking areas, roadways and all Common Facilities.

(B) Limited Common Elements:

The porches, stoops, stairs, lighting fixtures and railings appurtenant to a Unit, but not all Units, as well as the driveway, appurtenant to a Unit as designated on Exhibits "B" and "C" are Limited Common Elements and are reserved for the exclusive use of such Units, except in times of emergency, but the Limited Common Elements may not be added to, modified or altered without the written consent of the Association. Any such stoop, exterior stairs, porch and driveway shall be kept free and clean of debris, dirt, snow and other accumulations, as applicable, by the Unit Owner. However, the Association shall be responsible for snow plowing of driveways when the depth of snow exceeds two inches. Any expenses of repair or replacement relating to such Limited Common Elements, or involving structural maintenance, repair or replacement, shall be the obligation of the Association subject to the provisions of Article 23 of this Master Deed, except as to replacement of bulbs in the Unit's exterior light fixtures, which replacement shall be the obligation of the Unit Owner.

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 percentage interest in the Common Elements of the Condominium as set forth in Exhibit "D" attached hereto and made a part hereof, subject to any amendments as herein provided. The said appurtenant undivided percentage interest in the Common Elements shall not be divisible from the Unit from which it appertains.

The foregoing undivided percentage interest as designated in Exhibit "D" shall be used to allocate the division of proceeds, if any, resulting from casualty loss and eminent domain proceeding or any sale and the division of common surplus, if any, of the Condominium Unit(s) having common ownership of the Common Elements. Such interest shall not be changed except as stated in the next two paragraphs and Article 14, 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 Passaic County Register's Office.

The proportionate liability of each Unit Owner for Common Expense assessments and charges shall be apportioned in accordance with the percentage interest as set forth in Exhibit D.

Said percentage interest is expressed as a finite number to avoid an interminable series of digits. The last digit has been adjusted to that value which is most nearly correct.

The foregoing percentage interest shall have no relation to the number of votes allocated to each Unit Owner as a member of

Allwood Mews Condominium Association, Inc. Each Unit except any owned by the Association, shall be entitled to two (2) votes, 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, design, exterior finish and layout (interior and exterior) of such Units. However, none of the aforesaid changes shall change or otherwise affect the undivided interest of any of the sold Units in the General and Limited Common Elements.

7. Easements:

(A) Every Unit Owner, including Grantor, their respective heirs, successors and assigns are granted the following perpetual easements in, upon, through, over, under and across the Condominium Property:

(1) To keep, maintain, use, operate, repair and replace the Owner's 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;

(2) To continue and maintain thereof, any encroachment by the Owner's Unit on any surrounding Unit or any Common Element, or any encroachment by a Common Element on a Unit or Units, now existing as a result of the renovation, maintenance, repair, settlement, construction, reconstruction, shifting or movement of any portion of a Unit, or which may come into existence hereafter as a result of the construction of a Unit after damage by fire or other casualty, or as a result of a condemnation or eminent domain proceedings, so that any

such encroachment may remain undisturbed so long as the Unit stands;

(3) To have ingress and egress, in common with others, to the Owner's Unit, in, through, upon, over and across the General Common Elements, as well as the use and enjoyment of the General Common Elements, subject to the Association's right to adopt rules and regulations, as to the use and enjoyment of the General Common Elements.

(4) To use in common with all other Unit Owners or separately, as applicable, the pipes, wires, utility lines, conduits, television cable or any other General Common Elements located within any of the other Units or Common Elements and serving that Owner's Unit;

(5) To use and enjoy the surfaces of the walls of the Owner's Unit (including windows and doors) ceiling and floors contained within the Unit, together with an easement for the maintenance, use, operation, repair and replacement or any portion of any plumbing, utility or other mechanical system and facilities not located within the Unit, when such system and facility does not serve the entire Condominium Property; and

(6) To use, enjoy and possess the Limited Common Element which may be appurtenance to a Unit.

(7) To have, as to the Condominium Units, free unobstructed ingress and egress over the driveway that services that Unit's garage together with the exclusive use of that driveway area appurtenant to the Unit.

(B) The Grantor and any Designated Transferee shall have the following easements with respect to the Condominium Property:

(1) A blanket and non-exclusive easement in, upon, through, over, under and across the Common Elements for as long as the said Grantor and/or its Designated Transferee shall be engaged in the construction, development, sale, and/or ownership of Condominium Units, which easement shall be for the purpose of construction, installation, maintenance and repair of the Units, Common facilities and appurtenances thereto, and other improvements as may be required pursuant to governmental approvals, for ingress and egress to all Condominium Units and all Common Elements, and for unrestricted use of the Common Areas (including but not limited to the roadways and parking areas), to use one or more Units as existing and future models for sales promotion and exhibition, office use and the right to exhibit "For Sale" signs and other sales promotional related signs on or about the Common Elements. The right of ingress and egress to the Units shall be during reasonable hours with prior notice except in the event of an emergency; and

(2) A blanket and non-exclusive easement, in, upon, through, over, under and across the Common Elements for the purpose of construction, installation, operation, maintenance, repair and replacement of the retention basin, 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. The foregoing easement shall expire when the Grantor and/or its Designated Transferee are no longer engaged in the construction, sale or ownership of any Units.

(3) A blanket and non-exclusive easement in, upon through, over, under and across the Common Elements for the purposes of construction and completion of the Condominium Property in accordance with applicable governmental regulations and requirements.

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

(1) Any utility easements and any other easements, restrictions, rights of way, agreement of record or filed hereinafter by the Grantor and/or its Designated Transferee, which shall include, but not limited to, any easements or restrictions that are required to be filed by Grantor and/or its Designated Transferee;

(2) A blanket perpetual and non-exclusive easement to and for the benefit of the City of Clifton, Passaic County, New Jersey, the Association, the police, fire and ambulance personnel in the proper performance of their respective duties, in, over, through, upon, under and across the Condominium Property and for the repair, service, replacement, installation, and maintenance of the Condominium Property. The Association, its agents, contractors, employees and officers, as to the aforesaid easement, except in the case of emergency or necessary

repairs, as relates to ingress to a Unit, shall be subject to advance notice and be exercisable only during normal business hours and with the permission of the Unit Owner or occupant;

(3) A blanket, perpetual and non-exclusive easement, to and for the benefit of the Grantor, its Designated Transferee, the Association, the City of Clifton, and utility entities, in, upon, over, across and through the Common Elements and Units for the purpose of the installation, maintenance, repair, service and replacement of all gas, sewer, water, power, and telephone, pipes, lines, mains, conduits, poles, transformers, and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility systems serving the Property, which easement shall be for the benefit of any governmental agency, or utility company or other entity which requires same for the purpose of furnishing one or more of the foregoing services;

(4) 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, at 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 Passaic County Register. Such certificate shall be conclusive evidence of authorization by the Unit Owners.

The foregoing is subject to the right of the Association, without having to obtain the aforestated authorization, to execute any easements for the benefit of the Condominium Property.

(5) A perpetual exclusive easement for the benefit of the Association its agents, employees and contractors for the maintenance of any Common Elements including

those which presently or may hereafter encroach upon a Unit.

(6) A perpetual non-exclusive easement of access for the benefit of the Association, its agents, employees and contractors to each Unit (a) to inspect same; (b) to remedy any violations of the provisions of this Master Deed, the By-Laws or any Rules and Regulations of the Association; and (c) to perform any operations required in connection with its maintenance, repairs and replacements as set forth in this Master Deed and the By-Laws; provided that any requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

8. By-Laws Administration Membership:

The administration of the Common Elements of Allwood Mews, a Condominium, 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 "F" 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 (a) five years from the date of the recording of this Master Deed, or (b) the last Unit title closing in the ordinary course of business; the right to execute on behalf of all contract purchasers, Unit Owners, mortgagees, other lienholders or parties claiming a legal or equitable interest in the Condominium, any such 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 (a) the Grantor, and its Designated Transferee an attorney-in-fact for the purpose of executing the foregoing instruments and (b) the Association, as an attorney-in-fact for the purpose of executing the instruments referred to in Article 8 of this Master Deed. 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 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. The foregoing right shall be subject to the condition that any such agreement, document, amendment or supplement shall not affect the ownership percentage interest in the Common Elements of any Unit Owner(s), or adversely affects the priority or validity of any mortgage

encumbering any Unit unless the Unit Owner(s) and the applicable mortgagee(s) consent in writing.

Despite the foregoing, the Grantor shall not be permitted to cast any votes held by it for the purpose of amending this Master Deed, the By-Laws, or any other document for the purpose of changing the permitted use of a Unit or the purpose of reducing the Common Elements or facilities.

The Mews At Allwood, a Condominium, shall be administered, supervised and managed by The Mews At Allwood Association, Inc., a not-for-profit corporation of the State of New Jersey, presently having its principal office at 6 Brighton Road, Clifton, New Jersey, which shall act by and on behalf of the owners of the Units in The Mews At Allwood, a Condominium, in accordance with this instrument, the By-Laws of the Association annexed hereto as Exhibit "F" 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, The Mews At Allwood Association, Inc. is hereby designated as the form of administration of The Mews At Allwood, a Condominium, 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 or co-owners of Units in The Mews At Allwood, a Condominium.

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 and Roadway-Utility Maintenance:

The Mews At Allwood Association, Inc. is hereby designated as the managing body of the Condominium and its Common Elements. The incorporators and/or initial Trustees of the Association shall be appointed by Grantor.

Every Unit Owner, by acceptance of a deed or other conveyance for a Unit, whether or not it shall be expressed in such deed or conveyance shall be deemed to covenant and agree to pay to the Association the Annual Assessments in the manner adopted by the Association and any other assessments or charges as may be provided for in the By-Laws.

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, garbage, electrical and gas, and other necessary utility services for the Common Elements and (if not separately metered or charged) for the Units, maintenance and gardening service for the Common Elements.

(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 Trustees may deem prudent and desirable. Such insurance shall include, but not by way of limitation, fire and extended Property insurance, public liability insurance, workmen's compensation, fidelity bonds, and Trustee's liability.

(c) The services of a person or firm (the "Manager") to manage the Common Elements to the extent deemed advisable by the Association as well as such other personnel as the Board of Trustees 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, construction and reconstruction of the General Common Elements and such furnishings, equipment and planting for the General 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-Laws, Exhibit "F".

(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, including operating budget and reserve funds, of the Association and for delivery of a copy of such audit to each Unit Owner within ninety (90) days after the end of the Association's fiscal year.

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 Unit or other structure has been erected and through those portions of the Property's General Common Elements.

As stated herein or in the By-Laws, (Exhibit "F"), and expressly subject to the provisions of this Article 16 of this Master Deed, the Association may restore and repair damaged Common Elements, may construct new improvements or additions to the Common Elements or demolish existing improvements provided that in the case of any improvement, addition or demolition involving a total expenditure which expenditure is not in the adopted budget, in excess of \$10,000 for one expenditure per year and \$20,000 in total for any such expenditures in one fiscal year, a two-thirds vote of the Unit Owners in person or by proxy (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 approval of the Grantor shall be required as to any new capital improvement work as long as the Grantor owns one or more Units for sale in the ordinary course of business and the Association will be assessing the Grantor for such capital improvement work. 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 additions, alterations, purchases or improvements that will cause a special assessment or a substantial increase in the monthly assessment except in cases of emergency, or unless required by a governmental agency or mortgage lender. Additionally, Grantor will not cast any votes so as to change the use of any Units or cause an encroachment upon the Common Elements.

The Association, as successors in interest to certain of Grantor's obligations, and in accordance with any Developer's

Agreement, Municipal Resolution or ordinance and any easement that may be recorded hereinafter, shall be responsible for the repair, replacement, construction, reconstruction, improvement, betterment, protection, cleaning, and snow removal, (when more than two inches of snow) as applicable, of all the roadways, driveways, parking areas, pathways, walkways, and sidewalks located within the properties described in Schedule "A" or appurtenant thereto.

10. Restrictions:

(A) The Condominium Property is subject to all covenants, restrictions and easements of record as well as any restrictions stated in the Master Deed and the attached By-Laws.

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

(2) There shall be no obstruction of the Common Elements nor shall anything be temporarily or permanently placed upon, stored in or affixed to the Common Elements without the prior written consent of the Board or unless expressly permitted by the Rules or Regulations. However, this restriction shall not be deemed to preclude any residence of a Unit or his guests from utilizing any driveway in front of his Unit for the parking of automobiles or the area immediately to the rear of the Unit for picnicking, barbecuing, lounging, sunbathing in proper attire, or other similar recreational activities, subject to the Rules and Regulations promulgated by the Association and any other restrictions contained in this

Master Deed. Nor shall this restriction apply to the Grantor or its designated Transferee while it is engaged in the development of the Condominium Property.

(3) No vehicles of a size larger than a panel truck and no mobile home, recreation vehicle, boat, boat trailer or the like shall be parked within the Condominium, except that those vehicles temporarily within the Condominium for the purpose of servicing the Condominium itself or one of the Units, shall be permitted without written consent of the Board.

(4) No portion of the Common Elements or other portion of the Condominium shall be used or maintained for the dumping of rubbish or debris except in designated areas. Trash, garbage or other waste shall be kept in sanitary containers within the Condominium for weekly or more frequent collections. Recyclable material shall be stored separately in accordance with the City of Clifton's requirements for same.

(5) No exterior loudspeakers other than as contained in portable radios, television sets or burglar alarm system shall be permitted, nor shall unshielded floodlights be installed in any exterior area of any Unit or any porch appurtenant thereto without the permission of the Board. Despite the foregoing, in the event any portable radio, television set, or burglar alarm system becomes a nuisance, the Association shall have the right to require the Unit Owner to remove the exterior loudspeakers from the same.

(6) The owner of each Unit, regardless of type, shall not cause or permit any clothes, sheets, blankets, or laundry of any kind or other articles to be hung or displayed on the outside of windows or placed on the outside window sills, walls, patios, or porches of any Unit or in any parking area.

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

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

(9) No clothes, poles, lines or clothes trees shall be installed or maintained, nor shall any laundry or other thing be hung out to dry outside of any Unit.

(10) No "For Sale" sign or equivalent document shall be displayed, erected, placed, installed or otherwise maintained on the Common Elements or in, on, or about a Unit until after December 31, 1998. This restriction shall not apply to the Grantor or its Designated Transferee.

(11) Only one dog or cat shall be permitted to live in a Unit. All dogs must be kept on a leash at all times outside the Unit. The Unit Owner shall be responsible

for cleaning up the excrement of any animal owned by said Unit Owner.

(12) No building, antennae, satellite dishes, fences or structures of any type or nature shall be constructed, installed, erected or placed on the Common Elements or the exteriors of any Unit without the written consent of the Association.

The restrictions stated in this Article shall not be interpreted in any manner so as to prevent, restrict, interfere or delay Grantor's or its Designated Transferee's construction of the Condominium development or its ability to sell or lease any Units or to maintain model Units and sales offices.

11. Rights and 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.

As long as the Grantor is the owner of one unsold Unit in the ordinary course of business, neither the Association nor any Unit Owner or mortgagee shall do anything to interfere with the rights of the Grantor as set forth in the Master Deed and the Association's By-Laws or the right of the Grantor to do any construction as to unsold Units or to construct such additional improvements as Grantor deems advisable. Such rights shall also include but not be limited to the right to install and maintain

displays, signs, sales information on or about unsold Units and the Common Elements as well as the right to operate and maintain leasing-sales offices, and model Units. Each Unit Owner by accepting a deed to a Unit hereby acknowledges that the activities of Grantor may temporarily constitute an inconvenience or nuisance to the Unit Owners, and each Unit Owner hereby consents to such inconvenience or nuisance.

The rights of Grantor hereunder and elsewhere in the Master Deed and By-Laws in whole or in part, may as more specifically set forth in Article 28 of this Master Deed be assigned by Grantor and any successor in interest by a recorded written assignment. Despite any other provision of this Master Deed, the prior written approval of Grantor, as developer of the Property, will be required before any amendment to this Article shall be effective.

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

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.

Each Unit Owner shall be responsible for correcting any building code violations and municipal ordinances and violations. In furtherance of this obligation a Unit Owner shall also be responsible for any fines, penalties or other expenses relating to such violations and agrees to indemnify and hold harmless the Grantor and the Association from any and all such fines, penalties or other expenses. In the event a Unit Owner fails to comply with the foregoing provisions the Grantor or Association shall have the right to recover any monies paid out, damages, institute injunctive relief, and correct such violations.

In the event a Unit Owner or occupant fails to so comply then the Association or Judicial Committee shall notify the Unit Owner or occupant of the violation, in writing, and in the notice state the violation(s) and require that it be cured immediately and if not susceptible of being immediately cured within ten (10) days of receipt of the notice. If the violation(s) is not cured within

the requisite period then the Association shall have the right, but not the duty, to institute the appropriate legal action to force compliance and curing of the violation(s). In the event that the Association institutes legal action then it shall be entitled to recover from the Unit Owner the Association's costs and expenses, including attorney's fee relative to such proceeding. The cost and expense shall be considered to be a lien affecting that Unit and the Association shall have the right to enforce the payment of such lien as if it were a Common Expense.

14. Amendment:

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

(1) By the Grantor, for a period of the earlier of (a) five years from the date of recording of this Master Deed or (b) the last Unit title closing in the ordinary course of business, to effectuate any changes as may be required by any 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 have an interest in or as to a Unit as well as an amendment pursuant to Article 6 of this Master Deed. Additionally, the Grantor, until it has sold the last Unit in the ordinary course of business, shall have the sole right to amend Exhibits "B" and "C" relating to the shape, location, design and size of any Units not yet conveyed by Grantor or its Designated Transferee, to a third party. Such amendment shall be effective only upon

recordation in the Passaic County Register's Office of an instrument in writing, signed and acknowledged by the Grantor, setting forth the amendment. Such amendment in the above instances, need only be signed by the Grantor, not by the Association, any Unit Owner or any Mortgagee.

(2) Grantor shall have the right at any time it owns a Unit(s) in ordinary course of business to amend the Master Deed to alter the architectural renderings, which are attached as Exhibit C, and redistribute, as to the unsold Units, each Unit(s) percentage interest of Common Elements.

(3) 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 institutional holders of first mortgages as provided in Article 27, and such an amendment shall be effective upon its recordation in the Passaic County Register's Office.

(B) Despite anything to the contrary stated in this Master Deed, the consent of all affected Unit Owners shall be required for any amendment effecting a change in the following:

(1) the boundaries of any Unit not owned by the Grantor or its Designated Transferee;

(2) the undivided interest in the Common Elements appertaining to any of the Units or the liability for

Common Expenses appertaining thereto, except as provided in Article 6 and Subsection A above;

(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.

(C) Despite 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, lease and use of Units by the Grantor.

(D) No amendment shall impair or adversely affect the rights of the Grantor or its Designated Transferee or discriminate against them or cause either of them to suffer any financial, legal or other detriment or assess either of them for capital improvements or directly or indirectly interfere with their sale, lease or ownership of Units or their use of Units and/or the Common Elements unless the Grantor or its Designated Transferee has consented to such amendment.

15. Provisions and Restrictions Relative to 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 six months 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 to amend the Master Deed and By-laws reserved to Grantor herein and provided further that any failure of the tenant to comply with the terms and conditions of such documents shall constitute a default under the lease. The foregoing restrictions shall not apply to the Grantor or 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.

In the event a Unit Owner enters into a written lease a copy of such lease shall be given within ten days of execution to the association with an additional copy to the management company. In addition to the submission of the lease and even if there is no written lease the Unit Owner shall also advise, in writing, the association and the management company as to the name, address and telephone number (work & residence) of the tenant.

In the event a tenant of a Unit Owner defaults under his lease by failure to comply with the provisions of this Master Deed, By-Laws or rules and regulations of the Association, then, in addition to all other remedies which it may have, the Association shall notify the Unit Owner of such default(s) and demand that the same be cured through the Unit Owner's efforts within thirty (30) days after such notice. If such default(s) is not cured within said thirty (30) day period, then the Unit Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against his tenant on account of such

default(s). Such action shall not be compromised or settled without the prior consent of the Association. In the event the Unit Owner fails to fulfill the foregoing obligation, then the Association shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Unit Owner, at the Unit Owner's sole cost and expense, including legal fees incurred. Said costs and expenses shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Association in the same manner as the Association is entitled to enforce collection of Common Expenses. By acceptance of a deed to any Unit, each and every Unit Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Association as his attorney-in-fact for the purposes described in this subparagraph.

16. Insurance Damage or Destruction:

(A) The Association, through its Board of Trustees, shall, as stated in Article 9, be required to obtain and maintain fire insurance with extended coverage insuring not only all the Common Elements, but also the Building containing each Condominium Unit (including all structural walls and interior partition walls initially installed therein by the Grantor, but not including carpeting, drapes, wall covering, fixtures, appliances, individual Units' heating and air conditioning equipment, furniture, furnishings or other personal Property supplied or installed by Unit Owners) together with all service machinery contained therein and covering the interests of the Condominium, the Board of Trustees and all Unit Owners and their mortgagees, as their interests may appear, in the amount determined by the Board of

Trustees, 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 Trustees. All such policies shall provide that adjustment of loss shall be made by the Board of Trustees and that the net proceeds thereof shall be payable to the Association, subject to the rights of the Unit mortgagee.

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

(2) All policies of physical damage insurance shall contain waivers of subrogation with respect to claims against Unit Owners, and their family members and officers and trustees 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, if required.

(B) All Unit Owners shall carry insurance for their own benefit insuring their carpeting, wallcovering, appliances, fixtures, individual Unit's heating and air conditioning equipment, furniture, furnishings and other personal property provided that all such policies shall contain waivers of subrogation further provided that the liability of the carriers issuing insurance obtained by the Board of Trustees shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

(C) 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 seventy-five (75%) percent 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 the Unit Owners' and the institutional holders of first mortgage liens (based upon one vote for each mortgage held), vote not to proceed with the 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 Condominium Units (including any equipment which is part of a Common Element system, but not including carpeting, drapes, wallcovering, heating and air conditioning units, appliances, equipment fixtures, furniture, furnishings or other personal property owned, supplied or installed by a Unit Owner).

c) In the event that the 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 the Condominium 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 Condominium Unit Owners have voted 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 Condominium Unit in accordance with its respective interest in the Common Elements.

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.

(D) General Conditions:

a) Four (4) 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.

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

c) Despite 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.

d) Despite 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, with the unanimous written approval of all Unit Owners, 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 - Assessments - Late Charges -
Contributions:

(A) Common Expenses shall be charged to Unit Owners according to the percentage of their respective undivided interest in the Common Expenses as set forth in Exhibit D of this Master Deed 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. These Common Expenses shall be paid by each Unit Owner through a monthly assessment, as more particularly set forth in the Association By-Laws.

(B) In addition to the monthly assessment, the Association shall have the power through its Board of Trustees to levy a special assessment(s), against each Unit Owner according to each Unit's undivided percentage interest in the Common Expenses (Exhibit D), all as more specifically set forth in the Association's By-Laws.

Any assessment or charge of the Association that is not received by the Association from a Unit Owner within ten (10) days of its due date shall obligate the Unit Owner to pay a late fee as set forth in Article IV, Section 9 of the By-Laws in addition to all other rights and remedies of the Association.

(C) Despite any other provision herein contained, until such time as the City of Clifton assesses each Condominium Unit separately, the Association shall pay the New Jersey Real Property Taxes assessed against the Condominium Property and shall prior to such payment levy a supplemental assessment payable by the Unit Owners, which supplemental assessment shall be allocated and assessed to each Unit in the same percentage as that Unit's share

of the Association's Common Expenses (Exhibit D) and such action shall not require a vote of the Unit Owners.

(D) Common Expenses are those expenses of administration and of maintenance, repair or replacement of the Common Elements, including or not including the Common Facilities as applicable, and the expense of administering the Association and all of its real and personal Property in proportions and amounts as shall from time to time be fixed by the Trustees 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 her.)

(E) Additionally, the Association shall 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.

Every Unit Purchaser (except the Grantor or its Designated Transferee) shall pay to the Association as a non-refundable contribution to the "Working Capital" and "Reserve Fund" the sums so stated in the By-Laws, Article IV, Section 6.

(F) Any Unit owned by the Association shall be exempted from the payment of any Common Expenses, monthly assessments, special assessments or Reserve Fund.

(G) As long as the Grantor or its Designated Transferee is the owner of one or more Units, the Association shall take no action which discriminates against Grantor or its Designated

Transferee or impairs in any manner Grantor's or its Designated Transferee's ability to construct, develop, show, ability to own, sell or lease the Unit(s) in the ordinary course of business, or use any Units as model Units or sales offices or for business purposes, or make use of the Common Facilities.

(H) Despite anything to the contrary stated in this Master Deed and By-Laws, as to any Units owned by the Grantor or its Designated Transferee, which Units are under development or title has not been conveyed to a purchaser, the assessment levied against such a Unit(s) shall be in proportion to the benefit derived by the Unit(s) from the items included in the budget.

19. Unpaid Assessment Liens Foreclosure Purchase:

(A) All charges and expenses chargeable to any Unit shall constitute a lien against said Unit in favor of The Mews At Allwood Association, Inc. which lien shall be prior to all other liens except: assessments, liens and charges for taxes past due and unpaid on the Unit; a bona fide mortgage lien, if any, to which the Unit is subject; and any other lien recorded prior to recording the claim of lien.

(1) Such lien shall be effective from and after the time of recording in the public records of Passaic 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 also include attorney's fees and recording fees 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.

(2) All assessments that remain unpaid for over thirty (30) days shall bear interest from the assessment due date at the highest rate permitted by law.

(3) 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. 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 The Mews AT Allwood Association, Inc. 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 or other Association charge or assessment remains unpaid for a period of sixty (60) days. Thereafter, if said lien is not paid within ten (10) days from the date of recording same, the Association may foreclose same, as aforesaid. The Association shall have the right as part of the aforesaid foreclosure action to accelerate the remaining monthly assessments in the Association's fiscal year provided that at least three (3) 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.

The Association may maintain suit against a delinquent Unit Owner, as provided in the By-Laws, to recover a money judgment for any unpaid expenses, charges and assessments without foreclosing or waiving the lien securing same.

In addition to the right to file a Lien claim and foreclose same, as provided above, the Association, in accordance with the aforesaid time periods may take action to recover the amount due either by foreclosure of the lien or by suit to recover a money judgment as hereinabove provided.

20. Unit Conveyances - Unpaid Assessments - Title Certificate:

(A) 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.

(B) 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, or by a deed in lieu of foreclosure, 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 and if applicable, including such acquirer, his successors and assigns.

(C) 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 reassessed by the Association as Common Expenses to be collected from all Unit Owners including the purchaser who acquired title at the sheriff's sale, his successors and assigns.

(D) Every purchaser of a Unit prior to title acquisition shall obtain from the Association a certificate setting forth what, if any, assessments and charges are due and owing as to that Unit. At the time the request for the certificate is made, the name and address of the prospective purchaser and Mortgagee, if applicable shall also be submitted to the Association. No certificate shall be issued without such information having been submitted. Failure of a purchaser to obtain the certificate and pay any monies due to the Association within fifteen days of title closing shall obligate the purchaser to pay a late payment fee, as provided in the Association By-Laws. The certificate shall be conclusive evidence as to any assessments and charges applicable to a Unit except as to the then present Unit Owner. The Association shall have the right to impose a charge for such certificate. The provisions stated in this paragraph shall not apply to a mortgagee who acquires title by

way of a foreclosure of its mortgage or by a deed in lieu of foreclosure or to a Unit Owner who acquires title from the Grantor or its Designated Transferee.

21. Subordination of the Assessment 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. Unit Exterior Changes:

(A) No addition, removal, change, modification, decoration or alteration of the Unit's exterior, including, but not limited to the exterior finishings, color, enclosure of decks, terraces, stairs, and patios, or the erection or implacement of antennae or satellite dishes 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 or decorations of any nature to the exterior of the Unit or anything within the Unit's Limited Common Elements, unless done by the Grantor, until the plans and specifications, showing the nature, kind, shape, height, materials and location in relation of the same shall 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 Trustees of the Association or its designated Committee. Nor shall any Unit Owner impair any easement without first obtaining the written consent of the Association's Board and the consent of those Unit Owners or other parties for whose the easement exists. In the event said Board or its committee fails to approve such design and location within sixty (60) days after said plans and specifications have been submitted to it, then in that event the request shall be deemed to have been denied. The Board or its designated committee may request of the Unit Owner any additional information necessary to make its decision and impose any requirements to insure the safety, well-being and protection of other Unit Owners and the Association as well as impose any fees to cover its costs of hiring professional to review the plans. Unless the Board or its designated committee grants an approval no work of any kind shall be done.

(1) Prior to any interior work being done, other than minor repairs, improvements or decorating to the interior of a Unit, the plans and specifications shall first be delivered to the Association. Unless the Association denies same within thirty (30) days of their receipt, same shall be deemed approved.

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

Nothing herein shall be construed to prohibit the reasonable adaptation of any Unit for handicapped use.

(B) Despite any language to the contrary stated in Section A of this Article 22 each Unit Owner shall be bound by and comply with all local ordinances and regulations of the City of Clifton.

23. Exterior Maintenance and Repairs:

(A) The Association shall be responsible for the general maintenance of the Common Elements, its grounds, all Common Element Buildings and facilities, and any Building owned by the Association, including the grounds surrounding the Units. The Association shall also be responsible for snow plowing, when there is more than two-inches of snow, of all streets and parking areas including Units' driveways and walkways.

(B) The Association shall be responsible for the exterior maintenance, repair and replacement, exterior painting and exterior decoration of all the Condominium Units as to only the exterior walls, roofs and appurtenances and Limited Common Elements appurtenant to a Condominium Unit subject to the provisions of Article 23 (C).

(C) If, due to the negligent act or omission of a Unit Owner, or of a member of its family or household pet or of a guest or other authorized occupant or visitor 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.

(D) Necessary Maintenance/Repair Work by Association Occasioned by Condominium Unit Owner's Neglect.

Every Condominium 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 Units' exterior finishings and roofing) thereon, to be otherwise maintained than in good repair and in safe, neat and attractive condition. In the event any Unit Owner shall fail to so maintain his (her) their Unit, and such neglect in the judgment of the Board of Trustees 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 Trustees of the Association or its designated committee, may give notice of such condition 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 19 of this Master Deed, 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 an annual interest rate equal to five points above the stated prime rate of commercial banks or the maximum allowed under the New Jersey usury statutes, whichever is lower, 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.

a. 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 upon any Unit, or its Limited Common Elements, at reasonable hours, except Sundays or legal holidays, upon reasonable notice, except in emergencies.

24. Unit Maintenance, Repairs, Decorating
and Replacement:

(A) Each Unit Owner shall furnish and be responsible for at its own expense, all the maintenance, repairs and replacements in or about his (her) their own Unit. A Unit Owner, other than as stated hereafter, shall be responsible for the maintenance, repair and replacement of any doors (including garage doors and garage door opening machinery, if applicable), door glass, windows, window glass, conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be part of or appurtenant to the Unit and Limited Common Element, including the duty to repair, replace and maintain mechanical equipment, any appliances, plumbing fixtures, interior walls, ceilings and floor surfaces. The Association shall be responsible for the

maintenance, repair and replacement of the Unit's gutters, downspouts, walkways, driveways, stoops and any exterior stairs.

Each Unit Owner is responsible for the maintenance, repair and replacement of all portions of the interior of the Units including, but not limited to, all windows, doors conduits, ducts, plumbing, piping, wiring and other facilities for the furnishing of utility services, all building systems including HVAC units, as well as all portions of the walkways, patios and balconies.

Any maintenance, repairs and replacements as may be required for the bringing of water and electricity to the Unit and sanitary sewerage disposal after exiting the Unit shall be furnished by the Association as part of the Common Expenses. 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. 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.

(1) 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 Trustees, or of the manager or managing agent for Condominium Property, 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, pipes, lines, facilities or fixtures affecting or serving other Units or the Common Elements.

(2) The porches, patios, stoops, steps, railings and front walkways, as well as the driveway appurtenant to a Unit shall be for the exclusive use of that Unit. Any such porch, patio, stoop, walkway, stairs, railings, or driveway shall be kept free and clean of debris, dirt, snow and any other accumulation by the Unit Owner. The Association shall, as to the foregoing items, be responsible for any repairs, maintenance and replacement. Despite the foregoing, the Association shall be responsible for snow plowing all driveways and front walkways when there is more than two inches of snow.

(3) Each Unit Owner shall furnish and be responsible for, at its own expense, all of the decorating within its 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 it, and such owner shall maintain such interior surfaces in good condition at its 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 it may see fit and at its sole expense. The use of and the covering of the interior surfaces of such windows, whether by 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 Common Expenses.

(4) The owners of any Unit shall be solely responsible for all repair, maintenance, operation, use and replacement of the mechanical equipment, pipes, lines, conduits, fixtures, appliances, HVAC equipment and hot water heater that service that particular Unit and are located with that particular Unit. The Association shall be responsible for the repair, maintenance and replacement of all utility lines and pipes that are located within a Unit but service another Unit.

(5) Any exterior maintenance, repairs and replacement by a Unit Owner, in regard to type of material, finishing, color and design shall be subject to the approval of the Association.

25. Unit Access:

The Mews At Allwood Association, Inc. shall have the irrevocable right, to be exercised by the Trustees or manager of the Association, to have access to each Unit from time to time during reasonable hours, with prior notice, except in case of emergencies, 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, The Mews At Allwood Association, Inc. or its authorized personnel shall have the "Right of Access" to a Unit, as more specifically provided in the "By-Laws".

26. 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 acquisition of title by any person to a Unit shall be conclusively deemed to mean that acquirer approves, adopts and ratifies the provisions of this instrument, the By-Laws and Rules and Regulations of The Mews At Allwood Association, Inc. and will comply therewith. The covenants, agreements and restrictions 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, its successors and assigns.

27. Protective Provisions for the Benefit of
Institutional Holders of First Mortgages:

(A) Despite anything to the contrary stated in this Master Deed, 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:

(1) Upon written request to the Association, such request to identify the name and address of the Institutional Holder, the Unit Owner's name and address, the Institutional Holder will be entitled to timely written notice of;

(a) Any condemnation loss or any casualty loss which affects a material portion of the Condominium Property, or the Unit upon which the Institutional Holder has a first mortgage;

(b) Any delinquency, which remains uncured for a period of sixty (60) days, in the payment of assessments or charges owed by a Unit Owner, whose Unit is subject to a first mortgage held by the Institutional Holder;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action by the Association which would require the consent of

a specified percentage of eligible mortgage holders as stated hereinafter in this Article.

(2) In the event of any material damage to or material destruction of any Unit or the Common Element; or if any Unit or a portion thereof is made the subject matter of any condemnation or eminent domain proceeding; then in such an event no Unit Owner or other party shall have priority over the Institutional Holder of a first mortgage on a Unit with respect to the distribution of any insurance proceeds, award or settlement as affects that Unit.

(3) Any Institutional Holder of a first mortgage on a Unit in the Condominium is, upon request, entitled to:

(a) inspect the books and records of the Condominium during normal business hours;

(b) receive an annual audited financial statement of the Condominium within ninety (90) days following the end of any calendar year of the Association; and

(c) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

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

(5) Any lien the Association may have on any Unit in the Condominium for the payment of Common Expense 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.

(6) Any management agreement for the Condominium will be terminable by the Association without cause and without penalty, 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.

(7) The prior written approval of Institutional Holders of first mortgages, to the extent specified, and if applicable, the consent of Unit Owners to the extent specified, shall be required as to the following:

(a) Any restoration or repair of the project, after partial condemnation or damage due to an insurable hazard, shall be done substantially in accordance with the Master Deed and the original plans and specifications, unless other action is approved by at least fifty-one (51%) percent of the Institutional Holders of first mortgages (based upon one vote for each mortgage held).

(b) Any election to terminate the legal status of the Condominium after substantial destruction or substantial condemnation taking shall require the approval of at least fifty-one

(51%) percent of the Institutional Holders of first mortgages (based upon one vote for each mortgage held).

(c) No reallocation of interest in the Common Element may be effected without the approval of at least fifty-one (51%) percent of the Institutional Holders of first mortgages (based upon one vote for each mortgage held).

(d) When professional management has been required by any Institutional Holder of a first mortgage, any decision to establish self-management by the Association shall require the approval of at least fifty-one (51%) percent of Institutional Holders of first mortgages (based upon one vote for each mortgage held) and the consent of Unit Owners having at least sixty-seven (67%) percent of the total number of votes for all Units.

(8) Except as to amendments to the Master Deed or By-Laws or termination of the Condominium made as a result of destruction, damage or condemnation, as provided for in subparagraph (g) of this Article, the following shall apply:

(a) Termination of the Condominium shall require the approval of at least sixty-seven (67%) percent of the Institutional Holders of first mortgages (based upon one vote for each mortgage held).

(b) The consent of Unit Owners having at least sixty-seven (67%) percent of the total number of votes for all Units and the approval of fifty-one (51%) percent of the Institutional Holders of first mortgages (based upon one vote for each mortgage held), as to any material amendment to the Master Deed or By-Laws, which establish, provide for, govern or regulate any of the following: voting, assessments, assessment liens or subordination of such liens; reserves for maintenance, repair and replacement of the Common Elements; Insurance or Fidelity Bonds; rights to use the Common Elements; responsibility for maintenance and repair of the Common Elements; expansion or contraction of the Condominium Property or the addition, annexation or withdrawal of Property to or from the Condominium Property; Unit boundaries; interests in the General or Limited Common Elements; convertibility of Units into Common Elements or of Common Elements into Units; leasing of Units; imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey the Unit; any provisions which are for the express benefit of Institutional Holders of first mortgages.

(9) Any Institutional Holder of a first mortgage who receives a written notice pursuant to the provisions

of this Article and does not deliver to the Association a negative response within thirty (30) days of the receipt of said notice shall be deemed to have approved the action stated in the notice.

(10) If an Institutional Holder of a first mortgage lien on the Unit obtains title to a Unit as a result of foreclosure on 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, if applicable, including such acquirer, its successors and assigns.

28. Transfer of Grantor's Rights:

(A) No special rights created or reserved to the Grantor under this Master Deed ("Special Rights") may be transferred except by an instrument evidencing the transfer recorded in the Office of the Register of Passaic County, Passaic, New Jersey. The instrument shall not be effective unless executed by the transferee.

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

(1) A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations imposed upon it. Lack of

privity does not deprive any Unit Owner of standing to bring an action to enforce any obligation of the transferor.

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

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

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

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

(1) The Grantor ceases to have any such Special Rights; and

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

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

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

(2) A successor to all such Special Rights, other than a successor described in subsection (3) or (4) of Section E of this Article hereof who is not an affiliate of Grantor is subject to all obligations and liabilities imposed upon Grantor by law or the Master Deed, except it is not subject to liability for misrepresentations or warranty obligations on improvements made by any previous Grantor or made before the Condominium was created, or for a breach of fiduciary obligation by any previous Grantor.

(3) A successor to only a Special Right to maintain models, sales offices and signs, if it is not an affiliate of Grantor may not exercise any other Special

Right, but is not subject to any liability or obligation as a Grantor.

(4) A successor to all Special Rights who is not an affiliate of Grantor and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to Units under Section C of this Article aforesaid, may declare its intention in a recorded instrument to hold those rights solely for transfer to another party. Thereafter, until transferring all such Special Rights to any person acquiring an instrument permitting exercise of all those rights, that successor may not exercise any of those rights other than the right to control the Board for the duration of any period of Grantor control, and any attempted exercise of those rights is void. So long as a successor may not exercise Special Rights under this subsection, it is not subject to any liability or obligation as a Grantor other than liability for the successor's acts and omissions under the Master Deed.

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

(G) Any transferee of such Special Rights shall file the appropriate document and comply with the applicable requirements of the Planned Real Estate Development Full Disclosure Act (N.J.S.A. 45:22A-21 et seq.).

29. General Provisions:(A) Duration:

(1) 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.

(2) The Condominium shall continue until:

(a) terminated by casualty loss, condemnation or eminent domain as more particularly provided herein; or

(b) 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 mortgagees 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 its share of such net proceeds all liens on its Unit. The foregoing right of partition shall be subject to the right of the Board of Trustees 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.

(3) Any deed of revocation to remove the Condominium Property from the provisions of the Condominium Act shall be duly executed by Unit Owners holding at least eighty (80%) percent of the allocated Association votes and the deed of revocation shall be recorded in the same office as the within Master Deed all in accordance with N.J.S.A. 46:8B-26 et seq.

(B) 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 Unit Owner's Unit or at such other address as hereinafter provided. The Association or Board of Trustees 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 by giving

written notice of such change of address to the Association. Notices addressed as above shall be deemed delivered when mailed by United States 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 the mailbox for the Unit or House or at the door of that Unit.

(C) 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.

(D) 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.

(E) Priority: Despite 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 City of Clifton.

30. Exhibits:

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

- 1. Exhibit A - Metes and bounds description of the Condominium Property.
- 2. Exhibit B - Site plan entitled
- 3. Exhibit C - Architectural plans prepared by the
- 4. Exhibit D - Chart consisting of "Schedule of Unit's Percentage Interest in Common Elements and Common Expenses".
- 5. Exhibit E - By-Laws of The Mews At Allwood Association, Inc.

IN WITNESS WHEREOF, the Grantor has executed this Master Deed as of the above date.

ATTEST:

BEAZER HOMES, INC.

Secretary

By: _____
President

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STATE OF NEW JERSEY :
 : SS
 COUNTY OF :

I CERTIFY that on _____, 1993, personally came before me this person acknowledged under oath, to my satisfaction that:

(a) this person is the Secretary of Beazer Homes, Inc., the corporation named in this Declaration;

(b) this person is the attesting witness to the signing of this Master Deed by the proper corporate officer who is the President of the corporation;

(c) this Master Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;

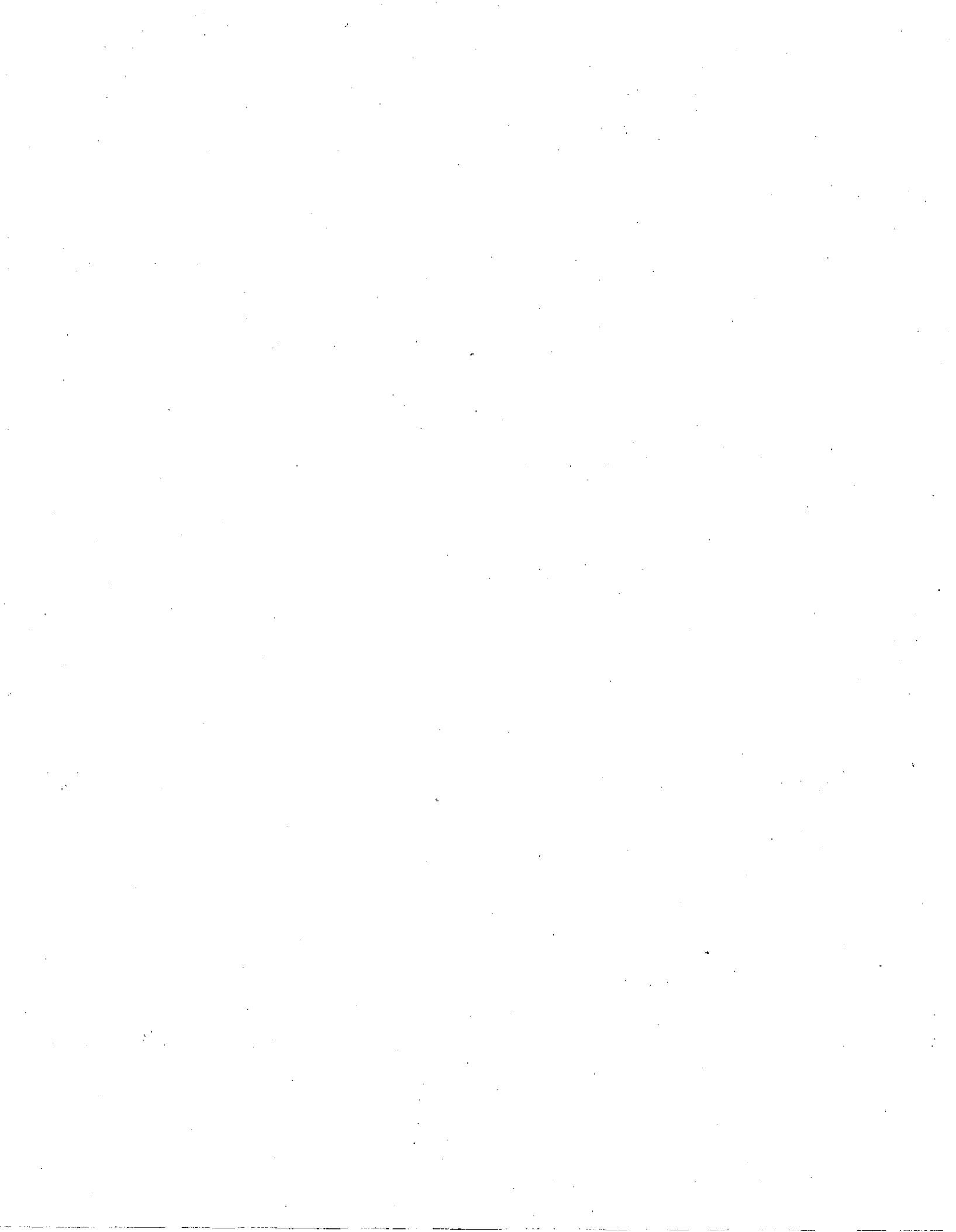
(d) this person knows the proper seal of the corporation which was affixed to this Master Deed; and

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

Signed and sworn before me on _____, 1993.

 , Secretary

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BY-LAWS
OF
THE MEWS AT ALLWOOD ASSOCIATION, INC.

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BY-LAWS

OF

THE MEWS AT ALLWOOD ASSOCIATION, INC.

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 The Mews at Allwood Association, Inc. (hereinafter called the "Association"). The principal office of the Association shall be located at c/o Alan Mayer, 6 Brighton Road, Clifton, 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 Passaic County Register 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 The Mews at Allwood Association, Inc., 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 and Limited Common Elements, all 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 and Limited Common Elements;
 - ii. expenses agreed upon as common by all Unit Owners; and
 - iii. expenses designated as common by the provisions of the Condominium Act, the Master Deed or the By-Laws.

- e. "Common Facilities" means those Common Element improvements and facilities such as but not limited to the roadways, parking area, storm water facilities, sanitary sewerage facilities, existing or hereafter constructed which are used by the Unit Owners.
- 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 of 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 one hundred twenty-eight (128) Condominium Units roads, parking areas, and all easements, rights and appurtenances belonging thereto or intended for the benefit thereof.
- i. "Grantor" means Beazer Homes, 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 Unit nor are Limited Common Elements.

k. "Institutional holders of a first mortgage" means a savings and loan association, a commercial bank, a savings bank, an insurance company or any entity that is approved to handle governmentally insured or related mortgage loans or a mortgage given by the Grantor.

l. "Limited Common Elements" means those Common Elements which are for the use of one or more specified Units to exclusion of other Units.

m. "Majority" or "Majority of the Unit Owners" means the holders of fifty-one percentage figures of the aggregate number of votes of the Association.

n. "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.

o. "Member" means the owner or co-owner of a Unit.

p. "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, despite 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.

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

r. "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 and in any way Limited 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.

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

t. "Unit Owner" means the person or persons owning a Unit in fee simple.

u. "Utility Services" includes, but is not limited to electric power, gas, water, 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 ("Building") 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 these 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 its 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 monthly and special assessments and other charges and fees levied by the Association as provided in these By-Laws. The obligation of such 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 in 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. 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, is or will be deemed to covenant and agree to pay to the Association: (i) monthly 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; and (iv) any other fees, payments, assessments or charges as may be provided for under the provisions of the Master Deed or these By-Laws. 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 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 or Lot 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 thereof, and all costs and expenses incidental to the operation and administration of the Association and its facilities and services.

C. Establishment of Monthly Assessments. The monthly assessments shall be established by vote of the Board of Trustees, for each succeeding one (1) year period, and prior to 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. In the event the monthly assessments are not made in time, then it shall be presumed that an assessment was made in the amount of the last year's prior assessment, increased by five (5%) percent as long as Grantor is not in control; and the monthly installments shall be due upon each installment payment date until changed by an amendment assessment.

The Board of Trustees of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual monthly 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. Temporary Tax Assessment. Despite any other provision herein contained, until such time as the City of Clifton assesses

each condominium Unit, the Association shall pay the New Jersey Real Property Taxes assessed against the condominium property and the Board of Trustees at least forty-five (45) days prior to the tax due date(s) and shall levy a supplemental assessment payable by the Unit Owners, which supplemental assessment shall be allocated and assessed to each Unit in the same percentage as that Unit's share of the Association's Common Expenses (Exhibit D of the Master Deed). Said course of action shall not require a vote of the Unit Owners.

E. Special Assessments.

(a) In addition to the monthly assessments authorized by Sub-Section C hereof, the Association may levy in any assessment year: a special assessment for the purposes of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair, replacement or maintenance of a described capital improvement upon the Common Elements, including the necessary fixtures and personal property related thereto and also to cover any budget deficits.

(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 except if the special assessment is to pay for any budget deficit. 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 or as may be required by a government agency, lending institution, or title insurance company.

(d) All such special assessments, except for Budget deficit assessments, (which shall only require a majority vote of the Trustees), shall require the approval of two-thirds (2/3) of the votes of the members (other than Grantor) who are voting in person or by proxy, at a meeting duly called for this purpose. The foregoing vote requirement shall not be required (i) if the total expenditure is less than \$10,000 provided however that the total of all such expenditures in any one fiscal year shall not exceed \$20,000; or (ii) if the work is done pursuant to the provisions of Article 16 of the Master Deed; or (iii) if the work is of an emergency nature. The affirmative vote of the Grantor shall be required as to any new (i.e. previously non-existing) capital improvement work as long as the Grantor owns at least 10% of the total number of Units.

F. Change in Monthly Assessments. Subject to the limitations of Sub-Section C hereof, and for the periods therein specified, the Trustees may increase the maximum and basis of the monthly assessments previously fixed by Sub-Section C hereof prospectively for any such period provided that any such change

shall have the assent of two-thirds 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 twenty (20) days in advance and shall set forth the purpose of the meeting.

G. 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 fifty-one (51%) 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 twenty (20) days following the preceding meeting.

H. Date of Commencement of Assessments: Due Dates. The monthly assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Trustees of the Association to be the date of commencement.

The first monthly assessments shall be made for the balance of the fiscal year and shall become due and payable on the first day of each month remaining in the fiscal year. The assessments for any year, after the first year, shall become due on the first day

of the first month of said fiscal year and payable monthly in accordance with the method of payment adopted by the Resolution.

The amount of the monthly 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 monthly 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.

Despite anything to the contrary stated in these By-Laws and the Master Deed as to any Units owned by the Grantor or its Designated Transferee, which Units are under development or unsold, the assessment assessed against such a Unit(s) shall be in proportion to the benefit derived by the Unit(s) from the items included in the budget.

Section 4. The membership rights of any person whose interest in a Unit or Lot 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 Trustees during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights

and privileges shall be restored automatically. If the Trustees 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 sixty (60) days.

Section 5. (a) The Association, through its Board of Trustees, 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 (a) of this Section.

(c) Additionally, the Association, through its Board of Trustees, shall have the right, during any calendar year, 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 Trustees shall take into consideration the existing capital improvements and their respective life span. The Board of Trustees shall have the absolute right to levy this special assessment in accordance with the provisions of this Section

without the requirement or need to acquire the consent of the members.

(d) In the event withdrawals are made from the fund for the aforesated purposes, the Board of Trustees, after due consideration as to the condition of the existing capital improvements and their respective life span may, upon a two-thirds vote of the Board and without the need to comply with the requirements of Section 3E of this Article, for the next succeeding year and thereafter, add to the monthly assessments a special assessment, so as to reestablish the Reserve Fund.

Section 6. CONTRIBUTIONS: WORKING CAPITAL FUND AND RESERVE FUND: (a) Each Unit Purchaser shall, at time of the title closing of the Unit, pay to the Association, a non-refundable non-transferable sum in an amount equal to the Unit's then monthly maintenance as a membership fee. This sum shall be held by the Association in its Working Capital Account.

(b) Each Unit Purchaser shall, at the time of the title closing of the Unit, pay to the Association, a non-refundable non-transferable sum equal to one month of the then maintenance charge as a "Reserve Fund" contribution. This sum shall be held by the Association in its fiduciary capacity pursuant to Article IV, Section 3E(b) as part of its Reserve Fund established pursuant to Article IV Section 5.

(c) The sums required under subparagraphs (a) and (b), above shall not be required to be paid by any Designated Transferee who

acquires title from the Grantor or a predecessor Designated Transferee.

Section 7. 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 or 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.

Section 8. TRANSFER OF TITLE CERTIFICATE: The provisions of Article 20 of the Master Deed are incorporated herein. In the event the stated information is not submitted to the Association and any required payment is not made within fifteen (15) days of title closing there shall be imposed in addition to any other late payment fees or charges, a late payment fee of Ten (\$10.00) Dollars for each fifteen (15) day period that the stated monies or information are not received by the Association. This fee shall be deemed to be an assessment and shall be in addition to all other rights and remedies of the Association. The aforestated late payment fee and the stated time period may be changed at any time by a majority vote of the Board of Trustees.

Section 9. LATE PAYMENTS: Any assessment or charge of the Association that is not received by the Association from an Owner within five (5) days of its due date shall obligate the Owner to pay a late payment fee equal to ten (10%) percent of the unpaid assessment or charge. If the assessment or charge is not received

by the Association within thirty (30) days of its due date, the late payment fee shall be an additional Fifty (\$50.00) Dollars. For every succeeding thirty (30) day period thereafter during which the Association does not receive the unpaid assessment or charge there shall be an additional late payment fee of Fifty (\$50.00) Dollars. These fees shall be in addition to all other rights and remedies of the Association. The fees shall be deemed to be an assessment. The aforestated late payment fees and their respective time periods may be changed at any time by a majority vote of the Board of Trustees.

ARTICLE V

Voting Rights

Unit Owner(s) shall be entitled to a total of two (2) votes for each Unit in which (she(it) hold(s) the interest required for membership by Article IV, Section 1. 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 two votes be cast with respect to any such Unit. Any Unit owned by the Association shall have no votes.

In regard to any Unit(s) under construction or unsold for which a building permit has been issued, the Grantor or its Designated Transferee shall have the right to exercise that Unit(s) votes.

The Grantor shall not be entitled to cast any votes held by it as to unsold Units for the purposes of amending the Master Deed or By-Laws, for the purposes of changing the permitted use of a Unit or for the purpose of reducing the Common Elements facilities.

ARTICLE VI

Board of Trustees

Section 1. NUMBER AND QUALIFICATION: The affairs of the Association shall initially be governed by a Board of Trustees consisting of not less than three (3) individuals. Until the Master Deed shall have been recorded by the Grantor, and at least 25% of the total number of Condominium Units have been conveyed by Grantor, the Board of Trustees of the Association shall consist of such persons as shall be designated by the Grantor who shall serve as such until the first meeting of the Unit Owners as provided in Section 3 of this Article VI and subject to the provisions of Section 5 of this Article VI. Thereafter, the Board of Trustees shall consist of up to five (5) individuals. Each of whom shall be owners or spouses of owners of Units, or in the case of partnership owners shall be members, designees or employees of such partnership, or in the case of corporate owners shall be officers, designees, stockholders or employees of such corporation, or in the case of fiduciary owners, shall be fiduciaries or officers or employees of such fiduciaries provided that at least one of the members of the Board of Trustees shall be a resident of the State of New Jersey.

Section 2. POWERS AND DUTIES: The Association by its Board of Trustees 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 Trustees by Unit Owners. The Association shall discharge its powers in a manner that protects and furthers the health, safety and general welfare of the condominium residents. Such powers and duties of the Association by its Board of Trustees 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 by way of 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:
(i) the operation and use of the Property; and (ii) fines relating

to violations of rules and regulations. In furtherance of this power, the Association shall have the right to adopt resolutions relating to the ability to sue for nonpayment of these fines and fees as well as being entitled to collect court costs and any reasonable attorney's fees associated with such litigation.

(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 Trustees 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 Trustees may also employ a manager for the Association at such compensation as it may deem appropriate to perform such duties as the Board of Trustees 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 Trustees.

(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 Trustees but not less than annually by an independent 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 within ninety days after the end of the Association's fixed year. 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 Trustees and announced for general knowledge.

(j) Maintenance of 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 Trustees may deem necessary but in any event in an amount no less than the amount of the annual budget and all reserve funds. 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 or Lot 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 surrendered by their Unit Owners to the Association or to the Board of Trustees, when so required in the discretion of the Board of Trustees.

(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 Trustees.

(n) Selling, leasing, mortgaging, 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 assessment payment of Common Expenses and to levy and collect from Unit Owners, special assessments in such manner as the Board of Trustees 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 E 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 Trustees any of the Common Elements requires protection, renewal, maintenance or 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 Trustees 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 thereof as is reasonably possible, provided, however, that such entry shall be upon notice and be during reasonable hours, except in the case of emergencies; each Unit Owner, by the acceptance of a deed conveying each Unit to the Unit Owner, expressly and irrevocably grants and confirms the rights of entry aforesaid

(s) To grant and execute any agreements relative to 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 may by law now or hereafter have or exercise.

(u) The Association shall discharge its powers in a manner that protects and furthers the health, safety and general welfare of the residence of the condominium regime.

(v) The Association shall provide a fair and efficient procedure for the resolution of disputes between individual Unit Owners and the Association, and between different Unit Owners, that shall be readily available as an alternative to litigation.

Despite the foregoing "Powers and Duties," the Association or the Board shall take no action which would discriminate against the Grantor or its Designated Transferee, affect or interfere with its right to construct, sell, lease, own or use any Unit(s) or the

Common Elements or impair or adversely affect the rights of the Grantor or its Designated Transferee unless the Grantor or its Designated Transferee has consented to such action.

Section 3. TERM OF OFFICE: The term of office of the members of the Board of Trustees elected at the first special meeting of the Owners, which meeting shall be held within 60 days of conveyance of 25% of all the Condominium Units in accordance with Section 5a of this Article, shall be until the second special meeting of the Owners. The term of office of the members of the Board of Trustees elected at the second special meeting of the Owners, which meeting shall be held within 60 days of conveyance of 50% of all the Condominium Units in accordance with Section 5b of this Article, shall be two years and the term of office of the members of the Board of Trustees appointed by the Grantor shall be one year. The term of office of the members of the Board of Trustees elected at the third special meeting of the Owners, which meeting shall be held within 60 days of conveyance of 75% of all the Condominium Units in accordance with Section 5c of this Article, shall be fixed in the following manner. Those members of the Board of Trustees initially selected by the Grantor shall resign and the Owners shall elect such members to the Board of Trustees who shall serve out the remainder of the terms of the resigned members. At the expiration of the initial term of office of each respective member of the Board of Trustees, his successor shall be elected to serve for a term of two years. The members of the Board of Trustees shall hold office until their respective

successors shall have been elected by the Owners at the next annual meeting of the Association.

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 Trustees and four (4) members of the Association. The Nominating Committee shall not consist of any individuals appointed by the Grantor-Sponsor. The Nominating Committee shall be appointed by the Board of Trustees 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 Trustees 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 also from among members.

(b) ELECTION: Election to the Board of Trustees 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 TRUSTEES: Control of the Condominium Association shall be surrendered to the Owners in the following manner:

(a) At a special meeting held within 60 days of conveyance of 25% of all the Condominium Units, not less than 25% of the members of the Board of Trustees shall be elected by the Owners other than Grantor.

(b) At a special meeting held within 60 days of conveyance of 50% of all the Condominium Units not less than 40% of the members of the Board of Trustees shall be elected by the Owners other than Grantor.

(c) At a special meeting held within 60 days of conveyance of 75% of all the Condominium Units, the Owners shall elect members to the Board of Trustees to replace the members previously selected by the Grantor so that all of the Board of Trustees shall be or have been elected by Unit Owners, except that as long as any Condominium Units remain unsold, in the regular course of business, the Grantor may retain one member of the Board of Trustees. If there are no Units remaining unsold in the regular course of business, then the Condominium Unit Owners shall elect members to the Board of Trustees to replace those Trustees previously selected by the Grantor.

Subject to the extension provisions stated in the above paragraph, Grantor or its Designated Transferee shall surrender control of the Board no later than five (5) years from the filing of the Master Deed and these By-Laws, subject to the following provisions.

The Grantor may surrender control of the Board of Trustees 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 or create an impairment to the Grantor's or its Designated Transferee's ability to sell, construct or show any Units owned by Grantor or its Designated Transferee or in any way discriminate against the Grantor, its Designated Transferee or its Units.

Despite 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 TRUSTEES: At any annual or special meeting of Owners, any one or more of the members of the Board of Trustees 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, however, any Trustee appointed by the Grantor can only be removed for cause. Any member of the Board of Trustees whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting called for such purpose. The foregoing provisions are subject to the condition that if the then vacant position was previously filled by an Owner other than the Grantor then only the non-Grantor Owners may vote on who is to fill the vacant position.

Section 7. VACANCIES: Vacancies in the Board of Trustees caused by any reason other than the removal of a member thereof by a vote of the Owners and which vacancy has a remaining term of less

than six months, shall be filled by a vote of a majority of the remaining trustees at a special meeting of the Board of Trustees held for that purpose promptly after the occurrence of any such vacancy. However if the vacating Board member was an Owner then only the remaining Owner Board members other than Sponsor may elect the replacement Board member. Each person so elected shall be a member of the Board of Trustees until a successor shall be elected at the next annual meeting of the Owners, and the term of the newly elected trustee shall be for the balance of the term of the vacated trusteeship. As to any vacancy having an unexpired term exceeding six months, then said vacancy shall be filled by a person duly elected by the appropriate Owners at a special meeting, and the term of the newly elected trustee shall be for the balance of the term of the vacated trusteeship.

Despite the foregoing, the Grantor or its Designated Transferee, as applicable, shall have the right to appoint a successor as to any vacating Board member who was appointed by the Grantor or its Designated Transferee.

Section 8. ANNUAL MEETING: The Board of Trustees shall hold annual meetings within thirty (30) days of the date that the Owners hold their first meeting, and thereafter after each Owner's annual meeting, said Trustees' annual meetings shall be held at such time and place as shall be fixed by the Unit Owners at the meeting at which such Board of Trustees shall have been elected and no notice shall be necessary to the newly elected members of the Board of Trustees in order legally to constitute such meeting.

In any event, the Board shall meet within two years of the filing date of the Association's Certificate of Incorporation and thereafter on an annual basis.

Section 9. REGULAR MEETINGS: Regular meetings of the Board of Trustees 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 Trustees, but at least two such meetings shall be held during each fiscal year of the Association. Notice of regular meetings of the Board of Trustees shall be given to each member of the Board of Trustees 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 Trustees may be called by the President of the Association on three (3) business days' notice to each member of the Board of Trustees given by mail or telegraph, which notice shall state the time, place and purpose of the meetings. Special meetings of the Board of Trustees 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 Trustees.

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

notice shall be required and any lawful business may be transacted at such meeting.

Section 12. QUORUM OF BOARD OF TRUSTEES: At a meeting of the Board of Trustees, two-thirds of the Trustees 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 Trustees. If at any meeting of the Board of Trustees 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 Trustees shall obtain adequate fidelity bonds for all officers and employees of the Association handling or responsible for Association funds. While the Grantor maintains a majority of the Board, it shall post a fidelity bond in an amount equal to the annual budget. For the second and succeeding years, the bond shall include accumulated reserves. The premiums on such bonds shall constitute a Common Expense.

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

Section 15. LIABILITY OF THE BOARD OF TRUSTEES: The members of the Board of Trustees shall not be liable to the Owners for any

mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the members of the Board of Trustees against all contractual liability to others arising out of the performance of their duties on behalf of the Association unless any action or inaction 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 Trustees shall have no personal liability with respect to any contract made or action taken or not taken by them on behalf of the Association. It is also intended that the liability of any Owner arising out of any contract made or action taken or not taken by the Board of Trustees or out of the aforesaid indemnity in favor of the members of the Board of Trustees shall be limited to such proportion of the total liability thereunder as its 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 Trustees on behalf of the Association shall provide that the members of the Board are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners) and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as its interest in the Common Elements bears to the interest of all Owners in the Common Elements.

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

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

Section 17. GRANTOR'S/DESIGNATED TRANSFEREE'S PROTECTIVE PROVISIONS: Despite anything to the contrary stated in these By-Laws or the Master Deed, the Association or its Board of Trustees, shall take no action which directly or indirectly discriminates against the Grantor and/or its Designated Transferee or their respective rights as set forth in the Master Deed and these By-Laws or impairs in any manner their ability to develop the condominium property and to sell or promote the sale or rental of any Unit(s) or use any Unit(s) for model Units, sales offices and business offices. This Section 17 shall not be amended without Grantor's and/or its Designated Transferee's written consent.

ARTICLE VII

Officers

Section 1. DESIGNATION: The principal officers of the Association shall be the President, Vice-President, Secretary and Treasurer, all of whom shall be elected by the Board of Trustees. The Board of Trustees 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, must be members of the Board of Trustees.

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

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

Section 4. PRESIDENT: The President shall be the Chief Executive Officer of the Association. It shall preside at all meetings of the Unit Owners and of the Board of Trustees. It 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 it may in its 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 its 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 Trustees shall appoint some other member of the Board of Trustees

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 it by the Board of Trustees or the President.

Section 6. SECRETARY: The Secretary shall keep the minutes of all meetings of Unit Owners and of the Board of Trustees; it shall have charge of such books and papers as the Board of Trustees may direct; and it 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 Trustees 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. It 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 Trustees and it shall generally perform all duties incident to the office of Treasurer of a corporation under New Jersey Law. It shall render to the President and the Board of Trustees at the regular meetings of the Board of Trustees whenever either the President or the Board of Trustees shall require, a full account of its 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 Trustees.

Section 10. INDEMNIFICATION OF OFFICERS: Each officer, its 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, its 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. Nothing herein stated to the

contrary shall serve to indemnify members of the Board of Trustees appointed by the Grantor from their fiduciary responsibilities.

ARTICLE VIII

Operation of the Property-Insurance

Section 1. DETERMINATION AND ESTABLISHMENT OF COMMON EXPENSES: The Board of Trustees shall, in accordance with Article IV, prior to the beginning of each fiscal year of the Association, cause the management company to prepare a budget upon receipt by it of recommendations from the Finance Committee. The budget shall determine the amount of monthly assessment 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 Trustees shall allocate and assess the Common Expenses among the Unit Owners according to the percentage as set forth in Exhibit D of 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 assessments on the first day of each month of the fiscal year in advance at the office of the Association. A statement of the aforesaid monthly assessments 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 Trustees 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, and amounts 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 Trustees shall advise all Unit Owners promptly, in writing, of the amount of monthly assessments payable by each of them respectively, as determined by the Board of Trustees, as aforesaid, and shall furnish copies of each budget on which such and monthly assessments are based to all Unit Owners.

Section 2. INSURANCE:

A. The Board of Trustees shall be required to obtain and maintain, to the extent obtainable, the following insurance upon the Common Elements and upon 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 mortgagees 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 replacement value of the condominium property, including all building service equipment and the like, and including all structural or non-structural wall and any equipment within a Unit which is integral part of a Common Element system. This replacement value amount shall be adjusted every three years from the date of this Master Deed based upon the percentage increase in the Consumer Price Index for Metropolitan New York using January 1993 as the base year for determining such increase. In the event that the Consumer Price Index for Metropolitan New York is no longer available, then the substitute index, or if not available, a comparable index, shall be used. Said insurance must protect against at least the following:

(a) loss or damage by fire, flood, 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) 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 One Million Dollars 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, host liquor liability, and such other risks as are customarily covered in similar projects. Any such policy shall be subject to Federal Home Loan Mortgage Association or Federal Home Loan Mortgage Corporation approval, if applicable.

(3) The Association shall maintain adequate fidelity coverage against dishonest acts by its officers, 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 one-fourth 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 10 days prior written notice.

(4) 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 the Federal Home Loan Mortgage Corporation or their successor); and

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

(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 10 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 coinsurance 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).

(5) WORKER'S COMPENSATION: Coverage to meet the requirements of law.

(6) All liability insurance shall contain cross-liability endorsements to cover liabilities of the Association, and the Unit Owners.

(7) Such other insurance as the Board of Trustees may deem proper and necessary, or as required under the Master Deed.

Each Unit Owner shall have the right and should obtain insurance at his(her)(its) own expense, affording coverage upon his(her)(its) personal property, fixtures, appliances, wall and floor coverings, furnishings, including betterments and improvements within the Unit, and for his(her)(its) personal liability 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 to the extent possible 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.

In the event that a Unit Owner does not or cannot obtain Unit insurance coverage from the same company which insures the Association, then in that event the Unit Owner shall be liable and responsible for any gaps in the insurance coverage as between the Association's insurance and the Unit Owner's insurance.

B. All insurance policies maintained by the Association shall be for the benefit of the Association, the Unit Owner, 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 by paying the monthly assessment assessed by the Board of Trustees 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 Trustees.

B. The pro-rata contribution of a member toward the Common Expenses which a member shall be obligated to pay shall be based upon the member's percentage interest in the Common Expenses as the same is set forth in Exhibit D of the Master Deed. No abandonment of the Unit owned by a member or 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.

C. Despite anything to the contrary stated in these By-Laws, as to any Units owned by the Grantor or its Designated Transferee which Units are under development or title has not been conveyed to a purchaser, the assessment levied against such Unit(s) shall not be the full assessment or charge but a lesser amount in accordance with the regulations (N.J.A.C. 5:26-8.66) promulgated pursuant to the Planned Real Estate Development Full Disclosure Act (N.J.S.A. 45:22A-21 et seq.).

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

Section 5. DEFAULT IN PAYMENT OF ASSESSMENTS AND CHARGES: All monthly assessments, special assessments late charges, fees and other charges levied by the Association and chargeable to and payable by a member for its Unit shall constitute a lien against said Unit in favor of the Association upon the filing of such lien

or notice of lien with the office of the Passaic County Register. 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 incur the late payment fees stated in Article IV.

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 the late payment fees 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 for 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 in accordance with the time periods set forth in Article 19 of the Master Deed. As part of such legal action the Association shall be entitled to recover late payment fees as hereinabove provided on such sum or sums, together with the reasonable expenses of such action, including costs and attorney's fees.

The provisions of Article 19 of the Master Deed as relates to unpaid assessments or charges are made a part of these By-Laws.

Section 6. MAINTENANCE AND REPAIR:

A. All maintenance, repairs and replacements to the Common Elements, except as hereinafter provided, whether located inside or outside of the Units (unless necessitated by the negligence, misuse, or neglect of a Unit Owner, their 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 the Unit Owners as a Common Expense (Exhibit D to the Master Deed).

B. All maintenance, 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 its failure to promptly and/or carefully perform any such maintenance and repair work.

C. The Unit Owner shall be responsible for the repair, use, maintenance and replacement of the Unit's appliances, fixtures, mechanical systems, heating and air-conditioning equipment and hot water heater.

D. Articles 23 and 24 of the Master Deed are incorporated in these By-Laws.

Section 7. PORCHES, PATIOS, STOOPS, STAIRS AND DRIVEWAYS: A porch, patio, stoops, stairs, or driveway (all the foregoing being Limited Common Elements) which is appurtenant to a Unit shall be for the exclusive use of the Unit Owners of such Units. Any such Limited Common Element shall be kept free and clean of debris, dirt, snow and any other accumulation, as applicable, and maintained by the Unit Owners of such Units who shall be responsible for all maintenance, repairs and replacements of such Limited Common Elements. Despite the foregoing provision the Association shall be responsible for the repair, maintenance and replacement of the Unit's driveway as well as snow plowing of the driveways when there is more than 2 inches of snow. The Association shall be responsible for the repair, maintenance and replacement of the Units' porches, subject to the provisions stated in the Master Deed. The Unit Owner(s) shall be responsible for abating any municipal violations to said Limited Common Element.

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 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, peaceful enjoyment 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, except as permitted in the Master Deed.

(e) Those restrictions set forth in the Master Deed.

The foregoing restrictions shall not be interpreted in any manner so as to prevent, restrict, interfere with or delay Grantor's construction of the condominium development or its ability to maintain model units and sales offices as well as the right to sell and lease Units.

Section 9. ADDITIONS, ALTERATIONS OR MODIFICATIONS: No Unit Owner shall make any structural additions, alterations, changes to a Unit's exterior (walls and roof) finish, design and materials or improvements in or to its Unit (or elsewhere on the Property) without the prior written consent thereto of the Board of Trustees or impair any easement without the written consent of the Board of Trustees or of the Unit Owner(s) for whose benefit such easement exists. The provisions of this Section shall not apply to the Units owned by the Grantor or its Designated Transferee until such Units shall have been initially sold by the Grantor and paid for. The Grantor, while in control of the Association, will not make any additions, alterations, purchases or improvements that will cause a special assessment or a substantial increase in the monthly assessment, except in cases of emergency or if required by a governmental agency or a mortgage lender. Additionally, Grantor will not cast any votes as to change the use of any Units or cause an encroachment upon the Common Elements.

Section 10. USE OF COMMON ELEMENTS: A Unit Owner shall not place or cause to be placed in, on or about the Common Elements, other than the areas designated as storage areas, any furniture, packages, or objects of any kind. The Common Elements shall be used for no purpose other than for normal transit. In no event shall any hazardous or flammable item be stored or placed in, on or about the Common Elements.

The Association shall have the right to adopt rules and regulations regarding the use of all Common Elements, especially but not limited to the parking areas.

Section 11. RIGHT OF ACCESS: A Unit Owner shall grant a right of access to its 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 its Unit and threatening any other Unit or Common Element, or for the purpose of performing installations, alterations, or repairs to the mechanical, utility or electrical services or other Common Elements in its 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 an 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 its written consent has been obtained), provided the making of such alterations and improvements is first authorized by the Board of Trustees of the Association and, if the cost of same exceeds Ten Thousand (\$10,000.00) Dollars, for one contract or Twenty Thousand (\$20,000) Dollars, in total, for all such work in any one fiscal year, said work is approved as required under Article IV, Section 3E. The costs of such alterations and

improvements shall be assessed as Common Expenses, unless in the judgment of not less than two-thirds of the Board of Trustees, 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 Trustees.

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 a majority of the Unit Owners. Copies of such rules and regulations shall be furnished by the Association to each Unit Owner. In conjunction with the adoption of such rules and regulations, the Board may include the levying of fines and penalties in the event of a violation.

Section 14. GRANTOR'S PROTECTIVE PROVISIONS: As long as the Grantor holds one Unit for sale in the ordinary course of business, the following shall apply despite anything to the contrary stated in these By-Laws or the Master Deed and shall not be amended:

(a) Neither the Association nor the Board of Trustees shall take any action that will impair or adversely affect the rights of the Grantor as set forth in the Master Deed and these By-Laws or cause the Grantor to unilaterally suffer any financial, legal or other detriment, including, but not limited to, any direct or indirect interference with the Grantor's construction, development, sale, leasing or use of Grantor's Units, or Grantor's right to use

the Common Facilities, the construction and development of the Condominium Property, and its rights to maintain "FOR SALE" signs and other similar advertising material.

(b) The Grantor shall not be liable for any assessments relating to new capital improvements unless it consents to same.

(c) The Association and its Board of Trustees shall continue the same level of maintenance, operation and services as provided immediately prior to the Grantor relinquishing control of the Board of Trustees.

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 Association at 6 Brighton Road, Clifton, New Jersey, or at such other place as may be fixed, from time to time, by the Board of Trustees and designated in the notice of such meeting. The first annual meeting of the Unit Owners shall be held during the twenty-third month from the date of filing of the Association's Certificate of Incorporation. Thereafter an annual meeting of the Unit Owners shall be held on the first Monday of the same month in which the first annual meeting was held 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 in accordance with Article VI elect a Board of Trustees 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 Trustees and must be called by such officers upon receipt of a written request of twenty-five (25%) percent 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 Trustees shall fix in advance a date as the record date for such determination. Such date shall not be more than forty-five (45) days 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 Members 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 forty-five (45) 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 Member who signs a waiver of notice either in person or by proxy, whether before or after the meeting. The attendance of any Member 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 it.

Section 6. QUORUM: The presence in person or by proxy of Members holding at least fifty-one (51%) percent or more of the votes eligible to be cast by all the Members shall constitute a quorum at a meeting of the Members. In the event that there is not the required quorum present then at the adjourned meeting the required quorum shall be only thirty (30%) percent or more of the votes eligible to be cast by all the Members.

Section 7. MAJORITY VOTE: The vote by a majority of the Members at a meeting at which a quorum shall be present shall be binding upon the Members 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. Each Unit shall have two votes. 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 Owner, the votes allocable to such

Unit may be divided in any manner as the 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 Owners shall not be entitled to a vote so long as it continues to be so held. Votes may be cast by each Owner in person or by its proxy when filed 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 appointed time of the meeting. A proxy is valid only for the particular-meeting designated therein. A proxy may be revoked by the 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, an Owner shall be deemed "in good standing" and shall therefore be entitled to vote as herein provided at any meeting of Owners subject, however, to the limitations of Section 8 of this Article, if said Owner shall have fully paid all then due assessments and charges as permitted by these By-Laws, levied against its Unit and itself 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 Owner and its 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 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 OF OWNERS-APPROVAL OR DISAPPROVAL: Any action that may be taken by a vote of the Owners may be taken without a meeting (provided the laws of the State of New Jersey so provide) on written consent of the Owners, duly acknowledged, setting forth the action so taken or to be taken by the Owners holding in interest the majority of the total outstanding votes of all 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.

Section 12. MISCELLANEOUS PROVISIONS: Despite anything to the contrary contained in the Master Deed or these By-Laws, the following provisions shall control:

a. Open Meetings of Association

i. Open Meetings

All meetings of the Board of trustees of the Association, except conference or working sessions at which no binding votes are to be taken, shall be open to attendance by all Unit Owners.

ii. Restrictions to Open Meetings

Despite i. above, the Association's Board of Trustees may exclude or restrict attendance at those meetings or portions of meetings dealing with the following:

- A. Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy;
- B. Any pending or anticipated litigation or contract negotiations;
- C. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer, or
- D. Any matter involving the employment, promotion, discipline, or dismissal of a specific employee of the association.

iii. Minutes at Open Meetings

At each meeting required to be open to all Unit Owners, minutes of the proceedings shall be taken, and copies of those meetings shall be made available to all Unit Owners before the next open meeting.

- A. The Association shall keep reasonably comprehensible minutes of all its meetings showing the time and place, the members present, the subjects considered, the actions taken, the vote of each member, and any other information required to be shown in the minutes by the bylaws. Such minutes shall be

made available to the public within thirty
(30) days after the meeting.

b. Notice Requirements for Open Meetings

i. Notice

Adequate notice of any open meeting shall be given to all Unit Owners.

ii. Adequate Notice

Adequate notice means written advance notice of at least 48 hours, giving the date, time, location and, to the extent known, the agenda of any regular, special, or rescheduled meeting such notice shall accurately state whether formal action may or may not be taken. This notice shall be:

A. Prominently posted in at least one place within the condominium property reserved for such or similar announcements.

B. Mailed, telephone, telegraphed or hand delivered to at least to newspapers designated by the Association's Board of Trustees.

C. Filed with the Association's secretary or individual responsible for administering the Association's business office.

iii. Annual Posting of Open Meetings

At least once each year within (7) seven days following the annual meeting of the Association, the Board of Trustees shall post and maintain

posted throughout the year, notice of meetings in those locations set forth above.

Emergency Meetings

In the event that the Board of Trustee's meeting is required to deal with such matters of urgency and importance that delay, for purpose of providing 48 hours advance notice would result in substantial harm to the interests of the Association the notice shall be deemed adequate if it is provided as soon as possible following the calling of the meeting.

ARTICLE X

Committees

Section 1. Upon fifty percent of all the Units being conveyed by Grantor, the standing committees of the Association shall be: The Nominations Committee, the Financial Committee, the House and Grounds Committee and the Judicial 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 Trustees for board contact. The committees shall be appointed by the Board of Trustees 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 Trustees 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 House and Grounds Committee shall advise the Board of Trustees on all matters pertaining to the maintenance, repair or improvement of the Common Elements and Facilities of the Condominium property and shall perform such other functions as the Board in its discretion determines.

Section 4. JUDICIAL COMMITTEE: The Board of Trustees shall establish annually a Judicial Committee consisting of one Board member and two Owners.

The Judicial Committee shall insure compliance with the terms, provisions and conditions of the Master Deed, By-Laws and any Rules and Regulations of the Association. In furtherance of same the Committee shall have the power to issue a cease and desist Order to the Owner or the appropriate party whose actions are inconsistent with the above-stated documents. The Committee shall also be responsible to provide interpretations of the above-stated documents upon request by any Owner or Trustee. In regard to the foregoing powers the Committee may not take any action against an Owner(s) except in the case of an emergency nature, without first giving the involved Owner(s) a hearing upon a ten (10) day written notice. At such hearing the Owner(s) shall have the opportunity to be heard, present witnesses, and cross-examine witnesses, as to alleged violations, with or without counsel. As to any emergency actions taken by the Committee, a hearing shall still be held within fifteen (15) days after the Committee's action upon notice to the involved Owner(s).

The Judicial Committee shall also have the authority to hear disputes between Owners and the Association as well as between individual Owners. Any aggrieved party shall have the right to request the Committee to hear such dispute(s) by requesting such a hearing in writing. The request shall set forth the nature of the dispute and all interested parties. The Committee shall hold a hearing no earlier than fifteen (15) days nor later than forty-five (45) days after receipt of the written request. At the hearing all parties shall have the right to be heard, with or without counsel, and the right to present witnesses and other testimony as well as the right to cross-examine witnesses.

Any action, ruling or decision by the Judicial Committee may be appealed to the Board of Trustees by an interested party. The Board, by a majority vote of all its Trustees, may affirm, modify or reverse the action, ruling or decision of the Judicial Committee.

The Judicial Committee shall have the right, after holding a hearing, and upon an affirmative vote of two members of the Committee to take any one or more of the following actions: (1) to levy a fine which shall be deemed to be an added assessment; or (2) to suspend or condition the right of an Owner as to its (his) (her) (their) voting rights. The Committee shall be entitled to collect from the Owner all costs and expenses, if any, incurred by the Committee relative to the adjudged violation. If the Committee finds that no violation has occurred, then such costs and expenses,

if any, shall be paid by the complainant. In either case, such costs and expenses shall be deemed to be an added assessment.

The failure to the Board or the Judicial Committee to enforce the Rules and Regulations of the Association, these By-Laws or the Master Deed shall not constitute a waiver of the right to enforce the same thereafter. The remedies set forth above and otherwise provided by the By-Laws shall be cumulative, and none shall be exclusive. However, any individual Owner must exhaust all available internal remedies of the Association prescribed by these By-Laws, or by the Rules and Regulations of the Association, before that Owner may resort to a court of law for relief with respect to any alleged violation of the Master Deed, these By-Laws or the Rules and Regulations of the Association by another Owner or occupant that the foregoing limitation pertaining to exhausting administrative remedies shall not apply to the Board or to any Member where the complaint alleges nonpayment of Annual Assessments or Special Assessments.

Section 5. FINANCIAL COMMITTEE: The Financial Committee shall (a) supervise and approve the annual audit of the Association's books, (b) assist the Management Company, as may be requested, in the preparation of the annual budget; (c) oversee the preparation of the balance sheet statement; for presentation to the Board for its consideration and adoption. The treasurer shall be an ex officio member of the Committee.

Section 6. With the exception of the Nominations Committee each committee shall have the power to appoint a subcommittee from

among its membership and may delegate to any such sub-committee any of its powers, duties and functions.

Section 7. 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 without hearings and refer all other complaints to the Judicial Committee for its disposition.

ARTICLE XI

Obligation To Institutional Holders Of First Mortgages

The Association and its Board of Trustees shall be bound by and shall comply with the terms and provisions of Article 27 of the Master Deed. The terms and provisions of said Article 27 are incorporated herein as if set forth at length.

ARTICLE XII

Records

Section 1. RECORDS AND AUDIT: The Board of Trustees shall keep detailed records of its actions, minutes of the meetings of the Board of Trustees, minutes of the meetings of the Owners and financial records and books of account of the Association, including a 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. While the Grantor maintains a

majority of the Association's Board, it, and thereafter the Association, shall have an annual audit of the Association funds prepared by an independent certified public accountant. A copy of the audit report shall be delivered to all Owners, within ninety days after the end of the Association's fiscal year, and to all mortgagees of Units who have requested the same. The audit shall cover the operating budget and reserve accounts. The cost of the audit shall be a Common Expense.

ARTICLE XIII

Dissolution

Section 1. PROCEDURE: Upon a vote of at least eighty (80%) percent 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 its proportionate share of the Common Elements owned prior to termination. As to any deed of revocation withdrawing the entire property from condominium status, the deed shall be signed by all Owners and the holders of mortgages or other liens affecting all Units, all as is provided in New Jersey Statutes Annotated, 46:8B-26 et seq.

ARTICLE XIV**Compliance with By-Laws and Master Deed**

The within By-Laws, 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 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 Owner. If suit has been instituted by the Association and the Owner has been found by the Court to have committed the violation complained of, the 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 Owner from bringing an action for relief against another Owner or Unit Owners for a violation which affects such aggrieved 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 Trustees may hereafter designate from time to time in writing to all Owners and to all first mortgagees of any Unit or Lot. All notices to any Owner shall be sent by registered or certified mail other than notices as to Association Meetings,

which may be sent ordinary mail, to the address designated for its Unit or Lot, or to such other address as may have been designated by such Owner from time to time in writing to the Association. All notices to mortgagees of Units or Lots 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 seventy-five (75%) percent of all the votes eligible to be cast by all Owners (whether or not present) at a meeting of Unit Owners duly held for such purpose. In the event that at a meeting called for the purpose of making an amendment to these By-Laws, a quorum is not obtained, then in that event at the adjourned meeting the aforestated required percentage shall be reduced to forty (40%) percent provided at least ten days written notice has been given to all Owners as to the adjourned meeting date.

Despite anything to the contrary stated in these By-Laws, there shall be no amendment to it if said amendment shall impair or prejudice the rights and priorities of any mortgagee holding a mortgage encumbering any Unit.

The Grantor shall not cast any votes held by it for unsold Units for the purpose of amending the Master Deed, By-Laws or any other document for the purpose of changing the permitted use of a Unit or for the purpose of reducing the Common Elements or any facility.

No amendment shall impair or adversely affect the rights of the Grantor or its Designated Transferee or cause either of them to suffer any financial, legal or other detriment or assess either of them for capital improvements or directly or indirectly interfere

with their sale, lease or ownership of any Unit or their use of their Units or the Common Elements unless the Amendment has been consented to by the Grantor or its Designated Transferee.

Modifications and amendments shall be recorded with the Passaic County Register's Office in order for the same to be valid and operative. Insofar as rights are conferred upon the Grantor or its Designated Transferee by these By-Laws, same may not be amended or modified (as to those portions only) without the consent in writing of the Grantor or its Designated Transferee, so long as the Grantor or its Designated Transferee 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.

DATA\TEMP\GYS\24320

THE MEWS AT ALLWOOD

Clifton, New Jersey

PERCENTAGE INTEREST IN COMMON AREA AND SHARE OF CONDOMINIUM FEES

The monthly condominium fees indicated are based on an ANNUAL BUDGET OF \$173,142. with a MONTHLY REQUIREMENT OF \$14,428.50

CONDOMINIUM ASSOCIATION MONTHLY FEES

| | <u>PERCENTAGE INTEREST</u> | <u>MONTHLY FEE</u> | <u>ANNUAL FEE</u> |
|----------|--------------------------------|------------------------|-----------------------|
| ALLWOOD | .70497 | \$101.72 | \$1,220.61 |
| BRIGHTON | .76675 | \$110.63 | \$1,327.58 |
| CHELSEA | .78480 | \$113.38 | \$1,360.55 |
| DEVON | .86746 | \$125.16 | \$1,501.95 |

DEED FOR CONDOMINIUM UNIT

THIS DEED, made this _____ day of _____ in the year One Thousand Nine Hundred and Ninety-

BETWEEN

BEAZER HOMES, INC.

a Delaware corporation, authorized to do business in New Jersey, having an office at
6 Brighton Road
Clifton, New Jersey
(hereinafter referred to as "GRANTOR");

AND

(hereinafter referred to as "GRANTEE").

WITNESS, that the said Grantor, for and in consideration of

(\$ _____) Dollars, lawful money of the United States of America, to it in hand well and truly paid by the said Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said Grantor being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, released, conveyed and confirmed, and by these presents does give, grant, bargain, sell, release, convey and confirm to the said Grantee and to his (their) heirs, legal representatives, successors and assigns, forever, the following described property situate, lying and being in the City of Clifton, County of Passaic, and State of New Jersey:

Known and designated as Unit _____ in Building _____ in The Mews at Allwood, a Condominium, together with an undivided _____ percentage interest in the Common Elements appurtenant thereto in accordance with and subject to the terms, limitations, conditions, covenants, restrictions and other provisions of the Master Deed dated _____ and recorded on _____, in the Passaic County Register's Office in Deed Book _____ at 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.

Prepared By: _____

The premises are further described and identified as being a part of tax Lot in Block 56.04 as shown on the Tax Map of the City of Clifton.

Being a part of the premises conveyed to Grantor by Deed Book 132 at page 305 et seq.

SUBJECT to the provisions of the New Jersey Condominium Act, its supplements and amendments, and to the conditions, restrictions, covenants and agreements set forth in the Master Deed aforesaid, including the By-Laws of Association, and any amendments thereto, all of which restrictions, payments of charges, and all other covenants, agreements, obligations, conditions and provisions are incorporated in this deed by reference and constitute and shall constitute covenants running with the land, equitable servitude and liens to the extent set forth in said documents and as provided by law, and all of which are accepted by the Grantee as binding and to be binding on the Grantee and his (their) or its heirs, successors, 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 and singular, the premises herein described, together with the appurtenances, to the Grantee and to the Grantee's proper use and benefit forever.

AND THE GRANTOR covenants that it has not done nor executed, nor knowingly suffered to be done, any act, deed or thing whatsoever whereby, or by means whereof, the premises conveyed herein, or any part thereof, now are or any time hereafter will or may be charged or encumbered in any manner or way whatsoever.

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

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

ATTEST:

BEAZER HOMES, INC.

By: _____

CONDOMINIUM UNIT DEED

to

BEAZER HOMES, INC.

STATE OF NEW JERSEY:

SS

COUNTY OF :

I CERTIFY that on , 19 , personally came before me this person acknowledged under oath, to my satisfaction that: (a) this person is the Secretary of Beazer Homes, Inc., the corporation named in this Declaration; (b) this person is the attesting witness to the signing of this Declaration by the proper corporate officer who is the President of the corporation; (c) this Declaration 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 Deed; (e) this person signed this proof to attest to the truth of these facts; and (f) that the full and actual consideration paid for transfer of title to realty as evidenced by the within Deed as consideration is defined in P.L. 1968 c. 49, Section 1(c) is \$.

Signed and sworn before me on , 19 .

_____, Secretary

SUBSCRIPTION AND PURCHASE AGREEMENT

DATE: _____

SELLER: **BEAZER HOMES, INC.**

ADDRESS: 6 Brighton Road, Clifton, New Jersey 07012

BUYER(S): _____

ADDRESS: _____

TELEPHONE NO.: (H) _____ (W) _____

UNIT NO.: _____ BUILDING NO.: _____ MODEL/TYPE: _____

PROPERTY ADDRESS: _____, Clifton, New Jersey

1. **DESCRIPTION.** The Seller agrees to sell and the Buyer agrees to buy the property ("Property") described herein.
2. **PROPERTY.** The Property consists of Unit No. _____ in Building No. _____ at The Mews At Allwood, A Condominium, together with an undivided _____% interest in the Common Elements, as set forth in the Master Deed of The Mews At Allwood, A Condominium, which has been or is about to be recorded in the Office of the Passaic County Register.
3. **PURCHASE PRICE.** The purchase price is \$ _____ and shall be paid as follows:

| | |
|---|----------|
| INITIAL DEPOSIT (if any): | \$ _____ |
| BALANCE OF 10% DEPOSIT DUE ON _____, 19____ | \$ _____ |
| AT CLOSING OF TITLE, IN CASH OR CERTIFIED CHECK: | \$ _____ |
| TOTAL: | \$ _____ |
4. **DEPOSIT MONIES.** All monies paid on deposit shall be held in escrow by Brach, Eichler, Rosenberg, Silver, Bernstein, Hammer & Gladstone, Attorneys, 101 Eisenhower Parkway, Roseland, New Jersey 07068 in a non-interest bearing account entitled "Allwood Mews Deposit Escrow Account" at United Jersey Bank, South Livingston Avenue, Roseland, New Jersey, until title closing or termination of this Agreement.

5. EXTRAS. Within two (2) weeks from the date of execution of this Agreement, Buyer may be asked by Seller to choose any extras that Buyer wishes to order and make appropriate selections of items to be installed within the Unit. All extras are to be paid for in full at time of ordering.

6. MORTGAGE CONTINGENCY.

A. This Agreement is contingent upon the ability of Buyer to secure a mortgage commitment from a lending institution of Buyer's choice for a mortgage in the amount of \$_____ within forty-five (45) days after signing this Agreement, for a term of thirty (30) years or less and at prevailing rates of interest and terms. The Buyer agrees to diligently pursue said mortgage commitment and the Buyer's failure to do so may be deemed a default under this Agreement. In the event Buyer has not secured a mortgage commitment within said forty-five (45) day period because Buyer's mortgage application has been denied by a licensed mortgage broker or lending institution and Buyer is unable to secure a mortgage commitment, Buyer shall so notify the Seller in writing within five (5) days after the expiration of this contingency period. In the event Buyer does not so notify Seller in writing that the Buyer has not obtained a mortgage commitment, Buyer shall have waived this contingency and the Seller will proceed with construction accordingly. In the event the Buyer is unable to secure a mortgage commitment within the period described above, and so notifies the Seller, then the Seller may, at its option, attempt to secure a mortgage commitment on behalf of Buyer within forty-five (45) days after its receipt of Buyer's notice. In this event, the Buyer agrees to cooperate fully with the Seller by promptly completing all forms and or other documentation necessary for the Seller to attempt to procure a mortgage commitment on behalf of the Buyer.

The Buyer agrees to make best efforts to obtain a mortgage commitment and fully cooperate with the applicable lender by promptly providing any requested documents and/or financial information necessary to process Buyer's mortgage loan. The Buyer will be solely responsible for any fees, charges or deposits of any

kind imposed by a lender as a condition of considering an application, issuing or extending the commitment, or closing the loan. In the event a lender issues a commitment, the Buyer shall accept the commitment and shall promptly sign all documents, fulfill all conditions and otherwise comply with any directions issued by the lender. In the event Buyer fails to accept a commitment or fulfill any conditions contained in said commitment or comply with the Lender's directions, Buyer shall be in default hereunder. Upon receipt by the Buyer of a commitment, conditional or otherwise, this contingency will be deemed satisfied. Buyer shall be solely responsible to insure that the commitment is in effect on the date of closing and will pay any or all additional fees or charges and consent to any modification of the terms of the commitment if so required by the Lender as a condition of permitting any necessary extension of the commitment. Buyer understands that Buyer must satisfy the applicable Lender's criteria as to credit worthiness and that in the event a commitment is issued, this contingency shall be satisfied despite the subsequent withdrawal of the commitment due to the Buyer's credit worthiness becoming unacceptable to the Lender.

In the event that a mortgage commitment is not obtained, as stated above, then Seller shall immediately refund to Buyer all deposit monies paid without interest within ten (10) business days.

The Buyer represents that he/she has sufficient cash available, together with the proceeds of any mortgage being applied for, to complete this transaction.

7. **CONDOMINIUM ASSOCIATION AND CHARGES.** The administration and management of the Condominium shall be in accordance with the provisions of the New Jersey Condominium Act, N.J.S.A. 46:8B-1, et. seq., and of the Master Deed, By-Laws and other documents legally adopted pursuant thereto. Said administration and management shall be performed by an Association and Buyer agrees to be bound by the Master Deed and By-Laws of the Association and any rules and/or regulations of the Association. Buyer hereby subscribes to and accepts membership in said Association and agrees that in addition to the purchase price and other costs stated within this Agreement,

Buyer will pay to the Association at closing of title a one-time, non-refundable membership fee in an amount equal to the Unit's then current monthly maintenance, which sum shall be for the use of the Association as working capital. This one-time membership fee is non-refundable, non-transferable and shall not be credited to the Buyer by the Association upon the sale by the Buyer of his Unit. In addition, Buyer shall pay to the Association at time of closing a sum which represents one (1) times the then current monthly maintenance attributed to the Unit which sum shall be for the use of the Association as part of its Reserve Fund and shall be non-refundable and nontransferable. Furthermore, purchaser shall be responsible for the pro-rata maintenance fee for the remainder of the month during which closing occurs. In addition, Buyer shall be responsible for a prorated amount equal to Buyer's Unit's share of the Association's first year's insurance premiums for a one (1) year period.

8. LEGAL REPRESENTATION. Buyer acknowledges that Seller's attorney represents the Seller only and does not represent the Buyer. Thus, Seller urges Buyer to secure legal counsel at Buyer's expense, in order to better protect Buyer's interests.

9. TITLE. At closing of title, the Seller shall deliver a Bargain and Sale Deed with Covenants Against Grantors Acts, a sample of which can be found in the Public Offering Statement, which means that the Seller will promise that it has not allowed anyone to obtain any legal right which will affect the Property and the standard Affidavit of Title. Any mortgage affecting the Unit shall be released or discharged as to said Unit upon closing of title and said release or discharge shall be paid out of the proceeds of the closing. The Buyer acknowledges that no executed releases or discharges will be available at the closing of title to release or discharge the Unit. Rather, the amount to release the Unit from the lien of the construction or any other mortgage, shall be paid out of the proceeds of the closing and forwarded to the bank together with a Release of Part of Mortgaged Property to be executed by the lending institution and then forwarded to the Buyer's attorney for recording, for which the Buyer's attorney

shall be paid \$30.00 out of the proceeds of the closing. Seller shall provide at the time of title closing a statement from the lending institution setting forth the amount of monies necessary to obtain the release or discharge. Seller covenants that title is marketable such as to be insurable by a reputable insurance company licensed to do business in the State of New Jersey, and at regular rates. The Property is to be sold subject to the following, provided that same does not render title unmarketable and does not prohibit the use of the premises as a residential condominium dwelling:

A. The restrictions, declarations, covenants, easements and agreements set forth in the Master Deed, and other matters contained in said Master Deed, any exhibits attached thereto and any amendments thereof;

B. The Certificate of Incorporation and By-Laws of the Condominium Association and any Rules and Regulations promulgated thereby;

C. The provisions of the New Jersey Condominium Act N.J.S.A. 46:8B-1, et seq. and any amendments thereof;

D. Covenants, grants, easements and restrictions of record, if any; municipal, county, state and federal laws or regulations governing the use of the premises; and such facts as an accurate survey and inspection of the premises would disclose.

In any event, the willingness of Commonwealth Land Title Insurance Company [Riverside Title Agency, Inc., Florham Park], a title insurance company licensed to do business in the State of New Jersey, to insure the Buyer at regular rates, subject to those items mentioned above, shall constitute a good and marketable title for purposes of this agreement, although Buyer is not required to obtain title insurance from that company.

In the event title is found to be unmarketable after Seller has been notified of the alleged unmarketability by Buyer and within thirty (30) days after receipt of the notice Seller is unable to cure the title problem, Seller shall return all deposit monies to Buyer, without interest, within ten (10) business days, and shall reimburse Buyer for the costs of any title searches and

survey certifications actually incurred by Buyer. In such event, there shall be no further obligations between the parties hereto and this Agreement shall be void and of no effect. Buyer shall accept the Deed at title closing, acknowledging that all on-site improvements are to be privately owned and the responsibility of the Condominium Association. Seller agrees to pay all costs for on-site improvements included in the plans and specifications approved by the various municipal bodies and to complete said improvements after closing of title in a timely fashion. Buyer acknowledges that this Agreement shall not be recorded or filed in any court or public office and that this Agreement, or any of its parts, will not encumber title in the event Buyer records or files this Agreement in direct contravention of this paragraph.

10. DAMAGE BY FIRE OR OTHER CASUALTY.

A. Should the Unit be partially damaged by fire, storm, or other casualty, between the date of contract signing and the date of closing of title, this Agreement shall not be impaired. Any such damage shall be the responsibility of the Seller and Seller shall be obligated to repair the damage. All terms and conditions of this Agreement shall remain enforceable.

B. In the event the Unit is substantially or totally damaged as a result of fire, storm, or other casualty, the Seller shall have the option to repair all damage at Seller's own cost or the Seller may void this Agreement and refund all deposit monies to Buyer, without interest. In the event Seller chooses to repair the damage, the time for completion of the Unit shall be extended for the period of time that Seller reasonable requires to complete all repairs. The Seller shall give the Buyer notice within sixty (60) days of the occurrence as to whether the Seller shall be voiding the contract or repairing the damage.

C. In the event the Seller chooses to repair the damage, Seller shall notify the Buyer of the revised estimated completion date. In the event said notice states that completion will be delayed by more than six (6) months from the estimated closing date contained herein, the Buyer may then cancel the contract and

receive a refund of deposit monies, without interest; within ten (10) business days.

11. REAL ESTATE TAXES, UTILITY CHARGES, MUNICIPAL IMPROVEMENTS.

Real estate taxes and utility use charges shall be apportioned as of the date of closing in that the Seller shall be responsible for taxes and utility charges assessed against the Unit for the period of time prior to closing. Any utility deposits or utility company meter charges shall be the responsibility of the Buyer. Seller shall be responsible for any assessment levied against the Unit when such assessment is for a period prior to the closing.

12. DEFAULTS BY BUYER AND SELLER.

A. In the event Buyer fails to make any payments due under this Agreement, fails or refuses to sign any documents required to close title, refuses to pay any costs required by this Agreement or fails to keep any promises made by the Buyer pursuant to this Agreement, the Seller shall provide written notice of Buyer's failure (also known as a default). If Buyer fails to correct said default within ten (10) days after receipt of notice from Seller, the Seller may terminate this Agreement, retaining all monies paid and/or promised to be paid by Buyer, to a maximum amount of ten (10) percent of the purchase price. In addition, Seller shall retain the full cost of any installed extras that were requested by Buyer. The amount retained by the Seller shall be considered "liquidated damages" based upon an understanding between the parties hereto that the Seller will have suffered damages due to the withdrawal of this Unit from sale to the general public. The damages suffered by the Seller as a result will be substantial, but incapable of determination with mathematical precision. It is agreed by the parties that the amount retained by the Seller is not a penalty but rather a mutually beneficial estimate of damages suffered by Seller.

B. In the event Seller's title proves unmarketable or if Seller fails to comply with any of its obligations contained herein, for any reason whatsoever, except for Seller's arbitrary and willful refusal to close title, the Seller's sole responsibility shall be to return deposit monies, without interest,

as well as the Buyer's actual costs for title search and survey, if any. Upon such repayment, this Agreement shall be terminated, releasing Buyer and Seller from all further obligations hereunder.

13. CLOSING OF TITLE.

A. "For purposes of this Agreement, the issuance of the Certificate of Occupancy means that the Seller has completed all of the items required by the appropriate building codes, that the Unit is complete and that the Seller has the right to require the Buyer to close subject to Seller's obligation, after closing, to finish "punch list" items as described in Paragraph 20. Sometimes the Certificate of Occupancy is marked "Temporary" or "Conditional", which means that the Seller is required to perform additional work after the closing in order for the Certificate of Occupancy to become final. This may include work by the Seller which is off the property or it may be as a result of work which cannot be completed during the time of year in which the closing occurs. For example, if the closing occurs in February, the Seller may not have completed the final grading or seeding or landscaping and cannot do so until the Spring. For purposes of this Agreement, when a Certificate of Occupancy is issued, whether it be permanent, conditional or temporary, the Seller has a right to require the Buyer to close title. No monies shall be held back from the sums due Seller by the Buyer at closing because items may still need to be repaired, installed or completed. In no event shall the Buyer be required to close title prior to the issuance of a Certificate of Occupancy.

B. Closing of title shall take place at the offices of Brach, Eichler, Rosenberg, Silver, Bernstein, Hammer & Gladstone, 101 Eisenhower Parkway, Roseland, New Jersey. The Buyer shall be obligated to pay the sum of \$200.00 to the Seller's attorney in the event closing must occur outside the offices of Brach, Eichler, Rosenberg, Silver, Bernstein, Hammer & Gladstone, attorneys, but within New Jersey, and \$300.00 in the event closing must occur outside of New Jersey.

C. The estimated date for completion of the Unit shall be _____, 19____. The Buyer's acceptance of the Deed shall

be considered an acknowledgment by Buyer that the Unit is in good condition and ready for occupancy. It will also be considered the Buyer's acknowledgment that Seller has complied with this Agreement, subject only to Seller's continuing obligation to complete "punch list" items as described in Paragraph 20. The Seller shall provide Buyer's attorney with a two (2) weeks notice specifying a date and time of closing prior to the date the Seller's attorney establishes for closing. In the event Buyer delays closing for more than seven (7) days after the date scheduled by Seller, Buyer shall then pay to Seller the sum of \$80.00 per day until title closing takes place. The Buyer and the Seller agree that said sum shall compensate the Seller for additional carrying charges and expenses sustained by Seller due to the Buyer's delay in closing title. In no event shall the total per diem charges exceed ten (10%) percent of the purchase price. This limitation shall not be construed to limit Seller's rights to liquidated damages and the full costs of any and all installed extras as set forth in paragraph 12 above. The parties hereto acknowledge that Seller is not obligated to extend the closing date, but that an agreement to do so shall not impair the Seller's right to establish a time of the essence closing.

D. In the event the Certificate of Occupancy is not obtained prior to the date set forth above, closing shall automatically be extended until the Certificate of Occupancy is issued. If the delay in issuance of the Certificate of Occupancy extends beyond one hundred and eighty (180) days from the date set forth above, the Buyer shall have the right to terminate this Agreement if Buyer gives a thirty (30) day written notice to Seller and Seller is unable within the thirty (30) day period to obtain the Certificate of Occupancy and close title pursuant to this Agreement. In this event, all deposit monies would be returned to the Buyer, without interest, and the parties hereto would be released from any further obligations with respect to this Agreement.

E. Despite anything to the contrary stated in the above subparagraphs Buyer shall not have to close title before the above stated date unless Buyer consents to the earlier closing date.



City of Clifton

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING
900 CLIFTON AVENUE
CLIFTON, NEW JERSEY 07013

JAMES J. YELLEN, P.E., L.S.
CITY ENGINEER
DIRECTOR OF PUBLIC WORKS

(201) 470-5793

June 2, 1993

Mr. Alan Mayer
Beazer Homes
6 Brighton Rd.
Clifton NJ 07012

Dear Mr. Mayer:

This is to advise that in accordance with the Condominium Services Law of New Jersey, the City of Clifton will provide on site collection of refuse and recyclable materials to your project, The Mews at Allwood, on Brighton Road in Clifton provided that your on-site roadways conform to all current City of Clifton specifications for public streets (except for width).

Sincerely,

James J. Yellen, P.E., L.S.
City Engineer

RECYCLING RULES AND REGULATIONS 79

GRASS COLLECTION

Grass collection will resume beginning the week of April 26th, 1993. Grass will be collected once a week, during your first regular garbage pick-up day (i.e., Monday, Tuesday or Wednesday). Residents will have the option to place their grass clippings in either biodegradable "**PAPER BAGS**", or in open containers not to exceed the size of a regular 30 gallon trash can.

Please place grass clippings at curbside the night

before your pickup day. Grass **will not** be collected in plastic bags. Do not mix grass with any other garbage! Biodegradable "**Paper Bags**" are available at many garden centers throughout the city.

NOTE: If your grass is cut by a Landscaper they may not leave grass clippings at the curb. Your Landscaper has been advised to transport any grass to the public works yard.

GRASS — CUT IT AND LEAVE IT

Many residents choose to cut their grass and leave it on the lawn rather than place clippings at the curb. Any resident interested in adopting this method of

managing their lawn may pickup one of the many free brochures on "Grass — Cut It and Leave It" in the main lobby at City Hall.

WHITE GOODS

White Goods consist of appliances of all colors, such as washing machines, dryers, hot water heaters, stoves, ranges, dishwashers, dehumidifiers, air conditioners, freezers and refrigerators (residents must remove door for safety).

White Goods are collected every Wednesday from the curb and must be accessible for pickup. Appointments must be made by calling the Department of Public Works to be placed on the pickup schedule; the truck will only go to specific addresses.

As of July 1, 1992, the Federal Clean Air Act mandated that all freon from dehumidifiers, air conditioners,

freezers and refrigerators must be removed and recaptured by a qualified professional. The city of Clifton will only collect these items from residential premises if you show proof (i.e., a certificate of label), that the appliance is free of all freon.

Most appliance dealers will remove your old appliance for a minimal cost. Residents should make arrangements with their dealer prior to purchasing a new appliance. Residents who don't make prior arrangements will have to look in the yellow pages for a dealer who provides this service.

SOURCE REDUCTION

Source reduction is the first step in any solid waste management plan. Residents are encouraged to reduce the amount of trash generated by any of the following methods:

- Donate or resell items to thrift stores or other organizations in need. Some organizations take everything from clothes and textiles to appliances and furniture.

- Buy less packaging and make your buying preferences known to merchants.
- Buy in bulk quantities and shop for durability.
- Borrow or rent things you use infrequently.

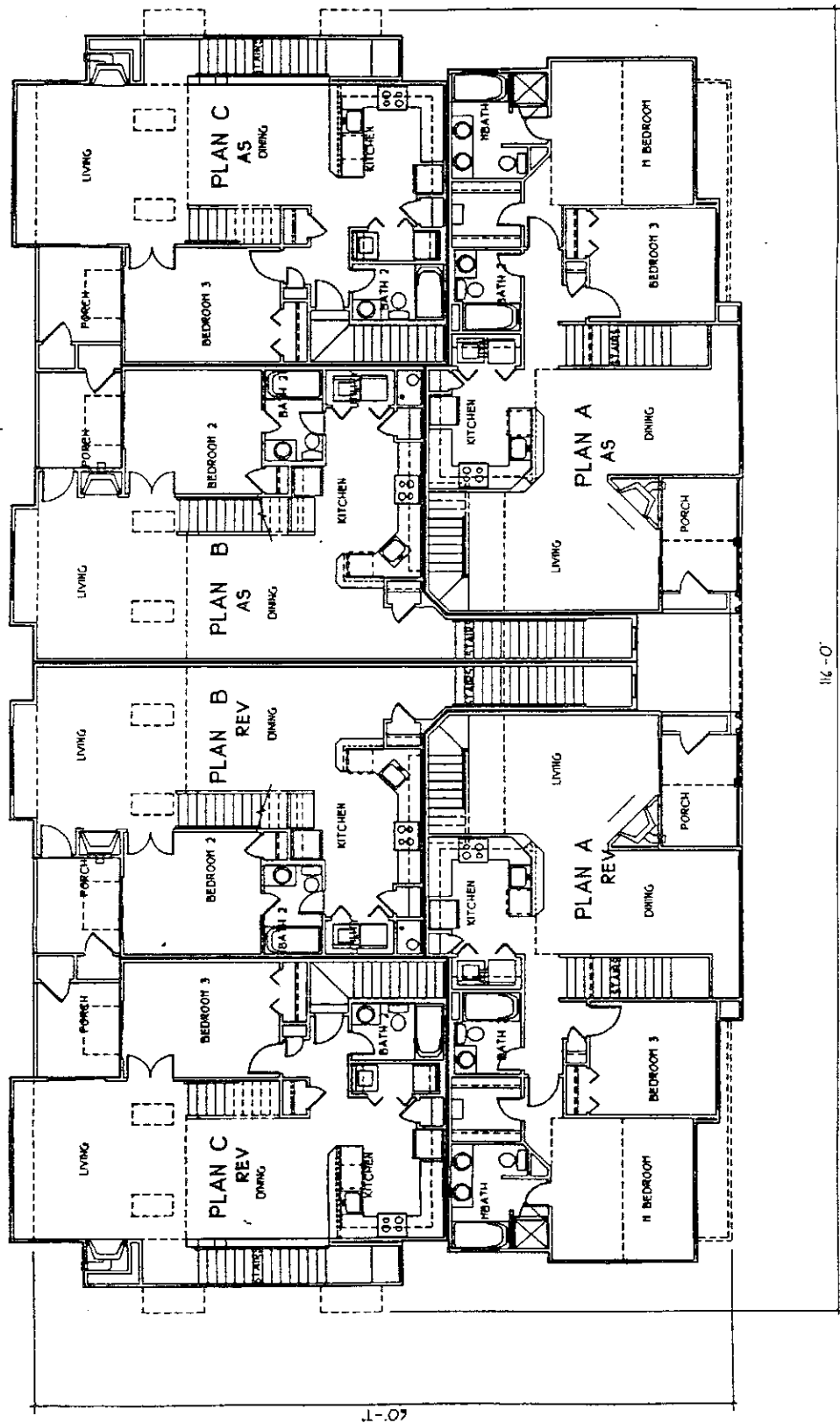
Brochures on source reduction are available in the main lobby at City Hall.



2/11/10



EDI ARCHITECTURE, P.C.
EMPIRE STATE BUILDING
350 5TH AVE., SUITE 1825V
NEW YORK, NEW YORK
10001
(212) 967-2717

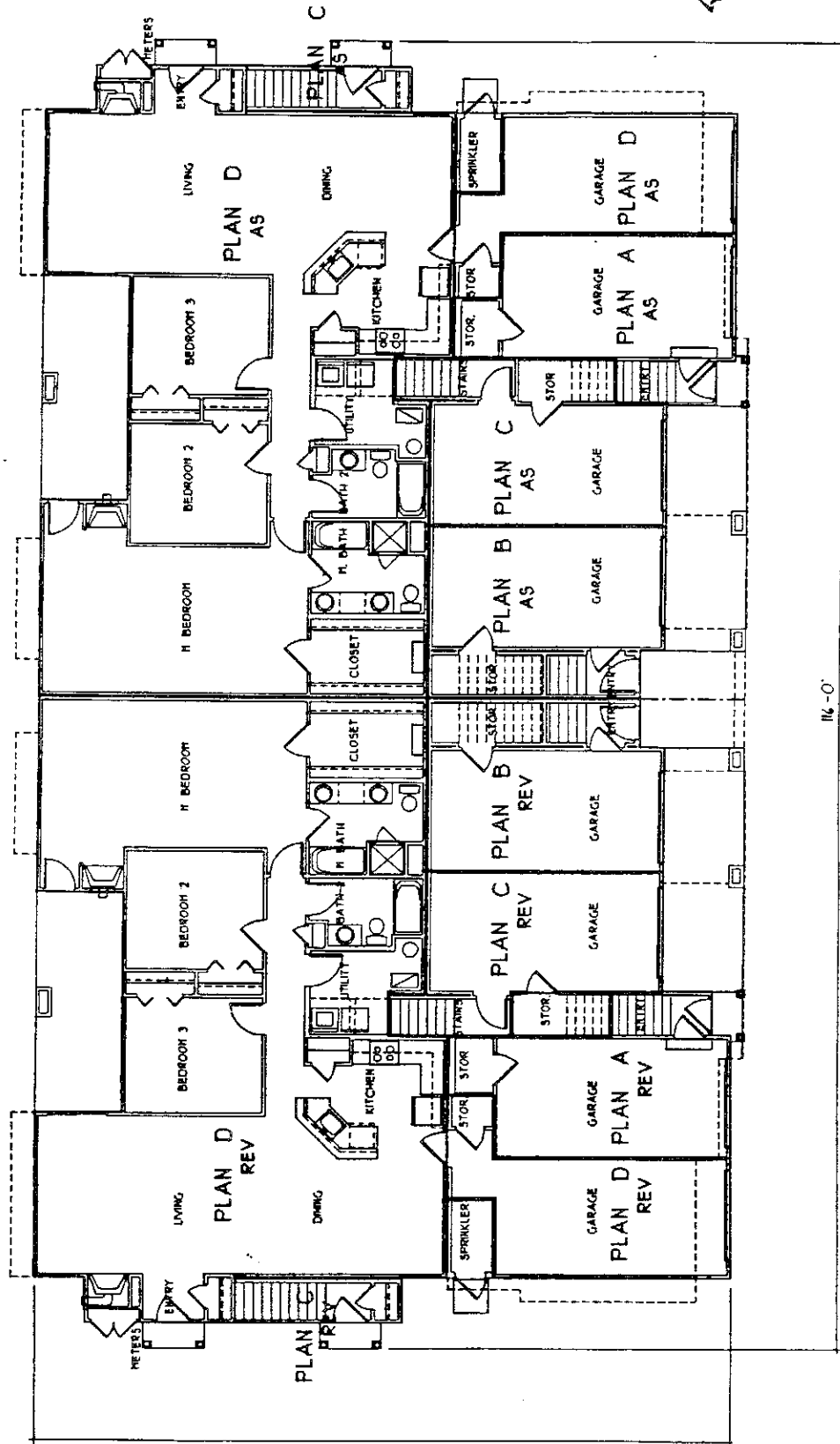


SECOND FLOOR PLAN
BUILDING TYPE 100
BLDG. 2.3.6.7.10.11.14.15

2/11/10
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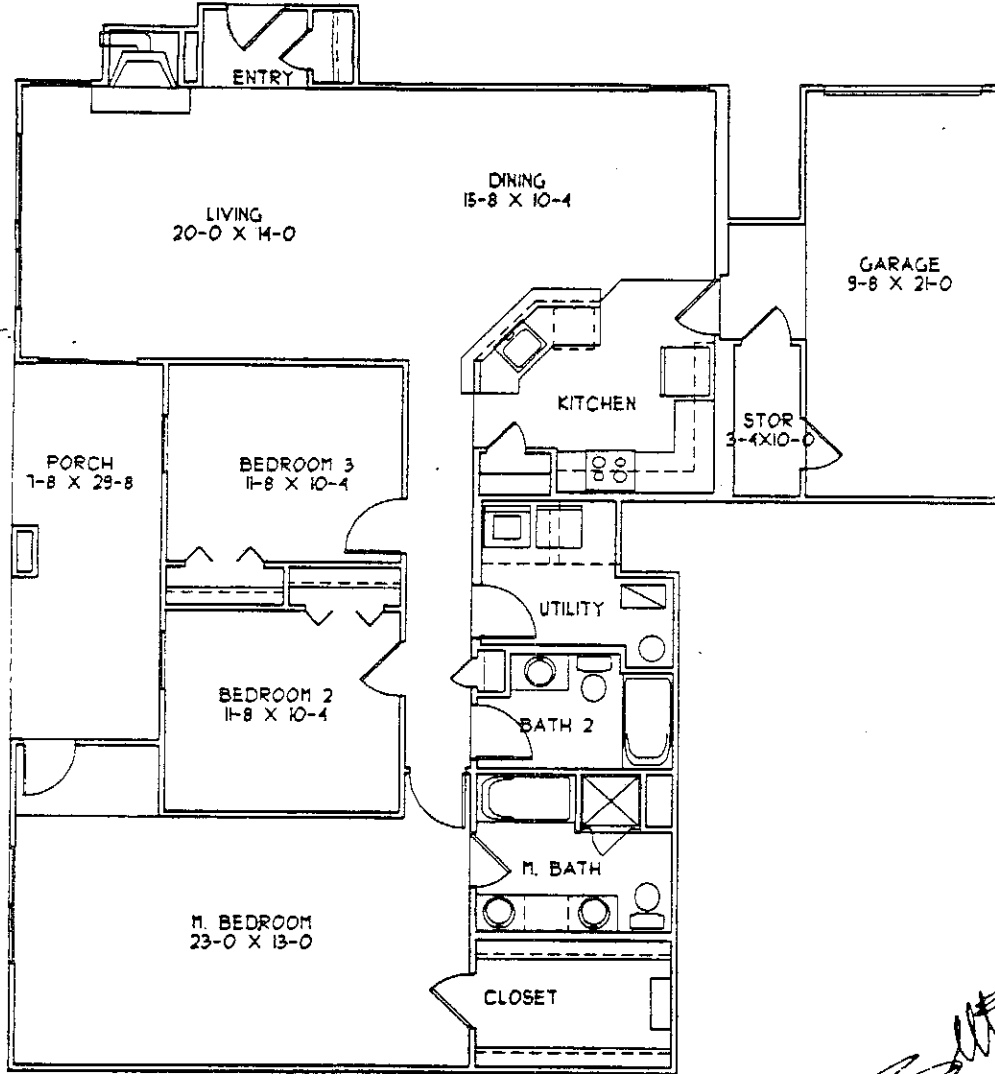
EDI ARCHITECTURE, P.C.
EMPIRE STATE BUILDING
350 5th AVE., SUITE 1625
NEW YORK, NEW YORK
10001
(212) 967-2717



1-09

116'-0"

FIRST FLOOR PLAN
BUILDING TYPE 100
BLDG. 2.3.6.1/10.1

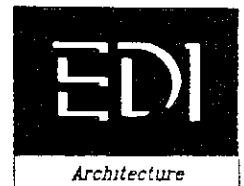


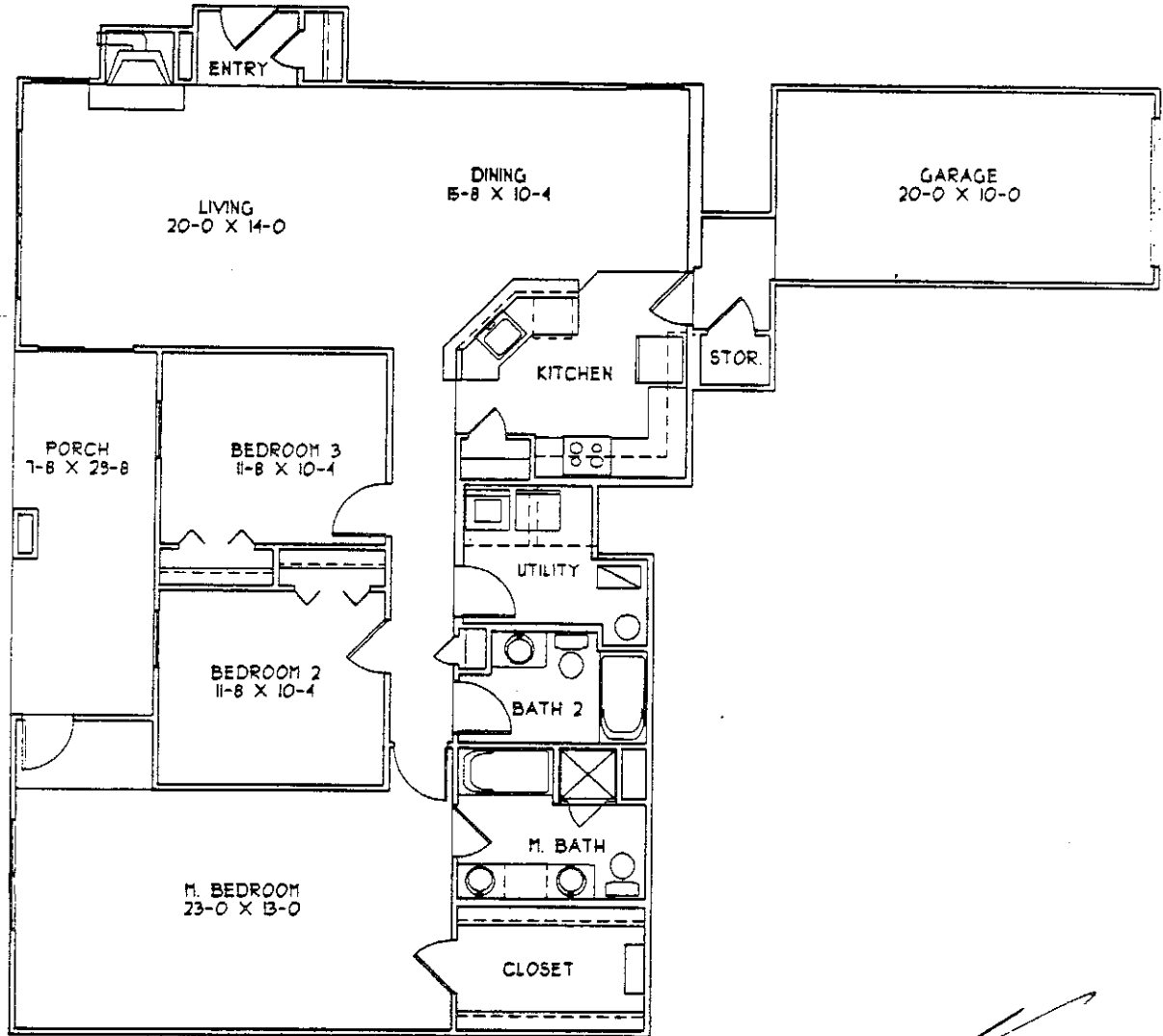
Edi
4/17/93

FIRST LEVEL
BUILDING 200. 300 - SIDELOAD GARAGE

DEVON

EDI ARCHITECTURE, P.C.
EMPIRE STATE BUILDING
350 5th AVE., SUITE 1825W
NEW YORK, NEW YORK
10001
(212) 967-2717



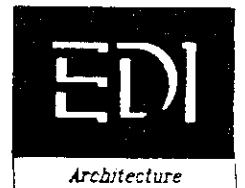


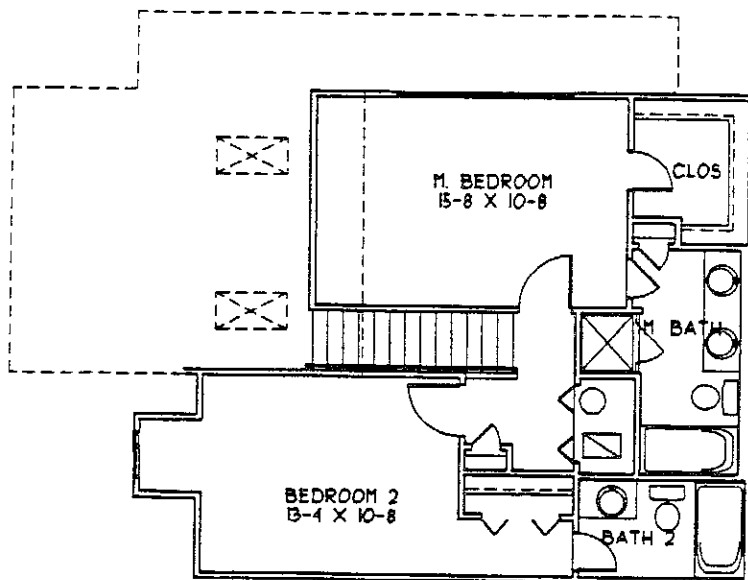
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11/17/93

FIRST LEVEL
BUILDING 100, 300 - FRONTLOAD GARAGE

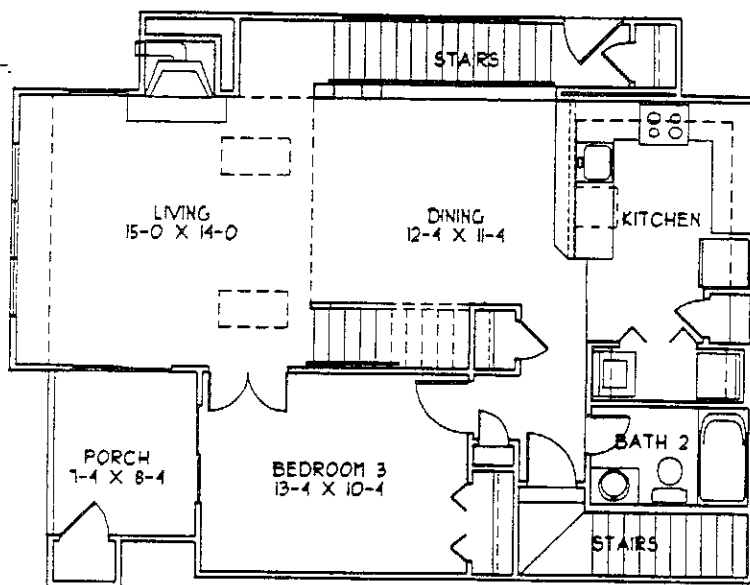
DEVON

EDI ARCHITECTURE, P.C.
EMPIRE STATE BUILDING
350 5th AVE., SUITE 1825W
NEW YORK, NEW YORK
10001
(212) 967-2717

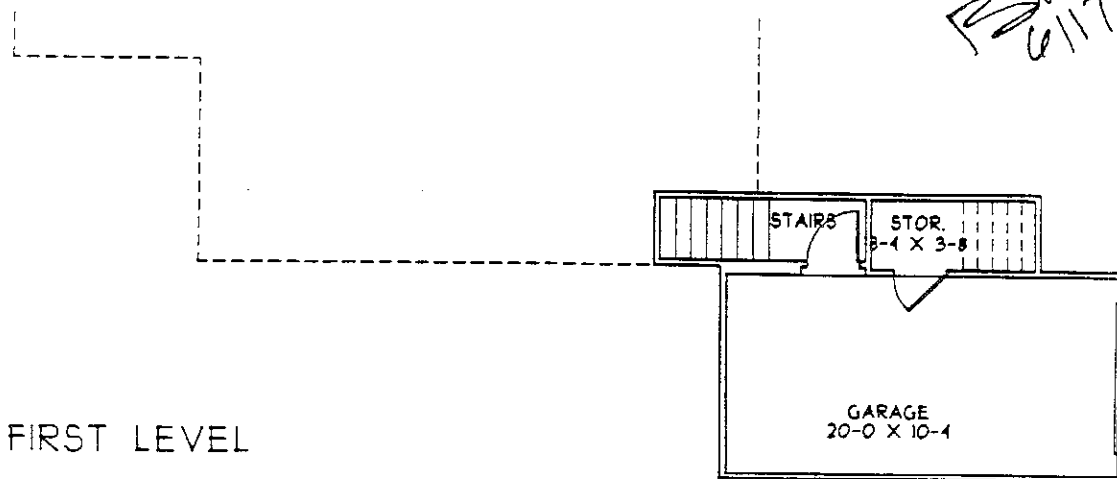




LOFT LEVEL



SECOND LEVEL

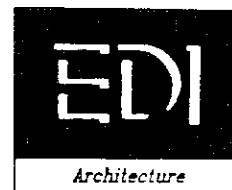


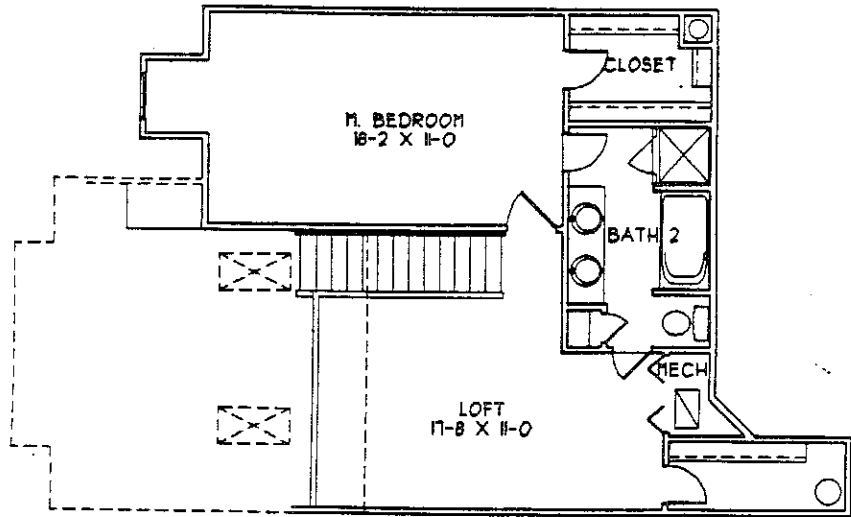
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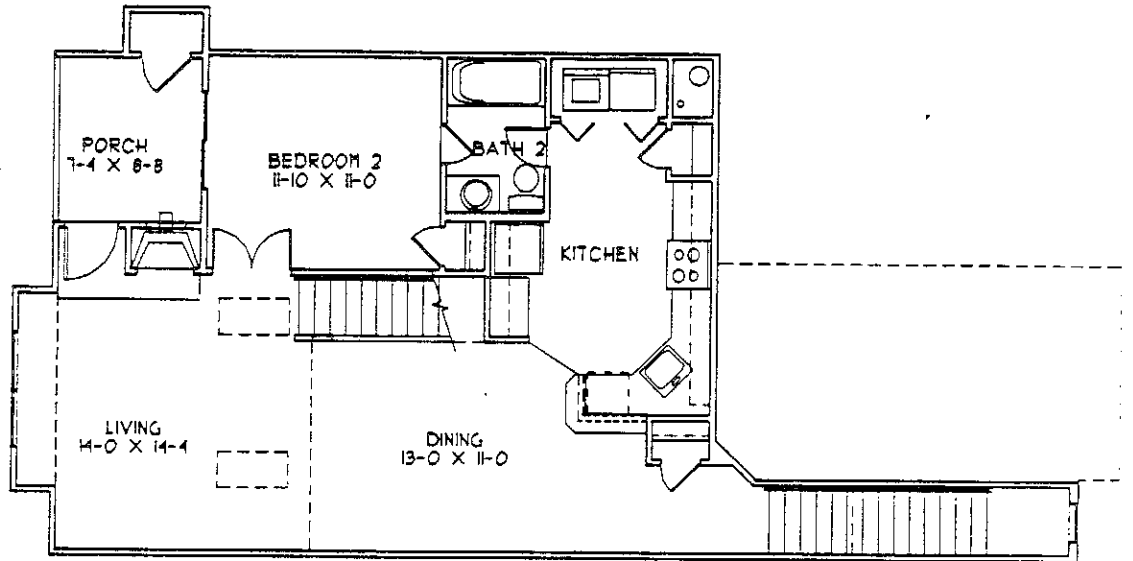
CHELSEA

EDI ARCHITECTURE, P.C.
 EMPIRE STATE BUILDING
 350 5th AVE., SUITE 1825W
 NEW YORK, NEW YORK
 10001
 (212) 967-2717

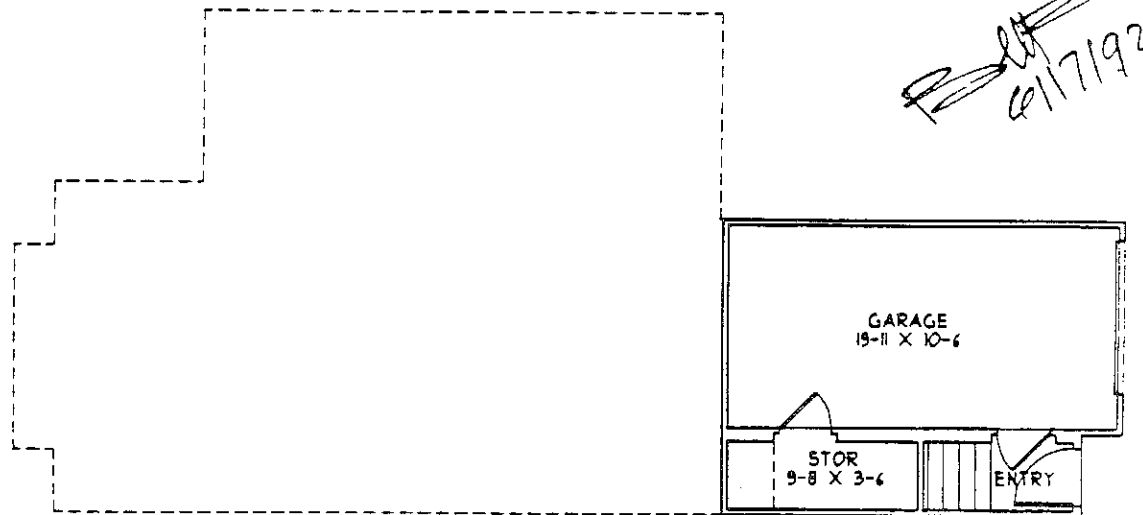




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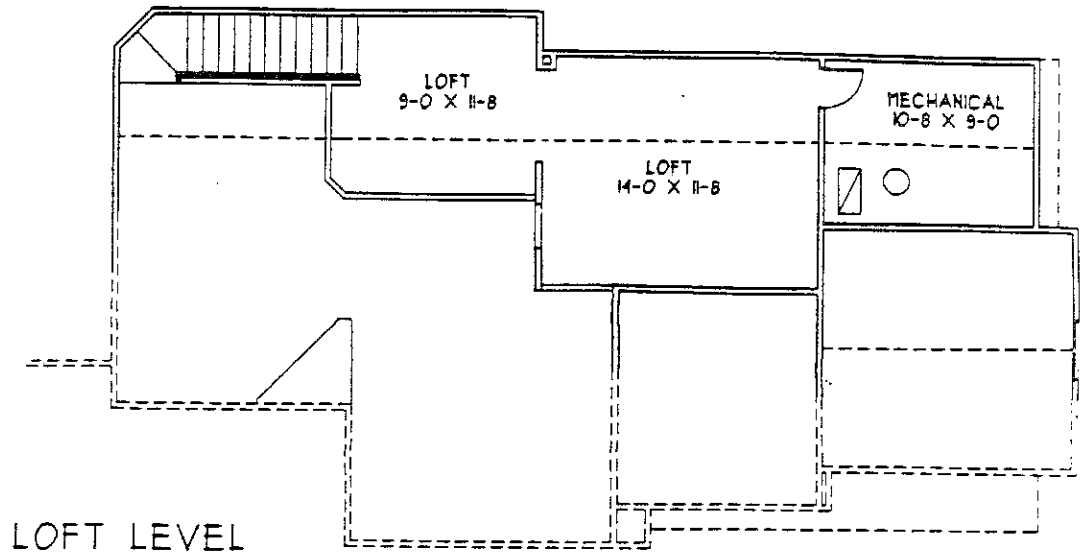
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BUILDING 100
BUILDING 200
BUILDING 300

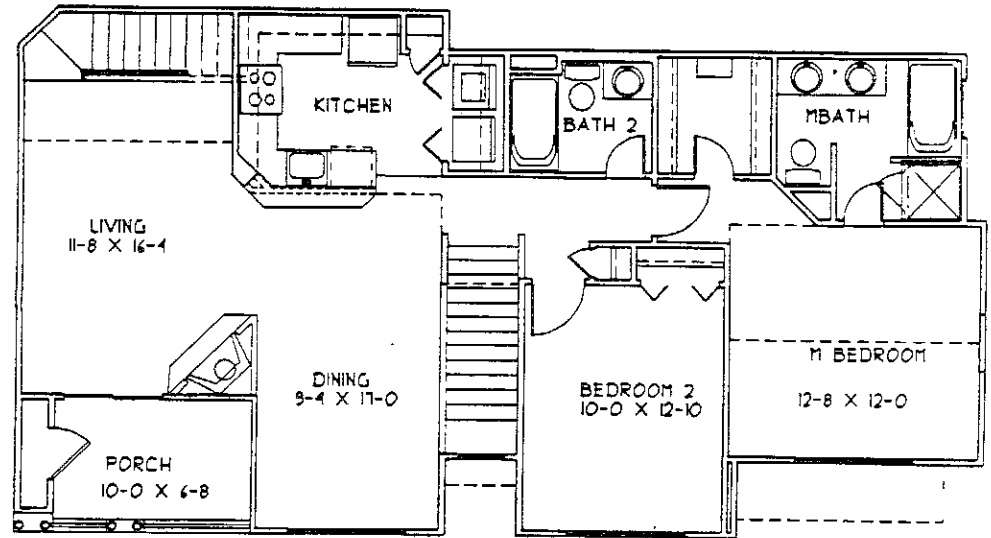
BRIGHTON

EDI ARCHITECTURE, P.C.
EMPIRE STATE BUILDING
350 5th AVE., SUITE 1825W
NEW YORK, NEW YORK
10001
(212) 967-2717

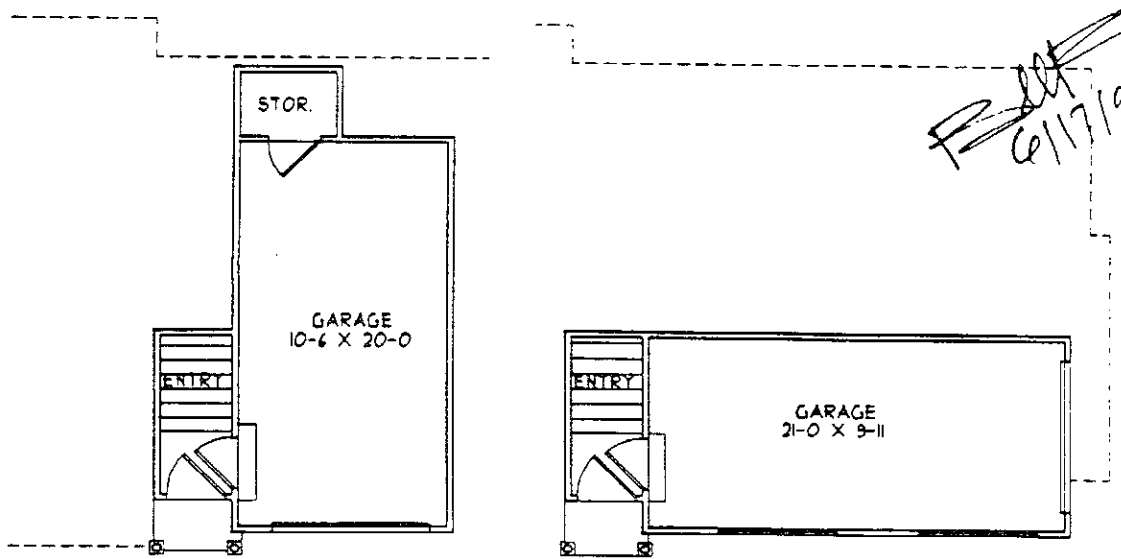




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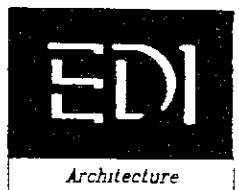
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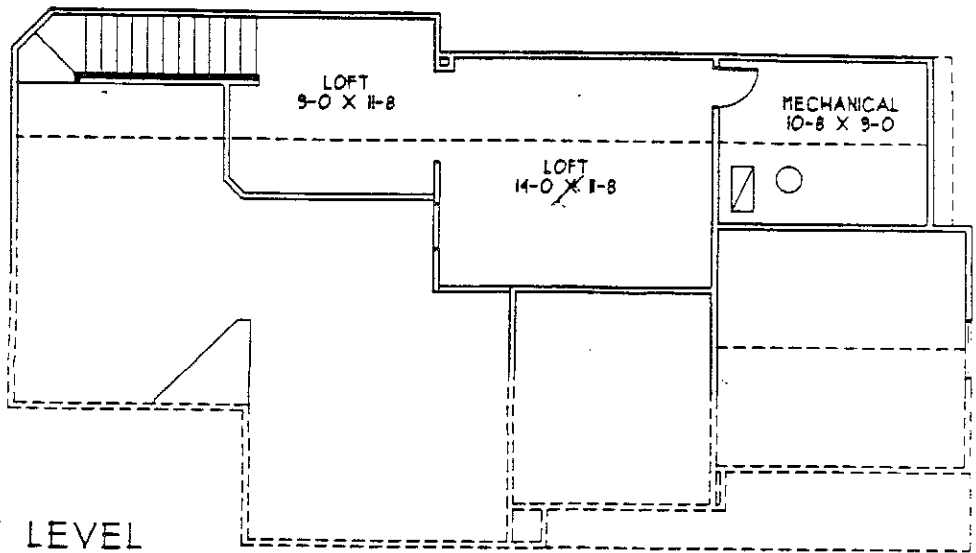


FIRST LEVEL
BUILDING 300

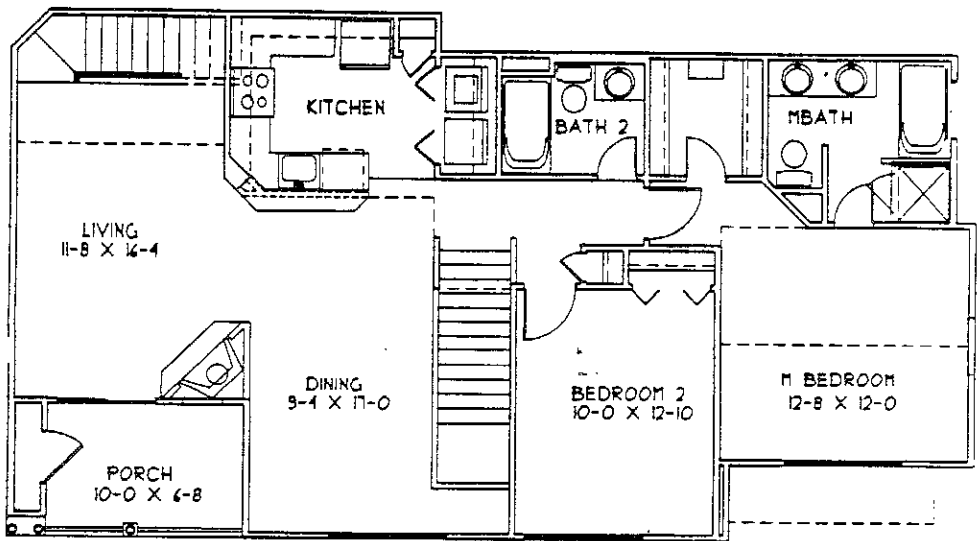
ALLWOOD

EDI ARCHITECTURE, P.C.
 EMPIRE STATE BUILDING
 350 5th AVE., SUITE 1825W
 NEW YORK, NEW YORK
 10001
 (212) 967-2717

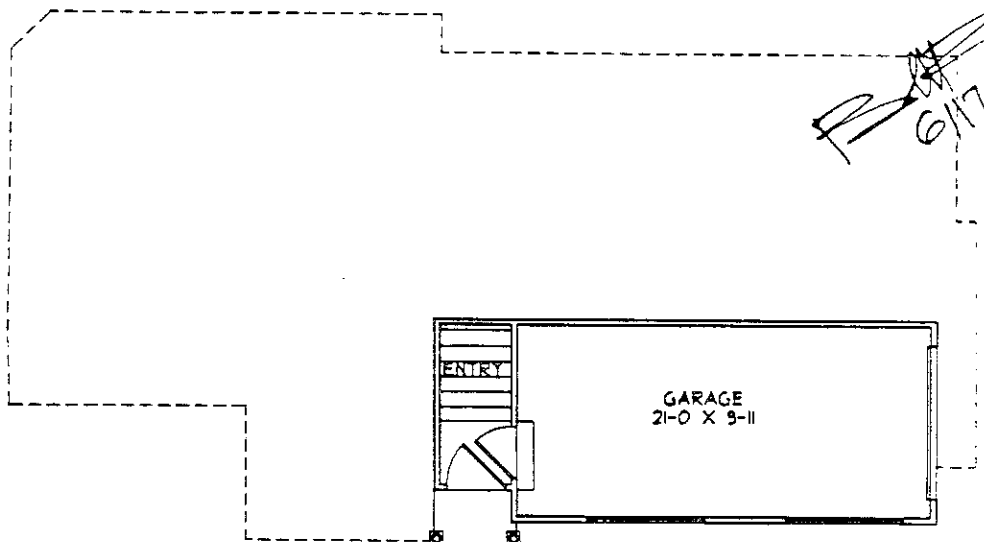




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SECOND LEVEL

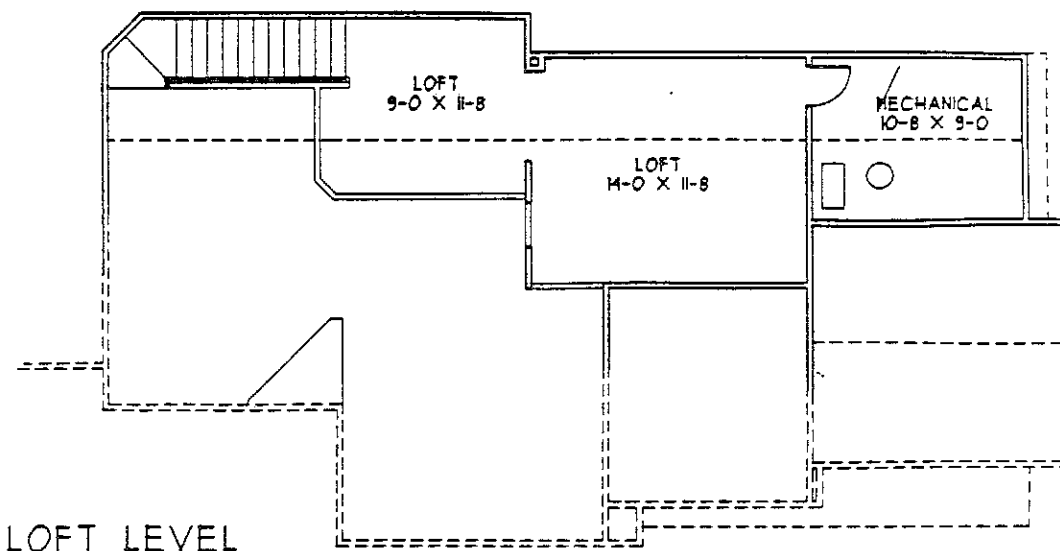


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BUILDING 200

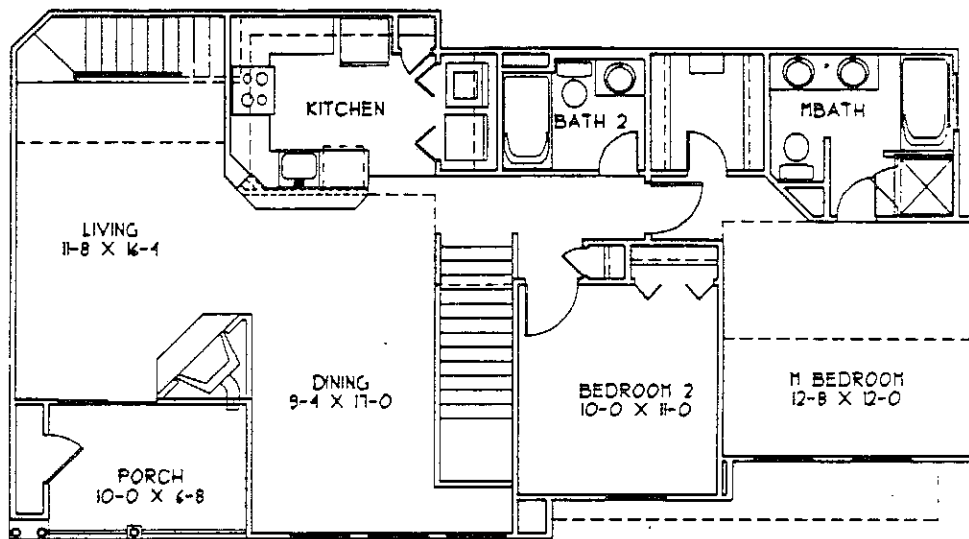
ALLWOOD

EDI ARCHITECTURE, P.C.
EMPIRE STATE BUILDING
350 5th AVE., SUITE 1825W
NEW YORK, NEW YORK
10001
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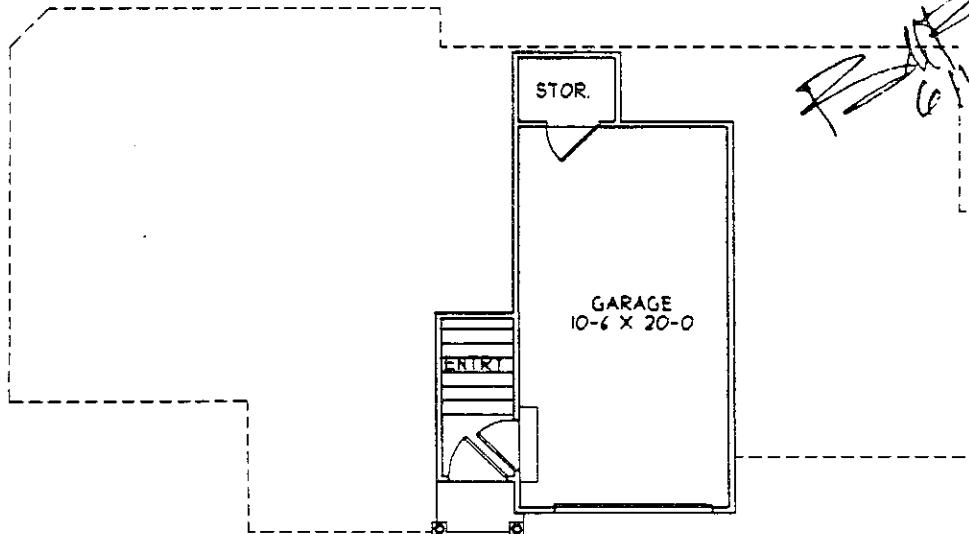




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SECOND LEVEL

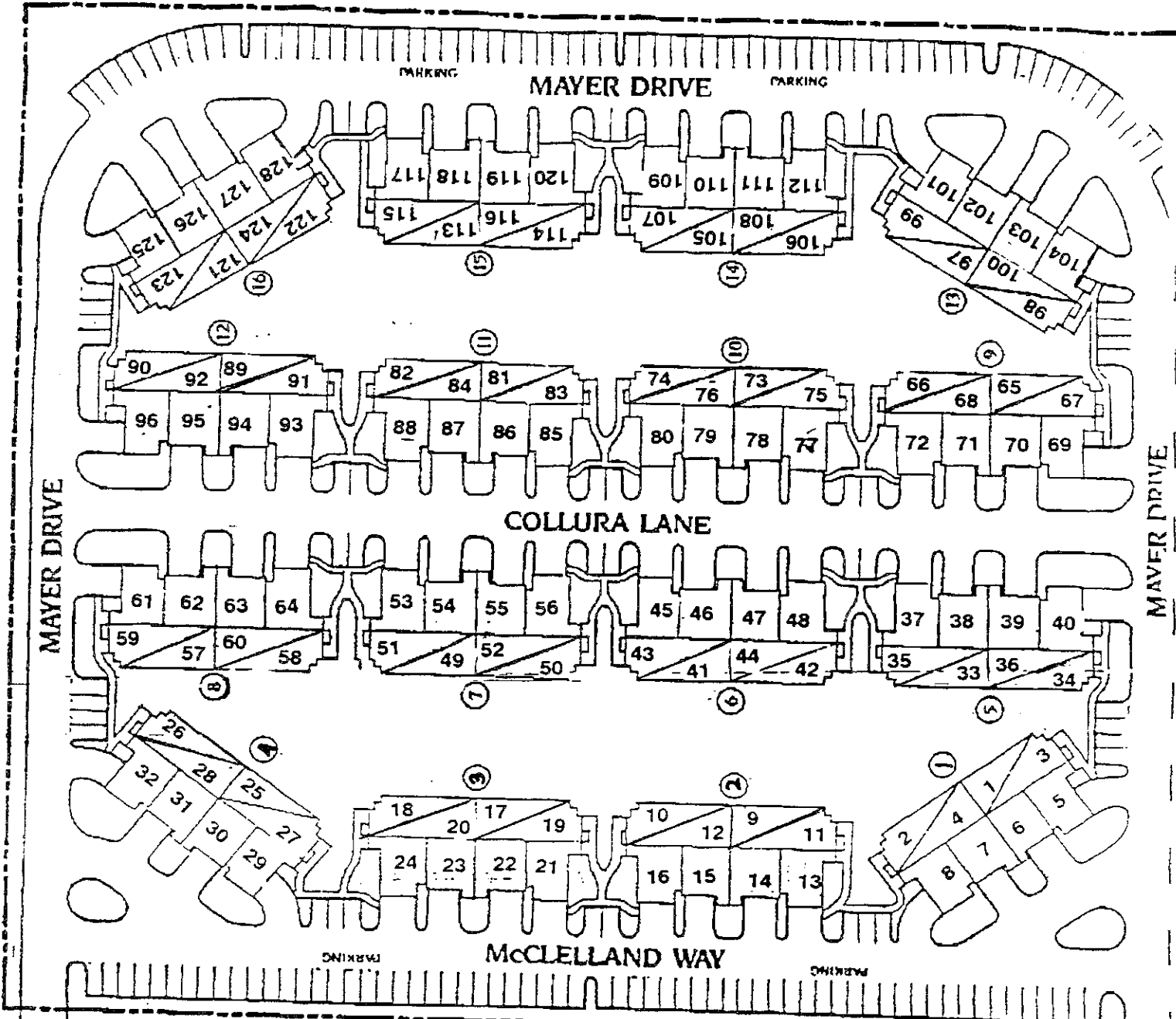


FIRST LEVEL
BUILDING 100

ALLWOOD

EDI ARCHITECTURE, P.C.
 EMPIRE STATE BUILDING
 350 5th AVE., SUITE 1825W
 NEW YORK, NEW YORK
 10001
 (212) 967-2717





SITE PLAN SHOWING UNIT NUMBERS



LOD MARKING DRIVE

ENDORSEMENT

Attached to Policy No. 4080674

Issued by

SECURITY TITLE AND GUARANTY COMPANY

The Company insures the insured against loss or damage sustained by reason of:

1. The failure of the unit identified in Schedule A and its common elements to be part of a condominium within the meaning of the condominium statutes of the jurisdiction in which the unit and its common elements are located.
2. The failure of the documents required by the condominium statutes to comply with the requirements of the statutes to the extent that such failure affects the title to the unit and its common elements.
3. Present violations of any restrictive covenants which restrict the use of the unit and its common elements and which are contained in the condominium documents. The restrictive covenants do not contain any provisions which will cause a forfeiture or reversion of title.
4. The priority of any lien for charges and assessments provided for in the condominium statutes and condominium documents over the lien of any insured mortgage identified in Schedule A.
5. The failure of the unit and its common elements to be entitled by law to be assessed for real property taxes as a separate parcel.
6. Any obligation to remove any improvements which exist at Date of Policy because of any present encroachments or because of any future unintentional encroachment of the common elements upon any unit or of any unit upon the common elements or another unit.
7. The failure of title by reason of a right of first refusal to purchase the unit and its common elements which was exercised or could have been exercised at Date of Policy.

This endorsement is made a part of the policy and is subject to all of 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 any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

SECURITY TITLE AND GUARANTY COMPANY



By: *John E. Maddie*
 PRESIDENT

By: *[Signature]*
 AUTHORIZED SIGNATURE
 Anthony F. Sannitti, Esq.

SECURITY TITLE AND GUARANTY COMPANY

RESIDENTIAL TITLE INSURANCE POLICY

SCHEDULE B

EXCEPTIONS

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and expenses resulting from

1. Any facts about the land which a correct survey would disclose and which are not shown by the public record.
2. Lien for unpaid taxes for the year 1993; first quarters 1993 taxes paid.
3. Easements-in Deed Book H36 Page 594.
4. Easement Agreements in Deed Book P63 Page 253 and Deed Book Q63 Page 83.
5. Easements and Railroad Siding Agreement as referred to in Deed Book A67 Page 235, Deed Book B76 Page 351, Deed Book V76 Page 96, Deed Book W80 Page 611, Deed Book G84 Page 254 and Deed Book G84 Page 261.
6. Easement in Deed Book C91 Page 483.
7. Access Easement in Deed Book F124 Page 94.
8. Subject to the terms, conditions, covenants, agreements, limitations, easements and restrictions contained in the Master Deed of Allwood Brighton Mews, a Condominium, Deed Book Page .
9. Subject to the Condominium Act of The State of New Jersey, N.J.S.A. 46:8B-11.

SECURITY TITLE AND GUARANTY COMPANY

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PRO FORMA POLICY RESIDENTIAL TITLE INSURANCE POLICY

File No. RDT-3536

SCHEDULE A

Policy Number: 080674

Policy Date:

Policy Amount:

1. Name of Insured:

John Doe

2. Your interest in the land covered by this Policy is: Fee Simple by deed from Beazer Homes, Inc., a New Jersey Corporation, dated recorded in the Passaic County Register's Office in Deed Book Page .

3. The land referred to in this Policy is described as follows:

Premises as described in the insured Deed.



RIVERSIDE TITLE AGENCY, INC.
77 RIDGEDALE AVE. P.O. BOX 597
FLORHAM PARK, NJ 07932
Ph. 201-785-0539



POLICY NUMBER: 1050674 - 0

SECURITY TITLE AND GUARANTY COMPANY

RESIDENTIAL TITLE INSURANCE POLICY — ONE TO FOUR FAMILY RESIDENCES

OWNER'S COVERAGE STATEMENT

This Policy insures your title to the land described in Schedule A—if that land is a one-to-four family residential lot or condominium unit.

Your insurance, as described in this Coverage Statement, is effective on the Policy Date Shown in Schedule A.

Your insurance is limited by the following:

- Exclusions on pages
- Exceptions in Schedule B
- Conditions on page

We insure you against actual loss resulting from:

- any title risks covered by this Policy—up to the Policy Amount, and
- any costs, attorneys' fees and expenses we have to pay under this Policy.

COVERED TITLE RISKS

This Policy covers the following title risks, if they affect your title on the Policy Date.

1. Someone else owns an interest in your title.
2. A document is not properly signed, sealed, acknowledged, or delivered.
3. Forgery, fraud, duress, incompetency, incapacity or impersonation.
4. Defective recording of any document.
5. You do not have any legal right of access to and from the land.
6. There are restrictive covenants limiting your use of the land.
7. There is a lien on your title because of:
 - a mortgage or deed of trust
 - a judgment, tax, or special assessment
 - a charge by a homeowner's or condominium association
8. There are liens on your title, arising now or later, for labor and material furnished before the Policy Date — unless you agreed to pay for the labor and material.
9. Others have rights arising out of leases, contracts, or options.
10. Someone else has an easement on your land.
11. Your title is unmarketable, which allows another person to refuse to perform a contract to purchase, to lease or to make a mortgage loan.
12. You are forced to remove your existing structure—other than a boundary wall or fence—because
 - it extends on to adjoining land or on to any easement
 - it violates a restriction shown in Schedule B
 - it violates an existing zoning law
13. You cannot use the land because use as a single-family residence violates a restriction shown in Schedule B or an existing zoning law.
14. Other defects, liens, or encumbrances.

COMPANY'S DUTY TO DEFEND AGAINST COURT CASES

We will defend your title in any court case as to that part of the case that is based on a Covered Title Risk insured against by this Policy. We will pay the costs, attorneys' fees, and expenses we incur in that defense.

We can end this duty to defend your title by exercising any of our options listed in Item 4 of the Conditions.

This Policy is not complete without Schedules A and B.



SECURITY TITLE AND GUARANTY COMPANY

By:

W. Kenneth Mitchell
President

Attest:

Paul J. Colletti
Secretary

COUNTERSIGNED:

[Signature]

Authorized Officer or Agent

Anthony F. Sannitti Esq

THE MEWS AT ALLWOOD

CAPITAL IMPROVEMENT RESERVE ACCOUNT

| CAPITAL IMPROVEMENT RESERVE ACCOUNT | | | |
|-------------------------------------|---------|-----------|---------------------|
| CLASSIFICATION | COST | LIFE SPAN | ANNUAL CONTRIBUTION |
| Roofing | 295,000 | 20 | 14,750 |
| Paving (1" topcoat) | 32,250 | 10 | 3,325 |
| Gutters/Downspouts | 42,625 | 15 | 2,845 |
| Walks (concrete) | 34,470 | 25 | 1,379 |
| Porches & Decks | 30,000 | 10 | 3,000 |
| Porch Railings | 25,000 | 25 | 1,000 |
| Garage Doors | 32,000 | 15 | 2,133 |
| Sprinkler System | 35,000 | 10 | 3,500 |
| TOTAL ANNUAL RESERVE | | | \$31,832 |



Architecture

June 1, 1993

Mr. Alan G. Mayer
Beazer Homes, Inc.
6 Brighton Road
Clifton, New Jersey 07012

Dear Alan:

We have examined the attached copy of the CAPITAL IMPROVEMENT RESERVE ACCOUNT for the MEWS AT ALLWOOD, a condominium community located in Clifton, New Jersey.

To the best of our ability to foresee, as architects, this projection includes all the items that should reasonably be provided for in an account designed for this purpose.

We also find that to the best of our knowledge, both the estimated LIFE SPANS, and estimated COSTS reflect what may be reasonably expected over the anticipated life span of this property. They reasonably reflect the amount of money required to perform the specified tasks, based on present costs for materials and labor.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Lee Perkins", written over a horizontal line.

Britten Lee Perkins, AIA
Vice President
for: EDI Architects/Planners, P.C.
New Jersey Registration # AI 10444

BLP/lp

Att.

3731 Briarpark Drive, Suite 300
Houston, Texas 77042-5296
(713) 789-0395 Fax (713) 789-7292

A handwritten signature in black ink, appearing to read "B. Lee Perkins", written over a horizontal line.

DISKIN / DISKIN

Insurance
84 ORIENT WAY
RUTHERFORD, NEW JERSEY 07070
(201) 480-8440 - (212) 738-8484
FAX (201) 480-4748

COMMERCIAL
LIFE
PERSONAL
GROUP

May 27, 1993

TO: Mr. Alan Mayer

RE: Allwood Mews
Intersection of Brighton Rd. & Bloomfield Ave.
Clifton, New Jersey

Dear Mr. Mayer:

Our firm is in a position to provide the following insurance program for the above captioned condominium project:

Special Multi-Peril Policy

- \$8,000,000. - Building - All-Risk - \$1,000.00 Ded. Replacement Cost-Agreed Amount
- 184,000. - Maintenance Fees (100%)
- 190,000. - Employee Dishonesty (Fidelity)
- 1,000,000. Occur./2,000,000. Aggregate Liability
- 1,000,000. - Hired & Non-Owned Automobile

Umbrella Policy

\$1,000,000. - Umbrella Liability Limit

Directors & Officers Liability Policy

\$1,000,000. - Directors & Officers Limit

Workmen's Compensation Policy

Statutory Coverage

TOTAL PREMIUM.....\$17,968.00

Please note, our firm has been involved in writing many similar type condominium projects, and we believe the above program appears to be adequate for this complex. This premium quotation reflects current market conditions, and the premium could be different at time of conversion.



Very truly yours,
DISKIN & DISKIN
Ronald Diskin
Ronald Diskin



*Mr. Alan Mayer
Beazer Homes Inc.
Page Two - June 1, 1993*

Re: The Mews @ Allwood Condominium Association, Inc.

While we believe that the estimates will prove to be reasonable for the projected year of condominium operation, it may be expected, based on current trends, that such items as utility charges, real estate taxes, maintenance and repairs, labor, insurance, and other related expenses will change in the future.

C & R Realty and Management Co., Inc., is a licensed real estate brokerage firm involved with the management of condominiums and cooperatives within the locale of said project. We have an excess of twenty-two (22) years of management experience in the field of property management.

We have been advised of your intent to incorporate this letter in the Plan and, hereby, consent to such use.

Respectfully submitted,

C & R REALTY AND MANAGEMENT CO., INC.

*Bruce Noel
Vice President
Financial Services*

BN:ns

Attachment

C&R REALTY AND MANAGEMENT CO., INC.

235

259 CEDAR LANE P.O. BOX 2105 TEANECK, NEW JERSEY 07666-2105 (201) 692-1400 • FAX # (201) 692-0889

NORTH
225 ROUTE 23
SUITE 2C
HAMBURG, NJ 07419
(201) 827-8009
FAX # (201) 827-7073

WEST
2001 ROUTE 46 EAST
SUITE 406
PARSIPPANY, NJ 07054
(201) 334-5800
FAX # (201) 316-9223

CENTRAL
101 INTERCHANGE PLAZA
CRANBURY, NJ 08512
(609) 395-1000
(908) 390-1100
FAX # (609) 395-0110

SOUTH
VILLAGE MGMNT. ASSOC INC
2516 HIGHWAY 35
MANASQUAN, NJ 08736
(908) 223-6110
FAX # (908) 223-3275

Reply To:

Teaneck, NJ

June 1, 1993

*Mr. Alan G. Mayer
Vice President
Beazer Homes, Inc.
6 Brighton Road
Clifton, NJ 07012*

Re: The Mews @ Allwood Condominium Association, Inc.

Dear Mr. Mayer:

We have prepared the Budget of Revenues and Expenses for the initial year of operation for the above-referenced property.

In our opinion, the projected expenses contained in this budget are reasonable and adequate under existing circumstances, and the estimated receipts shown therein will be sufficient to meet the normal anticipated operating expenses for the projected year of condominium operation, assuming the following conditions:

- 1) No construction or material defects will exist within the common and limited common areas and structures;*
- 2) The quantities, replacement costs, useful lives, conditions supplied by the Sponsor and/or the Management Company are accurate and reasonable;*
- 3) Proper maintenance of the common and limited common areas and structures will take place in the future;*

However, because of the possibility of unforeseeable changes in the economy and increases or decreases in the actual expenses and in view of certain uncertainties with respect to energy costs, rate of inflation, governmental restrictions or requirements, labor availability and costs, and other circumstances beyond your control, such estimates are not intended to be taken as representations, guarantees, or warranties of any kind, whatsoever, or any assurance that the actual expense or income of your corporation for the first year or any subsequent year of operation may not vary from the amount shown, or that your corporation may not incur additional expenses, or that your Board of Directors may not provide for reserves not reflected in this statement, or that annual maintenance charges for any period may vary from the amounts shown therein.



CAPITAL IMPROVEMENT RESERVE ACCOUNT

| <i>CLASSIFICATION</i> | <i>COST</i> | <i>LIFE SPAN</i> | <i>ANNUAL CONTRIBUTION</i> |
|-----------------------------------|------------------|------------------|----------------------------|
| <i>Roofing</i> | <i>\$295,000</i> | <i>20</i> | <i>\$ 14,750</i> |
| <i>Paving (1" topcoat)</i> | <i>32,250</i> | <i>10</i> | <i>3,225</i> |
| <i>Gutters/Downspouts</i> | <i>42,625</i> | <i>15</i> | <i>2,845</i> |
| <i>Walks (concrete)</i> | <i>34,470</i> | <i>25</i> | <i>1,379</i> |
| <i>Porches & Decks</i> | <i>30,000</i> | <i>10</i> | <i>3,000</i> |
| <i>Porch Railings</i> | <i>25,000</i> | <i>25</i> | <i>1,000</i> |
| <i>Garage Doors</i> | <i>32,000</i> | <i>15</i> | <i>2,133</i> |
| <i>Sprinkler System</i> | <i>35,000</i> | <i>10</i> | <i><u>3,500</u></i> |
| <i>TOTAL ANNUAL RESERVE</i> | | | <i>\$ 31,832</i> |



THE MEWS @ ALLWOOD CONDOMINIUM ASSOCIATION, INC.
PAGE TWO OF NOTES TO BUDGET OF REVENUES & EXPENSES
FIRST YEAR OF OPERATION

Note 4. Administrative Expenses: (continued)

| | |
|--|------------------|
| C. <i>Legal: Assumes engagement of an attorney to include all legal services necessary for the Association plus miscellaneous separate charges</i> | \$ 5,000 |
| D. <i>Office Expenses/Miscellaneous: Postage, photocopying, maintenance bill invoice processing at the Management Office</i> | \$ 2,400 |
| | \$ 35,500 |

Note 5. General Expenses:

| | |
|---|-----------|
| A. <i>Insurance: Full property, umbrella, fire, crime coverage, Directors & Officers liability coverage</i> | \$ 17,968 |
|---|-----------|

| | |
|--|-----------|
| <u>Note 6.</u> <i><u>Capital Replacement Fund Contribution:</u> Based on the schedule below and the relative capital components, a monthly capital funding requirement of \$2,653 will be isolated into a separate interest bearing account to be utilized solely for such designated items</i> | \$ 31,832 |
|--|-----------|

| | |
|---|----------|
| <u>Note 7.</u> <i><u>Deferred Maintenance Contribution:</u> To be isolated into a separate interest-bearing account to be used solely for deferred maintenance items such as, power washing of the vinyl siding. This assumes an average cost of \$100 per unit every 5 years</i> | \$ 2,560 |
|---|----------|

| | |
|-------------------------------|------------------|
| TOTAL CASH REQUIREMENT | \$173,142 |
|-------------------------------|------------------|



THE MEWS @ ALLWOOD CONDOMINIUM ASSOCIATION, INC.
NOTES TO BUDGET OF REVENUES & EXPENSES
(First Year of Operation)

Note 1. Revenues:

| | | |
|---|----------|-----------|
| A. <i>Maintenance Fees: Based on all the line-items, unit owners' monthly cash outlays, for each unit type is as follows:</i> | | \$173,142 |
| Allwood | \$101.72 | |
| Brighton | 110.63 | |
| Chelsea | 113.38 | |
| Devon | 125.16 | |

Note 2. Utilities:

General Complex:

| | | |
|---|--|-----------|
| A. <i>Electricity/Sprinkler: Electrical usage for the lawn sprinkler system</i> | | \$ 3,000 |
| B. <i>Electricity/Street Lighting:</i> | | 8,482 |
| C. <i>Water: The estimate for water includes the cost of domestic hot water for all residents. The plans contemplate installation of an 8" meter on the main water line. There will not be any individual metering of water consumed by each individual home owner. The monthly meter cost and lower rates for higher consumption will be reflected in appreciably lower water costs for everyone</i> | | 15,400 |
| | | \$ 26,882 |

Note 3. General Maintenance:

General Complex:

| | | |
|---|--|-----------|
| A. <i>General Building Maintenance & Supplies: Common areas of the building only for such recurring items as electrical, masonry, miscellaneous, etc.</i> | | \$ 6,400 |
| B. <i>Landscaping & Lawn Care: Proposed contract for the season for all lawn and shrub care</i> | | 30,000 |
| C. <i>Snow Removal: Appropriated costs to meet snow removal costs for the Winter Season</i> | | 14,000 |
| D. <i>Sprinkler System Maintenance: To be contracted to include start-up, winterization, normal maintenance, plus an allowance for repairs</i> | | 1,500 |
| E. <i>Extermination: Routine exterminating services</i> | | 1,500 |
| F. <i>Rubbish Removal: Miscellaneous charge to cover the cost of refuse removal not covered by the Municipal Refuse Collection Service</i> | | 5,000 |
| | | \$ 58,400 |

Note 4. Administrative Expenses:

| | | |
|---|--|-----------|
| A. <i>Management Fee: Proposed management contract at an annual fee</i> | | \$ 25,600 |
| B. <i>Auditing: Includes preparation of Financial Statements and Income Tax Return, as well as annual audit</i> | | 2,500 |



THE MEWS @ ALLWOOD CONDOMINIUM ASSOCIATION, INC.
BUDGET OF REVENUES & EXPENSES
(FIRST YEAR OF OPERATION)

231

| | BUDGET (FIRST YEAR OF OPERATION) | % OF TOTAL |
|---|--|---------------|
| REVENUES: (Note 1) | | |
| Maintenance Fees | \$173,142 | 100.0% |
| TOTAL REVENUES | \$173,142 | 100.0% |
| Utilities: (Note 2) | | |
| General Complex: | | |
| Electricity/Sprinkler | 3,000 | 1.7% |
| Electricity/Street Lighting | 8,482 | 4.9% |
| Water | 15,400 | 8.9% |
| | <u>26,882</u> | <u>15.5%</u> |
| General Maintenance: (Note 3) | | |
| General Complex: | | |
| General Maintenance & Supplies | 6,400 | 3.7% |
| Landscaping & Lawn Care | 30,000 | 17.3% |
| Snow Removal | 14,000 | 8.1% |
| Sprinkler System Maint. | 1,500 | 0.9% |
| Extermination | 1,500 | 0.9% |
| Trash Removal | 5,000 | 2.9% |
| | <u>58,400</u> | <u>33.7%</u> |
| Administrative: (Note 4) | | |
| Management Fees | \$25,600 | 14.8% |
| Auditing Fees | 2,500 | 1.4% |
| Legal Fees | 5,000 | 2.9% |
| Office Expenses/Miscellaneous | 2,400 | 1.4% |
| | <u>35,500</u> | <u>20.5%</u> |
| General Expenses: (Note 5) | | |
| Insurance | 17,968 | 10.4% |
| | <u>17,968</u> | <u>10.4%</u> |
| TOTAL OPERATING EXPENSES | \$138,750 | 80.1% |
| Capital Replace. Fund Contrib: (Note 6) | 31,832 | 18.4% |
| Deferred Maintenance Contrib: (Note 7) | 2,560 | 1.5% |
| TOTAL CASH REQUIREMENT | \$173,142 | 100.0% |

THE MEWS at ALLWOOD
Clifton, New Jersey
ESTIMATED BUDGET FOR CONDOMINIUM FEES
BASED ON FULL OCCUPANCY

| | | |
|---|---------------|-----------------------|
| Electric for sprinklers | | 3,000 |
| Electric, street lighting & misc | | 8,482 |
| Water | | 15,400 |
| General Maintenance | | 6,400 |
| Landscaping and Lawn Care | | 30,000 |
| Snow Removal | | 14,000 |
| Sprinkler System Maintenance & Supplies | | 1,500 |
| Extermination | | 1,500 |
| Trash Removal | | 5,000 |
| Management Fees | | 25,600 |
| Auditing Fees | | 2,500 |
| Legal Fees | | 5,000 |
| Office Expenses/Miscellaneous | | 2,400 |
| Insurance | | 17,968 |
| TOTAL OPERATING EXPENSES | | \$138,750 |
| Capital Replacement Fund Contribution | | 31,832 |
| Deferred Maintenance Contribution | | 2,560 |
| TOTAL ANNUAL COSTS | | \$173,142 |
| | | |
| ALLWOOD | .70497 | \$101.72/Month |
| BRIGHTON | .76675 | \$110.63/Month |
| CHELSEA | .78480 | \$113.38/Month |
| DEVON | .86746 | \$125.16 Month |

STATE OF NEW JERSEY :
: SS.
COUNTY OF ESSEX :

BE IT REMEMBERED, that on this day of , 1993,
before me, the subscriber, an officer duly authorized pursuant to
N.J.S.A. 46:14-6, personally appeared George Y. Sadowick, who, I am
satisfied, is the person mentioned in the within Articles of
Incorporation, and thereupon he acknowledged that he signed, sealed
and delivered the same as his act and deed, for the uses and
purposes therein expressed.

| <u>NAME</u> | <u>ADDRESS</u> |
|--------------------|--|
| George Y. Sadowick | 101 Eisenhower Parkway Roseland, New Jersey 07068 |
| Paul Rosenberg | 101 Eisenhower Parkway Roseland, New Jersey 07068 |
| Alan R. Hammer | 101 Eisenhower Parkway Roseland, New Jersey 07068 |

ARTICLE VII

DURATION

The corporation shall exist perpetually.

ARTICLE VIII

DISSOLUTION

In the event of dissolution any type of property owned by this non-profit corporation shall be distributed or owned as applicable, by all of the Unit Owners as Tenants in Common, each Unit Owner having an undivided percentage interest in the property equal to the Unit Owner's proportionate share of the Common Elements owned prior to dissolution.

ARTICLE IX

INCORPORATOR

George Y. Sadowick, of 101 Eisenhower Parkway, Roseland, New Jersey, is the incorporator.

ARTICLE X

AMENDMENTS

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

IN WITNESS WHEREOF, for the purpose of forming this non-profit corporation under the laws of the State of New Jersey, we, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this _____ day of _____, 1993.

GEORGE Y. SADOWICK (L.S.)

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 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

Alan Mayer, whose address is 6 Brighton Road, Clifton, New Jersey 07012 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 TRUSTEES

The affairs of this Association shall be managed by a Board of Trustees. The initial Board of Trustees shall be composed of three (3) persons, who need not be members of the Association. After the first special meeting, the Board of Trustees shall consist of five (5) members, all as more specifically set forth in the Association By-Laws. The number of trustees may be changed as per the By-Laws of the Association. The names and addresses of persons who are to act in the capacity of trustees until the selection of their successors are:

**ARTICLES OF INCORPORATION
OF
THE MEWS AT ALLWOOD ASSOCIATION, INC.**

In compliance with the requirements of N.J.S.A. Title 15A, 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 THE MEWS AT ALLWOOD ASSOCIATION, INC., hereinafter called "the Association".

ARTICLE II

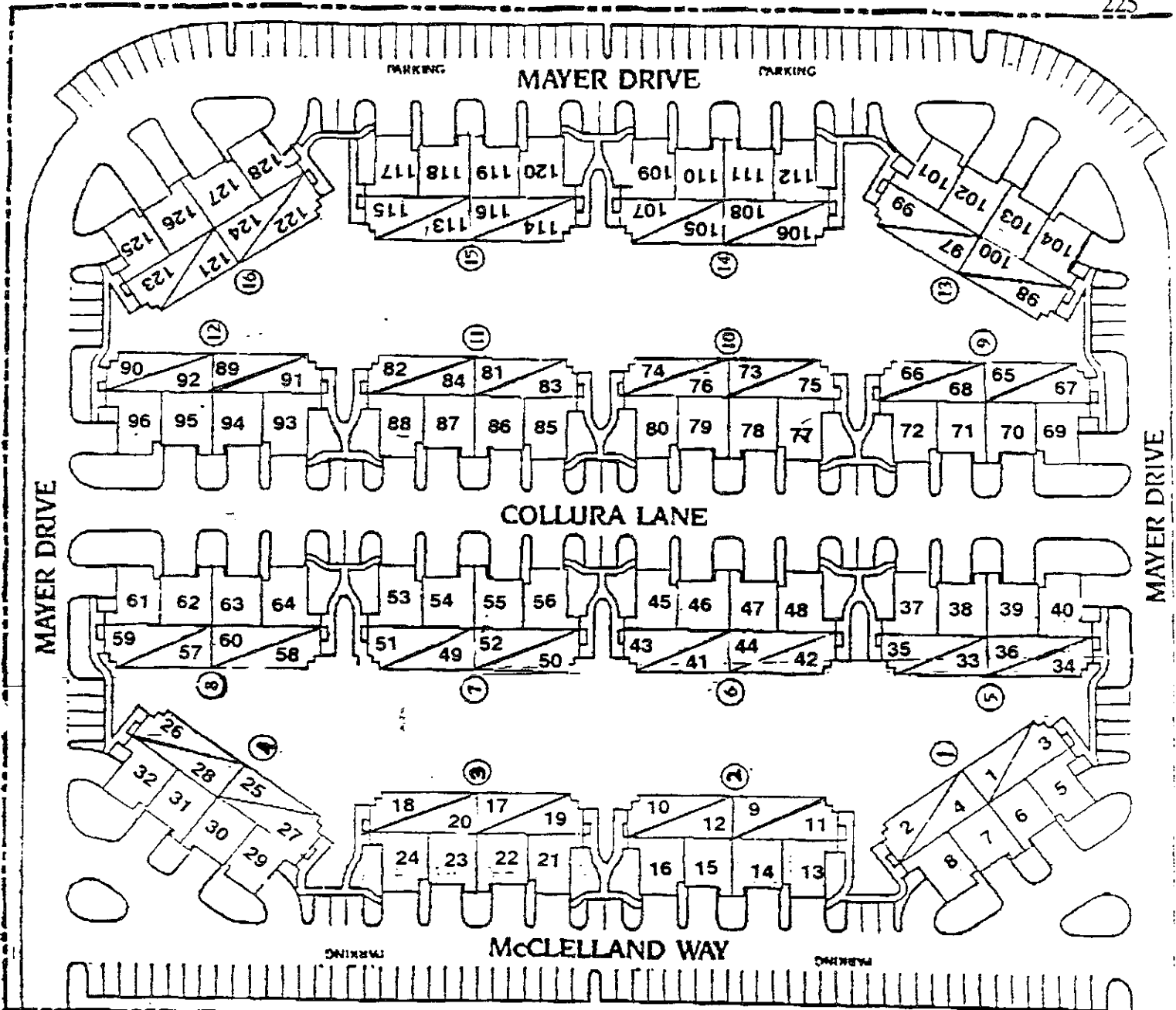
The principal office of the Association is located at 6 Brighton Road, Suite 150, Clifton, New Jersey 07012.

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 Exhibit "A" of a Master Deed recorded in the Passaic County Register's Office, said property being shown on certain map entitled "Site Plan for Allwood Mews, City of Clifton, Passaic County, New Jersey".

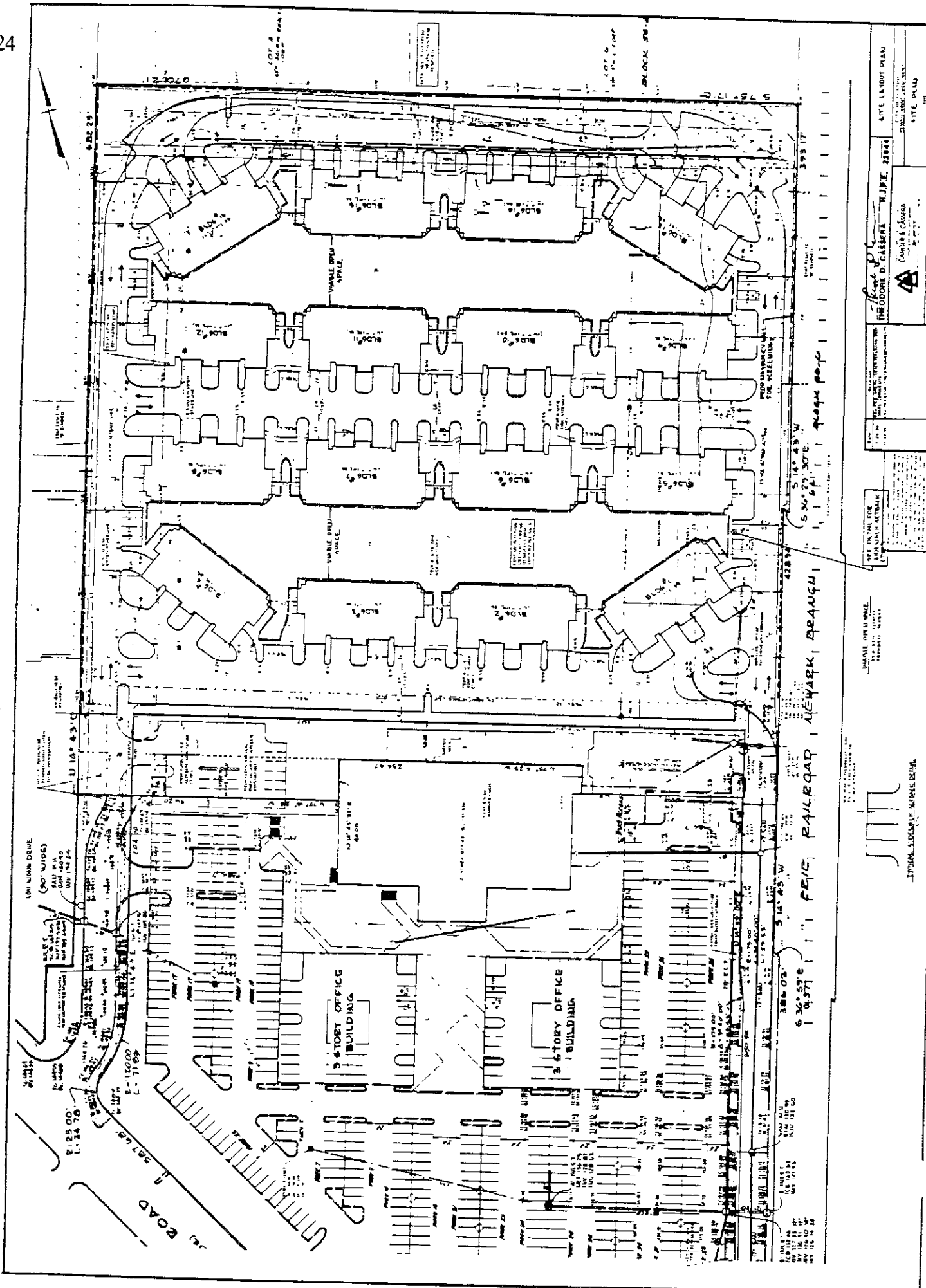
- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Master Deed as same are applicable to the property described therein and recorded or to be recorded in the Office of the Passaic County Register, Passaic, New Jersey, and as the same may 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,



SITE PLAN SHOWING UNIT NUMBERS



100 WONG DRIVE



SEE IN THE END
 FOR THE QUALITY OF THE
 ARCHITECTURE AND THE
 CONSTRUCTION OF THE
 BUILDING.

THEODORE D. CASSARA - A.I.A. 2784
 ARCHITECT
 100 WEST 42ND STREET
 NEW YORK 36, N.Y.

CASSARA & CASSARA
 ARCHITECTS
 100 WEST 42ND STREET
 NEW YORK 36, N.Y.

SITE PLAN
 30 WEST 42ND STREET

SEE IN THE END
 FOR THE QUALITY OF THE
 ARCHITECTURE AND THE
 CONSTRUCTION OF THE
 BUILDING.

THEODORE D. CASSARA - A.I.A. 2784
 ARCHITECT
 100 WEST 42ND STREET
 NEW YORK 36, N.Y.

CASSARA & CASSARA
 ARCHITECTS
 100 WEST 42ND STREET
 NEW YORK 36, N.Y.

SITE PLAN
 30 WEST 42ND STREET

SEE IN THE END
 FOR THE QUALITY OF THE
 ARCHITECTURE AND THE
 CONSTRUCTION OF THE
 BUILDING.

THEODORE D. CASSARA - A.I.A. 2784
 ARCHITECT
 100 WEST 42ND STREET
 NEW YORK 36, N.Y.

CASSARA & CASSARA
 ARCHITECTS
 100 WEST 42ND STREET
 NEW YORK 36, N.Y.

SITE PLAN
 30 WEST 42ND STREET

8. N 14°43'00" E 213.43 feet along said easterly line to a point in the existing northerly line of Lot 9.01; thence,
9. N 78°14'23" W 583.01 feet along the northerly line of Lot 9.01 to a point; thence,
10. S 14°43'00" W 78.00 feet along the westerly line of Lot 9.01 to a point; thence,
11. N 78°14'23" W 50.00 feet along the northerly terminal line of Chelsea Road to a point; thence,
12. N 14°43'00" E 582.25 feet along the easterly lines of Lot 28, Lot 28 and Lot 1 Block 86-4 to a point in the southerly line of Lot 3; thence,
13. S 78°17'00" E 578.21 feet along the southerly lines of Lot 3 and Lot 6 Block 86-4 to a point in the westerly sideline of the Newark branch of the Erie Railroad; thence,
14. S 14°43'00" W 393.17 feet along said westerly sideline to a point; thence,
15. N 36°39'30" W 6.41 feet along said westerly sideline to a point; thence,
16. S 14°43'00" W 428.94 feet along said westerly sideline to a point; thence,
17. S 36°39'00" E 6.37 feet along said westerly sideline to a point; thence,
18. S 14°43'00" W 386.03 feet along said westerly sideline to a point of curvature; thence,
19. Southwesterly along said westerly sideline and along a curve to the right having a radius of 2940.00 feet, an arc length of 108.88 feet and a central angle of 02°07'19" to a point in the northerly sideline of Bloomfield Avenue and the POINT OF BEGINNING.

CONTAINING 10.019 ACRES

| | | | | | | |
|----|-----|---|------------|----------|----------------|--------|
| 13 | 97 | D | \$1,522.18 | \$125.16 | 73 Mayer Drive | .86746 |
| 13 | 98 | D | \$1,522.18 | \$125.16 | 87 Mayer Drive | .86746 |
| 13 | 99 | A | \$1,216.42 | \$101.72 | 79 Mayer Drive | .70497 |
| 13 | 100 | A | \$1,216.42 | \$101.72 | 81 Mayer Drive | .70497 |
| 13 | 101 | C | \$1,355.88 | \$113.38 | 75 Mayer Drive | .78480 |
| 13 | 102 | B | \$1,323.02 | \$110.63 | 77 Mayer Drive | .76675 |
| 13 | 103 | B | \$1,323.02 | \$110.63 | 83 Mayer Drive | .76675 |
| 13 | 104 | C | \$1,355.88 | \$113.38 | 85 Mayer Drive | .78480 |
| 14 | 105 | D | \$1,522.18 | \$125.16 | 57 Mayer Drive | .86746 |
| 14 | 106 | D | \$1,522.18 | \$125.16 | 71 Mayer Drive | .86746 |
| 14 | 107 | A | \$1,216.42 | \$101.72 | 63 Mayer Drive | .70497 |
| 14 | 108 | A | \$1,216.42 | \$101.72 | 65 Mayer Drive | .70497 |
| 14 | 109 | C | \$1,355.88 | \$113.38 | 59 Mayer Drive | .78480 |
| 14 | 110 | B | \$1,323.02 | \$110.63 | 61 Mayer Drive | .76675 |
| 14 | 111 | B | \$1,323.02 | \$110.63 | 67 Mayer Drive | .76675 |
| 14 | 112 | C | \$1,355.88 | \$113.38 | 69 Mayer Drive | .78480 |
| 15 | 113 | D | \$1,522.18 | \$125.16 | 41 Mayer Drive | .86746 |
| 15 | 114 | D | \$1,522.18 | \$125.16 | 55 Mayer Drive | .86746 |
| 15 | 115 | A | \$1,216.42 | \$101.72 | 47 Mayer Drive | .70497 |
| 15 | 116 | A | \$1,216.42 | \$101.72 | 49 Mayer Drive | .70497 |
| 15 | 117 | C | \$1,355.88 | \$113.38 | 43 Mayer Drive | .78480 |
| 15 | 118 | B | \$1,323.02 | \$110.63 | 45 Mayer Drive | .76675 |
| 15 | 119 | B | \$1,323.02 | \$110.63 | 51 Mayer Drive | .76675 |
| 15 | 120 | C | \$1,355.88 | \$113.38 | 53 Mayer Drive | .78480 |
| 16 | 121 | D | \$1,522.18 | \$125.16 | 25 Mayer Drive | .86746 |
| 16 | 122 | D | \$1,522.18 | \$125.16 | 39 Mayer Drive | .86746 |
| 16 | 123 | A | \$1,216.42 | \$101.72 | 31 Mayer Drive | .70497 |
| 16 | 124 | A | \$1,216.42 | \$101.72 | 33 Mayer Drive | .70497 |
| 16 | 125 | C | \$1,355.88 | \$113.38 | 27 Mayer Drive | .78480 |
| 16 | 126 | B | \$1,323.02 | \$110.63 | 29 Mayer Drive | .76675 |
| 16 | 127 | B | \$1,323.02 | \$110.63 | 35 Mayer Drive | .76675 |
| 16 | 128 | C | \$1,355.88 | \$113.38 | 37 Mayer Drive | .78480 |

PROPERTY DESCRIPTION

DESCRIPTION OF
LOT 5.02 BLOCK 56-4

CITY OF CLINTON

PASSAIC COUNTY, NEW JERSEY

BEGINNING AT A POINT IN THE WESTERLY SIDING OF THE NEWARK
BRANCH OF THE R.R. RAILROAD WHERE THE SAME IS INTERSECTED BY THE
NORTHERLY SIDING OF HIGGINS AVENUE (60 feet wide), said
siding being located N 70°45'00" W, 214.68 feet from the point of
intersection of said northerly siding of Higgins Avenue with
the easterly siding of Eighth Road (80 feet wide), as shown
on a map entitled "Subdivision of Lots 5.01 & 5.02 Block 56-4,
City of Clinton, Passaic County, New Jersey", dated April 28,
1988, revised on July 25, 1988, prepared by Carter & Carter,
Consulting and Municipal Engineers, and running thence,

100.00 feet along said northerly
siding of Higgins Avenue to a
point in the easterly line of Lot
5.01; thence,
96.46 feet along said easterly line
to a point; thence,
30.87 feet along said easterly line
to a point of curvature; thence,
along said easterly line and a
curve to the left having a radius
of 28.00 feet, an arc length of
26.48 feet and a central angle of
56°02'00" to a point of tangency;
thence,
150.52 feet along said easterly
line to a point of curvature;
thence,
along said easterly line and along
a curve to the left having a radius
of 178.00 feet, an arc length of
29.83 feet and a central angle of
09°40'00" to a point of reverse
curvature; thence,
along said easterly line and along
a curve to the right having a
radius of 178.00 feet, an arc
length of 29.83 feet and a central
angle of 09°40'00" to a point of
tangency; thence,

1. S 70°45'00" W

2. N 16°43'00" E

3. N 70°45'00" E

4. Northwesterly

5. N 16°43'00" E

6. Northwesterly

7. Northwesterly

| | | | | | | |
|----|----|---|------------|----------|-----------------|--------|
| 9 | 65 | D | \$1,522.18 | \$125.16 | 89 Mayer Drive | .86746 |
| 9 | 66 | D | \$1,522.18 | \$125.16 | 46 Collura Lane | .86746 |
| 9 | 67 | A | \$1,216.42 | \$101.72 | 54 Collura Lane | .70497 |
| 9 | 68 | A | \$1,216.42 | \$101.72 | 52 Collura Lane | .70497 |
| 9 | 69 | C | \$1,355.88 | \$113.38 | 91 Mayer Drive | .78480 |
| 9 | 70 | B | \$1,323.02 | \$110.63 | 56 Collura Lane | .76675 |
| 9 | 71 | B | \$1,323.02 | \$110.63 | 50 Collura Lane | .76675 |
| 9 | 72 | C | \$1,355.88 | \$113.38 | 48 Collura Lane | .78480 |
| 10 | 73 | D | \$1,522.18 | \$125.16 | 44 Collura Lane | .86746 |
| 10 | 74 | D | \$1,522.18 | \$125.16 | 30 Collura Lane | .86746 |
| 10 | 75 | A | \$1,216.42 | \$101.72 | 38 Collura Lane | .70497 |
| 10 | 76 | A | \$1,216.42 | \$101.72 | 36 Collura Lane | .70497 |
| 10 | 77 | C | \$1,355.88 | \$113.38 | 42 Collura Lane | .78480 |
| 10 | 78 | B | \$1,323.02 | \$110.63 | 40 Collura Lane | .76675 |
| 10 | 79 | B | \$1,323.02 | \$110.63 | 34 Collura Lane | .76675 |
| 10 | 80 | C | \$1,355.88 | \$113.38 | 32 Collura Lane | .78480 |
| 11 | 81 | D | \$1,522.18 | \$125.16 | 28 Collura Lane | .86746 |
| 11 | 82 | D | \$1,522.18 | \$125.16 | 14 Collura Lane | .86746 |
| 11 | 83 | A | \$1,216.42 | \$101.72 | 22 Collura Lane | .70497 |
| 11 | 84 | A | \$1,216.42 | \$101.72 | 20 Collura Lane | .70497 |
| 11 | 85 | C | \$1,355.88 | \$113.38 | 26 Collura Lane | .78480 |
| 11 | 86 | B | \$1,323.02 | \$110.63 | 24 Collura Lane | .76675 |
| 11 | 87 | B | \$1,323.02 | \$110.63 | 18 Collura Lane | .76675 |
| 11 | 88 | C | \$1,355.88 | \$113.38 | 16 Collura Lane | .78480 |
| 12 | 89 | D | \$1,522.18 | \$125.16 | 12 Collura Lane | .86746 |
| 12 | 90 | D | \$1,522.18 | \$125.16 | 23 Mayer Drive | .86746 |
| 12 | 91 | A | \$1,216.42 | \$101.72 | 6 Collura Lane | .70497 |
| 12 | 92 | A | \$1,216.42 | \$101.72 | 4 Collura Lane | .70497 |
| 12 | 93 | C | \$1,355.88 | \$113.38 | 10 Collura Lane | .78480 |
| 12 | 94 | B | \$1,323.02 | \$110.63 | 8 Collura Lane | .76675 |
| 12 | 95 | B | \$1,323.02 | \$110.63 | 2 Collura Lane | .76675 |
| 12 | 96 | C | \$1,355.88 | \$113.38 | 21 Mayer Drive | .78480 |

| | | | | | | |
|---|----|---|------------|----------|-----------------|--------|
| 5 | 33 | D | \$1,522.18 | \$125.16 | 45 Collura Lane | .86746 |
| 5 | 34 | D | \$1,522.18 | \$125.16 | 95 Mayer Drive | .86746 |
| 5 | 35 | A | \$1,216.42 | \$101.72 | 51 Collura Lane | .70497 |
| 5 | 36 | A | \$1,216.42 | \$101.72 | 53 Collura Lane | .70497 |
| 5 | 37 | C | \$1,355.88 | \$113.38 | 47 Collura Lane | .78480 |
| 5 | 38 | B | \$1,323.02 | \$110.63 | 49 Collura Lane | .76675 |
| 5 | 39 | B | \$1,323.02 | \$110.63 | 55 Collura Lane | .76675 |
| 5 | 40 | C | \$1,355.88 | \$113.38 | 93 Mayer Drive | .78480 |
| 6 | 41 | D | \$1,522.18 | \$125.16 | 29 Collura Lane | .86746 |
| 6 | 42 | D | \$1,522.18 | \$125.16 | 43 Collura Lane | .86746 |
| 6 | 43 | A | \$1,216.42 | \$101.72 | 35 Collura Lane | .70497 |
| 6 | 44 | A | \$1,216.42 | \$101.72 | 37 Collura Lane | .70497 |
| 6 | 45 | C | \$1,355.88 | \$113.38 | 31 Collura Lane | .78480 |
| 6 | 46 | B | \$1,323.02 | \$110.63 | 33 Collura Lane | .76675 |
| 6 | 47 | B | \$1,323.02 | \$110.63 | 39 Collura Lane | .76675 |
| 6 | 48 | C | \$1,355.88 | \$113.38 | 41 Collura Lane | .78480 |
| 7 | 49 | D | \$1,522.18 | \$125.16 | 13 Collura Lane | .86746 |
| 7 | 50 | D | \$1,522.18 | \$125.16 | 27 Collura Lane | .86746 |
| 7 | 51 | A | \$1,216.42 | \$101.72 | 19 Collura Lane | .70497 |
| 7 | 52 | A | \$1,216.42 | \$101.72 | 21 Collura Lane | .70497 |
| 7 | 53 | C | \$1,355.88 | \$113.38 | 15 Collura Lane | .78480 |
| 7 | 54 | B | \$1,323.02 | \$110.63 | 17 Collura Lane | .76675 |
| 7 | 55 | B | \$1,323.02 | \$110.63 | 23 Collura Lane | .76675 |
| 7 | 56 | C | \$1,355.88 | \$113.38 | 25 Collura Lane | .78480 |
| 8 | 57 | D | \$1,522.18 | \$125.16 | 17 Mayer Drive | .86746 |
| 8 | 58 | D | \$1,522.18 | \$125.16 | 11 Collura Lane | .86746 |
| 8 | 59 | A | \$1,216.42 | \$101.72 | 3 Collura Lane | .70497 |
| 8 | 60 | A | \$1,216.42 | \$101.72 | 5 Collura Lane | .70497 |
| 8 | 61 | C | \$1,355.88 | \$113.38 | 19 Mayer Drive | .78480 |
| 8 | 62 | B | \$1,323.02 | \$110.63 | 1 Collura Lane | .76675 |
| 8 | 63 | B | \$1,323.02 | \$110.63 | 7 Collura Lane | .76675 |
| 8 | 64 | C | \$1,355.88 | \$113.38 | 9 Collura Lane | .78480 |

THE MEWS AT ALLWOOD

CLIFTON, N.J.

| BLDG # | UNIT # | MODEL TYPE | ANNUAL CONDOMINIUM FEES | MONTHLY CONDOMINIUM FEES | STREET ADDRESS | % INTEREST |
|--------|--------|------------|-------------------------|--------------------------|-------------------|------------|
| 1 | 1 | D | \$1,522.18 | \$125.16 | 97 Mayer Drive | .86746 |
| 1 | 2 | D | \$1,522.18 | \$125.16 | 111 Mayer Drive | .86746 |
| 1 | 3 | A | \$1,216.42 | \$101.72 | 103 Mayer Drive | .70497 |
| 1 | 4 | A | \$1,216.42 | \$101.72 | 105 Mayer Drive | .70497 |
| 1 | 5 | C | \$1,355.88 | \$113.38 | 99 Mayer Drive | .78480 |
| 1 | 6 | B | \$1,323.02 | \$110.63 | 101 Mayer Drive | .76675 |
| 1 | 7 | B | \$1,323.02 | \$110.63 | 107 Mayer Drive | .76675 |
| 1 | 8 | C | \$1,355.88 | \$113.38 | 109 Mayer Drive | .78480 |
| 2 | 9 | D | \$1,522.18 | \$125.16 | 31 McClelland Way | .86746 |
| 2 | 10 | D | \$1,522.18 | \$125.16 | 17 McClelland Way | .86746 |
| 2 | 11 | A | \$1,216.42 | \$101.72 | 25 McClelland Way | .70497 |
| 2 | 12 | A | \$1,216.42 | \$101.72 | 23 McClelland Way | .70497 |
| 2 | 13 | C | \$1,355.88 | \$113.38 | 29 McClelland Way | .78480 |
| 2 | 14 | B | \$1,323.02 | \$110.63 | 27 McClelland Way | .76675 |
| 2 | 15 | B | \$1,323.02 | \$110.63 | 21 McClelland Way | .76675 |
| 2 | 16 | C | \$1,355.88 | \$113.38 | 19 McClelland Way | .78480 |
| 3 | 17 | D | \$1,522.18 | \$125.16 | 15 McClelland Way | .86746 |
| 3 | 18 | D | \$1,522.18 | \$125.16 | 1 McClelland Way | .86746 |
| 3 | 19 | A | \$1,216.42 | \$101.72 | 9 McClelland Way | .70497 |
| 3 | 20 | A | \$1,216.42 | \$101.72 | 7 McClelland Way | .70497 |
| 3 | 21 | C | \$1,355.88 | \$113.38 | 13 McClelland Way | .78480 |
| 3 | 22 | B | \$1,323.02 | \$110.63 | 11 McClelland Way | .76675 |
| 3 | 23 | B | \$1,323.02 | \$110.63 | 5 McClelland Way | .76675 |
| 3 | 24 | C | \$1,355.88 | \$113.38 | 3 McClelland Way | .78480 |
| 4 | 25 | D | \$1,522.18 | \$125.16 | 1 Mayer Drive | .86746 |
| 4 | 26 | D | \$1,522.18 | \$125.16 | 15 Mayer Drive | .86746 |
| 4 | 27 | A | \$1,216.42 | \$101.72 | 7 Mayer Drive | .70497 |
| 4 | 28 | A | \$1,216.42 | \$101.72 | 9 Mayer Drive | .70497 |
| 4 | 29 | C | \$1,355.88 | \$113.38 | 3 Mayer Drive | .78480 |
| 4 | 30 | B | \$1,323.02 | \$110.63 | 5 Mayer Drive | .76675 |
| 4 | 31 | B | \$1,323.02 | \$110.63 | 11 Mayer Drive | .76675 |
| 4 | 32 | C | \$1,355.88 | \$113.38 | 13 Mayer Drive | .78480 |

39. NOTICE TO BUYER.

YOU HAVE THE RIGHT TO CANCEL THIS AGREEMENT, WITHOUT CAUSE, BY SENDING OR DELIVERING WRITTEN NOTICE OF CANCELLATION TO THE SELLER 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 IN THEIR ENTIRETY.

BY EXECUTION OF THIS CONTRACT, BUYER ACKNOWLEDGES THAT HE (SHE) (THEY) HAS (HAVE) RECEIVED A COPY OF THE PUBLIC OFFERING STATEMENT, WHICH INCLUDES A COPY OF THE MASTER DEED, ASSOCIATION'S BY-LAWS AND ASSOCIATION'S ARTICLES OF INCORPORATION.

BEAZER HOMES, INC., Seller

DATED: _____

BY: _____

DATED: _____

BUYER

DATED: _____

BUYER

Buyers Attorney:
Address:

Tel No.:

Seller's Attorney: Brach, Eichler, Rosenberg, Silver,
Bernstein, Hammer & Gladstone
Address: 101 Eisenhower Parkway
Roseland, New Jersey 07068
Tel No.: (201) 228-5700

DATA\TEMP\GYS\24767

38. ATTORNEY REVIEW CLAUSE.

(1) Study by Attorney

The Buyer or the Seller may choose to have an attorney study this Agreement. If an attorney is consulted, the attorney must complete his or her review of the Agreement within a three-day period. This Agreement will be legally binding at the end of this three-day period unless an attorney for the Buyer or the Seller reviews and disapproves this Agreement.

(2) Counting the Time

You count the three days from the date of delivery of the signed Agreement to the Buyer and Seller. You do not count Saturdays, Sundays or legal holidays. The Buyer and the Seller may agree in writing to extend the three-day period for an attorney review.

(3) Notice of Disapproval

If an attorney for the Buyer or the Seller reviews and disapproves this Agreement, the attorney must notify the REALTOR and the other party named in this Agreement within the three-day period. Otherwise, this Agreement will be legally binding as written subject to the seven day right of rescission stated in Article 40 of this Agreement. The attorney must send the notice of disapproval to the Realtor by certified mail, by telegram, or by delivering it personally. The telegram or certified letter will be effective upon sending. The personal delivery will be effective upon delivery to the Realtor office. The attorney may also, but need not, inform the Realtor of any suggested revision(s) in the Agreement that would make it satisfactory.

(4) The three-day period stated in this Article 38 is part of the seven day rescission period stated in the following Article 39.

34. GENERAL.

A. The Seller shall not be responsible for any condition that may result to the Buyer's Unit or the Property if the Buyer, without the Seller's written consent, changes, alters, or modifies the grade, contour or pitch of the Property; or if the Buyer digs or disturbs the earth in the foundation areas; or if the Buyer interferes in any way with the natural flow of surface waters to, through, onto or from the Property.

B. The Buyer agrees not to put any signs on the exterior or interior of any Unit or on the Property.

35. ENTIRE AGREEMENT.

A. This Agreement and the application for registration (filed with the Department of Community Affairs, State of New Jersey) constitute the final and entire Agreement between the parties hereto. Buyer and Seller shall not be bound by any terms, conditions, statements or representations, oral or written, not contained within this Agreement or the application for registration.

B. The obligations and liabilities of the Buyers under this Agreement, if more than one person, shall be joint and severable. This Agreement shall be binding upon all parties, and their respective heirs, successors and assigns.

36. CAPTIONS. The captions, titles, articles or paragraph headings contained in this Agreement are inserted for convenience only, and are in no way construed as part of this Agreement or as a limitation of the scope of the particular provision to which they refer.

37. USE OF TERMS. It is understood between the parties that the words "Seller" and "Buyer" throughout this Agreement shall include the parties to this Agreement, whether singular or plural, masculine or feminine, whether individuals, partnerships, associations or corporations.

shall provide the names to be reflected on the survey certificate to Seller in a timely fashion.

30. **SELLER'S RIGHT OF RENTAL.** The Seller reserves the right for itself, its successors and/or assigns, the irrevocable right, subject to compliance with the Master Deed and By-Laws of the Condominium, to rent one or more Units to any person as it so desires.

31. **RECEIPT OF DOCUMENTS.** The Buyer hereby acknowledges receipt of a copy of the Public Offering Statement.

32. **NO POSSESSION UNTIL CLOSING.** The Buyer does not own the Unit until the closing of title and the payment of all monies due the Seller. Therefore, the Buyer agrees to stay out of the Unit unless accompanied by a representative of the Seller. Also, the Buyer will not allow any person in the Unit to do any work on the Unit to deliver any furniture or other personal property for storage or installation in or on the Unit until title closing takes place. The Buyer is aware that a construction site is very dangerous and that if Buyer chooses to enter on the site, Buyer assumes the responsibility for Buyer's own safety, as well as the safety of companions and family members, guests, invitees and contractors.

33. **NOTICE TO BUYER REGARDING RADON GAS.** It is understood that portions of New Jersey may be affected by radon gas. No representation has been made by the Seller as to the presence or absence of radon gas at the property. Seller has performed no tests to determine the existence or non-existence of radon gas. Buyer shall have the right to test for radon gas at their own expense. It is understood and agreed that in the event radon gas is discovered at the within premises, same shall be Buyer's sole responsibility and Seller shall have no liability regarding correction of the condition and/or any damages suffered by Buyer as a result of the presence of said gas. A Buyer is notified that the subject property is NOT located in Tier I areas.

opportunity to inspect and examine the floor plans and model, if applicable, mentioned above. During the course of construction, however, it may be necessary for the Seller to vary from the floor plans but not materially affect the size of any room nor the number of rooms or to substitute materials. In such a case, the Seller has the absolute right to do so, provided, in the case of substituted materials, they are of comparable quality to those initially proposed by Seller. It may also become necessary for the Seller to make certain changes in the construction of the Buyer's Unit. The Seller has the absolute right to do so, provided any changes will be in accordance with local building codes. The Seller will also have the right to change the location, for example, of the utilities which service the Unit, the location of the utility meters, the furnace, the chimney, hot water heater, air conditioning, if any, fireplace, if any, sewers, electric lines, telephone lines, gas lines, and overhead or underground wires, if any, all of which shall be determined during construction, based on field conditions as well as the decisions of the Seller's engineer and/or the municipal authorities. None of the above changes shall give the Buyer the right to cancel this Contract.

28. FAILURE OF SELLER TO INSTALL EXTRAS OR MAKE CHANGE. If the Seller does not install an extra ordered by the Buyer or if the Seller does not make a change in construction ordered by the Buyer, the Seller's only responsibility will be to give the Buyer a credit at the closing for the extra or change which was ordered and paid for but not installed or made. The credit will never exceed the price the Buyer agreed to pay for the extra or change. However, in the event of the inability of Seller to obtain such extras or upgraded products, Seller shall also have the right to substitute other materials of comparable quality, utility or color.

The Buyer shall only deal with Seller as to any upgrades, extras or changes.

29. SURVEY CERTIFICATION FEE. If requested by the Buyer or the Buyer's Mortgagee, the Buyer hereby agrees to pay a survey certificate fee to the Seller in the sum of \$275.00. The Buyer

and/or purchased exclusively through the Seller, and any installations regarding same shall be completed by the Seller and/or its designees. Those choices and selections must be made by the Buyer within ten (10) days after the Seller notifies Buyer that Buyer must make the selections. If the Buyer does not make the selections within the ten (10) days, the Seller may select the color, items or options on behalf of the Buyer at the time each is ordered. If the Buyer changes a color selection after Buyer makes a decision, the Seller is not responsible if it cannot comply with the second selection of the Buyer and the Buyer must close with the first selection. Any selection by the Buyer of any color or option must be signed by the Buyer and Seller. The Seller is not bound by any selection or change in selections unless it is signed by both the Buyer and Seller and the item is not yet ordered or installed. Seller shall not be responsible for any selection by Seller or for any difference or change in color, tint, shading, discoloration, or toning between samples of products displayed to Buyer or merchandise ordered by either Buyer or Seller, and actually delivered and/or installed. Seller shall in no way be responsible for any product or selection made by Buyer through any supplier selected by Buyer. In the event of the inability of Seller to obtain such selections or options, Seller shall have the right to substitute other materials of substantially similar quality, utility or color. All external colors to the Property shall be selected by the Seller at its sole and absolute discretion. Buyer agrees to pay for all options, extras and upgrades upon selection of such option, extra or upgrade.

B. The Seller reserves the right to substitute any materials, equipment and/or appliances of substantially similar or better quality whenever Seller deems it to be expedient or necessary to do so. Buyer acknowledges that no workers or subcontractors of any type employed by the Buyer shall be permitted into the Unit prior to closing of title.

27. CONSTRUCTION AND CHANGES. The Seller agrees to build the Buyer's Unit substantially similar to the floor plans or model shown to Buyer. The Buyer acknowledges that Buyer has had ample

the Buyer's share of the Common Expenses of the Condominium. All of the units and Common Elements comprising the Condominium development are more particularly described in the Master Deed and as such, the terms and conditions of the Master Deed are incorporated herein by reference. The Buyer hereby agrees to be bound by the terms, provisions and conditions of the Master Deed and By-Laws of the Condominium Association, as well as any rules promulgated thereby.

24. **BROKERAGE.** The Buyer and the Seller hereby represent and warrant to each other that neither party has dealt with any broker or brokers in connection with this transaction except Coldwell Banker/Schlott Realtors. Buyer and Seller agree that should any claim be made against the other for commissions or compensation by any other broker, or any party acting as a broker, both the Buyer and Seller shall indemnify the other against any and all such claims, including reasonable legal fees. The provisions of this Paragraph shall survive title closing.

25. **MODEL DISPLAYS AND RENDERINGS.**

A. Buyer hereby acknowledges that all furnishings, light fixtures, outlets, special tiles, ceramic and vinyl, mirrors, carpeting, decorations and wall coverings in the model units are for display purposes only and are not included in this Agreement.

B. Buyer further acknowledges that the artist's rendering, if any, displayed in the sales office, may indicate different roof lines, color, location of cultured stones or bricks, landscaping, etc., than actually will be constructed. It is agreed between the parties that in the event that changes of this nature occur, Seller warrants only the construction and material of the Unit and that any style change or other change of this nature that occurs is acknowledged and accepted by the Buyer.

26. **STANDARD INTERIOR SELECTIONS.**

A. The Buyer may select floor covering, ceramic tile, color of kitchen fixtures, kitchen cabinet doors, sinks and vanity tops, and any other standard items not listed herein, all from the offered choices in the sales office. All other selections and options regarding colors, items or extras shall be made, obtained

woodgrains. The Seller will only perform repair work if required by the insurance plan or if set forth on the pre-closing inspection list. This clause shall survive the closing of title without any further agreements or documentation, despite anything else contained in this Agreement to the contrary.

I. Despite the foregoing provisions the Seller shall be responsible for all repair work mandated by the provisions of the New Jersey Planned Real Estate Development Full Disclosure Act and the New Jersey New Home Warranty and Builders Registration Act and the regulations promulgated pursuant to those acts.

21. INSULATION. The standard insulation to be used in the construction of this Unit shall be as follows:

| | |
|----------------|--|
| WALLS: | R13 - 3½ inches Kraft Faced |
| ATTIC/CEILING: | R30 - 9½ inches Kraft Faced (where feasible) |

22. RIGHT OF ENTRY. Buyer hereby grants to Seller the irrevocable right to enter into, upon, over and under the Property conveyed, for such purposes as may be reasonably necessary for Seller or its agents to complete the development of which this Unit is a part, or for repairs or emergency matters, or pursuant to governmental order or requirement. This irrevocable right shall survive delivery of the Deed and shall be in addition to, and not in limitation of, any other rights or powers conferred upon the Seller or its successors in any other documents referred to herein. This right of entry shall expire two (2) years from the date of title closing with respect to this Unit.

23. ESTABLISHMENT OF CONDOMINIUM. The Unit to be purchased by Buyer is more particularly described in the Master Deed establishing the development as a Condominium. By way of general description, said Unit consists of fee simple ownership of the air space within the Condominium Unit, as more particularly defined in the Master Deed. The appurtenant rights in the Common Elements to be owned by the Buyer consists of that undivided interest, as stated on the first page of this Agreement, in the land, improvements and appurtenances comprising the Common Elements referred to in the Master Deed and said interest shall constitute

(b) That all drainage is proper and adequate and that all off-site improvements installed by the Seller shall be free from defects due to faulty material or workmanship for a period of one (1) year from construction of the improvements;

(c) That the Unit is fit for its intended use and that the Common Elements and Common Facilities installed or constructed, or to be constructed by the Seller, shall be free from substantial defects due to faulty material or workmanship for a period of two (2) years from the date of completion of each improvement or Common Facility and that Seller shall repair or correct any defect in construction material or workmanship in the Common Facilities constructed by the Seller, within a reasonable time after notification of such defect, for a period of two (2) years from the date of completion of each of the Common Facilities.

F. In no event shall the Seller be responsible for any damages or any other costs incurred by the Buyer beyond the obligation to service as set forth herein. In addition, the Seller expressly disclaims liability for any consequential damages arising out of any breach of warranty and as such, Seller shall not be responsible in the event any person suffers property damage due to a defect in a warranted item. The Buyer hereby acknowledges that the Seller shall not be liable for consequential damages.

G. The Seller makes no promise or guarantee of any kind that grass, shrubs, trees or any foliage located anywhere within the Condominium development shall succeed or endure for any period of time. This applies whether or not the Seller planted the grass, shrubs, trees or other foliage and if so, does not depend upon when planted.

H. Unless the following items are covered by the State's new Homeowners Warranty insurance program, the Seller does not warrant, at any time, masonry, stucco and asphalt cracks in patios, walks, driveways, porches and walls nor does the Seller warrant cracks in driveway aprons, basements, floors, foundations, chimneys and fireplaces. The Seller further does not warrant nor will Seller change the color variation in brick, stone, stucco, shingles, paints, tiles, cabinets and/or woodgrains and the staining of

paneling, trim or sheetrock walls, chips, scratches or mars in the following items:

Tile, glass, woodwork, walls, porcelain, brick, mirrors, countertops, or nail pops in paneling, trim, sheetrock, walls or flooring.

Even if this inspection is made and the Buyer and Seller execute a pre-closing list of items to be repaired, no escrows shall be held at the time of closing from any monies due to the Seller on account of these items. The Buyer must proceed to close and the Seller will complete the items set forth on the list as soon as possible after the closing.

C. After title closing, Buyer agrees to make ready access to the premises and remove any obstruction installed or stored by it, at its own cost and expense, which in any way makes the Seller's repair responsibility more difficult or costly. In the event Seller, or its designees, have scheduled, in advance, repairs to be made within normal business hours and Buyer denies Seller or its designees ready access to the premises, the Seller shall then be relieved of its responsibility to make those specific repairs or adjustments.

D. In no event shall the Seller be responsible for any damages or any other costs incurred by the Buyer beyond the obligation to service as set forth herein. Except for the foregoing, and any warranties of the Unit or of the Common Elements required by state law, conveyance of the Deed shall constitute the final and complete agreement between the Seller and the Buyer and all rights of the parties hereto shall merge with the Deed.

E. In addition to the warranties required under the New Home Warranty and Builders Registration Act, the Seller also warrants the following:

(a) That any out-buildings, driveways, walkways, patios, retaining walls or fences installed by the Seller and constituting a part of the Unit shall be free from substantial defects due to faulty material or workmanship for a period of one (1) year from the date of closing or date of possession, whichever occurs first;

B. The Buyer may not assign or in any way transfer this Agreement. Any attempted or purported assignment of the Buyer's rights and/or interests in this Agreement may result in the termination of the Agreement by Seller and in that event, Seller may retain all monies paid or promised to be paid by Buyer to a maximum of ten (10) percent of the purchase price, in addition to the full cost of any installed extras. This retained amount shall be deemed to be the agreed upon amount of damages suffered by the Seller.

19. **DISPUTES.** Any disputes arising in connection with this Agreement or in relation to any amendment to this Agreement, either before or after closing of title, shall be heard and determined by arbitration before an arbiter of the American Arbitration Association in Passaic County. The decision of the arbiter shall be final and binding on all parties. Costs of arbitration shall borne equally between the Seller and the Buyer. This clause shall survive closing of title.

20. **HOMEOWNERS WARRANTY.**

A. Despite anything to the contrary contained herein, the Seller's obligation with respect to construction of the Unit to be conveyed shall be in accordance with the insurance-backed warranty coverage and protection under a state approved warranty program as provided under N.J.S.A. 46:3B-1. Seller shall provide Buyer with insurance-backed warranty coverage and protection referred to herein by enrolling the Unit in a program prior to or at the time of closing. The Seller shall be responsible for payment of all requisite fees/premiums for said enrollment.

B. It will be the Buyer's responsibility to arrange for an inspection of the Property with Seller. The inspection shall take place within seventy-two (72) hours prior to the time of closing, and the Buyer must be accompanied by the Seller. At that time, the Buyer shall list on a pre-closing inspection list, items that are in need of repair or completion. This list shall be signed by both the Seller and the Buyer. Unless this inspection is made by the Buyer and this list signed by both parties at the time the inspection is made, the Seller does not warrant cracks in doors

the Buyer, the Buyer may terminate this Agreement by providing written notice to the Seller. In either event, the Buyer would then receive all deposit monies, without interest, and the parties would be relieved of all further obligations under this Agreement.

16. CONSENT TO CERTAIN AMENDMENTS. The Buyer hereby consents to any and all amendments to the Master Deed, By-Laws or any other Condominium documents which may be reasonably required by a lending institution having an interest in the Condominium, a title company insuring title to same, or at the direction of any governmental authority having or exercising jurisdiction with respect to the Condominium development. The Buyer and Seller agree that no further documentation shall be necessary to effectuate an amendment of this nature provided that said amendment does not affect the rights and obligations of the Buyer, nor the useful enjoyment of the Property and Common Elements by the Buyer. For this purpose, the Buyer hereby appoints the Seller as its Attorney-in-Fact for the express purpose of signing, acknowledging and delivering documents evidencing the Buyer's consent to any and all amendments described herein. This provision shall survive closing of title.

17. PARTIAL INVALIDITY. In the event any term, condition or promise contained in this Agreement is declared invalid by a court of competent jurisdiction, the remaining terms, conditions and promises shall remain in full force and effect.

18. SUBORDINATION AND ASSIGNMENT.

A. The Buyer acknowledges that all terms of this Agreement are subject and subordinate to the lien of any land, improvement or building mortgage(s) executed before or after this Agreement, as well as any advances made under the terms of said mortgage(s) regardless of whether the advance was made before or after the date of this Agreement. This subordination shall apply whether the advances are voluntary or involuntary and whether made in accordance with the mortgagees' schedule of payments or accelerated thereunder by virtue of the lender's right to make advances before they become due, in accordance with the schedule of payment. In any event, the Seller represents that all mortgage liens affecting the Unit shall be released or discharged prior to or at closing.

14. DELAY IN COMPLETION. In the event completion is delayed due to inclement weather; labor strikes; lockouts or other labor disputes affecting either the Seller or any of Seller's suppliers of materials or labor; delay in issuance of permits, or the Seller's mortgage commitments or inspections; acts of war; emergency proclamations; government regulations; sewer moratorium; or for any other reason beyond the Seller's control, it is agreed that the closing date shall be extended for a period of time equal to the time lost by reason of any or all of said causes. In the event any of the foregoing make the performance of this Agreement by Seller impossible for a period of two years from the date of execution of this Contract, the Seller shall have the right to terminate this Agreement upon notice to Buyer and all deposit monies, without interest, shall be returned to the Buyer. Under no circumstance shall the Seller be liable to the Buyer for damages, monetary or otherwise, due to any delay in completion or closing of title based upon the above causes. However, if a Certificate of Occupancy is not issued within one hundred and eighty (180) days from the date set forth in Paragraph 13 above, the Buyer may void this Agreement by providing written notice to the Seller in accordance with the provisions of Article 13D above. If Seller is unable to comply with provisions in Article 13D, then at the end of the thirty (30) day period the Seller's sole obligation shall be to return deposit monies without interest within ten (10) business days.

15. CANCELLATION OF AGREEMENT. The Seller shall have the sole right to cancel this Agreement within ten months of the date of the Public Offering Statement if the Seller does not obtain twenty unconditional Agreements of Sale within the aforesaid time, but in any event, Seller shall either declare this Agreement effective and binding within the aforesaid ten month period or terminate this Agreement. In the event Seller decides to terminate this Agreement it shall notify Buyer by written notice and refund to Buyer any deposit monies paid hereunder, without interest. In the event title does not close within eighteen (18) months from the date of the signing of this Agreement due to factors not in the control of



WELCOME PACKAGE
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**SECTION
A
LETTER FROM
BEAZER HOMES, INC.**

BEAZER HOMES, INC.

6 Brighton Road Clifton, N.J. 07012

(201) 472-4292

Dear New Beazer Homeowner,

You will soon be called to make your Pre-Closing "Walk Through". Up to this point every time you spoke about your unit the **UNIT NUMBER** and **BUILDING NUMBER** were the means of identification. After moving in you can forget these designations. The only meaningful thing is your **STREET ADDRESS**. This address is called the **PROPERTY ADDRESS** in your contract. It is the number that your guests and all delivery people will need to know when they visit you. It's your mailing address and the address you will give to all companies that provide services to your home.

Here are some important matters that you are responsible for on or before closing day.

You must call **P.S.E. & G. Company** and advise them to read both the **ELECTRIC METER** and the **GAS METER** on the day you are scheduled to close title and to put the meters in **YOUR NAME**. Call them at **473-7000**

The cable television company that will service your home is **TCI**. They should be called and advised of the date on which you wish to start service. Call them at **337-1550**.

You will never get water a bill as this is provided for in your monthly condominium fee.

You must also call **New Jersey Bell Telephone Company** to advise them of your new location. Their number is **1-800-479-9977**.

Now about **GARBAGE AND RECYCLING REQUIREMENTS** in the Town of Clifton: Your trash cans normally should be stored in your garage. trash will be collected early Wednesday and Saturday mornings. Set the trash cans, which you must provide, **AT THE CURB AT THE STREET END OF YOUR DRIVEWAY. TRASH CANS MUST HAVE COVERS IN PLACE WHEN SET OUT**. Check your residential recycling guide for schedule and instructions for handling recyclable materials. Your home is in **SECTION 14**. For more information call the Recycling Center **470-2239**

To obtain your mail box key go to the Post Office, 811 Paulison Ave, ask the window clerk for the **ALLWOOD CARRIER SUPERVISOR** and tell them you want the key to your mail box just give them your street address.

You are required to pay your monthly condominium fees before the 10th of each month as specified in the condominium documents. All checks should be made payable to **THE MEWS AT ALLWOOD CONDOMINIUM ASSOCIATION** and should be mailed to the following address:

C&R REALTY and MANAGEMENT COMPANY

259 Cedar Lane Teaneck, NJ 07666-2105

(201) 692-1400

**POLICE - FIRE - AMBULANCE - EMERGENCY
NUMBER 470-5911**

SECTION

B

EMERGENCY PHONE

NUMBERS

CLIFTON EMERGENCY TELEPHONE NUMBERS

Clifton Police Department: Emergency - 470-5911
Main Desk - 470-5900

Clifton Fire Department: Emergency - 470-5911
Headquarters- 470-5801

C & R TELEPHONE NUMBERS

C & R Management Office: 669-8462
Mark MacFarlane
Donna Crerand

C & R Realty and Management Co., Inc.: 24 Hour Emergency Number
(201) 692-1400

Sales Office: 472-4292

In the event of an emergency and you can not contact C & R Realty
you may contact the following companies for Service.

For Heating Emergencies:

| | |
|---------------------------------------|----------------|
| | <u>Phone</u> |
| Accurate Air conditioning and Heating | (201) 340-2012 |
| Attention: Phil | |

For Plumbing Emergencies:

| | |
|--------------------------|----------------|
| | <u>Phone</u> |
| Bob Gesumaria Plumbing | (201) 465-5182 |
| Attention: Bob Gesumaria | |
| | <u>Beeper</u> |
| | (201) 955-3093 |

SECTION

C

FIRE EVACUATION

PLAN

FIRE SAFETY EVACUATION PLAN

WHAT OCCUPANTS SHOULD KNOW BEFORE A FIRE OCCURS:

- 1) Know two (2) exits - This should be the main entrance and your back door or window.
- 2) Know the fire resistive features of your building, self closing, fire rated doors, fire stairwells, etc.
- 3) Practice home fire safety - keep heat producing devices away from combustibles, don't overload electrical outlets, don't use frayed or damaged electrical cords, do not store flammable liquids, watch for carelessly discarded cigarettes, never throw water on a grease fire, etc.

WHAT TO DO IN THE EVENT OF FIRE:

- 1) Do not attempt to fight the fire yourself before calling for help and notifying the fire department.
- 2) Get your family and guests out of the area of danger and to an area of safe refuge.
- 3) Close the door as you leave, but do not lock it.
- 4) Call the Clifton Fire Department at (201) 470-5911.
- 5) Contact management with the exact location and nature of the fire (electrical, grease, etc.)



**SECTION
D
GENERAL
INFORMATION**

GENERAL INFORMATION

Insurance

You should consult with an insurance agent to learn about the extent of coverage that you should have on your unit as well as your contents. The items the unit owner should have insurance coverage for are as follows:

- 100% replacement cost for all contents and personal possessions in the event of fire or other hazard.
- 100% replacement cost for all improvements contained within your unit in the event of fire or other hazard. This includes floor covering, cabinets, doors, windows, plumbing fixtures, appliances, etc.
- Alternate housing expense coverage in the event you lose the use of your unit.
- Public liability insurance.

The insurance information is provided as a general guide only. The Board of Directors and C&R Realty and Management Co., Inc. recommend you speak to a qualified professional to ascertain what insurance coverages are appropriate for you.

Day to Day Operations

Routine operations and administration is conducted by C&R Realty. As managing agent C&R Realty is the liaison between the Board of Directors and the unit owners. All questions and concerns can be directed to C&R Realty at (201) 669-0813.

Monthly Maintenance Fees

Each unit owner will be billed at the end of each month by the management company. The statements will contain the amount currently due as well as any outstanding fees. All payments should be made by the first of the month in order to avoid being assessed a late fee. If you should have any questions concerning your bill please speak to C&R Realty at (201) 692-1400.

MEMBERSHIP IN THE ASSOCIATION

Upon acceptance of a deed to a unit, each unit owner shall automatically become a member of the Condominium Association and shall be a member for so long as he shall hold legal title to his unit.

ASSOCIATION OPERATION AND MANAGEMENT

The condominium association is operated under authority of the Board of Directors. The Board of Directors consist of 5 individuals. Presently, the board members are appointed by the Sponsor. Upon the conveyance of 25% of the units, 2 of the Directors appointed by the sponsor will be replaced by 2 unit owners elected by all unit owners that are not the sponsor. Upon the conveyance of 75% of the units 2 additional Directors appointed by the sponsor will be replaced by 2 unit owners elected by all unit owners that are not the sponsor. The Sponsor has the right to maintain a one seat n the Board until all the units are conveyed.

The Board of Directors shall conduct business on behalf of all of the unit owners. This shall include adopting budgets, awarding contracts, paying vendors and suppliers, making staffing decisions, making assessments, adopting policies and conducting all other business required to protect, maintain and improve the Association.

The Board of Directors have entered into a contract with C&R Realty and Management Co., Inc. to assist them in their endeavors. C&R Realty is a professional management company who have been assisting community association for 23 years.

The Board of Directors and C&R Realty work together to insure the successful operation and management of the community.

COMMITTEE INTEREST QUESTIONNAIRE

Please complete this questionnaire if you are interested in playing an important role in the activities of the Mews at Allwood.

Name _____

Unit _____

Home Phone _____ Work Phone _____

I would like to work on the following committee:

Finance Committee _____

Recreation Committee _____

Covenants Committee _____

Grounds Committee _____

Architectural Committee _____

I would accept chairmanship of the committee I am volunteering for:

At this time _____

In the future _____

I can spend the following amount of time devoted to the committee:

Small _____ Days _____

Moderate _____ Evenings _____

Considerate _____ Weekends _____

I have the following skills which may be of value to the operations and activities of the community:

SECTION

G

MOVE IN/OUT

FORM

THE MEWS AT ALLWOOD
MOVING IN/OUT FORM

Date _____

Move In _____

Move out _____

Resident information:

Name _____

Home phone _____ Work phone _____

Unit moving in to/out of _____

The address you would like your maintenance bills sent to:

Moving company information:

Company name _____

Address _____

Phone number _____

Please return this form to C&R Realty at the below address at least two weeks prior to your scheduled move in/out date:

C&R Realty and Management Co., Inc.
c/o Crown View Manor
10 Smith Manor Boulevard
West Orange, New Jersey 07052.

MOVING IN OR OUT IS ONLY PERMITTED ON MONDAY THROUGH SATURDAY, 9AM-6PM. MOVING AT ANY OTHER TIME IS STRICTLY PROHIBITED.

SECTION

H

WARRANTY REQUEST

FORM

THE MEWS AT ALLWOOD
REQUEST FOR WARRANTY SERVICE

OWNER: _____ DATE: _____

UNIT # _____ DAYTIME TELEPHONE: _____

Please identify items requiring attention as clearly as possible.

LOCATION: _____

DESCRIPTION: _____

LOCATION: _____

DESCRIPTION: _____

LOCATION: _____

DESCRIPTION: _____

Permission to enter in the absence of owner: Yes _____

No _____

Signature of Owner: _____

Please return this completed form to:
C & R Realty and Management Co., Inc.
10 Smith Manor Blvd.
West Orange, N.J. 07052

THE MEWS AT ALLWOOD

MAINTENANCE REQUEST

OWNER: _____ DATE: _____

UNIT # _____ DAYTIME TELEPHONE: _____

Please identify items requiring attention as clearly as possible.

LOCATION: _____

DESCRIPTION: _____

LOCATION: _____

DESCRIPTION: _____

LOCATION: _____

DESCRIPTION: _____

Permission to enter in the absence of owner: Yes _____

No _____

Signature of Owner: _____

Please return this completed form to:
C & R Realty and Management Co., Inc.
10 Smith Manor Blvd.
West Orange, N.J. 07052

