

EXHIBIT 1

**FIRST AMENDMENT TO THE MASTER DEED
FOR FOUR SEASONS AT STONE HARBOR CONDOMINIUM**

FIRST AMENDMENT TO THE MASTER DEED
FOR
FOUR SEASONS AT STONE HARBOR,
A CONDOMINIUM

Prepared by: _____
Robert J. Curley, Esq.

**FIRST AMENDMENT TO THE
MASTER DEED FOR FOUR SEASONS AT STONE HARBOR,
A CONDOMINIUM**

THIS AMENDMENT made this ____ day of _____, 2008 by K. Hovnanian at Middle Township II, L.L.C., a limited liability company of the State of New Jersey, with principal offices at 110 Fieldcrest Avenue, CN 7825, Edison, NJ 08818-7825, Middlesex County, New Jersey herein referred to as "Developer".

WHEREAS, the Developer previously established a condominium known as Four Seasons at Stone Harbor, A Condominium in accordance with the provisions of the New Jersey Condominium Act, N.J.S.A. 46:8B-1, et seq., by filing the Master Deed for the Condominium at the office of the Cape May County's recording officer on December 21, 2007 in Deed Book 3320, beginning on Page 448 (the "Master Deed"); and

WHEREAS, the Developer reserved the right in Paragraph 14 and elsewhere in the Master Deed to amend, supplement and correct the Master Deed for technical changes and to comply with requirements of the secondary mortgage market and lenders in that market; and

WHEREAS, the Developer has determined to so amend the Master Deed in order to comply with the requirements of the secondary mortgage markets and lenders in that market. To these ends, the Developer has executed and will record this First Amendment to the Master Deed.

THEREFORE, the Master Deed is hereby amended as follows:

1. **Paragraph 2.25, "Notice Mortgagee"**. The definition of the term "Notice Mortgagee" in Paragraph 2.25 is hereby deleted in its entirety and replaced with the following text: "This Paragraph is intentionally omitted."

2. **Paragraph 7.04, Liability of Purchaser for Assessments Due Association and Certificates of Payment**. Paragraph 7.04 is deleted in its entirety and replaced with the following text:

"Any persons who acquire title to a Unit are jointly and severally liable with their predecessor in title for the amounts owing by the latter to the Association up to the time of the transfer of title, without prejudice to the acquirer's right to recover from the predecessor in title the amount paid by them as joint debtor. Any contract purchaser of a Unit may request in writing that the Association provide them with a certificate setting forth the amount of unpaid assessments or other debts owed to the Association for a Unit. The written request is to include the names of all persons who will reside in the Unit, and the anticipated date of

closing title. The Association will provide the certificate within 10 days after receipt of the request. The purchasers may rely upon the certificate and their liability to the Association is limited to the amount set forth therein. Liability for the payment of amounts due the Association does not attach to a Unit's purchaser following a mortgage foreclosure or sheriff's judgment sale of any Unit but the Association is entitled to payment thereof out of the proceeds of sale as provided by law. "

3. **Paragraph 13, PROTECTIVE PROVISIONS FOR THE BENEFIT OF MORTGAGE HOLDERS.** Paragraph 13, including all sub paragraphs, are deleted in their entirety and replaced with the following text:

"PARAGRAPH 13

PROTECTIVE PROVISIONS FOR THE BENEFIT OF MORTGAGE HOLDERS

13.01. General. "Mortgagee" means the holder of any Mortgage on a unit. Should the Unit owners desire to take any action regarding any of the matters that are the subject of Paragraphs 13.02, notice must be served by the Association upon the Mortgagees. To facilitate this Mortgagee notification, upon request of the Association, the Unit Owners shall provide to the Association the Mortgage information on the Unit, if any Mortgage exists. This information must include, to the extent available to the Unit Owner, the name of the Mortgagee, the address to which notices are to be sent and to whom it should be directed, and must sufficiently identify the Unit for which the Mortgagee is the mortgage holder.

All notices provided to Mortgagees under this Article 13 shall be delivered by certified or registered mail, with a "return receipt" requested.

13.02. Prior Written Approval of 51% of Mortgagees. The prior written approval of the Mortgagees that represent at least 51 percent of the votes of unit estates that are subject to mortgages is required for the following actions:

A. any amendment to this Master Deed, the Bylaws of the Association or the Association's Certificate of Incorporation that is of a material adverse nature to the mortgagees; and

B. any action to terminate the legal status of the condominium after substantial destruction or condemnation or for other reasons.

The notice given to Mortgagees pursuant to Paragraph 13.01 of this Master Deed with regard to any proposed material amendment as aforesaid must include a copy of the proposed amendment.

13.03. Implied Approval of Mortgagees Assumed. In spite of the requirements of prior written approval of Mortgagees required in Paragraph 13.02 of this Master Deed, provided that the Association serves proper notice on Mortgagees as required by Paragraph 13.01 of this Master Deed, the Association may assume implied approval by a Mortgagee when such Mortgagee fails to submit a written response to any written proposal for an amendment pursuant to Paragraph 13.02(A) within sixty (60) days after it receives proper notice of the proposal as provided in this Article 13 of the Master Deed.

13.04. Additional Notices. Mortgagees and guarantors of a mortgage on any Unit are also entitled to timely written notice of:

- A. any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its mortgage;
- B. any 60 day delinquency in the payment of assessments or charges owed to the Association by the Owner of any Unit on which the Mortgagee holds a mortgage;
- C. a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- D. any proposed action that requires the consent of a specified percentage of Mortgagees.

13.05. First Mortgage Priority. Notwithstanding any other provision of this Master Deed to the contrary, a Unit Owner or any other party shall not have priority over any rights of the First Mortgagee of a Unit pursuant to its Mortgage in the case of payment to the Unit Owner of insurance proceeds for losses to such Unit and/or the Common Elements or of condemnation awards for a taking of Units and/or Common Elements.

13.06. No Partition. Units may not be partitioned or subdivided without the prior written approval of a Mortgagee holding a Mortgage on such Unit.

13.07. Common Expense Lien Subordinate. Any lien the Association has on any Condominium Unit for the non-payment of any assessments, regardless of its nature, is subordinate to the lien or equivalent security interest of any First Mortgage on the Unit recorded prior to the date any such assessment became due, except to the extent that New Jersey Condominium law or any federal law provides the Association with a limited priority over such prior recorded First

Mortgage. The First Mortgagee who obtains title to such Unit from the Unit Owner pursuant to the remedies in the mortgage, except through foreclosure (which includes a deed in lieu of foreclosure), shall be liable to the Condominium Association for no more than six (6) months of the Unit's unpaid share of the Annual Common Expense assessment pursuant to N.J.S.A. 46:8B-21(b)(1), and shall not be liable for reserves for contingencies, late charges, penalties, interest or any fees or costs for the collection of the Association lien pursuant to N.J.S.A. 46:8B-21(b). A First Mortgage that obtains title through foreclosure (which includes a deed in lieu of foreclosure) is not liable for any Condominium Association fees prior to acquiring title to the Unit pursuant to N.J.S.A. 46:8B-21(e).

13.08. Maintenance and Inspection of Records. The Association must maintain current copies of this Master Deed, the Certificate of Incorporation, the Bylaws, the Association Rules and Regulations, and any respective amendments or supplements to them; as well as its own books, records and financial statements. They must be reasonably available for inspection by Unit Owners and Permitted Mortgage Holders. Any Permitted Mortgage Holder must, upon prior written request (a) be permitted to inspect the documents, books and records of the Association during normal business hours, and (b) receive an annual audited financial statement of the Association within 90 days following the end of any Association fiscal year.

13.09. Liability for Common Expense Assessments. Any lien the Association has on any Condominium Unit for the non-payment of any assessments, , is subordinate to the lien or equivalent security interest of any Mortgagee, except to the extent that New Jersey or federal law provide the Association with a limited priority over the Mortgagee of any such prior recorded mortgage, in which event the Association's limited priority shall be to the fullest extent permitted by New Jersey or federal law. Any shares of Common Expense and other assessments remaining unpaid after receipt of any payment made to the Association in accordance with Paragraph 13.07 are Common Expenses collectible from all of the remaining Unit Owners including such Mortgagee and its successors and assigns.

13.10. Management Agreements. Any Condominium management agreement entered into by or on behalf of the Association must be terminable by the Association, with or without cause, upon 30 days prior written notice thereof. The term of any such agreement shall not exceed 1 year.

13.11. Common Expense Default. In spite of the absence of any express provision to such effect in any Mortgage instrument, in the event that there is any default in the payment of any installment of any Common Expense assessment, regular or otherwise, for a Unit, any Mortgage Holder which encumbers such Unit is entitled to declare such Mortgage in default in the same way that is permitted by such Mortgage with respect to any default in the payment of real estate taxes.

13.12. Future Secondary Mortgage Market Amendments. The Condominium documents shall be deemed automatically amended to comply with future requirements of lenders in the secondary mortgage market (such as Fannie Mae or other governmental or quasi-governmental home mortgage agencies). The Board of Trustees will act to memorialize these future amendments as soon as is practical after the agency has published its requirements.”

4. Paragraph 14.00, Developer's Reservation of Amendment Rights/Power of Attorney. Paragraph 14.00 is deleted in its entirety and replaced with the following text:

“14.00. Developer's Reservation of Amendment Rights/Power of Attorney. The Developer reserves for itself and its Affiliates, for a period of 15 years from the date the first Unit is conveyed to an individual purchaser or until the closing of title of not less than sixty (60) Units, whichever event occurs first the right to execute on behalf of all contract purchasers, Unit Owners, Institutional Lenders, Permitted Mortgagees, eligible insurers or guarantors, other lien holders or parties claiming a legal or equitable interest in the Condominium or Units, any such agreements, documents, amendments or supplements to the Master Deed and Bylaws required by any such government or quasi-government agency, institutional lender or title insurance company selected by the sponsor, which may be required to effectuate the changes enumerated below. However no agreement, document, amendment or supplement or special privileges held by the Sponsor can effect a material physical modification to or adversely affect the value of a Unit or the priority or validity of any Mortgage on any Unit without the prior written consent of its mortgagees and Unit Owners.

This Power-of-Attorney is declared and acknowledged to be coupled with an interest in the subject matter hereof that runs with the title to any Unit and is binding upon the heirs, personal representatives, successors and assigns of any of the foregoing parties. Further, said Power-of-Attorney is not affected by the death or disability of any principal and is intended to deliver all rights, title and interest of the principal in and to said power.

Developer may use the rights set forth and granted in this Paragraph 14 to effectuate the following changes, enumerated by way of description and not limitation."

5. Confirmation of Terms of Master Deed. Except as modified herein, all other terms and conditions of the Master Deed, its Exhibits and any Amendments to them which were previously recorded remain in full force and effect. In the case of any conflict between the provisions herein and the provisions of the Master Deed, its Exhibits and any Amendments to them previously recorded, there provisions herein control.

IN WITNESS WHEREOF, the Developer has caused this instrument to be signed, sealed and delivered by its proper corporate offices and its corporate seal to be affixed this ____ day of _____, 2008.

Witness:

K. HOVNIANIAN AT MIDDLE TOWNSHIP II,
L.L.C, Developer

By:

John Moorzitz
President

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

BE IT REMEMBERED, that on this ____ day of _____, 2008, before me, the subscriber, personally appeared JOHN MOORZITZ who, being by my duly sworn upon his oath, deposes and makes proof to my satisfaction, that he is the President of K. Hovnanian at Middle Township II, L.L.C., the limited liability company named in the within instrument; that the execution, as well as the making of this instrument, has been duly authorized by said limited liability company; and that said instrument was signed and delivered by him as an for the voluntary act and deed of said limited liability company.

Sworn and subscribed to before
me at the date aforesaid

MASTER DEED

FOR

K. HOVNANIAN'S

**FOUR SEASONS AT STONE HARBOR,
A CONDOMINIUM**

Prepared by: _____
Lewis S. Kurland, Esq.

RECORD AND RETURN TO:

**Eastern Title Agency, Inc.
Two Industrial Way West
One Meridian Center
Eatontown, New Jersey, 07724**

TABLE OF CONTENTS

Paragraph	Page
PARAGRAPH 1	1
ESTABLISHMENT OF CONDOMINIUM.....	1
1.00. ESTABLISHMENT OF CONDOMINIUM.....	1
PARAGRAPH 2.....	1
DEFINITIONS.....	1
2.00 GENERAL.....	1
2.01 "AFFILIATE"	2
2.02. "AGE-QUALIFIED PERSON".....	2
2.03. "AMENDMENT AND SUPPLEMENT"	2
2.04. "ASSOCIATION"	2
2.05. "BOARD" OR "BOARD OF TRUSTEES"	2
2.06. "BUILDING"	2
2.07. "BYLAWS"	2
2.08. "CERTIFICATE OF INCORPORATION".....	2
2.09. "COMMON ELEMENTS".....	2
2.10. "COMMON EXPENSES".....	2
2.11. "CONDOMINIUM".....	2
2.12. "CONDOMINIUM ACT"	3
2.13. "DEVELOPER"	3
2.14. "FAIR HOUSING ACT"	3
2.15. "FIRST MORTGAGE"	3
2.16. "GENERAL COMMON ELEMENTS".....	3
2.17. "INSTITUTIONAL LENDER"	3
2.18. "LEASE"	3
2.19. "LIMITED COMMON ELEMENTS".....	3
2.20. "MASTER DEED"	3
2.21. "MEMBER"	3
2.22. "MORTGAGE"	3
2.23. "MORTGAGE HOLDER"	3
2.24. "MUNICIPALITY"	3
2.25. "NOTICE MORTGAGEE"	3
2.26. "OWNER" OR "UNIT OWNER"	3
2.27. "PERMITTED MORTGAGE"	4
2.28. "PROPERTY"	4
2.29. "RECORDING OFFICER"	4
2.30. "RESERVED COMMON ELEMENTS"	4
2.31. "RESTRICTED COMMON ELEMENTS"	4
2.32. "RULES AND REGULATIONS"	4
2.33. "UNIT"	4
PARAGRAPH 3.....	4
GENERAL DESCRIPTION OF THE CONDOMINIUM.....	4
3.01. THE CONDOMINIUM.....	4
3.02. RECORDING OF THE MASTER DEED.	5
PARAGRAPH 4.....	5
DESCRIPTION OF UNITS	5
4.01. DESCRIPTION OF UNITS.....	5
4.02. LOCATION OF CONDOMINIUM UNITS.	6
PARAGRAPH 5.....	6
DESCRIPTION OF COMMON ELEMENTS	6
5.01. GENERAL COMMON ELEMENTS.....	6
5.02. LIMITED COMMON ELEMENTS.....	7
5.03. CLEANING, SNOW AND ICE CLEARING, MAINTENANCE, REPAIR AND REPLACEMENT OF LIMITED COMMON ELEMENTS, ETC.....	7
5.04. RIGHTS TO USE LIMITED COMMON ELEMENTS.....	7
5.05. ASSOCIATION REGULATION OF USE, CLEANING, SNOW AND ICE CLEARING, MAINTENANCE, REPAIR AND/OR REPLACEMENT OF LIMITED COMMON ELEMENTS, ETC.....	7
5.06. RESERVED COMMON ELEMENTS.	7
PARAGRAPH 6.....	8
ESTATE ACQUIRED AND MEMBERSHIP INTEREST	8
6.01. ESTATE ACQUIRED.	8
6.02. OWNERSHIP AND CONVEYANCE OF UNITS.....	8
6.03. OWNERSHIP OF COMMON ELEMENTS.	8
6.04. UNDIVIDED PERCENTAGE INTEREST.....	8

6.05.	PERCENTAGE OF INTEREST.....	8
6.06.	NO CONVEYANCE OF UNDIVIDED INTEREST.....	8
6.07.	VOTING.....	8
6.08.	MEMBERSHIP OF UNIT OWNERS IN CONDOMINIUM ASSOCIATION.....	9
6.09.	COMPLIANCE BY OWNERS.....	9
	PARAGRAPH 7.....	9
	ASSESSMENTS.....	9
7.01.	CONTRIBUTION OF UNIT OWNERS TOWARD EXPENSES, ADMINISTRATION, ETC. OF COMMON ELEMENTS AND THE ASSOCIATION.....	9
7.02.	LIEN IN FAVOR OF THE ASSOCIATION.....	9
7.03.	PAYMENT OF EXPENSES OUT OF PROCEEDS OF SALE.....	10
7.04.	LIABILITY OF PURCHASER FOR ASSESSMENTS DUE ASSOCIATION AND CERTIFICATES OF PAYMENT.....	10
7.05.	COVENANT TO PAY ASSESSMENTS.....	10
7.06.	LIABILITY FOR ASSESSMENTS.....	10
7.07.	ANNUAL COMMON EXPENSE ASSESSMENTS.....	11
7.08.	NOTICE OF ANNUAL COMMON EXPENSE ASSESSMENTS.....	11
7.09.	USE OF ANNUAL COMMON EXPENSE ASSESSMENTS.....	11
7.10.	ALLOCATION OF COMMON EXPENSES.....	11
7.11.	ANNUAL COMMON EXPENSE ASSESSMENT NOT MADE.....	12
7.12.	DUE DATES OF ANNUAL COMMON EXPENSE ASSESSMENT.....	12
7.13.	EMERGENCY COMMON EXPENSE ASSESSMENT.....	12
7.14.	SPECIAL COMMON EXPENSE ASSESSMENT, BULK REAL ESTATE TAX BILLS.....	12
7.15.	CAPITAL IMPROVEMENT COMMON EXPENSE ASSESSMENT.....	13
7.16.	EXEMPTION FROM CAPITAL IMPROVEMENT COMMON EXPENSE ASSESSMENTS.....	13
7.17.	REMEDIAL COMMON EXPENSE ASSESSMENT.....	13
7.18.	MISCELLANEOUS COMMON EXPENSE ASSESSMENTS.....	13
7.19.	INTEREST IN COMMON SURPLUS.....	13
7.20.	DEVELOPER'S OWNERSHIP AND ASSESSMENT OBLIGATIONS.....	13
	PARAGRAPH 8.....	14
	MAINTENANCE RESPONSIBILITIES.....	14
8.01.	MAINTENANCE OF UNITS BY UNIT OWNERS.....	14
8.02.	RESPONSIBILITIES OF THE ASSOCIATION - GENERAL.....	14
8.03.	RIGHTS OF THE ASSOCIATION.....	14
8.04.	ACCESS TO UNITS.....	14
8.05.	DAMAGE DUE TO NEGLIGENCE, OMISSION OR MISUSE.....	15
8.06.	MAINTENANCE OF OPEN SPACE.....	15
	PARAGRAPH 9.....	15
	EASEMENTS.....	15
9.01.	UNIT OWNER EASEMENTS.....	15
9.02.	DEVELOPER'S NONEXCLUSIVE EASEMENT TO COMMON ELEMENTS AND RIGHTS RESERVED.....	15
9.03.	EASEMENT TO ASSOCIATION.....	17
9.04.	MORTGAGE HOLDER EASEMENTS.....	17
9.05.	MUNICIPAL EASEMENTS AND MAINTENANCE RIGHTS.....	17
9.06.	UTILITY EASEMENTS.....	18
	PARAGRAPH 10.....	18
	ADMINISTRATION AND POWER-OF-ATTORNEY.....	18
10.01.	THE ADMINISTERING ASSOCIATION.....	18
10.02.	ASSOCIATION'S POWER-OF-ATTORNEY.....	18
	PARAGRAPH 11.....	19
	RESTRICTIONS.....	19
11.01.	GENERAL RESTRICTIONS.....	19
11.02.	AGE RESTRICTION AND OCCUPANCY OF UNITS.....	20
11.03.	SATELLITE DISHES.....	21
11.04.	RENTAL RESTRICTIONS ON UNITS.....	22
11.05.	MODIFICATION OF UNITS.....	23
11.06.	PENALTIES.....	23
	PARAGRAPH 12.....	23
	REQUIRED INSURANCE AND DISPOSITION OF PROCEEDS.....	23
12.01.	RESTORATION AND REPLACEMENT OF CONDOMINIUM IN EVENT OF FIRE, CASUALTY OR OBSOLESCENCE.....	23
	PARAGRAPH 13.....	24
	PROTECTIVE PROVISIONS FOR THE BENEFIT OF MORTGAGE HOLDERS.....	24
13.01.	GENERAL.....	24
13.02.	PRIOR WRITTEN APPROVAL OF 51% OF NOTICE MORTGAGEES.....	24
13.03.	PRIOR WRITTEN APPROVAL OF 67% OF NOTICE MORTGAGEES.....	25
13.04.	IMPLIED APPROVAL OF NOTICE MORTGAGEES ASSUMED.....	25
13.05.	ADDITIONAL NOTICES.....	25
13.06.	NO PARTITION.....	25
13.07.	COMMON EXPENSE LIEN SUBORDINATE.....	26
13.08.	MAINTENANCE AND INSPECTION OF RECORDS.....	26
13.09.	NOTICE OF MEETINGS.....	26

13.10.	LIABILITY FOR COMMON EXPENSE ASSESSMENTS	26
13.11.	MANAGEMENT AGREEMENTS	26
13.12.	COMMON EXPENSE DEFAULT	26
	PARAGRAPH 14.....	26
	DEVELOPER'S RIGHTS AND OBLIGATIONS	26
14.00.	DEVELOPER'S RESERVATION OF AMENDMENT RIGHTS/POWER OF ATTORNEY	26
14.01.	CHANGES TO BUILDINGS AND UNITS.....	27
14.02.	EASEMENTS	27
14.03.	USE OF EASEMENTS	27
14.04.	SURRENDER OF DEVELOPER'S RIGHTS	27
14.05.	TECHNICAL CHANGES.....	27
14.06.	MISCELLANEOUS CHANGES	27
14.07.	CHANGES PROHIBITED	27
14.08.	EFFECTIVE DATE OF AMENDMENT.....	28
	PARAGRAPH 15.....	28
	SPECIAL DEVELOPER RIGHTS AND OBLIGATIONS.....	28
15.01.	RATIFICATION, CONFIRMATION AND APPROVAL OF AGREEMENTS.....	28
15.02.	RIGHTS RESERVED TO DEVELOPER	28
15.03.	TRANSFER OF SPECIAL DEVELOPER RIGHTS	28
15.04.	LIABILITY OF TRANSFEROR	29
15.05.	TRANSFER OF RIGHTS REQUESTED	29
15.06.	LIABILITY OF SUCCESSORS.....	29
	PARAGRAPH 16.....	30
	GENERAL PROVISIONS.....	30
16.01.	SEVERABILITY OF PROVISIONS HEREOF	30
16.02.	AMENDMENT OF MASTER DEED - TERMINATION.....	30
16.03.	PROVISIONS OF THIS MASTER DEED AND EXHIBITS TO BE A COVENANT RUNNING WITH THE LAND. ...	30
16.04.	CONFLICTS.....	31
	PARAGRAPH 17.....	31
	CONDOMINIUM RULES AND REGULATIONS.....	31
17.01.	AUTHORITY	31
17.02.	PUBLICATION	31
17.03.	ENFORCEMENT AND FINES.....	31

EXHIBITS

- A. Legal Description of the Property
- B. Survey for the Property
- C. Proposed Condominium Plan for the Property
- D. Floor Plans
- E. Certificate of Incorporation of Four Seasons at Stone Harbor Condominium Association, Inc.
- F. Bylaws of Four Seasons at Stone Harbor Condominium Association, Inc.
- G. Schedule of Undivided Percentage Interest in the Common Elements

MASTER DEED

FOR

**K. HOVNIANIAN'S
FOUR SEASONS AT STONE HARBOR, A CONDOMINIUM**

THIS MASTER DEED, made this ____ day of _____, 20__ by K. Hovnianian at Middle Township II, L.L.C., a limited liability company of the State of New Jersey, with its principal office at 110 Fieldcrest Avenue, CN 7825, Edison, New Jersey, 08818-7825 (hereinafter referred to as the "Developer").

WHEREAS, Developer is the legal and/or equitable owner of the fee simple title to those lands and premises described in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, it is the intention of the Developer to construct a condominium presently intended to consist of sixty (60) age-restricted residential dwelling Units, together with a swimming pool, cabana building, sanitary sewer pumping station, bocce court, putting green, and other improvements for the benefit of the residents pursuant to the New Jersey Condominium Act, N.J.S.A. 46:8B-1, *et seq.* (the "Condominium Act") to be known as K. Hovnianian's Four Seasons at Stone Harbor Condominium; and

NOW THEREFORE, WITNESSETH:

PARAGRAPH 1

ESTABLISHMENT OF CONDOMINIUM

1.00. ESTABLISHMENT OF CONDOMINIUM. The Developer hereby declares and publishes its intention and desire to eventually submit the lands and premises owned or controlled by it in the Township of Middle, County of Cape May, New Jersey, being more particularly described on Exhibits "A" through and including "C" hereof, to the condominium form of ownership as provided by and in accordance with the Condominium Act.

However, for the specific purpose of creating and establishing K. Hovnianian's Four Seasons at Stone Harbor Condominium (the "Condominium") and for the further purpose of defining the plan of Unit ownership and imposing thereon certain restrictive and protective covenants for the benefit of said Condominium and the Unit Owners in same, subject to Developer's rights to amend and supplement this Master Deed as set forth in Paragraph 14 and elsewhere herein; the Developer at this time does hereby dedicate the land and premises owned by it and depicted on Exhibits "A" through "C" hereto to the condominium form of ownership.

PARAGRAPH 2

DEFINITIONS

2.00 General. The following terms, when used in this Master Deed, the Certificate of Incorporation, the Bylaws, or the Rules and Regulations, have the following meanings. Unless the context clearly indicates otherwise, all definitions set forth in any of the above documents and N.J.S.A. 46:8B-3 are incorporated herein by reference and the definitions herein are to be used in conjunction therewith.

2.01 "Affiliate" means any entity which controls, is controlled by or is under common control with the Developer. An entity "controls" the Developer if the entity: (a) is an officer, trustee or employer of the Developer, (b) directly or indirectly or acting in concert with one or more other entities, or through one or more subsidiaries, owns, controls, holds the power to vote or holds proxies representing more than 20 percent of the voting interest in the Developer, (c) in any way controls the election of the majority of the Developer's Board of Directors, or (d) has contributed more than 20 percent of the Developer's capital. An entity is "controlled by" the Developer if the Developer: (i) is a general partner, officer, trustee or employer of the entity, (ii) directly or indirectly or acting in concert with one or more other entities owns, controls, holds the power to vote or holds proxies representing more than 20 percent of the voting interest in the entity, (iii) in any way controls the election of a majority of the trustees of the entity, or (iv) has contributed more than 20 percent of the capital of the entity. Control does not exist if the powers described in this Paragraph are held solely as security for an obligation and are not exercised.

2.02. "Age-Qualified Person" any person residing in the Unit of the age of 55 years or over.

2.03. "Amendment and Supplement" means any documentary alteration or supplementation to this Master Deed permitted or required by Paragraph 14 or other Paragraphs of same to be recorded after the date hereof in the office of the Recording Officer in connection with the Developer's exercise of one or more of its reserved rights established herein or otherwise.

2.04. "Association" means the Four Seasons at Stone Harbor Condominium Association, Inc., a New Jersey non-profit corporation, formed or about to be formed to administer, manage and operate the common affairs of the Unit Owners of the Condominium and to maintain, repair and replace the Common Elements of or other property controlled by the Condominium, all as provided for in this Master Deed, the Certificate of Incorporation, the Bylaws and the Rules and Regulations of the Association as they may be amended or supplemented.

2.05. "Board" or "Board of Trustees" means the Board of Trustees of the Association. Any reference herein or in the Certificate of Incorporation, Bylaws or Rules and Regulations to any power, duty, right of approval or any other right of the Association refers to the Board and not the Association's Members, unless the context expressly indicates otherwise.

2.06. "Building" means all of the structures containing Units and structural improvements that are dedicated to be part of the Condominium by this Master Deed or any Amendment and Supplement hereto.

2.07. "Bylaws" mean the Association's Bylaws, a copy of which is attached hereto as Exhibit "F" and made a part hereof together with all future amendments or supplements thereto.

2.08. "Certificate of Incorporation" means the Association's Certificate of Incorporation, a copy of which is attached hereto as Exhibit "E", together with all future amendments or supplements thereto.

2.09. "Common Elements" means the "General Common Elements", "Limited Common Elements", "Restricted Common Elements" and "Reserved Common Elements" and has the same meaning as "Common Elements" under N.J.S.A. 46:8B-3 (d), except as modified by Paragraphs 5.01, 5.02, 5.06 and 5.07 hereof or specific definitions herein.

2.10. "Common Expenses" means, subject to the provisions of Paragraph 7 hereof and the specific definitions herein, all those expenses anticipated by N.J.S.A. 46:8B-3(e) in addition to all expenses incurred by the Association, or its respective Trustees, officers, agents or employees, in the lawful performance of their respective duties or powers.

2.11. "Condominium" means (a) all the lands and premises dedicated to the Condominium and described in Exhibits "A" through "C" and any lands and premises that may be added by Amendment and Supplement hereto; (b) all improvements now or hereafter constructed in, upon, over or through such lands and premises dedicated to the condominium form of ownership,

whether or not shown on any Exhibit hereto; (c) all rights, roads, waters, privileges and appurtenances thereto belonging or appertaining; and (d) the entity created by the execution and recording of this Master Deed or any Amendments and Supplements hereto in the office of the Recording Officer of Cape May County.

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

2.13. "Developer" means K. Hovnanian at Middle Township II, L.L.C., a New Jersey limited liability company, its successors and assigns, and includes any successor to the Developer contemplated by Paragraph 15 of this Master Deed.

2.14. "Fair Housing Act" means the Fair Housing Act of 1988, P.L. 100-430 (September 13, 1988) and amendments thereto including, but not limited to the Housing for Older Persons Act of 1995, HR 660 (signed December 1995), and any administrative regulations and judicial or administrative interpretations or decisions affecting said legislation.

2.15. "First Mortgage" means the first or paramount Mortgage, the lien of which is an encumbrance on a Unit.

2.16. "General Common Elements" mean those Common Elements which are for the use and benefit of all Unit Owners, as more particularly set forth in Paragraph 5 hereof.

2.17. "Institutional Lender" means any bank, mortgage bank, trust company, insurance company, savings and loan association, pension fund or other financial institution, the Federal National Mortgage Association (FNMA), the Veteran's Administration (VA), the Federal Home Loan Mortgage Corporation (FHLMC), the Federal Housing Administration (FHA) and any other similar governmental or quasi-governmental entity that provides, acquires, insures or guarantees or proposes to provide, acquire, insure or guarantee Mortgages on one or more Units.

2.18. "Lease" means any agreement for the leasing, rental, subleasing, use or occupancy of a Unit, other than the conveyance of title thereto, regardless of the name given to such agreement. All such Leases executed after the date of the recording of this Master Deed are automatically deemed to include Article 4.05 of the Bylaws entitled "Leases, Assignment of Leases and Rents, and Right to Evict".

2.19. "Limited Common Elements" has the same meaning as "Limited Common Elements" under N.J.S.A. 46:8B-3(k), except as may be modified by Paragraph 5 hereof.

2.20. "Master Deed" means this instrument, all Exhibits hereto and all future Amendments and Supplements thereto, recorded in the office of the Recording Officer.

2.21. "Member" means all Unit Owners who are members of the Association as further defined in Article 1.03 of the Bylaws and as provided in the Certificate of Incorporation.

2.22. "Mortgage" means duly recorded instruments and underlying obligations giving rise to a mortgage lien on any Unit.

2.23. "Mortgage Holder" means the holder of record of a Permitted Mortgage or one who insures or guarantees any Permitted Mortgage.

2.24. "Municipality" means the Township of Middle in Cape May County, New Jersey.

2.25. "Notice Mortgagee" means any Institutional Lender holding a First Mortgage which has requested notice of the matters set forth in Paragraph 13 hereof.

2.26. "Owner" or "Unit Owner" means the record owner or one or more co-owners, persons, firms, associations, partnerships, corporations or other legal entities, who hold the fee simple title

to a Unit dedicated to the Condominium as shown in the records of the Recording Officer; but, in spite of any applicable theory of mortgage, does not mean a mortgagee or trustee under a Mortgage or deed of trust unless and until such mortgagee or trustee has acquired title to any such Unit by way of foreclosure or any proceeding in lieu of foreclosure. The terms Owner and Unit Owner do not mean any lessee or tenant occupying a Unit.

2.27. "Permitted Mortgage" means any Mortgage held by an Institutional Lender or a purchase money First Mortgage held by the Developer or any other seller of a Unit. It includes any other Mortgage, the lien of which by its terms is subordinate to any and all existing or future Common Expense liens imposed against Units to the extent permitted under the law. Any acquisition, construction, permanent or other Mortgage placed by the Developer on all or a portion of the Property, including any Unit, is also a Permitted Mortgage so long as it is made subordinate to this Master Deed and provides a mechanism for securing partial releases, incrementally or in bulk for Units and their respective appurtenant undivided percentage interest in the Common Elements encumbered by same.

2.28. "Property" means the land dedicated to be in the Condominium by the recording of this Master Deed in the office of the Recording Officer as described and graphically depicted, respectively, in Exhibits "A" through "C" hereto, and those lands which may be so dedicated to the condominium form of ownership hereafter by an Amendment and Supplement hereto.

2.29. "Recording Officer" means the official designated or elected in the New Jersey county in which the Property is located who has the legal authority and duty to keep and maintain the land records (deeds, mortgages, etc.) for that county and to record or file changes thereto.

2.30. "Reserved Common Elements" mean those parts of the General Common Elements, if any, that the Board designates as available to less than all Unit Owners and for use of which a charge may be imposed pursuant to Paragraph 5.07 hereof.

2.31. "Restricted Common Elements" mean those parts of a building that are available only to the Unit Owners residing in that building, as more particularly set forth Paragraph 5.06 hereof.

2.32. "Rules and Regulations" mean the rules and regulations adopted by the Association, together with all amendments or supplements thereto. The Association is not required to record in the office of the Recording Officer or elsewhere either the original or any amendments or supplements to the Rules and Regulations.

2.33. "Unit" means a part of the Condominium intended for independent ownership and use as a residential dwelling, as more specifically set forth in Paragraph 4 hereof and as shown on Exhibit "C", and on the floor plans in Exhibit "D" hereto. The term does not include any part of the General Common Elements or Limited Common Elements situated in or appurtenant to a Unit. The word "Unit" refers to each of the Units dedicated to the condominium form of ownership by this Master Deed or an Amendment and Supplement to same, unless the context clearly dictates otherwise. Unit also includes the Proportionate Undivided Interest in the Common Elements and in any Limited Common Elements assigned thereto in this Master Deed or any Amendment thereof.

PARAGRAPH 3

GENERAL DESCRIPTION OF THE CONDOMINIUM

3.01. The Condominium. Upon the recording of this Master Deed, the Condominium will consist of all of the Property legally described and graphically depicted, respectively, in Exhibits "A" through "C" hereof, consisting of approximately 67 acres of land and all site and other improvements now in existence or hereafter constructed upon that portion of the aforesaid Property and falling within the perimeter of the boundary lines consisting of not more than sixty

(60) Units located or to be located in not more than nine (9) Buildings and all rights, privileges, and appurtenances thereto belonging or appertaining.

3.02 Recording of the Master Deed. By the recording of this Master Deed or any Amendment or Supplement to same in the office of the Recording Officer, the Developer is the Owner of every Unit so dedicated to the Condominium, including their appurtenant undivided percentage interest in the Common Elements. In spite of anything in this Master Deed to the contrary, the Developer has the right to advertise, promote, develop, construct, show, sell, convey, lease, or otherwise dispose of each Unit as it deems appropriate in its sole discretion.

PARAGRAPH 4

DESCRIPTION OF UNITS

4.01. Description of Units. Units are the separate parcels of real property more particularly described and shown on Exhibit "C". Exhibit "D" describes the Units' room layouts at floor level. Each Unit consists of:

(A) all the space within the area bounded by the interior surface of its perimeter walls and its lowermost floor and its uppermost ceiling as follows:

Bottom: The bottom is an imaginary horizontal plane through the highest point of the interior surface of each portion of the uppermost subfloor within the Unit as originally installed by the Developer (generally a lightweight floor slab) and extending in every direction to the point where it closes or intersects with the sides of the Unit.

Top: The top is an imaginary horizontal plane along and coincident with the innermost surface of the studding or truss assembly of the uppermost ceiling extending in every direction to the point where it intersects or closes with the sides of the Unit.

Sides: The sides are imaginary vertical planes along and coincident with the innermost surface of the studding of the perimeter walls originally installed by the Developer or, where there is no studding, the innermost surface of concrete block or equivalent perimeter walls. Where no wall exists, the side is an imaginary vertical plane along and coincident with and includes the entirety of all windows or doors located on the perimeter of the Unit. The sides of each Unit are bounded by the bottom and top of the Unit.

(B) Units include all: appliances and fixtures; interior walls and partitions; gypsum board or other facing material on walls and ceilings; the decorated or finished inner surface of all wood, tile, carpeting and padding or other type of finished flooring; interior and exterior windows and doors; and all other improvements located within the boundaries of the Unit or which are otherwise exclusively appurtenant to a Unit although all or part of the improvement may not be located within the boundaries of the Unit as set forth in Paragraph 4.01 (A) above. To the extent that they serve an individual Unit only and not any other Unit or any portion of the Common Elements, no matter where they are located, appurtenant improvements include the following:

(1) any and all utility lines, pipes, vents and systems, including, but not limited to: (a) electrical components including wiring, fixtures, switches, outlets and circuit breakers; (b) water pipes and hose bibs; (c) sewer pipes and clean-outs; (d) vents and ducts; (e) telephone or other communication lines and wires; (f) master antenna, cable or satellite television equipment and security alarm system wiring, except where ownership of any of the above is retained by a company, public utility, agency, the Association or others who provide service therefore;

(2) any fireplace, chimney or flue;

(3) any utility meters not owned by the public agency or company supplying utility

service;

(4) any equipment, appliances, machinery, mechanical or other systems including, but not limited to, all components of heating, ventilating and air conditioning systems located on the Common Elements; and

(5) any components of all doors and windows including, but not limited to, glass, sills, screens, frames, sashes, flashing and their mountings to the exterior of the Building containing the Unit and any other part or appurtenance of their respective systems.

4.02. Location of Condominium Units. In interpreting the provisions of this Master Deed or subsequent deeds and mortgages to individual Units, the actual location of the Unit is deemed conclusively to be the property intended to be conveyed, reserved or encumbered despite any minor deviations either horizontally or vertically from the proposed locations indicated on Exhibits hereto or on any Amendment and Supplement to same.

PARAGRAPH 5

DESCRIPTION OF COMMON ELEMENTS

5.01. General Common Elements. The remaining portion of the lands and premises described above with all improvements constructed and to be constructed thereon and all appurtenances thereto are the "Common Elements", which can be either General Common Elements or Limited Common Elements.

More specifically, "General Common Elements" include, but are not limited to:

(A) The parcel of land described in Exhibit "A" and graphically shown on Exhibits "B" and "C", or any Amendment or Supplement to same, including the space occupied by the above.

(B) The Buildings including the space within each Building not otherwise defined as being the Units and including foundations, roofs, floors, ceilings, perimeter walls, load bearing interior walls and partitions, core walls or other fire barriers, slabs, stairways, passageways, pipes, wires, conduits, air ducts and utility lines and connections, including the space occupied by the above.

(C) All roads, curbs, walkways, paths, retaining walls, trees, shrubs, recreation facilities, underground sprinkler systems, yards, privacy fences, etc., constructed or to be constructed by the Developer on the Property.

(D) All stormwater management facilities, including detention basins, collection systems, etc.

(E) All other elements of the Buildings constructed or to be constructed on the Property rationally of common use or necessary to their existence, upkeep and safety including the entirety of any fire suppression sprinkler systems installed by the Developer and any sprinkler heads which protrude into a Unit; and, in general, all other installations or devices intended for common use including but not limited to tangible personal property.

(F) All parking spaces not assigned to a Unit.

(G) Sanitary sewer pumping station and sewer mains that are not part of a Unit.

(H) The General Common Elements do not include any of the Units despite the fact that Buildings in which Units are to be located may not have been constructed at the time of the recording of this Master Deed or Amendments or Supplements to same. It is the Developer's

intention that the interest in the General Common Elements appurtenant to each Unit does not include any interest whatsoever in any of the other Units or the space within any of them, whether or not the Buildings within which the Units are or will be located are constructed or yet to be constructed at the time of the recording of this Master Deed.

5.02. Limited Common Elements. Portions of the Common Elements set aside and reserved for the restricted use of certain Units to the exclusion of the other Units are "Limited Common Elements". Assigned parking spaces and driveways leading to those Units having motor vehicle garages are Limited Common Elements. Limited Common Elements and their use must be in compliance with governmental regulations, laws, the Association's Rules and Regulations, Bylaws, this Master Deed and Amendments or Supplements to any of same.

5.03. Cleaning, Snow and Ice Clearing, Maintenance, Repair and Replacement of Limited Common Elements, etc. All repair, maintenance and replacement of Limited Common Elements are the responsibility and financial obligation of the Association. However, the Owner of a Unit having exclusive use of any Limited Common Element is responsible for the cost and expenses of any maintenance, repairs or replacement of that Limited Common Element due to the Owner's own negligent act or omission, misuse or neglect or the negligent act or omission, misuse or neglect of their family members, pets, guests, visitors or occupants, regardless of whether authorized by the Unit Owner.

The Association is responsible for snow and ice clearing from each Building's exterior front entry stairs, front entry landings and driveways providing access to garages. The Association or its designated representatives will determine when and to what extent snow and ice clearing will be undertaken. Specifications published by the National Redi-Mix Concrete Association require that concrete is to cure for a full year after installation before use of any type of de-icing salts. Accordingly, the Association, Unit Owners and all others must not use de-icing products containing salts on any uncured concrete surfaces.

5.04. Rights to Use Limited Common Elements. Unit Owners' rights to use the Limited Common Elements appurtenant to their Unit cannot be transferred apart from the conveyance of title to the Unit. Any attempt to do so is void as set forth in Paragraph 6.06 hereof.

5.05. Association Regulation of Use, Cleaning, Snow and Ice Clearing, Maintenance, Repair and/or Replacement of Limited Common Elements, Etc. The Association shall have the right to promulgate, adopt, amend, publish and enforce such Rules and Regulations as it may deem appropriate or necessary to regulate Unit Owners' use, cleaning, snow and ice clearing, maintenance, repair or replacement of Units and the Limited Common Elements that are the responsibility of Unit Owners; to assure safety, aesthetic, architectural and visual harmony. Such Rules and Regulations may include but are not limited to schedules, standards, specifications, materials, colors, manufacturers, etc.

5.06. Reserved Common Elements. The Board has the power in its discretion to: (a) designate from time to time certain Common Elements as "Reserved Common Elements"; (b) grant reserved rights therein to the Association or to any or less than the Owners of all of the Units; (c) establish a reasonable charge to such Unit Owners for the use and maintenance thereof; and (d) adopt, amend, publish and enforce those Rules and Regulations as it deems appropriate governing the use thereof. Such designation by the Board is not to be construed as a sale or disposition of the Common Elements. Any fee paid for reserved rights is to be paid to the Association and is to be available for use by the Association in the same manner as Common Expense Assessments. No part of the Common Elements are to be designated as Reserved Common Elements for exclusive use by non-Unit Owners, except for those who are lessees who occupy the applicable Units. Under such circumstances, the Unit Owner must accept in writing primary responsibility and liability for any Common Element to be designated as a Reserved Common Element for exclusive use by the Unit Owner's lessee before such designation can be made for the lessee's benefit.

PARAGRAPH 6

ESTATE ACQUIRED AND MEMBERSHIP INTEREST

6.01. Estate Acquired. The Owners of each Unit hold such an estate therein as may be acquired by grant, by purchase or by operation of law, including an estate in fee simple, and acquires as an appurtenance thereto an undivided percentage interest in the Common Elements of the Condominium, which cannot be divided from the Unit to which it appertains.

6.02. Ownership and Conveyance of Units. For all purposes, each Unit is a separate parcel of real property that is owned and that may be conveyed in fee simple; and devised, inherited, transferred or encumbered along with its undivided percentage interest in the Common Elements, in the same way as any other parcel of real property, independently of all other Units, subject to the provisions of this Master Deed, the Bylaws and the Condominium Act. No part of any Unit can be conveyed, devised, inherited, transferred or encumbered apart from the whole of the Unit and its undivided percentage interest in the Common Elements. All taxes, assessments and charges that become liens on a Unit apply only to that individual Unit and not to the Condominium as a whole or to other Units.

6.03. Ownership of Common Elements. Common Elements are owned in common by all Unit Owners and no one else. The Common Elements must remain undivided and Unit Owners are not permitted to bring an action for partition or division of the whole or any part thereof except as otherwise provided by law or in Article 6.02 and 6.03 of the Bylaws.

6.04. Undivided Percentage Interest. Ownership of each Unit includes that Unit's respective undivided percentage interest in the Common Elements as established herein. Each Unit together with its appurtenant interest in the Common Elements is herein referred to as the "Unit". It is the Developer's intention hereby to provide that the Common Elements are owned by Unit Owners under the condominium form of ownership along with the undivided percentage interest of each Unit in the Common Elements as set forth in this Master Deed and its Exhibits.

6.05. Percentage of Interest. The individual Units hereby established and which are to be individually conveyed, the Building number and type, and the undivided percentage interest of each Unit in the General and Limited Common Elements are attached hereto as Exhibit "G". The undivided percentage of interest of each Unit appertaining to the Common Expenses, common receipts, and common surplus are as set forth in Article 13 of the Bylaws. For so long as it remains the owner of any unsold constructed or unconstructed Units the Developer reserves the right to change the price or value of any such Units. However, no change in price or value of any of the Units may change or otherwise affect the undivided percentage interest of any of the sold Units in the General and Limited Common Elements in the Condominium or in the percentage of ownership in the Association set forth in Article 13.00 of the Bylaws. Each Unit is entitled to one vote when Association Members vote.

6.06. No Conveyance of Undivided Interest. The undivided percentage interest in the Common Elements to be conveyed with each Unit may be amended by the Developer as set forth in Paragraph 14 hereof. The Developer and Unit Owners agree that the undivided percentage interest in the Common Elements and the fee simple title to the respective Units conveyed hereunder cannot be separately conveyed, transferred, alienated or encumbered, and each of the undivided interests are deemed to be conveyed, transferred, alienated or encumbered with its Unit even though the description in the instrument of conveyance, transfer, alienation or encumbrance may refer only to the fee simple title to the Unit. The Developer and Unit Owners covenant that any conveyance, transfer or alienation of any Unit conclusively includes all of the interest of the Unit Owner in the Condominium and any encumbrance on any Unit also conclusively attaches to all of the interest of that Unit's Owners.

6.07. Voting. The Owners of each Unit who are in good standing (see Article 3.08 of the Bylaws) are entitled to cast one vote for each Unit to which those Owners hold title. The Developer is entitled to cast all votes for Units owned by it, but is not permitted to vote for the

purpose of amending this Master Deed or the Bylaws or any other document for the purpose of changing the permitted use of those Units or reducing the Common Elements of that portion of the Property which has been dedicated to the condominium form of ownership, or for the purpose of electing Unit Owner Trustees.

6.08. Membership of Unit Owners in Condominium Association. Upon becoming the owner of a Unit, every Unit Owner automatically becomes an Association Member, which membership is held until their ownership of a Unit ceases for any reason. At that time Association membership automatically ceases. Other than as an incident to a lawful transfer of title to a Unit, Association membership is not transferable and any attempted transfer is void.

6.09. Compliance by Owners. Each Owner or occupant of a Unit must comply with and assumes ownership or occupancy subject to laws, statutes, rules and regulations, resolutions, ordinances or other judicial, legislative or executive "law" of governmental authorities having jurisdiction over the Condominium; the provisions of this Master Deed, the Certificate of Incorporation, the Bylaws, the Rules and Regulations and any other documents, as well as any amendments or supplements to any of the foregoing. Failure to comply with any of the foregoing is grounds for commencement of an action for the recovery of damages, or for injunctive relief, or both, by the Developer, the Association or any Unit Owner in any court or administrative tribunal having jurisdiction of any person or legal entity violating or attempting to violate or circumvent any of the aforesaid and against any Unit Owner to enforce any lien imposed as per this Master Deed or any covenant contained herein. Failure by the Developer, the Association or any Unit Owner to enforce covenants herein contained for any period of time is not, under any circumstances, a waiver or estoppel of the right to thereafter enforce same.

PARAGRAPH 7

ASSESSMENTS

7.01. Contribution of Unit Owners Toward Expenses, Administration, Etc. of Common Elements and the Association. Subject to Paragraph 7.02 of this Master Deed, each Unit Owner is to contribute, as set forth in Article 13.00 of the Bylaws, toward the expenses of administration, maintenance, repair and replacement of the Common Elements, expenses declared common by this Master Deed or the Bylaws and the expenses of administering and maintaining the Association and all of its real and personal property in such amounts as are from time to time found by the Association to be necessary, including, but not limited to: expenses for the operation, maintenance, repair or replacement of Buildings, grounds or facilities within the Condominium; the maintenance, operation, repair or replacement of the recreation facilities, if any; all costs of carrying out the duties and powers of the Association; compensation of Association employees; insurance premiums and expenses relating thereto; taxes that may be assessed against the Association or its property; the cost of utility services supplied to the Common Elements or to each individual Unit if utility service usage is not metered and billed to each Unit by any utility supplier, but is metered and billed to the Association; and any other expenses of the Association set forth herein, in the Bylaws or which may be designated by the Board as Common Expenses. No Unit Owner may be exempted from contributing toward such expenses by waiver of the use or enjoyment of the Common Elements or the community or recreation facilities, if any, or by abandonment of their Unit. Payment of the Common Expenses are to be made in the amount and at the frequency determined by the Board, and are to be delivered to Association at its principal office or to such other place the Board designates.

7.02. Lien in Favor of the Association. All charges and expenses chargeable to any Unit constitute a lien against said Unit in favor of the Association. That lien is prior to all other liens except (a) assessments, liens and charges for taxes past due and unpaid on the Unit and (b) payments due under bona fide and duly recorded Mortgage instruments, if any, except as may be otherwise provided by any applicable New Jersey or federal law. The charges and expenses represented in the annual Common Expense Assessment or maintenance fees become effective as a lien against each Unit on the first day of each year. Additional or added assessments, any and

all types of fees, amounts ordered as per Article 4 of the Bylaws, fines, charges, expenses, and water and sewerage user fees, if any, chargeable to Units and not covered by the annual Common Expense Assessment, become effective as a lien against each Unit as of the date when the expense, fine or charge giving rise to such additional or added assessment is levied or incurred. If the assessment, charge or other expenses giving rise to any lien remains unpaid for more than 10 days after it is due and payable, the entire amount of the next 12 monthly installments of the then current or next annual Common Expense Assessment and other additional or added assessments, charges and expenses immediately become due and payable. All liens may be recorded in accordance with N.J.S.A. 46:8B-21 and foreclosed by the Association in the manner provided for the foreclosure and sale of real estate mortgages. In the event of foreclosure, in addition to the Common Expense and other assessments or amounts due, the Association is entitled to recover the expenses of the action including court costs and reasonable attorney and paraprofessional fees. The Association's right to foreclose its lien is in addition to any other remedies available at law or equity for the collection of annual, additional or added charges and expenses, including the right to proceed personally against any delinquent Unit Owner for the recovery of a personal judgment for the amount due, court costs and reasonable attorney and paraprofessional fees. The title acquired by any purchaser following any foreclosure sale or sheriff's judgment sale is subject to all provisions of this Master Deed, the Bylaws, the Rules and Regulations and the Condominium Act; and, by so acquiring title to the Unit, the purchaser automatically agrees to abide by and be bound by same. Interest, fines and penalties may only be levied, imposed and collected by the Association to the extent they are permitted by law.

7.03. Payment of Expenses Out of Proceeds of Sale. Upon the sale, conveyance or other lawful transfer of title to a Unit, all unpaid assessments, fines and all other charges and expenses of whatever nature chargeable to the Unit must first be paid out of the sales price or by the acquirer in preference to any other assessments or charges of whatever nature except (a) assessments, liens and charges for taxes past due and unpaid on the Unit and (b) payments due under any bona fide duly recorded Mortgage instruments, except as may be otherwise provided by applicable New Jersey or federal laws.

7.04. Liability of Purchaser for Assessments Due Association and Certificates of Payment. Any persons who acquire title to a Unit are jointly and severally liable with their predecessor in title for the amounts owing by the latter to the Association up to the time of the transfer of title, without prejudice to the acquirer's right to recover from the predecessor in title the amount paid by them as joint debtor. Any contract purchaser of a Unit may request in writing that the Association provide them with a certificate setting forth the amount of unpaid assessments or other debts owed to the Association for a Unit. The written request is to include the names and ages of all persons who will reside in the Unit, and the anticipated date of closing title. The Association will provide the certificate within 10 days after receipt of the request. The purchasers may rely upon the certificate and their liability to the Association is limited to the amount set forth therein. Liability for the payment of amounts due the Association does not attach to a Unit's purchaser following a mortgage foreclosure or sheriff's judgment sale of any Unit but the Association is entitled to payment thereof out of the proceeds of sale as provided by law. Further, any Permitted Mortgagee who obtains title to a Unit pursuant to remedies provided in the Mortgage or foreclosure of the Mortgage is not liable for the Unit's unpaid amounts due the Association which accrued before the acquisition of title to the Unit by the Mortgage Holder, except to the extent permitted by any applicable New Jersey or federal law. Any such unpaid amounts will become a common expense of the Association payable by all Unit Owners, including the Permitted Mortgagee who obtains title to the Unit, in proportion to their percentage interest in the condominium.

7.05. Covenant to Pay Assessments. Every Unit Owner, by acceptance of a deed or other document of conveyance of an ownership interest in a Unit, whether or not it is expressed in any deed or other document of conveyance, is deemed to covenant to pay to the Association all assessments and other sums contemplated in this Master Deed or the Bylaws.

7.06. Liability for Assessments. No Unit Owner may waive or otherwise avoid liability for Common Expenses by not using the Common Elements. All assessments, fines and other charges

against a Unit or its Unit Owners are a continuing lien on the Unit against which they are assessed or the Unit owned by the Unit Owner against whom they are assessed and are the joint and several personal obligations of all Owners of the Unit at the time the assessment, fine or other charge fell due, and of each subsequent record Owner of the Unit, except as otherwise contemplated by Paragraphs 7.02, 7.03 and 7.04 of this Master Deed or N.J.S.A. 46:8B-21, together with such interest thereon and cost of collection thereof including reasonable attorney and paraprofessional fees. Liens for unpaid assessments, fines or other charges the Association is permitted by law to levy, impose or collect, may be foreclosed by suit brought in the Association's name in the same manner as a foreclosure of a mortgage on real property. Suits to recover money judgments for unpaid assessments, fines or other charges may be maintained without waiving the lien securing same.

7.07. Annual Common Expense Assessments. It is an affirmative and perpetual obligation of the Board to fix annual Common Expense Assessments in an amount at least sufficient to maintain and operate the Buildings, the Common Elements, the Property and Association affairs as contemplated by this Master Deed, the Bylaws or as required by the Condominium Act; and to pay for all expenses of the Association for benefits derived by the Unit Owners. The amount of monies deemed necessary for Common Expenses and the way they are expended are determined in the Board's sole discretion.

7.08. Notice of Annual Common Expense Assessments. At least 5 days in advance of the due date of the first Common Expense Assessment installment for each fiscal year, the Board will prepare a list of Units and the annual Common Expense Assessments applicable to each, according to the names of the Unit Owners. This list is to be kept in the office of the Association or its managing agent and is open to inspection upon any Unit Owner's request. Written notice of the annual Common Expense Assessment is to be given to Unit Owners in the manner provided by Article 18.03 of the Bylaws.

7.09. Use of Annual Common Expense Assessments. The annual Common Expense Assessment levied by the Board will be used exclusively for promoting the health, safety, pleasure and welfare of Association Members, including, but without limitation: street lighting; refuse or recyclable collection; snow and ice clearing; landscaping of Common Elements; maintenance and repair of the exterior and roofs of the Buildings, including but not limited to cleaning, painting, caulking and staining of the exterior surfaces and finishes; maintenance, repair and replacement of the Common Elements or any other improvements on the Property or elsewhere for which the Association is responsible, including roadways and parking areas; maintenance and repair of fences and walls; payment of applicable common taxes and insurance premiums; costs and expenses incidental to the Association's operation and administration; and such other items as the Board from time to time deems appropriate; provided that the annual Common Expense Assessment cannot be used for capital improvements subject to Paragraph 7.15 of this Master Deed. While the Developer maintains a majority of the Board of Trustees, it shall make no additions, alterations, improvements or purchases not contemplated in this Offering which would necessitate a special assessment or a substantial increase in the Common Expense Assessment unless required by a government agency, title insurance company, mortgage lender or in the event of an emergency.

7.10. Allocation of Common Expenses. The annual Common Expense Assessment will be allocated among all Units within any Buildings declared to be in the Condominium and for which an initial Certificate of Occupancy has been issued. Each Unit will be assessed a proportionate share of the annual Common Expense Assessment determined by the Unit's then current percentage interest in the Common Elements as set forth in Article 13 of the Bylaws and Exhibit "G" hereof as they may be amended. Until title to the first Unit is conveyed, the Developer is solely responsible for all Common Expenses as set forth in Paragraph 7.20 hereof. Following the first conveyance, the Owners of Units to whom title has been conveyed are responsible for their percentage share of the Common Expenses and the Developer is responsible for payment of all Common Expenses assessed against Units which have not been initially conveyed to an individual purchaser and for which an initial Certificate of Occupancy has been issued. For so

long as it designates a majority of Board Trustees, the Developer will not cause the Common Expense Assessment to be artificially low.

7.11. Annual Common Expense Assessment Not Made. An annual Common Expense Assessment shall be made while the Developer designates a majority of the Board of Trustees. If an annual Common Expense Assessment is not made as required while the Unit Owners elect a majority of the Board of Trustees, such an assessment is presumed to have been made in the amount of the prior year's Common Expense Assessment. Any installments of the presumed annual Common Expense Assessment is due on each installment payment date until a new annual Common Expense Assessment or new installment payment dates are adopted.

7.12. Due Dates of Annual Common Expense Assessment. Annual Common Expense Assessments are made for a yearly period to be determined by the Board and are payable in advance in monthly installments due upon the first day of each month or in such other installments and upon such other due dates as the Board establishes.

7.13. Emergency Common Expense Assessment. In the event the regular annual Common Expense Assessment is not sufficient for an immediate need or emergency, the Board may amend the budget and assessment and levy an Emergency Common Expense Assessment. The determination of an immediate need or emergency is at the Board's sole and absolute discretion. Notice of any such amendment of the budget and assessment and the levying of an Emergency Common Expense Assessment is to be in a writing delivered to Unit Owners in the manner provided in Article 18.03 of the Bylaws. The notice is to specify the due dates of the Emergency Common Expense Assessment or any installments thereof. Within 30 days of any Emergency Common Expense Assessment, the Board is to memorialize by written resolution the factual basis for and the fact that an Emergency Common Expense Assessment was made.

7.14. Special Common Expense Assessment, Bulk Real Estate Tax Bills. In addition to all other types of assessments authorized herein, in any assessment year the Board may levy a Special Common Expense Assessment to defray in whole or in part the cost of any responsibility of the Association, including but not limited to, any reconstruction, unexpected repair or replacement of an existing Common Elements capital improvement not determined by the Board to constitute an emergency or immediately needed, but for which funds held in reserve are inadequate, or for any other lawful purpose except new capital improvements subject to Paragraph 7.15 hereof. If a Special Common Expense Assessment for an assessment year together with all other Special Common Expense Assessments for that assessment year in the aggregate exceeds the sum of \$15,000.00 increased by the percentage of increase in the Consumer Price Index for all Urban Consumers published closest to the date the Recording Officer records this Master Deed, it must be authorized by the affirmative vote of two-thirds of the Members in Good Standing. This vote is to be taken at a meeting duly called for such purpose. Written notice stating the purpose of that meeting, must be sent to Unit Owners in the manner set forth in Article 18.03 of the Bylaws at least 30 days in advance. The due dates of any Special Common Expense Assessment or any installments thereof are fixed in the Board resolution authorizing same.

As the Condominium is to be constructed in stages, it is possible that real estate property tax bills for or special assessments and other charges imposed by taxing authorities on portions of the Common Elements to be or which previously have been dedicated to the Condominium may be issued directly to and in the name of the Developer or the Association and not reflected in the municipality's assessment of and real estate taxes on individual Units based on their undivided percentage interest in same. All real estate property taxes, special assessments and other charges imposed by taxing authorities are to be separately assessed against and collected on each Unit and its undivided percentage interest in the Common Elements as a single parcel, as provided by the Condominium Act. If any such taxes, assessments or charges are not separately assessed or taxed to each Unit, then the Owners of each Unit must pay their proportionate share thereof in accordance with the percentage undivided interest in the Common Elements and the Board must levy and collect a Special Common Expense Assessment for any such year, if necessary. Nothing herein relieves the Developer from its sole responsibility for real estate taxes for or special assessments

and other charges imposed by taxing authorities on Units before title to each of same is conveyed to third party purchasers, or on the Property or lands before they are dedicated to the Condominium.

7.15. Capital Improvement Common Expense Assessment. In addition to the other assessments herein authorized, the Board may levy a Capital Improvement Common Expense Assessment for the purpose of acquiring or constructing any new capital improvements. For purposes of this Paragraph 'capital improvements' mean any improvement to the Property with a useful life of at least five (5) years undertaken by the Association for which monies have not been provided in the first Association budget or reserves. If, during any assessment year, a Capital Improvement Common Expense Assessment, together with all other Capital Improvement Common Expense Assessments for the assessment year, exceeds in the aggregate the sum of \$15,000 increased by the percentage of increase in the Consumer Price Index for all Urban Consumers published closest to the date the Recording Officer records this Master Deed, it must be authorized by the affirmative vote of two-thirds of the Members in Good Standing. This vote will be taken at a meeting duly called for this purpose. Written notice stating the purpose of the meeting must be sent to all Unit Owners in the manner set forth in Article 18.03 of the Bylaws no less than 30 days in advance of the meeting. The due dates of Capital Improvement Common Expense Assessments, or any installments thereof, may be fixed in the resolution of the Board authorizing same.

7.16. Exemption from Capital Improvement Common Expense Assessments. In spite of anything to the contrary herein, neither the Developer nor any Mortgage Holder is obligated to pay any assessments for new capital improvements, whether by way of regular Common Expense Assessments or other type of assessment. This Paragraph of the Master Deed may not be amended without the prior written consent of the Developer and every Mortgage Holder.

7.17. Remedial Common Expense Assessment. In addition to the other assessments herein authorized, the Board may levy a Remedial Common Expense Assessment against any individual Unit whenever required or permitted to do so by this Master Deed, the Bylaws or the Association's Rules and Regulations that authorize the levying and collecting of Remedial Common Expense Assessments, such as, but not limited to, Paragraph 8 of this Master Deed. The Board may also provide in Rules and Regulations for ordinary maintenance and minor repairs and replacements to Units or Limited Common Elements, for which Unit Owners are responsible, to be undertaken by the Association's personnel, contractors or other representatives and charged to the responsible Unit Owners as a Remedial Common Expense Assessment.

7.18. Miscellaneous Common Expense Assessments. To the extent that the Association is permitted by New Jersey law to levy, impose or collect any and all fines, late charges, costs of collection including reasonable attorney and paraprofessional fees, and interest on unpaid assessments; and any and all capital contributions, escrow deposits or any other sums required to be paid to the Association by a Unit Owner as per this Master Deed, the Bylaws, Certificate of Incorporation, Rules and Regulations or any duly adopted Resolution of the Board are deemed Common Expense Assessments which each Unit Owner has covenanted to pay and for which each Unit Owner is liable pursuant to the provisions of Paragraphs 7.01 and 7.02, respectively, of this Master Deed. They are to be collected by the Association in the same way as other assessments pursuant to the provisions hereof and N.J.S.A. 46:8B-21.

7.19. Interest in Common Surplus. Any Association common surplus resulting from an excess of income over expenses that the Board, in its sole discretion, opts to refund to Unit Owners, must be allocated among the Members in the same way those expenses were assessed.

7.20. Developer's Ownership and Assessment Obligations. From and after the conveyance of title to the first Unit in any Building dedicated to the Condominium, if there are unsold Units in such Building, the Developer is deemed the Owner of the unsold Units under the same terms and conditions as all other Unit Owners. The obligation of Developer to pay any type of Common Expense or other assessments, including reserves for a particular Unit in a Building, commences on the date that the Unit is issued a municipal certificate of occupancy, subject to the

Developer's duty to pay for benefits it derives from the Association. The Developer is not, however, obligated to pay any Common Expense or other assessments except for reserves for so long as Developer is providing any subsidy or guarantee of maintenance fees or Common Expense Assessments to Unit Owners. For purposes of this Paragraph, "unsold Units" means any Units, title to which has not been transferred from the Developer to an unrelated third party.

PARAGRAPH 8

MAINTENANCE RESPONSIBILITIES

8.01. Maintenance of Units by Unit Owners. All Unit Owners, at their own cost and expense, must promptly furnish, perform and be responsible for all maintenance, repairs and replacements to their Unit in accordance with requirements of this Master Deed, the Bylaws and any Association Rules and Regulations. Except as herein provided, maintenance, repairs and replacements of the plumbing fixtures and systems, electrical wiring and receptacles, appliances and equipment, lighting fixtures or part of any Unit that are not Common Elements are Unit Owner responsibilities, at their own cost and expense. Maintenance, repair, replacement, cleaning and washing of all walls and ceilings; all window and door frames, sills, sashes, glass and screens; and paint, wallpaper, paneling, floor covering, draperies, light bulbs, and window shades or curtains within any Unit are the Unit Owner's responsibility, at their expense. Unit Owners are responsible for snow and ice clearing from their Unit's balconies and patios in compliance with Association Rules and Regulations and applicable laws. However, the Association is responsible for snow and ice clearing on the exterior front entry stairs, front entry landings and driveways that provide access to the Buildings. See Paragraphs 5.03 and 5.05 hereof. The Association, its agents and employees may effect emergency or other necessary repairs that a Unit Owner fails to perform. Any expense so incurred is the responsibility of the Unit Owner affected thereby. Maintenance, repairs and replacements required to common plumbing, mechanical, electrical and water supply systems within the Common Elements will be furnished by the Association. Unit Owners are responsible to report to the Board promptly, in writing, any defect or need for maintenance, repairs or replacements, which are the responsibility of the Association.

8.02. Responsibilities of the Association - General. The Association must furnish the maintenance, repairs and replacements required for the functioning of any common plumbing, common heating, common air-conditioning, common mechanical, common electrical, common sewer or common water supply systems that are within the Common Elements; as well as for the General Common Elements themselves, as defined in Paragraph 5.01 hereof, including but not limited to, the exterior and roof of Buildings, parking areas, roadways, common sidewalks, common walkways, common stairways, common hallways, fences and walls. Despite Paragraph 8.01, the Association is responsible for applying paint, stain and/or caulk where appropriate, at regular intervals to all exterior surfaces of the Common Elements and the Units. All Association costs to discharge its responsibilities are Common Expenses.

8.03. Rights of the Association. The Association may effect emergency maintenance, repair and replacements to any Unit or Limited Common Element for which a Unit Owner is responsible but has failed to perform. The Association expenses incurred in doing so may be levied against the Owner of that Unit as a Remedial Common Expense Assessment. The Association may also effect non-emergency maintenance, repair or replacements to any Unit or Limited Common Element for which the Unit Owner is responsible but has failed to perform and charge the reasonable expenses incurred in doing so to the Unit Owner as a Remedial Common Expense Assessment, but only if : (a) any such failure by the Unit Owner has or will have a material and adverse impact on any other part of the Condominium and (b) the Unit Owner responsible for such maintenance, repair or replacement has failed to remedy the situation within 30 days after the Association gives the Unit Owner written notice of the need for such maintenance, repair or replacement.

8.04. Access to Units. The Association has the irrevocable right, to be exercised by the Board

or managing or other Association agent, to have access to each Unit during reasonable hours for the maintenance, repair or replacement of any of the Common Elements therein or accessible therefrom or for making emergency inspections or repairs therein necessary to prevent damage to the Common Elements or to another Unit. Prior notice is to be given to the Unit Owner or occupant except in the case of an emergency.

8.05. Damage Due to Negligence, Omission or Misuse. If damage is caused to the Common Elements or to Units owned by others, or maintenance, repairs or replacements are required which would otherwise be a Common Expense that are caused or are due to the negligent act or omission of or misuse by a Unit Owner, or a member of the Unit Owner's family or household pet, guest, occupant or visitor (whether authorized or unauthorized by the Unit Owner); the responsible Unit Owner is liable and must pay for any such damages, liability, costs and expenses, including paraprofessional and attorney fees, caused by or arising out of such circumstances as a Remedial Common Expense Assessment. Any such maintenance, repairs and replacements to the General or Limited Common Elements or to Units are subject to the Bylaws and Rules and Regulations.

8.06. Maintenance of Open Space. The Association shall be responsible for the maintenance of all open space within the Condominium.

PARAGRAPH 9

EASEMENTS

9.01. Unit Owner Easements. The Unit Owners have an easement for ingress and egress in, on, over and across the Common Elements. If any portion of the Common Elements encroaches on any Unit, or vice versa, or if a portion of one Unit encroaches on another Unit, a valid easement for the encroachment and for the maintenance of the same exists for so long as it stands. If any Building is partially or totally destroyed and is then rebuilt in substantially the same location, and as a result of such rebuilding any portion of the Common Elements encroaches upon the Units, or vice versa, or any of the Units encroach on another Unit, a valid easement exists for such encroachment and for the maintenance thereof, so long as it stands.

9.02. Developer's Nonexclusive Easement to Common Elements and Rights Reserved.

(A) A valid, nonexclusive easement for the benefit of the Developer exists in, on, over and across the General Common and Limited Common Elements for the maintenance, operation and renewal thereof; and as a means of providing ingress and egress to other portions of the General and Limited Common Elements and to other lands now or hereafter controlled by the Developer or its Affiliates, successors or assigns.

(B) For as long as Developer leases or owns, in the ordinary course of business, one or more Units whose title has not been conveyed to a third party not an Affiliate of the Developer, the Developer and its Affiliates have an easement for ingress and egress and the right to bring agents, prospective purchasers, lessees, contractors and the like in, on, over and across the Common Elements and Limited Common Elements.

(C) An easement is reserved to the Developer and its Affiliates to install, maintain or convey ownership and responsibility to a municipal utility department or authority or private utility company or others for any utility meters, lines, wires, conduits, pipes and other facilities necessary for the proper maintenance of the Common Elements or systems servicing the Property, Buildings or Units. A blanket, perpetual and nonexclusive easement of unobstructed ingress in, on, over, across and through the Common Elements is granted to the Developer, the Association and to the municipality within which the Condominium is located and its agents and agencies, and as well as each of their respective Affiliates, officers, agents, employees and all police, fire, ambulance and other emergency personnel in the proper performance of their

respective duties (including but not limited to emergency or other necessary repairs to a Unit which the Unit Owner has failed to perform), and for repair and maintenance of the Common Elements.

(D) The Developer reserves the following easements with respect to the Property:

(1) A blanket and nonexclusive easement in, on, through, under, over and across the Common Elements for the purpose of construction, installation, maintenance and repair of any improvements to the Units, utility systems or the Common Elements; for use and access to one or more on-site sales, storage, construction and service trailers that the Developer may relocate at its discretion to other areas of the Property; for ingress and egress and the use of all driveways, parking areas, and for the use of Developer-owned Units for models, administrative offices, rental and sales promotion and exhibition of Units, all until the last Unit is conveyed to a third party in the normal course of the Developer's business. Developer is to pay to the Association all Common Expenses and other assessments on Units it leases, except as set forth in Paragraph 7.16 hereof.

(2) An irrevocable easement and right to enter in, on, through, under, over and across any Unit for such purposes as reasonably necessary for the Developer or its agents to service such Unit or any part of the Building or Property provided that a request for entry is made in advance and entry is at a time reasonably convenient to the Unit's Owner. In emergencies, the right of entry is immediate whether the Unit Owner is present or not. For as long as the Developer or its Affiliates hold title to any Unit in the ordinary course of business they reserve the right and an easement to lease those Units to third parties.

(3) A perpetual, blanket and nonexclusive easement in, on, over, under, across and through the Common Elements for surface water runoff and drainage caused by natural forces and elements, grading or the improvements located on the Property or other property now or hereafter owned or controlled by the Developer or its Affiliates. Unit Owners must not in any way directly or indirectly interfere with or alter the drainage and runoff patterns, systems and improvements within the Condominium.

(4) A perpetual, blanket and nonexclusive easement in, on, through, under and across the Common Elements for the purposes of construction, installation, maintenance and repair of lines, conduits, meters, utilities and other facilities necessary for the operation of a private cable, satellite or other type of master antenna television system. This easement may be assigned. Unit Owners must not in any way directly or indirectly interfere with or alter the use of this easement or systems. Neither the Association nor any Unit Owner is obligated by this Master Deed or the reservation of this easement to contract for the use of any such system installed in accordance with this easement.

(5) A perpetual, blanket and nonexclusive easement in, on, through, across and over the Common Elements for access to the site entrance sign or signs. The Association is responsible to maintain and light these signs as originally constructed. Developer reserves the right to maintain these signs if the Association fails to do so. These signs must not be altered or changed in any way without Developer's prior written consent.

(E) Developer reserves the easement and the right to assign and to grant future easements to neighboring properties to permit the grantee to connect into one or more of the water, storm sewer, sanitary sewer, gas, electric or other utility systems servicing the Condominium all for the benefit and enjoyment of the neighboring properties; provided that the grantee of any such easement is obligated to maintain its connections to said systems and its lines. The right to grant such easements expires on Developer's conveyance of title to the last Unit ultimately to be conveyed within the Property.

(F) Despite any language in this Master Deed to the contrary, the Developer and its successors and assigns have the absolute and sole right, without needing the consent of the Association, its Members, Owners, mortgagees or other persons, to grant, dedicate and convey roads within the Condominium to the Municipality pursuant to the New Jersey Municipal

Services Act N.J.S.A. 40:67-23.2 et seq., and to grant and convey easements to any governmental entity, authority or agency or to any utility company; provided that the Developer in its sole discretion determines that the said grants, conveyances or easements benefit the Condominium Property.

(G) The easements and the rights reserved herein may be assigned in whole or in part by the Developer without the consent of the Association, its Members, Owners, mortgagees or other persons. Developer may execute and record easements or other documents or permit applications necessary for the above purposes as "Owner" and on behalf of the Association and Unit Owners. All such applications will be at the Developer's sole expense.

9.03. Easement to Association. The Association has a perpetual easement for the maintenance of any Common Elements, including those which may presently or hereafter encroach upon a Unit; and the Association, through the Board or any managing agent, or their respective agents or employees, have the perpetual and nonexclusive right of access to each Unit to: inspect a condition that is affecting other Units; remedy any violations of the provisions of this Master Deed, Bylaws or Rules or Regulations if adversely affecting any other Unit or Common Element; and, to perform any operations required in connection with the maintenance, repair or replacement of or to the Common Elements or any equipment, facilities, systems or fixtures affecting or serving other Units or the Common Elements provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In cases of emergency, such right of entry is immediate whether the Unit Owner is present or not.

9.04. Mortgage Holder Easements. Any Mortgage Holder, its officers, agents and employees, have a blanket, perpetual and nonexclusive easement to enter the Condominium or any part thereof to inspect the condition and repair of the Common Elements or any Unit encumbered by a First Mortgage owned, insured or guaranteed by it. This right is to be exercised only during reasonable daylight hours and then, whenever practicable, only after advance written notice to and with the permission of the Board, for Common Elements, or of the Unit Owner, for a Unit.

9.05. Municipal Easements and Maintenance Rights. The Condominium is subject to a blanket, perpetual but nonexclusive easement of unobstructed ingress to and egress from, access to and travel within, on, over, under, across and through same to the municipality within which the Condominium is located, its respective officers, agents, and employees (but not the public in general), and all police, fire, ambulance and other emergency personnel in the proper performance of their respective duties (including but not limited to emergency or other personnel necessary for maintenance, repair or replacement to a Unit which the Unit Owner has failed to perform) and for emergency or other necessary maintenance, repair or replacements of the Common Elements which the Association has failed to perform. This easement for the benefit of the municipality includes a maintenance easement authorizing, but not requiring, the municipality to enter upon the Condominium for the inspection or maintenance of any detention basin or other stormwater detention facilities established within the Condominium and for which the Association is responsible if the Association fails to fulfill its responsibilities relative thereto. Except in the event of emergencies, the rights accompanying this easement must be exercised only during reasonable hours and, whenever practicable, only after advance notice to and with permission of the Board of Trustees, for Common Elements, or of the Unit Owners directly affected thereby.

If the Condominium is not maintained in reasonable order and condition, the governing body of the municipality or its agents have the easement and right to enter and maintain the Condominium. The assumption of such maintenance responsibility is to be in accordance with the procedures set forth in N.J.S.A. 40:55D-43(b). The cost of same will be assessed, enforced and collected in accordance with N.J.S.A. 40:55D-43(c). Despite any limitations as to the applicability of N.J.S.A. 40:55D-43(b) and N.J.S.A. 40:55D-43(c) to the maintenance of "open space," this Paragraph is to apply to all of the maintenance obligations set forth in this Master Deed. The cost of such maintenance by the municipality will be assessed pro rata against the Owners of each Unit in the Condominium, is a lien and tax against each Unit in the

Condominium, and may be enforceable by the Municipality in the manner provided by law with respect to real estate taxes assessed directly against each Unit.

9.06. Utility Easements. The Condominium is subject to a blanket, perpetual and nonexclusive easement in, on, over, across and through the Common Elements and Limited Common Elements for the purpose of installation, maintenance, repair and replacement of all sewer, water, power, gas, telephone, security alarm, satellite or cable or other type of television, fire suppression or lawn sprinkler systems, facilities, equipment, mains, conduits, wires, poles, transformers, meters and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility or other systems serving the Property. Said easements are for the benefit of any governmental agency, utility company or other person or entity that requires same for the purpose of maintaining, etc. said systems or furnishing one or more of these services. The width of this easement is to be of reasonable size so as not to interfere with the use and enjoyment of the Common Elements.

PARAGRAPH 10

ADMINISTRATION AND POWER-OF-ATTORNEY

10.01. The Administering Association. The Condominium will be administered, supervised and managed by the Association, which acts by and on behalf of Condominium Unit Owners, in accordance with this Master Deed, the Bylaws and the Condominium Act. The Bylaws are an integral part of the plan of ownership herein described and this Master Deed is to be construed in conjunction with the provisions of the Bylaws. Pursuant to the requirements of the Condominium Act, the Association is hereby designated as the form of administration of the Condominium; and the Association is hereby vested with the rights, powers, privileges and duties necessary to and incidental to the proper administration of the Condominium, the same being more particularly set forth in the Bylaws. The Association is 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 by the Unit Owners. Nothing to the contrary contained either in this Master Deed, the Certificate of Incorporation or the Bylaws serves to exculpate members of the Board appointed by the Developer from their fiduciary responsibilities. In accordance with N.J.A.C. 5:26-8.2, the Association:

(a) subject to this Master Deed, the Bylaws, the Declaration of Covenants and Restrictions, if any, or other instruments of creation, may do all that it is legally entitled to do under the laws applicable to its form of organization;

(b) is to discharge its powers to protect and further the health, safety and general welfare of Condominium residents; and

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

While the Developer controls the Association Board of Trustees, the Developer may not take any action which adversely affects a Unit Owner's rights under N.J.A.C. 5:25-5.5. Warranty coverage and claims against the Developer for defects in Common Elements are to be processed in accordance with N.J.A.C. 5:25-5.5.

10.02. Association's Power-of-Attorney. By acceptance of a deed to a Unit or by acceptance of any other legal or equitable interest in the Condominium, each contract purchaser, Unit Owner, mortgagee, lienholder or other person having any legal or equitable interest in the Condominium does automatically and irrevocably name, constitute, appoint and confirm the Association as attorney-in-fact for the following purposes:

(a) to acquire title to or lease any Unit whose Owners desire to surrender, sell or lease

same, in the name of the Association or its designees, corporate or otherwise; and on behalf of all Unit Owners to convey, sell, lease, mortgage (but not to vote the votes appurtenant thereto) or to otherwise dispose of any such Units so acquired or to sublease any Units so leased by the Association;

(b) to prepare, execute and record Amendments and Supplements to the Master Deed. At no time can the Association or the Board impose any right of first refusal or similar restriction on Units.

PARAGRAPH 11

RESTRICTIONS

11.01. General Restrictions. Units and Limited Common Elements appurtenant to any Unit cannot be used for any purpose other than as a private residence except for those Units used by the Developer as sales, administrative or other offices or models. Unit Owners, tenants and occupants of Units may use the Common Elements in accordance with the purposes for which they are intended but may not hinder or encroach on the lawful rights of other Unit Owners, tenants or occupants.

Unit Owners must not cause or permit anything to be stored or kept in attic or roof areas; nor can they permit anything to be hung, displayed or placed on the outside walls, doors or windows of any Building whether or not Common Elements, except in accordance with Association Rules and Regulations. Unit Owners are permitted to keep patio furniture limited to one (1) table and chairs and no more than two (2) planters on the balcony that is a Limited Common Element appertaining to their Unit. Unit Owners and occupants must not store or use any other items, including but not limited to bicycles, firewood, barbecue or other grills, or garbage/recycling containers on the Limited Common or General Common Elements including but not limited to balconies, Unit entryway areas, breezeways, porches, patios, decks and sidewalks, except in compliance with Association Rules and Regulations. Signs are not permitted on the exterior or interior of any Unit. Electric barbecue grills are the only type of grills permitted, except if other types of grills are allowed by the Rules and Regulations. Use of such grills is limited to the balconies.

No more than two (2) dogs or cats in the aggregate shall be permitted in each Unit. All pets shall be leashed while they are outside the Unit, and all excrement from such pets shall be removed promptly from the Common Elements.

Unit Owners shall not store any flammable materials in their Unit or the Common Elements and Unit Owners must not permit anything to be done or kept in their Unit or in the Common Elements which will result in the cancellation of insurance on any Building or contents thereof, or which is in violation of any law; or which will increase the rate of insurance of any Buildings or contents thereof applicable for residential use, except in compliance with Association Rules and Regulations. Waste must not be committed on or to any of the Common Elements. Trusses which make up the roof structure are Common Elements and must not be altered in any manner. Flooring above ceiling trusses are for access only and are not to be used for any storage. Unit Owners must not obstruct, cover, paint or otherwise interfere in any way with the proper operation of any fire suppression sprinkler or alarm system which may be installed in a Unit. Unit Owners and occupants must keep operational any fire or smoke alarm systems in their Units and not obstruct their operation. Noxious and offensive activities and noise are not permitted or allowed in or on the Common Elements or any Unit nor can anything be done therein either willfully or negligently which is or may become an annoyance or nuisance to Condominium residents.

Each Unit is limited to a maximum of two (2) motor vehicles which can be parked on the General or Limited Common Elements. All such motor vehicles shall be properly registered and plated. Recreational vehicles (boats, boat trailers, utility trailers, house trailers, campers, motor

homes, etc.) and Commercial Vehicles must not be parked overnight on the Common, Restricted or Limited Common Elements without the prior written approval by the Board or its designated committee or representative for this purpose, except if parked in areas designated in Association Rules and Regulations, if any. Vehicles are not to be used as living quarters. "Commercial Vehicles" refers to pick-up trucks, vans, trucks, tractors, trailers, wagons, or any oversized or other motor vehicles having commercial license plates or used for commercial purposes or which have advertisements of one or more businesses painted or permanently affixed to same and which cover an aggregate of more than 30 square inches.

Owners are not permitted to use or install any loudspeaker, solar collector, floodlight, clothesline, window air conditioner, fan, heat pump or other similar cooling, heating or ventilating device in any window, door or other exterior opening of a Unit or Common Element without the prior written approval of the Board or its designee.

Units must be heated to the extent necessary to prevent damage to the Unit or Common Elements from freezing temperatures from October 1 through April 30 of each year, even if the Unit is not occupied. Unit Owners who fail to heat their Unit as obligated shall be assessed a Remedial Common Expense Assessment to pay the costs of any damage caused to any part of the Condominium.

Unit Owners and occupants are not permitted to plant or maintain any matter or things on, in, over, or under the Common Elements or Limited Common Elements without the prior written consent of the Board unless permitted by the Rules and Regulations.

The Board, pursuant to the Bylaws, may adopt Rules and Regulations which will be an addition and supplement to restrictions on the use of Units and the Common Elements. As long as the Rules and Regulations are consistent with the intent and purposes set forth herein, they are not deemed to be amendments.

11.02. Age Restriction and Occupancy of Units. Units must be occupied in accordance with the restrictions and limitations contained in this Master Deed, the Bylaws and the Rules and Regulations. The Condominium is intended for occupancy by persons fifty-five (55) years of age or older as provided in the Housing for Older Persons Act of 1995 (Pub. L. 104-76). As a result, occupancy of each Unit is restricted to the following individuals:

- I. Community to Remain "55 or Over Housing for Older Persons". The Community is intended to be "55 or Over Housing", so as to qualify as "housing for older persons," within the meaning of the Fair Housing Act. The construction, interpretation and enforcement of this Paragraph 11.02, as well as this Master Deed and the Bylaws, shall be done in a manner consistent with such requirements.
- II. General Age Restrictions. Permanent Occupancy of any Home is restricted to:
 1. any person of the age of 55 years or over (or 50 years of age or over, if approved by the Board) ("Age-Qualified Person");
 2. a husband, wife or companion, of the age of 19 years or over, residing with the Age-Qualified Person;
 3. children residing with the Age-Qualified Person or residing with the husband, wife or companion of the Age-Qualified Person, provided the children are of the age of 19 years or over;
 4. an individual, the age of 19 years or over, residing with and providing physical support to a permissible occupant; or
 5. any person who was permitted to and did occupy a Unit with an Age-Qualified Person may continue to occupy the Unit after the death of such Age-Qualified Person.

Notwithstanding the foregoing, the Developer may sell up to fifteen percent (15%) of the Units where the Age-Qualified Person is between the age of 50 and 54. Exceptions to these age restrictions may be granted in particular cases by the Developer or the Association in accordance with this Paragraph 11.02.

- III. Compliance with Fair Housing Act; Procedures. It is the duty of the Developer, in connection with the initial sale of Units, and of the Association, through the Board, as to all subsequent sale of Units, to enforce the Master Deed and this Paragraph 11.02 so that at all times the Community will qualify for the "55 or over" housing for older persons exemption under the Fair Housing Act. Permanent Occupancy of any Unit is not permitted or allowed to continue if such occupancy violates the provisions of this Paragraph 11.02 or results in the loss of the Community's "55 or over" housing for older persons exemption under the Fair Housing Act. At the closing of title to a Unit being sold by Developer, the purchaser of said Unit will be required to sign a certification or declaration to insure that the Community will qualify for the exemption under the Fair Housing Act and to insure that said occupant is in compliance with the age restrictions set forth herein. Persons may not transfer, sell, gift, lease, assign, grant, buy, rent or occupy any Unit in the Community, except for the sale of a Unit by the Developer, until such person receives the approval of the Board as to compliance with the Fair Housing Act in accordance with Rules and Regulations adopted by the Board.
- IV. Transfer On Death. If an Owner of a Unit dies, with or without a will, leaving as beneficiaries or heirs one or more persons who are not Age-Qualified Persons under this Master Deed, the restrictions in this Paragraph 11.02 are not deemed to restrict the ownership of the Unit by such beneficiaries or heirs. However, the beneficiaries or heirs, their successors or assigns, are not permitted to reside in the Unit until he or she has had an application for residency approved by the Board as required by this Paragraph 11.02. The foregoing is not intended to apply to any occupant who is not an Age-Qualified Person, it being the intent hereof that surviving occupants, to the extent permitted by the Fair Housing Act as to 55 or over housing, are permitted to continue to be occupants after the death of any or all Age-Qualified Persons.
- V. Occupancy by Children. Permanent occupancy is not permitted and applications must not be approved under this Paragraph 11.02 to any person who intends to have as an occupant a person under the age of 19 years, unless, despite anything to the contrary, such person is a handicapped dependent protected by the Fair Housing Act. Nothing herein is intended to prohibit the visitation by children under the age of 19 years who are family members or guests of the Owners. Permitted visitations must not exceed 29 consecutive days nor more than a total of 60 days in any calendar year.
- VI. Discretion. In the exercise of its discretion under this Paragraph 11.02 neither the Board nor the Developer is required to permit the full 15% of Units to be permanently occupied by an Age-Qualified Person who is 50 to 54 years of age.
- VII. Compliance with Fair Housing Act. The Board shall, on an annual basis, be provided with information from each Unit which verifies the age(s) of all permanent occupants of Units to determine the percentage of Units that are occupied by at least one person who is at least 55 years of age and the percentage of Units that are occupied by at least one person who is at least 50 years of age. If a Unit is not owned by an Owner, the Owner is required to provide this information. The verification provided to the Board may be in the form of copies of driver's licenses, birth certificates or similar documentation. The Board may also require that all Owners sign certifications acknowledging the ages of all occupants of the Unit.

11.03. Satellite Dishes. Under regulations adopted by the Federal Communications Commission ("FCC"), the Association may not ban the installation of satellite dishes, but the FCC regulations allow the Association to regulate the location of and to impose other restrictions concerning satellite dishes. The installation and maintenance of satellite dishes by Unit Owner(s) is thereby subject to the following restrictions:

- A. the satellite dish may installed only on the Unit Owner's balcony;
- B. only one (1) dish may be installed on a balcony or patio;

- C. the dish may not be more than one (1) meter in diameter, however, if a smaller dish will achieve the same reception at a comparable cost, then the smaller dish must be installed;
- D. the dish must be installed either on the floor surface or the railing, but in no event shall the dish be installed more than seven (7) feet above the floor surface; and if installed on the railing, the dish may not extend more than six (6) inches beyond the railing into the Common Elements and away from the building wall;
- E. the dish must be installed at the point furthest away from any adjoining Unit's balcony;
- F. the dish must be installed securely and by a professional installer;
- G. under no circumstances shall the dish be mounted on the building wall or any other Common Elements;
- H. wiring for the dish shall be run into the Unit in the least destructive manner possible, and any penetration of the building shall be sealed so as to avoid any water infiltration into the building; and
- I. when the Unit Owner either moves or ceases to use the dish, it shall be removed and any damage done to the Common Elements or Limited Common Elements shall be repaired.

Prior to installation of the dish, Unit Owner(s) shall notify the Association, through its managing agent, of their intention to install a satellite dish and of the specifics of the installation. Prior approval of the Association is not required if the requirements set forth in this paragraph are followed. Prior Association approval is required if the Unit Owner intends to deviate from any of the requirements set forth above. The Association reserves the right to inspect a Unit Owner's installation of a satellite dish at any time in order to monitor compliance with the provisions of this paragraph.

If FCC regulations concerning satellite dish installations shall change after the date that this Master Deed is recorded, then this Master Deed shall be deemed automatically modified as of the effective date of such changes in the regulations in order to be in compliance with the FCC regulations. A formal Amendment to this Master Deed, modifying this paragraph so as to be consistent with the amended FCC regulations, shall be adopted by the Board of Trustees as soon after the effective date of the amended FCC regulations as is practical.

11.04. Rental Restrictions on Units. Units must not be rented or used by their Owners for transient or hotel purposes, which is defined as (a) rental for any period of less than 180 days or (b) rental if the Unit's occupants are provided customary hotel services, such as room, food and beverage, maid, laundry, linen, bell hop, etc. Other than the foregoing restriction and the requirement that not less than the entire Unit may be leased during any applicable time period, Unit Owners (including the Developer and its Affiliates and mortgagees-in-possession) have the absolute right to lease any Unit. All leases must be in writing; must comply with the notice provisions of N.J.S. 2A:18-61.9; and, must state that their terms are subject to the covenants, conditions and restrictions contained in this Master Deed, Bylaws, the Rules and Regulations and the Condominium Act. Failure by the lessee to comply with the terms of those documents is a default under the lease. Each lease must contain the assignment of lease, rent and other language required by and set forth in the Bylaws, Article 4.05. If a Unit lessee fails to comply with the provisions of this Master Deed, Bylaws, Rules and Regulations or the Condominium Act; then, in addition to all other remedies which it may have, the Association may notify the Unit Owner of the violation and demand it be remedied through the Unit Owner's efforts within thirty (30) days after the notice. If the violation is not so remedied, then the Unit Owners at their own expense must immediately thereafter institute and diligently prosecute an eviction action against their lessee or other Unit occupant on account of such violation. Such action must not be compromised or settled without the prior written consent of the Board or its designee. If the Unit Owner fails to undertake or complete the foregoing; then the Board has 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 all costs and attorney and paraprofessional fees incurred. Those costs and expenses will constitute a lien on the particular Unit. Collection therein may be enforced by the Board in the same way as the Board enforces collection of assessments. By accepting a deed to any Unit, each Unit Owner automatically and irrevocably

name, constitute, appoint and confirm the Board as their attorney-in-fact for the purposes described in this Paragraph 11.03. Failure of the Board to act under its above rights is not a waiver of same.

The Owners do not have the right to use the Common Elements and common facilities during any period that their Unit is occupied by others or leased to third parties.

11.05. Modification of Units. Unit Owners cannot make or allow to be made any structural modifications or alterations in or to their Unit without the prior written consent of the Association or of its duly authorized representative appointed in accordance with its Bylaws. No acts are permitted to be done by a Unit Owner or occupant under any circumstances that impairs or may tend to impair the structural integrity or adversely affect any Building, Unit or Common Elements. Interior partitions or non-bearing walls in each Unit may be removed or replaced by the Unit Owner subject to the prior written approval of the Board. If a Unit Owner removes or replaces any interior partitions or non-bearing walls, no amendment to the Master Deed is necessary or required. No Unit may be partitioned or subdivided without prior written approval of any Mortgage Holder for that Unit and the Board. None of the foregoing approvals apply or are required to be obtained by the Developer before the initial conveyance of any Unit(s) it owns.

Two or more Units may be physically joined together to form a single residence provided that (a) all applicable laws, codes, governmental approvals and the Master Deed, Bylaws and the Rules and Regulations are complied with; (b) the joining of the Units does not impair the structural integrity, mechanical systems or lessen the support of the Common Elements; and (c) does not change the exterior appearance of the Units without the approval of the Association. The Developer's joining of Units before they are conveyed to third parties does not require Association approval. Joining of Units by their Owners after the Developer conveys title to them to third parties must first be approved by the Association. Despite being combined, each individual original Unit still (a) has its equal undivided percentage interest in the Common Elements computed as set forth herein; (b) has equal responsibility for the Association's expenses and all types of Common Expense and other Assessments; and (c) and continues to be separate parcels of real estate.

Unit Owners and occupants must not erect or have erected any fence, partition, wall, divider or similar structure interior or exterior to their Unit other than any such structure erected by the Developer; make or allow to be made any alterations or replacements to the exterior of the Unit including, but not limited to, doors, windows or skylights (despite that such alteration or replacements are to portions of the Unit) or to any Common Elements without the prior written approval of the Board or its duly authorized representatives.

Nothing prohibits the reasonable adaptation of any Unit for handicapped use.

11.06. Penalties. Each Owner, tenant and occupant of a Unit must comply with this Master Deed, the Bylaws and the Rules and Regulations. Failure to comply is grounds for an action to recover sums due, or damages, or for injunctive relief. To the extent permitted by law, the Board has the power to implement a system for imposing fines, penalties and costs of hearings and enforcement, and assessing interest on any Unit Owner who violates or whose tenants or occupants violate this Master Deed, the Bylaws or Rules and Regulations.

PARAGRAPH 12

REQUIRED INSURANCE AND DISPOSITION OF PROCEEDS

12.01. Restoration and Replacement of Condominium in Event of Fire, Casualty or Obsolescence. If fire or other casualty or disaster results in damage to a Building or the Common Elements, the provisions of Article 6.01 and 6.02 of the Bylaws govern the decision as to restoration, replacement or any election not to do so. All decisions concerning the obsolescence

of Buildings in the Condominium or the Common Elements, the sale of Condominium property and their demolition or replacement is determined in accordance with Article 6.03 of the Bylaws.

The Association, acting by and on behalf of Unit Owners, insures the Buildings and other insurable property against risk of loss by fire and other casualties covered by a broad form fire and extended coverage policy, including vandalism and malicious mischief and such other risks as the Board from time to time determines, all in accordance with the Bylaws. Nothing contained herein or in the Bylaws prohibits any Unit Owner from obtaining insurance for their own benefit.

However, Unit Owners cannot insure any part of the Common Elements whereby, in the event of loss, the Association's right to recover in full under its own insurance policies for such loss, is diminished or impaired in any way.

PARAGRAPH 13

PROTECTIVE PROVISIONS FOR THE BENEFIT OF MORTGAGE HOLDERS

13.01. General. "Notice Mortgagee" means any Mortgage Holder holding a First Mortgage who has given the Association written notice in the manner hereafter set forth of its desire to receive notice of those matters that are the subject of Paragraphs 13.02 through 13.06 and 13.09 of this Master Deed. Any such notice to the Association must state the name of the Mortgage Holder, the address to which notices are to be sent and to whom it should be directed, and must sufficiently identify the Unit for which the Notice Mortgagee is the Mortgage Holder of a First Mortgage. It is the Notice Mortgagee's obligation to keep the Association informed of any change of address to which required notices are to be sent. The Association is deemed to have fulfilled its obligation and a Notice Mortgagee is deemed to have been given any required notice hereunder if the Association mails the required notice to the Notice Mortgagee at the last address given by it to the Association in the manner provided herein.

The way the Notice Mortgagee and the Association gives the notices required to each other pursuant to this Paragraph 13 is by United States Postal Service, certified mail, with return receipt requested with sufficient prepaid postage affixed thereto, addressed to the last known address of the intended recipient.

13.02. Prior Written Approval of 51% of Notice Mortgagees. The prior written approval of at least 51 percent of Notice Mortgagees is required for any material amendment to this Master Deed, the Bylaws or the Association's Certificate of Incorporation, including, but not limited to, any amendment that would change any provision relating to the:

- A. voting rights;
- B. reserves for maintenance, repair and replacement of Common Elements;
- C. responsibility for maintenance and repairs;
- D. reallocation of interests in the General or Limited Common Elements (except as permitted by Paragraphs 14 and 15 of this Master Deed);
- E. boundaries of any Unit (except as contemplated by Paragraph 4.02 of this Master Deed);
- F. convertibility of Units into Common Elements or vice versa (except as expressly contemplated by this Master Deed);
- G. expansion or contraction of the Condominium, or the addition, annexation or withdrawal of land to or from the Condominium;
- H. insurance or fidelity bonds;

- I. leasing of Units;
- J. imposition of any restrictions upon Unit Owners' right to sell or transfer their Unit;
- K. decision by the Condominium Association to establish self-management rather than professional management;
- L. restoration or repair of the Condominium (after damage, destruction or condemnation) in a manner other than this Master Deed specifies;
- M. action to terminate the legal status of the Condominium as a Condominium after substantial damage or condemnation occurs;
- N. any provisions that expressly benefit Notice Mortgagees; or
- O. assessment allocations, assessment liens or subordination of assessment liens.

The notice given to Notice Mortgagees pursuant to Paragraph 13.01 of this Master Deed with regard to any proposed material amendment as aforesaid must include a copy of the proposed amendment.

13.03. Prior Written Approval of 67% of Notice Mortgagees. The prior written approval of at least 67 percent of the Notice Mortgagees is required before the effectuation of any decision by the Unit Owners to terminate the legal status of the Condominium as a condominium for reasons other than substantial destruction or condemnation.

13.04. Implied Approval of Notice Mortgagees Assumed. In spite of the requirements of prior written approval of Notice Mortgagees required in Paragraphs 13.02 and 13.03 of this Master Deed, provided that the Association serves proper notice on Notice Mortgagees as required by Paragraphs 13.02 and 13.03 and in the manner provided in Paragraph 13.01 of this Master Deed, the Association may assume implied approval of a Notice Mortgagee by its failure to submit a written response to any notice given within 30 days after it receives such notice as provided herein and so long as delivery of the notice is confirmed by a signed certified mail return receipt.

13.05. Additional Notices. Notice Mortgagees are also entitled to timely written notice of:

A. any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the Notice Mortgagee's loan; and no Unit Owner or other party has priority over such Notice Mortgagee with respect to the distribution to such Units of the proceeds of any condemnation award or settlement in the event of condemnation or with respect to the distribution to such Units of any insurance proceeds in the event of casualty loss;

B. any 60 day delinquency in the payment of annual regular Common Expense assessment installments or other Common Expense assessments or charges owed to the Association by the Owner of any Unit for which the Notice Mortgagee holds a Mortgage;

C. a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

D. any proposed action that requires the consent of a specified percentage of Notice Mortgagees.

13.06. No Partition. Units may not be partitioned or subdivided without the prior written approval of a Notice Mortgagee holding a Mortgage on such Unit.

13.07. Common Expense Lien Subordinate. Any lien the Association has on any Condominium Unit for the payment of any assessments, regardless of its nature, is subordinate to the lien or equivalent security interest of any First Mortgage on the Unit recorded prior to the date any such assessment became due. If a mortgagee of a First Mortgage or other purchaser of a Unit obtains title to such Unit as a result of foreclosure of a First Mortgage, such acquirer of title and their successors and assigns, except to the extent permitted by New Jersey or federal law, is not liable to the Condominium Association for the share of Common Expense or other assessments 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 shares of Common Expense and other assessments are Common Expenses collectible from all of the remaining Unit Owners including such acquirer and their successors and assigns.

13.08. Maintenance and Inspection of Records. The Association must maintain current copies of this Master Deed, the Certificate of Incorporation, the Bylaws, the Association Rules and Regulations, and any respective amendments or supplements to them; as well as its own books, records and financial statements. They must be reasonably available for inspection by Unit Owners and Permitted Mortgage Holders. Any Permitted Mortgage Holder must, upon prior written request (a) be permitted to inspect the documents, books and records of the Association during normal business hours, and (b) receive an annual audited financial statement of the Association within 90 days following the end of any Association fiscal year.

13.09. Notice of Meetings. Any Notice Mortgagee must receive written notice of all Association meetings and is permitted to have its representative attend all such meetings.

13.10. Liability for Common Expense Assessments. Any Mortgage Holder that obtains title to a Unit as a result of foreclosure of a mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser in a foreclosure sale, or their respective successors and assigns, is not liable to the Condominium Association for the share of Common Expense or other assessments pertaining to such Unit or chargeable to the former Unit Owners which became due prior to acquisition of title, except to the extent permitted by New Jersey or federal law. Such unpaid share of Common Expense and other assessments are Common Expenses collectible from all of the remaining Unit Owners including such acquirer and their successors and assigns.

13.11. Management Agreements. Any Condominium management agreement entered into by or on behalf of the Association must be terminable by the Association, with or without cause, upon 30 days prior written notice thereof. The term of any such agreement shall not exceed 1 year.

13.12. Common Expense Default. In spite of the absence of any express provision to such effect in any Mortgage instrument, in the event that there is any default in the payment of any installment of any Common Expense assessment, regular or otherwise, for a Unit, any Mortgage Holder holding a Permitted Mortgage which encumbers such Unit is entitled to declare such Mortgage in default in the same way that is permitted by such Mortgage with respect to any default in the payment of real estate taxes. This is only to the extent permissible under the loan documents executed by the Unit Owner encumbering the Unit.

PARAGRAPH 14

DEVELOPER'S RIGHTS AND OBLIGATIONS

14.00. Developer's Reservation of Amendment Rights/Power of Attorney. The Developer reserves for itself and its Affiliates, for a period of 10 years from the date the first Unit is conveyed to an individual purchaser or until the closing of title of not less than sixty (60) Units, whichever event occurs first: the right to execute on behalf of all contract purchasers, Unit Owners, Institutional Lenders, Permitted Mortgagees, eligible insurers or guarantors, other lien holders or parties claiming a legal or equitable interest in the Condominium or Units, any such agreements, documents, amendments or supplements to the Master Deed and Bylaws which may

be required to effectuate the changes enumerated below. However no agreement, document, amendment or supplement can effect a material physical modification to or adversely affect the value of a Unit or the priority or validity of any Mortgage on any Unit or financial obligations of the Unit Owners without the prior written consent of its Mortgagees and Unit Owners or reserve additional privileges to himself by an exercise of this Power of Attorney.

As a requirement to being the transferee or recipient of any interest in the Condominium or a Unit, every transferee must execute the deed by which title or interest is conveyed to such transferee. Each deed must explicitly set forth and provide (and if it does not do so such deed is deemed to have implicitly provided) that the transferee does irrevocably name, constitute, appoint and confirm Developer as Attorney-in-Fact for such transferee for the purposes set forth in this Paragraph of the Master Deed. Furthermore, by acceptance of any Unit deed or by the acceptance of any other legal or equitable interest in the Condominium or any Unit, each and every contract purchaser, Unit Owner or occupant, and the holder of any mortgage or other lien does automatically and irrevocably name, constitute, appoint and confirm Developer as Attorney-in-Fact for the purpose of executing such amended Master Deed and other instruments necessary to effect the foregoing.

This Power-of-Attorney is declared and acknowledged to be coupled with an interest in the subject matter hereof that runs with the title to any Unit and is binding upon the heirs, personal representatives, successors and assigns of any of the foregoing parties. Further, said Power-of-Attorney is not affected by the death or disability of any principal and is intended to deliver all rights, title and interest of the principal in and to said power.

Developer may use the rights set forth and granted in this Paragraph 14 to effectuate the following changes, enumerated by way of description and not limitation.

14.01. Changes to Buildings and Units. Before the closing of title on any Unit in any Building affected, the Developer may amend and supplement the Master Deed to alter or fix the location, configuration, shape and size of any Building, and the size, shape, number and configuration of any Unit, including the floor plan of any Unit, in any Building.

14.02. Easements. To grant, add to or alter the location, size or purpose of easements and lands for utilities, roads, access, ingress or egress, drainage or financing purposes; or to convey or assign such easements to the appropriate governmental authority, utility agency or company, title insurance company or as otherwise set forth in this Master Deed.

14.03. Use of Easements. To permit the Developer, its agents, Affiliates, employees or subcontractors to utilize easements, roads, drainage facilities, utility lines and the like within or servicing the Condominium.

14.04. Surrender of Developer's Rights. To surrender or modify the Developer's rights in favor of the Unit Owners or Association, or their respective mortgagees.

14.05. Technical Changes. To correct, supplement or provide technical changes to the Master Deed, Bylaws or other documents that create or implement the creation of the Condominium or Association.

14.06. Miscellaneous Changes. To amend the Master Deed, Bylaws or other documents that create or implement the creation of the Condominium or the Association to qualify the Property for programs and requirements of the secondary mortgage market and lenders in same, such as the Federal National Mortgage Association, Federal Unit Loan Mortgage Corporation or any other similar secondary mortgage lender; or as required by governmental or quasi-governmental agencies with regulatory jurisdiction over the Condominium; by any title insurance company insuring title to a Unit; or to comply with a court order or decree.

14.07. Changes Prohibited. The Developer is not permitted to cast votes held by it for unsold

lots, parcels, Units (finished and unfinished) or interests for the purpose of amending the Master Deed, Bylaws or any other document to change the permitted use of a lot, parcel, Unit or interest, or for the purpose of reducing the Common Elements or facilities dedicated to the Condominium for electing Unit Owner Trustees. However, Developer is permitted to cast its votes on all other matters as permitted by law.

14.08. Effective Date of Amendment. Any Amendment or Supplement to the Master Deed is effective on its being recorded in the office of the Recording Officer. The party recording same (the Developer or the Association) will thereafter provide copies to the Association, each Owner and each Eligible Mortgage Holders, as applicable.

PARAGRAPH 15

SPECIAL DEVELOPER RIGHTS AND OBLIGATIONS

15.01. Ratification, Confirmation and Approval of Agreements. While Developer designated Trustees serve on the Board, all contracts the Association enters into must be in compliance with the New Jersey Condominium Act (N.J.S.A. 46:8B-1, et. seq.). The fact that some or all of the Association and the Developer's officers, Trustees, Members or employees may be identical and the fact that the Developer or its Board designees or Affiliates have entered or may hereafter enter into contracts with the Association or with third parties, does not invalidate those contracts. The Association and Members must abide by, honor and comply with the terms and conditions thereof. The purchase of a Unit and the acceptance of the deed therefore by any person constitutes ratification, confirmation and approval by such purchaser, its heirs, legal representatives, successors and assigns of the propriety and legality of said contracts or other agreements authorized and permitted by the New Jersey Condominium Act, this Master Deed, the Certificate of Incorporation or the Bylaws.

15.02. Rights Reserved to Developer. Despite anything to the contrary herein or in the Certificate of Incorporation or Bylaws, the Developer hereby reserves the following rights for itself, its successors and assigns:

A. the right, for so long as it owns one or more Units in the Condominium, to sell, lease, mortgage or sublease any unsold Units;

B. Developer reserves the right to seek amendment to or modification of present and future development approvals and permits from applicable governmental authorities. The construction of the Property, including the type, character, design, quantity, etc. of site improvements, Units, Buildings and other improvements is in the sole and absolute discretion of the Developer subject only to the approval of and regulation by all governmental authorities with jurisdiction over such improvements.

By acceptance of a deed to any Unit or by the acceptance of any other legal or equitable interest in the Condominium, each contract purchaser, Unit Owner, mortgagee or other lienholder or party having a legal or equitable interest in the Condominium does automatically and irrevocably name, constitute, appoint and confirm the Developer, its successors and assigns, as Attorney-In-Fact for the purpose of executing Amendments and Supplements to this Master Deed and any other instruments necessary to effect the rights reserved to the Developer. This Power-of-Attorney is declared and acknowledged to be coupled with an interest in the subject matter hereof and runs with title to any and all Units and is binding upon the heirs, personal representatives, successors and assigns of any of the foregoing parties. The Power-of-Attorney is not affected by the death or disability of any principal and is intended to deliver all rights, title and interest of the principal in and to said power.

15.03. Transfer of Special Developer Rights. Special rights created or reserved to the Developer under this Master Deed ("Special Developer Rights") may only be transferred by an

instrument evidencing the transfer recorded in the office of the Recording Officer. The instrument is not effective unless executed by the transferee.

15.04. Liability of Transferor. Upon transfer of any such Special Developer Right, the liability of the transferor is as follows:

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

(B) If a transferor retains any Special Developer Right, or if a successor to any Special Developer Right is an Affiliate of the Developer, the transferor is liable for all obligations and liabilities imposed on the Developer or by the Master Deed arising after the transfer and is jointly and severally liable with the Developer's successor for the liabilities and obligations of the successor which relate to the Condominium.

(C) A transferor who does not retain any Special Developer Rights has no liability for any act or omission or any breach of a contract, warranty or other obligation arising from the exercise of any Special Developer Right by a successor developer who is not an Affiliate of the transferor.

15.05. Transfer of Rights Requested. Unless otherwise provided in a mortgage, release or other 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 Developer; a person or entity acquiring title to all the Units being foreclosed or sold, but only upon its request, succeeds to all Special Developer Rights or only to any such Special Developer Rights to maintain models, sales and other offices and signs. The judgment or instrument conveying title must provide for transfer of only the Special Developer Rights requested by the transferee. If it is silent, all possible Special Developer Rights are so transferred until a subsequent Special Developer Rights document is recorded.

Upon foreclosure, sale by a trustee under a deed of trust or sale under any bankruptcy or receivership proceedings of all Units in the Condominium owned by the Developer: (1) the Developer ceases to have any such Special Developer Rights, and (2) the period of Developer's control of and the right to designate Board members terminates unless the judgment or instrument conveying title provides for transfer of all such Special Developer Rights to the successor developer.

15.06. Liability of Successors. The liabilities and obligations of persons or entities who succeed to all Special Developer Rights are as follows:

(A) A successor to all such Special Developer Rights who is an Affiliate of the Developer is subject to all obligations and liabilities imposed on the Developer by law or by this Master Deed.

(B) A successor to all such Special Developer Rights, other than a successor described in Paragraph 15.06 (C) or (D) who is not an Affiliate of the Developer is subject to all obligations and liabilities imposed on the Developer by law or this Master Deed, but is not subject to liability for misrepresentations or warranty obligations on improvements installed or for a breach of fiduciary obligation by any previous Developer or made before the Condominium was created.

(C) A successor who is not an Affiliate of the Developer who succeeds to only a Special Developer Right to maintain models, sales and other offices and signs may not exercise any other Special Developer Rights. Such a successor is not subject to any liability or obligation as a developer, in general, nor is it subject to any liability or obligation, if any, as a successor to the Developer.

(D) A successor to all Special Developer Rights who is not an Affiliate of the Developer and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to Units under Paragraph 15.05 hereof, may declare its intention in a recorded instrument to hold those rights solely for transfer to another party. Thereafter, until transferring all such Special Developer Rights to any person acquiring title to any Unit owned by the successor or until recording an instrument permitting exercise of all those rights, that successor may not exercise any rights other than the right to control the Board for the duration of any period of time a Developer may control the Board as permitted by law, the Master Deed and the Bylaws. Any attempt to exercise any other Special Developer Rights by the successor is void. So long as a successor Developer does not exercise Special Developer Rights under this Paragraph, it is not subject to any liability or obligation as a developer other than liability for that successor's acts and omissions under this Master Deed.

PARAGRAPH 16

GENERAL PROVISIONS

16.01. Severability of Provisions Hereof. It is the Developer's intent that this Master Deed's provisions are severable so that if any of its provisions, conditions, covenants or restrictions are invalid or void under any applicable law, the remainder is unaffected thereby. If any provision, condition, covenant or restriction, is at the time of recording of this Master Deed, void, voidable or unenforceable as being contrary to any applicable law, the Developer and Unit Owners covenant that any future amendments or repeals to those laws having the effect of removing said invalidity, voidability or unenforceability are deemed to apply retroactively to this Master Deed thereby operating to validate those provisions that otherwise are or might be invalid. Any such amendments or repeals to the said laws have the effect described above as fully as if they had been in effect at the time of the execution of this instrument.

16.02. Amendment of Master Deed - Termination. This Master Deed may be amended at any time by a vote of at least 67 percent (67%) of all Members, at any Association meeting duly held in accordance with the Bylaws; provided, however, that such amendments are subject to Paragraph 13.00 hereof and its subparagraphs; and that any amendment, deed of revocation or other document regarding termination of the condominium form of ownership are governed as set forth below. No amendment is effective until recorded in the office of the Recording Officer. This Paragraph is by way of supplement to and not in derogation of the powers of amendment reserved to Developer pursuant to Paragraph 14 hereof. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the Unit Owners in the manner required for the execution of a Deed, and such amendment is effective when recorded as set forth above.

No Amendments and Supplements are to impair or adversely affect the rights of the Developer or cause the Developer to suffer any financial, legal or other detriment, including but not limited to any direct or indirect interference with the marketing and sale of Units, or the imposing of any capital improvements assessment on the Developer.

Despite the foregoing, the Developer is not permitted to cast any votes held by it for unsold Units for the purpose of amending this Master Deed, the Bylaws or any other document for the purpose of changing the permitted use of a Unit or to reduce the Common Elements or facilities for electing Unit Owner Trustees.

Despite anything to the contrary herein, an Amendment and Supplement, deed of revocation, or other document is effective to terminate the Condominium form of ownership upon the written approval of 80 percent in interest of all non-Developer Unit Owners, and the written approval of the Developer for so long as it holds 1 Unit for sale or lease in the ordinary course of business.

16.03. Provisions of this Master Deed and Exhibits to be a Covenant Running with the

Land. The present title to the Property herein described, the title to each Unit hereafter to be conveyed and the acquisition of title by any person to a Unit means that the acquirer adopts and ratifies and will comply with the provisions of this Master Deed, the Bylaws and Rules and Regulations as well as any lawfully adopted amendments and supplements to them. The covenants, agreements and restrictions set forth herein run with the land and are binding on the Developer (except as conditioned herein), all Unit Owners and the successors and assigns of each, as their interest appear.

16.04. Conflicts. In the event of a conflict between the provisions of this Master Deed and the Bylaws, the provisions of the Master Deed control.

PARAGRAPH 17

CONDOMINIUM RULES AND REGULATIONS

17.01. Authority. The Board is empowered to promulgate, adopt, amend and enforce such Association Rules and Regulations as it, in its sole and absolute discretion, deems necessary and proper to effectuate the provisions of this Master Deed, including, by way of description but not by way of limitation, those deemed necessary and proper to ensure that Unit Owners perform in accordance with those covenants and restrictions imposed upon them and discharge and perform those obligations and duties for which they are responsible.

17.02. Publication. Association Rules and Regulations adopted by the Board subsequent to a Unit Owner's acquisition of title to a Unit are not effective until either: a) they are posted in the office of the Association or on the Property in a bulletin or other type of a board or at another location used for notices to Members, or b) until written notice of the Rules and Regulations is given to the Unit Owner in the manner set forth in Article 3.03 of the Bylaws. Once such notice is given, the Association has no further obligation to publish adopted Rules and Regulations other than to maintain a current compilation of same available for inspection during regular business hours at the Association's principal office. There is a rebuttable presumption that Unit Owners have actual notice of all Association Rules and Regulations adopted as of the date they take title to their Unit. To rebut this presumption, a Unit Owner must establish by clear and convincing, legally competent evidence in any enforcement proceeding that a copy of the Rule or Regulation that the Association is seeking to enforce was not being maintained and available for inspection as aforesaid by not later than the date on which the Unit Owner acquired title to the Unit.

17.03. Enforcement and Fines. Enforcement of the Association's Rules and Regulations, this Master Deed and the Bylaws, to the extent permitted by law, includes the ability to impose and collect fines and other forms of penalties for violations.

IN WITNESS WHEREOF, the Developer has caused this Master Deed to be signed, sealed and delivered by its proper corporate officers and its corporate seal to be affixed this _____ day of _____, 20__.

Witness:

K. HOVNIANIAN AT MIDDLE TOWNSHIP II, L.L.C.,
Developer

Lewis S. Kurland, Assistant Secretary

BY: _____
Barry McCarron, President

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

BE IT REMEMBERED, that on this ____ day of _____, 20__, the subscriber, an Attorney at Law of the State of New Jersey, personally appeared Barry McCarron who, being by me duly sworn upon his oath, deposes and makes proof to my satisfaction, that he is the President of K. Hovnanian at Middle Township II, L.L.C., the limited liability company named in the within instrument; that the execution, as well as the making of this instrument, has been duly authorized by said limited liability company; and that said instrument was signed and delivered by him as and for the voluntary act and deed of said limited liability company.

Sworn and subscribed to before
me the date aforesaid.

Notary Public
My Commission Expires on _____.

EXHIBIT 1-A



adams, rehmann & heggan
associates inc.

reply to
hammorton

METES AND BOUNDS DESCRIPTION
BLOCK 312.01 LOT 4
TOWNSHIP OF MIDDLE, COUNTY OF CAPE MAY
STATE OF NEW JERSEY

ALL THAT CERTAIN TRACT or parcel of land situate in the Township of Middle, County of Cape May, and State of New Jersey as shown on a plan entitled "Outbounds & Topographic Survey of Block 312.01 Lot 4", prepared by Adams, Rehmann, & Heggan Associates, Inc.; dated 1st March 2004, revised to 30th March 2006; and being more particularly described as follows:

BEGINNING at a point in the southeasterly line of Bayberry Drive, (60.00 feet wide), as dedicated by Deed Book 1278 page 610, Tract 2, where the northeasterly line of "Map of Court View", filed Map # 542, intersects the same, said line of "Court View" also being the 14th course in Deed Book 1366 page 946, Tract 1, as shown on said plat, and runs; thence

1. Along said line of Bayberry Drive, North 60 degrees 01 minutes 31 seconds East, a distance of 62.34 feet to a point of curvature in same; thence
2. Along the curved southeasterly line of Bayberry Drive, curving to the left with a radius of 1072.14 feet, subtending an arc of 22 degrees 00 minutes 00 seconds, an arc distance of 411.67 feet to a point of tangency in same; thence
3. Along the southeasterly line of Bayberry Drive, North 38 degrees 01 minutes 31 seconds East, a distance of 15.62 feet to where the 3rd course in Deed Book 1366 page 946, Tract 1 intersects the same, said 3rd course also being the line of Lands formerly Dr. John Wiley; thence
4. Along said 3rd course and the 4th course in said deed and Lands of Wiley, South 66 degrees 55 minutes 29 seconds East, a distance of 1655.85 feet to an angle in an old line ditch; thence
5. Along the centerline of an old line ditch, South 82 degrees 06 minutes 29 seconds East, a distance of 601 feet more or less to a gut (small stream); thence

850 south white horse pike, po box 579, hammorton, nj 08037-2019
2312 whitehorse mercerville road, suite 205, hamilton, nj 08619-1953

609-561-0482
609-587-3433

fax 609-567-8909
fax 609-587-5405

6. Along said gut and down the creek the several course and distances thereof, a general southeastwardly, southerly, and southwestwardly direction, and then along the various courses of Hetty's Creek, a general southwestwardly direction, a total distance of 6119 feet more or less to the terminus of the 6th course in Deed Book 1366 page 946, Tract 1; thence
7. Along the 7th course in said deed, North 58 degrees 32 minutes 42 seconds West, a distance of 2679 feet more or less to an angle in an old line ditch, said point also being a corner to Lands formerly Jeremiah Hand; thence
8. Along said Hand's line, North 71 degrees 30 minutes 13 seconds West, a distance of 554.50 feet to the centerline of a gut (small stream); thence
9. Along said gut, North 27 degrees 00 minutes 21 seconds East, a distance of 50.51 feet to the centerline of an old line ditch; thence
10. Along the centerline of said old line ditch, the straight line course being North 45 degrees 45 minutes 13 seconds West, a distance of 224.40 feet to an angle in said line ditch; thence
11. Still along said old line ditch, the straight line course being South 75 degrees 14 minutes 47 seconds West, a distance of 66.00 feet to an angle in said line ditch; thence
12. Still along said line ditch, the straight line course being North 63 degrees 45 minutes 13 seconds West, a distance of 264.00 feet to an angle in said line ditch; thence
13. Still along said line ditch, the straight line course being South 33 degrees 14 minutes 47 seconds West, a distance of 151.86 feet to the end of said ditch and in the 8th course in Deed Book 1496 page 270; thence
14. Along said 8th course, North 71 degrees 30 minutes 13 seconds West, a distance of 273.65 feet to the 9th course in said deed; thence
15. Along said 9th course, North 69 degrees 59 minutes 20 seconds West, a distance of 188.70 feet to the easterly corner of "Map of Court View", being the southeasterly line of Bonnell Road (50 feet wide), and also being the 14th course in Deed Book 1366 page 946, Tract 1; thence
16. Along the northeasterly line of "Court View" and the 14th course in said deed, North 62 degrees 48 minutes 06 seconds West, a distance of 1074.02 feet to the

southeasterly line of Bayberry Drive and point and place of **BEGINNING**.

Subject to and to benefit from the items outlined in Schedule B Section II as contained in Commitment No. XE 001209 by Chicago Title Insurance Company, Eastern Title Agency, Inc., agent; dated January 12, 2004.

Containing 67 +/- acres..

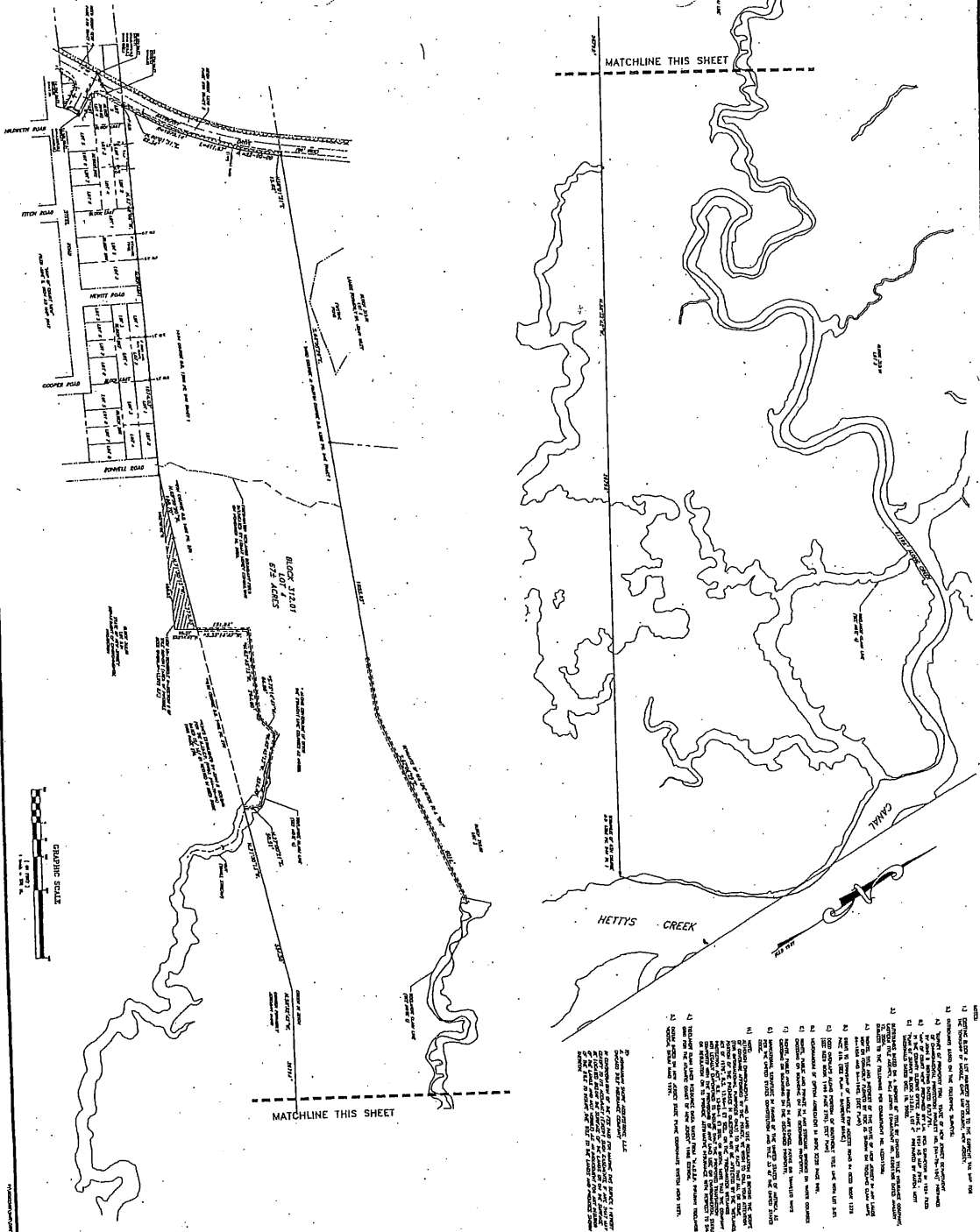
Date: March 29, 2006



Ed Clay, P.L.S.
N.J. License # 34842

SAFILEROOM\8082586\SUR\Legals\Bik312.01L4Outbnd.doc

EXHIBIT 1-B



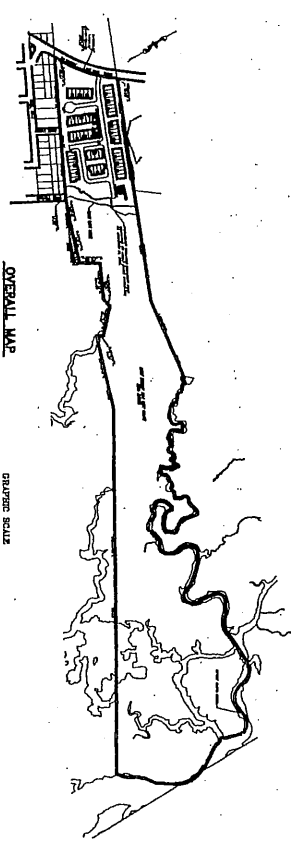
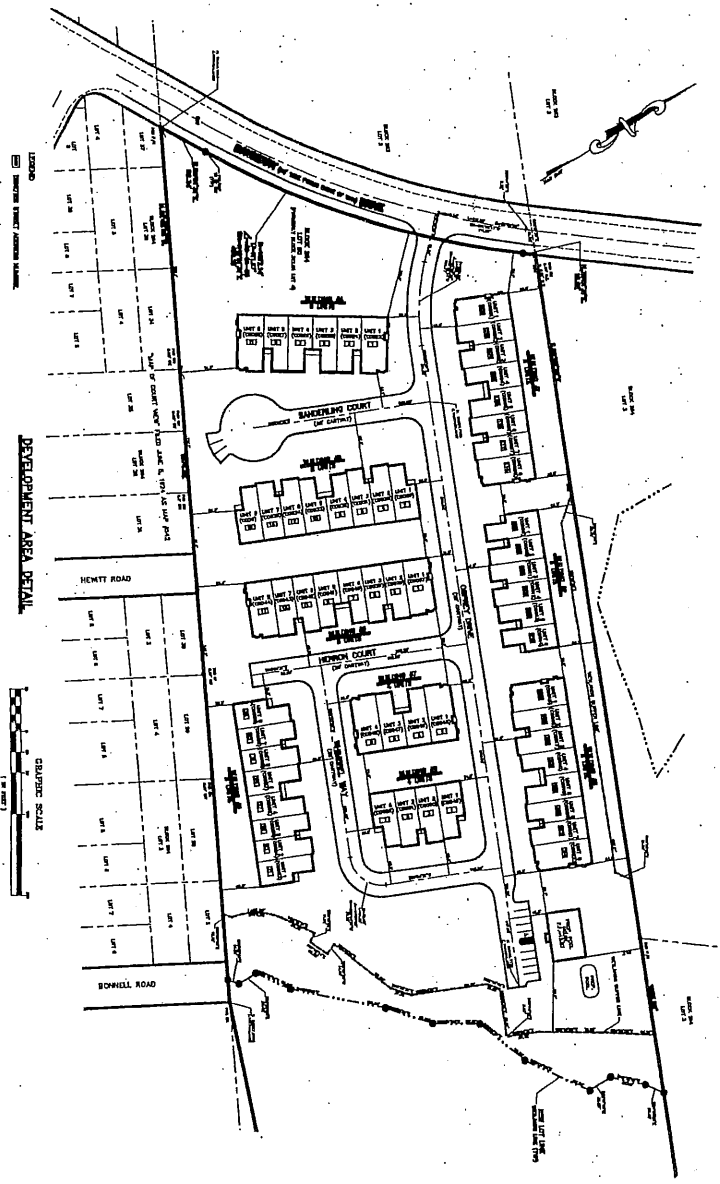
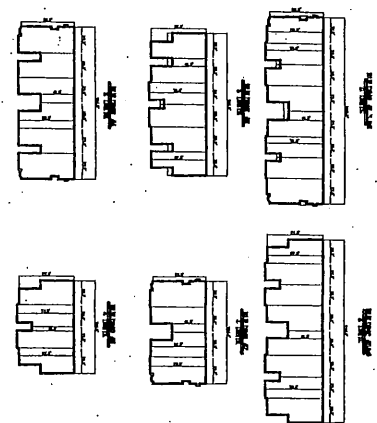
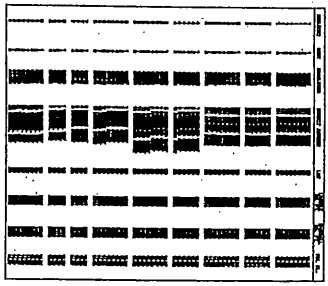
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19. THE SURVEY WAS MADE BY THE SURVEYOR ON THE 15th DAY OF APRIL, 1981.
20. THE SURVEY WAS MADE BY THE SURVEYOR ON THE 15th DAY OF APRIL, 1981.

DATE: 3/7/81	SCALE: 1"=100'	PROJECT: BLOCK 312.01 LOT 4	OWNER: STATE OF NEW JERSEY
SURVEYOR: RICHARD A. HEDMAN		ADAMS, REHMANN & HEGGAN	
REGISTERED PROFESSIONAL SURVEYOR		REGISTERED PROFESSIONAL ENGINEERS	
NO. OF SHEETS: 100		SHEET NO.: 100	

EXHIBIT 1-C

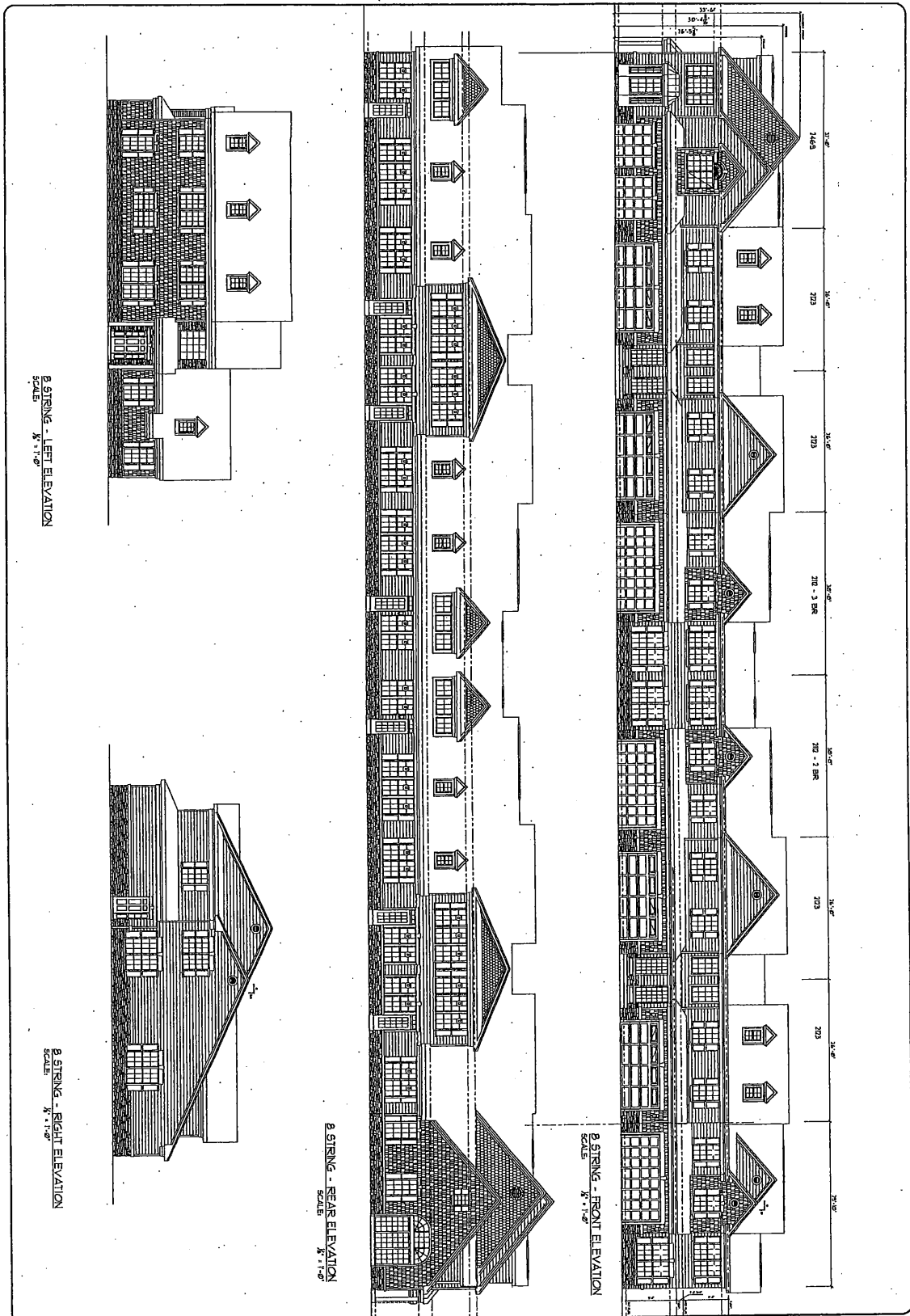
DEVELOPER'S & OWNER'S SUBMITTAL TO THE BOARD OF ZONING ADJUSTMENTS
 FOR THE PROPOSED CONVERSION OF THE EXISTING BUILDING TO A
 RESIDENTIAL USE, TO BE KNOWN AS "FOUR SEASONS @ STONE HARBOR"
 BLOCK 284 LOT 60
 PREPARED BY: [Signature]
 DATE: [Date]

- 1) THE GENERAL LAYOUT OF THE PROPOSED DEVELOPMENT.
- 2) THE LAYOUT OF THE PROPOSED BUILDING.
- 3) THE LAYOUT OF THE PROPOSED DRIVEWAYS AND PARKING AREAS.
- 4) THE LAYOUT OF THE PROPOSED LANDSCAPING AND OPEN SPACE AREAS.
- 5) THE LAYOUT OF THE PROPOSED UTILITIES AND SERVICES.
- 6) THE LAYOUT OF THE PROPOSED FENCES AND WALLS.
- 7) THE LAYOUT OF THE PROPOSED SIGNAGE.
- 8) THE LAYOUT OF THE PROPOSED LIGHTING.
- 9) THE LAYOUT OF THE PROPOSED SECURITY SYSTEMS.
- 10) THE LAYOUT OF THE PROPOSED SAFETY FEATURES.
- 11) THE LAYOUT OF THE PROPOSED ACCESSIBLE FEATURES.
- 12) THE LAYOUT OF THE PROPOSED ENERGY EFFICIENT FEATURES.
- 13) THE LAYOUT OF THE PROPOSED SUSTAINABLE FEATURES.
- 14) THE LAYOUT OF THE PROPOSED GREEN FEATURES.
- 15) THE LAYOUT OF THE PROPOSED WATER EFFICIENT FEATURES.
- 16) THE LAYOUT OF THE PROPOSED AIR QUALITY IMPROVEMENT FEATURES.
- 17) THE LAYOUT OF THE PROPOSED NOISE ABATEMENT FEATURES.
- 18) THE LAYOUT OF THE PROPOSED VIBRATION ABATEMENT FEATURES.
- 19) THE LAYOUT OF THE PROPOSED CLIMATE RESILIENCE FEATURES.
- 20) THE LAYOUT OF THE PROPOSED SOCIAL RESILIENCE FEATURES.
- 21) THE LAYOUT OF THE PROPOSED ECONOMIC RESILIENCE FEATURES.
- 22) THE LAYOUT OF THE PROPOSED CULTURAL RESILIENCE FEATURES.
- 23) THE LAYOUT OF THE PROPOSED COMMUNITY RESILIENCE FEATURES.
- 24) THE LAYOUT OF THE PROPOSED ENVIRONMENTAL RESILIENCE FEATURES.
- 25) THE LAYOUT OF THE PROPOSED HEALTH RESILIENCE FEATURES.
- 26) THE LAYOUT OF THE PROPOSED WELL-BEING RESILIENCE FEATURES.
- 27) THE LAYOUT OF THE PROPOSED EQUITY RESILIENCE FEATURES.
- 28) THE LAYOUT OF THE PROPOSED JUSTICE RESILIENCE FEATURES.
- 29) THE LAYOUT OF THE PROPOSED INCLUSION RESILIENCE FEATURES.
- 30) THE LAYOUT OF THE PROPOSED PARTICIPATION RESILIENCE FEATURES.
- 31) THE LAYOUT OF THE PROPOSED TRANSPARENCY RESILIENCE FEATURES.
- 32) THE LAYOUT OF THE PROPOSED ACCOUNTABILITY RESILIENCE FEATURES.
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- 36) THE LAYOUT OF THE PROPOSED HONESTY RESILIENCE FEATURES.
- 37) THE LAYOUT OF THE PROPOSED FAIRNESS RESILIENCE FEATURES.
- 38) THE LAYOUT OF THE PROPOSED RESPECT RESILIENCE FEATURES.
- 39) THE LAYOUT OF THE PROPOSED KINDNESS RESILIENCE FEATURES.
- 40) THE LAYOUT OF THE PROPOSED EMPATHY RESILIENCE FEATURES.
- 41) THE LAYOUT OF THE PROPOSED COMPASSION RESILIENCE FEATURES.
- 42) THE LAYOUT OF THE PROPOSED GENTLENESS RESILIENCE FEATURES.
- 43) THE LAYOUT OF THE PROPOSED MILDNESS RESILIENCE FEATURES.
- 44) THE LAYOUT OF THE PROPOSED PATIENCE RESILIENCE FEATURES.
- 45) THE LAYOUT OF THE PROPOSED SELF-CONTROL RESILIENCE FEATURES.
- 46) THE LAYOUT OF THE PROPOSED TEMPERANCE RESILIENCE FEATURES.
- 47) THE LAYOUT OF THE PROPOSED MODERATION RESILIENCE FEATURES.
- 48) THE LAYOUT OF THE PROPOSED RESTRAINT RESILIENCE FEATURES.
- 49) THE LAYOUT OF THE PROPOSED SELF-DISCIPLINE RESILIENCE FEATURES.
- 50) THE LAYOUT OF THE PROPOSED ORDER RESILIENCE FEATURES.
- 51) THE LAYOUT OF THE PROPOSED CLEANLINESS RESILIENCE FEATURES.
- 52) THE LAYOUT OF THE PROPOSED NEATNESS RESILIENCE FEATURES.
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- 56) THE LAYOUT OF THE PROPOSED PRODUCTIVITY RESILIENCE FEATURES.
- 57) THE LAYOUT OF THE PROPOSED PROFICIENCY RESILIENCE FEATURES.
- 58) THE LAYOUT OF THE PROPOSED SKILL RESILIENCE FEATURES.
- 59) THE LAYOUT OF THE PROPOSED KNOWLEDGE RESILIENCE FEATURES.
- 60) THE LAYOUT OF THE PROPOSED WISDOM RESILIENCE FEATURES.
- 61) THE LAYOUT OF THE PROPOSED UNDERSTANDING RESILIENCE FEATURES.
- 62) THE LAYOUT OF THE PROPOSED CLARITY RESILIENCE FEATURES.
- 63) THE LAYOUT OF THE PROPOSED明瞭 RESILIENCE FEATURES.
- 64) THE LAYOUT OF THE PROPOSED明辨 RESILIENCE FEATURES.
- 65) THE LAYOUT OF THE PROPOSED明察 RESILIENCE FEATURES.
- 66) THE LAYOUT OF THE PROPOSED明達 RESILIENCE FEATURES.
- 67) THE LAYOUT OF THE PROPOSED明通 RESILIENCE FEATURES.
- 68) THE LAYOUT OF THE PROPOSED明曉 RESILIENCE FEATURES.
- 69) THE LAYOUT OF THE PROPOSED明瞭 RESILIENCE FEATURES.
- 70) THE LAYOUT OF THE PROPOSED明瞭 RESILIENCE FEATURES.



1/1/2024 AS SHOWN SHEET OF 10	DEVELOPMENT PLAN BY FOUR SEASONS @ STONE HARBOR BLOCK 3264 LOT 60	BLOCK 284 LOT 60		
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EXHIBIT 1-D



A-3

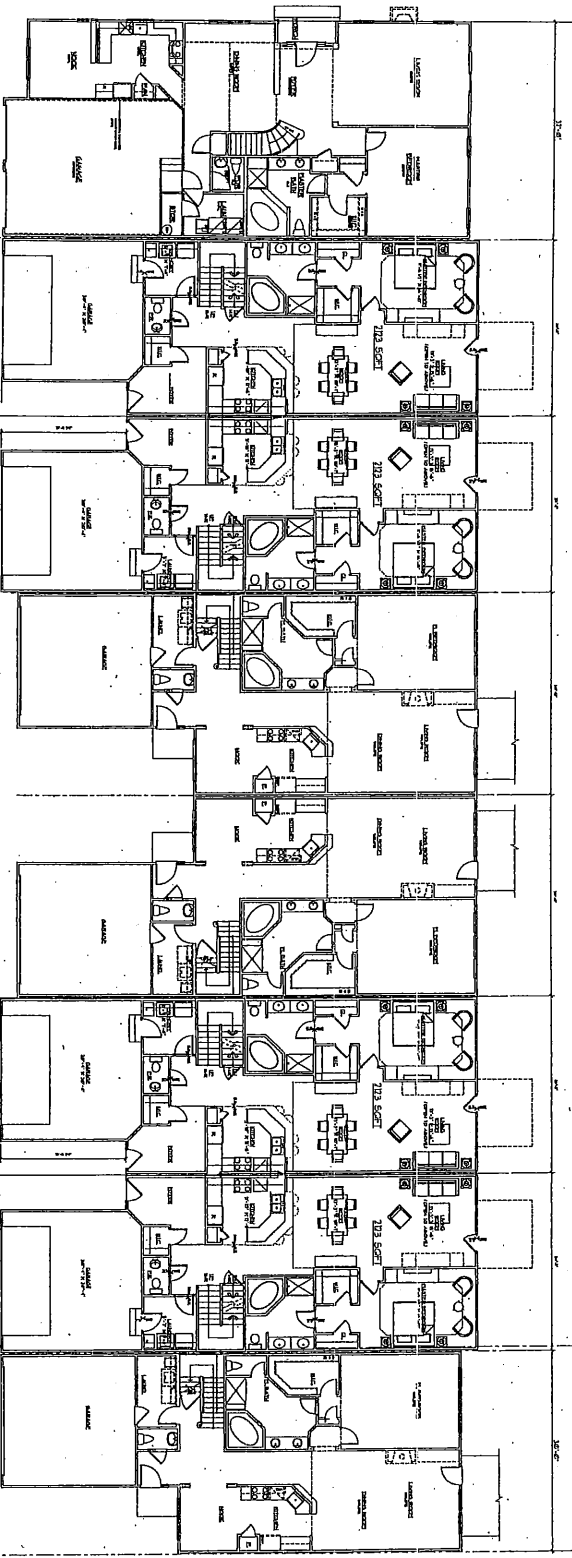
KJ Hovnanian
Corporation
110 FELDCREST AVENUE
EDISON, NJ 08818 (732) 223-4001

FOUR SEASONS @ STONE HARBOR
PEOPLE TOWNHOMES, NEW JERSEY

ARCHITECT:
MARK TOCONITA
NJ A# 021551
120 T-1-1
135 BARTAN CENTER PARKWAY
EDISON, NJ 08818



8. STRINGS - FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"



A-1

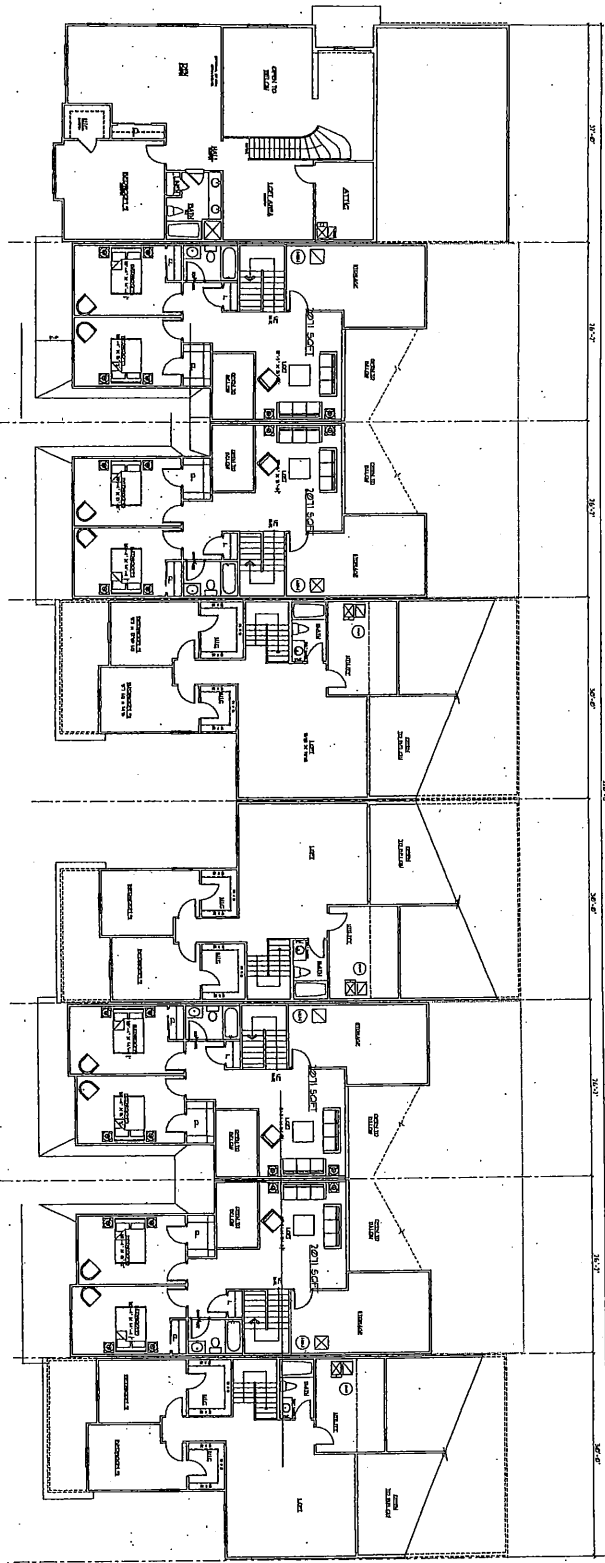
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 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 PROJECT: [Project Name]

KIlovnanian
 Corporates
 110 FIELDCREST AVENUE
 EDISON, NJ 08818 (732) 225-4001

FOUR SEASONS @ STONE HARBOR
MARK & TOMMY W. HILL ARCHITECT

ARCHITECT:
MARK TOCONITA
 NJ A1 07151
 NY 10511-1
 135 RARITAN CENTER PARKWAY
 EDISON, NJ 08818

B STEINS - SECOND FLOOR PLAN
SCALE 1/8" = 1'-0"



A-2

KHovnanian
Corporation
110 FIELDCREST AVENUE
EDISON, NJ 08818 (732) 225-4001

FOUR SEASONS @ STONE HARBOR
PISCATAWAY TOWNSHIP, NEW JERSEY

ARCHITECT:
MARK TOCONITA
NJ AJ 01951
NY 10611-1
135 RARITAN CENTER PARKWAY
EDISON, NJ 08818