MASTER DEED

FOR

FOUR SEASONS AT BRIDGEWATER CONDOMINIUM

DATED: November 4 , 2003

PREPARED BY: ______________________
BERNADETTE FALLOWS DAVIDSON, ESQ.

RECORD AND RETURN TO:

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F	Certificate of Incorporation
G	Form of Unit Deed
H	Landscape Management Specifications
I	Compliance Affidavit

MASTER DEED AND MASTER DEED OF RESTRICTIVE AND PROTECTIVE COVENANTS, EASEMENTS, CHARGES & LIENS

THIS MASTER DEED, made this _____day of __________, 2003, by K. HOVNANIAN AT BRIDGEWATER I, LLC., a New Jersey limited liability company, having an office at 110 Fieldcrest Avenue, CN - 7825, Edison, New Jersey 08818-7825 (hereinafter referred to as the "Sponsor").

WHEREAS, Sponsor is the owner of the fee simple title to those lands and premises in Bridgewater Township, Somerset County, New Jersey, more particularly described in Exhibit "A" attached hereto and made a part hereof, which lands consist of an area of approximately 13.3113± acres in the aggregate, hereinafter referred to as the "Property"; and

WHEREAS, the Property includes or is planned to include four (4) residential Buildings in which are located or are intended to be located a total of one-hundred sixty two (154) age-restricted (over 62) dwelling units ("Units") together with certain other improvements more particularly shown on that certain Survey and Site Plan, dated 11/20/01, revised through 2/28/02, prepared by Schoor DePalma attached hereto and made a part hereof as "Exhibit B" and on certain architectural drawings prepared by _______, dated ______ attached hereto and made a part hereof as Exhibits C-1 through C-6, to be known as Four Seasons at Bridgewater Condominium (hereinafter the "Condominium"); and

WHEREAS, the Sponsor desires to submit the Property to the provisions of the New Jersey Condominium Act (N.J.S.A. 46:8b-1 *et seq.*); and

WHEREAS, Four Seasons at Bridgewater Condominium Association, Inc., a New Jersey non-profit corporation (the "Association") has been or is about to be established as the condominium association to have the responsibility for the administration, operation and management of the Condominium and the recreation facilities and other improvements intended for the common use and enjoyment of the residents of the Condominium; and

WHEREAS, all Owners of Units in the Condominium will automatically be members of the Association, and subject to this Master Deed, the Certificate of Incorporation and Bylaws of the Association (the "Condominium Documents");

THEREFORE, WITNESSETH:

ESTABLISHMENT OF THE CONDOMINIUM. The Sponsor hereby submits the Property owned by it in the Township of Bridgewater, County of Somerset and State of New Jersey, and more particularly described in Exhibit "A" annexed hereto to the provisions of the Condominium Act of the State of New Jersey (N.J.S.A. 46:8B-1 et seq.) (hereinafter referred to as the "Act" or the "Condominium Act"). The Property shall be known as "The Four Seasons at Bridgewater Condominium" (hereinafter sometimes referred to as the "Condominium"). Said Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I
RECORDATION OF MASTER DEED

1. RECORDATION OF MASTER DEED. Upon the recording of this Master Deed and the establishment of the Condominium, the Sponsor shall be the owner of every Unit, whether built or unbuilt, and its appurtenant percentage interest in the Common Elements, and shall have the right to sell and convey, lease or otherwise dispose of each such Unit as it may deem appropriate in its sole discretion.

ARTICLE II
DEFINITIONS

1. DEFINITIONS. The following words and terms, when used in this Master Deed, the Certificate of Incorporation, or the Bylaws, shall have the following meanings unless the context in which same are utilized clearly indicates otherwise. All definitions set forth in N.J.S.A. 46:8B-3 are incorporated herein by reference and the definitions set forth herein shall be used in conjunction therewith, unless the context clearly indicates to the contrary.

a. "Affiliate" of a Sponsor means any entity which controls, is controlled by, or is under common control with the Sponsor. An entity "controls" a Sponsor if the entity (i) is a general partner, officer, member, director, or employer of the Sponsor, (ii) directly or indirectly or acting in concert with one or more other entities, or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing more than twenty (20%) percent of the voting interest in the Sponsor, (iii) controls in any manner the election of a majority of the directors of the Sponsor, or (iv) has contributed more than twenty (20%) percent of the capital of the Sponsor. An entity "is controlled by" the Sponsor if the Sponsor (i) is a general partner, officer, member, director, or employer of the entity, (ii) directly or indirectly or acting in concert with one or more other entities, of through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing more than twenty (20%) percent of the voting interest in the entity, (iii) controls in any manner the election of a majority of the directors of the entity, or (iv) has contributed more than twenty (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.

b. "Annual Common Expense Assessment" shall mean and refer to those assessments imposed upon the Unit Owner(s) as described in Article V Section 1 of this Master Deed.

c. "Association shall mean Four Seasons at Bridgewater Condominium Association, Inc., a New Jersey non-profit corporation, formed to administer, manage and operate the common affairs of the Unit Owners of the Condominium and to maintain, repair and replace the General and Limited Common Elements of the Condominium as provided in this Master Deed and the Bylaws.

d. "Board" shall mean the Board of Trustees of the Association and any reference in the Condominium Documents to any power, duty, right of approval or any other right of the Association shall be deemed to refer to the Board and not the Membership of the Association, unless the context expressly indicates to the contrary. In any reference herein to any power or duty, right of approval or any other right which may be delegated. "Board" shall mean the entity to which such power or duty, right of approval or any other right has been delegated.

e. "Building" shall mean all the enclosed structures containing Units and structural improvements appurtenant thereto which are located on the lands described in Exhibit "A" and shown on Exhibits "B and "C-1" through "C-6," respectively.

f. "Bylaws" shall mean the Bylaws of the Association, a copy of which document is attached hereto and made a part hereof as Exhibit "E," together with all future amendments or supplements thereto.

g. "Capital Improvement Assessment" shall mean and refer to those assessments imposed upon the Unit Owner(s) as described in Section of this Master Deed.

h. "Certificate of Incorporation" shall mean the Certificate of Incorporation of the Association, a copy of which is attached hereto and made a part hereof as Exhibit "F," together with all future amendments or supplements thereto.

i. "Common Elements" shall mean "General Common Elements", "Limited Common Elements" and "Reserved Common Elements."

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

k. "Condominium" shall mean (i) all the lands and premises described in Exhibit "A"; (ii) all improvements now or hereinafter constructed in, upon, over or through such lands and premises; (iii) all privileges or appurtenances pertaining or belonging to the land described in Exhibit "A"; and (iv) the entire entity created by the execution and recording of this Master Deed.

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

m. "Condominium Documents" shall mean and refer to this Master Deed and its exhibits, which the Sponsor has recorded or will record in the Office of the Somerset County Clerk, the Association's Certificate of Incorporation, Bylaws and Rules and Regulations.

n. "Eligible Mortgage Holder" shall mean and refer to the holder, insurer or guarantor of a First Mortgage encumbering any Unit which has given written notice to the Association of its desire to have notice of those matters which are the subject of Article XI of this Master Deed. The notice to the Association must state the name of the Mortgage Holder and the address to which notices to be sent to it should be directed and must sufficiently identify the Unit for which the Mortgage Holder holds a First Mortgage. It shall be the obligation of the Eligible Mortgage Holder to keep the Association informed of any change of address to which required notices should be sent.

o. "Emergency Assessment" shall mean and refer to those assessments imposed upon the Unit Owner(s) as described in Article V Section 5 of this Master Deed.

p. "First Mortgage" shall mean or refer to the first Mortgage, the lien of which encumbers a Unit.

q. "General Common Elements" shall have the same meaning as "Common elements" pursuant to N.J.S.A. 46:8B-3d, except as same may be modified by the provisions of Article III hereof.

r. "Handicapped Person" shall mean a person having a physical impairment which is expected to be of long, continued and indefinite duration, substantially impedes his or her ability to live independently, and is of such a nature that such a disability could be ameliorated by more suitable housing conditions.

s. "Institutional Lender" shall mean any bank, mortgage banker, trust company, insurance company, savings and loan association, governmental agency or other financing institution or pension fund, which is the record owner or holder of a first mortgage loan which encumbers any Unit, or any insurer or guarantor thereof.

t. "Lease" shall mean any agreement for the leasing or rental of any Unit in the Condominium.

u. "Limited Common Elements" shall have the same meaning as "limited common elements" pursuant to N.J.S.A. 46:8B-3k, except as same may be modified by the provisions of Article III hereof.

v. "Master Deed" shall mean this Master Deed for The Four Seasons at Bridgewater Condominium, together with all future amendments and supplements thereto which are recorded in the Office of the Clerk of Somerset County.

w. "Member" shall mean all those Unit Owners who are Members of the Association as provided in Article __ of the Certificate of Incorporation.

x. "Member in Good Standing" shall mean and refer to any Member who has, at least thirty (30) days prior to the date fixed for any meeting or other Association action, fully paid all installments due for assessments made or levied against him and his Unit by the Board, together with all interest, costs, attorneys' fees, penalties and other expenses, if any, properly chargeable to him and to his Unit.

y. "Mortgage" shall mean and refer to the duly recorded instrument and underlying obligation giving rise to a mortgage lien upon any Unit.

z. "Mortgage Holder" shall mean and refer to the holder of record of a Mortgage or one who insures or guarantees any Mortgage.

aa. "Owner" or "Unit Owner" shall mean and refer to those persons or entities in whom record fee simple title to any Unit is vested as shown in the records of the Somerset County Clerk, including the Sponsor, unless the context expressly indicates otherwise, but despite any applicable theory of mortgage, shall not mean or refer to any mortgagee or trustee under a deed of trust unless and until such mortgagee or trustee has acquired title to any such Unit pursuant to the foreclosure proceedings or any proceeding in lieu of foreclosure, not shall the term "Unit Owner" refer to any lessee or tenant of a "Unit Owner".

bb. "Permitted Mortgage" shall mean and refer to any Mortgage that is held by an Institutional Lender or which is a purchase money First Mortgage held by the Sponsor or any other seller of a Unit. It shall also mean and include any other Mortgage, the lien of which by the expressed terms of the Mortgage is subordinate to any and all existing or future Common Expense liens imposed by the Association. Any acquisition, construction, permanent or other Mortgage placed by the Sponsor upon all or a portion of the Property including any Unit, shall also be a Permitted Mortgage so long as same is expressly made subordinate to the Condominium Documents and provides a mechanism for securing partial releases for Units and their respective percentage interest in the Common Elements encumbered by same.

cc. "Parcel" shall mean the real estate described in Exhibit A annexed hereto and made a part hereof.

dd. "Property" shall mean the Parcel, including all improvements now or hereafter construction in, upon, over or through the Parcel, including (a) 154 dwelling units constructed within four (4) multi-family buildings, (b) a 3,510 square foot Clubhouse and associated outdoor pool and recreational area, (c) one (1) detention basin, (d) 253 parking spaces (including 14 accessible spaces), of which 231 spaces are located in garages below the buildings and 22 are surface spaces and (e) all rights, roads and appurtenances thereto belonging or appertaining.

ee. "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 Article IV Section 4 hereof.

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

gg. "Special Assessments" shall mean and refer to those assessments imposed upon the Unit Owner(s) as described in Article V Section 6 of this Master Deed.

hh. "Sponsor" shall mean and refer to K. Hovnanian at Bridgewater I, LLC, a New Jersey limited liability company, its successors and assigns, and includes any successor to the Sponsor contemplated by Article X of this Master Deed.

ii. "Unit" shall mean a part of any Building designed and intended for independent use as a private dwelling, consisting of (A) the volumes or cubicles of space (including all space within any storage area as shown on the Unit floor plans annexed hereto as Exhibits C-1 through C-6), enclosed by the unfinished inner surfaces of perimeter and interior walls, ceilings and floors thereof, including vents, the interior side of doors and windows and such other structural elements that ordinarily are regarded as enclosures of space and (B) all interior dividing walls and partitions and (C) the decorated inner surfaces of said perimeter and interior walls (including decorated inner surfaces of all interior load bearing walls), floors and ceilings, consisting of paint, drywall, carpeting, tiles and all other furnishing materials affixed or installed as a part of the physical structure of the Unit and all equipment, appliances, machinery or other systems which serve the Unit exclusively whether or not same are located within or without the Unit. No pipes, wires, conduits or other public utility lines or installations constituting a part of the overall systems designed for the service of any particular Unit or multi-unit building, nor any of the structural members or portion of any kind, including fixtures and appliances within a Unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building, shall be deemed to be a part of any Unit.

ARTICLE III
DESCRIPTION OF UNITS

1. DESCRIPTION OF UNIT: The legal description of each Unit shall consist of the identifying letter, number or symbol of such Unit as shown on the Survey. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying letter, number or symbol as shown on the Survey and every such description shall be deemed good and sufficient for all purposes as provided in the Act. The dimensions, area and location of the Buildings and all of the Units within the Condominium are shown graphically on Exhibits "B" and "C-1" through "C-6". Each Unit is intended to contain all the space within the area bounded by the interior surface of its perimeter walls and its lowermost floor and its uppermost ceiling.

The Sponsor shall, upon the recording of this Master Deed, be the Owner of every Unit within the Condominium, including its appurtenant percentage interest in the Common Elements, and shall have the right to sell and convey, lease, or otherwise dispose of each ownership Unit, as it may deem appropriate in its sole discretion.

2. ITEMS INCLUDED IN UNIT. Each Unit also includes improvements located within the boundaries of the Unit, including but not limited to all appliances; fixtures; doors, door frames and hardware; window frames, panes, hardware and systems; skylights; interior walls and partitions; facing material on the walls and ceilings; the inner decorated surface and/or finished surface of the floors and all improvements which are exclusively appurtenant to a Unit. Such appurtenant improvements include the following, to the extent that they serve an individual Unit only and not any other Unit or any portion of the Common Elements:

a. So much of the common heating, plumbing, ventilating and air conditioning system as extends from the interior surface of the walls, floors, ceilings into the Units; and

b. All electrical wires which extend from the interior surface of the walls, floors, ceilings into the Units and fixtures, switches, outlets and circuit breakers; and

c. All master cable television wiring which extends form the interior surface of the walls, floors or ceilings into the Unit; and

d. Any fireplace, chimney or flue; and

e. All utility meters not owned by the public utility agency supplying the service; and

f. All equipment, appliances, machinery, mechanical or other systems whether or not same are located within or without the Unit including, but not limited to, the heat pumps or HVAC units located on concrete pads upon the Common Elements and window air conditioning units, if any.

ARTICLE IV
COMMON ELEMENTS

1. <u>OWNERSHIP AND USE OF COMMON ELEMENTS</u>: The proportionate undivided interest of each Unit Owner in the Common Elements is set forth in Exhibit D annexed hereto and made a part hereof. Each Unit Owner shall have the right to use the Common Elements in common with all other Unit Owners in accordance with the reasonable purposes for which they are intended. Such rights shall extend to the Unit Owner and the members of the immediate family and guests and other authorized occupants and visitors of the Unit Owner. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act, this Master Deed and the Bylaws and Rules and Regulations of the Association. The Association shall have the authority to lease or rent or grant licenses or concessions with respect to parts of the Common Elements subject to the provisions of this Master Deed and the Bylaws of the Association. The Sponsor reserves the right, for so long as it remains the owner of any of the aforesaid Units, to change the price or value of such Units. However, no change in tire price or value of any of the aforesaid units shall change or otherwise affect the percentage of interest of any of said Units in the Common Elements.

The undivided percentage interests or shares set forth in Exhibit D shall remain fixed.

2. <u>GENERAL COMMON ELEMENTS</u>. All appurtenances and facilities and other items which are not part of the Units described in Article III or part of the Limited Common Elements Described in Section 3 of this Article IV shall comprise the General Common Elements as graphically shown on Exhibits "B" and "C-1" through "C-6" and shall include, but not be limited to; the 3,510 square foot Clubhouse and associated outdoor pool and recreational area; one (1) detention basin and 253 parking spaces; all streets, curbs and sidewalks located on the Property; landscaped areas, shrubbery and plantings; conduits, sewer laterals located under the buildings and other utility lines, sprinklers, if any, and waterways; roof, foundations, footings, columns, girders, beams, supports, exterior or interior bearing or main walls and floors between Units; and exterior lighting and facilities necessary to the upkeep and safety of the Property.

3. <u>LIMITED COMMON ELEMENTS</u>: Any patios or decks or parking spaces appurtenant to a Unit are reserved for the exclusive use of the Unit Owner of said Unit. The maintenance of such Limited Common Elements shall be the responsibility of the Unit Owner. If the Unit Owner fails to properly maintain said Limited Common Elements, the Association may do so on tile Unit Owner's behalf and charge the reasonable expenses thereof to the Unit Owner. Any expense of repair or replacement of such Limited Common Elements (unless necessitated by the negligence, misuse or neglect of the Unit Owner) shall be part of the Common Expenses of the Association.

4. <u>RESERVED COMMON ELEMENTS</u>. 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.

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

ARTICLE V
COMMON EXPENSES

1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Except as otherwise provided herein, each Owner by acceptance of a Deed or other conveyance of a Unit, whether or not it shall be so expressed in any such Deed or other conveyance, shall be deemed to covenant and agree to pay to the Association such sums by way of Annual or Special Assessments or charges as hereinafter more particularly described. Each such assessment, together with such late fees and/or interest thereon and cost of collection thereof, including reasonable attorneys' fees, shall be a continuing lien upon the Unit against which such assessment is made and shall also be the personal obligation of the Owner of such Unit at the time when the assessment fell due. The obligation for delinquent assessments shall pass to the Owner's successors in title, said assessments being a charge against the Unit in favor of the Association. In the case of joint ownership, all co-owners shall be jointly and severally liable. The Association shall issue to every Owner or mortgagee, upon his request, a statement of such amount due. A person other than an Owner may rely upon such statement and his liability shall be limited to the amounts set forth therein. Further, the municipality shall have a continuing lien against each Unit for its pro rata share of all real estate taxes due and payable to the municipality for real estate taxes assessed against the Property. Such lien shall be apportioned equally among all Units and shall be enforceable by the municipality in the manner provided by law with respect to the real estate taxes assessed directly against each Unit. No Unit Owner may waive or otherwise avoid liability for Common Expenses by non-use of the Property. Liens for unpaid Annual Common Expense Assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. Suit to recover a money judgment for unpaid Annual Common Expense Assessments may be maintained without waiving the lien securing same.

2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used for the purpose of maintaining the exterior of the Buildings and to maintain and operate the Common Elements as contemplated by this Master Deed or Bylaws and as required by the Condominium Act.

3. ANNUAL COMMON EXPENSE ASSESSMENTS. The amount of the Annual Common Expense Assessments shall be fixed by the Board of Trustees of the Association on an annual basis in a sum sufficient to meet the Common Expenses. The Annual Common Expense Assessment shall be allocated among Unit Owners in accordance with the percentage interest of each Unit as set forth in Exhibit "D." The amount of the Annual Common Expense Assessments may be changed from time to time by action of the Board of Trustees, as circumstances warrant. In the event the Association shall have a surplus at the end of any fiscal year after the establishment of reasonable reserve items, the Board of Trustees of the Association may apply the surplus to reduce the Annual Common Expense Assessments charged for the ensuing year or years.

If an Annual Common Expense Assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior year's assessment, but only after the Board is controlled by Unit Owners other than Sponsor. Installments of such Annual Common Expense Assessments shall be due upon the same installment payment date as to prior year's installments until a new Annual Common Expense Assessment is made.

4. DATE OF COMMENCEMENT OF ASSESSMENTS; DUE DATES. Annual and Special Assessments provided for herein shall be payable (in advance) in a single lump payment, or at the discretion of the Board of Trustees may be pro-rated for payment by Owners on a monthly basis or on such other basis as determined by the Board. The Annual Common Expense Assessment shall commence as to each Unit on the day of the conveyance of said Unit by Sponsor to the Owner. The first Annual Common Expense Assessment shall be adjusted according to the number of days remaining in the calendar year. Written notice of the Annual Common Expense Assessment shall be sent to every Owner subject thereto. The due dates for payment shall be established by the Board of Trustees.

5. EMERGENCY COMMON EXPENSE ASSESSMENT. In the event the Annual Common Expense Assessment proves to be insufficient for an immediate need emergency, the Board of Trustees of the Association may amend the budget and assessment and impose an Emergency Assessment. The determination of an immediate need or emergency shall be in the sole and absolute discretion of the Board of Trustees of the Association.

6. SPECIAL ASSESSMENTS. In addition to the Annual Common Expense Assessments authorized above, the Board of Trustees of the Association may levy, in any assessment year, a Special Assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or for any other purpose established by the Board. The Special Assessment shall be allocated among Unit Owners in accordance with the percentage interest of each Unit as set forth in Exhibit "D."

7. SPECIAL ASSESSMENTS AND FINES FOR DAMAGES, VIOLATIONS AND FAILURES OF UNIT OWNERS. If any Unit Owner or his guest, tenant, invitee, or occupant or household pet causes damage to the Property which necessitates repair thereto, or fails to maintain anything for which maintenance is his responsibility, if the Association is required to expend monies to remedy any violations of the covenants and restrictions hereinbefore stated or the published Rules and Regulations of the Association, or if an Owner violates this Master Deed, the Bylaws (including the Rules and Regulations promulgated thereunder) or the Certificate of Incorporation, then the Board of Trustees may impose a Special Assessment upon the Unit Owner involved for the cost of performing such repairs or maintenance or for remedying such violations, or fines for violations or continuing violations, including reasonable attorney's fees, as the case may be. Such Special Assessment shall constitute a lien against any Unit owned by such Unit Owner, but such Special Assessment in question shall not be imposed without at least ten (10) days prior written notice to the affected Unit Owner setting forth the alleged basis for the action and the right of the Unit owner to participate in a dispute resolution procedure before a Judiciary Committee which shall be established by the Board of Trustees. The fines shall not exceed the maximum monetary penalty permitted to be imposed for a violation or a continuing violation under N.J.S.A. 55:13A-19.

8. RESERVES. The Board of Trustees shall not be obligated to expend all of the revenues collected in any accounting period, and must maintain reasonable reserves for, among other things, repairs, replacements, emergencies, contingencies of bad weather or uncollected accounts. Notwithstanding anything herein to the contrary, the Board of Trustees in its determination of the Common Expenses and the preparation of a budget shall specifically designate and identify that portion of the Common Expenses which is to be assessed against the Members as a capital contribution and is to be allocated to reserves for each separate item of capital replacement related to said Common Property. The amounts assessed and collected for the reserves shall be kept in one or more interest-bearing accounts or certificates of deposit, and shall not be utilized for any purpose other than that which was contemplated at the time of assessment. The foregoing shall not be construed to mean

that the Board of Trustees shall not be permitted to keep additional cash on hand, in a checking or petty cash account, for the necessary discharge of its functions.

9. EXEMPTION FROM ASSESSMENTS FOR CAPITAL IMPROVEMENTS. Anything to the contrary herein notwithstanding, neither the Sponsor, nor any successor Sponsor, nor any Eligible Mortgage Holder shall be required to pay any assessment for capital improvements, except for those lawfully required by a governmental agency, whether by way of regular or special assessments or otherwise. Further, this provision may not be amended without the written consent of the Sponsor and that of every Eligible Mortgage Holder.

10. COMPUTATION OF ASSESSMENT. Both Annual and Special Assessments shall be computed by dividing the total number of assessable Units into the total assessment calculated pursuant to Sections 3 and 6 of this Article, as the case may be; the quotient thereby arrived at shall be the assessment each Owner of an assessable Unit shall pay pursuant to the terms of this Master Deed. All assessments must be fixed at a uniform rate for all assessable Units.

11. INTEREST AND COUNSEL FEES. The Board of Trustees at its option shall have the right in connection with the collection of any Common Expense assessment (i.e. Annual, Emergency, Special or Damages) or other charge to impose a late charge of any reasonable amount and interest not to exceed the maximum rate permitted by law for delinquent real estate taxes or both, and if the Annual Common Expense Assessment is prorated and payable monthly or semi-annually, the Board shall be entitled to accelerate the due date of the Annual Common Expense Assessment. In the event that the Board of Trustees shall effectuate collection of assessments or charges by resort to counsel for filing of a lien, or both, the Board of Trustees may add to the aforesaid assessments or charges as counsel fees: (i) such a sum as the Court may deem reasonable and appropriate; (ii) the reasonable costs for the preparation, filing and discharge of the lien; and (iii) in addition to such other costs as may be permitted by law.

12. EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. If an Owner shall default in the payment of an Annual or Special Assessment, and if the default is not cured within thirty (30) days of the due date, the Assessment shall bear interest from the due date at the rate of eighteen percent (18%) per annum, or the highest rate allowable by law, whichever is lower. After the aforesaid thirty (30) day period, the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Unit. If such default shall continue for a period of sixty (60) days, the Board shall be entitled to (i) file a lien claim for such Assessment, together with such interest thereon and cost of collection thereof, including reasonable attorney's fees, and (ii) notify the mortgagee of the Unit affected of such default if such mortgagee has requested such notice from the Association in writing. No Owner may waiver or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Unit, nor shall the suspension of the voting or other rights of an Owner given the failure to pay any Assessment or an infraction of any rules and regulations promulgated by the Association constitute a waiver or discharge of such Owner's obligations to pay any and all outstanding Assessments. Liens for unpaid Assessments, including interest thereon, costs of collection and attorney's fees, may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. The right of the Association to foreclose the lien shall be in addition to any other remedy which may be available to it at law or in equity, including the right (without thereby waiving the lien) to proceed personally against the delinquent Owner for the recovery of a personal judgment. The Association shall have the power to bid on any Unit at foreclosure sale and thereafter to acquire, hold, lease, mortgage and convey such Unit.

13. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage upon any Unit and to any other liens, including municipal tax liens, which are superior as a matter of law. The sale of transfer of any Unit shall not affect the Assessment lien. However, the sale or transfer of any Unit pursuant to a mortgage foreclosure sale, or

any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer, providing the Association has been joined as a party to the foreclosure suit. No sale or transfer shall relieve such Unit from liability for any Assessment thereafter becoming due or from the lien thereof.

14. TREATMENT OF SURPLUS: In the event the Association shall have a surplus at the end of any fiscal year as established herein and after the establishment of reasonable reserve items, the Board of Trustees of the Association shall allocate the surplus among the Ownership Units in accordance with the percentage of each Unit's respective ownership of the Common Elements as set forth in this Master Deed, and shall apply said percentage allocation in reduction of the Common Expenses charged for the ensuing year or years in the manner set forth in Section 1 Article V of this Master Deed.

ARTICLE VI
MEMBERSHIP AND VOTING RIGHTS

1. MEMBERSHIP IN THE ASSOCIATION. Upon acceptance of a Deed to a Unit each Unit Owner shall automatically become a member of the Association and shall be a member for so long as he shall hold legal title to his Unit subject to all provisions of this Master Deed, the Condominium Act, and the Association's Certificate of Incorporation, Bylaws and Rules and Regulations which may now or hereafter be established for or by the Association. The Sponsor shall be a member of the Association with respect to all Units owned by it. Each Unit Owner shall automatically become and be a member of the Association so long as he continues to be a Unit Owner. Upon the termination of the interest of a Unit Owner, his membership shall thereupon automatically terminate and transfer and enure to the new Unit Owner succeeding him in interest. The aggregate number of votes for all members of the Association shall be one hundred fifty-four (154) with each Unit Owner having one (1) vote.

2. COMPLIANCE BY OWNERS: Each Owner or occupant of a Unit shall comply with, and shall assume ownership or occupancy subject to laws, rules and regulations of governmental authorities having jurisdiction over the Condominium, the provisions of this Master Deed, the Association's Certificate of Incorporation, Bylaws, Rules and Regulations or any other document, amendment or supplement to the foregoing as described in Article 25 hereof. Failure to comply with any of the foregoing shall be grounds for commencement of an action for the recovery of damages, or for injunctive relief, or both, by the Sponsor, the association, or any Unit Owner, in any court or administrative tribunal having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate or circumvent any of the aforesaid, and against any Unit Owner to enforce any lien created by this Master Deed or any covenant contained herein. Failure of the Sponsor, the association, or any Unit Owner to enforce any covenant herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same.

3. ASSOCIATION - BOARD OF TRUSTEES - VOTING: The Board of Trustees of the Association shall constitute the governing board referred to in the Condominium Act (N.J.S.A. 46:8b-12) and is hereby vested with the rights, powers, privileges arid duties necessary to or incidental to the proper administration of The Four Seasons at Bridgewater Condominium and in accordance with those rights, powers, privileges and duties expressly stated in this Master Deed, the Bylaws and the Association's Certificate of Incorporation which are annexed hereto and made a part hereof as Exhibits E and F, and in accordance with the Condominium Act, its supplements and amendments. The said Bylaws and Certificate of Incorporation form an integral part of this plan of ownership herein described and this Master Deed shall be construed in conjunction with the provisions of said Bylaws and the Certificate of Incorporation.

Notwithstanding any provision of this Master Deed, the Association's Certificate of Incorporation or Bylaws, the Sponsor reserves the right, and shall be entitled, to elect or appoint a majority of the Board of Trustees of the Association for so long as the Sponsor shall be the owner of one or more Units in The Four Seasons at Bridgewater

Condominium in the ordinary course of business, subject, however, to the following limitations:

a. Within sixty (60) days after conveyance of 25% of the Units, parcels, units or interests (i.e., after 38 Units have been conveyed by Sponsor) not less than 25% of the members of the Board of Trustees shall be elected by Owners other than Sponsor. At the time of, and for the purpose of, this election, the Board of Trustees shall be expanded from three (3) members to five (5) members and the two (2) newly created positions shall be filled by the vote of Owners other than Sponsor;

b. Within sixty (60) days after conveyance of 75% of the Units, parcels, units or interest (i.e., after 115 Units have been conveyed by Sponsor), Sponsor's control of the Board of Trustees shall terminate and Owners other than Sponsor shall elect the entire Board of Trustees subject to subparagraph (c) below. At the time of, and for the purpose of, this election, the Board of Trustees shall remain at five (5) members;

c. Notwithstanding (b) above, Sponsor may retain one member of the Board of Trustees so long as there are any Units not conveyed in the ordinary course of business;

d. Sponsor may surrender control of the Board of Trustees of the Association prior to the time as specified, provided the Owners agree by a majority vote to assume control;

e. The Association, when controlled by the Owners, shall not take any action that will impair or adversely affect the rights of Sponsor or that would be detrimental to the sales of Units owned by Sponsor and shall continue the same level of maintenance, operation and services as immediately prior to their assumption of control, until the last Unit is conveyed;

f. At the first annual meeting of the Association after Sponsor no longer holds any Units for conveyance in the regular course of business, the Board of Trustees shall remain at five (5) members, and all five shall be elected by all Owners;

g. For purposes of determining whether the period of Sponsor control has terminated, or whether Unit Owners other than the Sponsor are entitled to elect members of the Board, or when the first annual meeting of the membership of the Association is to be held, the percentage of lots, parcels, Units or interests conveyed is presumed to be a percentage of one hundred fifty-four (154).

h. At the first annual meeting of the Association after the Sponsor no longer holds any Units for sale in the ordinary course of business, all five (5) members of the Board shall be elected by Unit Owners. Each of the five (5) members of the Board shall be Unit Owners in the Condominium. The foregoing restrictions on ownership shall be deemed qualifications for all future trustees.

4. RULES AND REGULATIONS. The Board of Trustees of the Association shall have the power to make such rules and regulations as may be necessary to carry out the intent of the Condominium Documents, and shall have the right to bring law suits to enforce the rules and regulations so promulgated. The Board shall further have the right to levy fines for violations of the Condominium Documents, provided that the fine for a single violation may not, under any circumstances, exceed $50.00. Each day that a violation continues after receipt of notice by the Unit Owner may be considered as a separate violation. Any fine so levied shall be considered as a Common Expense to be levied against the particular Unit Owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses.

5. POWERS OF BOARD. The Board of Trustees of the Association may enter into contracts with any firm, person or corporation, or may join with other condominiums in contracting for the maintenance and repair of the Property and may contract for or may join with other condominiums in contracting for the management of

the Property and may delegate to a contractor or manager all the powers and duties of the Association except such as are specifically required by this Master Deed to have the approval of the Board of Trustees of the Association. The contractor or manager may be authorized to determine the budget, make assessments for Common Expenses and collect assessments, as provided in this Master Deed and the Bylaws, subject always to the supervision and right of approval of the Board of Trustees of the Association.

6. INSURANCE. The Board of Trustees shall be required to obtain and maintain to the extent obtainable insurance for the Property against loss or damage by fire and other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements (including the Limited Common Elements). Such policies shall include coverage for the payment of Common Expenses with respect to damaged Units during the period of reconstruction thereof and if agreeable to the insurer shall provide that, notwithstanding any provision of the policies which gives the insurer an election to restore the Property in Lieu of making a cash settlement therefore, such option shall not be exercisable in the event the Unit Owners elect to sell the Property or remove it from the provisions of the Act. Such insurance coverage shall be written in the name of and the proceeds thereof shall be payable to the Association or the board of Trustees as the Trustee for the Unit Owners (and their respective mortgagees, if any, as their interests may appear) in the proportion of their respective percentages of ownership interest in the Common Elements. A standard mortgagee endorsement shall be issued to the holder of a permitted mortgage on any Unit. If agreeable to the insurer, such policies shall include provisions that they be without contribution, that improvements to Units made by Unit Owners shall not affect the valuation of the Property for purposes of insurance, and that the insurer waives its rights of subrogation as to any claims against Unit Owners, the Association, their respective employees, servants, agents and guests.

Damage to or destruction of any improvements on the Property or any part thereof or to the Common Elements or any part thereof covered by insurance required to be maintained by the board of Trustees shall be repaired and restored by the Association using the proceeds of any such insurance. The Unit Owners directly affected shall be assessed on an equitable basis for any deficiency (including applicable deductible under the Association's Master Insurance Policy) and shall snare in any excess.

If the proceeds of such insurance shall be inadequate to cover the estimates cost of restoration of an essential improvement or Common Element by a sum equal to seventy-five percent (75%) of the aggregate annual Common Expenses chargeable to Unit Owners directly affected by the damage or destruction for the fiscal year in which the damage or destruction shall occur, or if such damage or destruction shall constitute substantially total destruction of the Property or of one or more of the buildings, or if seventy-five percent (75%) of the Unit Owners directly affected by such damage or destruction, voting in accordance with their respective percentage interests in the Common Elements, shall determine not to repair or restore, the Association shall proceed to realize upon the salvage value of that portion of the Property so damaged or destroyed either by sale or such other means as the Association may deem advisable and shall collect the proceeds of any insurance. Thereupon the net proceeds of such sale, together with the net proceeds of such insurance shall be considered as one fund to be divided among the Unit Owners directly affected by such damage or destruction in proportion to their respective undivided ownership of the Common Elements. Any liens or encumbrances on any affected Unit shall be relegated to the interest in the fund of the Unit Owners.

The Board of Trustees shall also maintain comprehensive public liability and property damage insurance in such limits as it shall deem desirable and worker's compensation insurance and other insurance as it may deem desirable, insuring each Unit Owner and the Association, Board of Trustees, manager and managing agent from liability in connection with the Common Elements. Where agreeable to the insurer, all liability insurance policies shall contain cross liability endorsements to cover liabilities of the unit owners collectively to a unit Owner individually. All such insurance shall contain the same waiver of subrogation referred to hereinabove, if available.

The premiums for all insurance purchased, pursuant to the provisions of this Article, shall be Common Expenses. Proof of such payment shall be sent to the permitted mortgagee of each Unit, upon request. If agreeable to the insurer, such policies shall include a provision that coverage will not be terminated for nonpayment of premiums without at least ten (10) days' prior written notice to each such mortgagee.

7. DETERMINATION OF BOARD TO BE BINDING: Matters of dispute or disagreement between Unit Owners or with respect to the interpretation or application of the provisions of this Master Deed or the Bylaws shall be determined by the Board of Trustees, which determination shall be final and binding on all Unit Owners.

ARTICLE VII
PROPERTY RIGHTS

1. ENCROACHMENTS: If any portion of the Common Elements shall actually encroach upon any Unit or if any Unit shall actually encroach upon any portions of the Common Elements, as the Common Elements and Units are shown by the plans comprising the Survey, there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective Unit Owners involved to the extent of such encroachments so long as the same shall exist.

In interpreting any and all provisions of this Master Deed, the Exhibits attached hereto, subsequent deeds and mortgages to individual units, etc., the actual location of the unit shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered notwithstanding any minor deviations, either horizontally or vertically, from the proposed locations as indicated on the Survey. To the extent that such minor variations in location do or shall exist, a valid easement therefore and for the maintenance thereof does and shall exist and this easement shall be a covenant running with the land.

2. UNIT OWNERS EASEMENTS. Every Unit Owner, his successors and assigns, shall have the following perpetual easements with respect to the Property:

(a) A non-exclusive easement in, upon, over, under, across and through the Common Elements to keep, maintain, use, operate, repair and replace his Unit in its original position and in every subsequent position to which it changes by reason of the gradual forces of nature and the elements; and

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

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

(d) An exclusive easement to use and enjoy the surfaces of the main walls, (including any windows, doors, chimney, balcony, stoops, or patio therein), ceilings and floors contained within his Unit; and

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

(f) A non-exclusive easement in, over and through the Common Elements of the Condominium and to use the roads, walks and common facilities within the condominium subject to the right of the Association to:

(i) promulgate rules and regulations for the use and enjoyment of the common property; and

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

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

(iv) the right of the Association to dedicate or transfer all or any part of the Common Elements, other than the Buildings, to any municipal, county State, Federal or other public agency, or authority, for such purposes and subject to such conditions as may be agreed upon by the Unit owners, provided that no such dedication, transfer, or determination as to the purposes of or as to the conditions of such dedication or transfer shall become effective unless such dedication, transfer and determination as to purpose and conditions thereof shall be authorized by the vote in person or by proxy of sixty-seven percent (67%) of all Unit Owners entitled to vote, and unless written notice of the proposed resolution authorizing such action is sent to every Unit Owner at least ninety (90) days in advance of the scheduled meeting, at which such action is taken. A true copy of such resolution together with a certificate of a result of the vote taken therein shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Association, and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Elements other than the Buildings, prior to the recording thereof in the Office of the County Clerk, such certificate shall be conclusive evidence of authorization by the membership.

3. SPONSOR'S EASEMENTS. Sponsor, its successors and assigns, shall have the following easements with respect to the Property:

(a) A blanket and non-exclusive easement in, upon, through, under and across the Common Elements for the purpose of construction, installation, maintenance and repair of any improvements to the Units or Common Elements, and for ingress and egress for the use of all roadways, parking areas, and existing and future model Units for sales promotion and exhibition, until the expiration of two years from the date of issuance of a Certificate of Occupancy by the Township of Bridgewater for the last Unit in the Condominium. In addition, Sponsor hereby reserves the irrevocable right to enter into, upon, over or under any Unit for such purposes as may be reasonably necessary for the Sponsor or its agents to service any Unit therein, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Unit Owners. In case of an emergency, such right of entry shall be immediate whether the Unit Owner is present at the time or not; and

(b) A blanket and non-exclusive easement in, upon, over, under, across and through the Common Elements for surface water runoff and drainage caused by natural forces and elements, grading, and/or the improvements located upon the Property or other contiguous lands of the Sponsor, its successors and assigns, and for the installation, maintenance, repair and replacement and removal of sanitary and storm sewers, water, gas, electric, telephone, cable television and other utility services to service the Property and other contiguous land of the Sponsor, its successors and assigns. No individual Unit owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems within the Condominium.

4. OTHER EASEMENTS. The Property shall also be subject to the following easements:

(a) The Association shall have a perpetual easement for the existence, continuance, and maintenance of Common Elements, or of any improvements owned by it, which presently or may hereafter encroach upon a Unit; and

(b) The Association, its Board of Trustees, manager, or managing agent, shall have the perpetual and non-exclusive right of access to each Unit to inspect same to remove any violations of provisions set forth in this Master Deed, the Bylaws or in tile Rules and Regulations as may from time to time be promulgated by the Association, and to perform any operations required in connection with tile maintenance, repairs or replacements of or to the Common Elements, or any equipment, facilities or fixtures affecting or serving other Unit(s) or the Common Elements; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of any emergency, such right of entry shall be immediate, whether tile Unit Owner is present at the time or not; and

(c) The Association shall have a blanket and exclusive easement throughout the Common Elements for the purpose of landscaping and maintaining plants and grass and for the installation, maintenance, repair and replacement of all driveways, sidewalks, outdoor lighting, and signs as well as all sewer, water, power anti telephone pipes, lines, mains, conduits, wires, poles, transformers and any and all other equipment or machinery necessary or incidental to the proper functioning of any parking areas, walkways, drainage area or utility (including but not limited to gas, electric, water, sewer, oil, telephone or television) or for intercommunication alarm or similar systems, whether relating to the Property or other contiguous lands of the Sponsor, its successors or assigns; and

(d) The Association shall have a perpetual easement for the correction of any emergency condition and for purposes of inspection at reasonable hours and intervals of each Unit and for the installation, repair, maintenance, use, removal or replacement within each Unit of pipes, ducts, wiring and utility services which are part of the common Elements and which pass through such Unit; and

(e) Any bank, mortgage banker or other Institutional lender who is the owner of a mortgage which encumbers any Unit, its officers, agents, and employees, shall have a blanket, perpetual and non-exclusive easement to enter the Condominium or any part thereof to inspect the condition and repair of the Common Elements, or any Unit so encumbered. This right shall be exercised only during reasonable daylight hours, and then, whenever practicable, only after advance notice to and with permission of the Association; and

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

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

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

ARTICLE VIII
OWNERS RIGHTS AND OBLIGATIONS

1. OWNERS RESPONSIBLITIES. Each Unit Owner shall be responsible for his Unit, his additions and improvements thereto, decorating and furnishing thereof and personal property therein, and his personal liability to the extent not covered by the liability insurance for all of the Unit Owners obtained as part of the Common Expenses as above provided. All such insurance obtained by the Unit owners to cover same shall contain the same waiver of subrogation refer r ea to hereinabove, if available.

Each Unit owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements of his own Unit as defined in Article III(2) of this Master Deed, provided, however, the maintenance, repairs and replacements of water, sewer, electrical and other utility lines shall be furnished by the Association as a part of tire Common Expenses. Maintenance, repairs and replacements of the refrigerators, ranges and other electrical appliances and plumbing fixtures of any Unit owner shall be his sole expense. Maintenance, repairs arid replacements of the Common Elements shall be furnished by the Association as part of the Common Expenses. The Association may provide, by its Rules and Regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by Building personnel and charged as a Common Expense.

To the extent that equipment, facilities and fixtures within any Unit(s) shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the Bylaws and the Rules and Regulations of the Association. The authorized representatives of the Association or Board of Trustees, or of the manager or managing agent for the Buildings, shall be entitled to access with notice at a reasonable hour except in an emergency to the individual units as may be required in connection with maintenance, repairs, or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements.

Each Unit Owner shall be responsible for the maintenance, repair and replacement of all windows and doors, including storm windows and doors, of his Unit and also the doors leading onto the patios or balconies adjacent to his Unit, it any. The exterior surfaces of all windows forming part of a perimeter wall of a Unit may be cleaned or washed as part of the Common Expenses by the Association at such time or times as the board of Trustees shall determine.

2. DECORATING: Each Unit owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings, which constitute the exterior boundaries of the respective Unit owned by him, and such owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense.

The use of and the covering of the interior surfaces of such windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Association. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Unit caused by maintenance, repair or replacement work on the Common Elements by the Association, shall be furnished by the Association as part of the Common Expenses.

3. ALTERATIONS, ADDITIONS AND IMPROVEMENTS: No Unit Owner (other than the Sponsor) may make any structural additions, alterations or improvements to his Unit or the Common Elements without the prior written approval of the Association or impair any easement without the written consent of the Association or of the Unit Owner or Owners for whose benefit such easement exists. See Articles VI and X of the Master Deed for additional rights of the Sponsor. Nothing herein shall be construed to prohibit the reasonable adaptation of any Unit for handicapped use. See Exhibit I annexed hereto and made a part hereof.

While the Sponsor maintains control of the Board Trustees, it shall make no addition, alteration, improvement purchase which would necessitate a special assessment or substantial increase in the monthly assessment unless required a government agency, title insurance company, and mortgage lender in the event of an emergency.

4. UTILITIES: Each Unit Owner shall pay for his own telephone, electricity, and other utilities which are separately metered or billed to each Unit Owner by the respective utility company. Utilities which are not separately metered or billed by the respective utility company shall be treated as part of the Common Expenses. Each Building will have one (1) water meter for domestic use and the Association will bill each Unit Owner its pro-rata share. Although not a part of the Common Expenses, the Association shall have a lien on each Unit for unpaid bills for domestic water use.

5. NUISANCES: No Unit Owner shall permit or suffer anything to be done or kept in his Unit or on the Property which would jeopardize the soundness or safety of the Property, impair any easement, increase the rate of insurance on the Property, obstruct or interfere with the rights of other Unit Owners, annoy any Unit Owner by unreasonable noises or otherwise, or constitute a nuisance or illegal act.

6. PROPERTY TAXES, ASSESSMENTS AND CHARGES: All property taxes, special assessments and other charges imposed by any taxing authority are to be separately assessed against and collected on each Unit as a single parcel, as provided in the Act. In the event that for any year such taxes are not separately taxed on each Unit, but are taxes on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with iris proportionate undivided interest in the Common Elements.

7. MORTGAGING OF UNITS: Each Unit Owner shall have the right to mortgage or encumber his Unit provided that such mortgage or encumbrance is made to a bank, trust company, insurance company, savings and loan association, mortgage banker, governmental agency or other financial institution or pension fund or is a purchase money mortgage made to the Sponsor or to the Seller of a Unit or to any other mortgagee approved by the Sponsor, which approval may not be unreasonably withheld.

8. CONFORMITY TO RULES: No person shall use any Unit, or the Common Elements (including the Limited Common Elements) or any part thereof, or any portion of the Property, in any manner contrary to or not in accordance with the Rules and Regulations pertaining thereto as from time to time may be promulgated by the Association.

9. REMEDIES: In the event of any default by a Unit Owner under the provisions of the Act, this Master Deed, the Bylaws or the Rules and Regulations of the Association, the Association and the Board of Trustees shall have each and all of the rights and remedies which may be provided for in the Act (except as otherwise provided in this Master Deed or Bylaws), the Master Deed, the Bylaws or said Rules and Regulations or which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Unit Owner and/or others for

enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Unit or for damages or injunction or specific performance or for judgment for payment of money and collection thereof, or for any combination of remedies or for any other relief. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum legal rate until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and the Association shall have a lien for all of the same, as well as for non-payment of his respective share of the Common Expenses, upon the Unit of such defaulting Unit Owner. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or the Board of Trustees.

ARTICLE IX
RESTRICTIONS

1. RESTRICTIONS ON USE OF LOTS. The following restrictions are imposed as a common scheme upon all Lots:

(a) 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.

(b) 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 any 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.

(c) 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.

(d) 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.

(e) Each Unit is limited to a maximum of two (2) motor vehicles which can be parked on the General or Limited Common Elements, subject to allocation decisions on extra spaces. All such motor vehicles shall be properly registered and plated. No motor vehicle in excess of six feet eight inches (6 ft. 8 in.) in height shall be permitted to enter or to park in a garage. Recreational vehicles (campers, house trailers, motor homes, utility and boat trailers, 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. Guests shall not be permitted to park in the buildings, except as may be permitted by the Unit Owners such guests are visiting, and then only in the parking spaces assigned to such Unit Owners.

(f) 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.

(g) 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.

(h) 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.

(i) 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.

2. <u>SALE, LEASE OR OTHER DISPOSITION OF LIVING UNITS OR LOTS.</u> Subject to the restrictions set forth in this Article IX of this Master Deed, each Owner shall have the right to sell or lease his Living Unit or Lot to whomever he shall so desire. An Owner intending to sell his Lot shall give written notice to the Association of such intention to sell at least ten (10) business days prior to the transfer of title. An Owner may also lease his Living Unit to whomever he shall so desire, provided that he first give written notice of such proposed lease to the Association. Such notice shall state the Owner's new address and a copy of the proposed lease shall be attached to the Notice. Any proposed lease shall be for a minimum term of one hundred and eighty (180) days and shall require that any tenant shall be subject to and governed by all provisions of this Master Deed, the Bylaws of the Association, and any rules or regulations promulgated pursuant thereto, and shall provide that any failure of the tenant to fully comply with the terms and conditions of the Master Deed, the Bylaws of the Association, or any such rules or regulations, shall constitute a default under the lease. These provisions on leasing shall not apply to Living Units owned by Sponsor and Sponsor shall have the right to lease each Living Unit for such term and subject to such provisions as Sponsor in its sole discretion shall determine.

3. <u>AGE RESTRICTIONS.</u> The Condominium is intended to be "62 or Over Housing". The construction, interpretation and enforcement of this Article IX as well as the remainder of the Master Deed and the Bylaws shall be in a manner consistent with such requirement. Occupancy of the Units shall be restricted to use by permanent

residents sixty-five (62) years of age or older with no children under nineteen (19) years of age in permanent residence, with the following exceptions: (1) a member of a couple under the age of sixty-two (62) years who is residing with his/her partner who is sixty-two (62) years of age or over; (2) One (1) adult under sixty-two (62) years of age will be admitted as a permanent resident if it is established that the presence of such person is essential to the physical care of one or more of the adult occupants who shall be sixty-two (62) years of age or older; or (3) any Handicapped Person. However, in the event the aforesaid restrictions are subsequently amended by court order or otherwise to permit additional classes of residents, the Condominium Association reserves the right to permit residency by such persons as shall be required. Despite anything to the contrary in the Master Deed or Bylaws, no Unit may be occupied by any child under the age of 19 years unless, despite anything to the contrary, such person is handicapped dependent protect by the Fair Housing Act. Exceptions to the foregoing age restrictions may be granted in particular cases by Sponsor or the Condominium Association in accordance 4, below.

4. <u>APPROVAL PROCEDURES.</u> It shall be the duty of the Sponsor, in connection with the initial occupancy of Units, and of the Condominium Association as to all subsequent occupancy of Units, to enforce the Master Deed and this Article IX so that at all times, the Condominium will qualify for the housing for older persons exemption under the Fair Housing Act. No person shall transfer, sell, give, lease, assign, grant, buy, rent or occupy any Unit in the Condominium, unless such person shall have received the approval of the Condominium association, as follows:

(a) No transfer, sale, gift, lease, assignment, grant, purchase, rental or occupancy of any Unit shall be made by any Owner or any subsequent prospective purchaser or lessee until the existing Owner who desires to transfer makes full disclosure to the Board in writing, of the name, address and age of the prospective purchaser or lessee and all prospective residents of the Unit, together with the evidence that said prospective purchaser or lessee and residents meet all qualifications as set forth herein. Said Owner who intends to sell, transfer, give, lease, assign any Unit, shall, before entering into any binding agreement (other than an agreement whose enforceability is expressly contingent upon Board approval) for such with any prospective purchaser, grantee, lessee or assignee, submit the evidence in writing as aforesaid to the Board and such owner shall not execute said agreement without first obtaining the written approval of the Board. In the event the Board does not act within the time set forth above, the Board will be deemed to have consented. In the event the Board withholds its consent, then the Board shall set forth the reasons for its denial in writing and present same to the Owner at the time the Owner is informed of the Boards decision. If the Owner is dissatisfied with the Board's decision, then the Owner may request a hearing before the Board, with or without legal counsel present, which hearing will be scheduled by the Board within fifteen (15) days of an Owner's request for a hearing. All decisions of the Board after the hearing shall, as with the initial decision, be set forth in writing. The Board must render such decision in writing within five (5) days of the scheduled hearing.

(b) Upon receipt of any application for the transfer, sale, gift, grant, occupancy or rental of any Unit, the Board shall:

i. Obtain verification of age of all proposed residents of the Unit. No approval shall be granted, and no application shall be deemed complete, unless and until all proposed residents shall have submitted age verification as contemplated by this subparagraph.

ii. If the proposed residents of the Unit meet the restrictions in Section 3 of this Article IX, then the Board shall approve the application.

iii. If a child under the age of 19 is proposed to be a resident of the Unit, the Board shall disapprove the application.

iv. If all the proposed residents of the Unit are all under the age of 62, then the Board may, in its discretion, but shall not have the obligation to, approve the application, provided, however, that the

Board shall not have the authority to approve and shall not approve any application if:

(a) any proposed resident child is under the age of 19 years; or

(b) to approve the application would cause or threaten to cause the Condominium to have less than 80% of its Units occupied by at least one person over the age of 62 years, or otherwise to fail to continue to qualify for housing for older persons exemption under the Fair Housing Act.

(c). The Board shall be obligated to conduct an occupancy survey every two years as required by 24 CFR Section 100.37 in order to qualify for the housing for older persons exemption under the Housing for Older Persons Act of 1995. A form of Compliance Affidavit appears as Exhibit H to this Master Deed.

ARTICLE X
SPONSOR'S RIGHTS AND OBLIGATIONS

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

2. RIGHTS RESERVED TO THE SPONSOR AND SPONSORS. Despite anything to the contrary herein or in the Certificate of Incorporation or Bylaws of the Condominium Association, the Sponsor hereby reserves for itself, its successors and assigns and for the Sponsors, for so long as they own one or more Units in the Property, the right to sell, lease, mortgage or sublease any unsold Units without the consent of the Condominium Association.

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

4. LIABILITY OF TRANSFEROR. Upon transfer of any Special Sponsor's Rights, 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 him. Lack of privity does not deprive any Unit Active Adult Owner of standing to bring an action to enforce any obligation of the transferor.

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

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

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

6. FORECLOSURE, BANKRUPTCY, RECEIVERSHIP. Upon foreclosure, sale by a trustee under a deed of trust or sale under any bankruptcy or receivership proceedings of all Units in the Property owned by the Sponsor, unless the judgment or instrument conveying title provides for transfer of all Special Sponsor's Rights to a successor to Sponsor:

(a) The Sponsor ceases to have any Special Sponsor's Rights; and

(b) The period of Sponsor control terminates.

7. LIABILITY OF SUCCESSORS. The liabilities and obligations of persons who succeed to all Special Sponsor's Rights are as follows:

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

(b) A successor to all such Special Sponsor's Rights, other than a successor described in paragraph (c) or (d) hereof who is not an affiliate or Sponsor, is subject to all obligations and liabilities imposed upon Sponsor by law or the Master Deed, but he is not subject to liability for misrepresentations or warranty obligations on improvements made by any previous Sponsor or made before the Property was created or for a breach of fiduciary obligation by any previous Sponsor.

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

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

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

8. ADDITIONAL RIGHTS OF SPONSOR: Notwithstanding anything in this Master Deed to the contrary, and in addition to the rights granted to the Sponsor in Article VI of this Master Deed, so long as the Sponsor shall own at least one (1) Ownership Unit in the ordinary course of business:

(a) The Sponsor reserves and shall nave the right to change the mix of Units, the exterior or interior design and arrangements of all Units and to alter boundaries between Units so long as Sponsor owns the Unit so changed or altered. No such change shall increase or decrease the number of Units or alter the boundaries of the Common Elements or Limited Common Elements without amendment of the

Condominium Documents as herein provided. if the Sponsor shall make any changes to the Units or mix of Units, such changes shall be reflected by an amendment in the Condominium Documents; provided however, that no such change shall affect anther Unit Owner's percentage interest in the Common Elements or Limited Common Elements unless such change is mace a part of an Amendment to the Condominium Documents which is approved in accordance with the provisions of Article XII of this Master Deed.

(b) The Sponsor shall have the right to transact any business on the Property in connection with the sales promotion and exhibition of Ownership Units and the consummation of sales of Ownership Units, including, but not limited to, the right to maintain models, maintain signs identifying the Property and advertising the sale of Ownership Units, maintain employees in any sales offices on the Property, use the Common Elements, and show ownership Units for sale or lease.

(c) The Board of Trustees of the Association or the other Unit Owners shall make no additions, alterations, improvements, purchases or enter into any contracts which would necessitate a special assessment or a substantial increase in the monthly assessment unless required by a government agency, title insurance company, mortgage lender or in the event of do emergency.

(d) In furtherance of the foregoing provisions and the provisions of Article 6 of this master Deed, the Sponsor shall have the right to veto any and all actions of the Association or its Board of Trustees which may nave any direct or indirect detrimental impact upon the Sponsor as may be determined by or in the sole discretion of the Sponsor.

(e) The Sponsor shall exercise its veto right, in its sole and absolute discretion, within ten (10) days after its receipt of actual notice of a resolution or other action is proposed or has been taken by the Association or its Board of Trustees. In such event, the Sponsor shall notify the Secretary of the Association of its exercise of its veto right and any such proposal or action and resolution memorializing such action shall be null and void ab initio and of no further force or effect.

The protective provisions of this Article and Article VI of this Master Deed shall be construed in accordance with and not in derogation of N.J.S.A. 46:8B-12.1 of the New Jersey Condominium Act and N.J.A.C. 5:26-8.4 of the regulations promulgated pursuant to the New Jersey Planned Real Estate Development Full Disclosure Act, N.J.S.A. 45:22A-21, et seq.

ARTICLE XI
PROTECTIVE PROVISIONS FOR THE BENEFIT OF ELIGIBLE MORTGAGE HOLDERS

1. PRIOR WRITTEN APPROVAL OF 67% OF ELIGIBLE MORTGAGE HOLDERS. The prior written approval of at least two-thirds in interest of each Institutional Lender who requests notice thereof is required for the abandonment or termination of the Condominium, except for abandonment or termination provided by law in the case of substantial destruction by fire or casualty, or in the case of a taking, by condemnation or eminent domain.

2. PRIOR WRITTEN APPROVAL OF 51% OF ELIGIBLE MORTGAGE HOLDERS. The prior written approval of at least 51% in interest of each Institutional Lender who requests notice thereof is required for any material amendment to the Master Deed or to the Bylaws or Certificate of Incorporation, which adversely affects the priority of lien or value of the security encumbered by a First Mortgage held by it, including, but not limited to, any amendment which would change any of the following, except for such amendments as may be otherwise specifically permitted pursuant to this Master Deed:

(a) Voting rights;

(b) Assessments, assessment liens or subordination of such liens;

(c) Reserves for maintenance, repair and replacement of the Common Elements (or Units it applicable);

(d) Insurance or fidelity bonds;

(e) Responsibility for maintenance and repair of the Common Elements of the Condominium;

(f) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;

(g) Boundaries of any Unit;

(h) The interests in the Common Elements;

(i) Convertibility of Units into Common Elements or of Common Elements into Units;

(j) Leasing of Units;

(k) The effectuation of any decision of the Association to terminate professional management and establish self-management when professional management had previously been required by an Institutional Lender;

(l) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his Unit;

(m) Restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than as specified in the Master Deed and Bylaws;

(n) Any action to terminate the legal status of the project after substantial destruction or condemnation occurs;

(o) Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Units; or

(p) Reallocation of interests in the general or limited common areas, or rights to their use.

3. SUBORDINATION OF LIEN. Any lien the Association may have on any Unit in the Condominium for the payment of Common Expense assessments attributable to such unit is subordinate to the lien or equivalent security interest of any Permitted First Mortgage on the Unit recorded prior to the date any such Common Expense assessments become due.

4. INSPECTION OF RECORDS. Any Institutional Lender shall upon request have the right to (i) inspect the books and records of the Association during normal business hours; (ii) receive an annual financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association; (iii) receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings; and (iv) receive written notice of any default in the payment of any Common Expense assessment installments which is more than thirty (30) days in arrears.

5. NOTICE. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, any Institutional Lender which may be affected shall be entitled to timely written notice from the Association of any such damage or destruction. No Unit Owner or other party shall have priority over such Institutional Lender with respect to the distribution of any insurance proceeds allocable to such Unit(s).

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

6. COMMON EXPENSE ASSESSMENTS. Any Institutional Lender who obtains title to a Unit as a result of foreclosure of the first mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser of a Unit in such a foreclosure sale, or their respective successors and assigns, shall not be liable for the share of Common Expenses or other assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner which become due prior to such acquisition of title. Such unpaid share of Common Expenses and other assessments shall be deemed to be Common Expenses collectible from all of the remaining Unit Owners including such acquirer, his successors and assigns.

7. MANAGEMENT AGREEMENTS. Any management agreement for the Condominium will be terminable by the Association for cause upon sixty (60) days prior written notice thereof, and the term of such agreement shall not exceed one year. Further, any management agreement for the Condominium entered into during the time period of Sponsor control of the Association will be terminable by the Association at any time after the period of Sponsor control of the Association ends without cause upon ninety (90) days prior written notice thereof.

8. COMMON EXPENSE DEFAULT. Notwithstanding the absence of any express provision to such effect in the mortgage instrument, in the event that there is any default in the payment of any installment of a Common Expense assessment with respect to any Unit, either regular or special, any Institutional Lender holding a Mortgage which encumbers such Unit shall be entitled to declare such mortgage in default in the same manner that is permitted by such mortgage with respect to any default in the payment of real estate.

ARTICLE XII
GENERAL PROVISIONS

1. APPLICABILITY: This Master Deed, the Bylaws and any and all Rules and Regulations from time to time governing the details of the use and operation of the Property and the use of the Common Elements (including the Limited Common Elements) shall run with the land and be binding upon all present and future Unit Owners and their tenants, guests, licensees, servants, agents, employees and mortgagees, and the respective successors, assigns, heirs, executors, administrators, and personal representatives of all the foregoing. The acceptance of a deed, mortgage, or other conveyance relating to any Unit, or the entering into a lease relating to a Unit, or the act of occupying or using any Unit or any portion of the Common Elements or any facilities on the Property by the Person to whom such Unit or interest is conveyed shall constitute an agreement to be subject to and bound by the Condominium Documents and acceptance and ratification of all the provisions thereof.

2. TERMINATION. The Sponsor reserves the right to terminate this Master Deed and remove the Property from the provisions of the Condominium Act by recording a Deed of Revocation in the Office of the Clerk of Somerset County prior to the time that title to any Unit is conveyed to any Person other than a Person affiliated with the Sponsor.

The Unit Owners may remove the Property from the provisions of the Condominium Act and this Master Deed by Deed of Revocation duly executed by all Unit Owners and the holders of all mortgages or other liens affecting all Units. The aforesaid Deed of Revocation shall be recorded in the office of the Clerk of Somerset County. Upon the recording of the aforesaid Deed of Revocation, the Unit owners shall become tenants-in-common of the Property and each such Unit Owner thereafter shall be the owner of an undivided interest in the entire Property equal to the percentage of his undivided interest in the Common Elements before the recording of such Deed of Revocation.

The removal of the Property from the provisions of the Condominium Act shall not bar the resubmission of the Property to the provisions of the Act.

3. AMENDMENTS: The provisions of the Master Deed may be amended from time to time upon the approval of such amendment or amendments by the Association pursuant to a resolution or written consent approving such amendment or amendments adopted or given by not less than sixty-seven percent (67%) of all Unit Owners entitled to vote; provided, however, if the Act or this Master Deed shall require the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or in this Master Deed, then any amendment or amendments with respect to such action shall require unanimous consent or agreement as may be provided in the Act or in this Master Deed. All amendments to this master Deed shall be recorded in the same office as the Master Deed.

The Sponsor shall not be permitted to cast any votes held by him for unsold lots, parcels, units or interests for the purpose of amending the Master Deed, Bylaws or any other Condominium document, for the purpose of changing the permitted use of the lot, parcel, unit or interest, or for the purpose of reducing the Common Elements or facilities.

4. BYLAWS AND ADMINISTRATION; CHANGES IN DOCUMENTS; POWER OF ATTORNEY:

(a) The administration of the Common Elements of the Condominium and other common facilities shall be by the Association in accordance with the provisions of the Condominium Act, and of this Master Deed, the Certificate of Incorporation of tile Association, the Bylaws, and of any other documents, amendments or supplements to the foregoing which may subsequently be required by a bank, mortgage banker or other institutional lender designated by the Sponsor to make mortgage loans on the Property or any portion thereof, or by any governmental agency having regulatory jurisdiction over the Condominium or by any title insurance company selected by Sponsor to insure title to any Ownership Unit(s). The Sponsor hereby reserves for itself, its successors and assigns, for a period of five (5) years from the date the first Ownership Unit is conveyed to an individual purchaser, the right to execute on behalf of all contract purchasers, Unit Owners, mortgagees, other lienholders or parties claiming a legal or equitable interest in the Property or any portion thereof, any such agreements, documents, amendments or supplements to the above described documents as may be required by any such lender, governmental agency or title insurance company; provided, however, that no such agreement, document, amendment or supplement which substantially alters the floor plan of a Unit, or changes the percentage of the undivided interest in the Common Elements, or increases the financial obligations of a Unit Owner, or reserves any special additional privileges to the Sponsor, shall be made without the prior written consent of the Unit Owner and his mortgagee or, adversely affect the priority or validity of a purchase money lien on an Ownership Unit sold hereunder, without the prior written consent of the mortgagee or any institutional holder of a first mortgage.

(b) By acceptance of a deed to any ownership Unit or by the acceptance of any other legal or equitable interest in the Property or any portion thereof, each and every contract purchaser, Unit Owner or occupant, holder of any mortgage or other lien, does automatically and irrevocably name, constitute, appoint and confirm (i) the Sponsor, its successors and assigns, as attorney-in-fact for the purpose of executing any amended Master Deed(s) and any other instruments necessary to effect any of the foregoing provisions of this Article XII (provided that such power of attorney may not be used to adversely affect the priority or validity of any lien); and (ii) the Association as attorney-in-fact to acquire title to or lease any Ownership Unit whose owner desires to surrender, sell or lease the same, in the name of the Association or its designees, corporate or otherwise, on behalf of all Unit Owners and to convey, sell, lease, mortgage (but not to vote the votes appurtenant thereto) or otherwise, dispose of any such ownership Units so acquired or to sublease any Ownership Units so leased by the Association.

The powers of attorney aforesaid are expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all ownership Units and be binding upon the heirs, personal representatives, successors and assigns of any of the foregoing parties. Further, said powers of attorney shall not be affected by the death or disability of any principal and are intended to deliver all right, title and interest of the principal in and to said powers.

Developer may use the rights set forth and granted in this Section 4 to effectuate the following changes, enumerated by way of description and not limitation.

(i) 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.

(ii) 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.

(iii) 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.

(iv) To surrender or modify the Developer's rights in favor of the Unit Owners or Association, or their respective mortgagees.

(v) 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.

(vi) 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.

5. MAINTENANCE BY TOWNSHIP. In the event that the Association shall fail to maintain all or part of the Common Areas in reasonable order and condition, the Township of Bridgewater may serve written notice upon the Association setting forth the manner in which the Association has failed to maintain the Common Areas in reasonable condition, and said notice shall include a demand that the deficiencies in maintenance be cured within thirty-five (35) days of the date of the notice, and shall state the date and place of a hearing thereon, which shall be within fifteen (15) days of the gate of the notice. Thereafter, the Township, through its designated municipal body or officer, shall have and be entitled to, all the rights, privileges and powers set forth in Public Law 1975, Chapter 291, Section 31 b. (N.J.S.A. 40:55D-43 et seq.), specifically, but not limited to, the right to enter upon the Common Areas, maintain the same and assess the cost thereof, as provided herein.

The Sponsor for itself, its successors and assigns, the Association and its members do hereby expressly covenant, agree, stipulate and authorize the Township, its agents and employees in case of emergency or in the event of a matter involving the health and safety of municipal residents, to immediately enter upon the Common Areas and take whatever action is reasonably necessary and the cost of same shall be borne by the Association or the Unit Owners, as set forth below.

The cost of the maintenance by the Township shall be assessed pro-rata against the Owners of each Unit affected thereby and shall become a lien and tax on each such Unit and be added to and be a part of the taxes to be levied and assessed thereon, and enforced and collected with interest by the same officers and in the same manner as other taxes.

The Township shall have no obligation to proceed as set forth herein and the Association shall hold the Township harmless for any liability arising from the Township's actions or failure to act with respect to maintenance of the Common Areas.

6. NOTICES. Notices provided for in the Act, this Master Deed or the Bylaws shall be in writing, and shall be addressed to the Association or to any Unit Owner at the appropriate street address in Bridgewater Township, New Jersey, or at such other address as hereinafter provided. The Association or Board of Directors may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners at such time. Any Unit Owner may also designate a different address or addresses for notices to him by giving written notice of his change of address to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgement of the receipt thereof, or it addressed to a Unit Owner, when deposited in his mailbox in the Building or at the door of his Unit.

7. SEVERABILITY. The Condominium Documents shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

8. WAIVER. No provision contained in the Condominium Documents shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

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

10. RULE AGAINST PERPETUITIES. If any provision of this Master Deed, or the Bylaws attached hereto, shall be interpreted to constitute a violation of the rule against perpetuities, then such a provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of James Florio, former Governor of the State of New Jersey, plus twenty-one (21) years thereafter.

11. INTERPRETATION: The provisions of this Master Deed, the Bylaws and any and all Rules and Regulations from time to time adopted by the Association shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Condominium.

IN WITNESS WHEREOF, the Sponsor has caused this Master Deed to be duly executed the day and year first above written.

WITNESS:	K. HOVNANIAN AT BRIDGEWATER I, LLC
Scott Baron, Esq.	BY: Thomas Piscitelli
Scott Baron, Attorney at Law	Thomas Piscitelli, Area President

EXHIBIT A
LEGAL DESCRIPTION

SCHOOR DEPALMA
Engineers and Design Professionals

June 26, 2002
Revised December 31, 2002

Project No. B98011E

LEGAL DESCRIPTION
BLOCK 601, LOT 104.03
BRIDGEWATER TOWNSHIP
SOMERSET COUNTY, NEW JERSEY

A parcel of land described herein designated as Block 601, Lots 104 and 104.01, to be consolidated into new lot 104.03, located in the Township of Bridgewater, Somerset County, New Jersey and being more particularly described as follows:

Commencing at the intersection of the northerly sideline of Brown Road (30 feet from centerline, variable width right-of-way) and the easterly sideline of State Highway Route 202/206 (variable width right-of-way) and running; thence,

A) Along said Brown Road northerly sideline, north 64 degrees 36 minutes 58 seconds east, 200.04 feet; thence,

B) Leaving said northerly sideline and along the easterly line of Lot 13 Block 4727, north 26 degrees 44 minutes 02 seconds west, 219.74 feet to the true point of beginning and running; thence,

1. Along the northerly line of said Lot 13, south 63 degrees 15 minutes 58 seconds west, 191.38 feet to the easterly sideline of said State Highway Route 202/206; thence,

2. Along said easterly sideline, north 26 degrees 53 minutes 44 seconds west, 71.43 feet to a point of curvature; thence,

3. Along the same and along a curve to the right having a radius of 1,470.83 feet, a central angle of 22 degrees 53 minutes 32 seconds, an arc length of 587.66 feet and a chord bearing north 15 degrees 26 minutes 58 seconds west, a chord distance of 583.76 feet to a point of tangency; thence,

4. Along the same, north 04 degrees 00 minutes 12 seconds west, 384.40 feet; thence,

5. Along the same, north 01 degrees 01 minutes 42 seconds east, 102.53 feet; thence,

6. Leaving said easterly sideline and along the division line between said Lot 104.01 and Lot 11C, Block 4727, north 86 degrees 34 minutes 23 seconds east, 475.71 feet to the westerly outside tract line as shown on a map entitled, "Hunter Estates Tract II, Section I," filed in the Somerset County Clerk's Office on June 28, 1962 as Filed Map No. 825; thence,

7. Along said westerly tract line and along the westerly outside tract line as shown on a map entitled , "Hunter Estates Tract I, Section I," filed in the Somerset County Clerk's Office on 2/28/62 as Filed Map No. 810, south 13 degrees 59 minutes 25 seconds east, 635.00 feet to an iron pipe found; thence,

8. Along the same, south 25 degrees 23 minutes 02 seconds east, 291.00 feet; thence,

9. Along the northerly line of Lot 14 Block 4727, south 64 degrees 36 minutes 58 seconds west, 175.00 feet to a corner in the same; thence,

10. Along the westerly line of said Lot 14, south 25 degrees 23 minutes 02 seconds east, 25.00 feet; thence,

11. Along the northerly line of Lot 104.02 Block 601, south 70 degrees 38 minutes 10 seconds west, 235.31feet to the point and place of beginning.

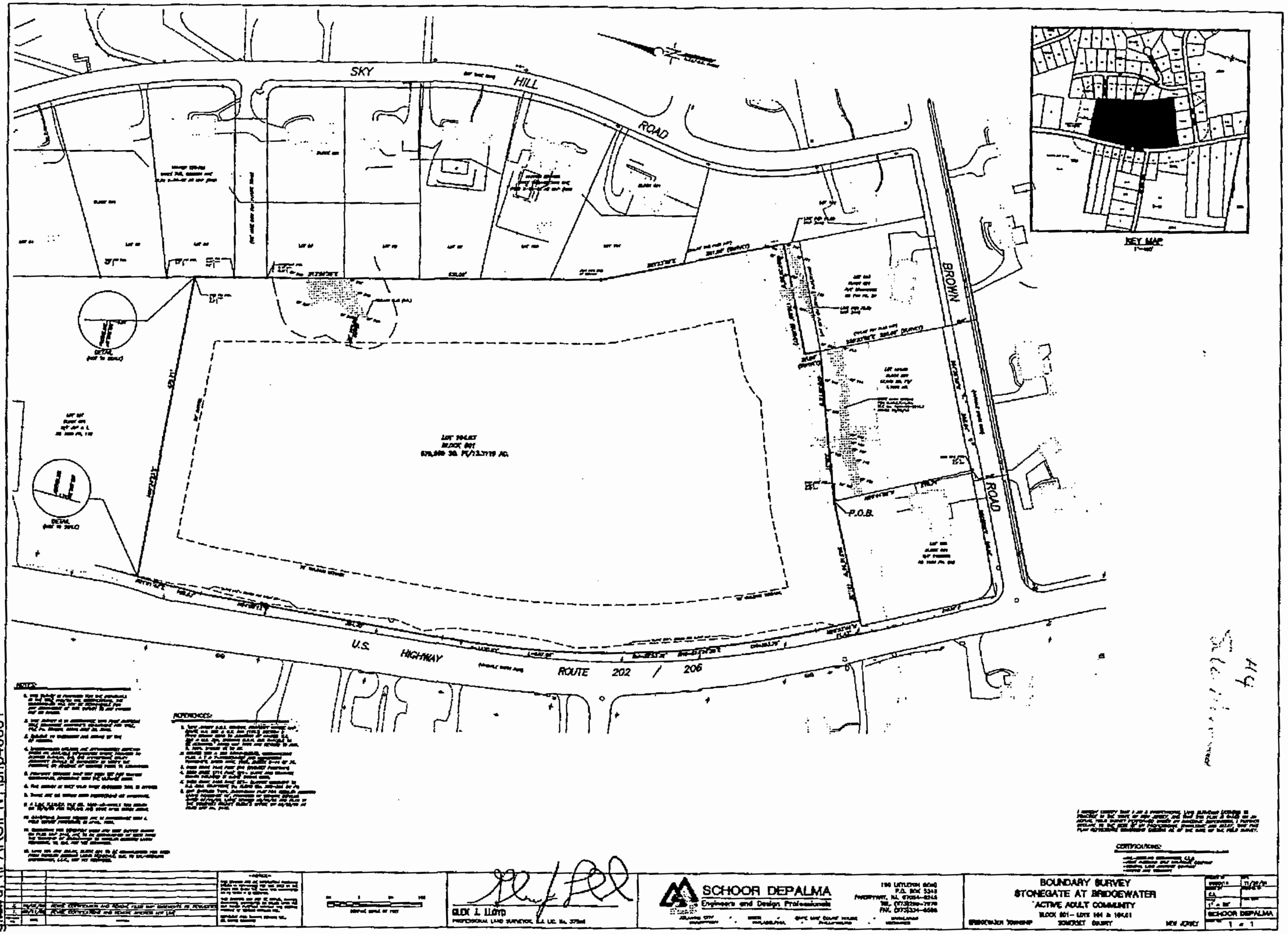
Containing 579,868 square feet/13.3119 acres of land as described herein.

Subject to all easements of record.

Glen J. Lloyd, P.L.S.
N.J. Professional Land Surveyor
New Jersey License No. 37598

EXHIBITS B-1 AND B-2
SURVEY AND SITE (MASTER DEED) PLAN

g:\lloyd, \\PARSIPN1\plp40001



H4

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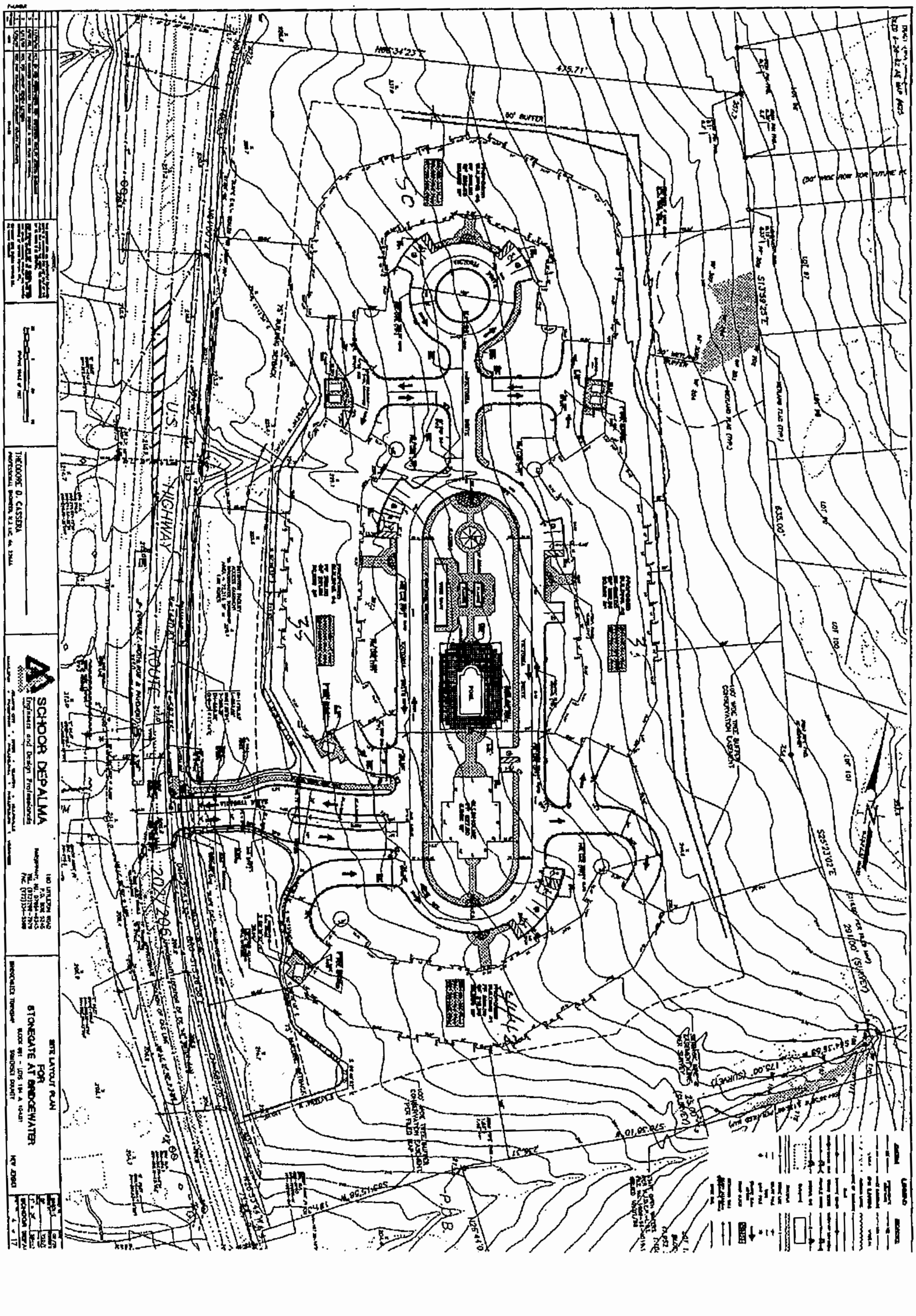
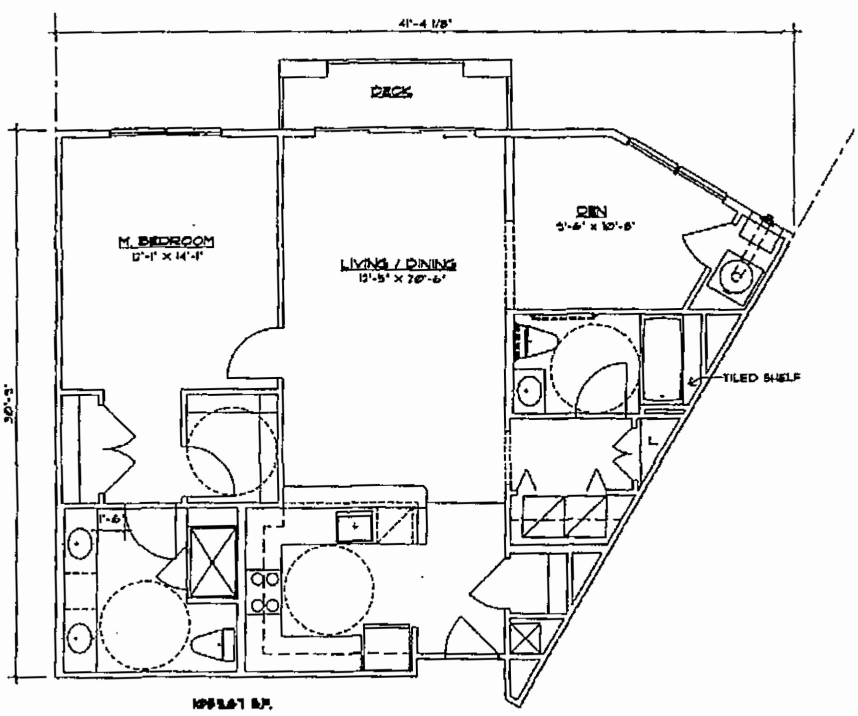


EXHIBITS C-1 THROUGH C-6
FLOOR PLANS UNITS A THROUGH F

UNIT "A"



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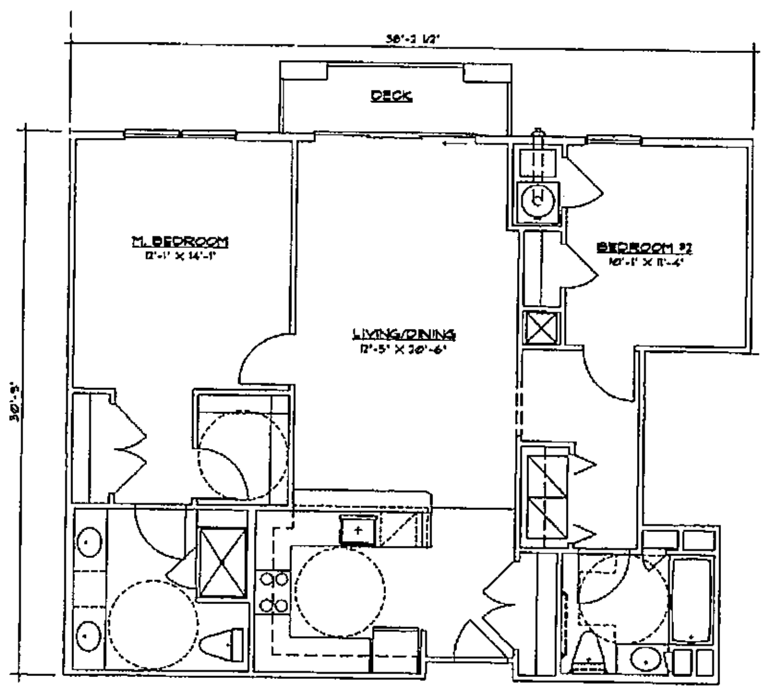
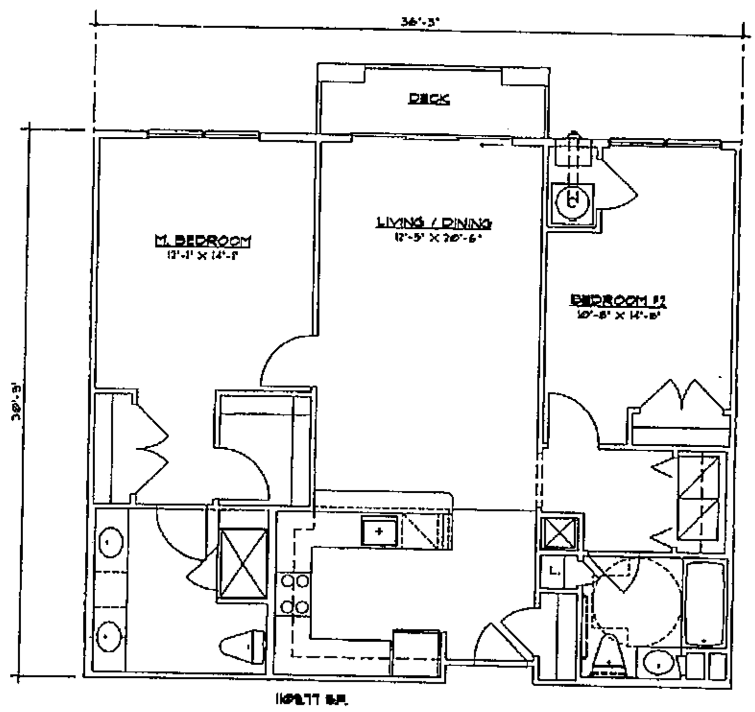
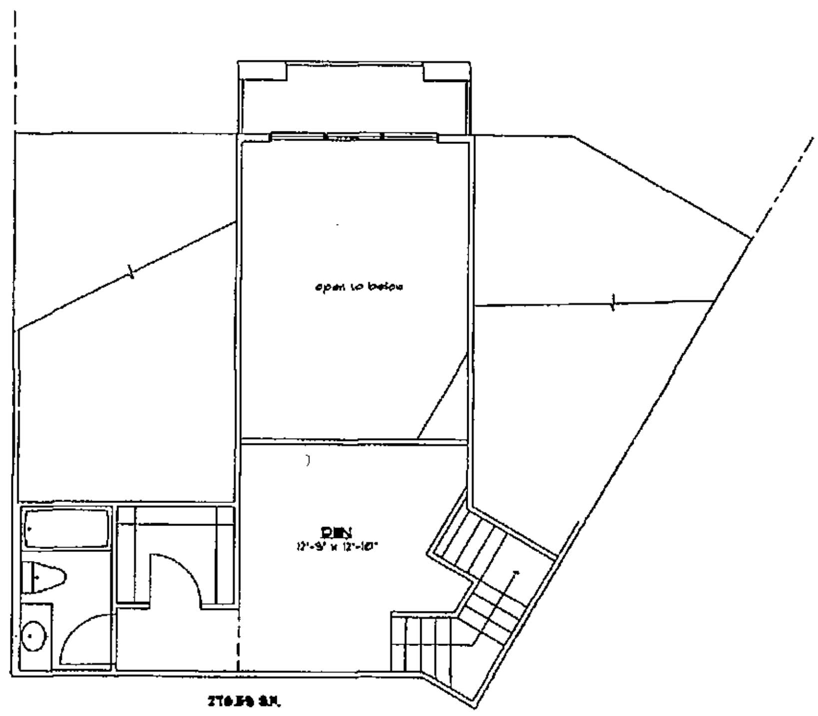


38'-2 1/2"
DECK
M. BEDROOM
12'-1" X 14'-1"
LIVING/DINING
12'-5" X 20'-6"
BEDROOM #2
10'-1" X 11'-4"
30'-9"

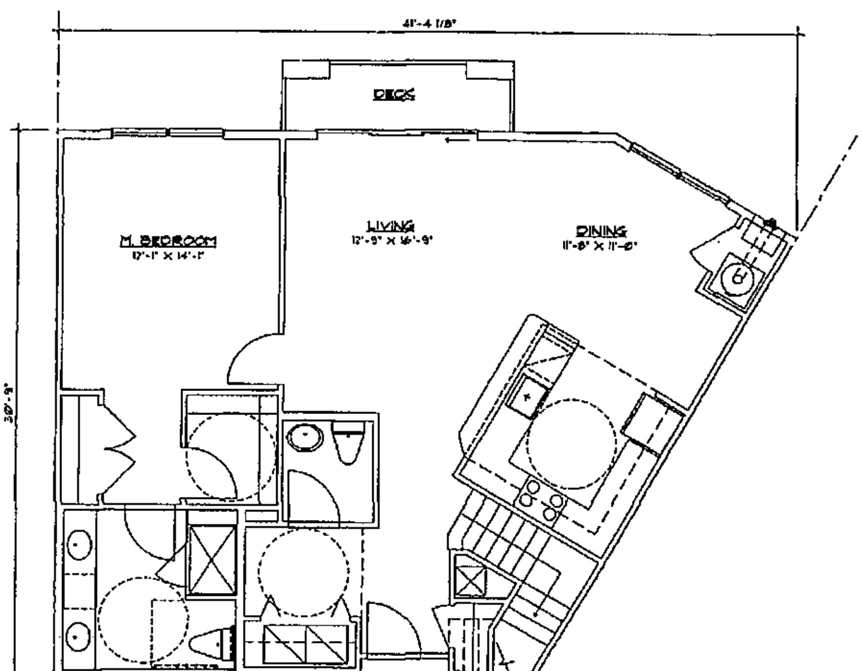
1098 S.F.



1110 S.F.

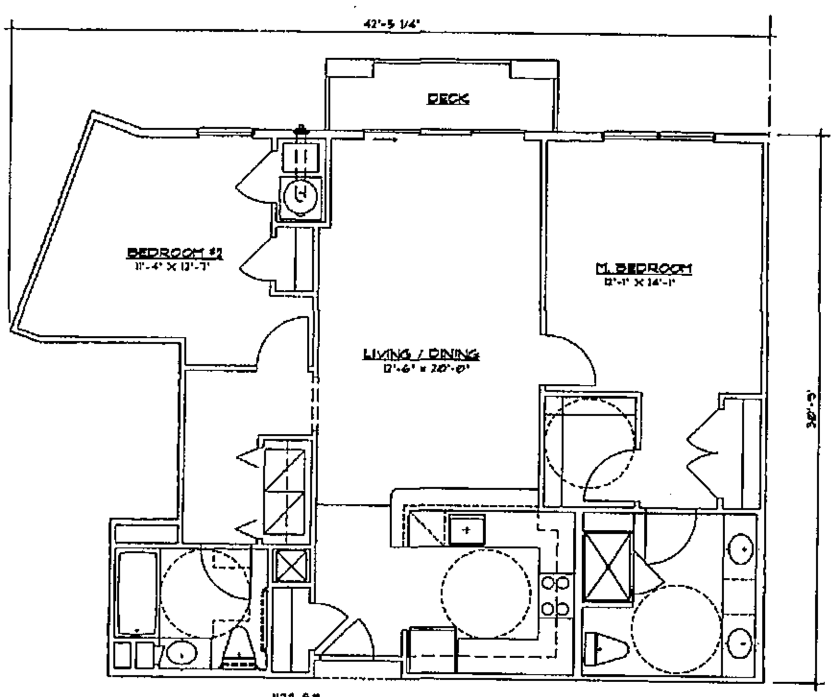


276.58 S.F.



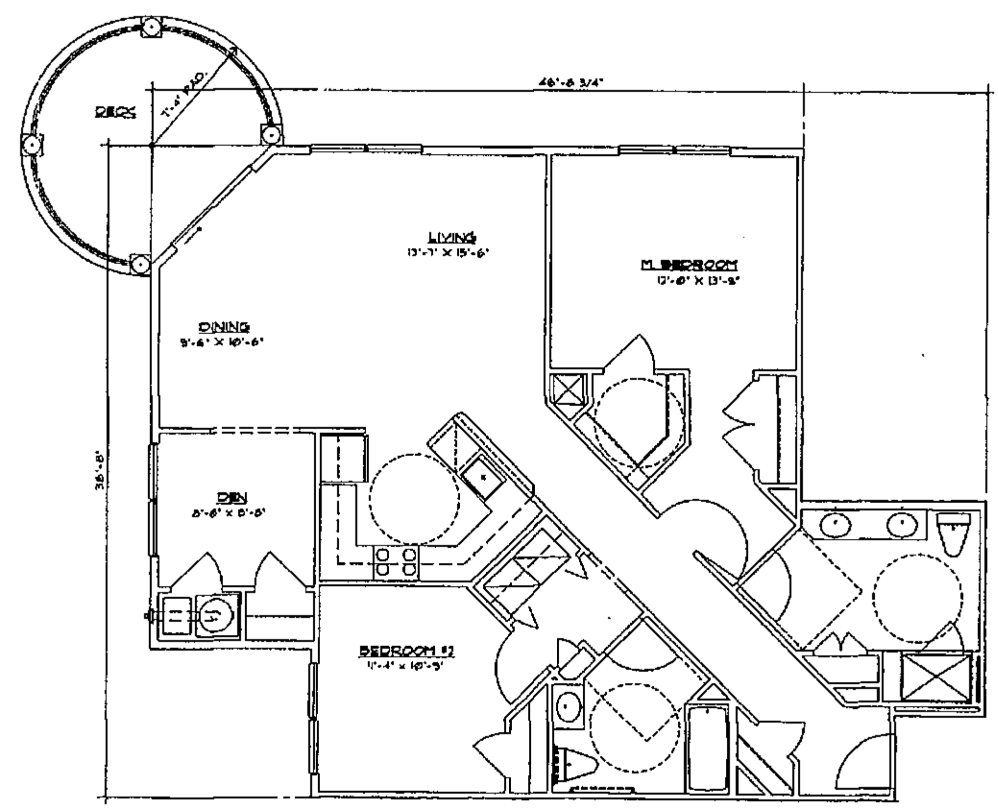
1061.04 S.F.

total: 1338 S.F.



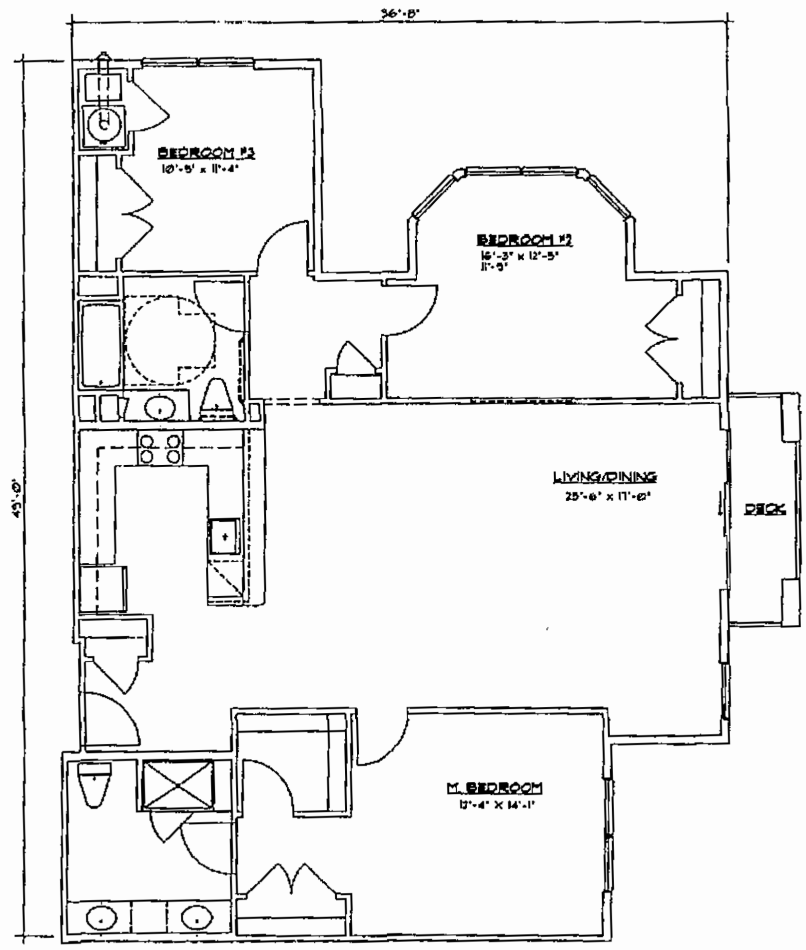
42'-5 1/4"
DECK
BEDROOM #2
M. BEDROOM
12'-1" X 14'-1"
LIVING / DINING
12'-6" x 20'-0"
30'-5"

1133 SF



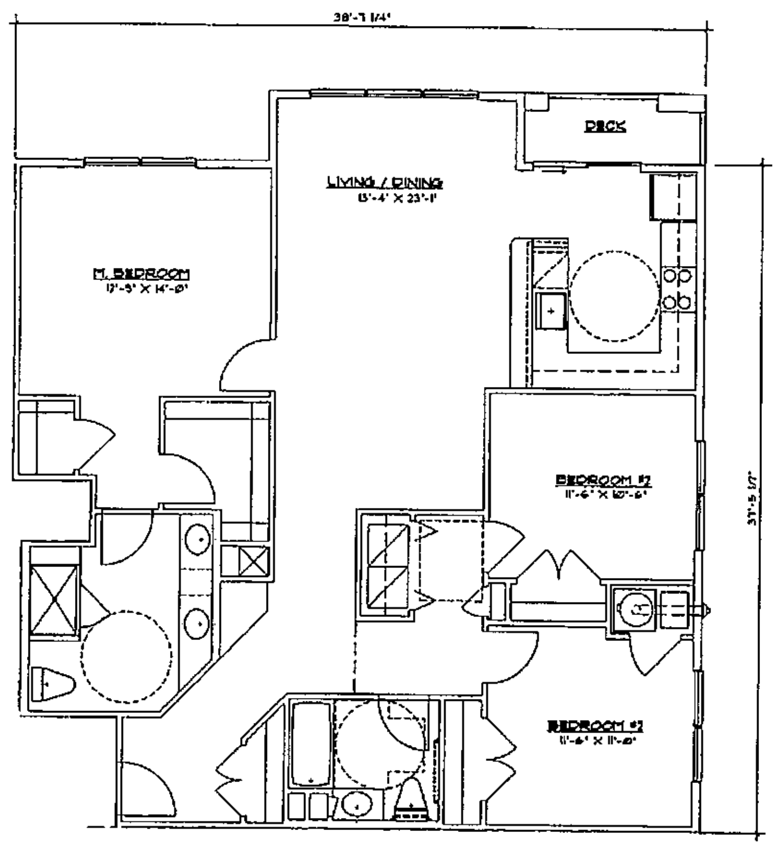
1372.48 S.F.

1372 S.F.


36'-8"
45'-0"
BEDROOM #3
10'-5' x 11'-4"
BEDROOM #2
16'-3" x 12'-5"
11'-5"
LIVING/DINING
25'-6" x 17'-0"
DECK
M. BEDROOM
13'-4" X 14'-1"

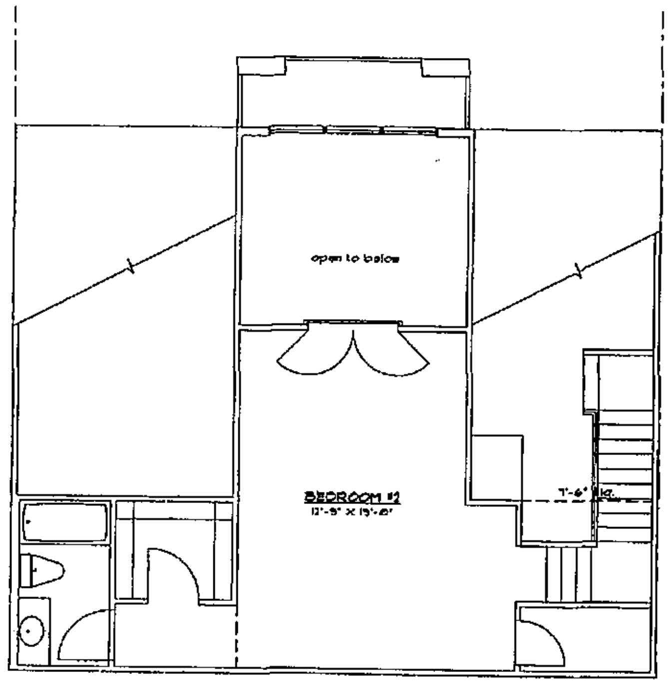
[illegible] s.f.

1540 S.F.



1446.55 S.F.

1447 S.F.



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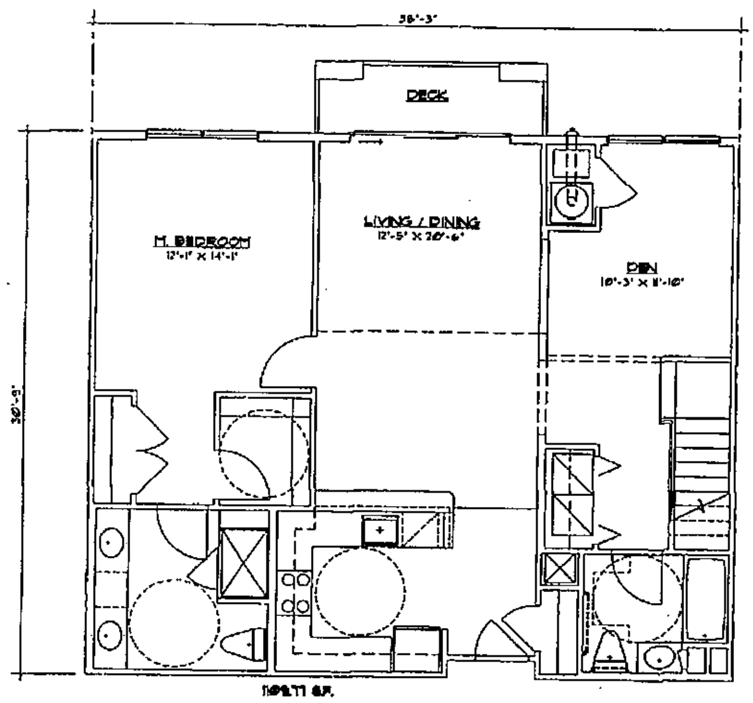

1109.71 S.F.

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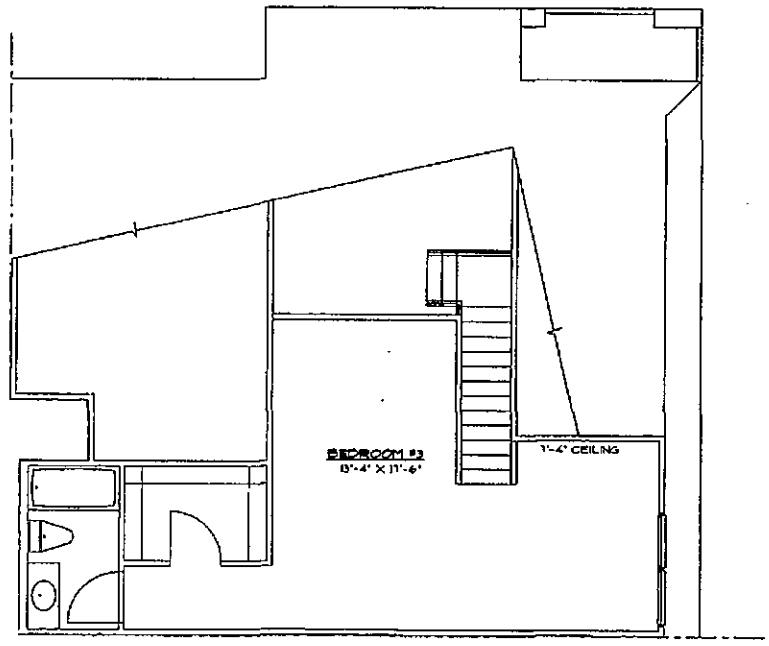
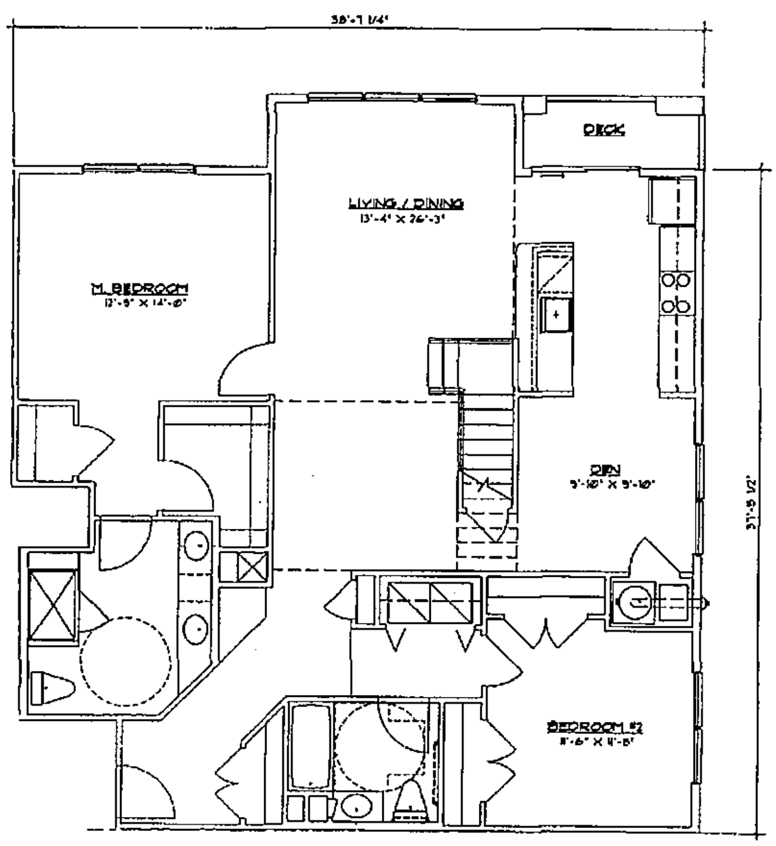


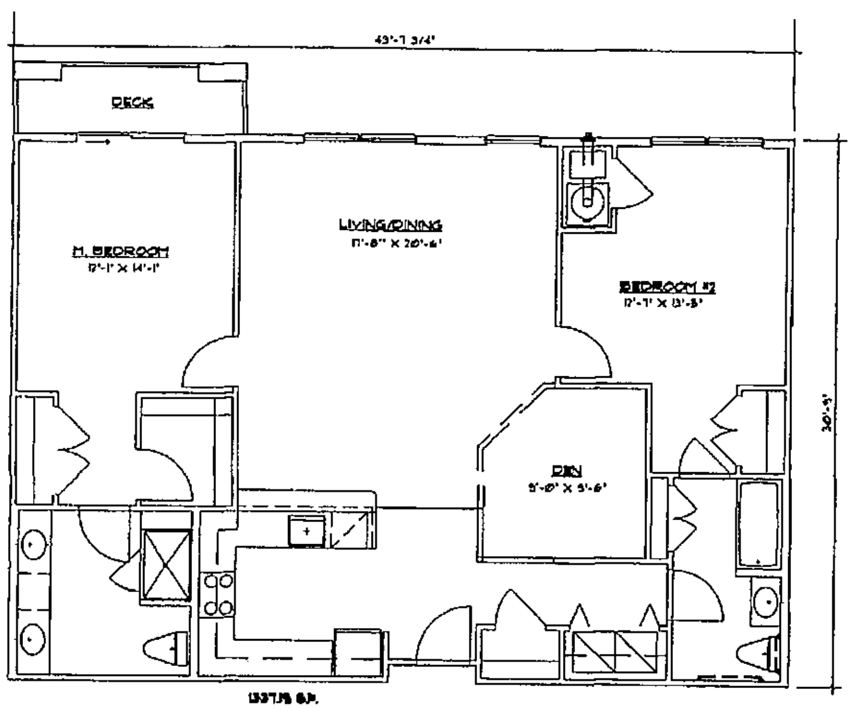
459.7 SF.



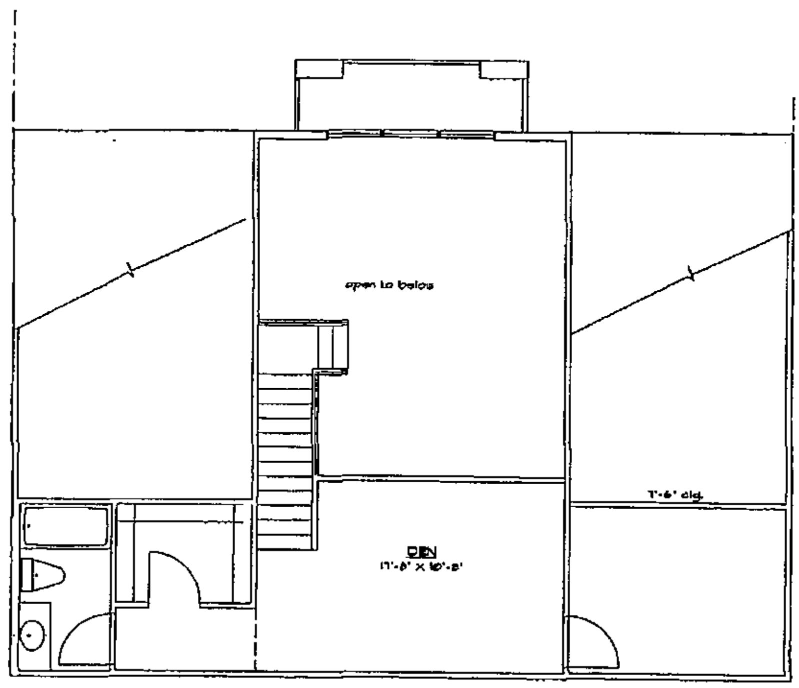
1446.38 SF.

total 1906 S.F.

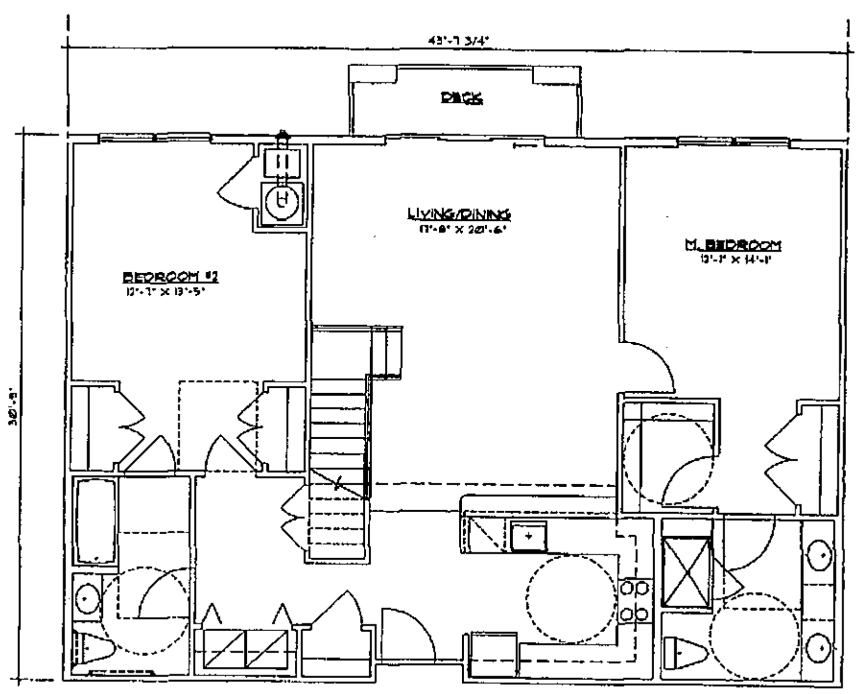
UNIT "B"



1337 S.F.

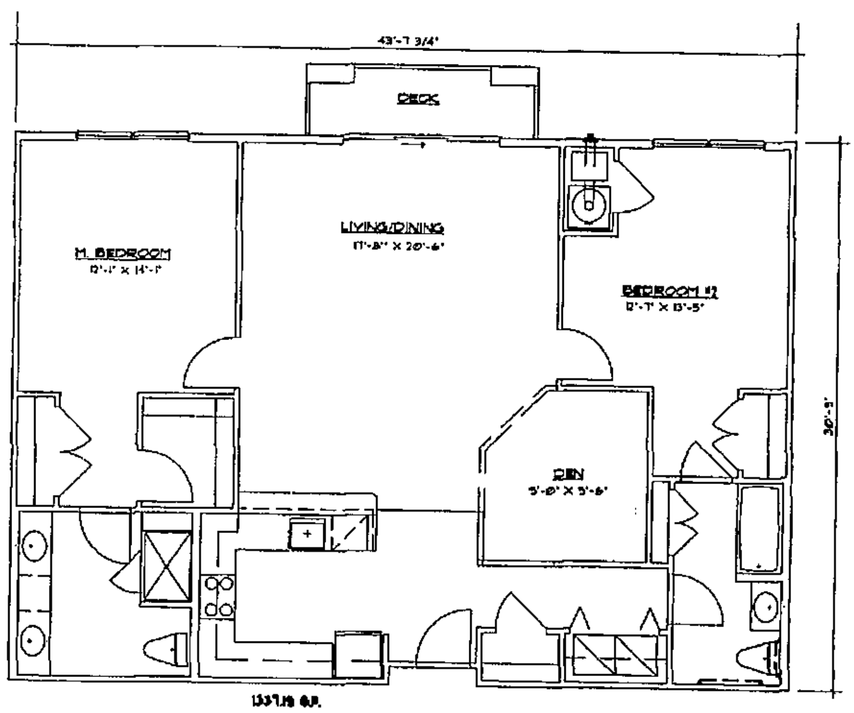


299.83 S.F.

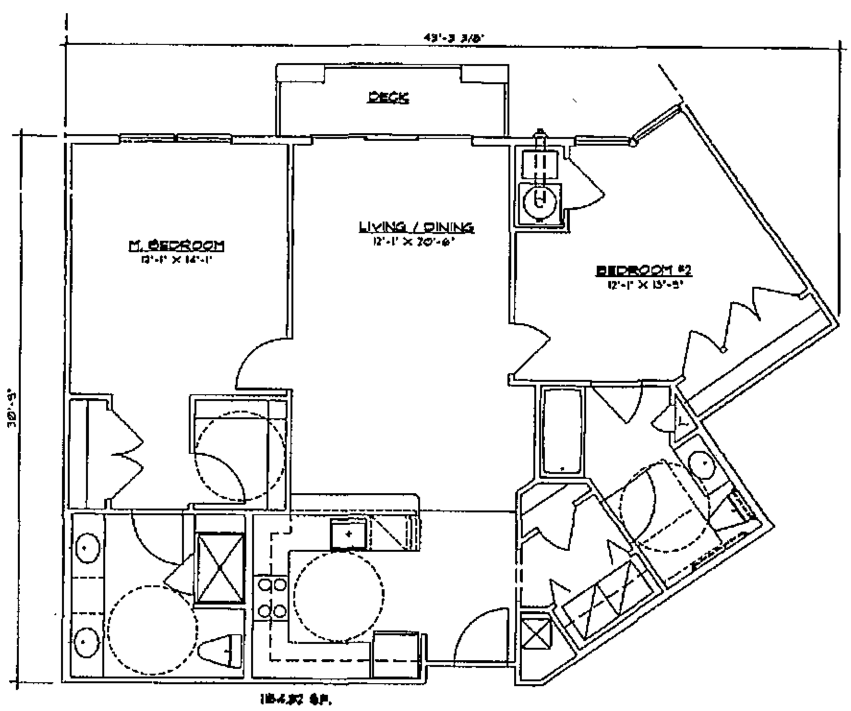


1337.15 S.F.

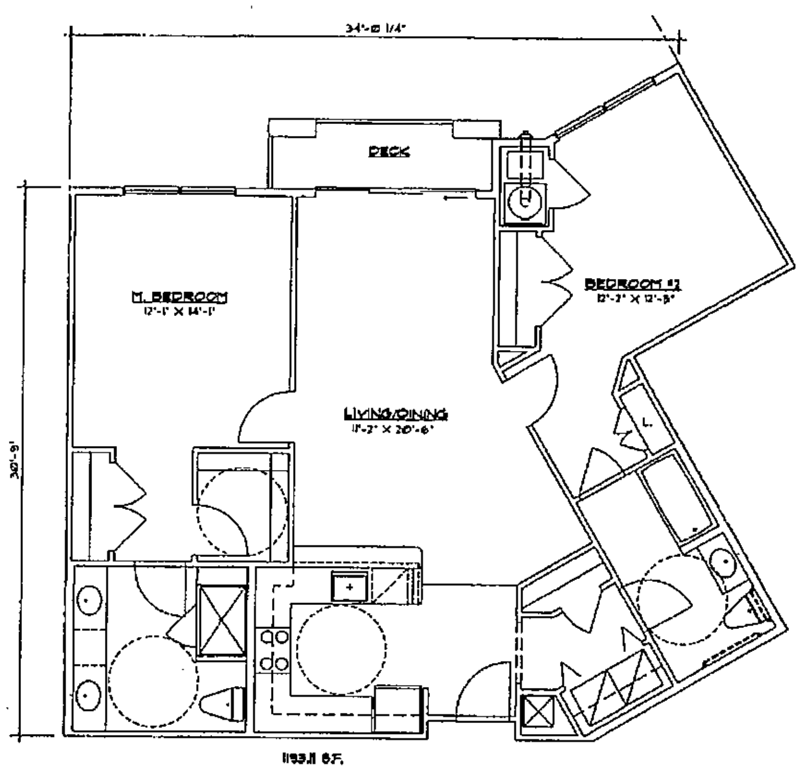
total 1637 S.F.



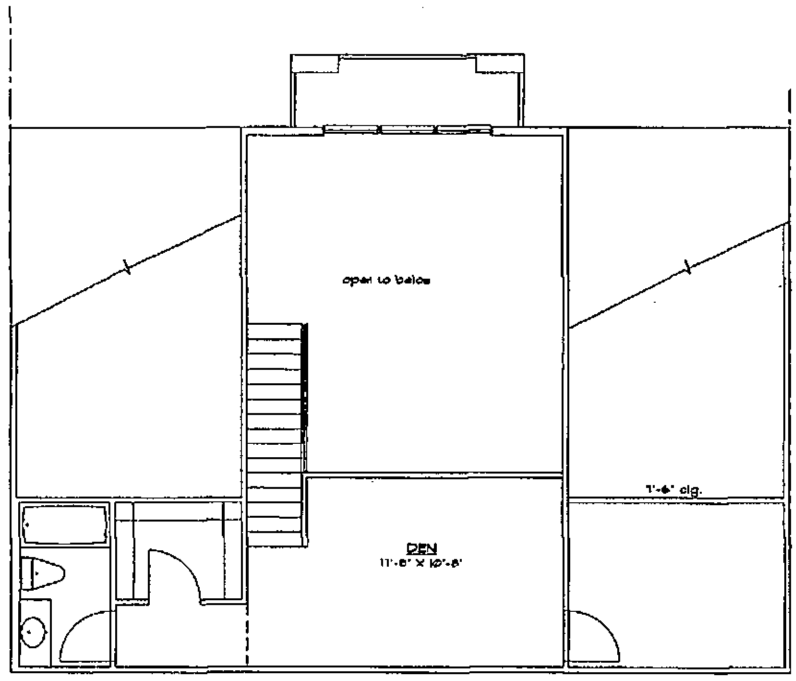
1337 S.F.


43'-3 3/8"
DECK
M. BEDROOM
12'-1" X 14'-1"
LIVING / DINING
12'-1" X 20'-6"
BEDROOM #2
12'-1" X 13'-5"
30'-9"

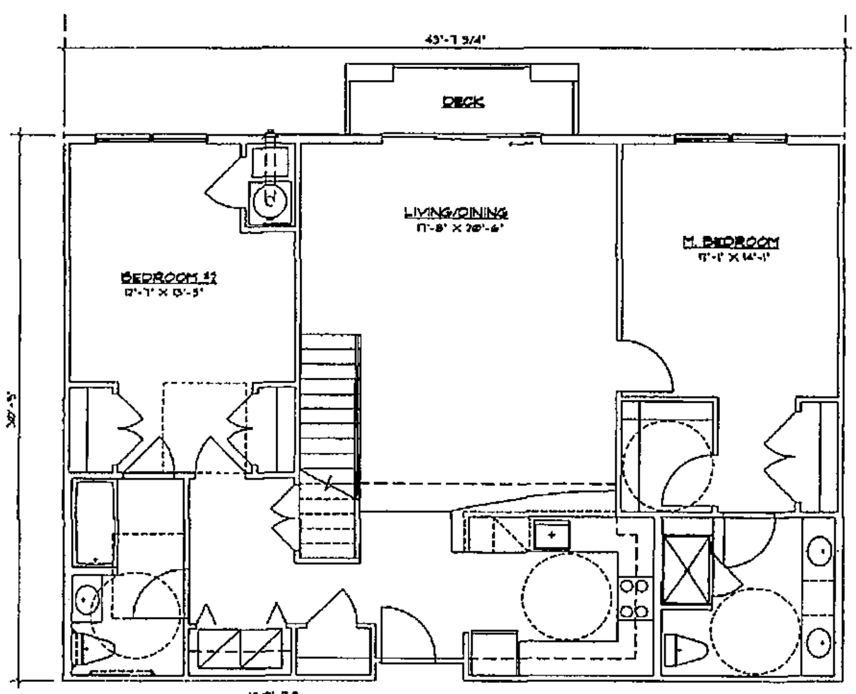
1155 S.F.



1193 S.F.

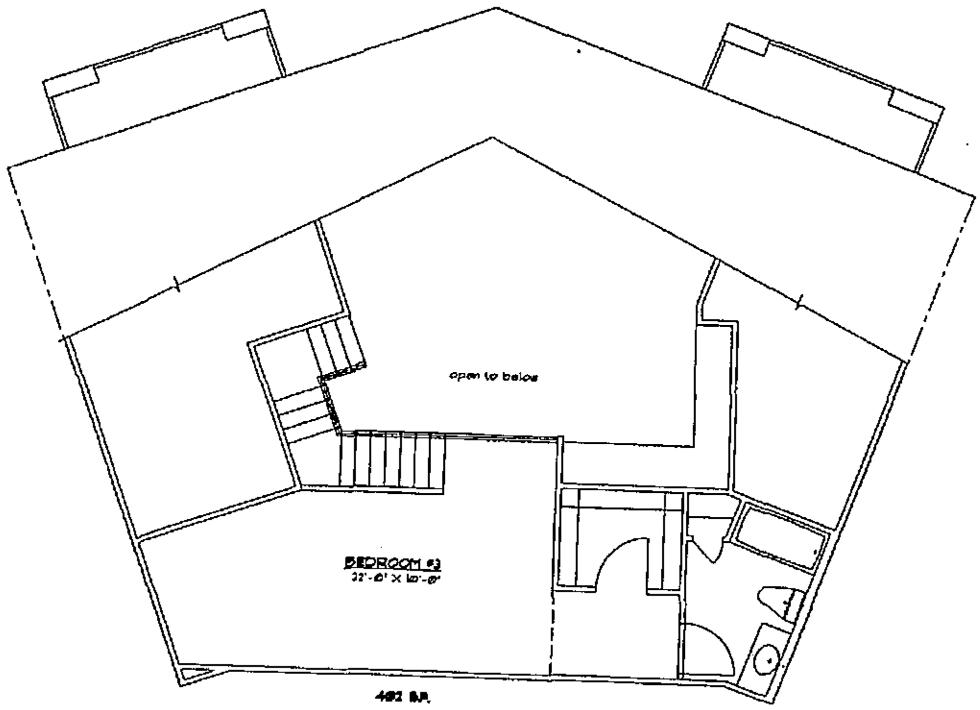


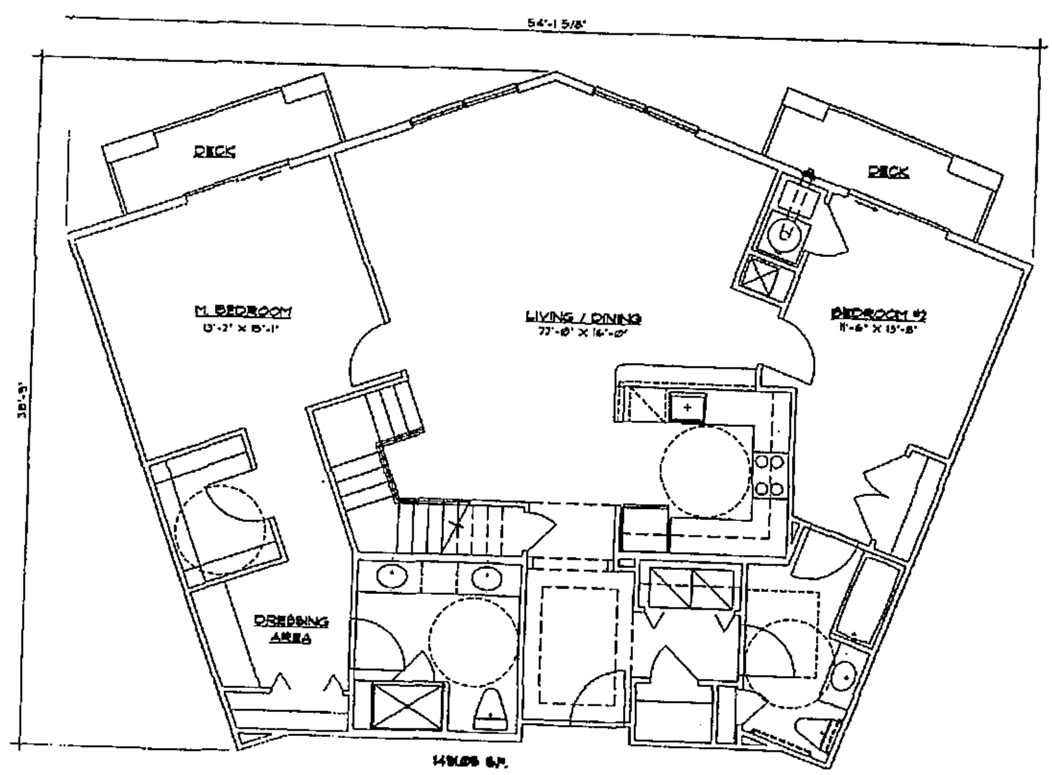
485 S.F.



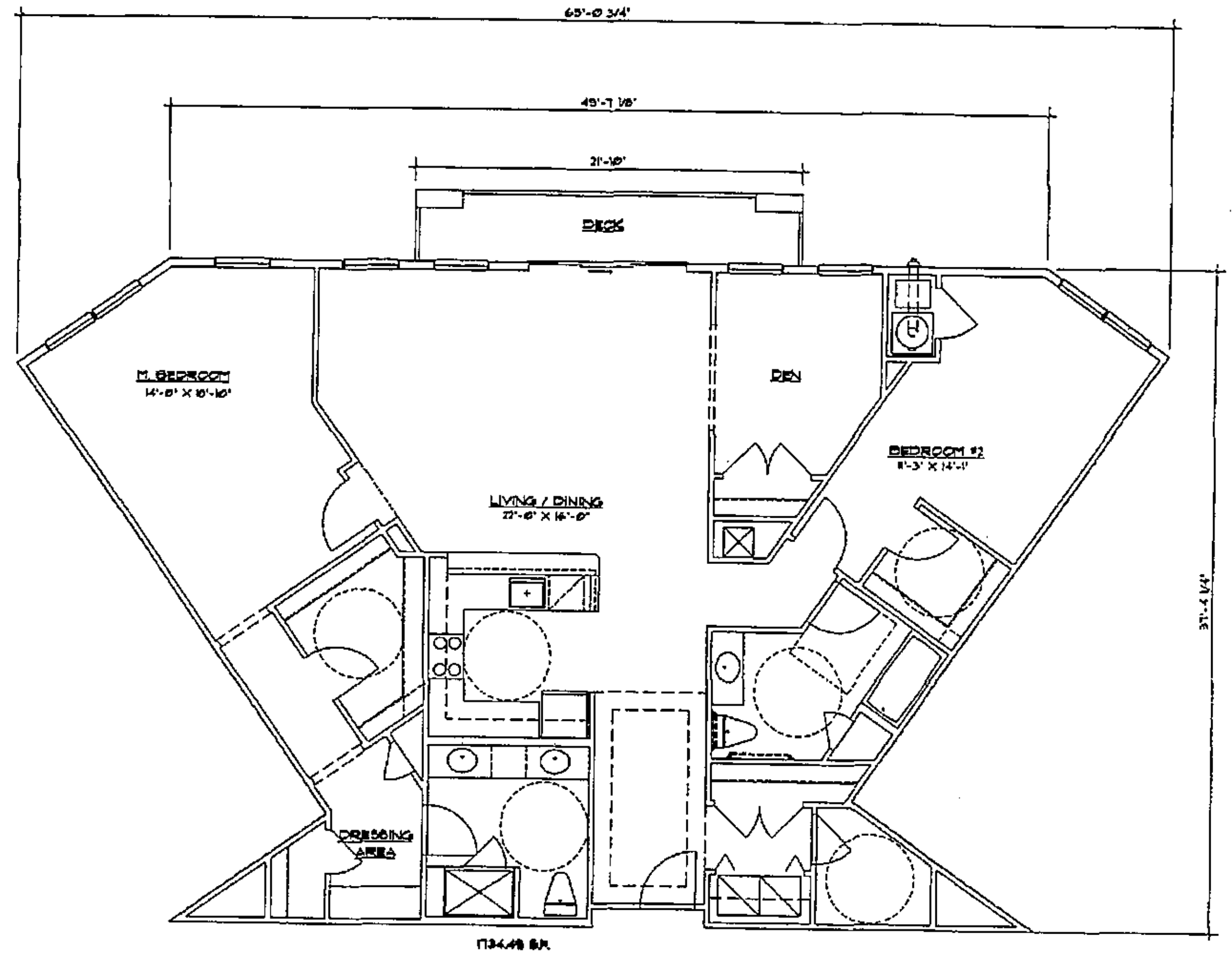
1301 S.F.

total 1786 S.F.



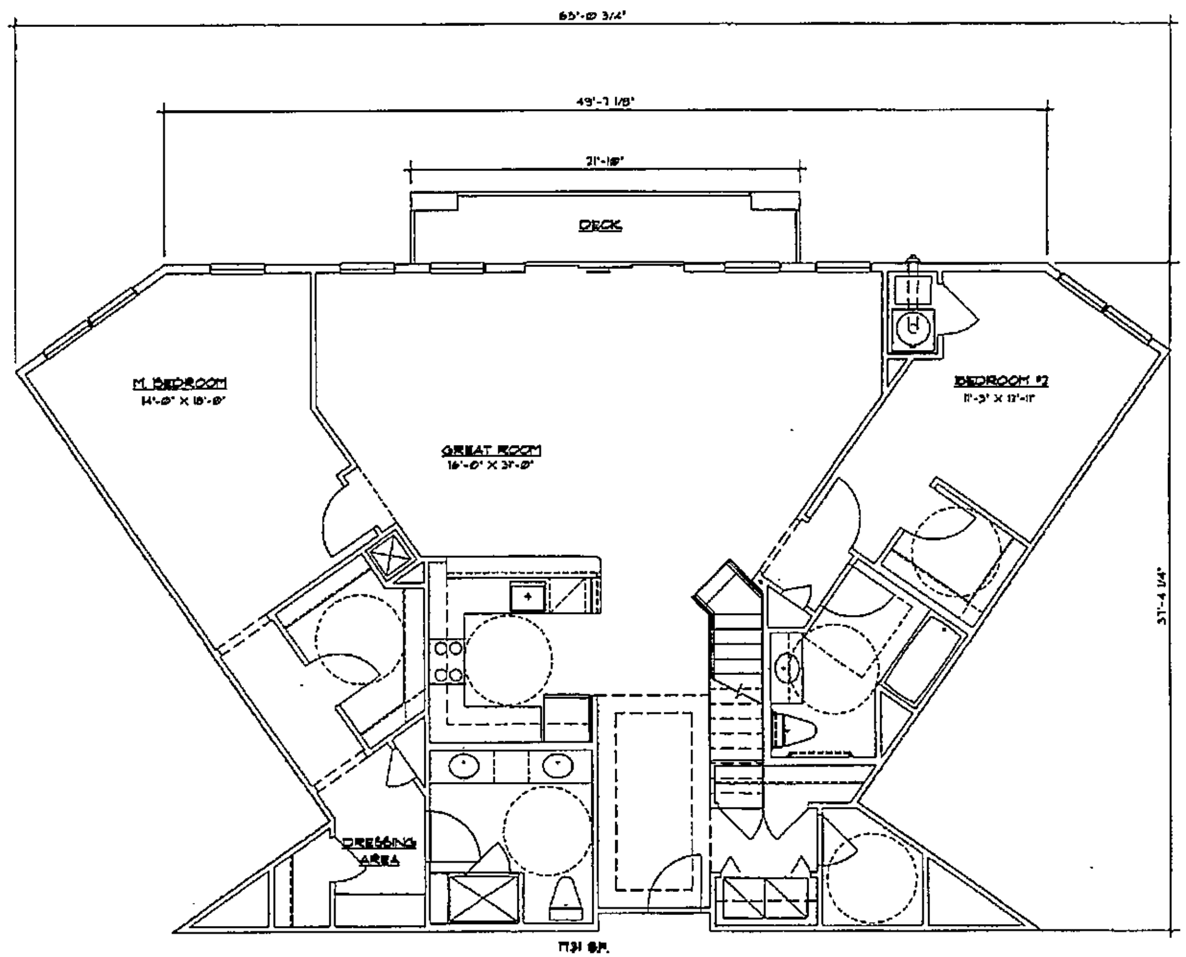


total 1893 S.F.



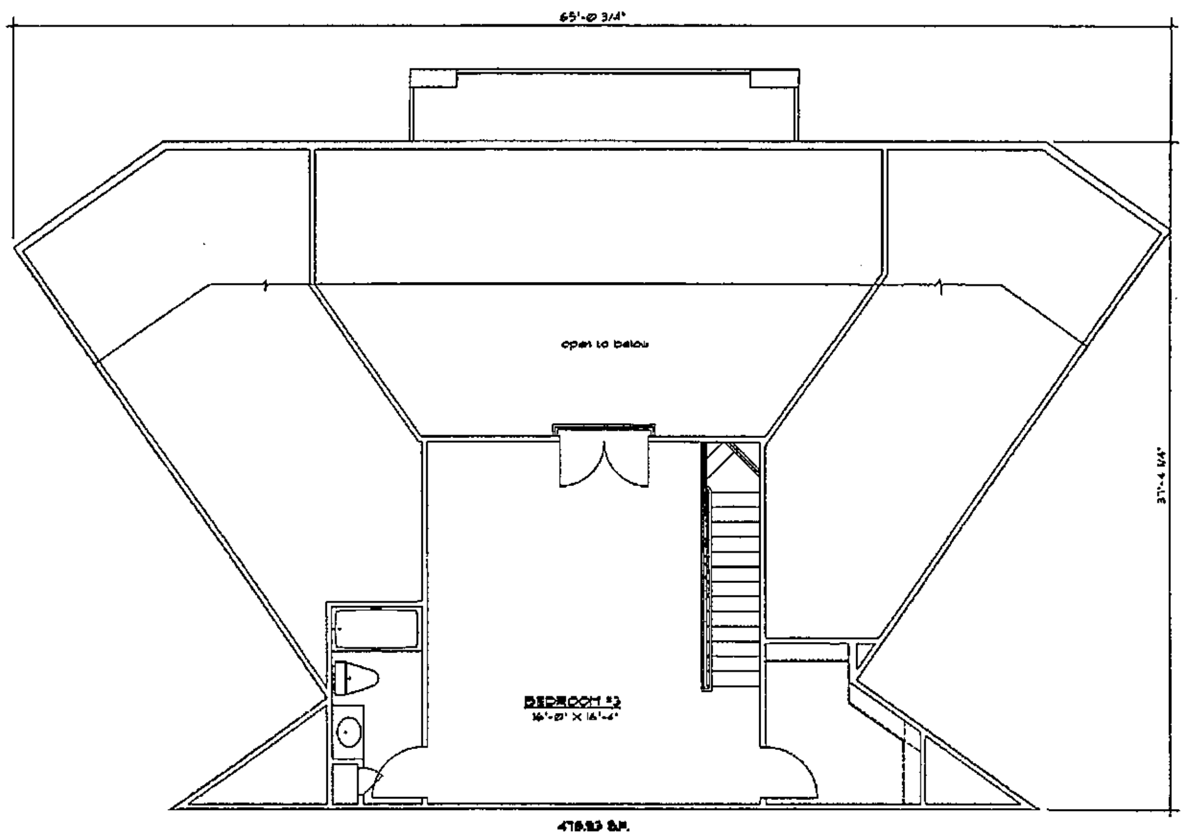
1734.49 S.F.

1734 S.F.

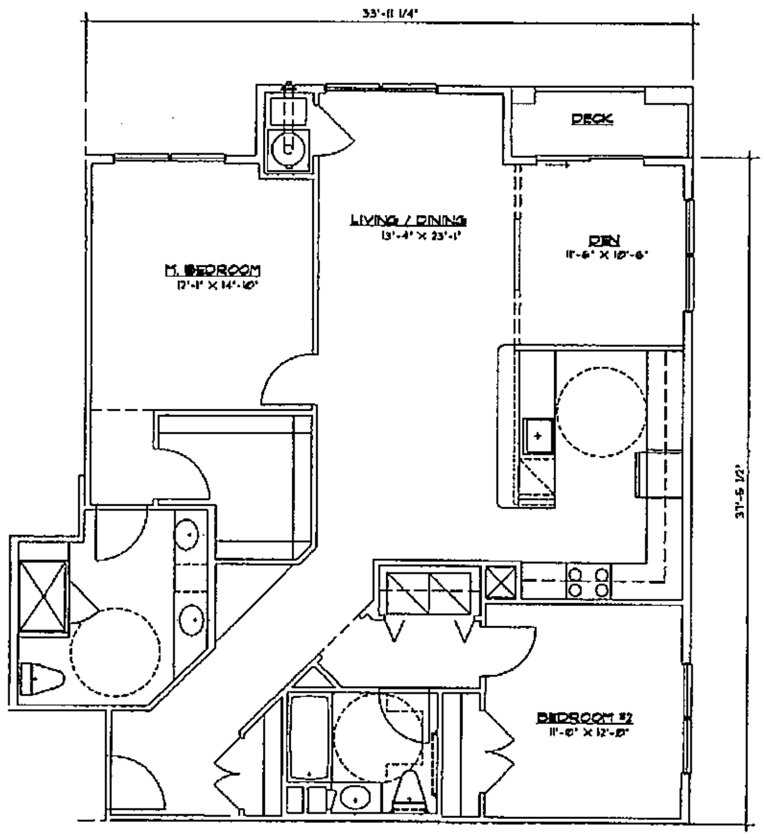


total 2210 s.f.

1

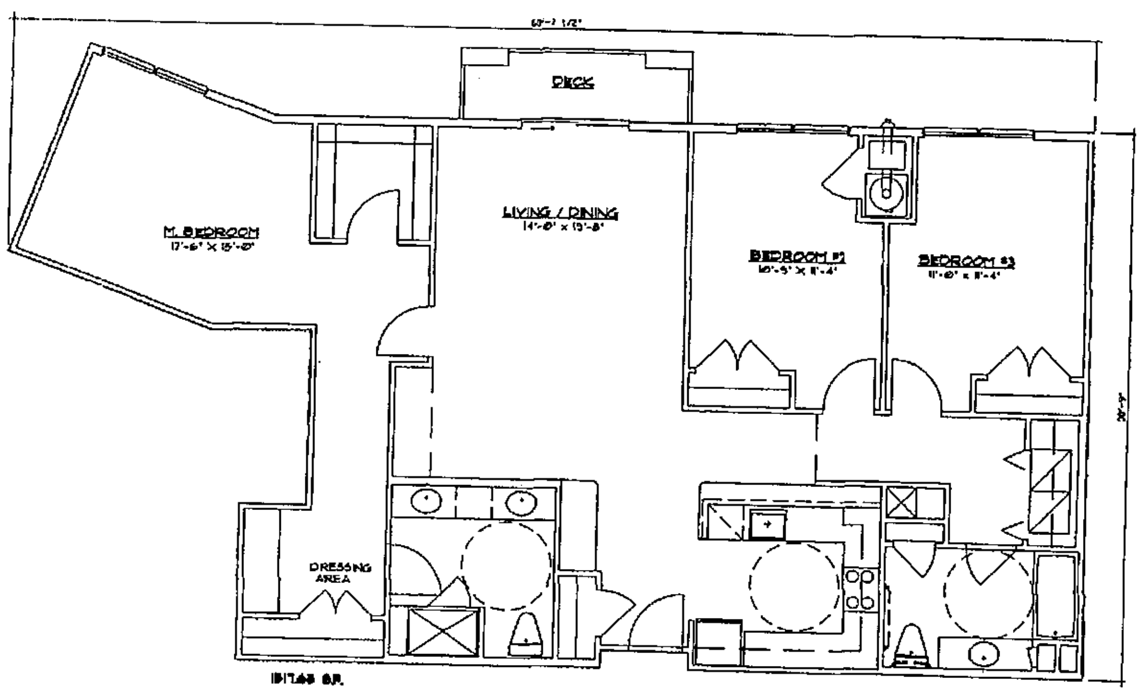

65'-0 3/4"
open to below
37'-4 1/4"
BEDROOM #3
16'-0" X 16'-4"
478.83 S.F.

UNIT “C”

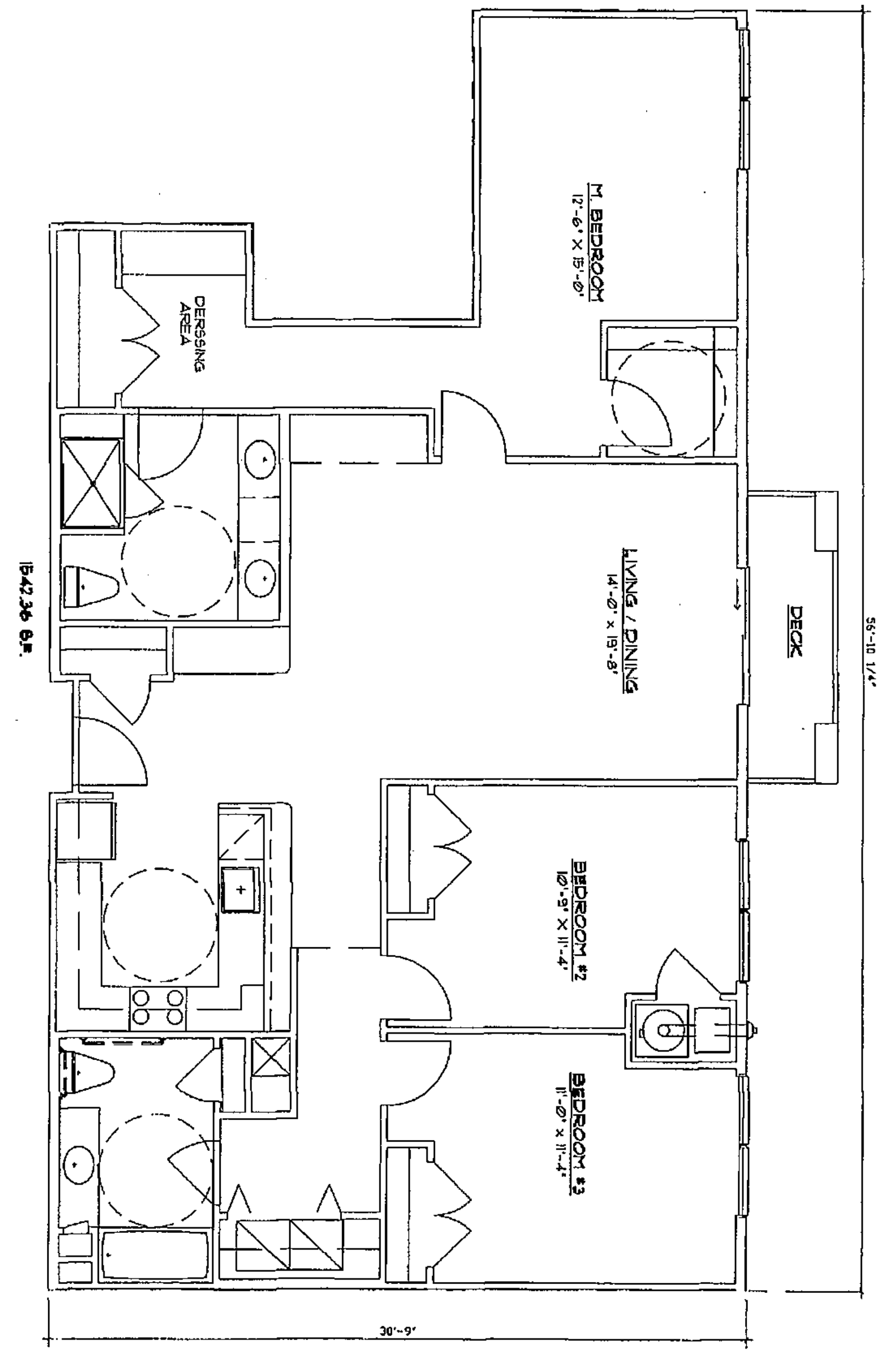


1362.42 S.F.

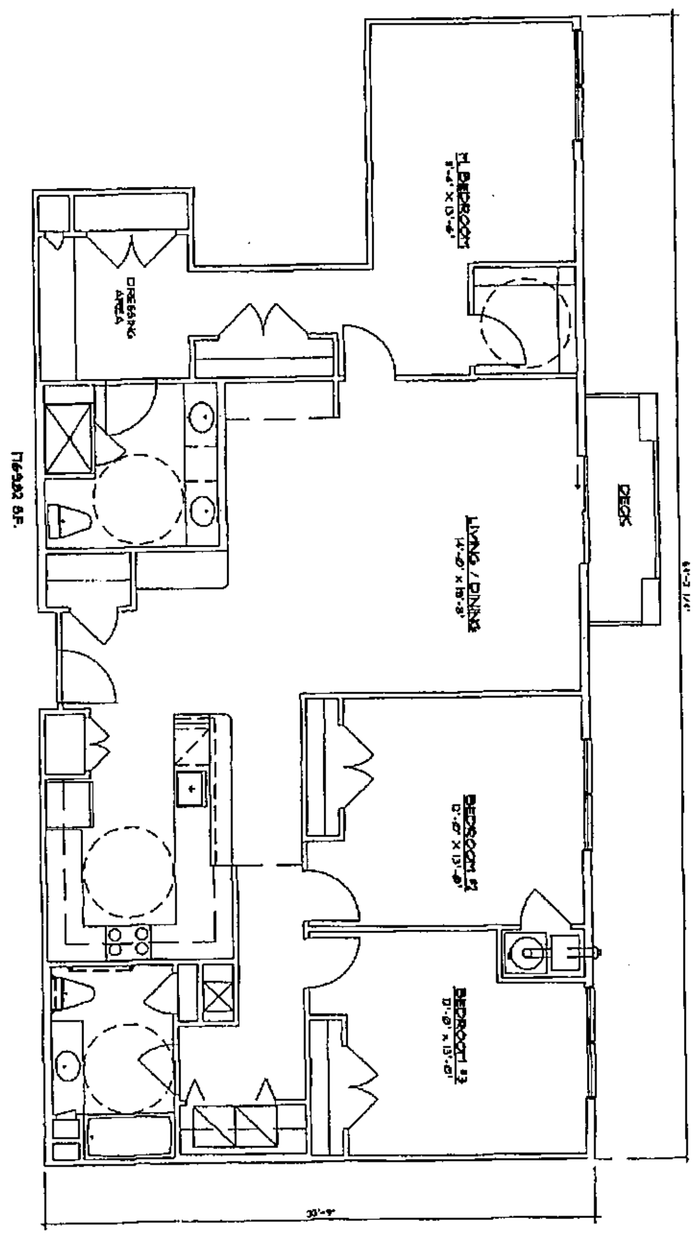
1362 S.F.


DECK
LIVING / DINING
14'-0" x 15'-8"
M. BEDROOM
17'-6" X 15'-0"
BEDROOM #2
BEDROOM #3
DRESSING AREA

1518 S.F.

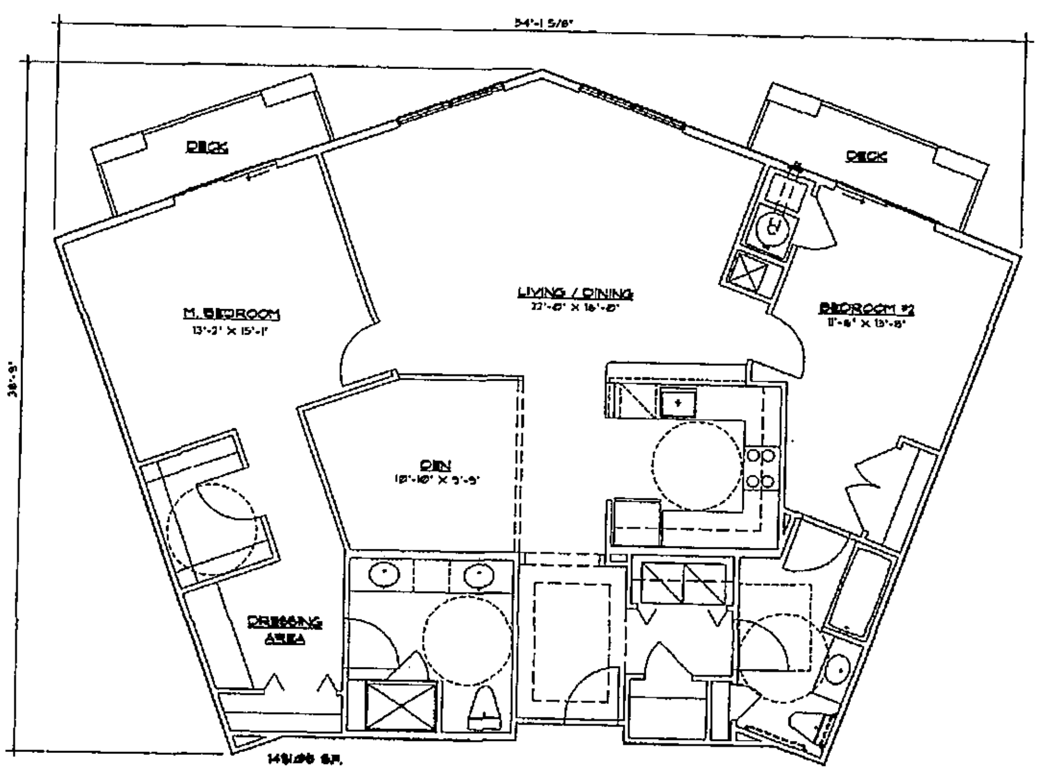

M. BEDROOM
12'-6" X 15'-0"
DERSSING
AREA
LIVING / DINING
14'-0" x 19'-8"
DECK
BEDROOM #2
10'-9" X 11'-4"
BEDROOM #3
11'-0" x 11'-4"
56'-10 1/4"
30'-9"
1542.36 S.F.

1542 S.F.


M. BEDROOM
DRESSING AREA
LIVING / DINING
DECK
BEDROOM #2
BEDROOM #3

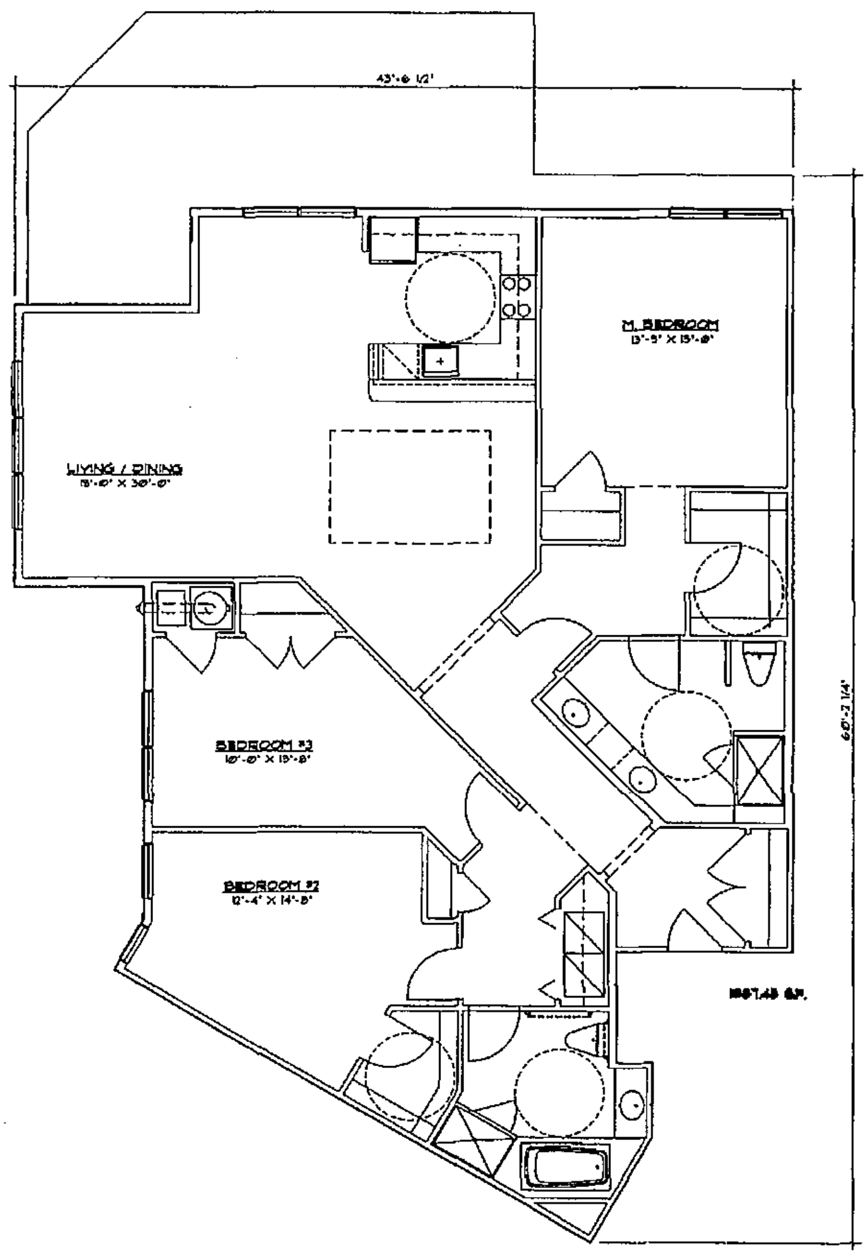
1770 S.F.

UNIT “D”



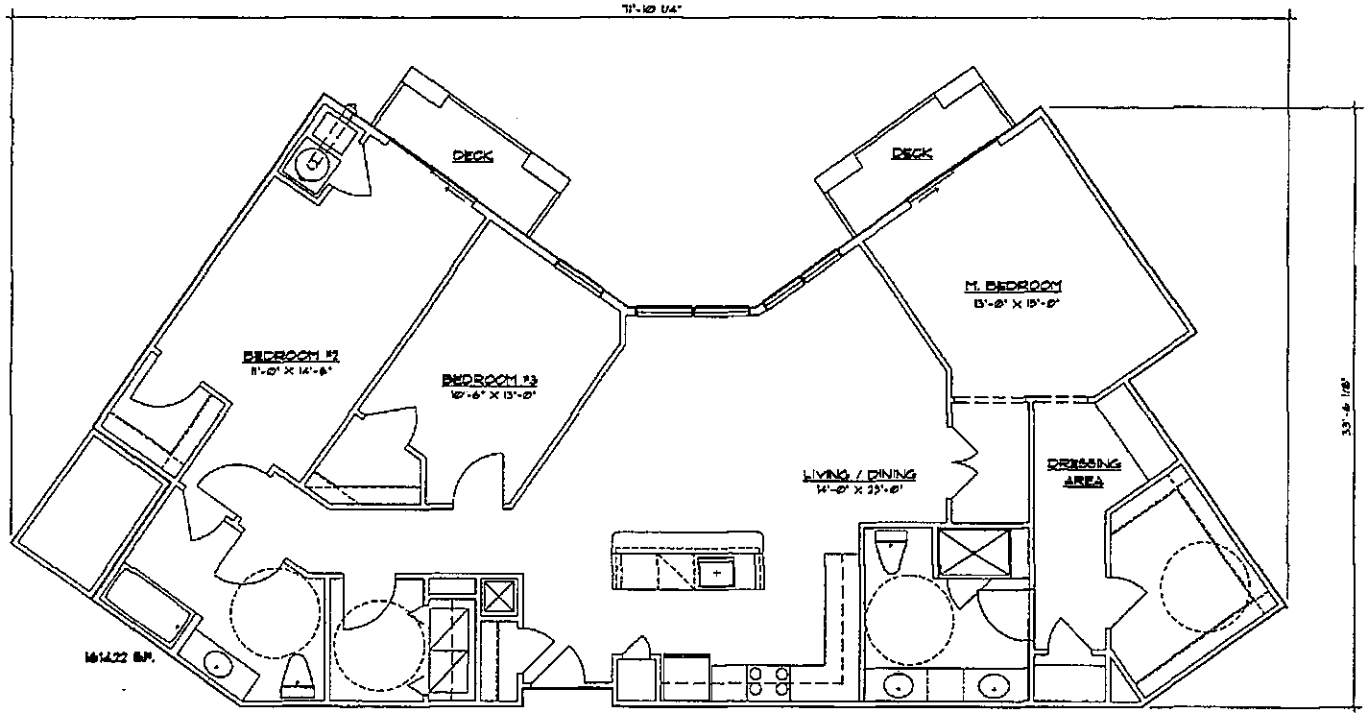
54'-1 5/8"
DECK
DECK
LIVING / DINING
M. BEDROOM
13'-2" X 15'-1"
BEDROOM #2
DEN
DRESSING
AREA

1491 S.F.


43'-6 1/2"
M. BEDROOM
LIVING / DINING
BEDROOM #3
BEDROOM #2
12'-4" X 14'-8"
60'-2 1/4"

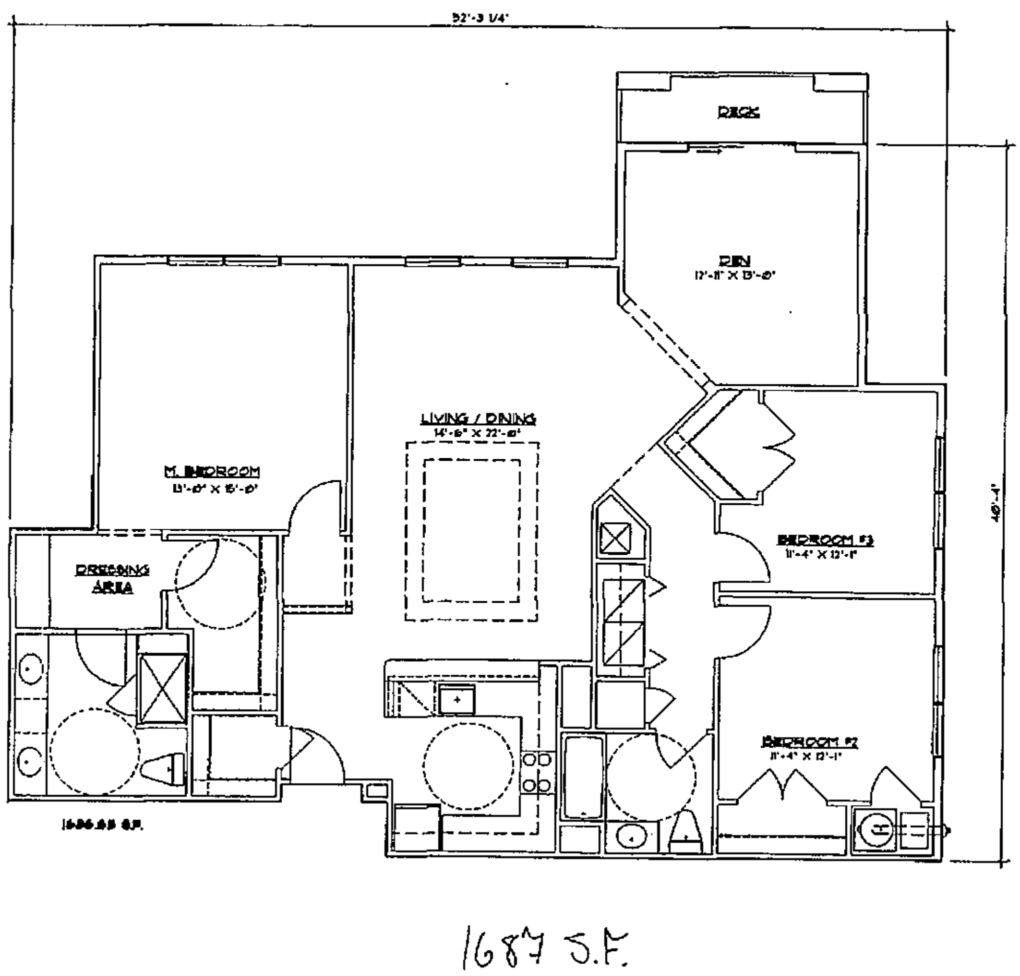
1887 S.F.

UNIT "E"


71'-10 1/4"
DECK
DECK
BEDROOM #2
11'-0" X 14'-6"
BEDROOM #3
10'-6" X 13'-0"
M. BEDROOM
13'-0" X 15'-0"
LIVING / DINING
14'-0" X 23'-0"
DRESSING
AREA
1614.22 S.F.
33'-6 1/8"

1614 S.F.

UNIT "F"


52'-3 1/4"
DECK
DEN
12'-11" X 13'-0"
LIVING / DINING
14'-6" X 22'-0"
M. BEDROOM
13'-0" X 15'-0"
DRESSING AREA
BEDROOM #3
11'-4" X 12'-1"
BEDROOM #2
11'-4" X 12'-1"
40'-4"

1687 S.F.

EXHIBIT D

SCHEDULE OF PERCENTAGE INTERESTS IN COMMON ELEMENTS

FOUR SEASONS AT BRIDGEWATER
A CONDOMINIUM
TOWNSHIP OF BRIDGEWATER, COUNTY OF SOMERSET,
STATE OF NEW JERSEY

SCHEDULE OF UNDIVIDED PERCENTAGE INTEREST
IN COMMON ELEMENTS

ALL UNITS HAVE ONE DECK
AND ONE ASSIGNED PARKING SPACE
AS LIMITED COMMON ELEMENTS

BUILDING	UNIT	UNIT TYPE	BLOCK	LOT	QUALIFIER	UNDIVIDED % INTEREST IN COMMON ELEMENTS
1 or 1001	A1		601	104.03		0.64%
1 or 1001	B1		601	104.03		0.64%
1 or 1001	C1		601	104.03		0.64%
1 or 1001	D1		601	104.03		0.64%
1 or 1001	E1		601	104.03		0.64%
1 or 1001	F1		601	104.03		0.64%
1 or 1001	G1		601	104.03		0.64%
1 or 1001	H1		601	104.03		0.64%
1 or 1001	I1		601	104.03		0.64%
1 or 1001	J1		601	104.03		0.64%
1 or 1001	K1		601	104.03		0.64%
1 or 1001	L1		601	104.03		0.64%
1 or 1001	M1		601	104.03		0.64%
1 or 1001	N1		601	104.03		0.64%
1 or 1001	O1		601	104.03		0.64%
1 or 1001	P1		601	104.03		0.64%
1 or 1001	Q1		601	104.03		0.64%
1 or 1001	A2		601	104.03		0.64%
1 or 1001	B2		601	104.03		0.64%
1 or 1001	C2		601	104.03		0.64%
1 or 1001	D2		601	104.03		0.64%
1 or 1001	E2		601	104.03		0.64%
1 or 1001	F2		601	104.03		0.64%
1 or 1001	G2		601	104.03		0.64%
1 or 1001	H2		601	104.03		0.64%
1 or 1001	I2		601	104.03		0.64%
1 or 1001	J2		601	104.03		0.64%
1 or 1001	K2		601	104.03		0.64%
1 or 1001	L2		601	104.03		0.64%
1 or 1001	M2		601	104.03		0.64%
1 or 1001	N2		601	104.03		0.64%
1 or 1001	O2		601	104.03		0.64%
1 or 1001	P2		601	104.03		0.64%
1 or 1001	Q2		601	104.03		0.64%
1 or 1001	A3		601	104.03		0.64%
1 or 1001	B3		601	104.03		0.64%
1 or 1001	C3		601	104.03		0.64%
1 or 1001	D3		601	104.03		0.64%
1 or 1001	E3		601	104.03		0.64%
1 or 1001	F3		601	104.03		0.64%
2 or 1002	A1		601	104.03		0.64%
2 or 1002	B1		601	104.03		0.64%
2 or 1002	C1		601	104.03		0.64%
2 or 1002	D1		601	104.03		0.64%
2 or 1002	E1		601	104.03		0.64%
2 or 1002	F1		601	104.03		0.64%
2 or 1002	G1		601	104.03		0.64%
2 or 1002	H1		601	104.03		0.64%

BUILDING	UNIT	UNIT TYPE	BLOCK	LOT	QUALIFIER	UNDIVIDED % INTEREST IN COMMON ELEMENTS
2 or 1002	I1		601	104.03		0.64%
2 or 1002	J1		601	104.03		0.64%
2 or 1002	K1		601	104.03		0.64%
2 or 1002	L1		601	104.03		0.64%
2 or 1002	M1		601	104.03		0.64%
2 or 1002	N1		601	104.03		0.64%
2 or 1002	O1		601	104.03		0.64%
2 or 1002	A2		601	104.03		0.64%
2 or 1002	B2		601	104.03		0.64%
2 or 1002	C2		601	104.03		0.64%
2 or 1002	D2		601	104.03		0.64%
2 or 1002	E2		601	104.03		0.64%
2 or 1002	F2		601	104.03		0.64%
2 or 1002	G2		601	104.03		0.64%
2 or 1002	H2		601	104.03		0.64%
2 or 1002	I2		601	104.03		0.64%
2 or 1002	J2		601	104.03		0.64%
2 or 1002	K2		601	104.03		0.64%
2 or 1002	L2		601	104.03		0.64%
2 or 1002	M2		601	104.03		0.64%
2 or 1002	N2		601	104.03		0.64%
2 or 1002	O2		601	104.03		0.64%
2 or 1002	A3		601	104.03		0.64%
2 or 1002	B3		601	104.03		0.64%
2 or 1002	C3		601	104.03		0.64%
2 or 1002	D3		601	104.03		0.64%
2 or 1002	E3		601	104.03		0.64%
3 or 1003	A1		601	104.03		0.64%
3 or 1003	B1		601	104.03		0.64%
3 or 1003	C1		601	104.03		0.64%
3 or 1003	D1		601	104.03		0.64%
3 or 1003	E1		601	104.03		0.64%
3 or 1003	F1		601	104.03		0.64%
3 or 1003	G1		601	104.03		0.64%
3 or 1003	H1		601	104.03		0.64%
3 or 1003	I1		601	104.03		0.64%
3 or 1003	J1		601	104.03		0.64%
3 or 1003	K1		601	104.03		0.64%
3 or 1003	L1		601	104.03		0.64%
3 or 1003	M1		601	104.03		0.64%
3 or 1003	N1		601	104.03		0.64%
3 or 1003	O1		601	104.03		0.64%
3 or 1003	P1		601	104.03		0.64%
3 or 1003	Q1		601	104.03		0.64%
3 or 1003	R1		601	104.03		0.64%
3 or 1003	S1		601	104.03		0.64%
3 or 1003	A2		601	104.03		0.64%
3 or 1003	B2		601	104.03		0.64%
3 or 1003	C2		601	104.03		0.64%
3 or 1003	D2		601	104.03		0.64%
3 or 1003	E2		601	104.03		0.64%
3 or 1003	F2		601	104.03		0.64%
3 or 1003	G2		601	104.03		0.64%
3 or 1003	H2		601	104.03		0.64%
3 or 1003	I2		601	104.03		0.64%
3 or 1003	J2		601	104.03		0.64%
3 or 1003	K2		601	104.03		0.64%
3 or 1003	L2		601	104.03		0.64%
3 or 1003	M2		601	104.03		0.64%
3 or 1003	N2		601	104.03		0.64%

BUILDING	UNIT	UNIT TYPE	BLOCK	LOT	QUALIFIER	UNDIVIDED % INTEREST IN COMMON ELEMENTS
3 or 1003	O2		601	104.03		0.64%
3 or 1003	P2		601	104.03		0.64%
3 or 1003	Q2		601	104.03		0.64%
3 or 1003	R2		601	104.03		0.64%
3 or 1003	S2		601	104.03		0.64%
3 or 1003	A3		601	104.03		0.64%
3 or 1003	B3		601	104.03		0.64%
3 or 1003	C3		601	104.03		0.64%
3 or 1003	D3		601	104.03		0.64%
3 or 1003	E3		601	104.03		0.64%
3 or 1003	F3		601	104.03		0.64%
4 or 1004	A1		601	104.03		0.64%
4 or 1004	B1		601	104.03		0.64%
4 or 1004	C1		601	104.03		0.64%
4 or 1004	D1		601	104.03		0.64%
4 or 1004	E1		601	104.03		0.64%
4 or 1004	F1		601	104.03		0.64%
4 or 1004	G1		601	104.03		0.64%
4 or 1004	H1		601	104.03		0.64%
4 or 1004	I1		601	104.03		0.64%
4 or 1004	J1		601	104.03		0.64%
4 or 1004	K1		601	104.03		0.64%
4 or 1004	L1		601	104.03		0.64%
4 or 1004	M1		601	104.03		0.64%
4 or 1004	N1		601	104.03		0.64%
4 or 1004	O1		601	104.03		0.64%
4 or 1004	A2		601	104.03		0.64%
4 or 1004	B2		601	104.03		0.64%
4 or 1004	C2		601	104.03		0.64%
4 or 1004	D2		601	104.03		0.64%
4 or 1004	E2		601	104.03		0.64%
4 or 1004	F2		601	104.03		0.64%
4 or 1004	G2		601	104.03		0.64%
4 or 1004	H2		601	104.03		0.64%
4 or 1004	I2		601	104.03		0.64%
4 or 1004	J2		601	104.03		0.64%
4 or 1004	K2		601	104.03		0.64%
4 or 1004	L2		601	104.03		0.64%
4 or 1004	M2		601	104.03		0.64%
4 or 1004	N2		601	104.03		0.64%
4 or 1004	O2		601	104.03		0.64%
4 or 1004	A3		601	104.03		0.64%
4 or 1004	B3		601	104.03		0.64%
4 or 1004	C3		601	104.03		0.64%
4 or 1004	D3		601	104.03		0.64%
4 or 1004	E3		601	104.03		0.64%

EXHIBIT E

BYLAWS

BYLAWS

OF

FOUR SEASONS AT BRIDGEWATER CONDOMINIUM ASSOCIATION, INC.

DATE: NOVEMBER 4, 2003

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BYLAWS

OF

FOUR SEASONS AT BRIDGEWATER CONDOMINIUM ASSOCIATION, INC.

1.00 Applicability, Member, Membership and Definitions

1.01 Purpose

These Bylaws shall be applicable to Four Seasons at Bridgewater Condominium Association, Inc., a non-profit corporation of the State of New Jersey ("Association"); to all of the Members thereof; to the community, recreation or other facilities owned or maintained by the Association and to Four Seasons at Bridgewater, a Condominium, which is now, or may hereinafter be created or expanded ("Condominium").

In accordance with N.J.A.C. 5:26-8.2, the Association, subject to its Certificate of Incorporation, the Master Deed, these Bylaws, or other instruments of creation, if any, (a) may do all that it is legally entitled to do under the laws applicable to its form of organization; (b) must discharge its powers in a manner that protects and furthers the health, safety and general welfare of community residents; and (c) must provide a fair and efficient procedure for resolution of disputes between individual Unit Owners and the Association, and between different Unit Owners, that is to be available as an alternative to litigation.

1.02 Persons Subject to These Bylaws

All present and future Unit Owners and tenants, their guests, licensees, agents, employees and any other person permitted to use the property managed and controlled by the Association or of the Condominium are subject to these Bylaws and to the Rules and Regulations adopted by the Association to govern the conduct of its members. Acquisition, rental or occupancy of any Unit means that the Owner, tenant or occupant has accepted and ratified these Bylaws, the Master Deed and the Rules and Regulations and their Amendments and Supplements and will comply with them.

1.03 Definition of Terms

Unless it is plainly evident from the context that a different meaning is intended, as used throughout these Bylaws, all definitions set forth in the Master Deed for the Condominium or in N.J.S.A. 46:8B-3 are incorporated herein by reference.

(A) "Member" means every person, firm, association, corporation or other legal entity, including the Sponsor, who is a record owner or co-owner of the fee title to any Unit is a Member of the Association; provided, however, that any person, firm, association, corporation, or legal entity who holds such title or interest merely as a security for the performance of an obligation (including but not limited to mortgagees or trustees under deeds of trust) is not a Member of the Association.

(B) "Sponsor" means K. Hovnanian at Bridgewater I, L.L.C., its successors and assigns who have the right to construct Units.

1.04 Rights of Members

Association membership is limited to Condominium Unit Owners, however, when a Unit's title is vested in two or more persons, such Co-Owners are entitled jointly to only one vote for that Unit, except as otherwise set forth in Article 3.07 hereof.

If a Member leases or permits others to occupy a Unit, the tenant or occupant and not the Member-Owner (except as a guest) is permitted to enjoy the Association's recreation and community facilities, if any. The tenant or occupant cannot vote in Association affairs unless the Member permits that person to exercise the proxy vote of the Member. The use of Association community and recreation facilities, if any, is limited to occupants of Units and their guests.

Every lawful transfer of title to a Member's Unit includes membership in the Association, and upon making such transfer the previous Owner's membership automatically terminates. Each Member, within seven days after execution of a contract to sell a Unit, must send written notice to the Association specifying the purchaser's name, address, and anticipated closing date.

Except as provided herein, membership in the Association may not be assigned or transferred and any attempt to do so is void and of no effect.

Evidence of Association membership and ownership of a Unit may be evidenced by a membership card issued to each Member of the Association.

2.00 Principal Office

The principal Association office is located initially at c/o Community Services Group, 1030 Clifton Avenue, Clifton, New Jersey 07013. It thereafter may be located at such other suitable and convenient place as may be permitted by law and designated by the Board.

3.00 Meetings of Members: Voting

3.01 Place of Meetings

All Association annual and special meetings will be held at the Association's principal office or such other suitable and convenient place as may be permitted by law and from time to time fixed by the Board and designated in the notices of such meetings.

3.02 Annual Meeting

All annual meetings of the Association Members will be held on the day and month of the year to be established by the Board, except that the first such annual meeting will be held not more than thirteen (13) months following the date of the incorporation of the Association. At each annual meeting after the first election of Board members by Unit Owners other than the Sponsor, the election of Trustees will be in accordance with Article 5.02 hereof. If the election of the Trustees is not held on the date designated herein for any annual meeting or at any adjournment of such meeting, the Board will cause the election to be held at a special meeting as soon thereafter as may be convenient. At such special meeting the Unit Owners may elect Trustees and transact other business with the same force and effect as at an annual meeting duly called and held. Each proxy or absentee ballot validly received for the originally scheduled meeting will remain in full force and effect for any such adjourned meeting or special meeting unless it is revoked or superseded by a later valid proxy. New proxies or absentee ballots may be received for any such subsequent meeting.

3.03 Notice of Annual Meeting

The Secretary must mail notices of annual meetings to each Association Member, directed to their last known post office address as shown on the Association records, by regular mail with proper postage affixed. Such notice shall be mailed not less than ten days nor more than twenty (20) days before the date of such meeting and state the date, time, place and purpose of the meeting. In lieu of mailing, notices may be delivered to Members in the manner provided in Article 18.03 hereof.

3.04 Special Meetings

The President may call a special meeting of the Association Members. The President must call a special meeting of Association Members whenever directed to do so by resolution of a majority of the Board or upon presentation to the Secretary of a petition signed by 33 1/3 percent (33-1/3%) of the Members entitled to vote at such meeting.

3.05 Notice of Special Meetings

The Secretary must mail notice of special meetings to each Association Member in the manner provided in Article 3.03 hereof, except that special meeting notices must be mailed not less than five nor more than ten days before the date fixed for such meeting. In lieu of mailing, notices may be delivered to Members in the manner provided in Article 18.03 hereof. No other business may be transacted at any special meeting except that stated in the notice thereof unless by consent of two-thirds (2/3) of the Members present, either in person or by proxy.

3.06 List of Members

The Secretary must compile and keep at the Association's principal office a complete and up to date list of all Members, their last known post office addresses, the number of Units owned and the parking spaces assigned to their Units. This list will be open to inspection by Members and other persons lawfully entitled to inspect same upon reasonable request during regular business hours. Each Unit Owner must advise the Association of any change to their current mailing address.

3.07 Voting, Judges

Only Owners who are Members in good standing as defined in Article 3.08 hereof are entitled to vote on questions submitted to the Association membership. Unless a different vote is mandated by the Certificate of Incorporation, these Bylaws or the Master Deed a majority present in person or by proxy at any duly constituted membership meeting who are entitled to vote is sufficient on questions submitted to a membership vote. Any vote on questions other than Trustee elections need not be taken by ballot, unless (a) the meeting chairperson determines balloting to be advisable, or (b) a majority of the votes present in person, by proxy or mail ballot submitted for the meeting and entitled to vote on the question determines that a ballot vote on the question submitted should be taken. Each Unit has one vote in the Association. A Member is entitled to one vote for each Unit owned. Votes may be cast in person, by proxy or by absentee ballot. When more than one person owns a Unit, the vote for that Unit will be exercised as the co-owners determine among themselves. When one or more co-owners sign a proxy or purports to vote for their co-owners, such votes will be counted without verification by the judges; except if one or more of the other co-owners is present and objects to such votes, or if not present, submits a proxy or objects in writing delivered to a Trustee before the votes are counted. If co-owners disagree as to votes, then the votes will be split equally among the co-owners. In all other instances a vote by a Unit's co-owners is not divisible.

If at any meeting of the Members a vote by ballot is to be taken, the meeting's chairperson must appoint two (2) persons to act as judges with respect to the ballots, proxies or absentee ballots on the vote to be taken. The judges must first subscribe an oath to faithfully execute the duties of a judge with strict impartiality and according to the best of their ability. Judges decide on the qualifications of voters; report the number of votes represented at the meeting, participating by proxies or absentee ballots and entitled to vote on the questions presented; conduct and accept the votes; and, when the voting is completed, ascertain and report the number of votes for and against the questions. At Trustees elections the number of votes received by each candidate are not reported. Reports of judges must be in writing and subscribed and delivered by them to the Secretary of the meeting, or, in the case of a proxy or absentee ballot, the Secretary of the Board. Judges need not be Association Members and any Association officer or Trustee may be a judge on any question, other than a vote on their own election to an Association position or other question in which they may be directly interested.

3.08 Good Standing

A Member is in "good standing" and entitled to vote at any meeting of the Association, to run for a seat on the Board and to use all Common Elements if, and only if, that Member has fully paid all assessments or fines made or levied against that Member or their Unit by the Board or the ADR Committee as herein provided, together with all interest, costs, attorney or paraprofessional fees, penalties and other expenses, if any, properly chargeable to that Member or against their Unit. As relates to voting, said payment must be made in full and delivered to the Treasurer or management agent at least five (5) calendar days before the date fixed for an annual or special meeting for a Unit Owner to be in good standing to vote at such meeting.

3.09 Quorum

Except as otherwise provided in the Bylaws or by law, the presence in person, by proxy or absentee ballot of Members representing 25 percent (25%) of the total number of votes in the Association constitutes a quorum at meetings of the Members. If any Member meetings cannot occur due to a quorum not being present, the Members present in person or by proxy or absentee ballot may adjourn the meeting. For any adjourned meeting, no further notice of the adjourned date need be given to Members. To establish a quorum at that meeting, the number of Members that were present either in person, by proxy or absentee ballot at any meeting adjourned due to the lack of a quorum, are considered present at any subsequent meetings of the original adjourned meeting, except that issues not expressly voted on in any proxies or absentee ballots cannot be counted.

3.10 Proxies, Absentee Ballots and Mail Ballots

(A) Votes may be cast either in person, by proxy or by absentee ballots. All proxies, mail and absentee ballots must be in writing, signed by at least one Unit Owner and on the form prescribed by and filed with and received by the Secretary at least two (2) calendar days before the time designated for each meeting in the notice thereof. All proxies, mail and absentee ballots must be verified as accurate in accordance with the procedures adopted by the Board. Proxies are not valid for longer than eleven (11) months from their date. Determining the validity or invalidity of all proxies, mail and absentee ballots will be made in the Board's sole discretion.

(B) **Ballot by Mail.** In lieu of calling a Membership meeting, the Board may submit any question or election, other than an election of Board members by Unit Owners other than the Sponsor, to a vote of the Members by mail balloting. No ballot by mail is valid unless the signatures of the Owners submitting it have been verified on the ballot according to procedures adopted by the Board. The Board appoints judges to tabulate the mail ballots, whose report is to be included in the minute book. To conduct a mail ballot on questions submitted to a vote of Members, the Board must serve a notice on all Members, which must state: (i) with specificity the terms of the motions or questions on which the vote is to be taken; (ii) the date by which the ballots must be received by the Association and the address to which the mail ballots must be sent in order to be counted; (iii) that only the official mail ballot enclosed with the notice is to be used for voting; and (iv) the date upon which the action contemplated by the motions or questions will be effective, which date cannot be less than ten (10) calendar days after the date the mail ballots must be received. No action contemplated by the question submitted to a mail ballot can be taken unless a majority of Members in good standing on the motions or questions presented submit mail ballots approving such action. To conduct a mail ballot for an election of Trustees (other than an election of Board members by Unit Owners other than the Sponsor), the Board must serve a notice on all Members in good standing, which: (i) provides an official ballot for the purposes of the election; and (ii) states the date by which the ballot must be received and the address to which the ballot must be sent in order to be counted.

3.11 Capital Expenditures

All Member decisions on Capital Expenditures require for passage the affirmative vote of at least 67 percent (67%) of the Members in good standing. Capital Expenditures is defined for purposes herein as the expenditure of money for any single item with a life expectancy in excess of one year and for which the initial cost exceeds $15,000.00, increased by the percentage of increase in the Consumer Price Index for the Standard Metropolitan Statistical Area within which the Condominium is located, from the date of recording of the Master Deed. The Board is governed in making Capital Expenditures by decisions of the Members as provided in this Article. For so long as the Sponsor holds a majority of the Board seats, the Sponsor cannot make any additions, alterations, improvements or purchases that necessitate a special assessment or a substantial increase in the monthly Common Expense Assessment unless required by a governmental agency, title insurance company, mortgage lender or in the event of an emergency. Repairs, maintenance, or replacement of Buildings, Common Elements, recreation facilities or other Association property, real or personal, are not subject to this Article.

3.12 Order of Business

The order of business at all annual meetings of the Members and at special meetings, so far as practicable, will be:

(A) Calling of the roll and certifying of proxies.
(B) Proof of notice of meeting or waiver.
(C) Reading of minutes of preceding meeting.
(D) Reports of Officers.
(E) Reports of committees.
(F) Appointment of inspectors of election.
(G) Election of Board.
(H) Unfinished business.
(I) New business.
(J) Election of Officers.
(K) Adjournment

4.00 Obligations of Members

4.01 Compliance with Condominium Documents

Members must comply strictly with the Master Deed, these Bylaws and the Rules and Regulations adopted pursuant hereto and as they are lawfully amended from time to time and with the ADR, conditions and restrictions set forth in the deed to their Unit and in the records of the county Recording Officer as applies to their Unit and the Condominium. Failure to so comply is grounds, to the extent permitted by law, for the levying of a fine or bringing of a civil action to recover sums due, for all applicable types of damages or injunctive relief, plus court costs and reasonable attorney and paraprofessional fees. Such an action can be brought by the Association on its own behalf or on behalf of the Members, or in a proper case, by an aggrieved Member. The Board at its discretion may adopt Rules and Regulations that are in addition to and supplement on restrictions on the Owners' use of the Common Elements and Units. As long as the Rules and Regulations are consistent with the intent and purposes herein, they are not deemed to be amendments to the Master Deed, Bylaws or the Association's Certificate of Incorporation. Copies of the Rules and Regulations must be kept and available for inspection during regular business hours at the Association's principal office.

4.02 Suspension of Rights

Except as stated in Article 3.08 hereof the membership and voting rights of any Member and their (or their tenant's) rights to use the Common Elements or any recreation facilities may be suspended by the Board for any period during which any assessment or fines levied against the Unit to which such membership is appurtenant remains unpaid; but upon payment of such assessments and any interest accrued thereon, whether by check or cash, all rights and privileges of membership, except as set forth in Article 3.08 hereof, are immediately and automatically restored. When Rules and Regulations governing the use of the Common Elements and the conduct of persons have been adopted and published, the rights and privileges of any person in violation thereof may be suspended at the Board's discretion for a period not to exceed thirty (30) days for any single non-continuous violation. If the violation is of a continuing nature, such rights and privileges may be suspended indefinitely until the violation is abated. No such action may be taken by the Board until the Unit Owner and the occupant, if any, is afforded an opportunity for a hearing consistent with Article 19 hereof.

4.03 Contribution to Capital

Except as set forth below, each Unit Owner must pay to the Association on acquiring title to a Unit a non-refundable and non-transferable contribution to the working capital of the Association in the amount equal to three (3) months of the then current annual Common Expense Assessment (i.e., maintenance fee) for the Unit in effect at the time of acquisition of the Unit. Payment is a condition precedent to the exercise of Association membership rights. The Board at its sole discretion may use any contributions to working capital for operating deficits, capital expenditures to offset anticipated budget increases, or allocate same to any operating contingency or repair and replacement reserves or for any other lawful purpose. Upon the initial acquisition and any subsequent transfer of title to a Unit any unpaid capital contribution are a lien on the Unit in the same way as unpaid Common Expense or other assessment attributable to the Unit.

If the Sponsor conveys Units to a purchaser who leases one or more of them back to the Sponsor for use as models, offices or for other uses, then the Owner of those Units will make contributions to the working capital of the Association for those Units leased to the Sponsor when that Owner acquires title to them from the Sponsor. Upon the Unit Owner's resale of each of those Units after the Sponsor's use of them ceases, the purchaser of the Unit must pay the contribution to the working capital of the Association then in effect. Nothing herein absolves the Owner of any Unit used by the Sponsor for models, offices or otherwise (except the Sponsor) from being responsible for satisfying all Assessments made against that Owner's Units.

4.04 Escrow Deposit

For non-payment of an assessment or fine levied on a Unit, which has been delinquent for at least thirty (30) days, the Board at its sole discretion and upon ten (10) days notice to the delinquent Unit Owners, may require such Unit Owners to deposit with the Association, in escrow, a sum not to exceed three (3) months of the then current annual Common Expense Assessment or maintenance fee for the Unit. Any such escrow deposit will be held by the Association in an interest-bearing account, which will not be combined with other assets of the Association, with the interest accruing to the benefit of the Association. Said escrow deposit, by Board resolution, may be applied and drawn upon in the event of a default of the Unit Owner for the payment of any assessment, fine, fees or other charges levied by the Board or its committees against the Unit. The Board, on ten (10) days' notice, may further order the Unit Owner to replenish any amounts so drawn upon. Upon the sale of any such Unit any escrow monies will be refunded or assigned, without interest, to the extent that the deposit has not been applied against the obligations of the Unit Owner and Unit to the Association. The Board's rights under this Article 4.04 are in addition to its right to accelerate assessments under Article 5.11(U) hereof.

4.05 Leases and Assignment of Lease and Rents, Right to Evict

(A) Every Unit not occupied by one or more of its record Owners must be the subject of a written lease memorializing the terms of the parties understanding as to occupancy and signed by the Unit Owner and occupant. If it is silent as to rent or use and occupancy fees, the reasonable market rate for comparable rentals in the general geographic area will be imputed.

(B) All leases must be subject to and include the following terms:

"The owner (or landlord, as applicable) assigns to the Four Seasons at Bridgewater Condominium Association, Inc. in which the owner is a member (herein referred to as the "Association"), all right, title and interest in, to and under the lease together with all rents or other monies payable to the owner by the tenant up to the amount of common expense or other assessments or other obligations due from the owner to the Association. Despite this assignment, the owner is free to collect all rents or other monies due from the tenant unless and until the owner is delinquent in payment of assessments or other obligations owed to the Association. If the owner is so delinquent, and such delinquency continues for ten (10) or more days after the owner's receipt of written notice from the Association to cure the delinquency, the Association is authorized to: notify the tenant in writing of the owner's delinquency, the terms of this rent assignment, and of the Association's exercise of its right to collect in the owner's name as assignee any rents accrued and unpaid as well as the rents thereafter accruing and becoming payable until the owner is no longer delinquent and the Association notifies the owner and the tenant of same in writing. Upon receipt of written demand from the Association pursuant to the terms hereof, every tenant must remit the rent due under their lease to the Association and the rents thereafter accruing, without being obligated to determine whether the owner is in fact delinquent in the payment of assessments or other obligations to the Association. The owner agrees that all payments made by the tenant to the Association as per the terms hereof shall fully and completely discharge the obligations of the tenant to the owner under the lease. The owner further agrees that the Association is not responsible for the control, care or management of the unit or for carrying out any of the owner's duties as landlord as set forth or implied from the lease or imposed by law; and that the Association and its officers, servants, agents and employees will in no event be liable to the tenant or others by reason of any loss, injury or damage sustained because of any dangerous condition existing in the unit or exercising the rights hereunder. The Board of Trustees of the Association may, on a case by case basis, agree to subordinate its rent assignment rights to an institutional mortgagee upon request by same.

Each owner hereby names and constitutes the Association as the owner's Attorney-in-Fact irrevocably for the purpose of taking any legal action against tenants or other occupants in the unit, including eviction pursuant to N.J.S.A. 2A:18-61, et seq. This Power-of-Attorney may be exercised by the Association if the tenant violates any of the provisions of the Master Deed, Bylaws or Rules and Regulations of the Association provided that the owner has not commenced an action to cure the violation of the Master Deed, Bylaws or Rules and Regulations within ten (10) days of receipt of notice of same from the Association. This Power-of-Attorney is to enable the Association to exercise against the tenant each right which the Association may have to enforce the Master Deed, Bylaws, or Rules and Regulations. If the Board of Trustees of the Association takes any such action, it may recover back against the owner any costs and expenses of such action, including but not limited to reasonable attorney and paraprofessional fees and costs."

(C) If the above required terms are not set forth in a lease, the recording of this Master Deed is notice to all subsequent tenants and Unit Owners of those terms as if they had been set forth in the lease. Each Unit Owner and tenant is estopped from objecting to the Association's exercise of its rights set forth above.

(D) The Owner must deliver to the Association a copy of each lease and renewal leases within ten (10) days of the Owner's execution of same.

5.00 Board of Trustees

5.01 Number, Qualifications and Compensation

(A) The Association's affairs are governed by a Board of Trustees consisting of five (5) persons, each of whom shall be either an Association Member or a designee serving at the pleasure of the Sponsor. Initially, all Board Members are designated by the Sponsor, who can change them at any time by notice to the Association. Sponsor may name Unit Owners to serve as Sponsor's Board designees. As long as Sponsor maintains a majority of the Board it cannot make additions, alterations, improvements or purchases that would necessitate a special assessment or a substantial increase in the monthly Common Expense Assessment unless required by a governmental agency, title insurance company, mortgage lender or in the event of an emergency. Nothing herein exculpates Sponsor-designated Board members from their fiduciary responsibilities. After control of the Association is turned over to the Unit Owners and by majority vote of the Association Members present at a meeting, provided that a quorum is met, the Association has the right to decrease the Board of Trustees from five (5) members to three (3) members.

(B) The following are the qualifications for nomination, appointment or election and service as a Unit Owner Trustee:

(i) Membership in good standing; and

(ii) Representation. Partnerships, corporations, fiduciaries or co-owners may designate one individual per Unit owned to be eligible for nomination, appointment or election as Trustees. Partnership designees must be members, employees or agents of the partnership. Corporate designees must be officers, stockholders, employees or agents of the corporation. Fiduciary designees must be fiduciaries, officers or employees of the fiduciary. Co-owners jointly holding membership in good standing may designate any one of themselves, but only one of them, to be eligible for nomination, appointment or election as a Trustee. However, in a case of any disagreement, the written consent of the majority in interest of such co-owners is required.

(C) All Trustees serve without compensation.

5.02 Election

Members of the Board of Trustees are elected as follows:

(A) Notice of all special meetings called for holding an election of Board members by Unit Owners other than the Sponsor must be given not less than twenty (20) days nor more than thirty (30) calendar days prior to the date of the meeting.

(B) Within sixty (60) days after the initial conveyance by the Sponsor to independent purchasers unrelated to the Sponsor of the first 25 percent (25%) or 40 Units of the total Units proposed to ultimately be constructed, the President must call a special meeting of Association Members at which Unit Owners other than the Sponsor may vote for and elect not less than 25 percent (25%) of the members of the Board (the "First Transition Election"). The remaining Trustees are Sponsor-designated.

(C) Within sixty (60) days after the initial conveyance by the Sponsor to independent purchasers unrelated to the Sponsor of the first 75 percent (75%) or 121 Units of the total Units proposed to ultimately be constructed, the President must call a special meeting of the Association Members at which Unit Owners other than the Sponsor may vote for and elect the remaining Trustees.

(D) Despite (B) and (C) above, the Sponsor may retain and continue to designate one member of the Board for as long as there are any Units remaining unsold in the regular course of its business.

(E) Sponsor, at its sole discretion, may surrender control of the Board before the time specified above, provided Unit Owners agree to assume control by majority vote of Unit Owners present and voting.

5.03 Term of Office

(A) Sponsor-designated Trustees serve until their respective successors have been qualified and elected at an election of Board members by Unit Owners other than the Sponsor.

(B) Trustees elected under Article 5.02 (B), (C) and (D) serve terms expiring at the annual meeting of the Members held in the second calendar year following the year in which they are elected. If at the expiration of any such terms Article 5.03 (C) does not yet apply, then successor Trustees are elected by Unit owners other than the Sponsor for terms of two years.

(C) At the first annual meeting of the Members after all Trustees are elected by Unit Owners other than the Sponsor, the terms of all Trustees automatically end and an election of all Trustees is held. At this election one Trustee is elected to serve a term of three years, one Trustee is elected to serve term of two years each, and one is elected to serve a term of one year. Thereafter, as these terms expire, successor Trustees are elected to serve terms of three (3) years each. Each Trustee holds office until a successor is elected.

5.04 Vacancies

If the office of any Trustee becomes vacant for any reason, the majority of the remaining Trustees (including Sponsor designated Trustees) elect a successor at a regular or special meeting. The elected Trustee will hold office for the unexpired term in respect to which such vacancy occurred and until a successor is elected and qualified. Vacancies of Unit Owner elected Trustees are replaced by other Unit Owners. Vacancies of Sponsor-designated Trustees are replaced by Sponsor-designated successors.

5.05 Removal of Trustees

Trustees may be removed with or without cause, by the affirmative vote of two-thirds (2/3) of the Members at any meeting of Members duly called for such purpose. Trustees may be removed by the affirmative vote of two-thirds (2/3) of the remaining Trustees at any Board meeting for failure to attend three consecutive regular Board or Member meetings or failure to be in good standing for thirty (30) or more days. Notice of such a meeting must be given to the Trustee to be removed at least fifteen (15) calendar days before the meeting date and the Trustee given an opportunity to be heard at the meeting. The provisions of Article 5.05 do not apply to Sponsor-designated Trustees.

5.06 First Organizational Meeting

The first or organizational meeting of each newly elected Board must be held either immediately on adjournment of the meeting of Members at which the election is held provided a quorum of the Board is present or, if a quorum of the Board is not then present, as soon thereafter as practicable providing notice is given to each Trustee as set forth in Article 5.07 or unless waived as provided in Article 5.09.

5.07 Regular Meetings

Regular Board meetings may be held at such time and place permitted by law as from time to time may be determined by the Board. At least four such meetings must be held in each fiscal year. Notice of regular Board meetings must be given to each Trustee personally, by telephone, telegram, confirmed facsimile or by United States Mail with proper postage affixed, directed to their last known post office address as appears on the Association's records, at least five days before the date of such meeting. The notice must state the date, time, place and the purpose of the meeting.

5.08 Special Meetings

Special Board meetings may be called by the President of the Association on three days written notice to each Trustee, given in the same manner as provided in Article 5.07. Special Board meetings must be called by the President or the Secretary in a like manner on the written request of any two (2) Trustees.

5.09 Notices and Waivers of Notice

Before any regular or special Board meeting any Trustee may, in writing, waive notice of the meeting and any waiver is the equivalent to notice. Attendance by a Trustee at any Board meeting constitutes a waiver of notice. If all Trustees are present at any Board meeting, no notice of the meeting is required and any business may be transacted, except as otherwise prohibited by law or these Bylaws.

5.10 Quorum, Voting and Consent in Lieu of Meeting

(A) At all Board meetings a majority of the Trustees constitute a quorum for business transaction, except as otherwise provided in these Bylaws or by law. Provided a quorum is present at any meeting, the acts of the majority of the Trustees present and voting is necessary for valid action by the Board on any issue. If at any Board meeting there is less than a quorum present, the Trustees present may adjourn the meeting and at any such adjourned meeting at which a quorum is present any business that might have been transacted at the originally called meeting may be transacted without further notice to any Trustee.

(B) Quorum Establishment and Votes by Sponsor Designated Trustees. Sponsor designated Trustees may assist in establishing a quorum of the Board by presenting proxies to the Association at or before the Board meeting for which the quorum is being established. As all Sponsor designated Trustees are expected to cast identical votes, Sponsor designated Trustees may vote in person, by mail ballot, by proxy, or by telephone if they are not present. Telephone votes of Sponsor designated Trustees are cast after the absent Trustee has had an opportunity to participate in telephone discussions with the Board. After such a vote is cast verbally, it should be confirmed verbally by a second Trustee. Unit Owner elected Trustees may only vote in person.

Consistent with N.J.S.A. 15A:6-7, while the Sponsor maintains a majority of the Board, two (2) Board members will constitute a quorum. Anything to the contrary in these Bylaws, the Certificate of Incorporation or the Master Deed and if permitted by law, the entire Board has the power to act on any matter on which it is authorized to act without the necessity of a formal meeting and vote, if the entire Board, or all of the Trustees empowered to act, whichever the case may be, consent in writing to such action.

5.11 Powers and Duties

The Board has and may exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association; the operation of a residential condominium; and such other acts as are required by law, the Master Deed, these Bylaws or otherwise directed or required to be done or exercised by Association Members, Unit Owners or by others. In administering the Association and Condominium, the Board has powers and duties, including but not limited to:

(A) General Duties. The Board is responsible for the operation, maintenance, renewal, replacement, insurance, care, and upkeep of Buildings, Common Elements (except as specifically provided for otherwise), community and recreation facilities, if any, and all other property, real or personal, of the Association or for which it is responsible as set forth in the Master Deed and elsewhere. All repairs and maintenance must be substantially similar to the original improvements unless two-thirds (2/3) of the members present and voting affirmatively vote to deviate from same. All installations must be of first class quality.

The operation, maintenance, renewal, replacement, insurance, care, upkeep and protection of each Building and its related Common Elements (except as specifically provided for otherwise) becomes the Association's responsibility immediately upon the Sponsor's conveyance of title to an individual purchaser for the first Unit in each Building. After conveyance of the first Unit in a Building, the Sponsor's sole obligation and responsibility with regard to the operation, maintenance, renewal, replacement, insurance, care, upkeep and protection of each such Building is to pay to the Association the applicable assessments as specified in Paragraph 7.00, et seq. of the Master Deed. However, the Sponsor is not obligated to pay any maintenance fees or assessments for Common Expenses other than replacement reserves for as long as the Sponsor is providing any subsidy or guarantee to Unit Owners of maintenance fees or assessments for Common Expenses.

The Board may adopt Rules and Regulations that supplement or are in addition to the restrictions on the Owners' use of the Common Elements. As long as such Rules and Regulations are consistent with the intent and purposes set forth herein, they are not deemed to be Amendments.

The Association must maintain the Condominium's landscaping and buffer areas and replace landscaping in those areas when replacement is necessary with similar species of plants or species which provide similar characteristics.

(B) Budget; Common Expense Assessments. Before the beginning of each fiscal year the Board must prepare a budget or estimate for the annual expenses of the operation of the Association, the expenses of the operation of the community and recreation facilities, if any, and reasonable reserves for depreciation, retirements and renewals for the following fiscal year. The total amount of such budget or estimate must be assessed against all of the Units and the respective Owners thereof, as set forth in Article 13.00 of these Bylaws. The amount thus found applicable to each Unit are to be payable by the Owner thereof to the Association in full or in equal monthly or quarterly installments, in advance, as determined by the Board ("Common Expense Assessment"). At the time of budget adoption, the Board must also review and adopt a resolution stating that the amount assessed for capital reserve replacement costs is adequate and, when applicable, adequate to cover the insurance appraisal replacement cost required in Article 5.11(Q) hereof. If the Board fails to adopt any such resolution, its adoption is implied from the Board's action of adopting the next fiscal year's budget. The Board has the discretion to include in each budget an amount sufficient to reimburse each Trustee for all or any portion of expenses including but not limited to tuition, textbooks, transportation, gas, lodging and meals incurred by the Trustee in connection with attending up to two (2) educational seminars sponsored by the Community Associations Institute or similar organizations provided that such reimbursement is approved by a majority of the Board. Trustees are encouraged to attend at least two (2) such seminars during each year they serve on the Board.

(C) Assessments. By majority vote the Board may adjust or increase the amount of any annual Common Expense Assessment and to levy and collect in addition thereto, special assessments in such amounts as the Board deems proper whenever the Board finds that it is necessary to do so to meet increased operating or maintenance costs, or approved Capital Expenditures, or because of emergencies; provided, however, that all such increases or special assessments are levied against such Owners and their respective Units in the same manner as provided in Article 13.00 hereof. While the Sponsor maintains a majority of the Board, the Board cannot make any additions, alterations, improvements or purchases not contemplated in the Sponsor's offering that will 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.

(D) Use, Segregation and Investment of Funds. To use and expend sums collected from assessments or levies for the operation, maintenance, renewal, care, upkeep, and protection of the Common Elements (except as specifically provided for otherwise), community and recreation facilities of the Association, if any, and all of its real and personal property or other property that the Association must maintain as per the Master Deed. This includes the use of any surplus funds that might remain at the end of any fiscal year. Any such surplus must be the subject of an appropriate Board resolution, passed before the end of each fiscal year or no later than the meeting of the Board when the prior year's annual audit is presented for final Board acceptance. Except as otherwise specified in the Condominium Documents, all Association funds must be physically segregated into one or more separate bank checking, brokerage or other appropriate accounts for- operating account, deferred maintenance, and reserves for future replacements. To the extent practicable, funds designated for these separate accounts should not be commingled and the accounts should be funded at regular intervals, not to be more than quarterly. The moneys are to be used for their intended purposes. The Board may create such other account categories as deemed advisable for proper administration of the Association and Condominium's affairs. The Board, in its sole discretion, determines the strategy and standards for investing Association funds, which strategy and standards will be no more liberal (but may be more conservative) than as permitted by The Prudent Investor Act (N.J.S.A. 3B:20-11:1).

(E) Fidelity Bonds. To require Association officers and employees who handle or are responsible for funds in the Association's possession or under its control to furnish adequate fidelity bonds, in a form which includes penalties and corporate surety satisfactory to the Board. The premiums on such bonds are Common Expenses.

(F) Taxes. To pay all taxes and assessments levied or assessed against any Condominium property, exclusive of any taxes or assessments levied against any individual Unit or otherwise properly chargeable to the Owners thereof.

(G) Personnel/Equipment/Supplies. To hire, employ and dismiss such workers and other personnel and to purchase or arrange for such services, machinery, equipment, tools, materials and supplies, as in the Board's opinion may be necessary for the proper operation and maintenance of the Condominium and community and recreation facilities, if any, except the portions thereof required to be maintained by Unit Owners. The Board may employ a manager for the Association on such terms established by the Board, to perform such duties and services as the Board may lawfully delegate.

(H) Access to Units. To enter or cause to be entered any Unit with notice at a reasonable hour when deemed necessary for or in connection with the operation, maintenance, repair or renewal of any Common Elements, or to prevent damage to the Common Elements or any Units, or in emergencies provided that such entry and work is to be done with as little inconvenience as possible to the Owners and occupants of such Units. Each Owner is deemed to have granted such rights of entry by accepting and recording the deed to their Unit.

(I) Delinquencies. To the extent permitted by law, to levy, impose and collect delinquent penalties, fines, levies or assessments made by the Association through the Board against any Units and the Owners thereof; and such costs and expenses incurred in connection therewith, including but not limited to, court costs, attorney and paraprofessional fees, whether by suit or otherwise, to abate nuisances and enforce observance of the Rules and Regulations relating to the Condominium, by injunction or such other legal actions or means as the Board deems necessary or appropriate.

(J) Professionals. To employ or retain legal counsel, engineers, accountants and other professionals and to fix their duties and compensation whenever such professional advice or services may be deemed necessary by the Board for any proper purposes of the Association.

(K) Contracts. To enter into any contracts or agreements for the operation of the Association or the Condominium, including contracts for professional management, with private parties or any governmental agency or pursuant to any applicable laws or regulations.

(L) Outside Management. To hire an outside agent or management firm to perform those services required by these Bylaws and which may be legally delegated.

(M) Bank/Brokerage Accounts. To cause such operating, reserve, escrow accounts as required herein and other accounts, if any, to be established and opened as the Board may deem appropriate from time to time and as may be consistent with good accounting and fiscal management practices. Two Board members' signatures are required for any withdrawals from any accounts.

(N) Fiscal Reports. To cause a complete audit of the books and accounts of the Association to be made by an independent Certified Public Accountant at the end of each fiscal year, and at such other times deemed necessary. The Board must prepare, at the end of each fiscal year, a report of the Association's business and affairs, showing transactions and its full and accurate financial condition. Beginning no later than the first year the Board is controlled by Unit Owner elected Trustees and every three (3) years thereafter, the Association must obtain a report from its engineer or other appropriate professionals, which may be reviewed by its accountants, to establish the adequacy of reserves based on realistic estimates of replacement costs and useful life expectancies of the items being reserved for. Copies of all fiscal and reserve reports must be made available to Members during Association working hours.

While the Sponsor maintains a majority of the Board seats, the Board must have an annual audit of Association funds prepared by an independent public accountant, a copy of which shall be delivered to each Unit Owner within ninety (90) days of the expiration of the fiscal year of the Association. The audit must cover the operating budget and reserve accounts. The cost of these audits are to be paid by the Association.

For all years that the Sponsor is selling Units, the Association must deliver to the Sponsor a copy of each of the above referred reports and studies, within thirty (30) days of the Board's acceptance of each of same.

(O) Detailed Books. To keep detailed: (1) minute books of all Board and Member meetings containing complete copies of all resolutions and Rules and Regulations the Board adopts, all correspondence regarding Association business and the condition of and repairs to Units and Common Elements; and (2) books of accounts of the receipts, expenditures and investments affecting the Condominium and its administration and specifying the maintenance and repair expenses of the Common Elements and all other expenses incurred. All accounting records shall be maintained in accordance with generally accepted accounting principles and open for inspection by Unit Owners during normal business hours.

(P) Fines. To make and enforce compliance with such Rules and Regulations related to the operation, use and occupancy of Units, Common Elements and other Association facilities, to the extent permitted by law, by the levying, imposing and collecting of fines or otherwise, and to amend the Rules and regulations from time to time as the Board deems necessary or appropriate. When approved by appropriate resolutions the Rules and Regulations are binding on Owners, guests and occupants of Units, and their successors in title and assigns. A copy of the Rules and Regulations and copies of any Amendments to them must be delivered or mailed to each Unit Owner promptly upon the adoption thereof or posted in one or more conspicuous places on the Common Elements or in the Community Building, if any.

(Q) Insurance. To obtain and maintain the following types of insurance: (1) broad form insurance against loss by fire, lightning, windstorm and other risks normally included within all risk extended coverage, including vandalism and malicious mischief, all Buildings containing Units and Common Elements therein together with all central utility and other services contained therein, and all Buildings, fixtures, equipment and Association personal property, in an amount the Board determines. All such policies will provide that in the event of loss or damage, the proceeds of said policies are to be payable to the Board or to its insurance trustee designee on behalf of all of Unit Owners and mortgagees in said Buildings. Said insurance trustee must apply said proceeds as set forth in Article 6.00 of these Bylaws. Each policy must contain a standard mortgage clause in favor of each mortgagee of a Unit and provide that losses, if any thereunder, are to be payable to such mortgagee as its respective interests may appear, subject however, to the right of the Board or its insurance trustee designee to receive proceeds to be applied to repair or reconstruction as provided herein; (2) workmen's compensation; (3) public liability insurance insuring the Association and Members against liability for negligent acts of commission or omission attributable to the Association or any Members and which occur on or in any of the Common Elements or Association community or recreation facilities, if any; (4) burglary, theft and such other insurance as will protect the Association's interests and employees; and (5) liability insurance indemnifying Association Trustees and Officers against liability for errors and omissions occurring in connection with their performing their duties in an amount of at least $1,000,000.00 with any deductible amount determined in the Board's sole discretion and in accordance with recommended guidelines of the Community Association Institute or other similar entity. All insurance premiums are Common Expenses. Unless 75 percent (75%) of the Mortgage Holders (based upon one vote for each first mortgage owned) or the individual Unit Owners (other than the Sponsor) give prior written approval, the Board cannot (a) fail to maintain fire and extended coverage on insurable Common Elements on a current replacement cost basis in an amount not less than 100 percent (100%) of the insurable value (based on current replacement cost); and (b) use hazard insurance proceeds for losses to any Common Elements for other than their repair, replacement or reconstruction.

At least every five (5) years, the Board must adjust the insurance coverages based on an appraisal of the replacement value of all property the Association insures.

(R) Waiver of Subrogation and Cancellation. All policies of physical damage insurance must contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners or of invalidity arising from any acts of the insured or any Unit Owners, and provide that such policies cannot be canceled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagees of Units.

(S) Unit Owner's Insurance. Unit Owners are encouraged to and may obtain insurance on their own account and for their own benefit. Owners cannot, however, insure any part of the Common Elements whereby, in the event of loss, the Association's rights to recover under its own insurance policies for such loss is diminished in any way.

(T) Committees. The Board may appoint committees deemed appropriate to assist in carrying out its purposes. The committees will perform such other functions as the Board determines in its discretion. The committees will include but are not limited to:

(1) A Recreation Committee, which will advise the Board on all matters pertaining to the recreational programs and activities of the Association.

(2) A Grounds and Maintenance Committee, which will advise the Board

on all matters pertaining to the maintenance, repair or improvement of the Common Elements and other property which the Association must maintain as set forth in the Master Deed.

(3) An Architectural Control Committee, which will consider requests by Members for modifications to any Common Elements, and establish guidelines and procedures for review of such requests consistent with the Master Deed and Bylaws, and make recommendations to the Board as to what action should be taken on such requests.

(4) A Covenants Committee, consisting of not less than three (3) nor more than five (5) persons appointed by the Board, a majority of whom will always be Unit Owners, with the balance comprised of either Unit Owners or tenants. Each person serves a term of one (1) year and can be reappointed. This Committee assures that the Condominium will always be maintained in a manner that:

(a) provides for visual harmony and soundness of repair;
(b) avoids activities deleterious to the Condominium's aesthetic and property values;
(c) furthers the comfort of Unit Owners, their guests, invitees and lessees; and
(d) promotes the Condominium community's health, general welfare and safety.

The Covenants Committee regulates the external design, appearance, use and maintenance of the Common Elements in accordance with the Master Deed and Bylaws. The Covenants Committee has the power to issue a cease and desist request to Unit Owners, their guests, invitees or lessees whose actions are inconsistent with the provisions of the Condominium Act, Master Deed, Bylaws, Rules and Regulations or resolutions of the Board (upon petition of any Unit Owner or upon its own motion). The Covenants Committee provides interpretations of the Master Deed, Bylaws, Rules and Regulations and resolutions pursuant to the intents, provisions and qualifications thereof when requested to do so by a Unit Owner or the Board. Any ruling of the Covenants Committee may be appealed to the Board by any party the Board deems to have standing as an aggrieved party. The vote of a majority of the full membership of the Board may affirm, modify or reverse any Covenant Committee ruling.

The Covenants Committee must preserve any designated "No Parking" areas, "Fire Lanes" and any other traffic control devises and Rules and Regulations approved by the Board.

The Covenants Committee has such additional duties, powers and authority as the Board may provide by resolution including the right to impose fines pursuant to Article 5.11 (P) and Article 4.01 hereof. The Board by a majority vote of its full membership may relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case by case basis. The Covenants Committee must function in compliance with these Bylaws, the Rules and Regulations and Board resolutions.

(5) A Transition Committee, which performs the functions and duties set forth in Article 17.00 hereof.

(6) Alternate Dispute Resolution Committee.

(U) Acceleration of Assessment Installment Upon Default. If a Unit Owner shall be in default less than thirty (30) days in the payment of an installment upon any type of assessment, the Board may notify the delinquent Unit Owner that the remaining installments of the assessment shall be accelerated if the delinquent installment has not been paid by a date stated in the notice, which date shall not be less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him/her by registered or certified mail. If default shall continue for a period of thirty (30) days then the Board shall be required to give such notice. If default continues following the time for payment prescribed in the notice, then the Board shall be required to accelerate the remaining installments of the assessment and notify the delinquent Unit Owner that a lien for the accelerated amount shall be filed on a date certain stated in the notice if the accelerated balance has not then been paid. The lien for such accelerated assessment as permitted by law shall then be filed if the delinquent assessment has not been theretofore paid and the Board may also notify any holder of a mortgage encumbering the Unit affected by such default or publish appropriate notice of such delinquency to the membership of the Association. If said default continues for a period of ninety (90) days, then the Board shall foreclose the foregoing lien pursuant to law and/or commence an independent suit against the appropriate parties to collect the Assessment.

(V) Interest, Late Fees and Counsel Fees. In connection with the collection of any type of assessment or other charge or debt owed to the Association, if payment is not made by the date stated in a notice to the Unit Owners, the Board at its option has the right to impose a late charge of any reasonable amount and interest at the maximum legal rate permitted by law for the payment of delinquent real estate taxes. If the Association effects collection of any debts owed to it by filing a lien or resort to counsel, the Board must add to the assessments or charges a sum equal to the greater of (1) the total amount of counsel and paraprofessional fees, costs of collection and costs for preparation, filing and discharge of the lien incurred in addition to such other sums allowed by law, or (2) twenty percent (20%) of the gross amount due as counsel fees, plus reasonable costs for preparation, filing and discharge of the lien, in addition to such other sums allowed by law.

If the Association or any members of its Board of Trustees or committees, as applicable, defeat any claims made against them by any Unit Owner who is a party in any lawsuit, then in addition to any other relief the court deems equitable, the court has the discretion to order the Unit Owner to reimburse the Association for up to the total amount of court costs, counsel and paraprofessional fees, and any other costs expended in defense of such an action.

The Board in its discretion may settle any claim for monies due the Association at less than the total amount of the claim.

In any action or proceeding brought or defended by the Association, the costs and expenses of preparation and litigation, including attorney and paraprofessional fees, are Common Expenses.

Money judgments recovered by the Association in any action or proceeding, including costs, penalties or damages, are a special fund applied to: (1) payment of unpaid litigation expenses; then to, (2) refunding to the Unit Owners the cost and expenses of litigation advanced by them; then to (3) Common Expense Assessments, if the recovery thereof was the purpose of the litigation; then to (4) repair or reconstruction of the Common Elements if recovery of damages to same was the basis of the litigation; and, then, (5) any amount not applied to (1), (2), and (3) above, at the discretion of the Board, may be treated either as common surplus, which shall be allocated and distributed pursuant to Section 7.19 of the Master Deed or as a setoff against Common Expense Assessments generally. Despite the foregoing, if a Unit Owner, the Board or any other person or legal entity affected by any such distribution, asserts that the damages sustained or the diminution in value suffered by one or more Unit Owners was disproportionate to their percentage of allocated amount of any common surplus at the election of either the Association or the Unit Owner, the matter may be submitted to binding arbitration to be decided in accordance with the rules and procedures of the American Arbitration Association.

All Common Expense Assessments received and to be received by the Board, for the purpose of paying any judgment obtained against the Association or the Board and the right to receive such funds, constitute trust funds that are to be expended first for such purposes before expending any part for any other purpose.

If a Unit Owner obtains a judgment or order against the Association or the Board, then in addition to any other sums to which the Owner may otherwise be entitled by such judgment or order, they may also ask the court to order the recovery of any sums paid to the Association as Common Expense Assessments for litigation expenses related to said action or proceeding.

(W) Power-of-Attorney to Institutional Lender. If the Board does not start enforcement procedures discussed above within the time provided, any Institutional Lender for any Unit for which there are unpaid assessments is hereby irrevocably granted a power-of-attorney by the Association and the Board, coupled with an interest in the subject matter, to commence such actions and to invoke such other remedies in the Association's name.

(X) Parking Spaces. To assign and designate vehicle parking spaces for use by individual Units and to reassign and redesignate them as the Board deems necessary in its sole discretion. To adopt Rules and Regulations for the use of all vehicle parking spaces including the type, size and classification of vehicles permitted to use them as well as the total number of vehicles which may be parked on the Common Elements on a permanent basis per Unit. The Board will maintain parking plans and an official parking space map showing the current parking space assignments. This map will be available for inspection in the Association's office during normal business hours. The Association, upon written request, must confirm current parking space locations for Owners who are in the process of conveying their Units.

The Board may suspend the rights of Unit Owners and occupants to use assigned parking spaces, the Common Elements or Limited Common Elements for parking of motor vehicles if the Owners of the Unit occupied by that person is not an Association Member in good standing. Any parking right suspension must be on five (5) days written notice to the applicable Unit Owner. The Board or its designee may authorize the towing or other removal from Condominium property of motor vehicles owned or operated by Unit Owners or occupants whose parking rights have been suspended or motor vehicles that appear to be abandoned or that are otherwise improperly parked on the Common Elements or Limited Common Elements. Any such removal will be at the expense of the motor vehicle owner.

(Y) Use of Units, Recreation Facilities and Common Elements. To adopt Rules and Regulations and to regulate the use of Units (to the extent limited by the Master Deed, these Bylaws and law), the Common Elements, Limited Common Elements and any recreation facilities, including setting the hours of operation, guest fees, the number of persons who are permitted use at any one time, private use by members and their guests, including charging fees and scheduling. The Board may suspend the rights of Unit Owners and occupants to use recreation facilities, the Common Elements or Limited Common Elements if the Owners of the Unit occupied by that person is not an Association Member in good standing. Any such suspension must be on five (5) days written notice to the applicable Unit Owner.

(Z) Escrow Deposit. To impose the escrow deposit set forth in Article 4.04 hereof upon Owners and Units.

(AA) Transition Expense Fund. Within the second budget year of the Association or such other appropriate timeframe, the Board must cause the Association's Budget to contain a Transition Expense Fund line item sufficiently funded to pay the reasonably estimated Association costs of its Transition Committee for independent legal, engineering, accounting and any other professional consultants or other costs necessary to assist the Transition Committee in its duties consistent with Article 17.00 hereof. The Transition Expense Fund monies may be maintained by the Board at its discretion either in a segregated account or in one or more consolidated accounts. As to any consolidated accounts, the division of same into the Transition Expense Fund need be made only on the Association's records.

5.12 Sponsor Veto Rights

The Association, when controlled by the Unit Owners, must not take any action detrimental to the sale of Units by the Sponsor and must continue the same level of maintenance, operation and services as immediately before Unit Owners assume control of the Board until the Sponsor conveys the last Unit to be sold in its normal course of business.

To assure the foregoing, until the Sponsor conveys the last Unit to be sold in the Condominium, the Sponsor, in its sole but reasonably exercised discretion, has the right to veto any and all actions of the Board which may have any direct or indirect financial, legal or other negative effect on Sponsor including but not limited to an impact on the Sponsor's sale of Units. The Sponsor must exercise its veto right within thirty (30) days after it receives written notice from the Board that it has passed a resolution or taken other action. In such event, the Sponsor will notify the Secretary of the Board of exercise of its veto right and any such proposal or action of the Board will be void. These protective provisions are to be construed in accordance with and not in derogation of N.J.S.A. 46:8B-12.1 of the Condominium Act and N.J.A.C. 5:26-8.4 of the regulations adopted under the New Jersey Planned Real Estate Development Full Disclosure Act, N.J.S.A. 45:22A-21, et seq.

5.13 Sponsor's Bond Obligations

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

6.00 Assignment of Handicap Parking Spaces Inside the Buildings

A. Indoor Parking Spaces

1. Under the Master Deed, each Unit Owner is assigned one parking space as a Limited Common Element, which is appurtenant to the Unit and is transferred to the new Unit Owner upon the sale, conveyance or other transfer of the Unit. **[subject to decision on allocation of parking]** The remaining parking spaces, including the two (2) oversized spaces in each building, are not assigned to Unit Owners under the Master Deed. This provision of the bylaws shall set forth standards and procedures under which the oversized parking spaces inside the buildings may be assigned to Unit Owners/occupants as Handicap Spaces.

2. Any assignment under this regulation shall be temporary and shall expire either: (a) upon a change in occupancy of the Unit; or (b) when the conditions on which the assignment was based no longer exist.

3. In order to qualify for an assignment of a Handicap Space, the occupant of the Unit must be the owner of a motor vehicle with a Department of Motor Vehicle handicap license plate or handicap sticker (hereinafter referred to as a "Qualified Vehicle").

B. Assignment of the Handicap Spaces

The oversized spaces shall be reserved for assignment as Handicap Spaces to occupants with a Qualified Vehicle. If either or both of the oversized spaces in a building are not assigned to an occupant, then these spaces may be used by any of the occupants of the building as any other unassigned parking space. The Association shall provide the occupants of a building with notice from time to time stating whether any of the oversized spaces have been assigned to the occupant of a particular unit as a Handicap Space. Any Handicap Space assigned under this paragraph shall be marked by the Association during the time that it is assigned to an occupant so that it will not be used by other occupants.

C. Procedure on Initial Sales by the Developer

A buyer whose Unit will be occupied by a person owning a Qualified Vehicle shall, on request of the buyer or occupant, be assigned a Handicap Space, if such a space is then available in the building where the Unit is located.

D. Procedure on Changes in Occupancy and Changes in Circumstance

1. The provisions of this Section shall apply in the event that: (a) there is a change in occupancy of a Unit due to its sale, transfer, conveyance or lease, and the new occupant requests assignment of a Handicap Space; or (b) an existing occupant of a building, who had not previously been assigned a Handicap Space requests an assignment.

2. All requests for assignment shall be made in writing to the Association. The Association shall respond to the request in writing within thirty (30) days after the request is made, and shall grant the request if an oversized space is available and the occupant owns a Qualified Vehicle. If the Association grants the request it shall provide notice of the assignment of the Handicap Space to all occupants of the building, which may be satisfied by posting the notice in an appropriate location(s) within the building.

E. Waiting List

If a request for assignment of a Handicap Space is denied solely because a Space is not then available, the occupant shall be placed on a waiting list. When the assignment of a Handicap Space expires, any occupants on the waiting list shall be given priority with respect to the assignment of that Space in the order in which they were placed on the list, provided, that occupants on the waiting list must then satisfy the requirements of this Section of the Bylaws in order to qualify for the assignment.

F. Contract for Resales and Leases

1. All contracts for sale of units (other than initial sales by the Developer) and all leases shall provide that all Handicap Spaces are subject to assignment by the Association in accordance with this Section of the Bylaws and that all assignments expire when there is a change in occupancy of a Unit due to a sale, transfer, conveyance or lease. Owners, buyers, prospective occupants and prospective tenants must contact the Association office to determine whether any Handicap Spaces are available in the building in which the Unit being purchased or leased is located. If a buyer, prospective occupant or prospective tenant intends to make a request for assignment, it must do so in writing to the Association office in accordance with this Section of the Bylaws.

7.00 Damage to Buildings, Reconstruction, Sale, Obsolescence

7.01 Damage

If fire or other casualty results in damage to the Buildings or Common Elements amounting to less than two-thirds (2/3) of the value of the Condominium, the net proceeds of any insurance collected must be made available for the purposes of repair, restoration, reconstruction or replacement. Where the insurance indemnity is insufficient to cover the cost of repair, reconstruction, restoration or replacement, the new Buildings' costs must be paid by all of the Owners directly affected by the damage, in proportion to the fair market value of their respective Units. If any Owner refuses to make such payments, the Board must levy an assessment in an amount proportionate to the fair market value of the Units affected by the damage, the proceeds of such assessment being paid, with the insurance indemnity, to the Association for the purpose of covering the costs of repair and replacement. If any Unit Owner fails to pay the assessment in a reasonable time, the Association may cause the repair, restoration or replacement or reconstruction to be accomplished and charge the cost thereof, less any applicable insurance credits, to the Owners of the Units affected in the proportions mentioned. Such costs less any insurance credits, will constitute a lien against the Unit of the delinquent Owner and may be enforced and collected in the same way as all other liens as provided herein. The provisions of this Article may be changed by unanimous resolution of the parties concerned, adopted subsequent to the date on which the fire or other disaster or casualty occurred.

7.02 Total Destruction

If total destruction of the entire Condominium occurs, or if the Common Elements are damaged or destroyed to more than two-thirds (2/3) of the Condominium's value, the Unit Owners directly affected may elect to reconstruct or replace the Buildings and Common Elements. The election to reconstruct or replace and payment of the costs thereof is to occur as provided in the preceding section of this Article.

If the Unit Owners elect not to reconstruct or replace, the Unit Owners, with the consent of all of Mortgage Holders, may sell the entire Condominium for cash or upon terms, provided 75 percent (75%) or more of the Owners are in accord and so vote at a special or regular meeting of Members. If the election is made to sell, the covenants against partition contained in the Master Deed become null and void, Owners are entitled to convey their interest in the Condominium and may invoke relief in a Court of Chancery to compel a sale and partition against those Owners who have refused to approve such a sale and partition.

All sums received from insurance are to be combined with the proceeds of the sale of the Condominium. After providing for all attorney's fees in the event of any litigation necessary to compel Owners to join in a conveyance of their interests in the Condominium, distribution of the combined funds must be made to the Owners of the Units in the said Condominium, in proportion to the fair market value of their respective Units, subject only to the rights of outstanding mortgage holders.

Except as provided in this Article, the General and Limited Common Elements remain undivided and cannot be the subject of an action for partition or division of their co-ownership.

7.03 Obsolescence

If the Board determines that the Condominium Buildings are obsolete, the Board, at any regular or special meeting of Members, may call for a vote by the Members to determine if the entire Condominium should be placed on the market and sold. If 90 percent of the Members determine that the Condominium should be sold, the provisions of Master Deed Article 6.02 applying to the sale of the property become effective.

If the Board determines that any of the community, recreation facilities or any other real or personal property of the Association are obsolete, the Board, at any regular or special meeting of the Members, may call for a vote by the Members to determine if that property should be demolished or replaced. If 90 percent (90%) of the Members determine that the property should be demolished or replaced, the costs thereof is to be assessed against all of the Association's Members in accordance with Article 13 hereof.

8.00 Officers

8.01 Designation

Association officers are its President, Vice President, Secretary and Treasurer. The Secretary may also hold the office of Treasurer. The President is a member of the Board. The Board may appoint Assistant Secretaries and Treasurers as deemed necessary. All officers must be Association Members, except Sponsor-designated Trustees.

8.02 Officer Elections

Association officers are elected annually by the Board at its organizational meeting or the first meeting of each new Board, hold office until their successors are elected or appointed and qualified by the Board, hold office at the Board's pleasure and may be removed either with or without cause and their successor elected at any Board meeting called for such purpose upon the affirmative vote of a majority of the Board members.

8.03 President

The President is the Association's chief executive officer and presides at all Member and Board meetings. The President has the general power and duties usually vested in the office of president of an association, including but not limited to, the power to appoint committees from among the Members from time to time as deemed appropriate to assist in the conduct of the affairs of the Association; and, the power to execute deeds, contracts and other instruments in the Association's name and on its behalf and under its corporate seal when a seal is required, except when such documents are required or permitted by law to be otherwise executed and except when the signing and executing thereof is delegated by the Board to another Association officer or agent.

8.04 Vice-President

In the President's absence, the Vice President performs all duties of the President, as well as such other duties the Board requires.

8.05 Secretary

The Secretary (a) attends all Board and Member meetings and records all votes; (b) takes and keeps records of all meetings, proceedings and resolutions in a minute book kept for that purpose; (c) performs like duties for any committees when requested; (d) keeps and has charge of the list of Members required to be kept as per Article 3.06 hereof, the minute books and such records and papers as the Board directs; (e) has custody of the corporate seal and when the Board authorizes affixes it to instruments requiring it and attests to same when appropriate; (f) performs all duties incident to the office of Secretary, including the sending of notices of meetings to the Members, the Board and committees; and (g) performs such other duties as may be prescribed by the Bylaws, the Board or the President.

8.06 Treasurer

The Treasurer (a) is responsible for Association's funds and securities; (b) keeps full and accurate accounts of receipts and disbursements in books belonging to the Association; (c) deposits all monies, checks and other valuable effects in the name and to the credit of the Association in depositories the Board designates; (d) disburses Association's funds as the Board orders and makes proper vouchers for same; and (e) gives the President and Board accountings of transactions made and of the Association's financial condition at regular meetings or whenever Trustees or the Board request.

8.07 Officer Compensation

Association officers serve without compensation except that they are entitled to reimbursements for all expenses reasonably incurred in the discharge of their duties.

8.08 Other Powers and Duties

Officers have such other duties, powers and responsibilities as the Board authorizes from time to time.

9.00 Indemnification and Exculpation of Officers, Trustees and Committee Members

(A) The Association indemnifies every current and past Trustee, officer and committee member and each of their heirs, executors and administrators against all losses, costs and expenses, including counsel fees, reasonably incurred by an indemnitee in connection with any action, suit or proceeding to which they are made a party by reason of being or having been an Association Trustee, officer or committee member, except if they are finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of settlement, indemnification is provided only in connection with matters covered by the settlement and for which the Association receives advise of counsel that, by a preponderance of the evidence then known, the indemnitee was not guilty of gross negligence or willful misconduct in the performance of Association duties. Costs of Association indemnification are Association Common Expenses. This Article does not obligate the Association to indemnify anyone against whom allegations are based on their actions or status as Condominium resident, Member or Unit Owner.

(B) Unless acting in bad faith, neither the Board as a body nor any past or current Trustee, officer, or committee member is to be personally liable to any Unit Owner in any respect for any action or lack of action arising out of execution of their office or position. Each Unit Owner is bound by the good faith actions of the Board, officers and committee members in the execution of their duties.

Nothing contained herein exculpates Board members appointed by Sponsor from their fiduciary responsibilities.

10.00 Fiscal Year

The fiscal year of the Association begins on January first of each year, unless changed by a vote of two-thirds (2/3) of the full Board.

11.00 Corporate Seal

The Association's corporate seal consists of two (2) concentric circles between which is inscribed the Association's name and within the circumferences of the inner circle the words "Incorporated, New Jersey" and its year of incorporation appear.

12.00 Amendments to Bylaws

These Bylaws and the form of administration set forth herein may be amended by the affirmative vote of 67 percent (67%) of the total number of votes of Association Members and within the limitations prescribed by law. No such modification is effective until embodied in a instrument recorded in the office of the Recording Officer.

The Sponsor is not permitted to cast any votes held by it for unsold lots, parcels, Units or interest to amend 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.

13.00 Dissolution

13.01 Procedure

If it is deemed advisable and a benefit to Association Members that the Association be dissolved, the procedures for dissolution set forth in the New Jersey Nonprofit Corporation Act, N.J.S.A. 15A:1-1, et seq. are to be followed.

13.02 Distribution of Assets

In the event of dissolution, the Association assets, after payment of all debts including mortgages and other encumbrances, are to be distributed to Unit Owners in proportion to the fair market value of their respective Units.

14.00 Members Maintenance Fees

Common Expense Assessments or maintenance costs for the Association and the Condominium are computed on the basis of each Unit paying an equal share of the total operating budget of and all Association assessments except Remedial Assessments. Should the actual number of Units constructed differ from 156, the Common Expense Assessment or maintenance cost payment for each Unit will be determined by a fraction, the numerator of which is one (1) and the denominator of which is the actual number of Units constructed, multiplied by the total operating budget of the Association. The budget is to provide for the complete allocation of the total of all assessments collected from the Unit Owners without any unallocated surplus remaining.

15.00 Reserves

The Board is not obligated to expend all of its revenues in any accounting period, and by regular installment assessment payment rather than by special assessments, must maintain reasonable and adequate reserves for, among other things maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis, emergencies, contingencies for bad weather or uncollected accounts. Despite anything herein to the contrary, in determining the Common Expenses and the preparation of a budget, the Board must specifically designate and identify what portion of the Common Expenses to be assessed against the Units is allocable to reserves for each separate item of repair and improvements. The same may be lumped together and must be kept in interest bearing savings or other appropriate investment vehicles. Interest or dividends earned are to remain allocated to such reserves and are not to be used for general Association purposes. The Board is permitted to keep additional cash on hand in a checking or petty cash account for the necessary discharge of its duties. The Board, at the time of budget adoption for the ensuing year, must evaluate the adequacy of the replacement reserves and adopt a resolution stating that they are sufficient for the purposes set forth in this Article.

16.00 Agreement for Professional Management

Any agreement for professional management of the Association, or any other contract providing for services of the Sponsor, may not exceed one year. Any such agreement must provide for termination by either party ,with or without cause, and without payment of a termination fee on sixty (60) days written notice.

17.00 Open Meetings of the Association

All meetings of the Transition Committee and the Board, except conference or working sessions at which no binding votes are to be taken, must be open to attendance by all Unit Owners.

17.01 Restrictions to Open Meetings

Despite the forgoing, the Board and the Transition Committee may exclude or restrict attendance at those meetings, or portions of same, at which any of the following are to be discussed:

(A) matters the disclosure of which would be an unwarranted invasion of individual privacy;

(B) pending or anticipated litigation or contract negotiations;

(C) matters falling within the attorney-client privilege to the extent that confidentiality is required for the attorneys to exercise their ethical duties as lawyers; or

(D) matters involving the employment, promotion, discipline, or dismissal of a specific Association employee.

17.02 Minutes at Open Meetings

At each meeting or portions of meetings required to be open to all Unit Owners, minutes of the proceedings must be taken, and copies of those minutes must be made available to all Unit Owners before the next open meeting. The Board must keep reasonably comprehensive minutes of all its meetings showing its time, place, members present, subjects considered, actions taken, votes of each member, and any other information required by the Bylaws to be shown in the minutes. Minutes are to be available to Members before the next open meeting.

17.03 Notice Requirements for Open Meetings

(A) Adequate Notice of any open meeting must be given to Unit Owners. "Adequate Notice" means written notice, at least 48 hours in advance of the date, time, location and, to the extent known, the agenda of any regular, special or rescheduled meeting. It must accurately state whether formal action may or may not be taken. This notice must be: (1) prominently posted in at least one place on Condominium Property reserved for such or similar announcements and that is accessible to all Owners at all times; (2) mailed, telephoned, telegrammed or hand delivered to at least two newspapers designated by the Board because they have the greatest likelihood of informing the greatest number of Unit Owners; and, (3) filed with the Association Secretary or administrative staff person responsible for administering the Association's business office.

(B) At least once each year, within seven days following the annual Association meeting, the Board must post and maintain posted throughout the year, a notice in the locations established under (1) above; mailed to the newspapers to which notices are sent under (2) above; and, filed with the Association Secretary or administrative staff person responsible for administering the Association's business office under (3) above. Also posted must be a schedule of the regular Board meetings to be held during the succeeding year and, to the extent known, the location, time and date of each meeting. If this schedule is thereafter revised, the Board, within seven days after the revision, must post, mail and submit such revision in the manner set forth above.

17.04 Emergency Meetings

If the Board must deal with matters of such urgency and importance that, in the Board's sole judgment, delay for the purpose of providing 48 hours advance notice would be likely to result in substantial harm to the interests of the Association, the notice will be deemed adequate if it is provided, as provided in Article 16.03 above, as soon as possible following the calling of the meeting.

17.05 Automatic Amendment on Change of Law

The provisions of Article 16.00 are automatically amended without necessity of Member or Board votes simultaneously on changes or additions to N.J.S.A. 5:20-1.1, et seq. or issuance of judicial opinions on same, it being the intent that at all times Article 16.00 is to be consistent with same.

18.00 Dispute Resolution and Transition Procedures

18.01 Purpose of Transition

The Board must establish a Transition Committee (as used in this Article, the "Committee") to provide for a timely mechanism to ensure that the Sponsor has properly discharged its warranty and construction obligations with respect to the Common Elements, Limited Common Elements and other improvements which the Association may be obligated or agree to maintain ("Other Improvements") and that the Sponsor has properly discharged all other of Sponsor's duties and obligations set forth or implied from the Bylaws, the Master Deed or the Public Offering Statement as they have been amended.

18.02 Committee Creation and Members

The Committee is to be established by the Board no later than thirty (30) days after the Association is given notice by the Sponsor to begin the Transition Process (see Article 18.03 below) after the Sponsor has sold and conveyed title to a third party or 75% (117 Units) of the total Units have been sold.

At all times the Committee must consist of Association Members in good standing who reside in their Units as their primary residence other than Sponsor-designated Board members ("Resident Owners"). If the Committee is to be established before the First Transition Election, its members will consist of five (5) Resident Owners who volunteer to serve and who are elected by a majority of the Members then present and voting with Sponsor abstaining from any such voting. After the First Transition Election, the Committee will consist of the first two (2) Unit Owner elected Board members and three (3) other Resident Owners appointed by the Board from the various Association Committees. If there are any vacancies on the Committee other than Resident Owner Board member vacancies, the successor Committee members will be appointed by the Unit Owner elected Board members from the various Association committees within thirty (30) days of the occurrence of such vacancies.

The Resident Owner Board members on the Committee serve only during their respective Board terms. After all Board members are elected by Owners other than the Sponsor, the Committee may be reconstituted to consist of such number Resident Owners, as the Board deems appropriate.

18.03 Authority

The Committee will negotiate with representatives of the Sponsor on issues in dispute between the Association and the Sponsor. The Committee will inspect and evaluate the condition of all Common Elements, Limited Common Elements or Other Improvements which the Sponsor, from time to time has indicated in writing to the Association are complete and ready to be inspected for compliance with the Sponsor's warranty and construction and other obligations ("Notice of Completion"). The Committee's activities will be with the assistance of qualified independent engineering, legal or other consultants chosen by the Committee, hired by the Board and who are paid from the Transition Expense Fund described in Article 5.11 (AA) hereof. The Committee negotiates the appropriate remedial measures and resolutions of issues with the Sponsor, and the terms and conditions to be contained in one or more Transition Agreements and releases of sponsor's liability with respect to each completed portion of the Common Elements, Limited Common Elements and other improvements, but not for warranty obligations for individual Condominium Units.

18.04 Procedure

(A) Inspections and Reports. The Committee will cause the completed Common Elements, Limited Common Elements and Other Improvements to be inspected by and obtain a written report from their independent engineering and other consultants ("Consultants") within a reasonable time, which cannot exceed 180 days after the Committee's receipt of each Notice of Completion. The Committee and Sponsor are urged to jointly inspect the improvements with the Consultants (with or without legal counsel being present) during the period when the Consultants are examining the improvements and before their Reports are drafted to facilitate open communication on the condition and manner of construction of the improvements. A copy of each final report from the Consultants ("Report") must be furnished to the Board and the Sponsor within ten (10) days after the Committee's receipt and acceptance of same. Thereafter, the Committee or its designated representatives and agents and the Sponsor must conduct one or more joint inspections of the improvements covered by the Notice of Completion and pursue appropriate good faith negotiations to resolve any differences with respect to Sponsor's obligations regarding the completed improvements and other dispute items covered in the Reports.

(B) Committee Meetings, Voting. The Committee must meet as often as necessary to perform its duties, but not less than once a month. The quorum for Committee meetings is one more than 50 percent (50%) of the total number of Committee members. The vote of the majority of Committee members present and voting is final. A Committee quorum need not be present at inspections of or negotiating sessions with the Sponsor or at Alternate Dispute Proceedings conducted as per Article 17.08 hereof. At its meetings the Committee must keep minutes and obtain input their Consultants on any disputed issue. The Committee must deliver copies of minutes of each of their meetings to the Association Secretary.

(C) Transition Agreements and Releases. If an agreement between the Committee and the Sponsor is reached on disputed issues or on the appropriate remedial measures and conditions to be contained within Transition Agreements, then the Committee on behalf of Unit Owners, the Association and the Board is empowered to enter into written full or partial Transition Agreements with the Sponsor, as applicable. Said Agreements will specify the terms of the parties' agreement and the resolutions on the disputed issues or items which the Sponsor has agreed to perform or pay for and which will release the Sponsor from liability with respect to such completed improvements, subject to the terms and conditions as may be acceptable to the Committee and Sponsor ("Transition Agreement"). Transition Agreements release Sponsor from any further obligations with respect to completed improvements or issues in dispute upon the Sponsor complying with its terms. Transition Agreements may be approved as to form by the independent legal counsel for the Association and the Sponsor and are legally binding on Unit Owners, the Board, the Association, the Sponsor and their successors and assigns. Transition Agreements or other releases of Sponsor's liability voted on or executed by the Committee pursuant to this Article 18 are legally binding on the Association and its Members, absolutely and forever, if given by the Owner-controlled Board.

18.05 Sponsor Involvement and Deliberations

Sponsor designated Board members will not participate in transition related internal Board or Committee activities nor will they vote at Committee or Board meetings related to the Transition Process except (a) discussions on the general nature of the Transition Process itself; (b) arms-length negotiations between the Committee and Sponsor, at which time Sponsor designated Board members will represent only the Sponsor; or (c) if otherwise requested by the Board or Committee.

18.06 Legal Effect, Power-of-Attorney

The provisions of this Article must be construed to be complimentary to and not in derogation of any other provisions of these Bylaws, the Master Deed, the Certificate of Incorporation or any applicable statute or regulation of the State of New Jersey, including but not limited to, N.J.S.A. 46:8B-12.1. The provisions of this Article does not apply to individual Condominium Units or to any warranties applicable to Units. Resident Owners' execution of the Power-of-Attorney set forth in the Unit Deed for their Unit constitutes an irrevocable and binding consent to the terms of this Article 17.

18.07 Bonded Improvements

Sponsor may have posted performance guarantees with the municipality under the New Jersey Municipal Land Use Law. They guarantee that certain components of the Common Elements, Limited Common Elements or other improvement, when completed, will conform to the approved plans for same and any requirements of applicable laws, codes, agreements, rules and regulations ("Bonded Improvements"). Sponsor is expected to apply to the municipality for performance guarantee releases when some or all of the Bonded Improvements are completed. Unit Owners acknowledge that the performance guarantees and the applications for release of them relate only to the municipality's determination that the applicable Bonded Improvements or portions thereof have been satisfactorily completed in conformity with the above requirements and that the Transition Process provides Unit Owners and the Committee with the separate and appropriate opportunity to redress concerns they have regarding the condition of Bonded Improvements.

18.08 Alternate Dispute Proceedings

If all transition or other disputed issues have not been resolved and all Transition Agreements have not been executed within 180 days after the Sponsor's receipt of the Reports to the Committee, then the Sponsor and the Association each have the right to: (a) file a demand for and to proceed to non-binding mediation or arbitration to resolve all disputed items before one arbitrator appointed under the rules of either the American Arbitration Association or another impartial third party and pursuant to rules mutually agreed upon by the parties ("Alternate Dispute Proceedings"); or (b) to continue discussions between the parties. If the parties elect option (a) above, then the parties will execute a Transition Agreement for issues that have been resolved. Election by the parties of option (b) above does not preclude either party's later election of option (a) above. Any Alternate Dispute Proceeding hearings will be conducted in the county in which the Condominium is located. All direct costs for Alternate Dispute Proceedings will be shared equally by the parties unless the arbitrator decides otherwise in the final ruling. All direct Association costs and expenses in the Alternate Dispute Proceedings, including fees and expenses of its counsel and Consultants, are Common Expenses.

19.00 Miscellaneous

19.01 Conflict

Despite anything to the contrary herein, if any provision of these Bylaws is in conflict with or in contradiction of the Master Deed, the Certificate of Incorporation or with the requirements of any law, then the requirements of the Master Deed, Certificate of Incorporation and those laws control.

19.02 Invalidity

The invalidity of any part of these Bylaws does not impair or affect in any way the enforceability or validity of its other provisions.

19.03 Notice

Unless otherwise set forth in the Master Deed or these Bylaws, any notice to Unit Owners is properly given when it is mailed, by regular U.S. mail with postage prepaid, addressed to the Unit Owners at their mailing address as it appears on the records of the Association at the time of such mailing. Valid notice to Unit Owners may also be by (a) personal delivery to any occupant of their Unit who reasonably appears or reasonably represents themselves to be over fourteen (14) years of age; or (b) by affixing notice to or sliding same under the front door of their Unit. Notice to one of two or more Unit co-owners constitutes notice to all co-owners. It is the continuing obligation of Unit Owners to immediately notify the Association Secretary in writing of any change of mailing address.

19.04 Waiver

The provisions of these Bylaws are not waived by failure to enforce or act upon same irrespective of the number of violations or breaches thereof that have occurred.

20.00 Due Process Procedures

These Bylaws authorize the Association to exercise all powers, duties and authority necessary for the proper conduct and administration of the affairs of the Association. The Board must establish a procedure to assure due process in cases where there is a question of a Unit Owner's compliance with the terms of the Condominium Documents. This process is intended to minimize the need to seek redress through the court system.

As used herein, "due process" refers to the following basic rights:

(1) Written charges will be given to the Unit Owner.
(2) A hearing will be held at which witnesses may appear and may be cross-examined and in which evidence may be introduced.
(3) The basic principles of fairness will be applied.

20.01 Actions Before Initiation of Formal Complaints

Any Unit Owner, officer or agent of the Association has the right to request a Unit Owner cease or correct any act or omission that appears to be in violation of the Condominium Documents. This informal request is to be made before the formal complaint process is begun.

The Association may make initial attempts to secure compliance through correspondence with the Unit Owner or other Unit occupant, which, to the extent known, will state the time, place, date and nature of the violation as well as the time period in which the violation must be corrected. Copies of that correspondence must be maintained in the ADR Committee or the Association's files. A copy may be sent to the Association's legal counsel.

In the case of disputes between Unit Owners regarding activities within Units or appurtenant Limited Common Elements, the Association has the right to not become involved in a dispute or act on a complaint unless there are two or more complaining parties.

20.02 Written Complaints

If the actions described in Article 19.01 above are unsuccessful, the formal complaint process will be initiated upon the filing of a written complaint by any Unit Owner, officer, Trustee or agent of the Association with the Association. All complaints must contain a written statement of charges setting forth in ordinary and concise language the acts or omissions with which the Unit Owner or other Unit occupant ("Respondent") is charged. The complaint should specify the specific provisions of the Condominium Documents that the Respondent is alleged to have violated, if known, but must not contain merely a recitation of charges phrased in the language of the Condominium Documents without supporting facts as to each such charge. The complaint must be as specific as possible as to times, dates, places and persons involved in sufficient detail so that the Respondent can prepare a defense. The complaint must contain the following:

20.03 Preliminary Investigation

On receipt and consideration of a written complaint, the Board may request that its managing or other agent make a preliminary investigation as to its validity and to promptly report their findings to the Board. If the conditions complained of have been corrected or if the complaint is for any other reason no longer valid, the Board will determine the appropriate disposition of the matter and will respond in writing to the complainant. If the preliminary investigation indicates the need for further action, the Board may then proceed as appropriate with the steps set forth below.

20.04 Service of the Complaint

If the preliminary investigation indicates that further action is necessary, the Board will serve a copy of the complaint on the Respondent in the manner set forth in Article 18.03 hereof. Service by mailing shall be deemed effective two (2) days after mailing in a regular depository of the United States mail with proper postage affixed. The complaint must be accompanied by a post card or other written form as described in Article 19.06 below entitled "Notice of Defense," which constitutes a notice of defense hereunder. No order adversely affecting the rights of the Respondent may be made in any case unless the Respondent has been served as provided herein.

20.05 Notice of Hearing

Along with service of the complaint, the Board must cause a Notice of Hearing, as provided herein, to be served upon the Respondent at least fifteen (15) days before the date scheduled for the initial hearing. The Notice of Hearing will be substantially in the following form, but may include other information:

> "You are hereby notified that a hearing will be held before the Covenants Committee of the Association at ____ on the ____ day of _____ , ______, at the hour of ___ upon the charges made in the attached complaint hereby served upon you. You may be present at the hearing and may, but need not be, represented by counsel; may present relevant documentary or testimonial evidence; and you will be given full opportunity to cross-examine all witnesses who testify against you. You are entitled to request the attendance of witnesses and the production of books, documents, or other items to be used against you by the complainant by applying to the Covenants Committee of the Association.
>
> "

If any parties can promptly show good cause as to why they cannot attend the hearing on the date set and indicate the dates and times on which they will be available, the ADR Committee may adjourn the hearing and promptly deliver to the complainant and the Respondent a notice of the new hearing date.

20.06 Notice of Defense

Service of Complaint and Notice of Hearing must be accompanied by a Notice of Defense. The Notice of Defense must state:

> "As a Respondent you may:
>
> (1) attend any hearing held by the ADR Committee on the complaint,
> (2) object to the Complaint on the grounds that it does not state the acts or omissions or the relevant sections of the Condominium Documents that are alleged to have been violated and upon which the ADR Committee may proceed,
> (3) object to the form of any Complaint that is so indefinite or uncertain that the Respondent cannot properly prepare a defense,
> (4) admit to the Complaint in whole or in part, in such event, the ADR Committee will meet to determine appropriate action or penalty, if any.

Any objections to the form or substance of the Complaint must be considered by the ADR Committee within thirty (30) days of receipt. The ADR Committee must make its determination and notify all parties in writing by the end of the thirty (30) day period. If the Complaint is found to be insufficient, the complaining party has thirty (30) days in which to amend the Complaint to make it sufficient. The same procedure set forth above will be followed with respect to any amended Complaint. If the ADR Committee determines that the Complaint is still insufficient, they may dismiss the matter.

20.07 Amended Complaints

At any time before the initial hearing date, an amended complaint may be filed by the Complainant. All parties must be notified in the manner herein provided of the content of same. If the amended complaint contains new charges, the ADR Committee must afford the Respondent a reasonable opportunity to prepare a defense.

20.08 Discovery/Statements

On written request to the other party, made before the initial hearing date and within fifteen (15) days after service of the Complaint or within ten (10) days after service of any amended Complaint, either party is entitled to obtain the names and addresses of witnesses to the extent known to the other party and to inspect and make copies of any statements, writings, photographs, and to investigative reports relevant to the subject matter of the hearing.

Nothing herein, however, authorizes the inspection or copying of any writing or other thing that is privileged from disclosure by law or otherwise made confidential or protected as, for example, an attorney's work product. Any party claiming that their request for discovery was not complied with must submit a petition to request discovery to the ADR Committee who will then make a determination and issue a written order setting forth the matter or part thereof that the petitioner is entitled to discover.

Any time ten (10) or more days before the initial date of the hearing or a continued hearing, any party must mail or deliver to the opposing party a copy of any sworn statement, which that party proposes to introduce into evidence. Unless the opposing party, within seven (7) days after such mailing or delivery, mails or delivers to the proponent a request to cross-examine the author, the opposing party's right to cross-examine that author is waived and the sworn statement, if introduced into evidence, will be given the same effect as if the author had testified orally. If any opportunity to cross-examine a statement's author is not afforded after request is made as provided above, the statement may be introduced in evidence, but it must only be given the same effect as hearsay evidence.

20.09 Constraints on the ADR Committee

Each ADR Committee member must make a determination as to whether that member is able to function in a disinterested and objective manner in consideration of each matter before it. Any member incapable of such objective consideration on any matter must disclose same to the parties, cannot participate in the proceedings and have that fact recorded in the minutes of the ADR Committee. Any ADR Committee member has the right to challenge any other member who is alleged to be unable to function in a disinterested and objective manner.

Before any hearing, the Complainant and Respondent may challenge any ADR Committee member for any valid legal reasons so as to cause that member to be disqualified from consideration of the matter. If challenged, ADR Committee members do not voluntarily disqualify themselves from consideration of the matter; the Board must meet within thirty-five (35) days to determine the sufficiency of the challenge. If the Board sustains the challenge, the challenged members are disqualified and the remaining ADR Committee members will be available to participate in the hearing and decision. All decisions of the Board regarding eligibility of ADR Committee members are made in its sole discretion and are final.

20.10 Hearing

The ADR Committee determines the way all hearings are conducted, as long as the rights set forth herein are protected. The hearing need not be conducted using any technical rules relating to evidence and witnesses. The ADR Committee selects a person to service as hearing officer and to preside over the hearing. A hearing officer need not be a Unit Owner or a member of the ADR Committee. Counsel for the Association may, at the discretion of the Board, be present at hearings and may serve as hearing officer. Upon the commencement of the hearing, the hearing officer will explain the rules and procedures that will be followed during the hearing.

Neither the Complainant nor the Respondent must attend any hearing. At the request of either the Complainant or Respondent or on its own motion, the ADR Committee may conduct a hearing in private session. In doing so the ADR Committee may elect to have each witness testify before it in closed session, without any other witnesses being present. Despite this, at all hearings the Complainant and Respondent have the right to be present.

Each party has the right to do the following, but may waive any or all of the right to:

(1) make an opening statement,
(2) introduce evidence, testimony and witnesses,
(3) cross-examine opposing witnesses,
(4) rebut evidence and testimony by presenting your own testimony and witnesses, and
(5) make a closing statement before the ADR Committee closes the hearing.

If the Complainant or Respondent does not testify on their own behalf, each may still be called and questioned. In such event the party called to testify may avail themselves of whatever Constitutional rights apply to the situation.

Whenever the ADR Committee has begun to hear a matter, if an ADR Committee member is later disqualified before a final determination is made, the remaining ADR Committee members will continue to hear the matter. In the case of any tie votes, the hearing officer must cast a vote to break the tie. Oral evidence must only be given on oath or affirmation taken by the witness and administered by a ADR Committee member or the hearing officer.

20.11 Disposition of Complaint

On the conclusion of hearings on a matter, the ADR Committee must make its decision and notify all parties of same in writing within fifteen (15) days after the hearings are closed. The decision need not state any reasons to support same and if the ADR Committee finds that there has been a material violation of any restrictive provision in the Condominium Documents, it may impose the penalties authorized in the Condominium Documents, including but not limited to, the suspension of privileges of membership in the Association and right to use the Common Elements, recreation and other facilities of the Association; and/or the imposition of fines or other remedies to the extent that the Board is permitted to do so by the Condominium Documents and applicable law. In the resolution of housing disputes, all costs of the ADR Committee shall be Common Expenses.

20.12 Appeal to Board

Any Respondent found by the ADR Committee to have committed a material violation of any provision of the Condominium Documents has the right to appeal to a court of competent jurisdiction. Any such appeal must be commenced by the filing of the appropriate pleading with the clerk of the applicable court within forty-five (45) days of the date of the written decision of the ADR Committee or the ADR Committee's determination becomes binding.

20.13 Mediation Alternative

Before beginning any hearing before the ADR Committee, in order to settle the dispute in good faith, any party to the dispute may request mediation of the dispute by an impartial mediator appointed by the ADR Committee. The Complainant and Respondent must appear before the mediator at a mediation session if requested by the mediator. All mediations will be completed within thirty (30) days after appointment of the mediator unless the ADR Committee extends this time period for good cause. If a settlement is not reached, all relevant time periods for the ADR Committee hearings are extended for forty (40) days. Expenses incurred in the mediation shall be Common Expenses.

20.14 Intent

The procedures herein are to- serve as a protection to Unit Owners, to assure that due process rights are protected in an adversarial proceeding, and to be guidelines for the Board, the Covenants Committee and the ADR Committee discharging their duties to enforce the Condominium Documents. The Board and the Covenants Committee and the ADR Committee, as appropriate, may determine the specific way the procedures will be applied to and implemented by each of those bodies respectively, provided that at all times the due process rights of the participants are protected.

Any inadvertent omission or failure to conduct an adversary hearing in exact conformity with this Article does not invalidate the results of any proceeding, as long as a prudent and reasonable attempt was made to insure due process according to the general steps set forth herein.

EXHIBIT F
CERTIFICATE OF INCORPORATION

CERTIFICATE OF INCORPORATION

OF

THE FOUR SEASONS AT BRIDGEWATER
CONDOMINIUM ASSOCIATION, INC.

TO: THE TREASURER
State of New Jersey

THE UNDERSIGNED, being of the age of 18 years or over, desiring to form a corporation pursuant to an Act of the Legislature of the State of New Jersey, entitled "New Jersey Nonprofit Corporation Act", Title 15A, together with the amendments thereof and supplements thereto, does hereby certify:

FIRST: The name by which this corporation is to be known in law is:

THE FOUR SEASONS AT BRIDGEWATER CONDOMINIUM ASSOCIATION, INC.

SECOND: This corporation ("Association") does not contemplate pecuniary gain or profit to its members and is formed for the purpose of administering, managing, preserving, utilizing, and controlling certain Properties, including the Common Area to be owned by the Association, and establishing and enforcing various rights and obligations of the Owners of Lots who shall be the Members of the Association, as set forth in a Master Deed for The Four Seasons at Bridgewater Condominium Association ("Master Deed") relating to premises located in the Township of Bridgewater, Somerset County, New Jersey, which Master Deed has been or will be recorded in the Somerset County Clerk's Office in accordance with the requirements of the New Jersey Condominium Act.

THIRD: Upon acquiring a Unit located on the Properties, a purchaser automatically becomes a Member of the corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Any qualifications on such membership are as set forth in the Master Deed and/or in the By-Laws of the corporation.

FOURTH: The initial principal office of the corporation is located at 110 Fieldcrest Avenue, CN-7825, Edison, New Jersey -8818-7825.

FIFTH: The affairs of the corporation shall be governed by a Board of Trustees, consisting of not less than three (3) persons. The names and addresses of the trustees selected for the first year of the corporation's existence are as follows:

SIXTH: The Board of Trustees of the corporation shall be elected as set forth in the Master Deed and/or in the By-Laws of the corporation, and shall have such qualifications as are set forth in the Master Deed and/or in the By-Laws of the corporation. Trustees need not be members of the corporation.

SEVENTH: The name and address of the initial registered agent of the corporation upon whom process may be served is:

EIGHTH: The corporation shall have such powers and duties as provided by the Master Deed and in the By-Laws of the corporation.

NINTH: Subject to any restrictions in the Master Deed, the corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate in the manner now or hereafter prescribed by law, and all rights and powers conferred herein on members, trustees, and officers are subject to this reserve power.

TENTH: Amendment of this Certificate shall require the affirmative vote of seventy-five (75%) percent of the votes of the members of the corporation, in accordance with the voting rights established in the Master Deed and/or in the By-Laws of the corporation.

ELEVENTH: Upon dissolution, the assets of the corporation shall be distributed in the manner set forth in the By-Laws of the corporation.

TWELFTH: The name and address of the incorporator of the corporation is:

Bernadette Fallows Davidson, Esq.
Sterns & Weinroth
50 West State Street, Suite 1400
P.O. Box 1298
Trenton, New Jersey 08607-1298

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this __ day of___________, 200__.

____
BERNADETTE F. DAVIDSON

EXHIBIT G
FORM OF UNIT DEED

Prepared by:________________________

THIS INDENTURE

This Deed made on ____________, 200__, by and between K. Hovnanian at Bridgewater I, LLC, a limited liability company organized and existing under the laws of the State of New Jersey, whose main office is 110 Fieldcrest Avenue, CN- 7825, Edison, New Jersey, the GRANTOR

AND

the GRANTEE

about to reside at ____

The GRANTOR grants, sells, conveys and transfers ownership of the property described below to GRANTEE for the sum of

Unit _____, in Building ____, situated in The Four Seasons at Bridgewater Condominium together with an undivided ____ percentage interest in the Common Elements of said Condominium (referred to in this Deed as the "Unit").

The conveyance is subject to the New Jersey Condominium Act (N.J.S.A. 46:8B-1 et seq.) and the Planned Real Estate Development Full Disclosure Act (N.J.S.A. 45:22A-21 et seq.), as amended and any applicable regulations adopted under either law. The conveyance evidenced by this Deed is also subject to a Master Deed for The Four Seasons at Bridgewater, dated ________ and recorded __________ in the Office of the Clerk of Somerset County in Deed Book ____, Page ____, et seq., as amended from time to time and other easements, restrictions and covenants of record, if any, which remain operative.

The Unit is now designated as Unit Number ____ on a map entitled "Lot, __ Block _____, Final Site Plan, Four Seasons at Bridgewater," which map was filed in the Somerset County Clerk's Office on ______ as Map # _______.

As a condition of receiving title, Grantee shall receive a percentage share in and be a beneficial member of The Fours Seasons at Bridgewater Condominium Association, Inc., which shall obligate Grantee to all fiduciary duties as a shareholder in and member of said corporation as per the terms and conditions of its Bylaws and Articles of Incorporation. Such shares and membership shall run with the land and is only transferable upon passage of title to the property described above. Such interest is non-severable from title to the property.

The GRANTOR promises the GRANTEE that Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that Grantor has not allowed anyone else to obtain any legal rights that affect the property.

This Deed has been signed and attested to by the appropriate officers of the GRANTOR and the corporate seal of the GRANTOR is affixed.

ATTEST: K. Hovnanian at Bridgewater I, LLC

______________________ BY:___________________________

STATE OF NEW JERSEY :ss
COUNTY OF :

On ___________, 20__, ________________________ personally appeared before me and he acknowledged under oath that: he is the ___________ of K. Hovnanian at Bridgewater I, LLC, the GRANTOR in this Deed; that he knows the proper seal of the GRANTOR and it is affixed to this Deed; this Deed was signed by _______________, the ___________of the GRANTOR; he signed this Deed to attest to the signing of the Deed by _______________; the Deed was signed and delivered by the GRANTOR as its voluntary act, which act was properly authorized by the GRANTOR; he is signing this Certification to affirm the truthfulness of what has been set forth; and the full and actual consideration paid or to be paid for the transfer of title to the property described in this Deed, as such consideration is defined in N.J.S.A. 46:15-5, is $_______.

____

Sworn and Subscribed to before me at
____________________, the date aforesaid.

____

SPECIFIC POWER OF ATTORNEY

I, the above named GRANTEE, do hereby irrevocably name, make, appoint, constitute and confirm K. Hovnanian at Bridgewater I, LLC, a limited liability company organized and existing under the laws of the State of New Jersey, whose main office is 110 Fieldcrest Avenue, CN- 7825, Edison, New Jersey, and its assigns and successors, my true and lawful Attorney-in-Fact for me for those specific and limited purposes as set forth in Article XII Section 4 of the Master Deed for The Four Seasons at Bridgewater Condominium Association and for me and in my name, place and stead, execute any such amendment(s) of said Master Deed and other instrument(s) necessary to effect the purposes set forth in Article XII Section 4 of said Master Deed with the same force and effect as though I were present and acting for myself and I hereby ratify and confirm all that my said attorney-in-fact shall do by virtue hereof. This Power of Attorney shall not be affected by the fact that I might become incompetent hereafter, but shall remain in full force and effect.

In witness whereof, I hereunto set my hand this ___ day of __________, 20__.

________________________ ________________________
GRANTEE GRANTEE

State of New Jersey)ss:
County of ___________)

Be it remembered, that on this __ day of __________, 200_, before me, the subscriber, personally appeared ______________________, who, I am satisfied (is)(are) the person(s) named in and who executed the within Instrument, and thereupon acknowledged that the Instrument was signed, sealed and delivered as a voluntary act and deed for the uses and purposes therein expressed.

____
SUBSCRIBER

K. HOVNANIAN AT BRIDGEWATER I, LLC

to

____

CHARGE, RECORD & RETURN

TO:

____

____

____

EXHIBIT H
LANDSCAPE MANAGEMENT SPECIFICATIONS

EHIXIBIT I
COMPLIANCE AFFIDAVIT

COMPLIANCE AFFIDAVIT
HOUSING FOR OLDER PERSONS ACT OF 1995

This Affidavit acknowledges that the undersigned has this day purchased the Home identified as ________________ and situated in The Four Seasons at Bridgewater, an age restricted community located in Bridgewater Township, Somerset County, New Jersey. The Four Seasons at Bridgewater is the subject to the Housing for Older Persons Act of 1995, which requires that the developer and/or The Four Seasons at Bridgewater Condominium Association maintain a census of the occupants of the community (Condominium Association) and their ages. This will further acknowledge that based upon my personal knowledge each person's age is indicated below. I agree to sign a census form that may be requested of me from time to time by the Condominium Association, in order to update this information. I swear that the statements made in this Affidavit are true.

PLEASE PRINT

RESIDENT(S) NAME(S)	AGE(S)	BIRTH DATE(S)	RELATIONSHIP TO OTHER OCCUPANTS
____________________	______	_____________	___________________
____________________	______	_____________	___________________
____________________	______	_____________	___________________
____________________	______	_____________	___________________

As verification of the above information, please attach to this notice a copy of the following for each person named above:

i. Driver's License
ii. Birth Certificate
iii. Passport
iv. Any other official identification that shows a birth date and that the above information is true.

I hereby acknowledge that the statements made herein are true to the best of my knowledge and belief.

____
Signature

____
Date

STATE OF NEW JERSEY)
) ss.
COUNTY OF Middlesex)

BE IT REMEMBERED, that on this 4th day of November, 2003, before me, the subscriber, an officer authorized to take acknowledgments and proofs, personally appeared Thomas Piscitelli who, I am satisfied is the Vice Pres. of K. Hovnanian Brick Hundred the sponsor named in the foregoing Master Deed, and, I having first made known to him the contents hereof, thereupon he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of such Company, for the uses and purposes therein expressed, as of and for and on behalf of the Sponsor/Company, pursuant to authority granted by the Members/Managers of such Company.

STEPHANIE A. WANDER-BELZER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 11, 2007

BRETT A. RADI
SOMERSET COUNTY CLERK
20 GROVE STREET
P.O. BOX 3000
SOMERVILLE, NJ 08876-1262

Recorded:	**11/07/2003 03:33:12 PM**		
Book:	**OPR 5498 Page: 3287-3413**		
Instrument No.:	**2003140946**		
	AGTDEED	**127 PGS**	**$1,280.00**
Recorder:	**PREMPEH**		

DO NOT DISCARD

2003140946

64p $60 chow
$10 NOTATION

2005014449

BRETT A. RADI COUNTY CLERK
SOMERSET COUNTY, NJ
2005 MAR 03 12:21:00 PM
BK:5713 PG:1850-1914
INSTRUMENT # 2005014449

FIRST AMENDMENT TO THE MASTER DEED FOR FOUR SEASONS AT BRIDGEWATER CONDOMINIUM

This First Amendment to the Master Deed for Four Seasons at Bridgewater Condominium is made this 28th day of February, 2005, by K. Hovnanian at Bridgewater I, LLC, 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 (the "Developer").

WITNESSETH:

WHEREAS, the Developer established the condominium form of ownership relative to certain lands and improvements thereon located in the Township of Bridgewater, Somerset County, New Jersey by recording that certain Master Deed for Four Seasons at Bridgewater Condominium (the "Master Deed") dated November 4, 2003 and recorded November 7, 2003 in the office of the Clerk of Somerset County in Deed Book 5498 at Page 3287, et seq. (from now on called the "Master Deed"); # 2003140946

WHEREAS, by virtue of the recordation of the Master Deed, the Developer created "Four Seasons at Bridgewater Condominium" (the "Condominium") pursuant to the New Jersey Condominium Act, N.J.S.A. 46:8B-1 et seq.;

WHEREAS, the Developer wishes to amend and supplement certain provisions and Exhibits of the Master Deed; and

WHEREAS, at Article XII, Section 4(b) of the Master Deed, the Developer reserved for itself for a period of five (5) years from the date the first Unit is conveyed to an individual purchaser or until the closing of title of the last of the Developer's Units, whichever event occurs first, the right to execute on behalf of all contract purchasers, Unit Owners, mortgagees, other lienholders or parties claiming a legal or equitable interest in the Property or any portion thereof, any agreements, documents, amendments or supplements to correct, supplement or provide technical changes to the Master Deed, Bylaws and other documents that create or implement the creation of the Condominium or Association.

NOW, THEREFORE, Developer hereby amends and supplements the Master Deed as follows:

1. The text of the Master Deed is amended as follows:

EXHIBIT D
TO
MASTER DEED

SCHEDULE OF UNDIVIDED PERCENTAGE INTEREST
IN COMMON ELEMENTS

FOUR SEASONS AT BRIDGEWATER
A CONDOMINIUM

TOWNSHIP OF BRIDGEWATER, COUNTY OF SOMERSET,
STATE OF NEW JERSEY

ALL UNITS HAVE ONE DECK OR PATIO, ONE ASSIGNED PARKING SPACE,
AND ONE ASSIGNED STORAGE BIN
AS LIMITED COMMON ELEMENTS

DEVELOPER BUILDING ID BLDG	DEVELOPER BUILDING ID UNIT #	UNIT TYPE	BLOCK	LOT	UNDIVIDED % INTEREST IN COMMON ELEMENTS
1001	A-1	1387	601	150	0.64935%
1001	B-1	1175	601	151	0.64935%
1001	C-1	1110	601	152	0.64935%
1001	D-1	1130	601	153	0.64935%
1001	E-1	1130	601	154	0.64935%
1001	F-1	1110	601	155	0.64935%
1001	G-1	1175	601	156	0.64935%
1001	H-1	1387	601	157	0.64935%
1001	I-1	1446	601	158	0.64935%
1001	J-1	1060	601	159	0.64935%
1001	K-1	1337	601	160	0.64935%
1001	L-1	1337	601	161	0.64935%
1001	M-1	1491	601	162	0.64935%
1001	N-1	1341	601	163	0.64935%
1001	O-1	1337	601	164	0.64935%
1001	P-1	1060	601	165	0.64935%
1001	Q-1	1354	601	166	0.64935%
1001	A-2	1398	601	167	0.64935%
1001	B-2	1175	601	168	0.64935%
1001	C-2	1110	601	169	0.64935%
1001	D-2	1130	601	170	0.64935%
1001	E-2	1130	601	171	0.64935%
1001	F-2	1110	601	172	0.64935%
1001	G-2	1175	601	173	0.64935%
1001	H-2	1398	601	174	0.64935%
1001	I-2	1775	601	175	0.64935%
1001	J-2	1366	601	176	0.64935%
1001	K-2	1777	601	177	0.64935%
1001	L-2	1777	601	178	0.64935%
1001	M-2	1893	601	179	0.64935%
1001	N-2	1781	601	180	0.64935%
1001	O-2	1777	601	181	0.64935%
1001	P-2	1366	601	182	0.64935%
1001	Q-2	1775	601	183	0.64935%
1001	A-3	1963	601	184	0.64935%
1001	B-3	1336	601	185	0.64935%
1001	C-3	1504	601	186	0.64935%
1001	D-3	1692	601	187	0.64935%
1001	E-3	1336	601	188	0.64935%
1001	F-3	1963	601	189	0.64935%
1002	A-1	1387	601	250	0.64935%
1002	B-1	1175	601	251	0.64935%
1002	C-1	1101	601	252	0.64935%
1002	D-1	1101	601	253	0.64935%
1002	E-1	1110	601	254	0.64935%

DEVELOPER BUILDING ID BLDG	DEVELOPER BUILDING ID UNIT #	UNIT TYPE	BLOCK	LOT	UNDIVIDED % INTEREST IN COMMON ELEMENTS
1002	F-1	1175	601	255	0.64935%
1002	G-1	1387	601	256	0.64935%
1002	H-1	1354	601	257	0.64935%
1002	I-1	1060	601	258	0.64935%
1002	J-1	1110	601	259	0.64935%
1002	K-1	1110	601	260	0.64935%
1002	L-1	1110	601	261	0.64935%
1002	M-1	1110	601	262	0.64935%
1002	N-1	1060	601	263	0.64935%
1002	O-1	1354	601	264	0.64935%
1002	A-2	1398	601	265	0.64935%
1002	B-2	1175	601	266	0.64935%
1002	C-2	1101	601	267	0.64935%
1002	D-2	1101	601	268	0.64935%
1002	E-2	1110	601	269	0.64935%
1002	F-2	1175	601	270	0.64935%
1002	G-2	1398	601	271	0.64935%
1002	H-2	1775	601	272	0.64935%
1002	I-2	1366	601	273	0.64935%
1002	J-2	1547	601	274	0.64935%
1002	K-2	1547	601	275	0.64935%
1002	L-2	1547	601	276	0.64935%
1002	M-2	1547	601	277	0.64935%
1002	N-2	1366	601	278	0.64935%
1002	O-2	1775	601	279	0.64935%
1002	A-3	1963	601	280	0.64935%
1002	B-3	1753	601	281	0.64935%
1002	C-3	1526	601	282	0.64935%
1002	D-3	1336	601	283	0.64935%
1002	E-3	1963	601	284	0.64935%
1003	A-1	1540	601	350	0.64935%
1003	B-1	1155	601	351	0.64935%
1003	C-1	1155	601	352	0.64935%
1003	D-1	1130	601	353	0.64935%
1003	E-1	1130	601	354	0.64935%
1003	F-1	1155	601	355	0.64935%
1003	G-1	1155	601	356	0.64935%
1003	H-1	1540	601	357	0.64935%
1003	I-1	1354	601	358	0.64935%
1003	J-1	1337	601	359	0.64935%
1003	K-1	1735	601	360	0.64935%
1003	L-1	1337	601	361	0.64935%
1003	M-1	1337	601	362	0.64935%
1003	N-1	1491	601	363	0.64935%
1003	O-1	1341	601	364	0.64935%
1003	P-1	1337	601	365	0.64935%
1003	Q-1	1735	601	366	0.64935%
1003	R-1	1337	601	367	0.64935%
1003	S-1	1446	601	368	0.64935%
1003	A-2	1540	601	369	0.64935%
1003	B-2	1155	601	370	0.64935%
1003	C-2	1155	601	371	0.64935%
1003	D-2	1130	601	372	0.64935%
1003	E-2	1130	601	373	0.64935%
1003	F-2	1155	601	374	0.64935%
1003	G-2	1155	601	375	0.64935%
1003	H-2	1540	601	376	0.64935%
1003	I-2	1547	601	377	0.64935%
1003	J-2	1777	601	378	0.64935%
1003	K-2	2294	601	379	0.64935%
1003	L-2	1777	601	380	0.64935%

DEVELOPER BUILDING ID BLDG	DEVELOPER BUILDING ID UNIT #	UNIT TYPE	BLOCK	LOT	UNDIVIDED % INTEREST IN COMMON ELEMENTS
1003	M-2	1777	601	381	0.64935%
1003	N-2	1893	601	382	0.64935%
1003	O-2	1781	601	383	0.64935%
1003	P-2	1777	601	384	0.64935%
1003	Q-2	2294	601	385	0.64935%
1003	R-2	1777	601	386	0.64935%
1003	S-2	1775	601	387	0.64935%
1003	A-3	1815	601	388	0.64935%
1003	B-3	1644	601	389	0.64935%
1003	C-3	1504	601	390	0.64935%
1003	D-3	1692	601	391	0.64935%
1003	E-3	1644	601	392	0.64935%
1003	F-3	1815	601	393	0.64935%
1004	A-1	1387	601	450	0.64935%
1004	B-1	1175	601	451	0.64935%
1004	C-1	1110	601	452	0.64935%
1004	D-1	1101	601	453	0.64935%
1004	E-1	1101	601	454	0.64935%
1004	F-1	1175	601	455	0.64935%
1004	G-1	1387	601	456	0.64935%
1004	H-1	1446	601	457	0.64935%
1004	I-1	1060	601	458	0.64935%
1004	J-1	1110	601	459	0.64935%
1004	K-1	1110	601	460	0.64935%
1004	L-1	1110	601	461	0.64935%
1004	M-1	1110	601	462	0.64935%
1004	N-1	1060	601	463	0.64935%
1004	O-1	1446	601	464	0.64935%
1004	A-2	1398	601	465	0.64935%
1004	B-2	1175	601	466	0.64935%
1004	C-2	1110	601	467	0.64935%
1004	D-2	1101	601	468	0.64935%
1004	E-2	1101	601	469	0.64935%
1004	F-2	1175	601	470	0.64935%
1004	G-2	1398	601	471	0.64935%
1004	H-2	1775	601	472	0.64935%
1004	I-2	1366	601	473	0.64935%
1004	J-2	1547	601	474	0.64935%
1004	K-2	1547	601	475	0.64935%
1004	L-2	1547	601	476	0.64935%
1004	M-2	1547	601	477	0.64935%
1004	N-2	1366	601	478	0.64935%
1004	O-2	1775	601	479	0.64935%
1004	A-3	1963	601	480	0.64935%
1004	B-3	1336	601	481	0.64935%
1004	C-3	1526	601	482	0.64935%
1004	D-3	1753	601	483	0.64935%
1004	E-3	1963	601	484	0.6493506% *

* *Pursuant to the Condominium Act, N.J.S.A. 46:8B-9(g), "The proportionate undivided interests in common elements and limited common elements, if any, appurtenant to each unit. These interests shall in each case be stated as percentages aggregating 100%." This unit has been given a 0.6493506% proportionate undivided interest for legal purposes only. The owner of this unit will own an equal share of undivided interests.*

IN WITNESS WHEREOF, the Developer has caused this First Amendment to the Master Deed to be signed, sealed and delivered by its proper corporate officers and its corporate seal to be affixed this 28th day of February, 2005.

ATTEST:

Scott R. Baron, Secretary

K. HOVNANIAN AT BRIDGEWATER I, LLC,
Developer

BY: ______________________
Andre Miesnieks, President

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

BE IT REMEMBERED, that on this 26th day of February, 2005, the subscriber, an Attorney at Law of the State of New Jersey, personally appeared Scott R. Baron, who, being by me duly sworn upon his oath, deposes and makes proof to my satisfaction, that he is the Assistant Secretary of K. HOVNANIAN AT BRIDGEWATER I, LLC., a New Jersey limited liability company named in the within instrument; that is the President of said limited liability company; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Directors of the said corporation; that deponent well knows the corporate seal of said corporation; and that the seal affixed to this instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by said Area President as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his/her name thereto as attesting witness.

Scott R. Baron, Assistant Secretary

Sworn and subscribed
to before me the date aforesaid.

ANNE KOZDRON
NOTARY PUBLIC OF NEW JERSEY
My Commission Exp. August 26, 2006

689021.01

FIRST AMENDMENT TO THE

MASTER DEED FOR

FOUR SEASONS AT BRIDGEWATER CONDOMINIUM

DATED: February 28th, 2005

Prepared by: ______________________
Christine F. Li, Esq.

RECORD AND RETURN TO:

Eastern Title Agency, Inc.
1 Industrial Way W, Bldg. D
P.O. Box 338
Eastontown, New Jersey 00724
XE001192

689021.01

BRETT A. RADI
SOMERSET COUNTY CLERK
20 GROVE STREET
P.O. BOX 3000
SOMERVILLE, NJ 08876-1262

Recorded: 03/03/2005 12:21:00 PM

Book: OPR 5713 **Page:** 1850-1914

Instrument No.: 2005014449

AGTDEED 65 PGS $660.00

AGREEMENT DEED: $660.00

Recorder: WESTERVELT

DO NOT DISCARD

2005014449

3p60⁰⁰ ck WJM

2006001772

BRETT A. RADI COUNTY CLERK
SOMERSET COUNTY, NJ
2006 JAN 09 11:33:32 AM
BK:5848 PG:2394-2397
INSTRUMENT # 2006001772

SECOND AMENDMENT TO THE MASTER DEED FOR K. HOVNANIAN'S FOUR SEASONS AT BRIDGEWATER, A CONDOMINIUM

THIS SECOND AMENDMENT TO THE MASTER DEED is made this 1st day of December, 2005, by K. Hovnanian at Bridgewater I, L.L.C., a New Jersey limited liability company, having an office at 110 Fieldcrest Avenue, CN - 7825, Edison, New Jersey 08818-7825 (hereinafter referred to as the "Sponsor").

WHEREAS, the Sponsor established the condominium form of ownership relative to certain lands and improvements thereon located in the Township of Bridgewater, Somerset County, New Jersey, by recording that certain Master Deed dated November 4, 2003 and recorded November 7, 2003 in the office of the Clerk of Somerset County in Deed Book 5498 at Page 3287, et seq.; and # 2003140946

WHEREAS, by virtue of the recordation of the Master Deed, the Sponsor created "K. Hovnanian's Four Seasons at Bridgewater, A Condominium" hereinafter referred to as the "Condominium") pursuant to the New Jersey Condominium Act, N.J.S.A. 46:8B-1 et seq.; and

WHEREAS, the Sponsor has recorded the First Amendment to the Master Deed dated February 20, 2005 and recorded March 3, 2005 in the office of the Clerk of Somerset County in Deed Book 5713 at Page 1850, et seq.; and

WHEREAS, the Sponsor wishes to amend and supplement certain provision of the Master Deed; and

WHEREAS, at Article XII, Section 4(b) of the Master Deed, the Sponsor reserved for itself for a period of five (5) years from the date the first Unit is conveyed to an individual purchaser or until closing of title of the last of the Sponsor's Units, whichever occurs first, the right to execute on behalf of all contract purchasers, Unit Owners, mortgagees, other lienholders or parties claiming a legal or equitable interest in the Condominium or any portion thereof, any amendments or supplements to the Master Deed; and

WHEREAS, Section 126-2 of the Land use Code of the Township of Bridgewater (the "Code") has been amended, impacting who may be Unit Owners of the Condominium.

NOW, THEREFORE, Developer hereby amends and supplements the Master Deed as follows:

The text of the Master Deed is amended as follows:

A. The Third Paragraph on Page 1 is amended by the deletion of "over 62" and the insertion of "55 or older" in its stead.

B. Article XI of the Master Deed captioned "RESTRICTIONS" is amended at Section 3 captioned "AGE RESTRICTIONS" by the deletion of "Under Section 126-2" and the insertion of "Under Section 126-2, as amended on April 4, 2005 by Ord. No. 05-12," in its stead.

C. Article XI of the Master Deed captioned "RESTRICTIONS" is amended at Section 3 captioned "AGE RESTRICTIONS" by the deletion of "sixty-five" and the insertion of "fifty-five" in its stead.

D. Article XI of the Master Deed captioned "RESTRICTIONS" is amended at Section 3 captioned "AGE RESTRICTIONS" by the deletion of all references to "62" and the insertion of "55" in their stead.

All other terms and provisions of the aforesaid Master Deed, as previously expressly amended and supplemented, shall remain in full force and effect. In the event of any inconsistency between the terms of the Master Deed and this Second Amendment to the Master Deed, the terms of this Second Amendment shall govern.

IN WITNESS WHEREOF, the Sponsor has caused this Master Deed to be duly executed the day and year first above written.

WITNESS:	K. HOVNANIAN AT BRIDGEWATER I, LLC
	BY:
Scott R. Barad Legal Counsel	Andre Mietniecks President

STATE OF NEW JERSEY)
) ss.
COUNTY OF Middlesex)

BE IT REMEMBERED, that on this 7th day of December, 2005, before me, the subscriber, an officer authorized to take acknowledgments and proofs, personally appeared Andre Mierowiecki who, I am satisfied is the President of K. Hov. at Bridgewater I LLC. the sponsor named in the foregoing Master Deed, and, I having first made known to him the contents hereof, thereupon he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of such Company, for the uses and purposes therein expressed, as of and for and on behalf of the Sponsor/Company, pursuant to authority granted by the Members/Managers of such Company.

ANNE KOZDRON
NOTARY PUBLIC OF NEW JERSEY
My Commission Exp. August 26, 2006

R & R

EASTERN TITLE AGENCY, INC.
1 INDUSTRIAL WAY W. BLDG. D
P.O. BOX 338
EATONTOWN, NEW JERSEY 07724
(732) 389-0009 FAX 389-9023

A. The List of Exhibits in the Master Deed is deleted in its entirety and the following is inserted in its stead:

"1. Master Deed
A. Legal Description of the Property
B. Survey and Site Plan of the Property
C. Floor Plans
D. Certificate of Incorporation of Four Seasons at Bridgewater Condominium Association, Inc.
E. Bylaws of Four Seasons at Bridgewater Condominium Association, Inc.
F. Schedule of Percentage Interest in Common Elements
G. Compliance Affidavit"

B. Article II of the Master Deed captioned "DEFINITIONS" is amended at paragraph ii "Unit" to delete the reference to "Exhibits C-1 through C-6"at the fourth line therein and to replace same with "Exhibit C".

C. Article IV of the Master Deed captioned "COMMON ELEMENTS" is amended at Section 2 to delete the reference to "Exhibits C-1 through C-6"at the fourth line therein and to replace same with "Exhibit C".

D. Article IV of the Master Deed captioned "COMMON ELEMENTS" is amended at Section 3 captioned "LIMITED COMMON ELEMENTS" by the deletion of that section in its entirety and the insertion in its stead of the following:

"Any patios or decks, parking spaces, and storage bins designated for the exclusive use of a Unit shall be a Limited Common Element of the Unit. The maintenance of any patios or decks shall be the responsibility of the Unit Owner who has exclusive use of the Unit. If the Unit Owner fails to properly maintain such patio or deck, the Association may do so on the Unit Owner's behalf and charge the reasonable expenses thereof to the Unit Owner. Any expense of repair or replacement of the Limited Common Elements (unless necessitated by the negligence, misuse or neglect of the Unit Owner) shall be part of the Common Expenses of the Association.

Each Unit will be assigned one (1) parking space in the garage located in the Building in which the Unit is located and designated as a Limited Common Element for the exclusive use of the Owner of the Unit (the "Primary Parking Space"). The Storage Bin immediately adjacent to a Primary Parking Space will also be a Limited Common Element related to the Primary Parking Space and will be appurtenant to the Unit. The Primary Parking Space (and the adjacent Storage Bin) shall "run with title" to the Unit to which it has been assigned, and may not be transferred as a Limited Common Element appurtenant to any another Unit in the Condominium.

Any parking space in the garage not designated as a Primary Parking Space may be designated by the Developer as a Limited Common Element appurtenant to a Unit (the "Additional Parking Space"). If the Additional Parking Space has a Storage Bin adjacent to it, the Storage Bin together with the Additional Parking Space will be designated as a Limited Common Element. Unlike the Primary Parking Space, a Unit Owner may transfer to another Unit Owner the Additional Parking Space, at which time the Additional Parking Space will become a Limited Common Element appurtenant to the Unit to which the Additional Parking Space was transferred. Any parking spaces not designated as Limited Common Elements appurtenant to any Unit shall be part of the General Common Elements of the Condominium and their use and/or assignment shall be subject to the Rules and Regulations of the Association.

An Additional Parking Space identified as a Limited Common Element shall be identified as such in the Deed conveying title to the Owner or by other instrument from the Developer if the Owner purchases the right to use an Additional Parking Space after the closing of title. Such Deed or instrument must be recorded in the Somerset County Clerk's office in order to effectuate the designation of the Additional Parking Space as a Limited Common Element of the Unit. The subsequent transfer of an Additional Parking Space as a Limited Common Element to a Unit other than that to which it was originally or previously assigned may only be undertaken by an instrument effectuating such conveyance and recorded in the Somerset County Clerk's Office.

E. Article IX of the Master Deed captioned "RESTRICTIONS" is amended at Section 2 captioned "SALE, LEASE OR OTHER DISPOSITION OF LIVING UNITS OR LOTS" by the deletion of all references in the caption and in the text of Section 2 to "Living Units and Lots" and by the insertion of "Units" in their stead.

F. Article IX of the Master Deed captioned "RESTRICTIONS" is amended at Section 3 captioned "AGE RESTRICTIONS" by the deletion of that section in its entirety and the insertion in its stead of the following:

"Under Section 126-2 of the Land Use Code of the Township of Bridgewater (the `Code'), the Condominium has been designed and constructed for use by elderly and handicapped families which means families consisting of two or more persons, one of whom is 62 years of age or older, or is handicapped. Use is also intended by a single person who is 62 years of age or older or is handicapped. A person is considered handicapped under the Code if he or she has a physical impairment which is expected to be of a long, continued and indefinite duration, substantially impedes his or her ability to live independently, and is of such a nature that such disability could be ameliorated by more suitable housing conditions.

The construction, interpretation and enforcement of this Article IX as well as the remainder of the Master Deed and the Bylaws shall be in a manner consistent with the Code. Occupancy of the Units shall be restricted to use by families with at least one permanent resident sixty-five (62) years of age or older, with no children under nineteen (19) years of age in permanent residence, with the following exceptions: (1) any person of the age of 62 years or over ("Age Qualified Person"); (2) family members over the age of 19 provided they reside with an Age Qualified Person; and (3) any person, regardless of age, provided he or she is handicapped within the definition of the Code.

However, in the event the restrictions imposed by the Code are subsequently lawfully amended or interpreted, e.g. by court order, to permit additional classes of residents, the Condominium Association reserves the right to permit residency by such persons as shall be required by any such amendment or interpretation of the Code. Despite anything to the contrary in the Master Deed or Bylaws, no Unit may be occupied by a child under the age of 19 years unless, despite anything to the contrary, such person is handicapped dependent and protected by the Fair Housing Act. The Developer and the Condominium Association shall at all times implement the restrictions imposed by the Code upon the Condominium in a manner consistent with the "Housing for Older Persons" exemptions of the Fair Housing Act.

G. Article IX of the Master Deed captioned "RESTRICTIONS" is amended at Section 4 captioned "APPROVAL PROCEDURES" by the deletion of subparagraph iv in paragraph (b).

2. Exhibits B-1 and B-2 of the Master Deed captioned "Survey and Site (Master Deed) Plan" are deleted and replaced with Exhibit B consisting of the Survey and Site Plan appended to this First Amendment.

3. Exhibits C-1 through C-6 of the Master Deed captioned "Floor Plans, Units A through F" are deleted in their entirety and replaced with Exhibit C consisting of the Floor Plans and Unit Plans attached to this First Amendment.

4. Exhibit D of the Master Deed captioned "Schedule of Percentage Interests in Common Elements" is deleted in its entirety and replaced with the Schedule of Percentage Interest in Common Elements appearing as Schedule D attached to this First Amendment.

5. Exhibit G of the Master Deed captioned "Form of Unit Deed" is deleted as an Exhibit to the Master Deed.

6. Exhibit H of the Master Deed captioned "Landscape Management Specifications" is deleted as an Exhibit to the Master Deed.

7. The Compliance Affidavit of the Master Deed, formerly designated as Exhibit I, shall be redesignated as Exhibit G.

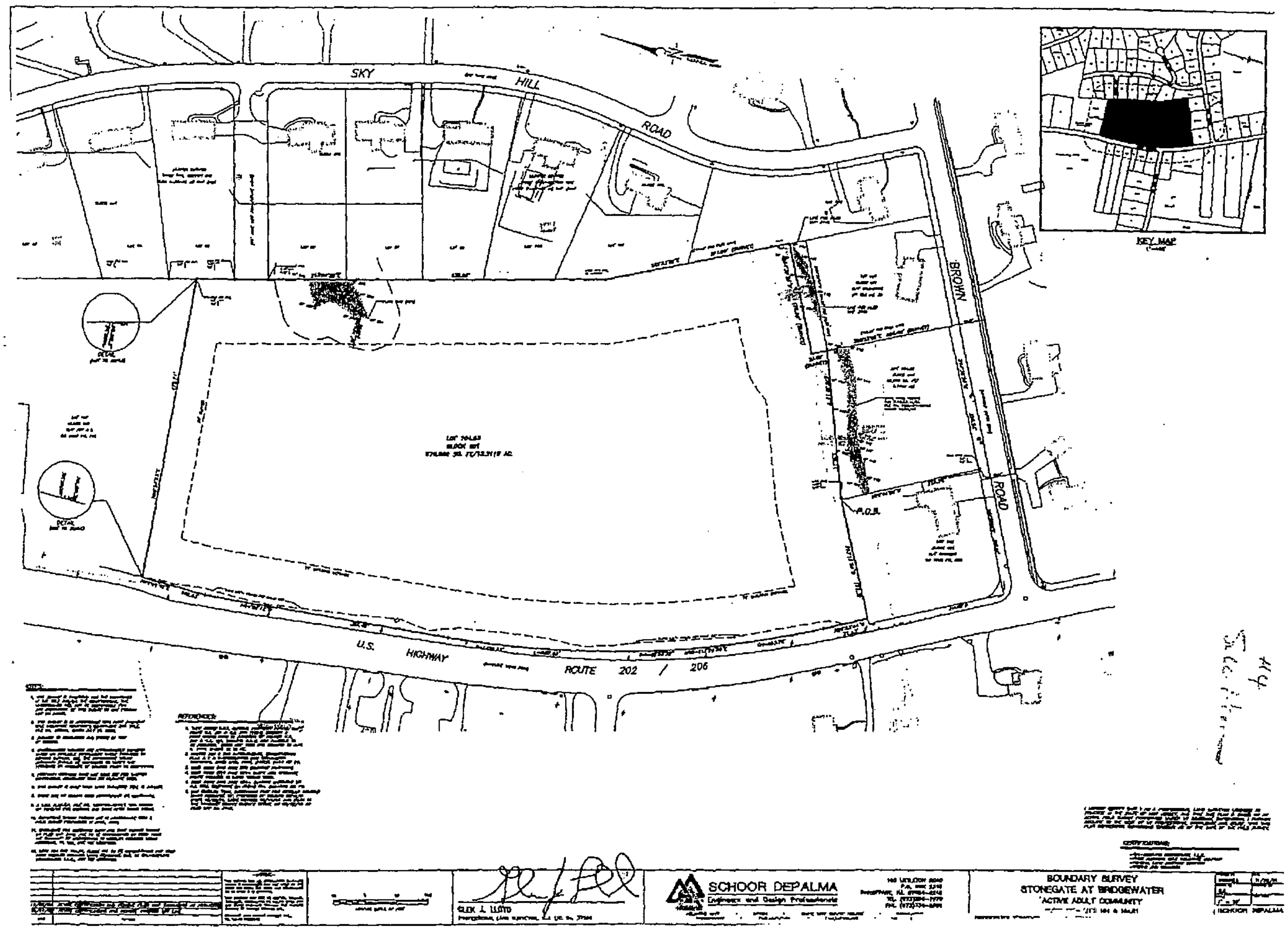
B. All other terms and provisions of the aforesaid Master Deed, as previously expressly amended and supplemented by the First Amendment to the Master Deed, shall remain in full force and effect. In the event of any inconsistency between the terms of the Master Deed as previously amended and this First Amendment to the Master Deed, the terms of this First Amendment shall govern.

EXHIBIT B

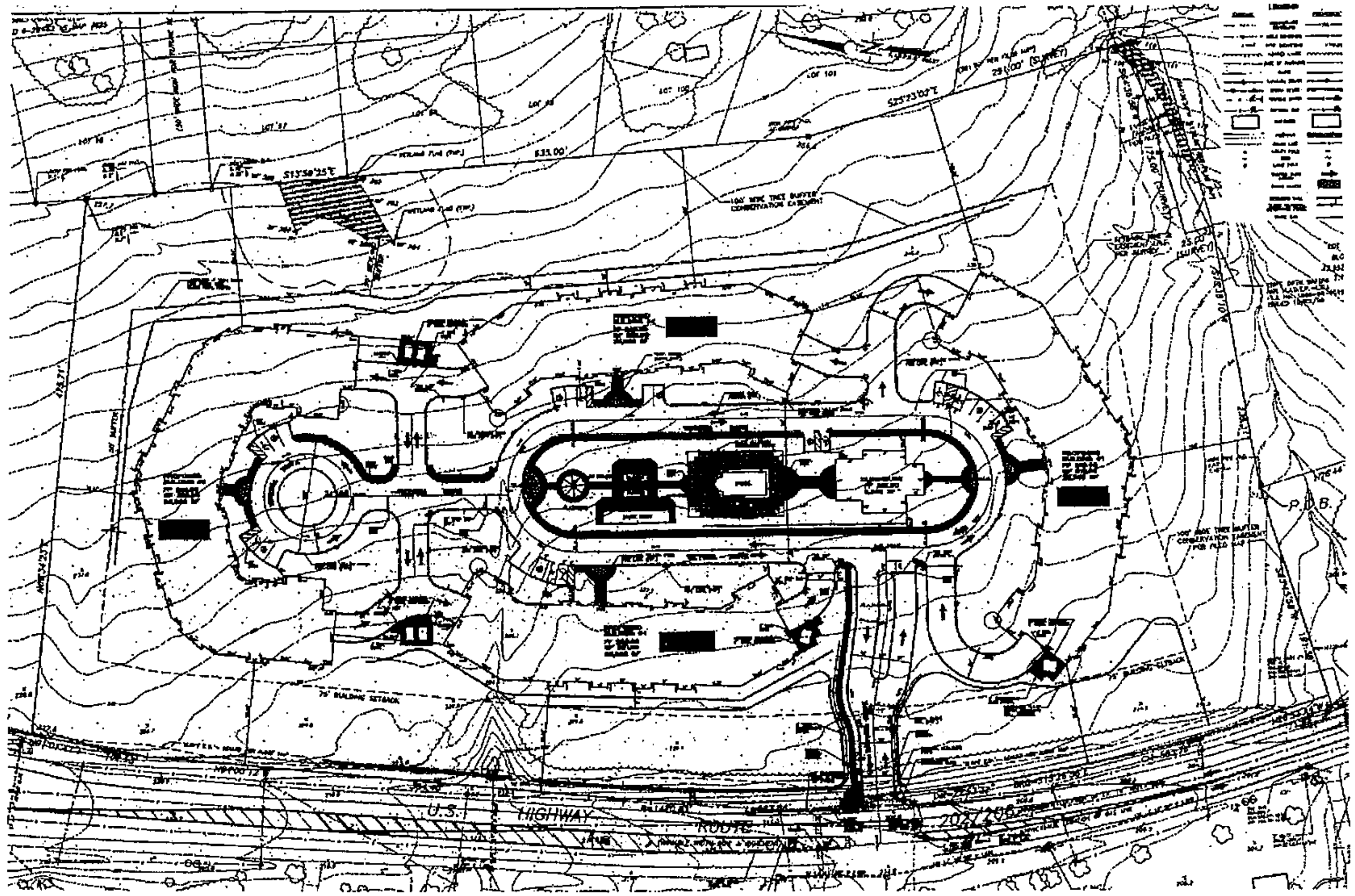
TO THE MASTER DEED FOR

FOUR SEASONS AT BRIDGEWATER, A CONDOMINIUM

SURVEY AND SITE PLAN



SKY HILL ROAD
BROWN ROAD
U.S. HIGHWAY ROUTE 202 / 206
P.O.B.
DETAIL
KEY MAP
#4
SCHOOR DEPALMA
Engineers and Design Professionals
BOUNDARY SURVEY
STONEGATE AT BRIDGEWATER
ACTIVE ADULT COMMUNITY
GLEN J. LLOYD
NOTES:
REFERENCES:
CERTIFICATIONS:



* ALL DIMENSIONS ARE APPROXIMATE

ARCHITECT:
JOHN W. GRAY

PROGRESS SET

K. Hovnanian Corporation

FOUR SEASONS @ BRIDGEWATER
BUILDING 1
BRIDGEWATER, NJ

000

10/22/04

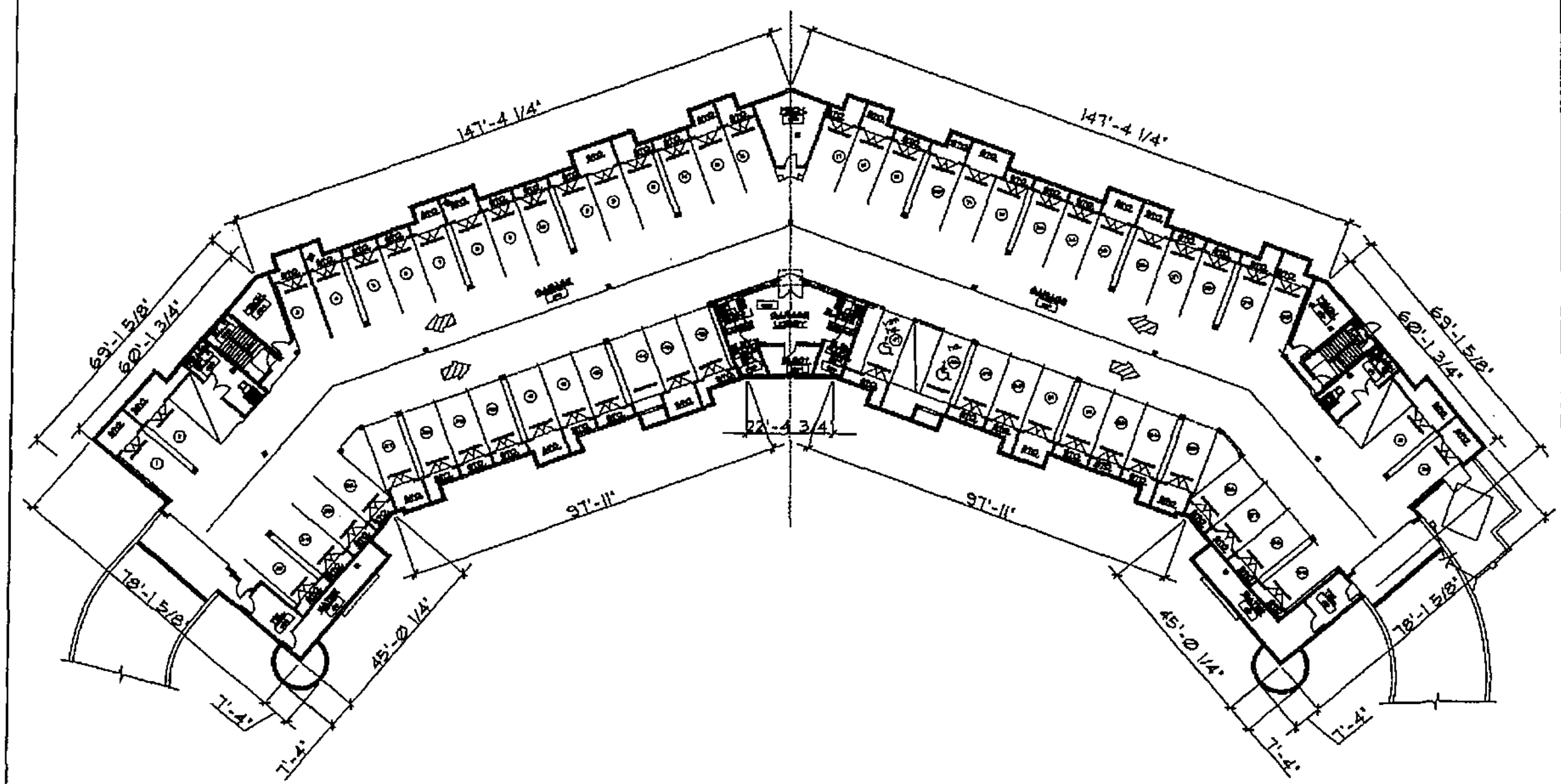
SP-1

EXHIBIT C

TO THE MASTER DEED FOR

FOUR SEASONS AT BRIDGEWATER, A CONDOMINIUM

FLOOR PLANS AND UNIT PLANS



A PARKING SPACE, ASSIGNED AS A LIMITED COMMON ELEMENT, SHALL INCLUDE THE ADJACENT STORAGE BIN, IF ANY.

GARAGE LEVEL
OVERALL FLOOR PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

PROGRESS SET

ARCHITECT:
JOHN W. GRAY

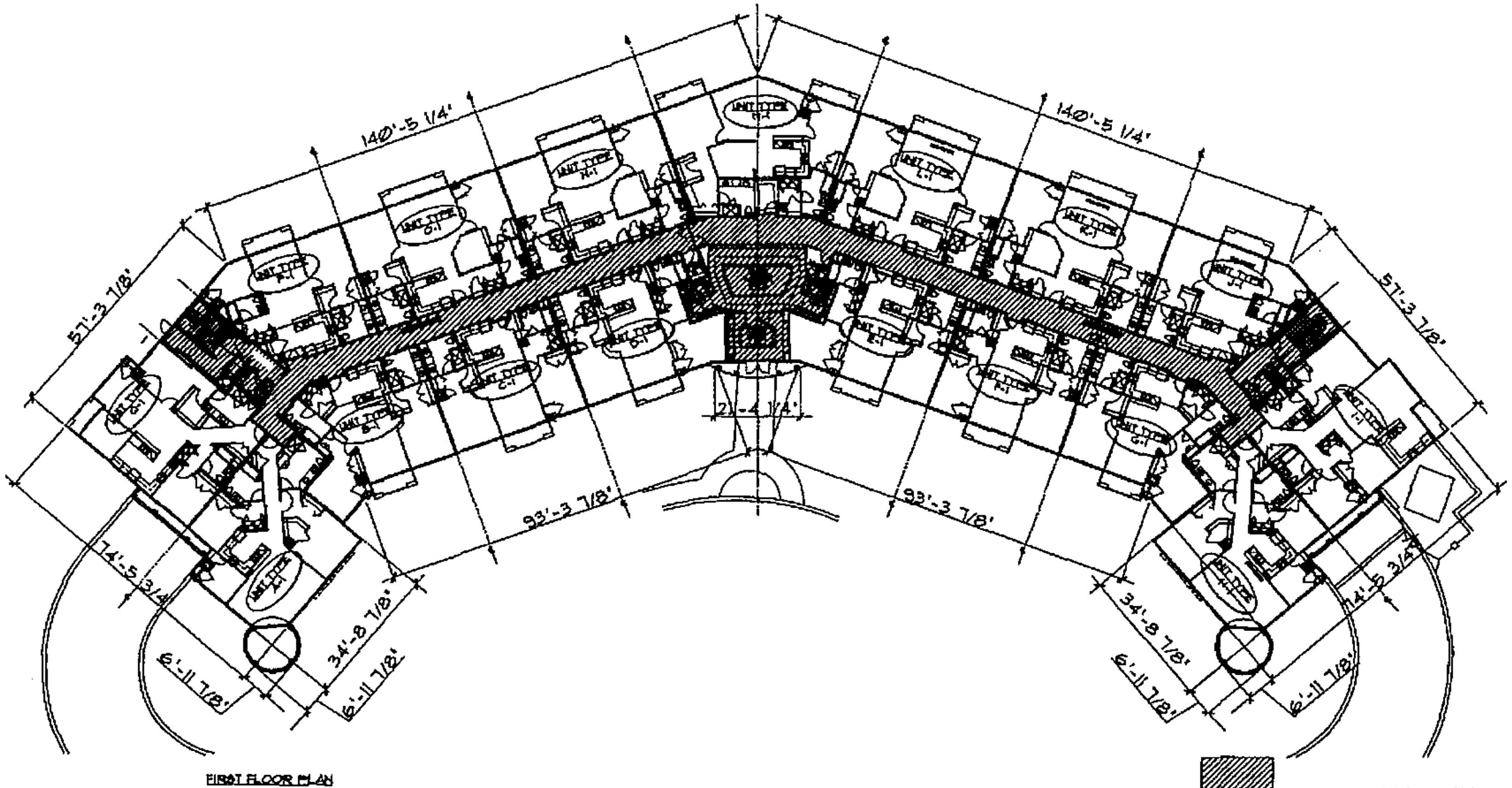
FOUR SEASONS @ BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

K. Hovnanian

000

10/22/04

A-1



COMMON ELEMENTS

FIRST FLOOR
OVERALL FLOOR PLAN

NOT TO SCALE

* ALL DIMENSIONS ARE APPROXIMATE

ARCHITECT:
JOHN W. GRAY

PROGRESS SET

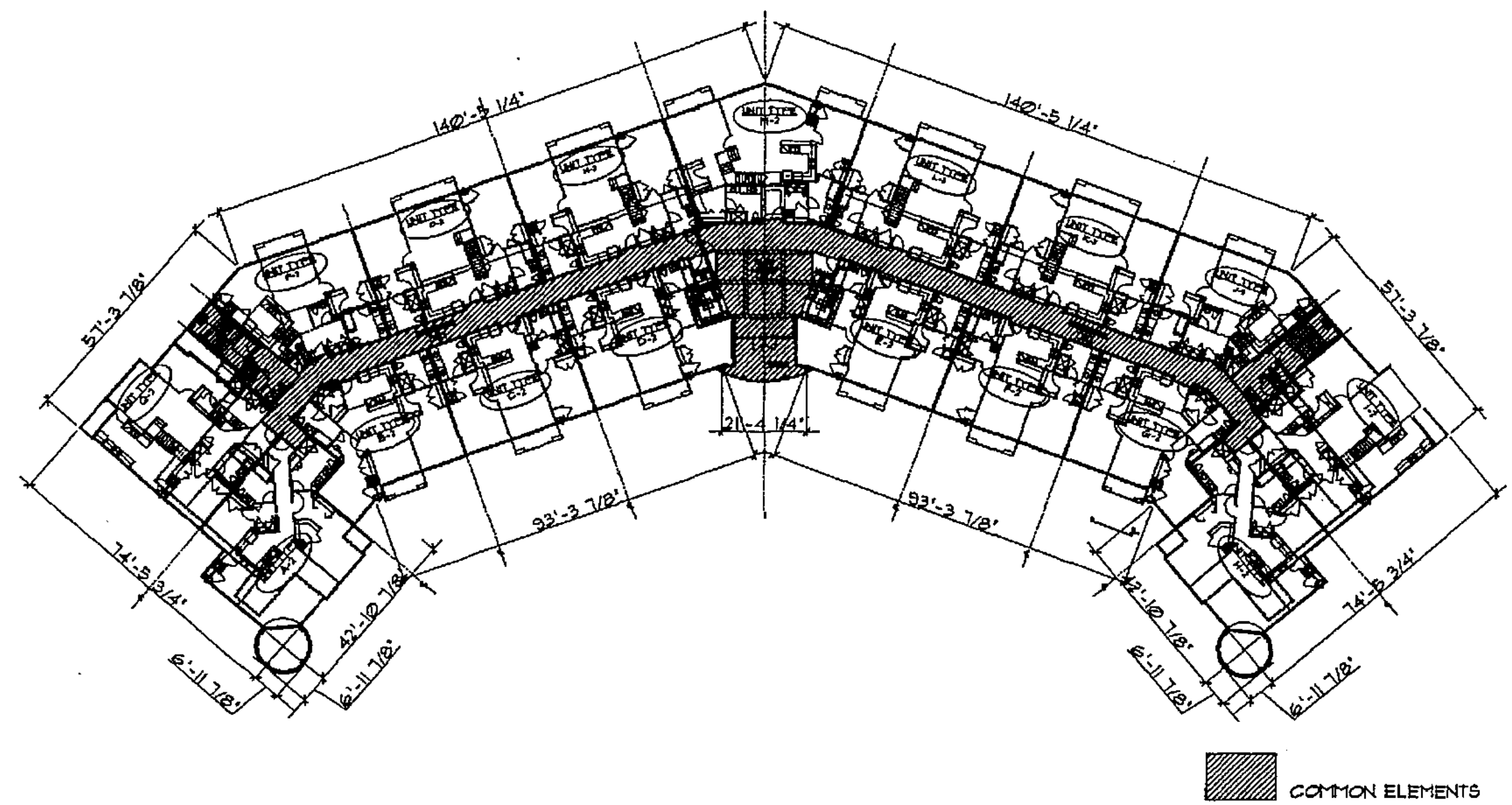
FOUR SEASONS @ BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

K. Hovnanian

000

10/22/04

A-2



SECOND FLOOR
OVERALL FLOOR PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

PROGRESS SET

ARCHITECT:
JOHN W. GRAY

FOUR SEASONS @ BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

K. Hovnanian Companies

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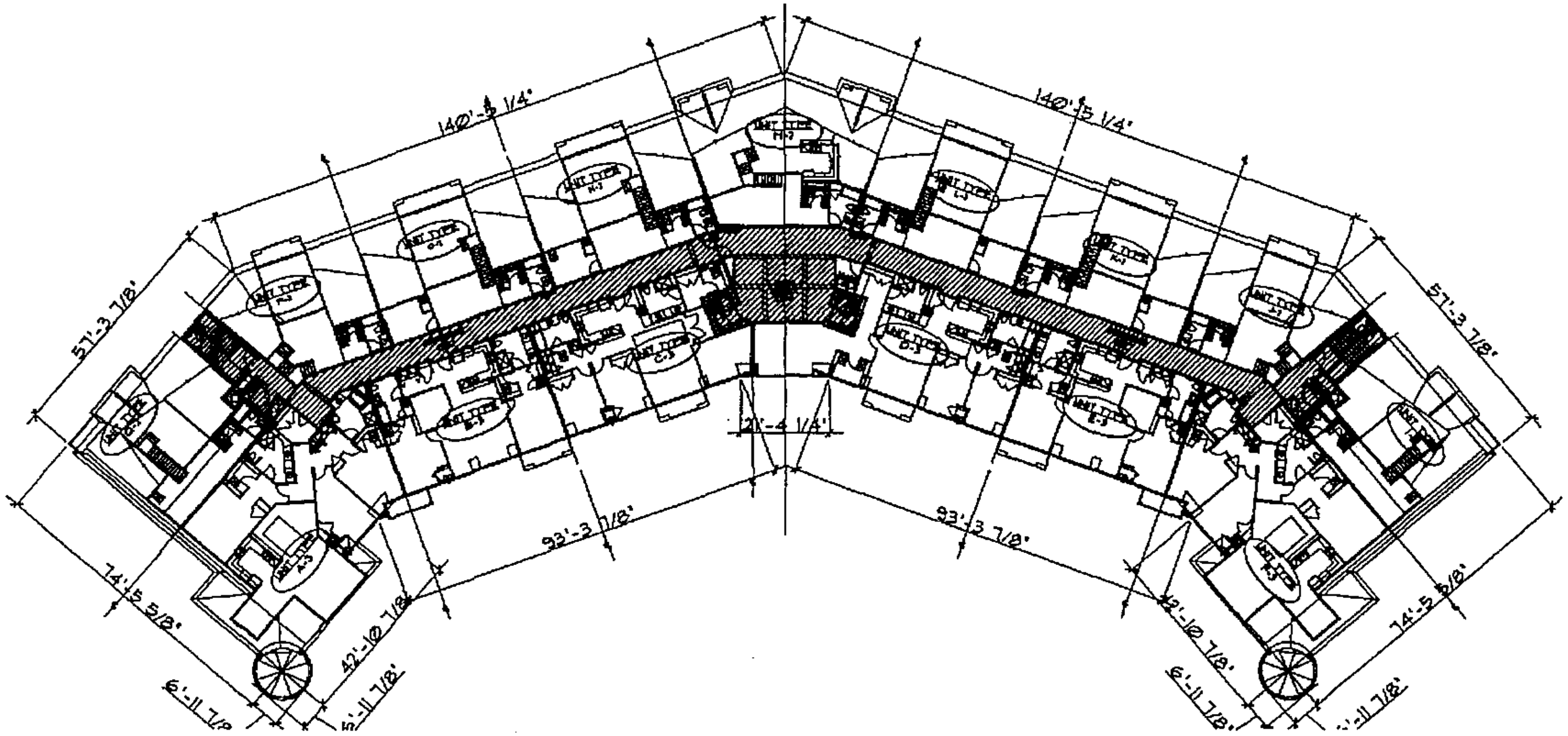
10/22/04

A-2.1



COMMON ELEMENTS

THIRD FLOOR
OVERALL FLOOR PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

ARCHITECT:
JOHN W. GRAY

PROGRESS SET

FOUR SEASONS • BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

K. Hovnanian Companies

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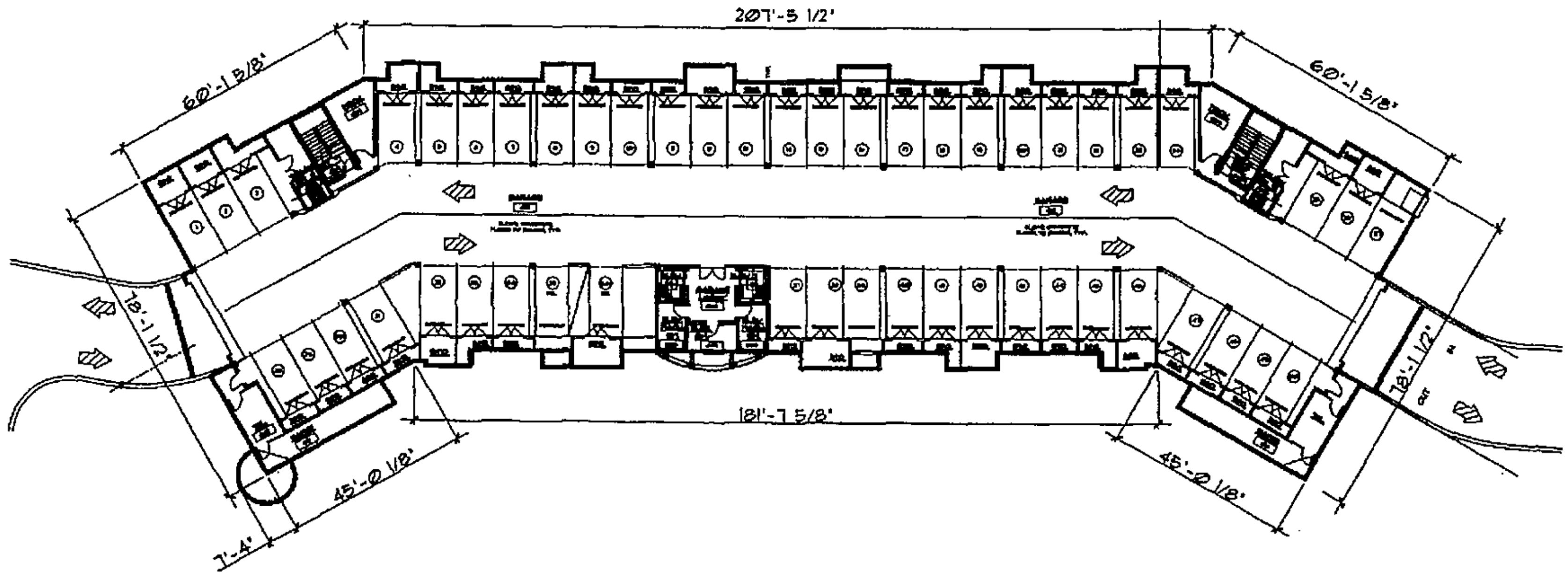
10/22/04

A-2.2



A PARKING SPACE, ASSIGNED AS A LIMITED COMMON ELEMENT, SHALL INCLUDE THE ADJACENT STORAGE BIN, IF ANY.

GARAGE LEVEL OVERALL FLOOR PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

PROGRESS SET

ARCHITECT:
JOHN W. GRAY

FOUR SEASONS @ BRIDGEWATER
BUILDING 2
BRIDGEWATER, NJ

K. Hovnanian Companies

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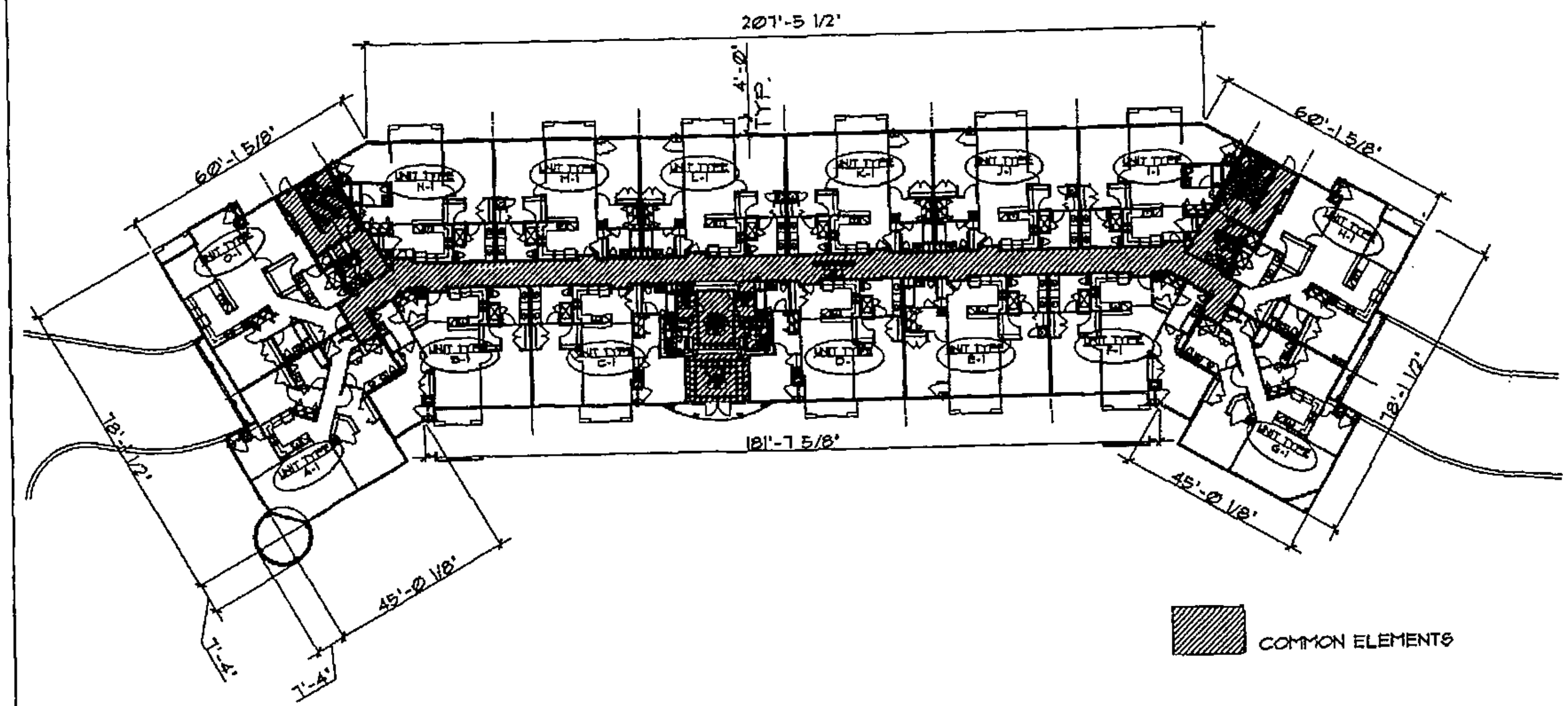
10/28/04

A-1



COMMON ELEMENTS

FIRST FLOOR
OVERALL FLOOR PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

PROGRESS SET

ARCHITECT:
JOHN W. GRAY

FOUR SEASONS @ BRIDGEWATER
BUILDING "2"
BRIDGEWATER, NJ

K. Hovnanian

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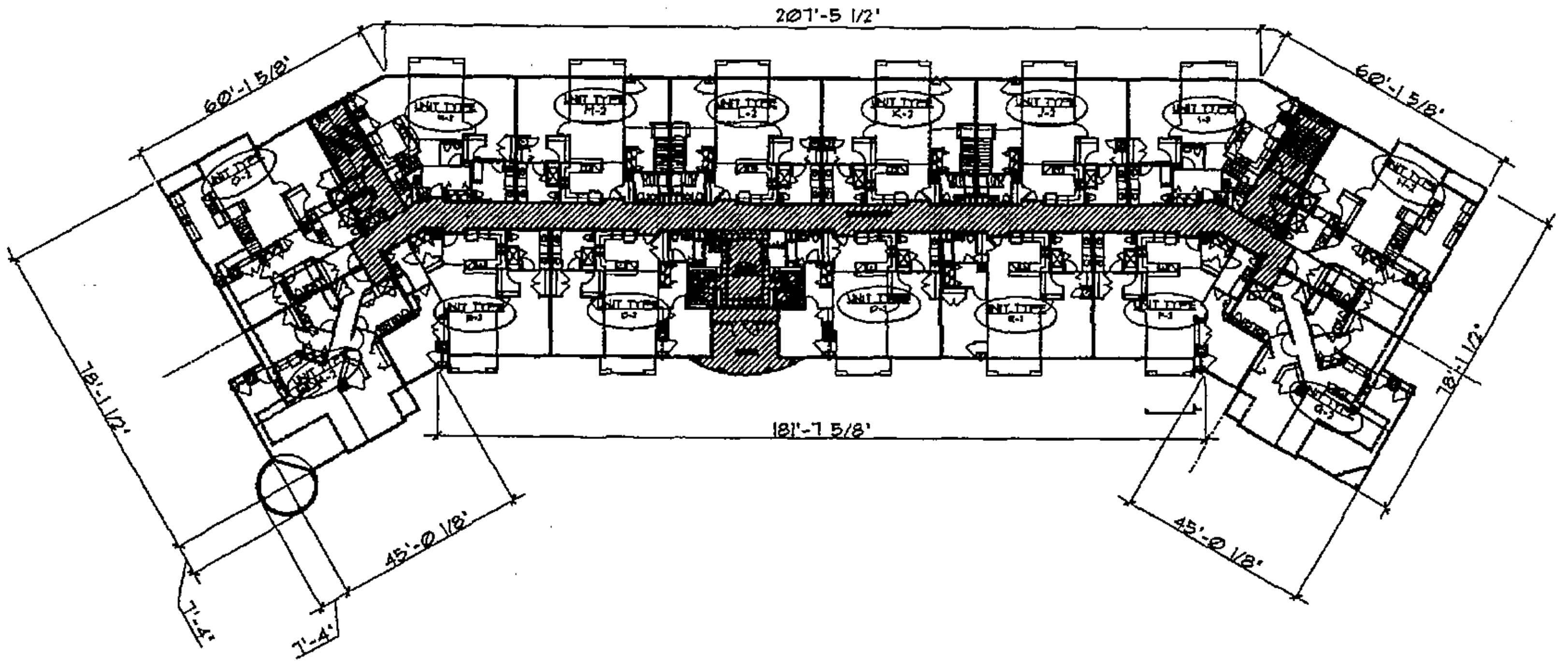
10/28/04

A-2



SECOND FLOOR PLAN

COMMON ELEMENTS

SECOND FLOOR
OVERALL FLOOR PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

PROGRESS SET

ARCHITECT:
JOHN W. GRAY

FOUR SEASONS @ BRIDGEWATER
BUILDING 9
BRIDGEWATER, NJ

K. Hovnanian

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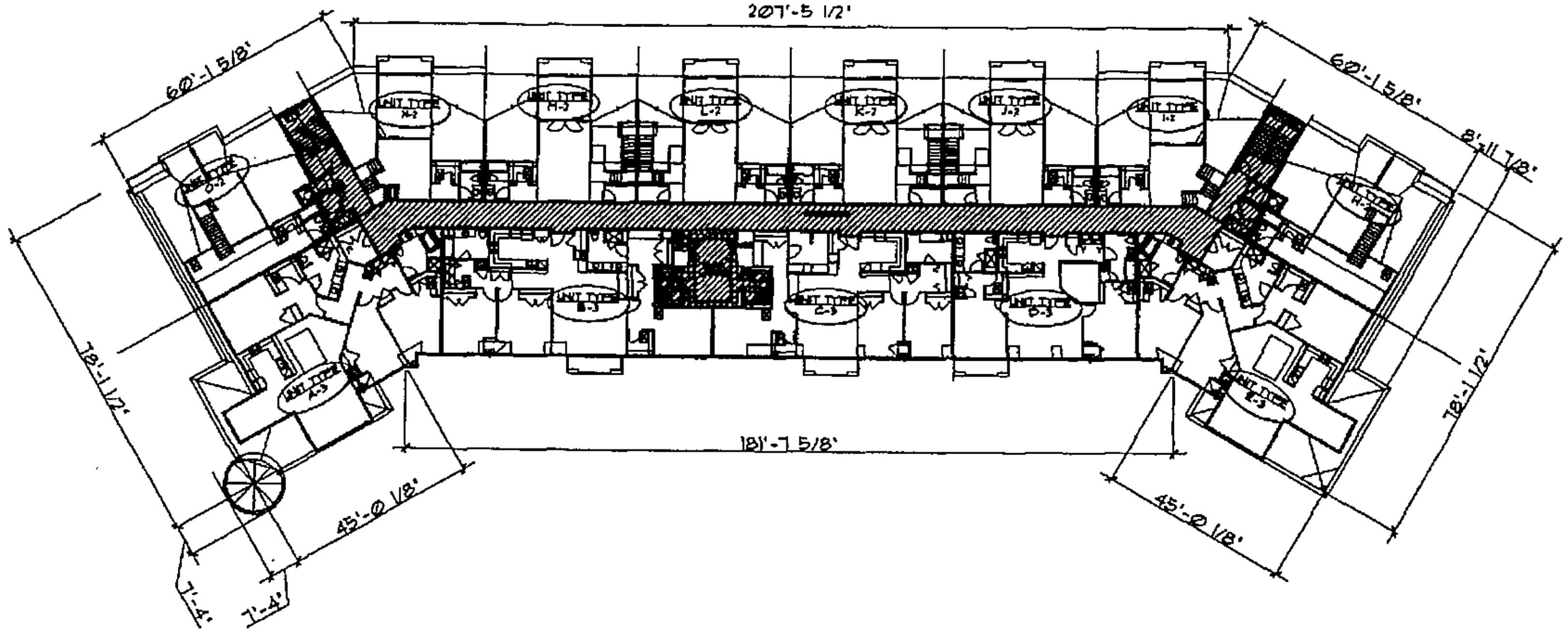
10/28/04

A-2.1



THIRD FLOOR
OVERALL FLOOR PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

PROGRESS SET

ARCHITECT:
JOHN W. GRAY

FOUR SEASONS @ BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

K. Hovnanian

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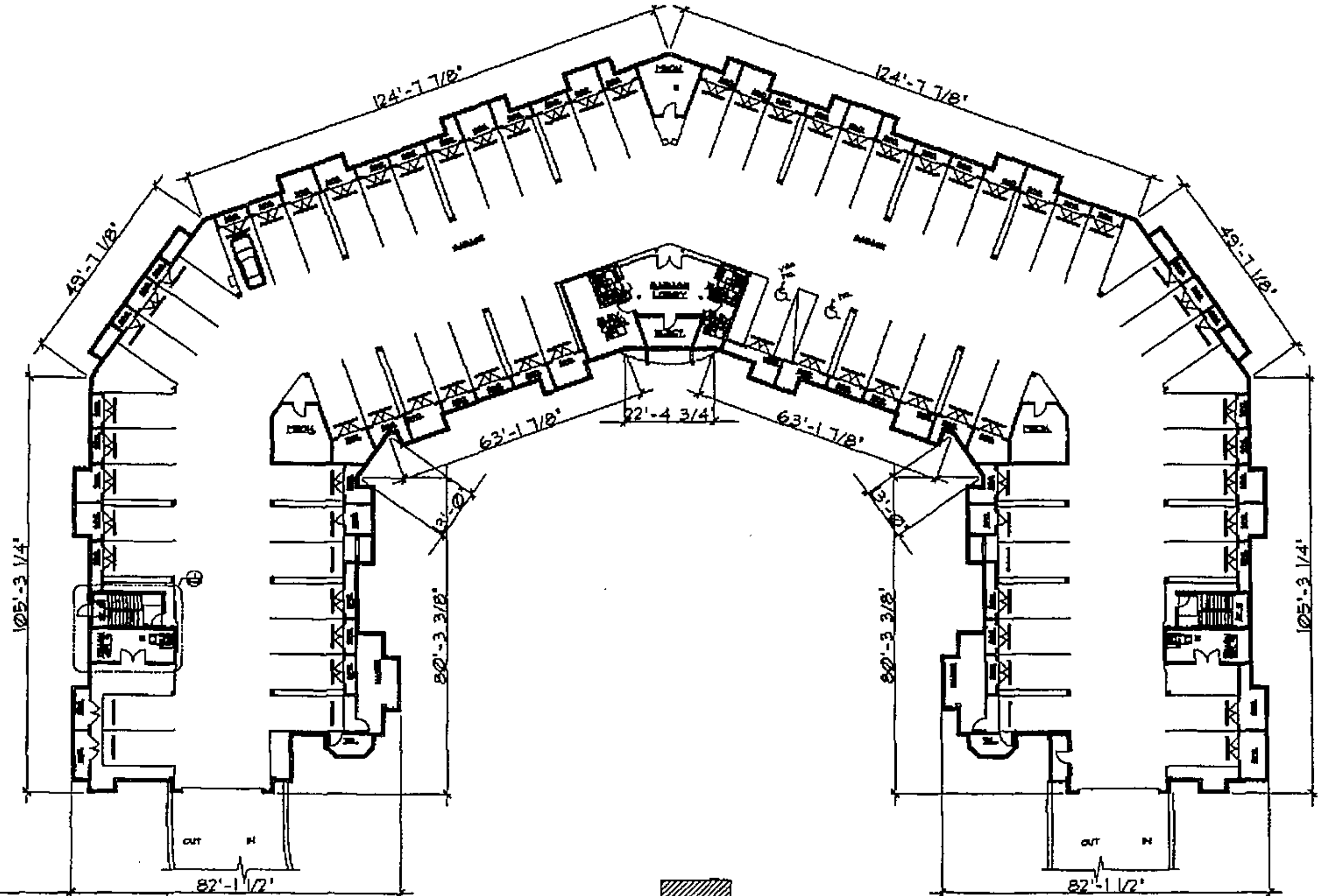
10/22/04

A-2.2



A PARKING SPACE, ASSIGNED AS A LIMITED COMMON ELEMENT, SHALL INCLUDE THE ADJACENT STORAGE BIN, IF ANY.

COMMON ELEMENTS

GARAGE LEVEL OVERALL FLOOR PLAN

NOT TO SCALE

* ALL DIMENSIONS ARE APPROXIMATE

PROGRESS SET

ARCHITECT:
JOHN W. GRAY

K. Hovnanian Companies

FOUR SEASONS @ BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

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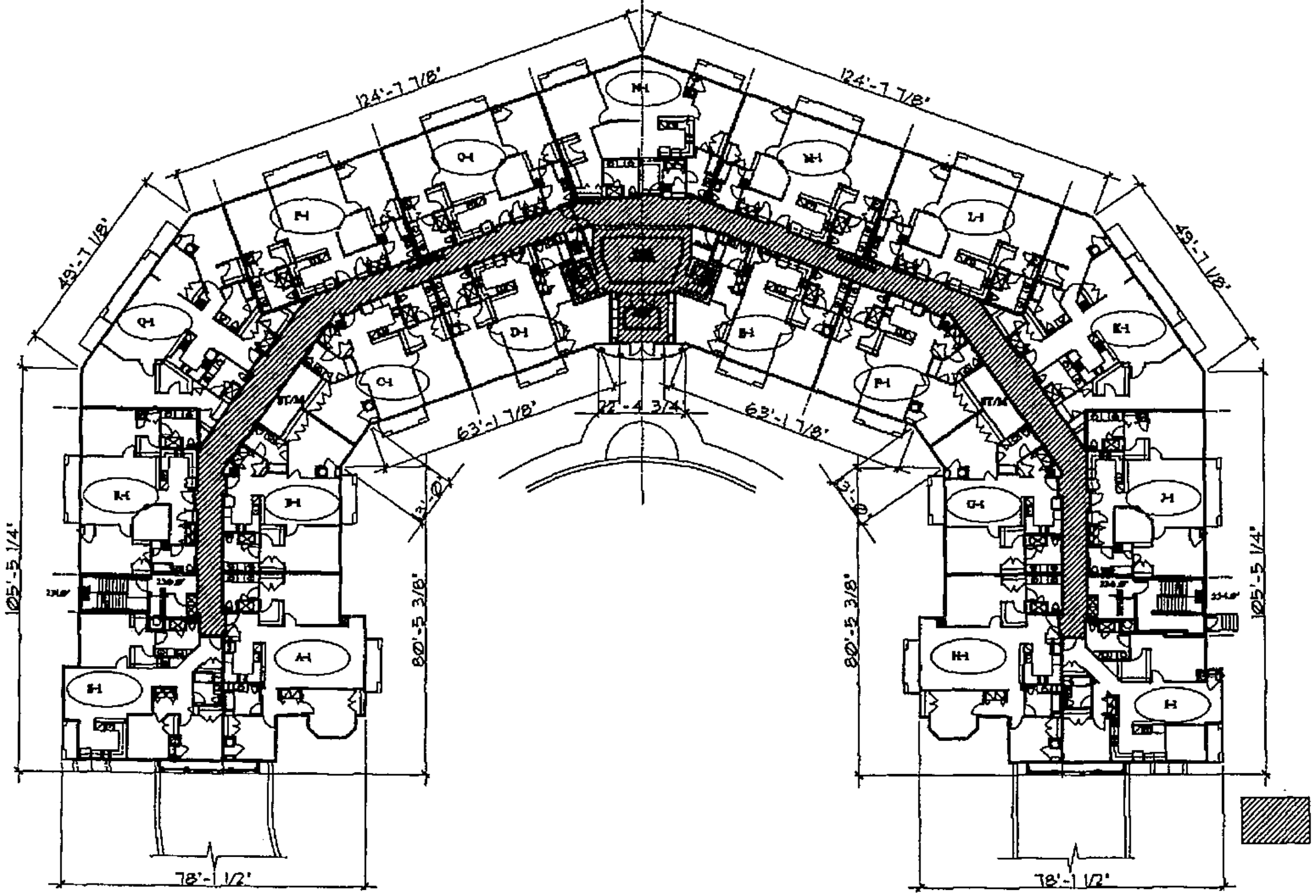
10/22/04

A-1



FIRST FLOOR OVERALL FLOOR PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

ARCHITECT:
JOHN W. GRAY

PROGRESS SET

FOUR SEASONS • BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

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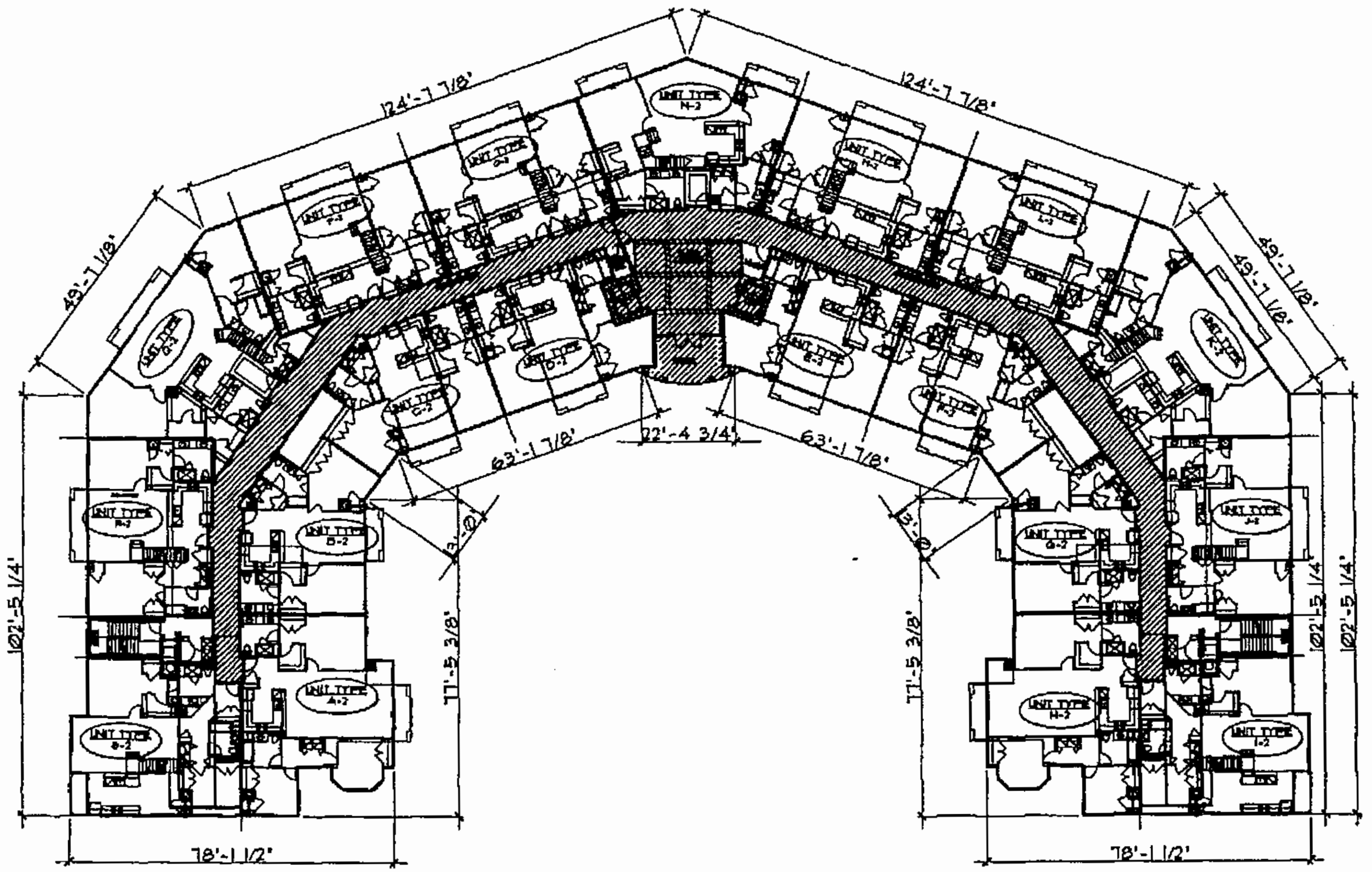
10/22/04

A-2



SECOND FLOOR OVERALL FLOOR PLAN

COMMON ELEMENTS

• ALL DIMENSIONS ARE APPROXIMATE

ARCHITECT:
JOHN W. GRAY

PROGRESS SET

K. Hovnanian

FOUR SEASONS • BRIDGEWATER
BUILDING 3
BRIDGEWATER, NJ

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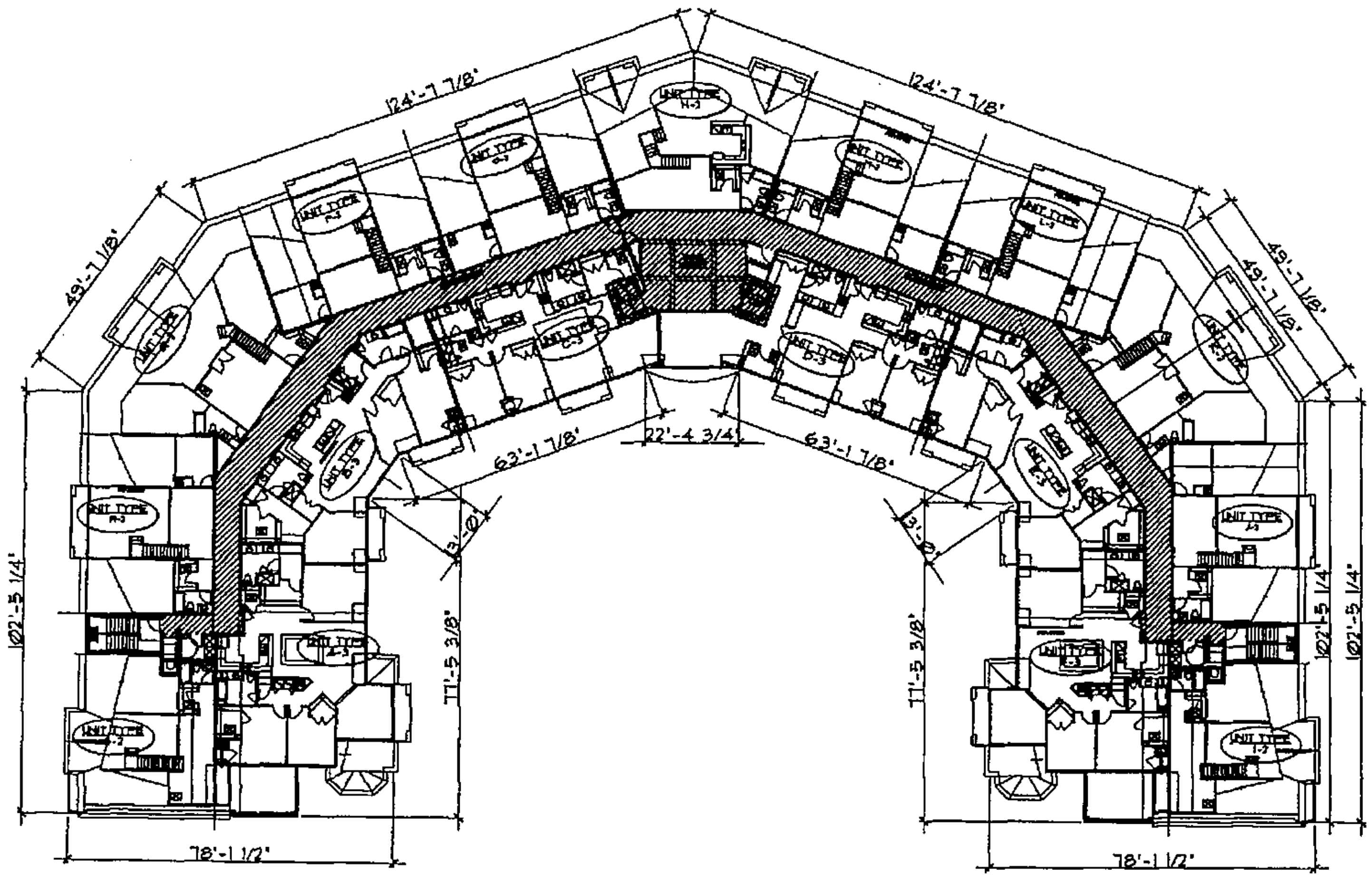
10/28/04

A-2.1



THIRD FLOOR OVERALL FLOOR PLAN

COMMON ELEMENTS

• ALL DIMENSIONS ARE APPROXIMATE

PROGRESS SET

ARCHITECT:
JOHN W. GRAY

FOUR SEASONS @ BRIDGEWATER
BUILDING 5
BRIDGEWATER, NJ

K. Hovnanian

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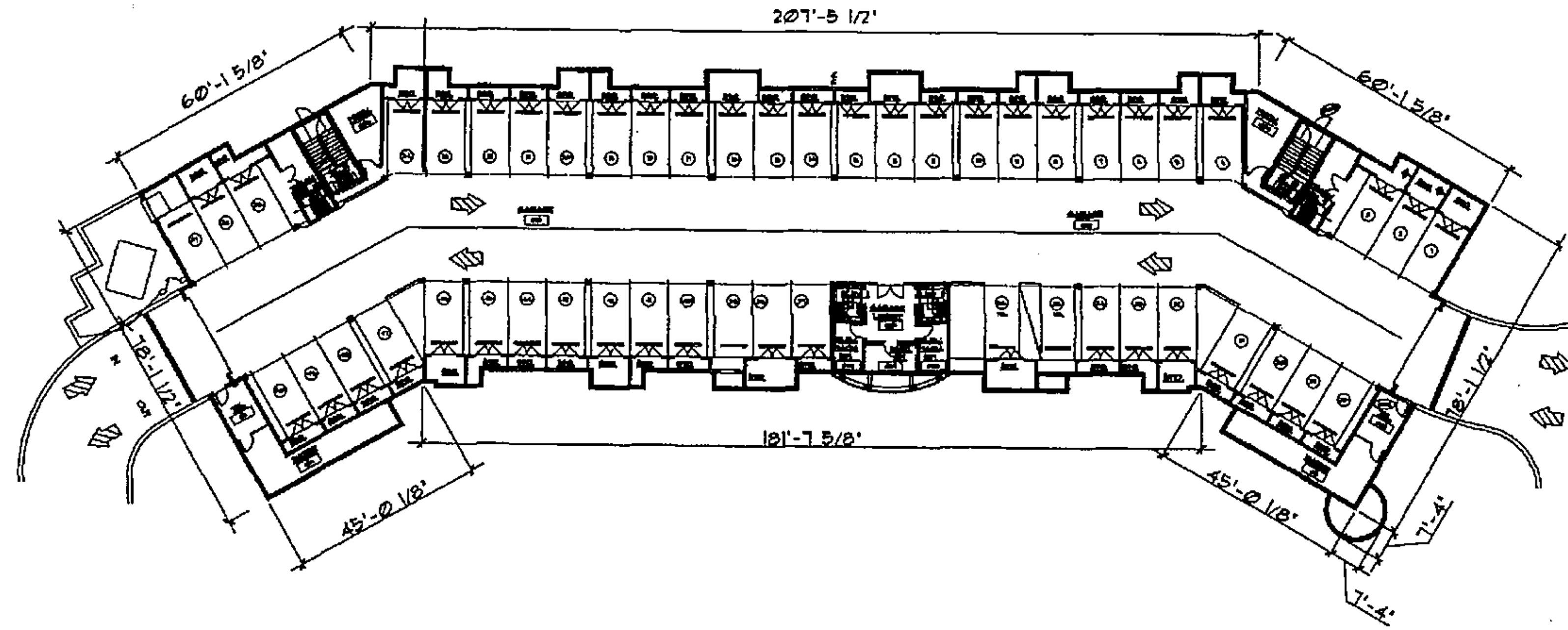
10/28/04

A-2.2



A PARKING SPACE, ASSIGNED AS A LIMITED COMMON ELEMENT, SHALL INCLUDE THE ADJACENT STORAGE BIN, IF ANY.

GARAGE LEVEL
OVERALL FLOOR PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

ARCHITECT:
JOHN W. GRAY

PROGRESS SET

K. Hovnanian

FOUR SEASONS @ BRIDGEWATER
BUILDING #4
BRIDGEWATER, NJ

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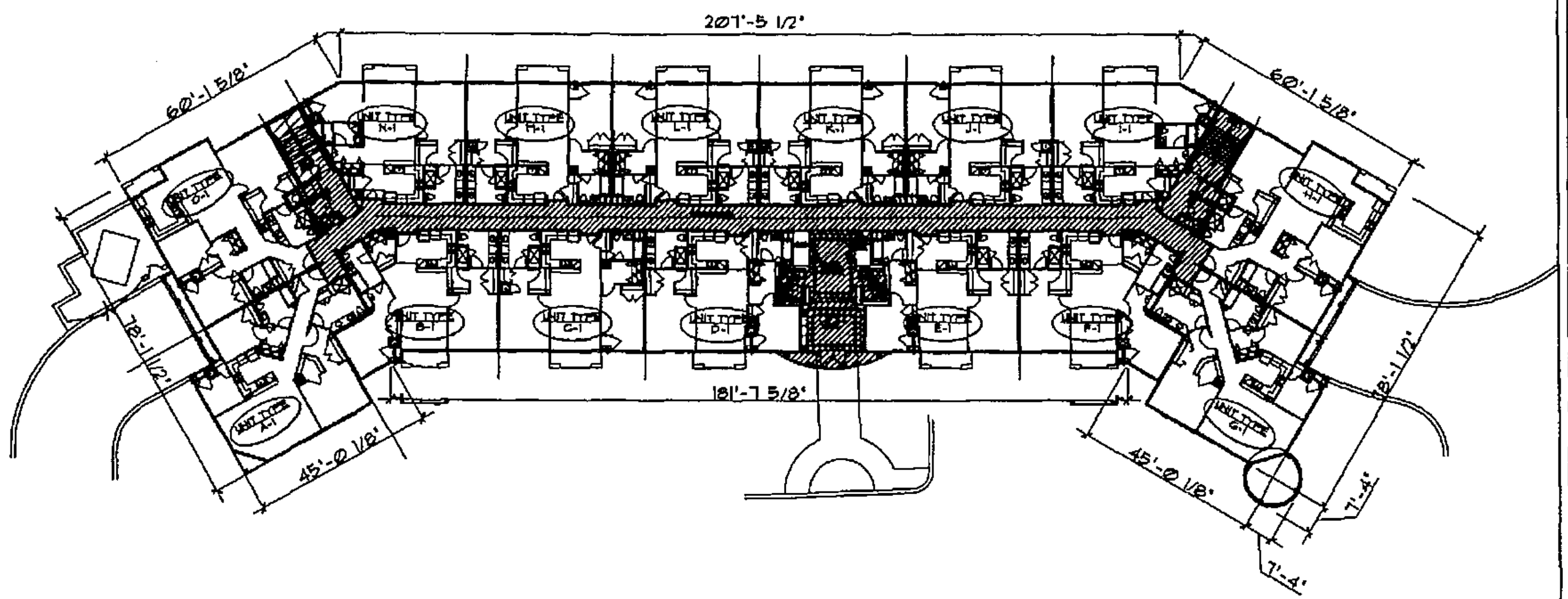
10/25/04

A-1



FIRST FLOOR
OVERALL FLOOR PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

ARCHITECT:
JOHN W. GRAY

PROGRESS SET

FOUR SEASONS • BRIDGEWATER
BUILDING 4
BRIDGEWATER, NJ

K. Hovnanian

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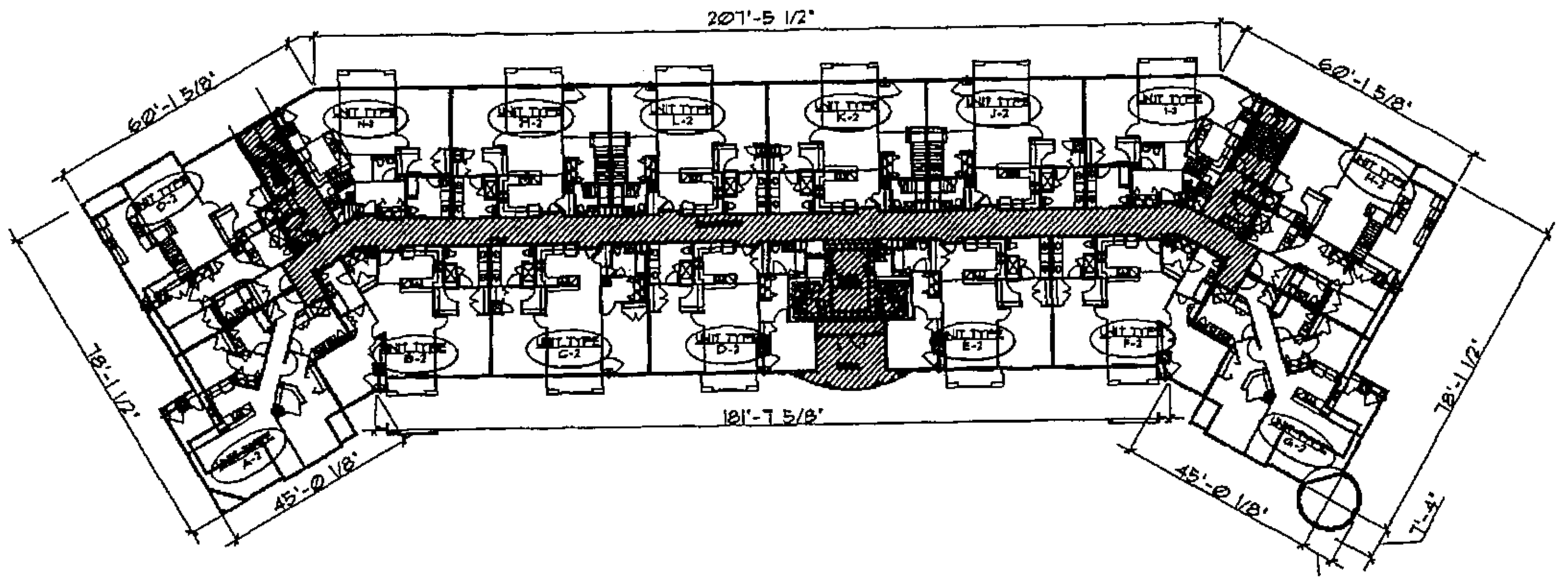
10/28/04

A-2



COMMON ELEMENTS

SECOND FLOOR
OVERALL FLOOR PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

ARCHITECT:
JOHN W. GRAY

PROGRESS SET

FOUR SEASONS @ BRIDGEWATER
BUILDING 4
BRIDGEWATER, NJ

K. Hovnanian Companies

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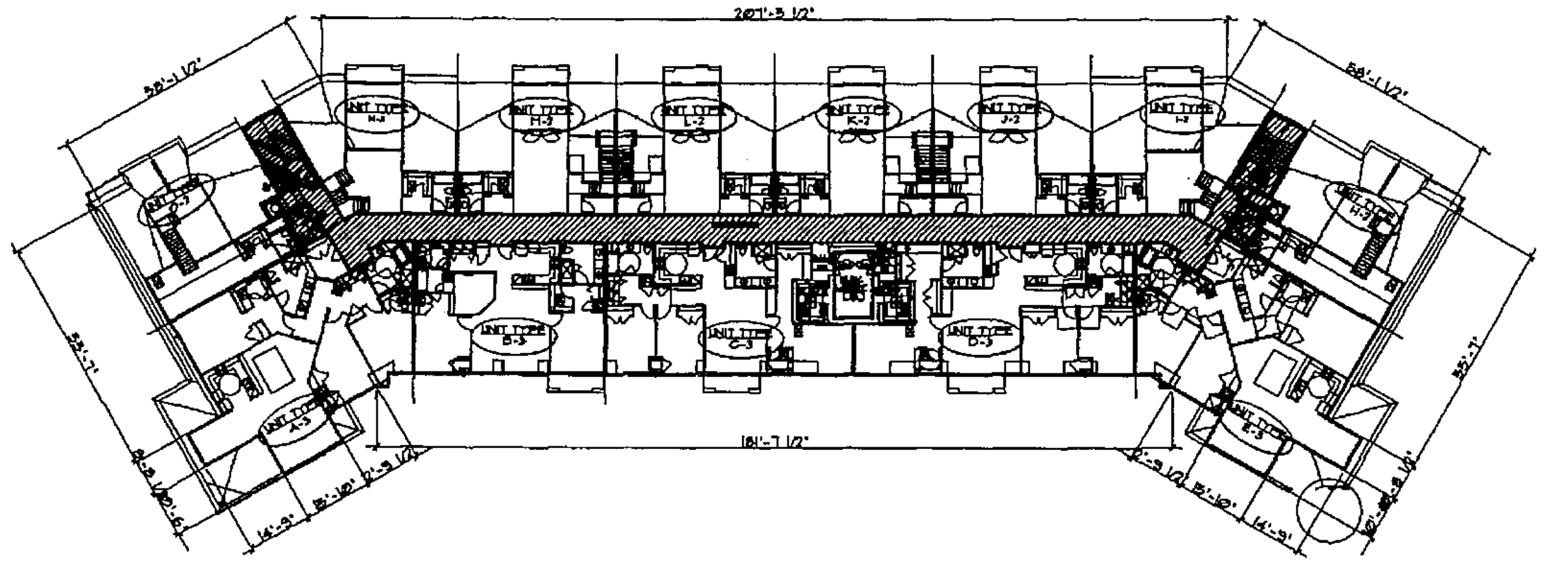
10/28/04

A-2.1



THIRD FLOOR
OVERALL FLOOR PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

ARCHITECT:
JOHN W. GRAY

PROGRESS SET

FOUR SEASONS @ BRIDGEWATER
BUILDING #4
BRIDGEWATER, NJ

K. Hovnanian

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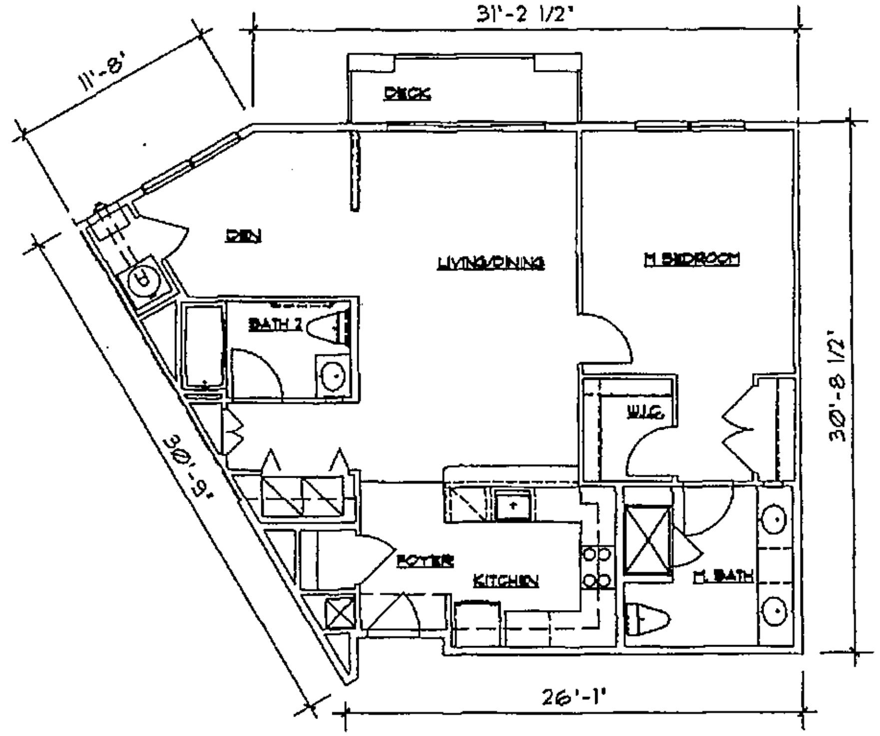
10/28/04

A-2.2



1BR/DEN-A
UNIT PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

FOUR SEASONS @ BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

ARCHITECT:
JOHN W. GRAY

PROGRESS SET

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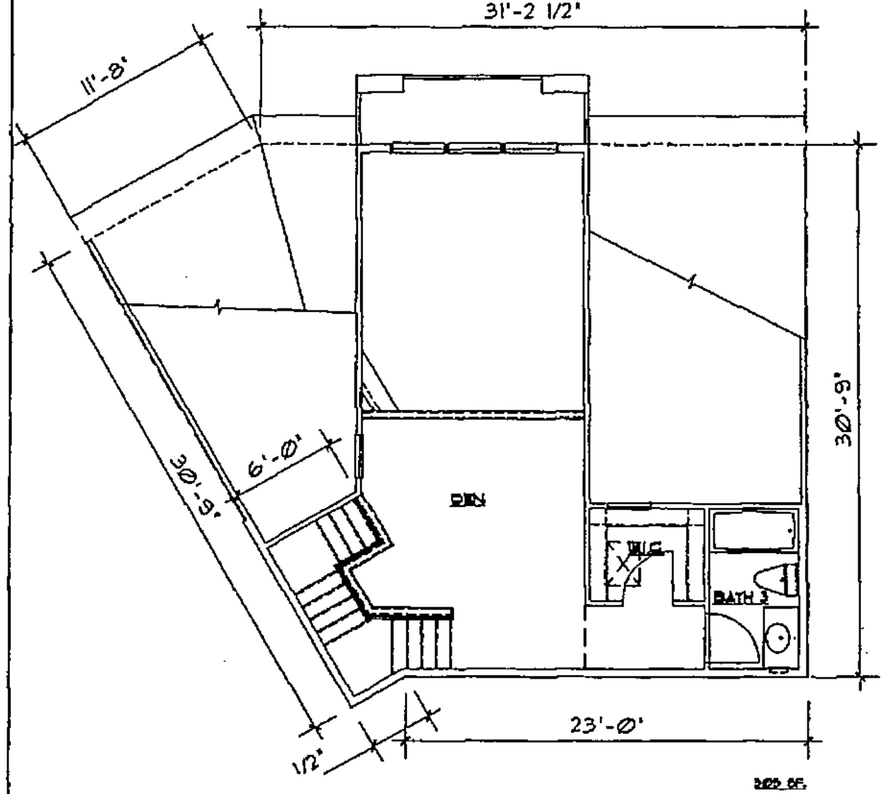
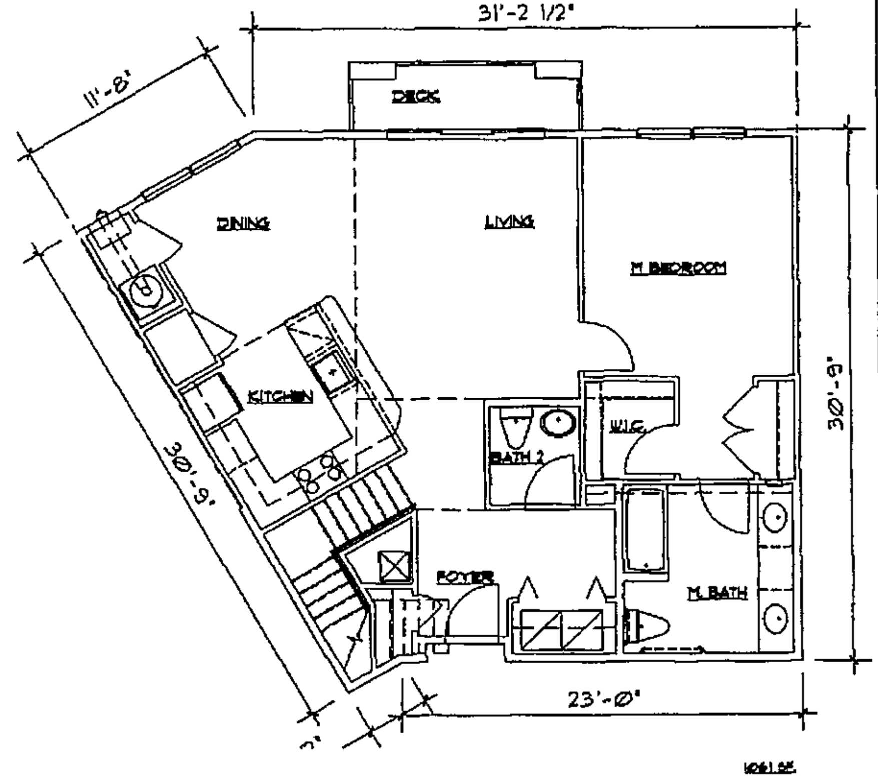
10/22/04

A-5.1





1BR/DEN-A LUXURY
UNIT PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

PROGRESS SET

ARCHITECT:
JOHN W. GRAY

K. Hovnanian

FOUR SEASONS • BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

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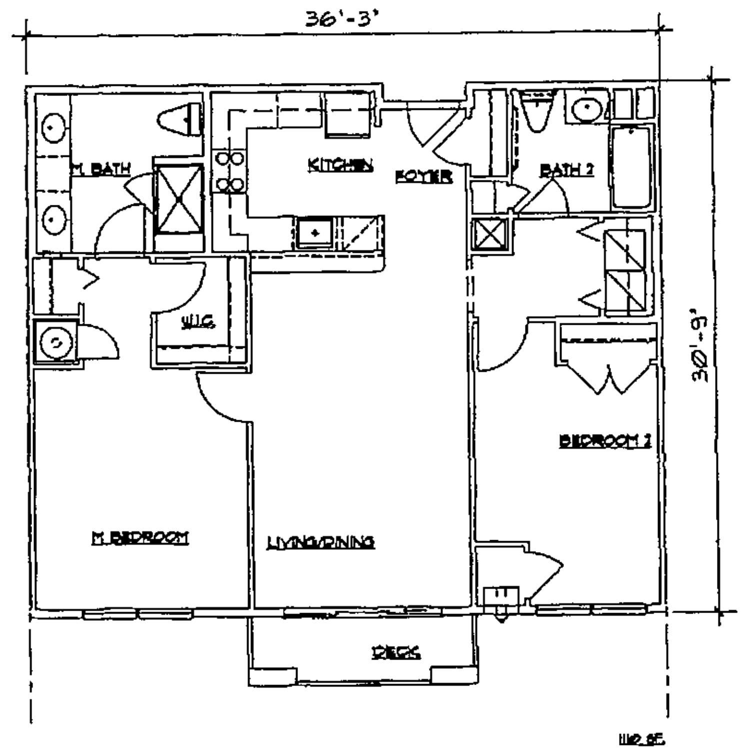
10/22/04

A-5.2



2BR-A
UNIT PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

PROGRESS SET

ARCHITECT:
JOHN W. GRAY

FOUR SEASONS @ BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

K. Hovnanian

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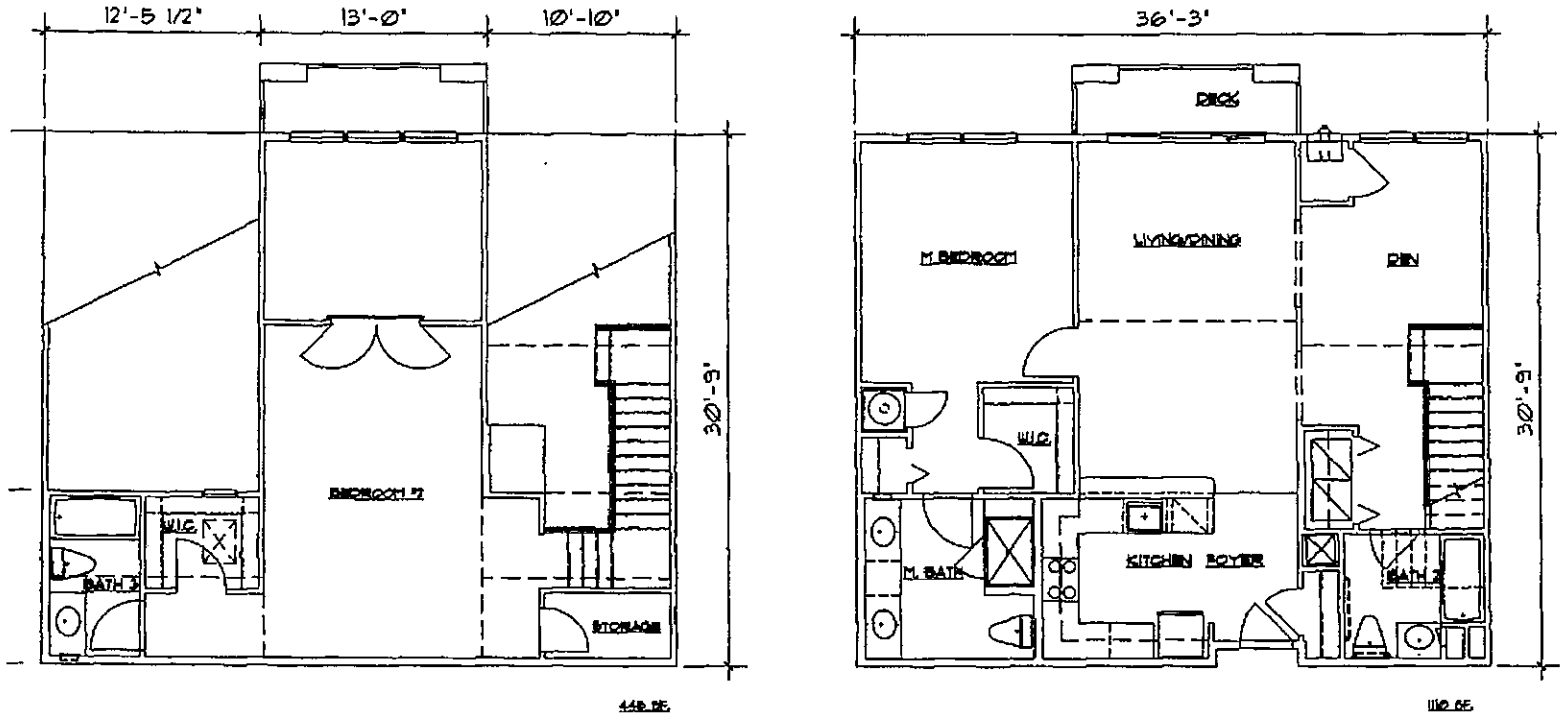
10/22/04

A-5.3



2BR-A LUXURY
UNIT PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

PROGRESS SET

ARCHITECT:
JOHN W. GRAY

FOUR SEASONS • BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

K. Hovnanian

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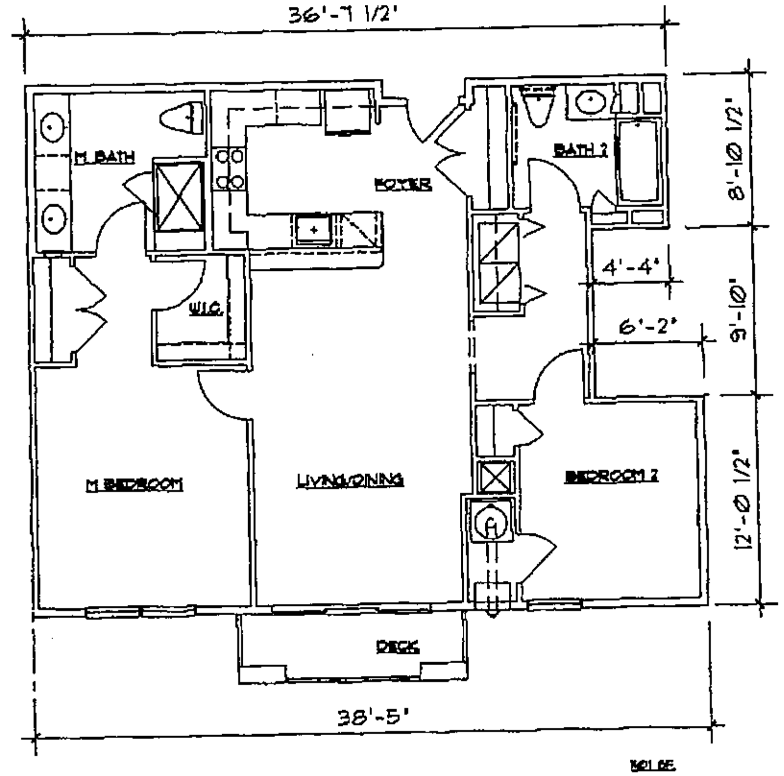
10/27/04

A-5.4



2BR-A1
UNIT PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

PROGRESS SET

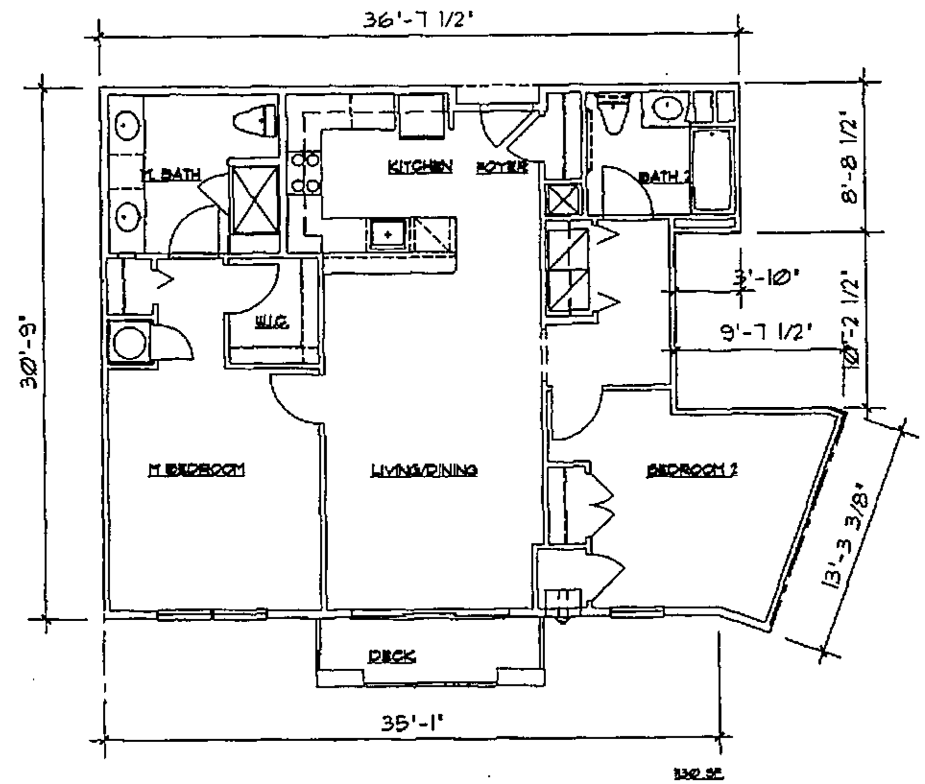
ARCHITECT:
JOHN W. GRAY

FOUR SEASONS @ BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

K. Hovnanian

000
10/22/04

A-5.5



2BR-A2
UNIT PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

K. Hovnanian Corporation

FOUR SEASONS • BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

ARCHITECT:
JOHN W. GRAY

PROGRESS SET

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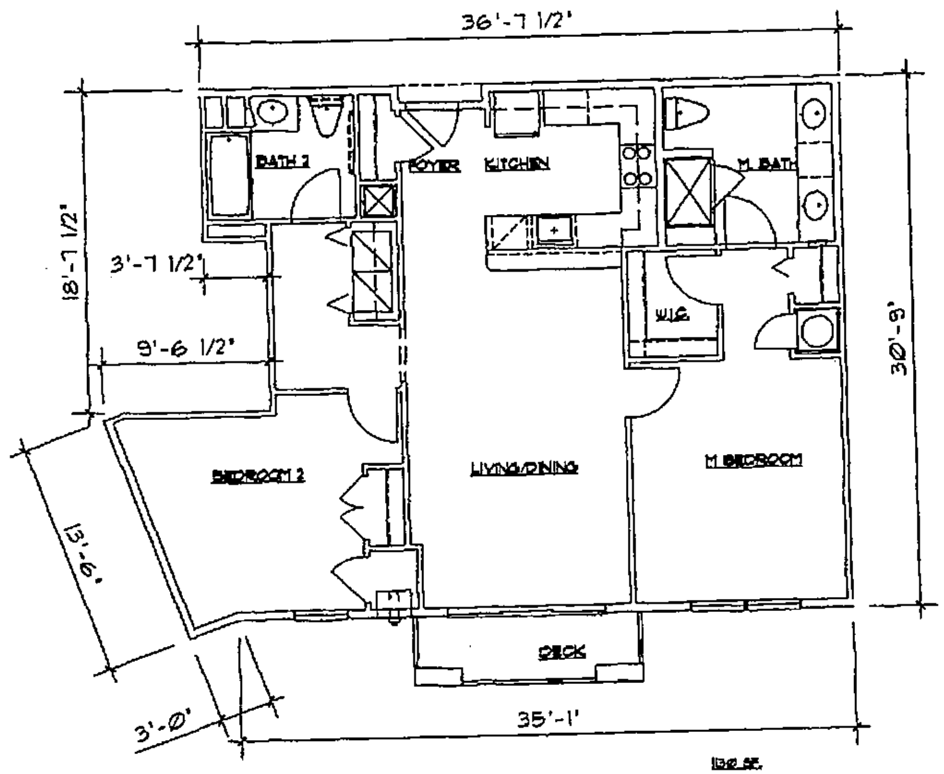
10/22/04

A-5.6



2BR-A3
UNIT PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

PROGRESS SET

ARCHITECT:
JOHN W. GRAY

FOUR SEASONS @ BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

K. Hovnanian

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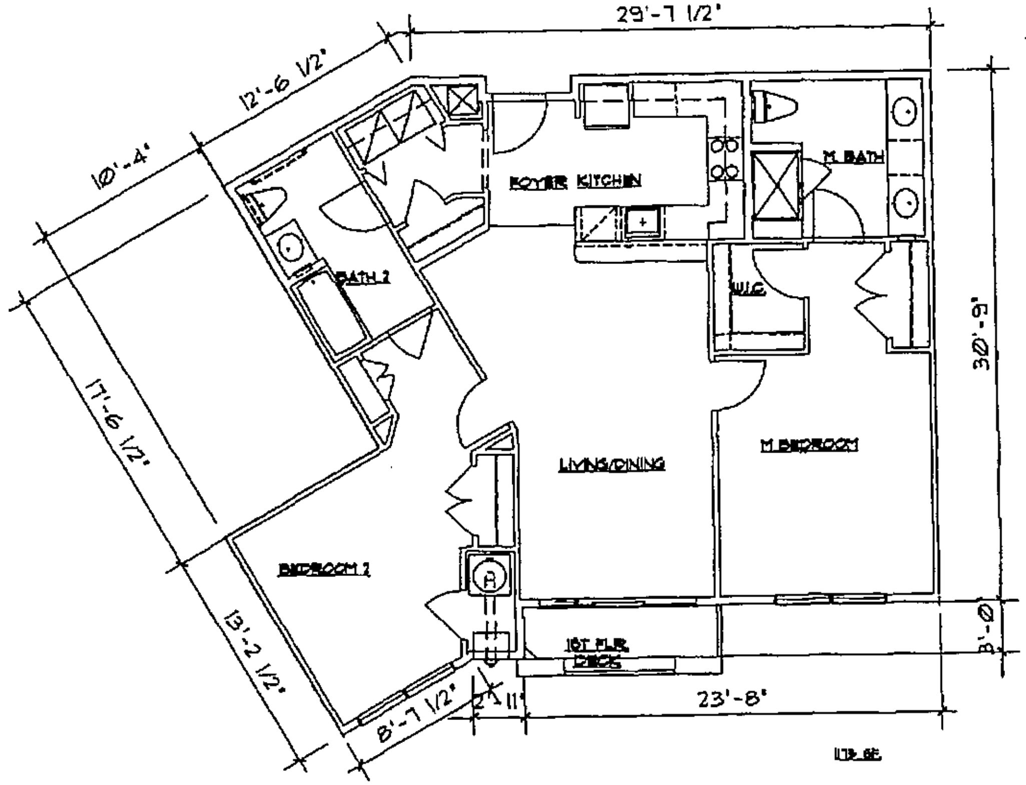
10/22/04

A-5.6a



2BR-B
UNIT PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

PROGRESS SET

ARCHITECT:
JOHN W. GRAY

K. Hovnanian

FOUR SEASONS • BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

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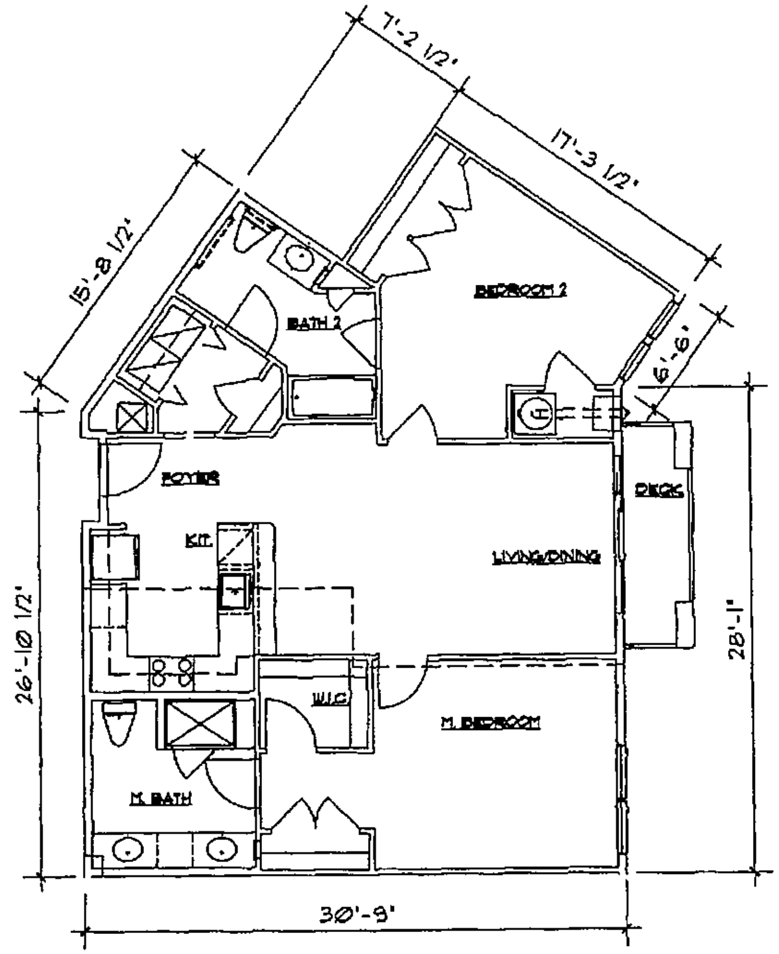
10/22/04

A-5.1



2BR-B1
UNIT PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

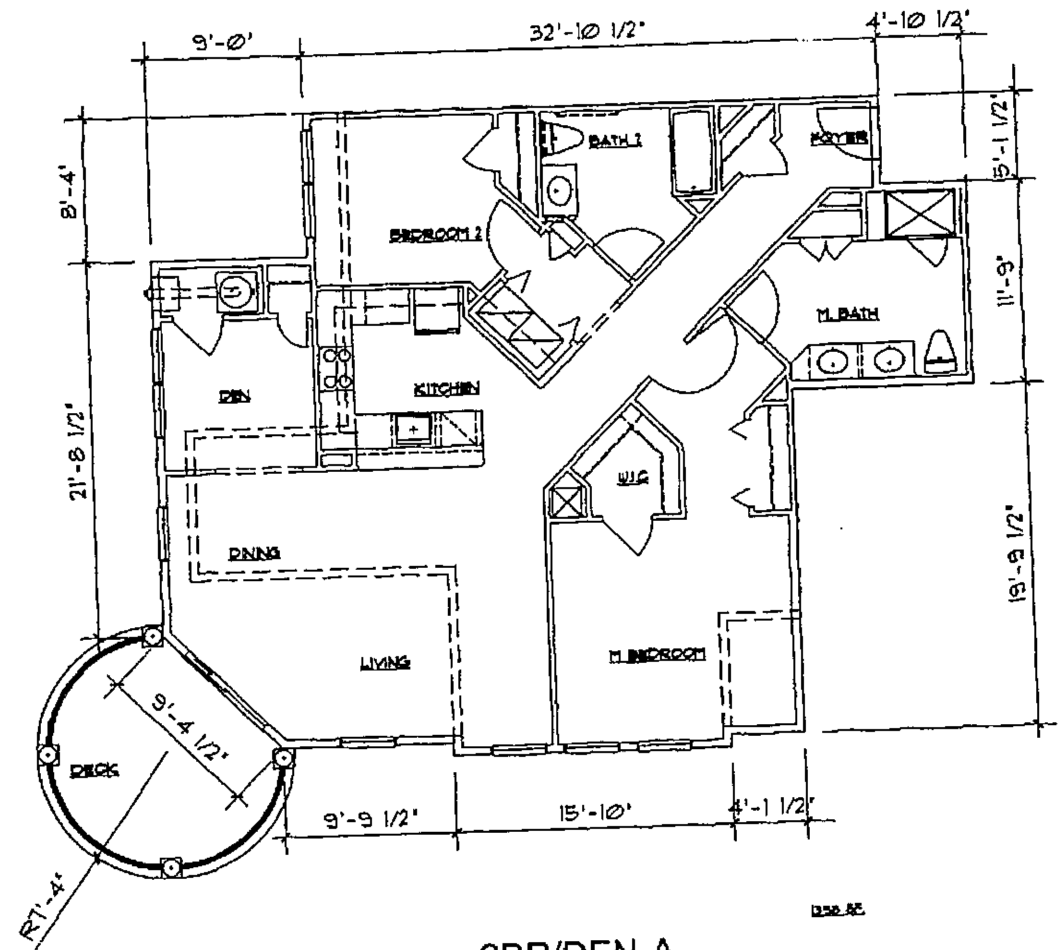
ARCHITECT:
JOHN W. GRAY

PROGRESS SET

FOUR SEASONS • BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

000
10/22/04

A-5.8



2BR/DEN-A
UNIT PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

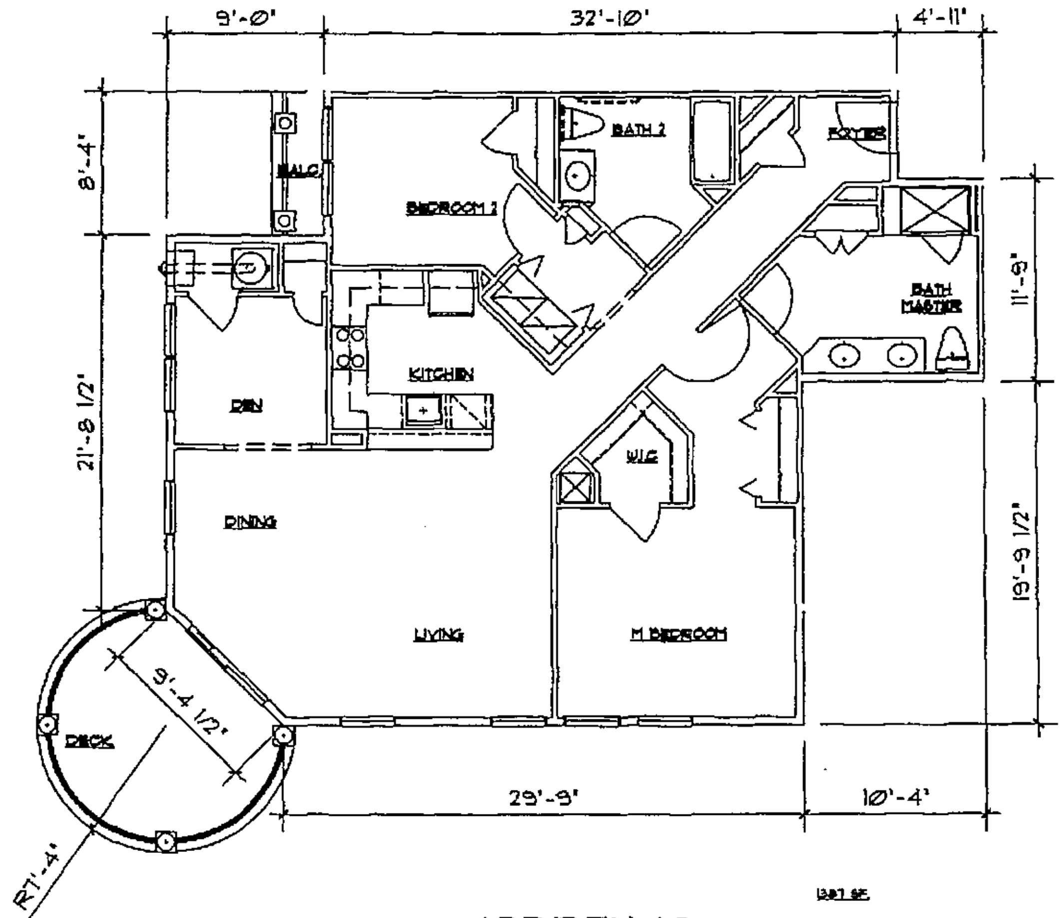
PROGRESS SET

ARCHITECT:
JOHN W. GRAY

FOUR SEASONS @ BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

000
10/22/04

A-5.9



2BR/DEN-A2
UNIT PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

ARCHITECT:
JOHN W. GRAY

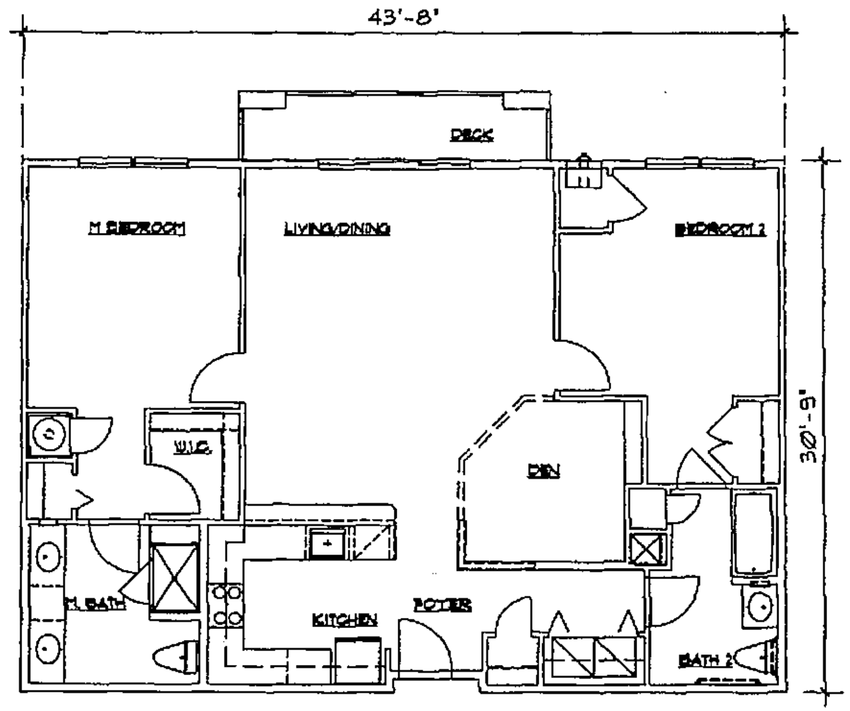
PROGRESS SET

K. Hovnanian

FOUR SEASONS @ BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

000
10/22/04

A-5.10



2BR/DEN-B
UNIT PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

ARCHITECT:
JOHN W. GRAY

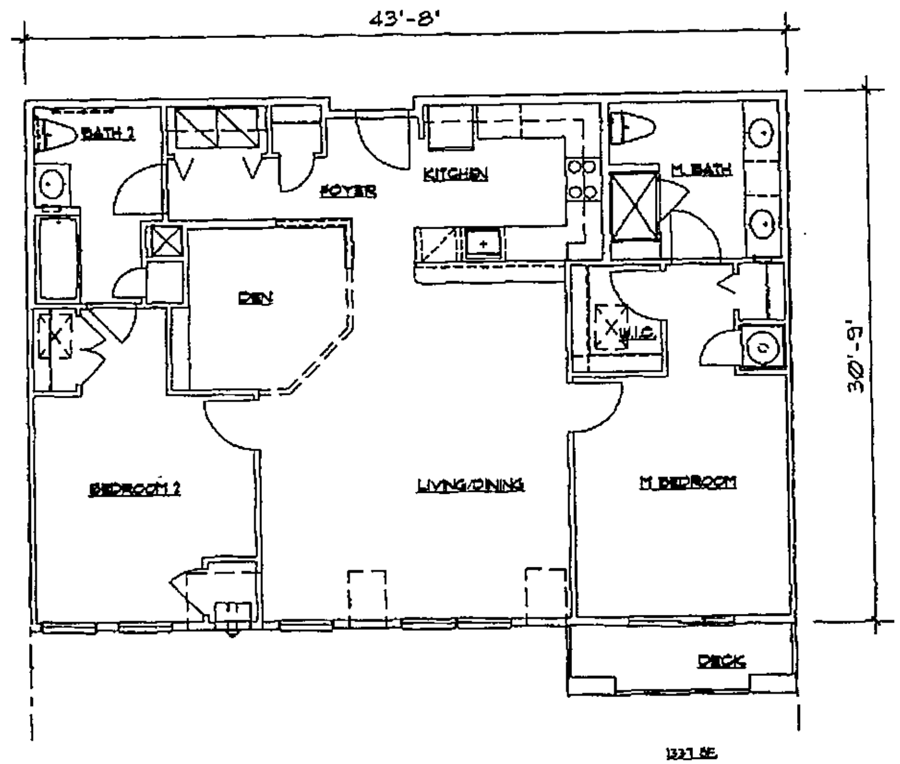
PROGRESS SET

K. Hovnanian

FOUR SEASONS @ BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

10/22/04

A-5.11



2BR/DEN-B1
UNIT PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

PROGRESS SET

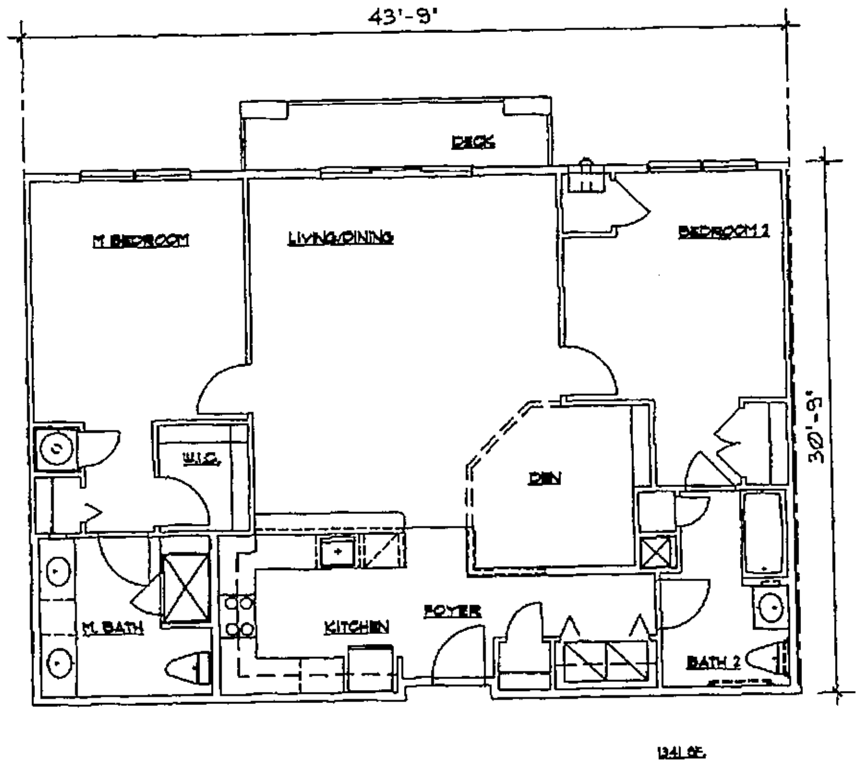
ARCHITECT:
JOHN W. GRAY

K. Hovnanian Companies

FOUR SEASONS @ BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

000
10/22/04

A-5.12



2BR/DEN-B2
UNIT PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

PROGRESS SET

ARCHITECT:
JOHN W. GRAY

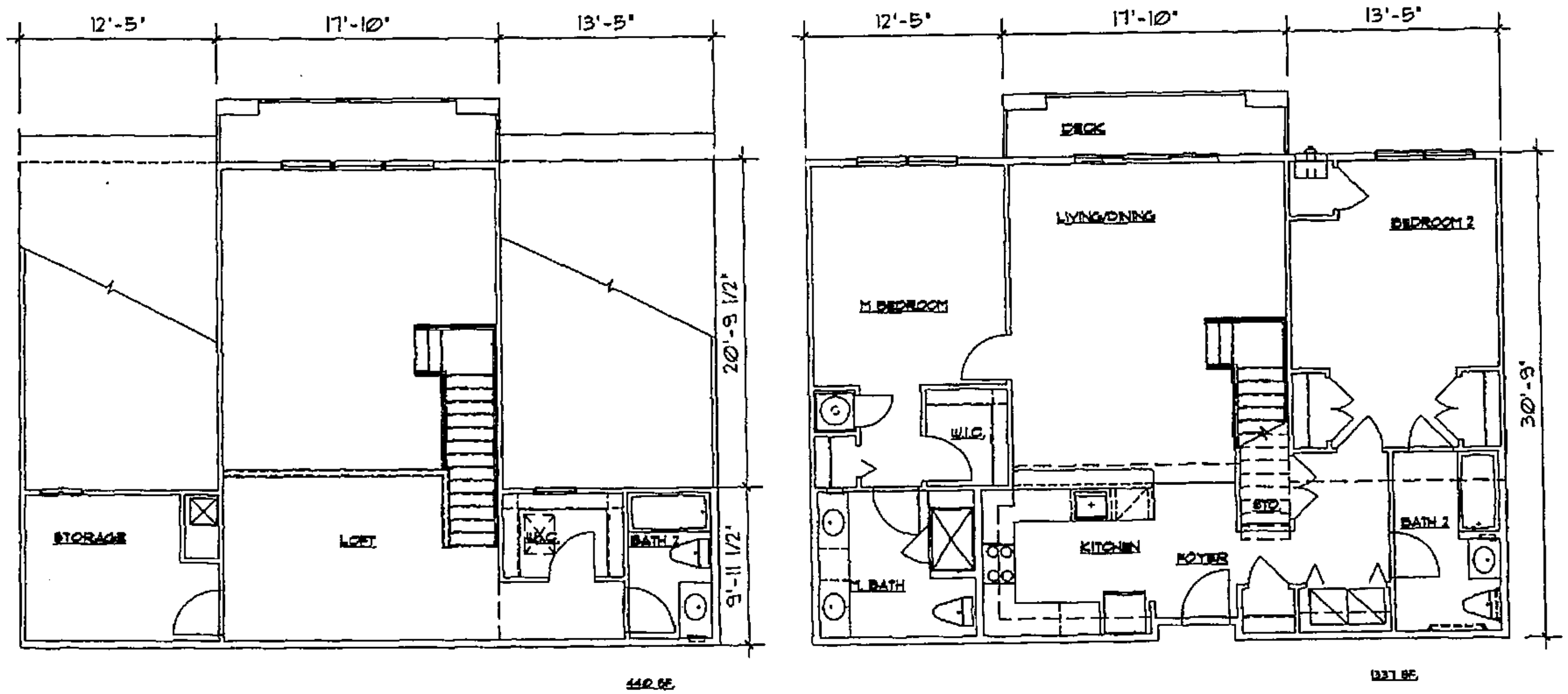
FOUR SEASONS @ BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

K. Hovnanian

000

10/22/04

A-5.13



2BR/DEN-B LUXURY UNIT PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

PROGRESS SET

ARCHITECT:
JOHN W. GRAY

FOUR SEASONS @ BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

K. Hovnanian Companies

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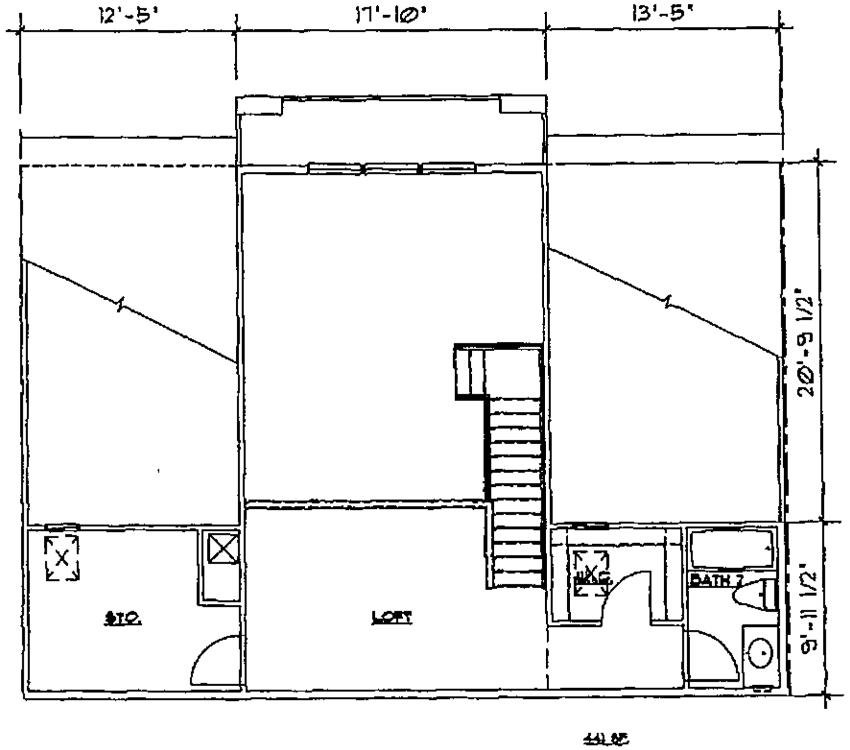
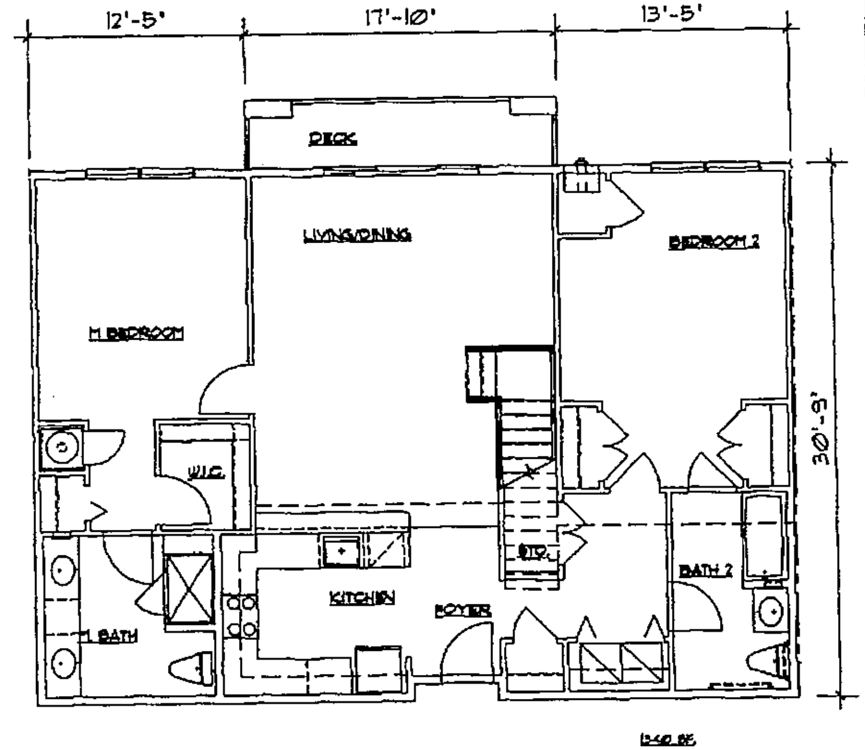
10/22/04

A-5.14





2BR/DEN-B2 LUXURY
UNIT PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

PROGRESS SET

ARCHITECT:
JOHN W. GRAY

K Hovnanian

FOUR SEASONS • BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

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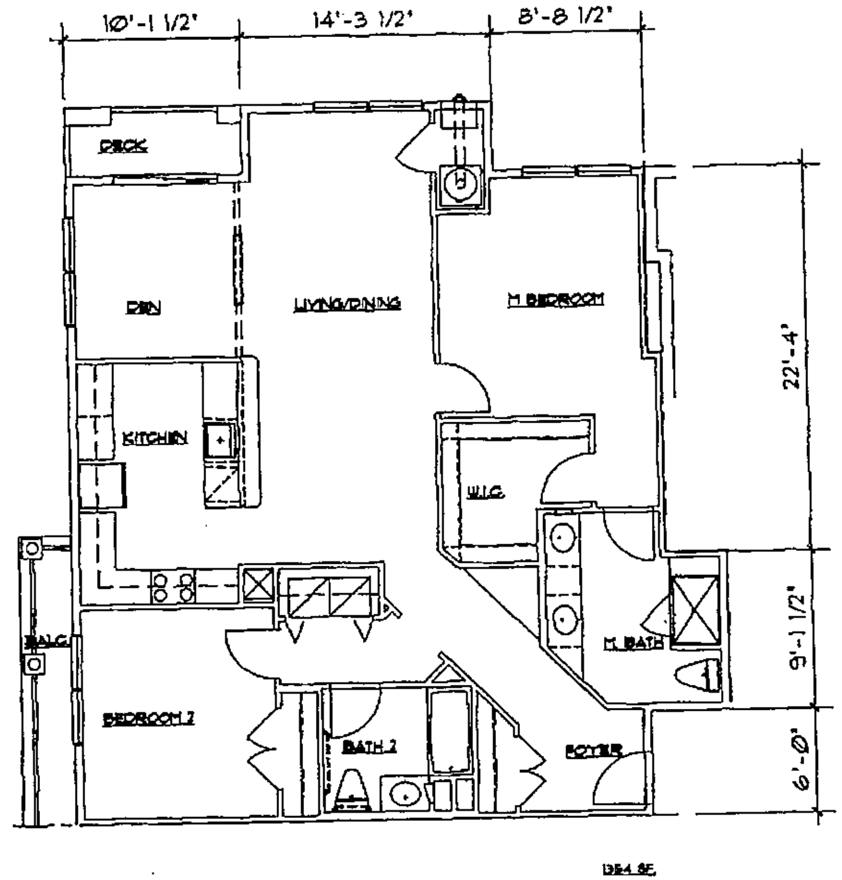
10/22/04
A-5.15



2BR/DEN-C
UNIT PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

ARCHITECT:
JOHN W. GRAY

PROGRESS SET

K. Hovnanian

FOUR SEASONS @ BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

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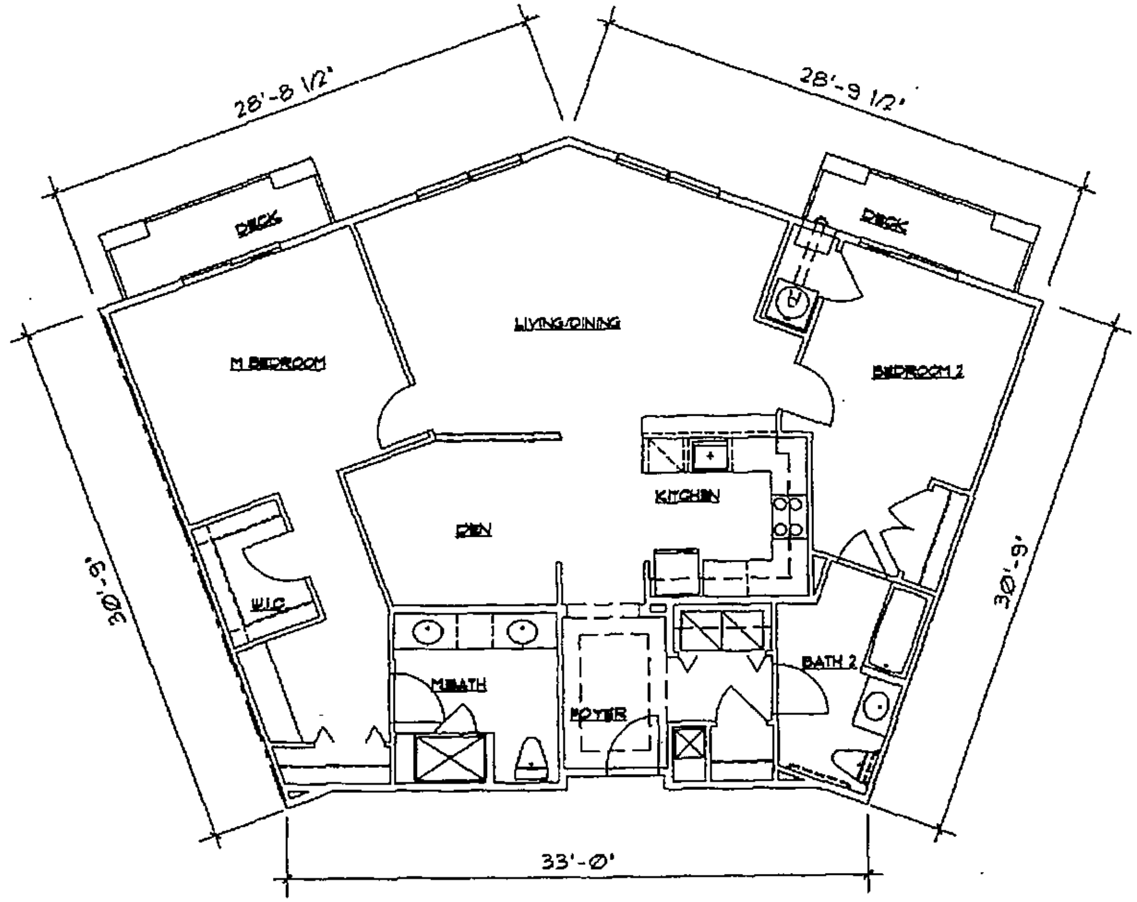
10/22/04

A-5.16



2BR/DEN-D
UNIT PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

ARCHITECT:
JOHN W. GRAY

PROGRESS SET

FOUR SEASONS • BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

K. Hovnanian

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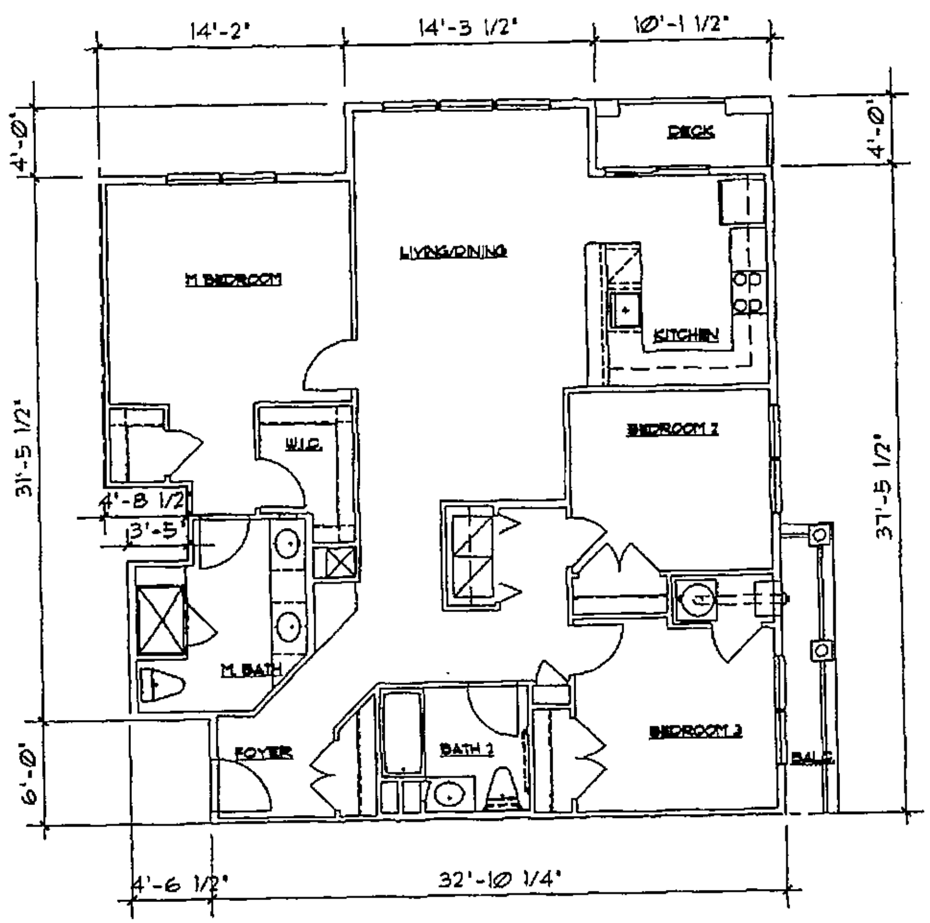
10/22/04

A-5.17



3BR-A
UNIT PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

PROGRESS SET

ARCHITECT:
JOHN W. GRAY

K. Hovnanian

FOUR SEASONS @ BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

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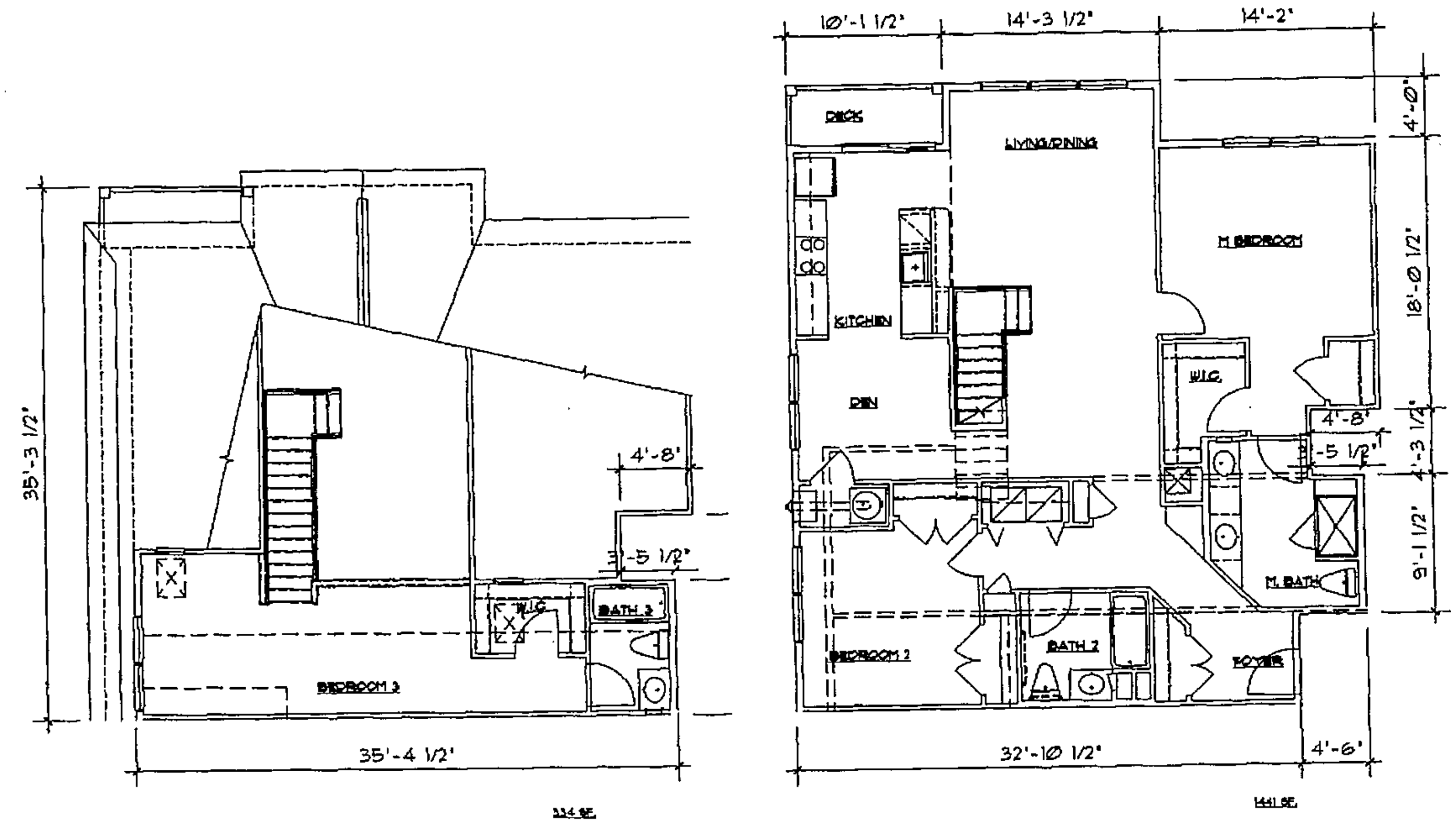
10/22/04

A-5.18



3BR-A LUXURY UNIT PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

ARCHITECT:
JOHN W. GRAY

PROGRESS SET

K. Hovnanian

FOUR SEASONS @ BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

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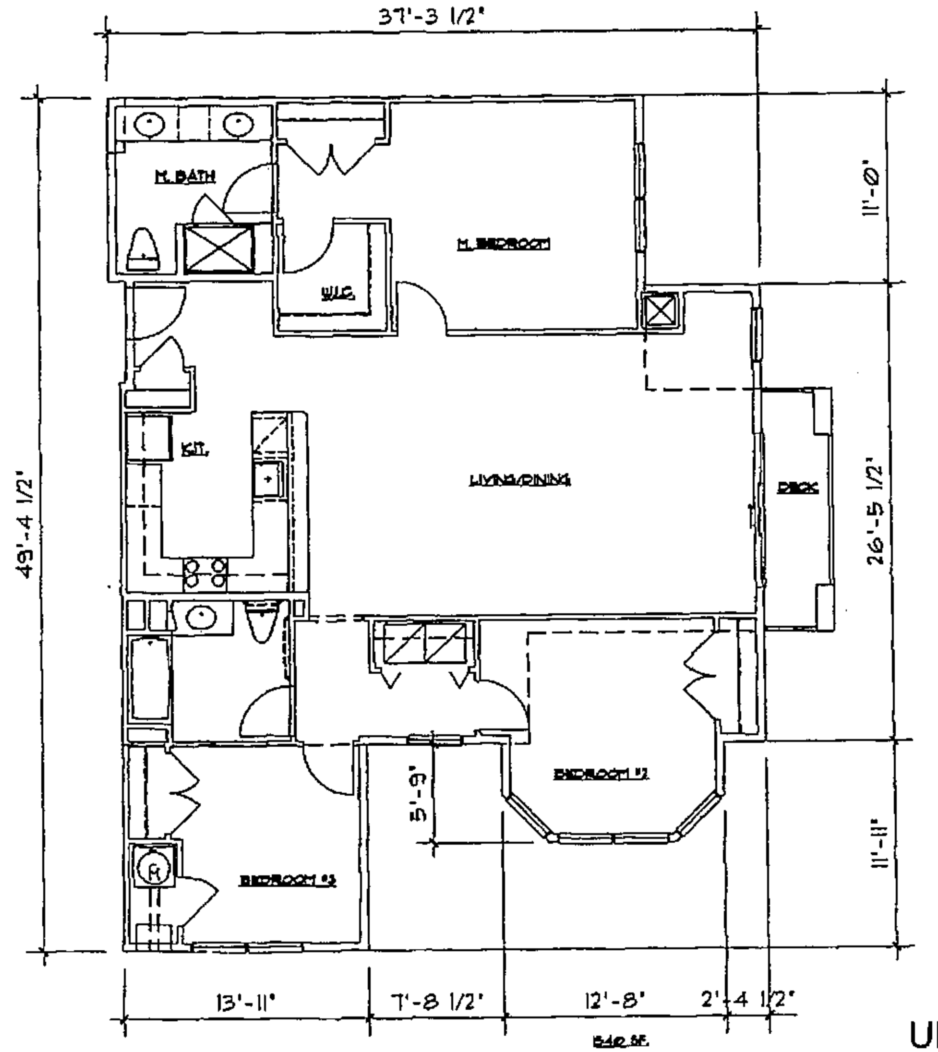
10/22/04

A-5.19



3BR-A1
UNIT PLAN

NOT TO SCALE

ALL DIMENSIONS ARE APPROXIMATE

PROGRESS SET

ARCHITECT:
JOHN W. GRAY

K. Hovnanian

FOUR SEASONS @ BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

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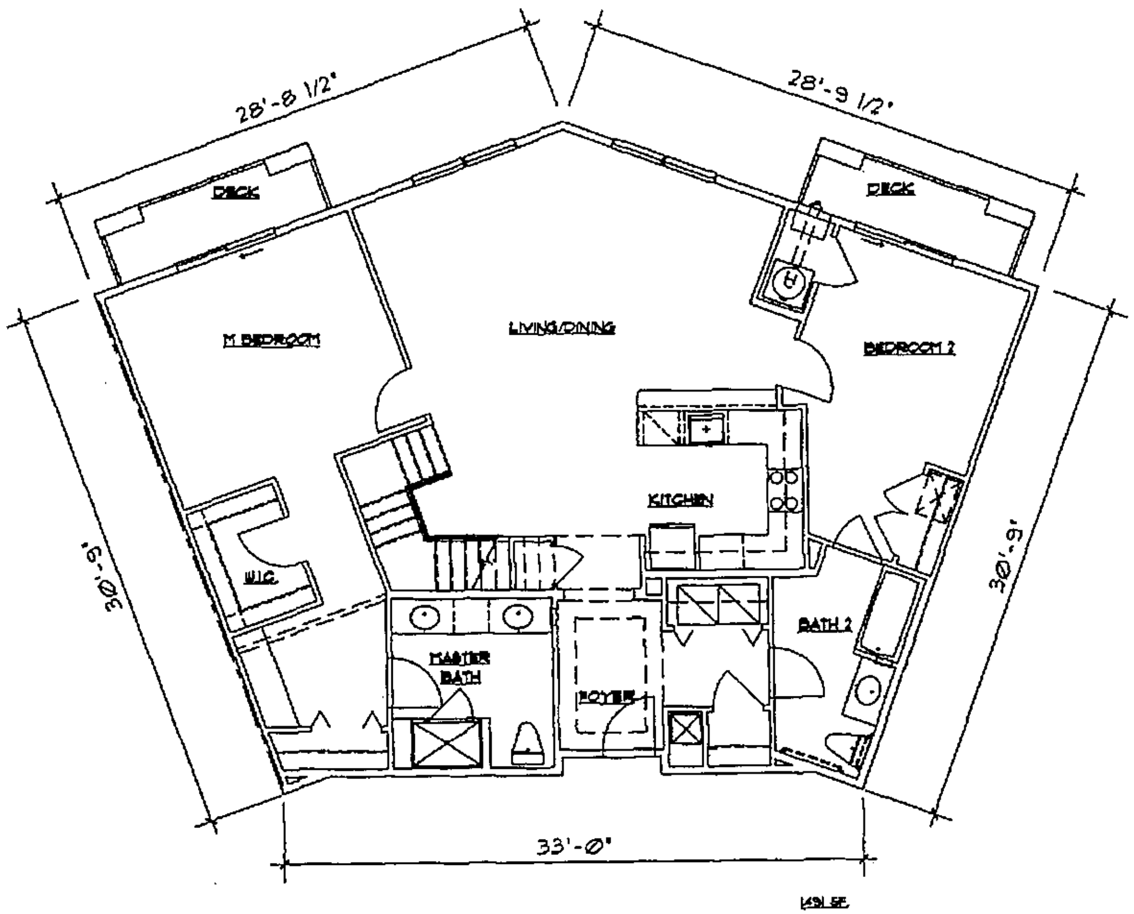
10/22/04

A-5.20



3BR-B LUXURY
FIRST FLOOR
UNIT PLAN

• ALL DIMENSIONS ARE APPROXIMATE

ARCHITECT:
JOHN W. GRAY

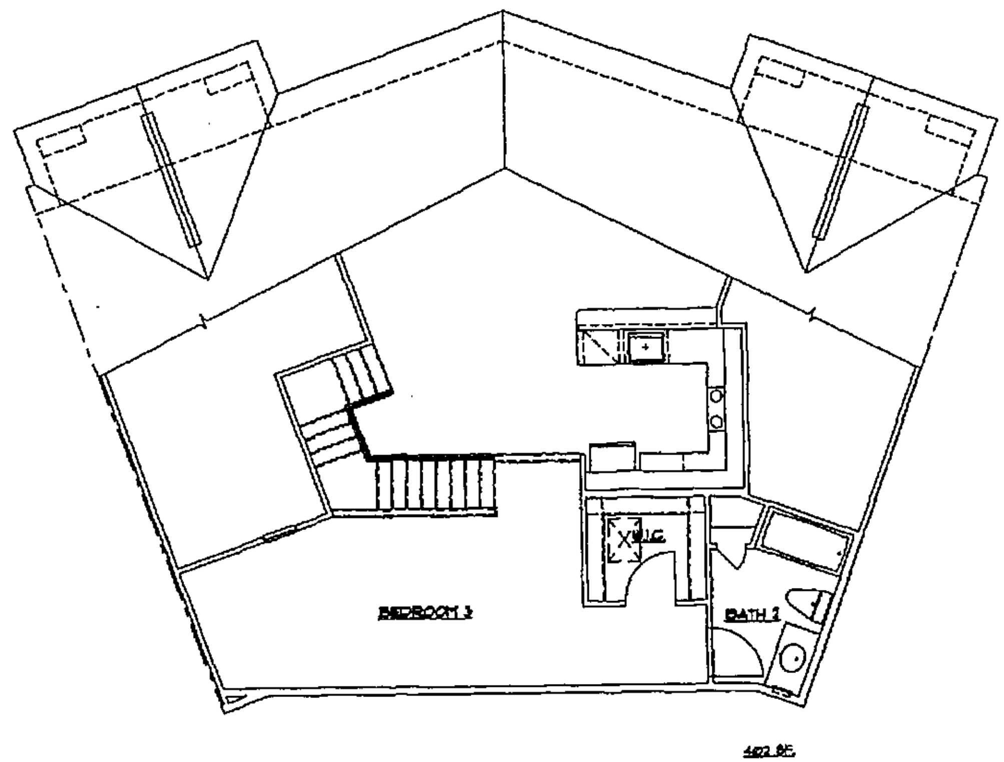
PROGRESS SET

K. Hovnanian

FOUR SEASONS • BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

000
10/22/04

A-5.21



3BR-B LUXURY
LOFT LEVEL
UNIT PLAN

• ALL DIMENSIONS ARE APPROXIMATE

ARCHITECT:
JOHN W. GRAY

PROGRESS SET

FOUR SEASONS @ BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

K. Hovnanian

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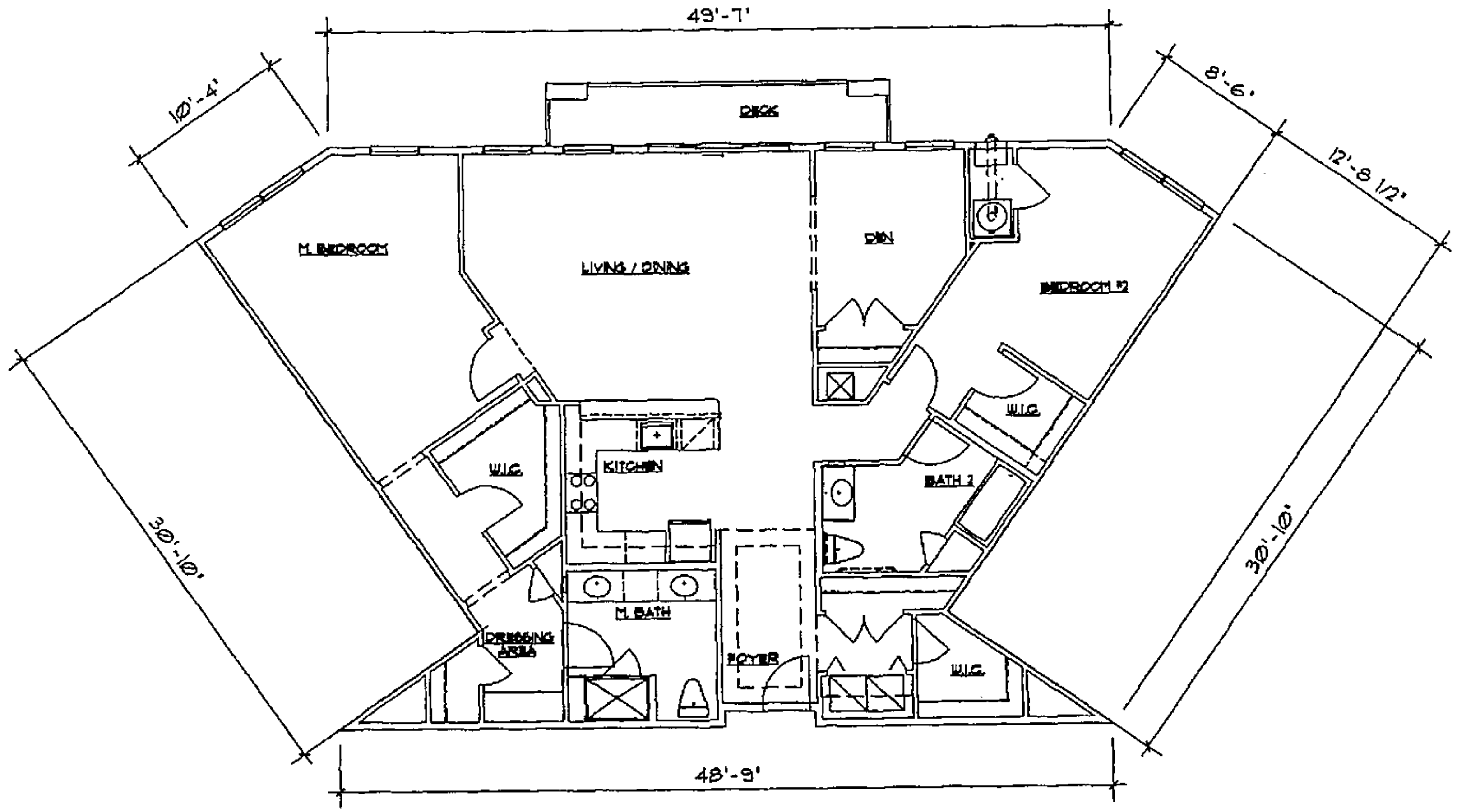
10/22/04

A-521a



3BR-B1
UNIT PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

PROGRESS SET

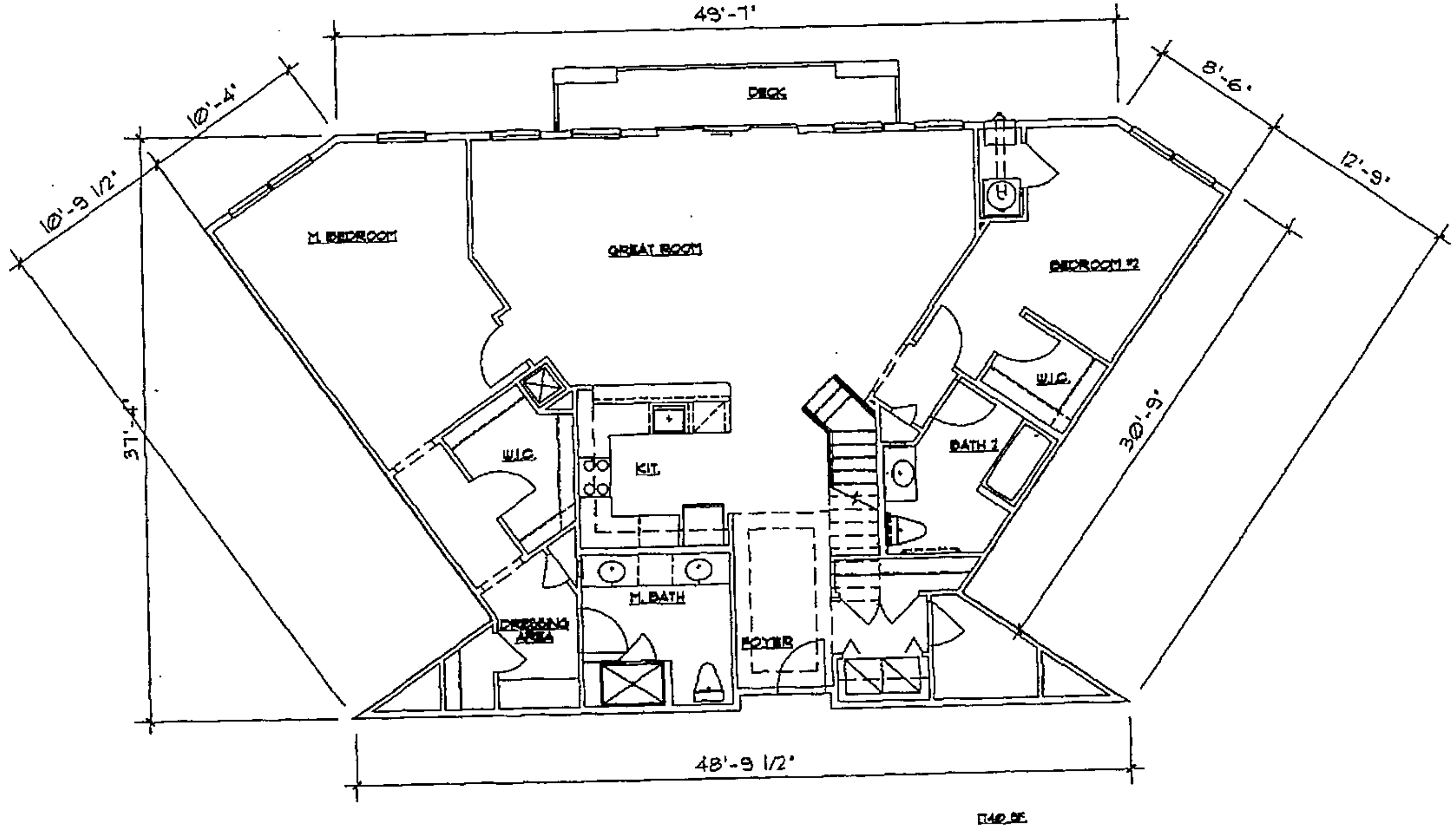
ARCHITECT:
JOHN W. GRAY

FOUR SEASONS @ BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

K. Hovnanian Companies

000
10/22/04

A-5.22



3BR-B1 LUXURY
FIRST FLOOR
UNIT PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

ARCHITECT:
JOHN W. GRAY

PROGRESS SET

FOUR SEASONS • BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

K. Hovnanian

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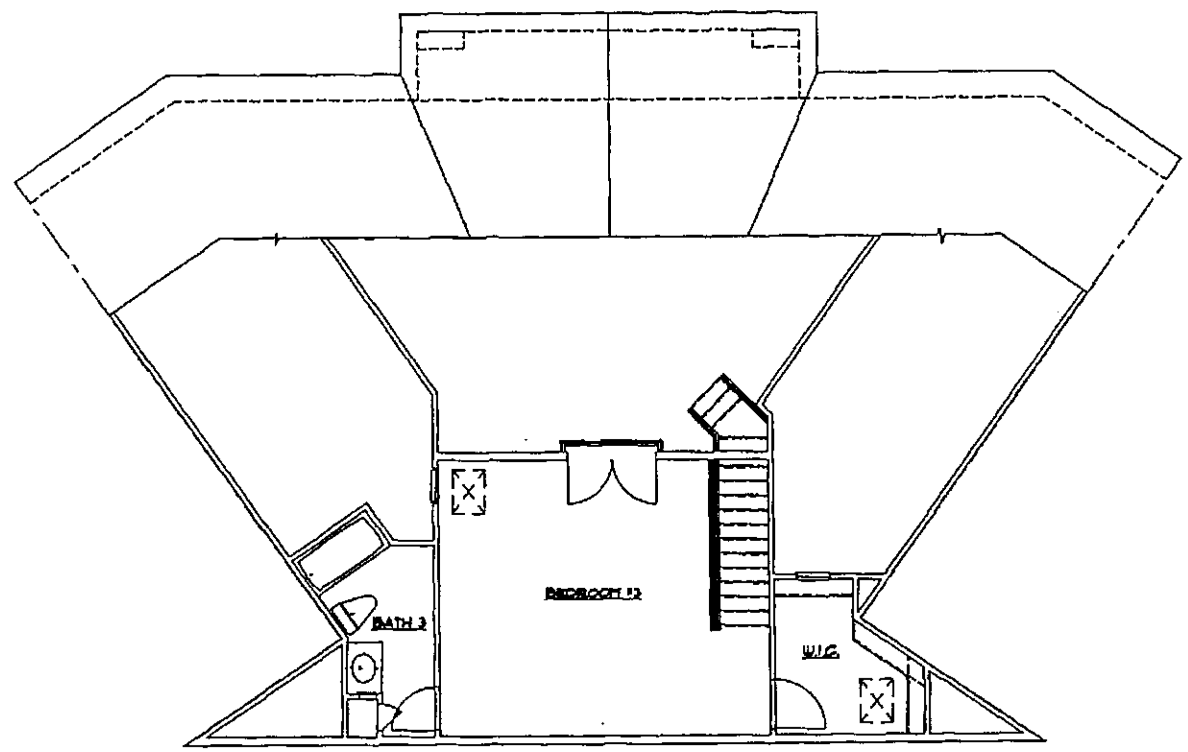
10/22/04

A-5.23



3BR-B1 LUXURY
LOFT LEVEL
UNIT PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

ARCHITECT:
JOHN W. GRAY

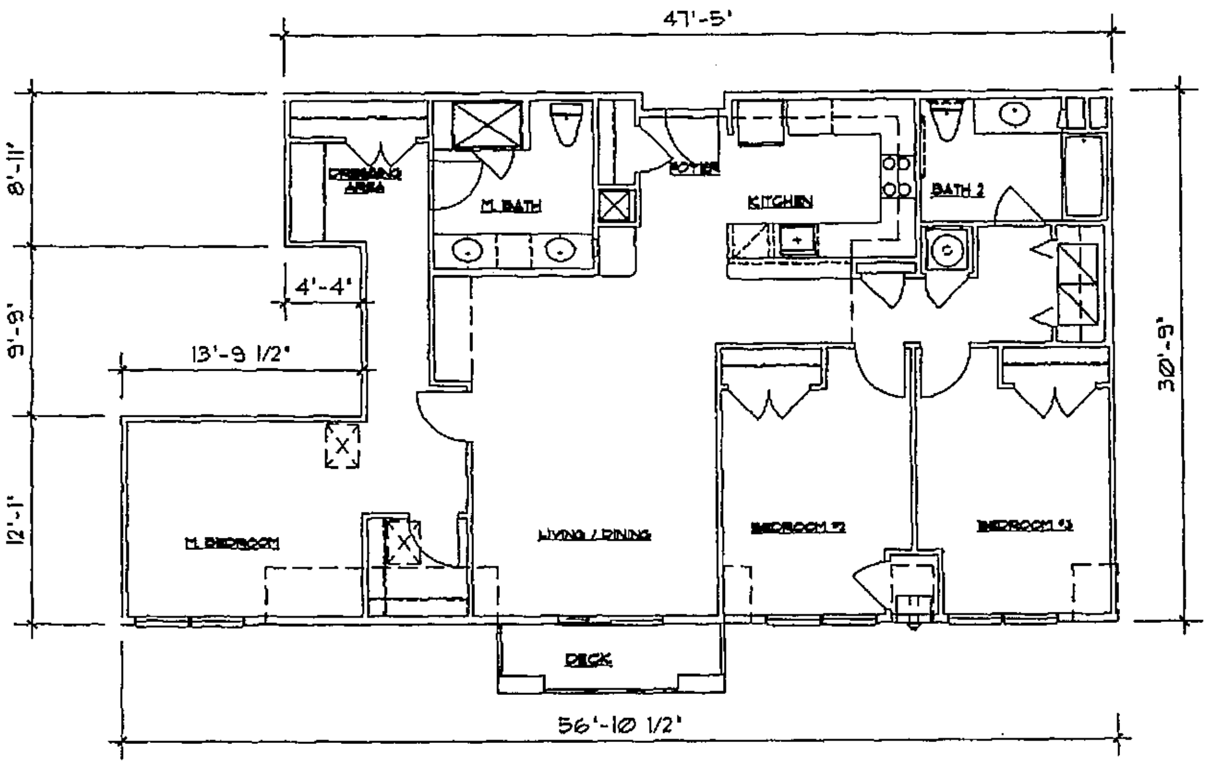
PROGRESS SET

K. Hovnanian

FOUR SEASONS @ BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

10/22/04

A-5.23a



1526 SF

3BR-C
UNIT PLAN

NOT TO SCALE

* ALL DIMENSIONS ARE APPROXIMATE

ARCHITECT:
JOHN W. GRAY

PROGRESS SET

K. Hovnanian
FOUR SEASONS @ BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

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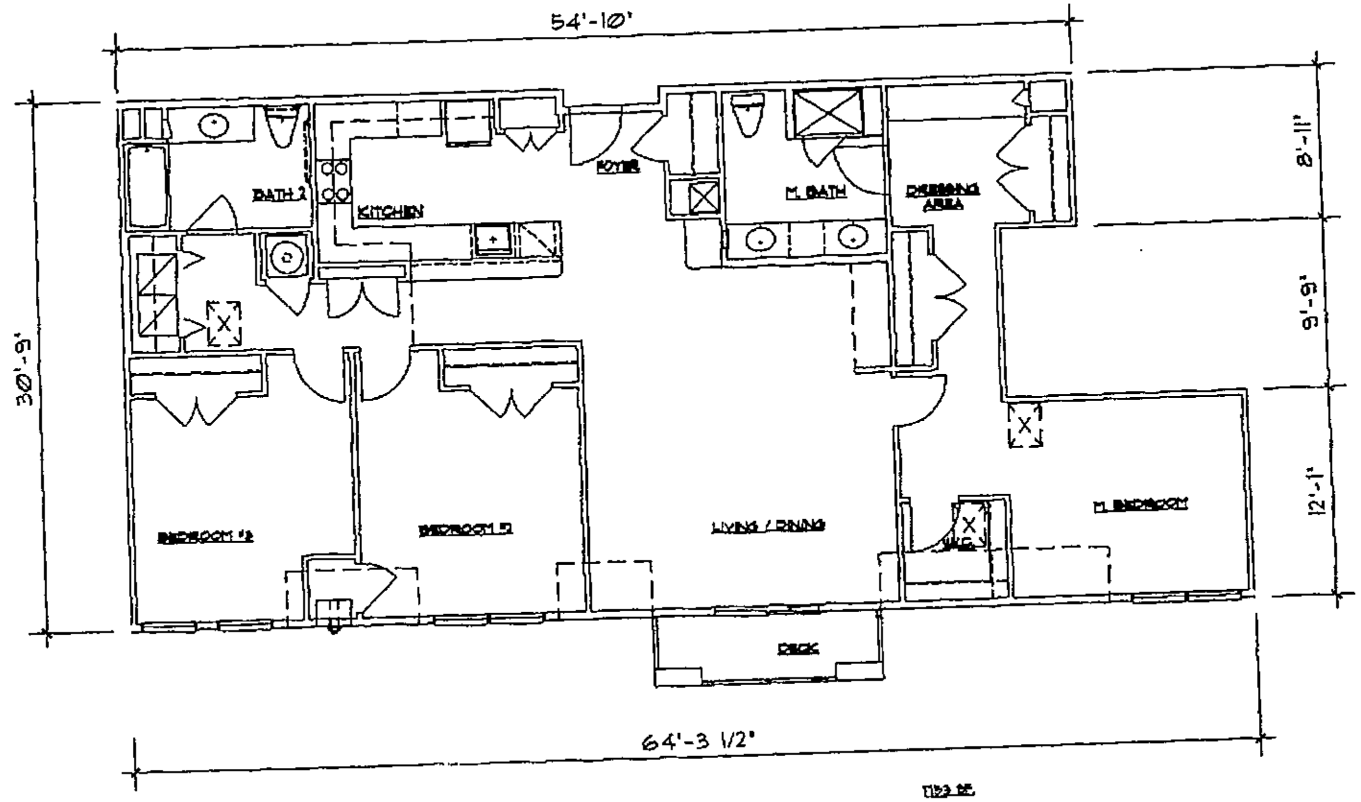
10/22/04

A-524



3BR-C1
UNIT PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

PROGRESS SET

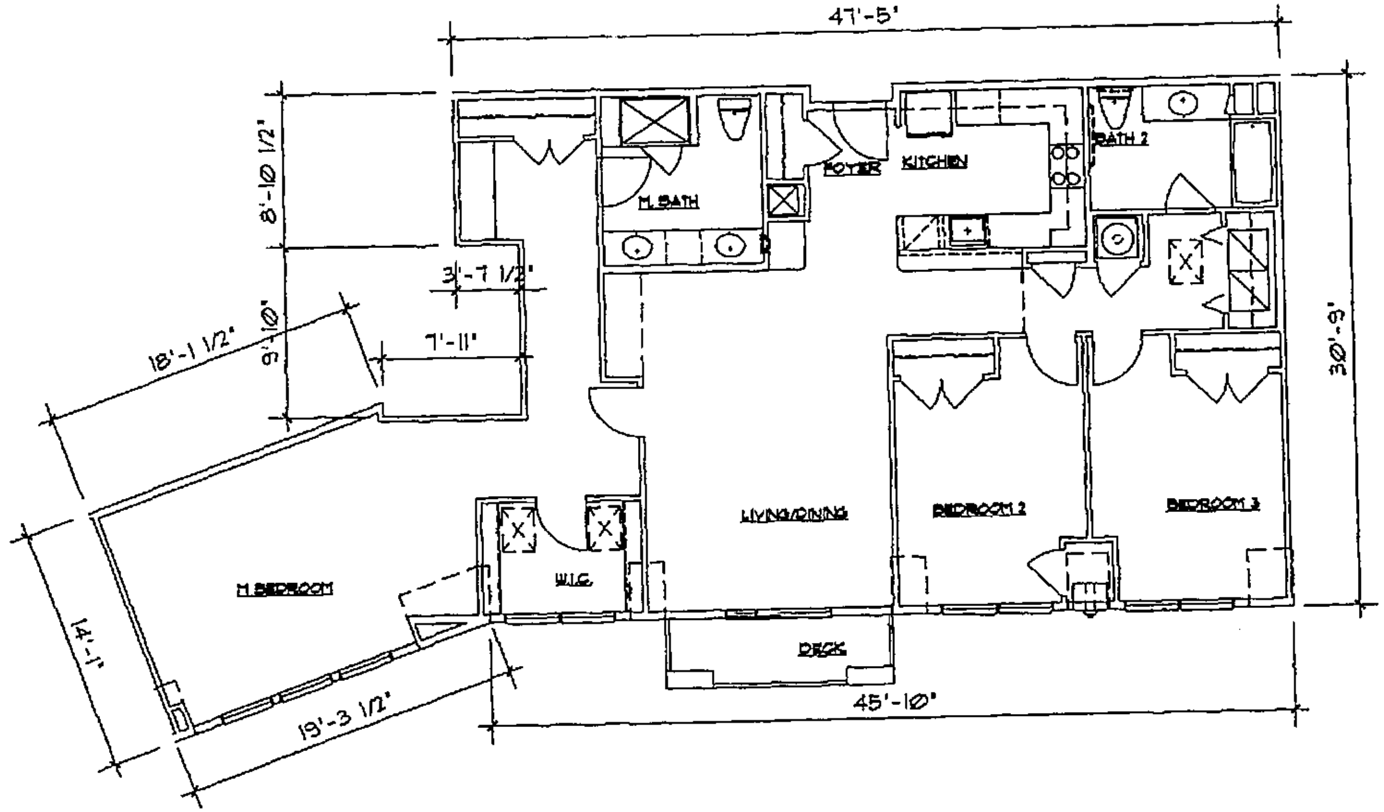
ARCHITECT:
JOHN W. GRAY

FOUR SEASONS • BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

K. Hovnanian

000
10/22/04

A-5.25



3BR-C2
UNIT PLAN

NOT TO SCALE

* ALL DIMENSIONS ARE APPROXIMATE

PROGRESS SET

ARCHITECT:
JOHN W. GRAY

FOUR SEASONS @ BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

K. Hovnanian Companies

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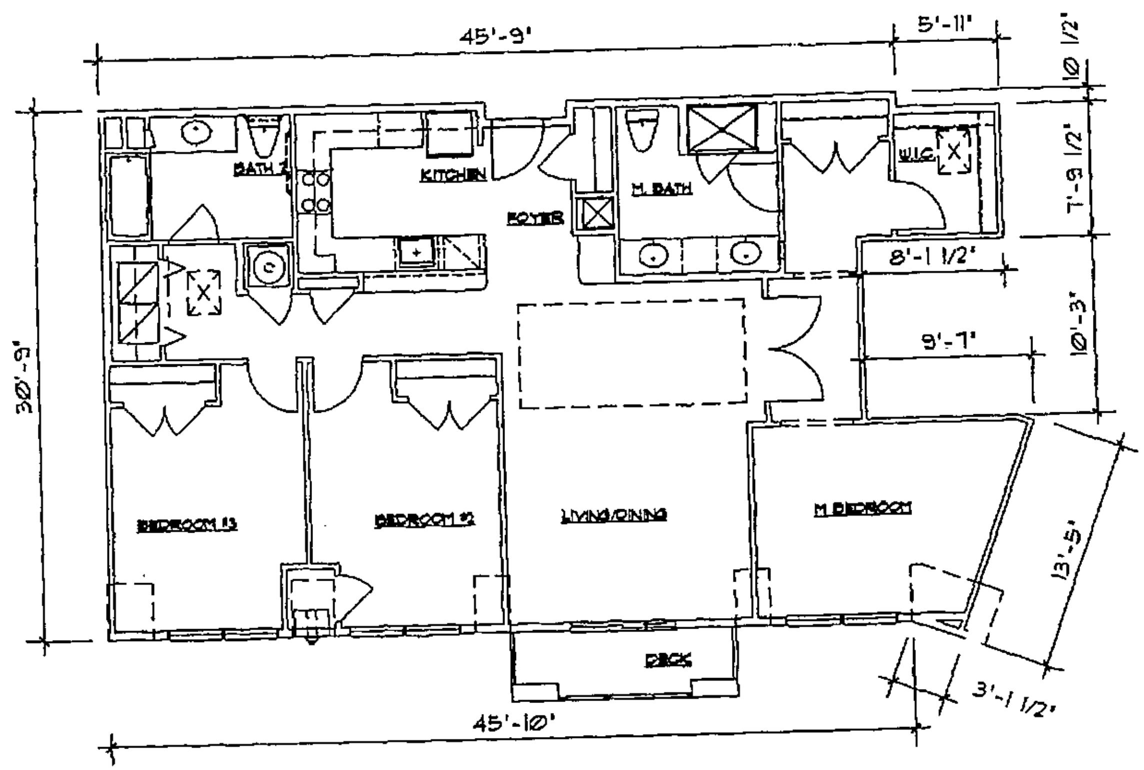
10/22/04

A-5.26



3BR-C3
UNIT PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

ARCHITECT:
JOHN W. GRAY

PROGRESS SET

K. Hovnanian

FOUR SEASONS @ BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

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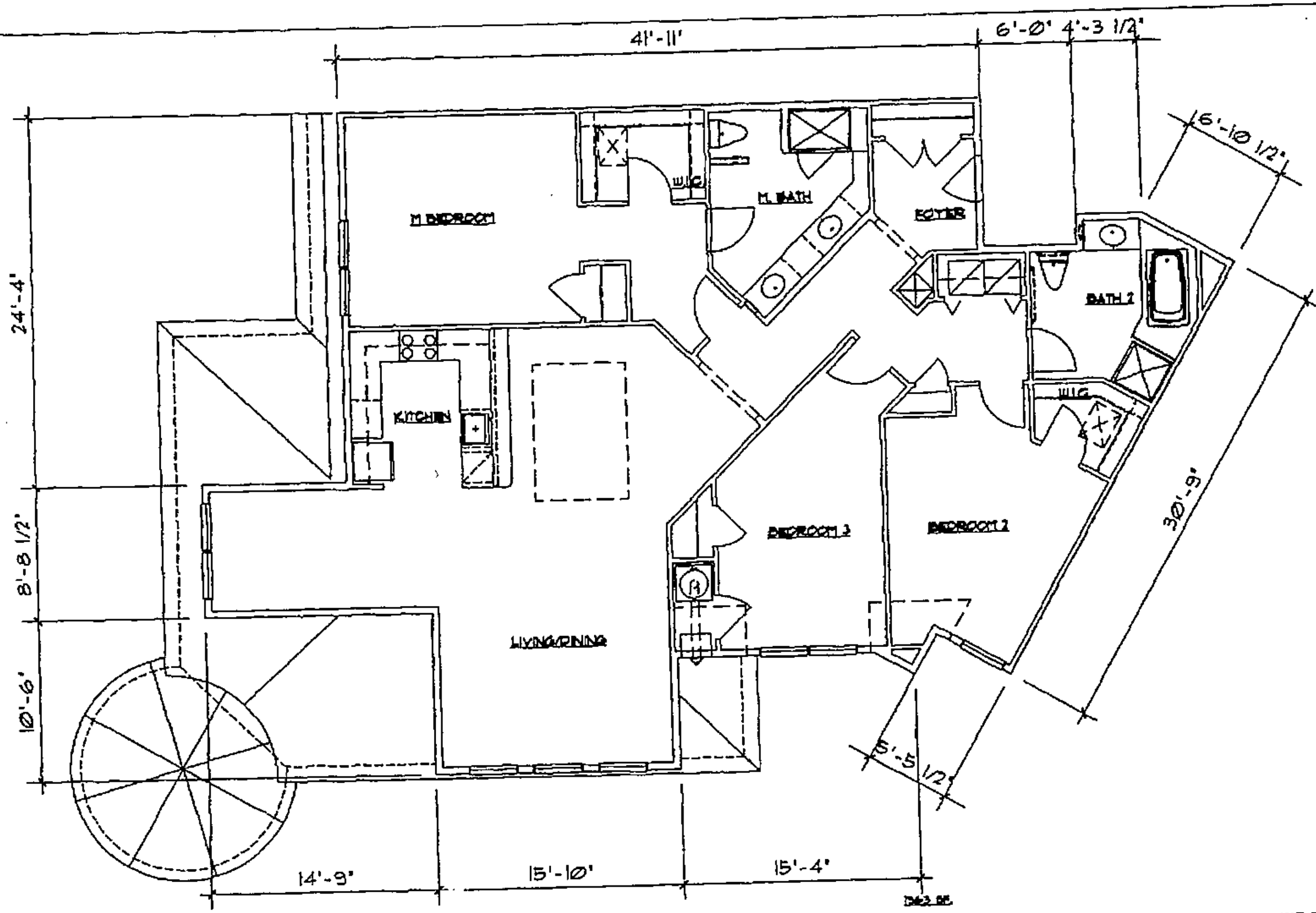
10/27/04

A-5.27



NOT TO SCALE

3BR-D
UNIT PLAN

• ALL DIMENSIONS ARE APPROXIMATE

PROGRESS SET

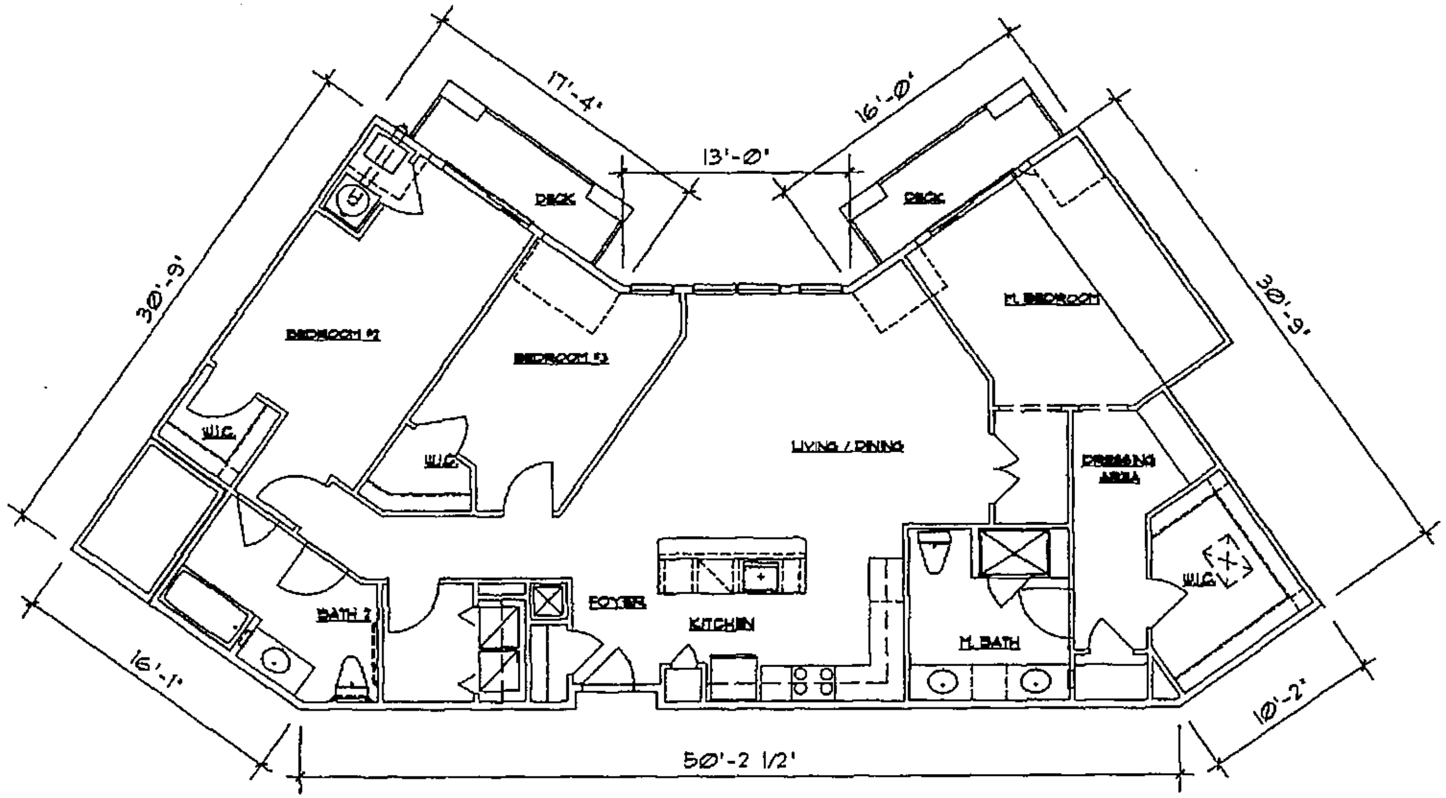
ARCHITECT:
JOHN W. GRAY

K. Hovnanian Companies

FOUR SEASONS • BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

000
10/22/04

A-528



3BR-E
UNIT PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

PROGRESS SET

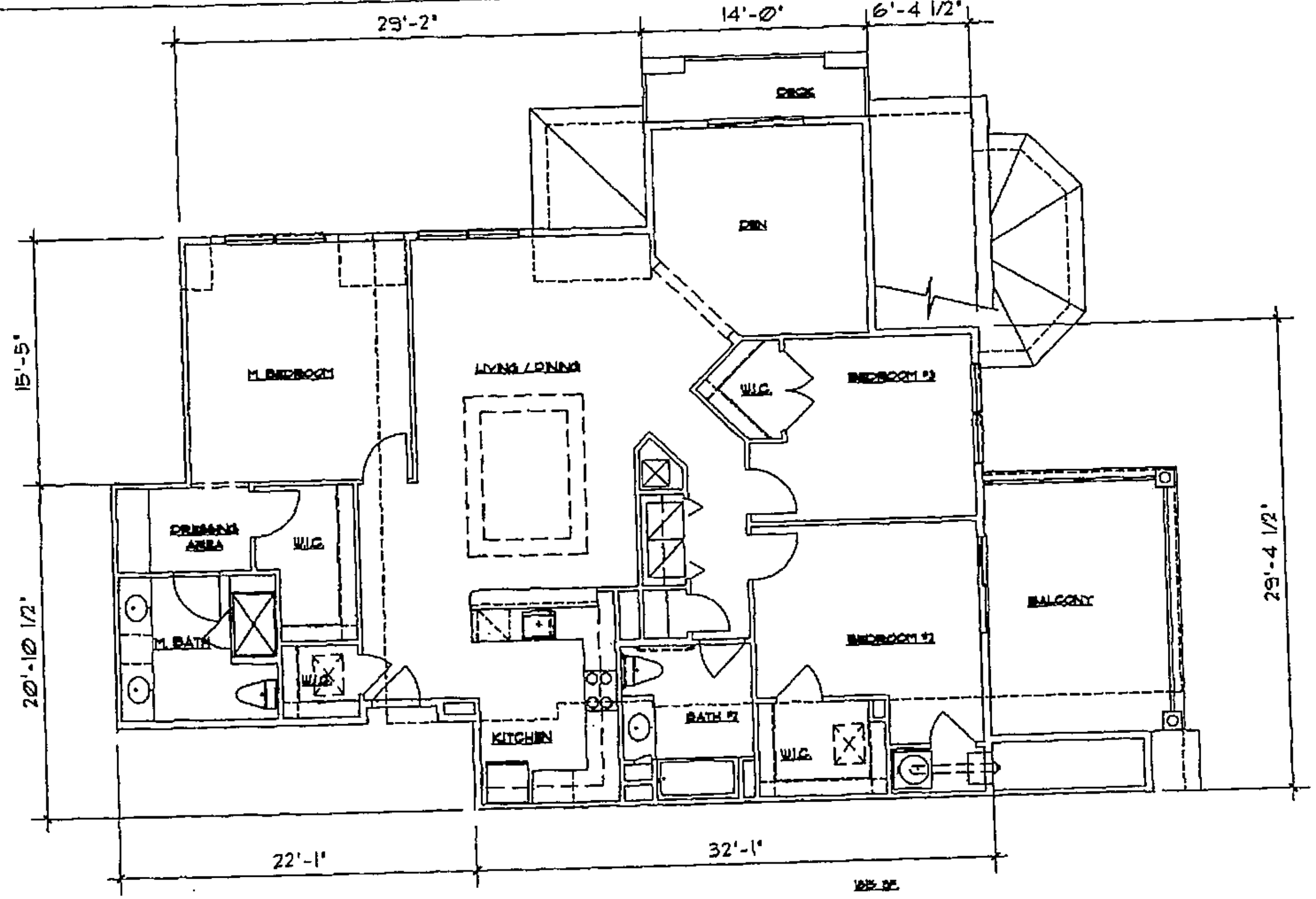
ARCHITECT:
JOHN W. GRAY

FOUR SEASONS • BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

K. Hovnanian

000
10/22/04

A-529



3BR-F
UNIT PLAN

NOT TO SCALE

• ALL DIMENSIONS ARE APPROXIMATE

PROGRESS SET

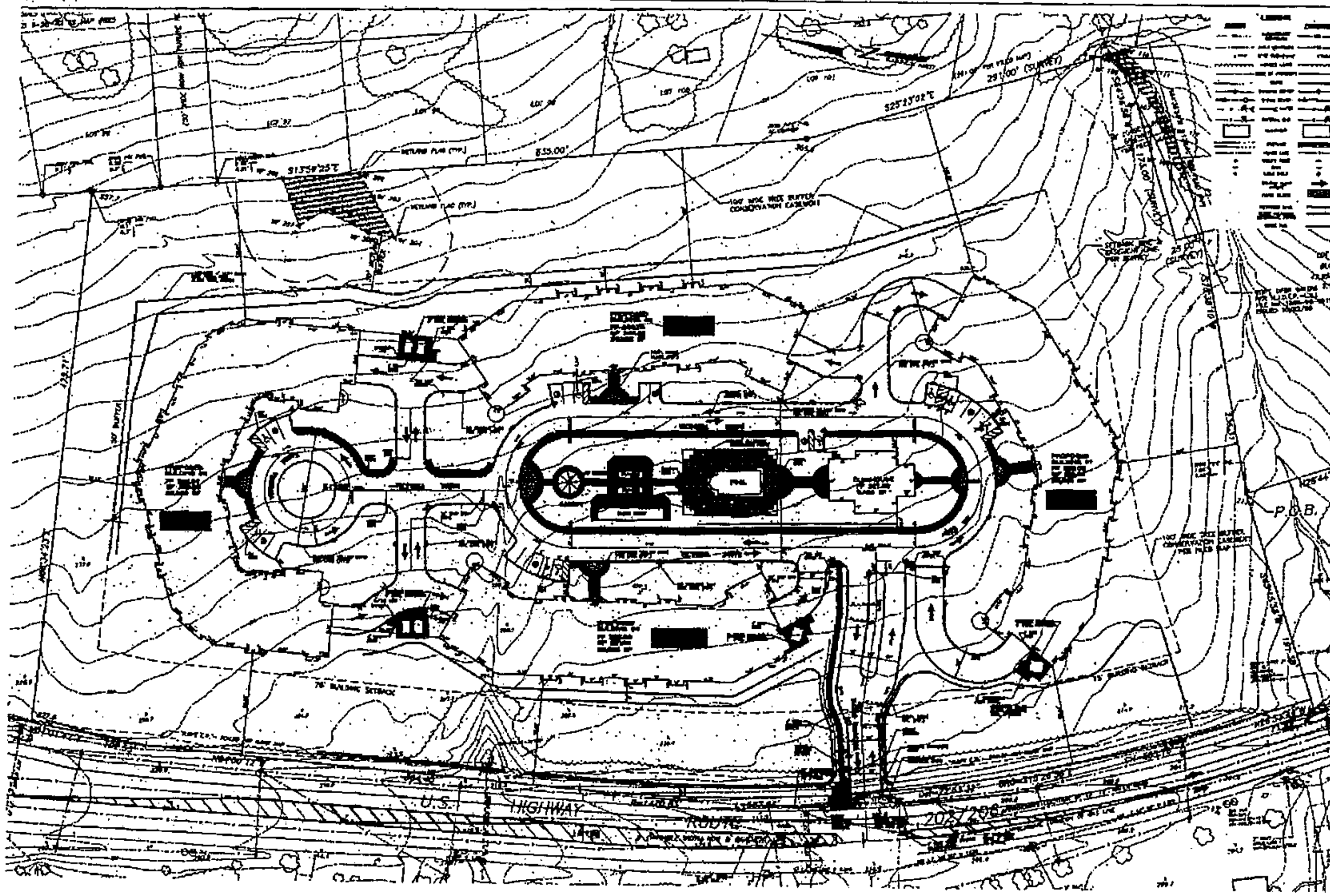
ARCHITECT:
JOHN W. GRAY

K. Hovnanian

FOUR SEASONS @ BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

000
10/22/04

A-530



* ALL DIMENSIONS ARE APPROXIMATE

PROGRESS SET

ARCHITECT:
JOHN W. GRAY

FOUR SEASONS @ BRIDGEWATER
ALL UNITS
BRIDGEWATER, NJ

K. Hovnanian Companies

000

10/22/04

SP-1

EXHIBIT D

TO THE MASTER DEED FOR

FOUR SEASONS AT BRIDGEWATER, A CONDOMINIUM

SCHEDULE OF PERCENTAGE INTEREST

IN THE COMMON ELEMENTS

BRETT A. RADI
SOMERSET COUNTY CLERK
20 GROVE STREET
P.O. BOX 3000
SOMERVILLE, NJ 08876-1262

****

Recorded: 01/09/2006 11:33:32 AM

Book: OPR 5848 Page: 2394-2397

Instrument No.: 2006001772

AGTDEEDN 4 PGS $60.00

Recorder: MORAVEK

****

DO NOT DISCARD

2006001772

3/6/08 K,445-

THIRD AMENDMENT
TO THE MASTER DEED FOR
K. HOVNANIAN'S FOUR SEASONS AT BRIDGEWATER, A CONDOMINIUM

THIS THIRD AMENDMENT TO THE MASTER DEED is made this 29th day of November, 2007, by K. Hovnanian at Bridgewater I, L.L.C., a New Jersey limited liability company, having an office at 110 Fieldcrest Avenue, CN - 7825, Edison, New Jersey 08818-7825 (hereinafter referred to as the "Sponsor").

WHEREAS, the Sponsor established the condominium form of ownership relative to certain lands and improvements thereon located in the Township of Bridgewater, Somerset County, New Jersey, by recording that certain Master Deed dated November 4, 2003 and recorded November 7, 2003 in the office of the Clerk of Somerset County in Deed Book 5498 at Page 3287, et seq.; and 2003140946

WHEREAS, by virtue of the recordation of the Master Deed, the Sponsor created "K. Hovnanian's Four Seasons at Bridgewater, A Condominium" hereinafter referred to as the "Condominium") pursuant to the New Jersey Condominium Act, N.J.S.A. 46:8B-1 et seq.; and

WHEREAS, the Sponsor has recorded the First Amendment to the Master Deed dated February 20, 2005 and recorded March 3, 2005 in the office of the Clerk of Somerset County in Deed Book 5713 at Page 1850, et seq.; and

WHEREAS, the Sponsor has recorded the Second Amendment to the Master Deed dated December 7, 2005 and recorded January 9, 2006 in the office of the Clerk of Somerset County in Deed Book 5848 at Page 2394, et seq.; and

WHEREAS, the Sponsor wishes to amend and supplement certain provision of the Master Deed; and

WHEREAS, at Article XII, Section 4(b) of the Master Deed, the Sponsor reserved for itself for a period of five (5) years from the date the first Unit is conveyed to an individual purchaser or until closing of title of the last of the Sponsor's Units, whichever occurs first, the right to execute on behalf of all contract purchasers, Unit Owners, mortgagees, other lienholders or parties claiming a legal or equitable interest in the Condominium or any portion thereof, any amendments or supplements to the Master Deed; and

WHEREAS, Section 126-2 of the Land use Code of the Township of Bridgewater (the "Code") has been amended, impacting who may be Unit Owners of the Condominium.

NOW, THEREFORE, Developer hereby amends and supplements the Master Deed as follows:

The text of the Master Deed is amended as follows:

A. Article IX of the Master Deed captioned "RESTRICTIONS" is amended at Section 3 captioned "AGE RESTRICTIONS" by the deletion of Paragraphs 1 and 2 in their entirety and the insertion of the following new Paragraphs 1 and 2 in their stead:

"Under Section 126-2, as amended on December 5, 2005 by Ord. No. 05-56, of the Land Use Code of the Township of Bridgewater (the "Code"), the Condominium has been designed and constructed for senior occupancy limited to at least one member of the household 55 years of age or older with no children under 19 years of age in permanent residence, pursuant to the Federal Fair Housing Amendments Act of 1998, and any amendments thereto, including but not limited to the Housing for Older Persons Act of 1995.

The construction, interpretation and enforcement of this Article IX as well as the remainder of the Master Deed and Bylaws shall be in a

RIR
EASTERN TITLE AGENCY, INC.
2 INDUSTRIAL WAY WEST
P.O. BOX 338
EATONTOWN, NEW JERSEY 07724
XE001192/WK

2007068583

BRETT A. RADI COUNTY CLERK
SOMERSET COUNTY, NJ
2007 DEC 04 11:59:31 AM
BK:6089 PG:3450-3453
INSTRUMENT # 2007068583

manner consistent with the Code. As a result, occupancy of every Unit is restricted to the following individuals:

(1) any person of the age of 55 years or over ("Age Qualified Person");

(2) a spouse or companion over the age of 19 and under the age of 55 provided they reside with an Age Qualified Person;

(3) children residing with permitted occupants, provided the children are at least 19 years of age; and

(4) an individual, over the age of 19, residing with and providing physical support to a permitted occupant."

B. Article IX of the Master Deed captioned "RESTRICTIONS" is amended at Section 3 captioned "<u>AGE RESTRICTIONS</u>" to insert as a new Paragraph 3 the following:

"In addition to the above restrictions, up to 15% of the Units are permitted to be occupied by permanent residents all of whom are under the age of 55, provided that at least one of the permanent residents is 50 years of age or older, and none of the permanent residents are under the age of 19."

All other terms and provisions of the aforesaid Master Deed, as previously expressly amended and supplemented, shall remain in full force and effect. In the event of any inconsistency between the terms of the Master Deed and this Third Amendment to the Master Deed, the terms of this Third Amendment shall govern.

IN WITNESS WHEREOF, the Sponsor has caused this Third Master Deed Amendment to be duly executed the day and year first above written.

WITNESS:	K. HOVNANIAN AT BRIDGEWATER I, LLC
Christopher Hopkins, Esq.	BY: James Driscoll, President

STATE OF NEW JERSEY)
) ss
COUNTY OF MIDDLESEX)

BE IT REMEMBERED, that on this 29th day of November, 2007, before me, the subscriber, an officer authorized to take acknowledgments and proofs, personally appeared James Driscoll who, I am satisfied is the President of K. Hovnanian at Bridgewater I, L.L.C. the sponsor named in the foregoing Master Deed, and, I having first made known to him the contents hereof, thereupon he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of such Company, for the uses and purposes therein expressed, as of and for and on behalf of the Sponsor/Company, pursuant to authority granted by the Members/Managers of such Company.

Catherine V. Read

CATHERINE V. READ
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 18, 2012

CATHERINE V. READ NOTARY PUBLIC NEW JERSEY

BRETT A. RADI
SOMERSET COUNTY CLERK
20 GROVE STREET
P.O. BOX 3000
SOMERVILLE, NJ 08876-1262

****

Recorded:	12/04/2007 11:59:31 AM
Book:	OPR 6089 Page: 3450-3453
Instrument No.:	2007068583
	AGTDEEDN 4 PGS $60.00

Recorder: BRIONES

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DO NOT DISCARD

2007068583

5pgs 30.00 Ck AL
Amend-Deed w/Notary

FOURTH AMENDMENT
TO THE MASTER DEED FOR
K. HOVNANIAN'S FOUR SEASONS AT BRIDGEWATER, A CONDOMINIUM

THIS FOURTH AMENDMENT TO THE MASTER DEED is made this 15th day of May, 2009, by K. Hovnanian at Bridgewater I, L.L.C., a New Jersey limited liability company, having an office at 110 Fieldcrest Avenue, CN - 7825, Edison, New Jersey 08818-7825 (hereinafter referred to as the "Sponsor").

WHEREAS, the Sponsor established the condominium form of ownership relative to certain lands and improvements thereon located in the Township of Bridgewater, Somerset County, New Jersey, by recording that certain Master Deed dated November 4, 2003 and recorded November 7, 2003 in the office of the Clerk of Somerset County in Deed Book 5498 at Page 3287, et seq.; and # 2003 140946

WHEREAS, by virtue of the recordation of the Master Deed, the Sponsor created "K. Hovnanian's Four Seasons at Bridgewater, A Condominium" hereinafter referred to as the "Condominium") pursuant to the New Jersey Condominium Act, N.J.S.A. 46:8B-1 et seq.; and

WHEREAS, the Sponsor has recorded the First Amendment to the Master Deed dated February 20, 2005 and recorded March 3, 2005 in the office of the Clerk of Somerset County in Deed Book 5713 at Page 1850, et seq.; and

WHEREAS, the Sponsor has recorded the Second Amendment to the Master Deed dated December 7, 2005 and recorded January 9, 2006 in the office of the Clerk of Somerset County in Deed Book 5848 at Page 2394, et seq.; and

WHEREAS, the Sponsor has recorded the Third Amendment to the Master Deed dated November 29, 2007 and recorded December 4, 2007 in the office of the Clerk of Somerset County in Deed Book 6089 at Page 3450, et seq.; and

WHEREAS, the Sponsor wishes to amend and supplement certain provision of the Master Deed; and

WHEREAS, at Article XII, Section 4(b) of the Master Deed, the Sponsor reserved for itself for a period of five (5) years from the date the first Unit is conveyed to an individual purchaser or until closing of title of the last of the Sponsor's Units, whichever occurs first, the right to execute on behalf of all contract purchasers, Unit Owners, mortgagees, other lienholders or parties claiming a legal or equitable interest in the Condominium or any portion thereof, any amendments or supplements to the Master Deed; and

WHEREAS, Section 126-2 of the Land use Code of the Township of Bridgewater (the "Code") has been amended, impacting who may be Unit Owners of the Condominium; and

WHEREAS, the Developer has determined to amend, supplement and correct the Master Deed to conform with the requirements of the secondary mortgage markets and lenders in that market. To these ends, the Developer has executed and will record this Fourth Amendment to the Master Deed.

NOW, THEREFORE, Developer hereby amends and supplements the Master Deed as follows:

The text of the Master Deed is amended as follows:

A. Article II, "DEFINITIONS" is amended at Section N captioned "ELIGIBLE MORTGAGE HOLDER" by deleting Section N in its entirety and replacing it with the following text:

"n. This paragraph is intentionally omitted."

B. Article V, "COMMON EXPENSES" is amended at Section 13 captioned "SUBORDINATION OF THE LIEN TO MORTGAGES" by deleting Section 13 in its entirety and replacing it with the following text"

"13. This paragraph is intentionally omitted."

C. Article IX, "RESTRICTIONS" is amended at Section 3 captioned "AGE RESTRICTIONS" to insert as new Paragraphs 4 and 5 the following text:

"It is the Association's perpetual obligation to protect and retain the Association's age-restricted status. To that end and in accordance with 24 CFR (Code of Federal Regulations) Section 100.378 the Association's Board of Trustees will cause a census of the residents of the Condominium to be taken at least once every two (2) years. This census, which is to be distributed by the Association to all Unit Owners, must certify as to the age qualification of all residents in the Unit and must include verification of the ages of all residents of the Unit through copies of driver's licenses, birth certificates or similarly recognized substantiation.

While the Developer has majority control of the Association's Board of Trustees it will verify the age of the buyers of each Unit through the Purchase Agreement and/or will cause each Unit Owner to complete a Housing for Older Persons Act ("H.O.P.A.") form. Once the Unit Owners other than the Developer assume majority control of the Board of Trustees the Association will cause a H.O.P.A. or similar form to be distributed to all Unit Owners every two (2) years. It is each Unit Owner's obligation to complete and return to the Association the H.O.P.A. or similar form with copies of an age verification document for each resident as described in the preceding paragraph. If the Unit Owner leases his or her Unit it is the Unit Owner's obligation to obtain the required information and documentation from his or her tenants and submit them to the Association. In addition, it is the Owner's obligation upon offering his or her Unit for sale to advise all prospective purchasers of the age restrictions and to provide the Association with proof of the potential purchaser's compliance with the age restrictions prior to closing title to the Unit. Failure of the Unit Owner to comply with these requirements may result in the Association taking all legal action permitted to prevent the Unit Owner or his or her tenant from occupying the Unit."

D. Article XI, "PROTECTIVE PROVISIONS FOR THE BENEFIT OF ELIGIBLE MORTGAGE HOLDERS" is deleted in its entirety and replaced with the following:

"ARTICLE XI
PROTECTIVE PROVISIONS FOR THE BENEFIT OF MORTGAGE HOLDERS

1. 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 Article 11.2 of this Master Deed 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 11.1 shall be delivered by certified or registered mail, with a "return receipt" requested.

2. PRIOR WRITTEN APPROVAL OF 51% OF MORTGAGEES. The prior written approval of the Mortgagees that represent at least 51 percent (51%) 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 damage or condemnation occurs or for other reasons.

The notice given to Mortgagees pursuant to Article 11.1 of this Master Deed with regard to any proposed material amendment as aforesaid must include a copy of the proposed amendment.

3. IMPLIED APPROVAL OF MORTGAGEES ASSUMED. In spite of the requirements of prior written approval of Mortgagees required in Article 11.2 of this Master Deed, provided that the Association serves proper notice on Mortgagees as required by Article 11.1 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 Article 11.2 within sixty (60) days after it receives proper notice of the proposal as provided in this Article 11 of the Master Deed.

4. 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 sixty (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.

5. 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.

6. NO PARTITION. Units may not be partitioned or subdivided without the prior written approval of a Mortgagee holding a Mortgage on such Unit.

7. COMMON EXPENSE LIEN SUBORDINATE. Except to the extent permitted by law, any lien the Association has on any 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 the 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 Mortgagee 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).

8. MAINTENANCE AND INSPECTION OF RECORDS. The Association must maintain current copies of this Master Deed, Certificate of Incorporation, Bylaws, 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 Mortgage Holders. Any 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 ninety (90) days following the end of any Association fiscal year.

9. LIABILITY FOR COMMON EXPENSE ASSESSMENTS. 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 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 or other assessments remaining unpaid after receipt of any payment made to the Association in accordance with Article 11.7 are Common Expenses collectible from all of the remaining Unit Owners, including such Mortgagee and its successors and assigns.

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 thirty (30) days prior written notice therein. The term of any such agreement shall not exceed one (1) year.

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.

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."

All other terms and provisions of the aforesaid Master Deed, as previously expressly amended and supplemented, shall remain in full force and effect. In the event of any inconsistency between the terms of the Master Deed and this Fourth Amendment to the Master Deed, the terms of this Fourth Amendment shall govern.

IN WITNESS WHEREOF, the Sponsor has caused this Fourth Master Deed Amendment to be duly executed the day and year first above written.

WITNESS: K. HOVNANIAN AT BRIDGEWATER I, LLC

Francine Chesler, Esq.

BY: James Driscoll, President

STATE OF NEW JERSEY)
) ss
COUNTY OF MIDDLESEX)

BE IT REMEMBERED, that on this 13th day of May, 2009 before me, the subscriber, an officer authorized to take acknowledgments and proofs, personally appeared James Driscoll who, I am satisfied is the President of K. Hovnanian at Bridgewater I, L.L.C. the sponsor named in the foregoing Master Deed, and, I having first made known to him the contents hereof, thereupon he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of such Company, for the uses and purposes therein expressed, as of and for and on behalf of the Sponsor/Company, pursuant to authority granted by the Members/Managers of such Company.

R+R

EASTERN TITLE AGENCY
2 INDUSTRIAL WAY WEST
1ST FLOOR
EATONTOWN NJ 07724

STEPHANIE A. WANDER-[illegible]
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires [illegible]

BRETT A. RADI
SOMERSET COUNTY CLERK
20 GROVE STREET
P.O. BOX 3000
SOMERVILLE, NJ 08876-1262

Recorded:	**05/19/2009 11:31:05 AM**
Book:	**OPR 6220 Page: 1850-1855**
Instrument No.:	**2009024840**
	AGTDEEDN 6 PGS $80.00

Recorder:	**LEONARDI**

DO NOT DISCARD

2009024840

3p 60, [illegible]

FIFTH AMENDMENT
TO THE MASTER DEED FOR
K. HOVNANIAN'S FOUR SEASONS AT BRIDGEWATER, A CONDOMINIUM

THIS FIFTH AMENDMENT TO THE MASTER DEED is made this 15 day of July, 2009, by K. Hovnanian at Bridgewater I, L.L.C., a New Jersey limited liability company, having an office at 110 Fieldcrest Avenue, CN - 7825, Edison, New Jersey 08818-7825 (hereinafter referred to as the "Sponsor").

WHEREAS, the Sponsor established the condominium form of ownership relative to certain lands and improvements thereon located in the Township of Bridgewater, Somerset County, New Jersey, by recording that certain Master Deed dated November 4, 2003 and recorded November 7, 2003 in the office of the Clerk of Somerset County in Deed Book 5498 at Page 3287, et seq.; and

2003140946

WHEREAS, by virtue of the recordation of the Master Deed, the Sponsor created "K. Hovnanian's Four Seasons at Bridgewater, A Condominium" hereinafter referred to as the "Condominium") pursuant to the New Jersey Condominium Act, N.J.S.A. 46:8B-1 et seq.; and

WHEREAS, the Sponsor has recorded the First Amendment to the Master Deed dated February 20, 2005 and recorded March 3, 2005 in the office of the Clerk of Somerset County in Deed Book 5713 at Page 1850, et seq.; and

WHEREAS, the Sponsor has recorded the Second Amendment to the Master Deed dated December 7, 2005 and recorded January 9, 2006 in the office of the Clerk of Somerset County in Deed Book 5848 at Page 2394, et seq.; and

WHEREAS, the Sponsor has recorded the Third Amendment to the Master Deed dated November 29, 2007 and recorded December 4, 2007 in the office of the Clerk of Somerset County In Deed Book 6089 at Page 3450, et seq.; and

WHEREAS, the Sponsor has recorded the Fourth Amendment to the Master Deed dated May 13, 2009 and recorded May 19, 2009 in the office of the Clerk of Somerset County in Deed Book 6220 at Page 1850, et seq.; and

WHEREAS, the Sponsor wishes to amend and supplement certain provision of the Master Deed; and

WHEREAS, at Article XII, Section 4(b) of the Master Deed, the Sponsor reserved for itself for a period of five (5) years from the date the first Unit is conveyed to an individual purchaser or until closing of title of the last of the Sponsor's Units, whichever occurs first, the right to execute on behalf of all contract purchasers, Unit Owners, mortgagees, other lienholders or parties claiming a legal or equitable interest In the Condominium or any portion thereof, any amendments or supplements to the Master Deed; and

WHEREAS, Section 126-2 of the Land use Code of the Township of Bridgewater (the "Code") has been amended, impacting who may be Unit Owners of the Condominium.

NOW, THEREFORE, Developer hereby amends and supplements the Master Deed and amendments to the Master Deed as follows:

A. Section 3 captioned AGE RESTRICTIONS of Article IX, captioned "RESTRICTIONS" as amended in the First, Second, Third and Fourth Amendments to Master Deed, is further amended by deleting Section 3 captioned "AGE RESTRICTIONS" in its entirety and by the insertion of the following:

"3. **AGE-RESTRICTIONS.** Under Section 126-2, as amended on December 5, 2005 by Ord. No. 05-56, of the Land Use Code of the Township of Bridgewater (the "Code"), the Condominium has been designed and constructed for senior occupancy limited to at least one member of the household 55 years of age or older with no children under 19 years of age in permanent residence, pursuant to the Federal Fair

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Housing Amendments Act of 1998, and any amendments thereto, including but not limited to the Housing for Older Persons Act of 1995."

The construction, interpretation and enforcement of this Article IX as well as the remainder of the Master Deed and Bylaws shall be in a manner consistent with the Code. However, in the event the restrictions imposed by the Code are subsequently lawfully amended or interpreted, e.g. by court order, to permit additional classes of residents, the Condominium Association reserves the right to permit residency by such persons as shall be required by any such amendment or interpretation of the Code. Despite anything to the contrary in the Master Deed or Bylaws, no Unit may be occupied by a child

It is the Association's perpetual obligation to protect and retain the Association's age-restricted status. To that end and in accordance with 24 CFR (Code of Federal Regulations) Section 100.378 the Association's Board of Trustees will cause a census of the residents of the Condominium to be taken at least once every two (2) years. This census, which is to be distributed by the Association to all Unit Owners, must certify as to the age qualification of all residents in the Unit and must include verification of the ages of all residents of the Unit through copies of driver's licenses, birth certificates or similarly recognized substantiation.

While the Developer has majority control of the Association's Board of Trustees it will verify the age of the buyers of each Unit through the Purchase Agreement and/or will cause each Unit Owner to complete a Housing for Older Persons Act ("H.O.P.A.") form. Once the Unit Owners other than the Developer assume majority control of the Board of Trustees the Association will cause a H.O.P.A. or similar form to be distributed to all Unit Owners every two (2) years. It is each Unit Owner's obligation to complete and return to the Association the H.O.P.A. or similar form with copies of an age verification document for each resident as described in the preceding paragraph. If the Unit Owner leases his or her Unit it is the Unit Owner's obligation to obtain the required information and documentation from his or her tenants and submit them to the Association. In addition, it is the Owner's obligation upon offering his or her Unit for sale to advise all prospective purchasers of the age restrictions and to provide the Association with proof of the potential purchaser's compliance with the age restrictions prior to closing title to the Unit. Failure of the Unit Owner to comply with these requirements may result in the Association taking all legal action permitted to prevent the Unit Owner or his or her tenant from occupying that Unit."

B, All other terms and provisions of the aforesaid Master Deed, as previously expressly amended and supplemented, shall remain in full force and effect. In the event of any inconsistency between the terms of the Master Deed and this Fifth Amendment to the Master Deed, the terms of this Fifth Amendment shall govern.

IN WITNESS WHEREOF, the Sponsor has caused this Fifth Master Deed Amendment to be duly executed the day and year first above written.

WITNESS: K. HOVNANIAN AT BRIDGEWATER I, LLC

Francine Chesler, Esq.

BY: James Driscoll, President

STATE OF NEW JERSEY)
) ss
COUNTY OF MIDDLESEX)

BE IT REMEMBERED, that on this 15 day of July, 2009, before me, the subscriber, an officer authorized to take acknowledgments and proofs, personally appeared James Driscoll who, I am satisfied is the Division President of K. Hovnanian at Bridgewater I, L.L.C. the sponsor named in the foregoing Master Deed, and, I having first made known to him the contents hereof, thereupon he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of such Company, for the uses and purposes therein expressed, as of and for and on behalf of the Sponsor/Company, pursuant to authority granted by the Members/Managers of such Company.

FRANCINE CHESLER ESQ.
ATTORNEY AT LAW OF THE
STATE OF NEW JERSEY

R/R to:
EASTERN TITLE AGENCY, INC.
2 INDUSTRIAL WAY WEST
EATONTOWN, NEW JERSEY 07724
PHONE: 732-389-0009/FAX: 732-389-0023
XE001192 / SWB

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20 GROVE STREET
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SOMERVILLE, NJ 08876-1262

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Recorder: **ADAMUS**

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