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MASTER DEED
OF
LONGVIEW AT MONTVILLE
a condominium

GRANTOR: LONGVIEW ESTATES

PROPERTY:

Lot 33, Block 52
Township of Montville,
Morris County, New Jersey

COUNTY OF MORRIS	
CONSIDERATION	<u>NONE</u>
REALTY TRANSFER FEE	<u>4.16</u>
DATE	<u>JUN 2 1989</u> A. W. S.

Prepared by:

[Signature]
George F. Sodowick, Esq.

Record and Return To:
George Y. Sodowick, Esq.
Brach, Eichler, Rosenberg, Silver,
Bernstein, Hammer & Gladstone
101 Eisenhower Parkway
Roseland, New Jersey 07068

BOOK 3137 PAGE 0029

INSTRUMENT REC'D IN DEED

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6. Exhibit F----- Designation of the "Low and Moderate Income" Units.

IN WITNESS WHEREOF, the said Grantor has executed this

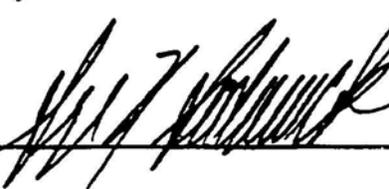
Master Deed on the date above stated.

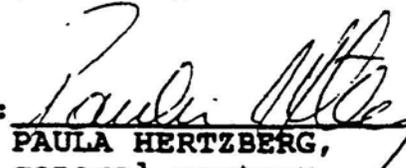
Witness:

LONGVIEW ESTATES, a general partnership

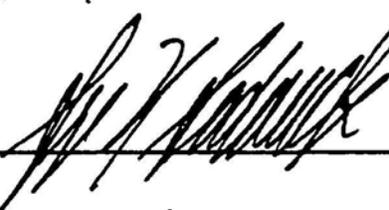


BY:  (L.S.)
ELLIOT LEIBOWITZ,
general partner



BY:  (L.S.)
PAULA HERTZBERG,
general partner

R.



BY:  (L.S.)
JOEL LEIBOWITZ,
general partner

MASTER DEED

THIS MASTER DEED, made this 31st day of May, 1989, by LONGVIEW ESTATES, a general partnership, having an office at 322 Route 46, Parsippany, New Jersey, (hereinafter referred to as "Grantor").

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

WHEREAS, Grantor intends to develop these lands, which are located in the Township of Montville as a condominium development consisting of 110 residential buildings, containing 612 units in addition to recreational facilities. Grantor, by this Master Deed, proposes to develop the aforesaid lands with all the improvements to be constructed thereon into a condominium and to offer the units for sale, subject to the terms, limitations and provisions stated in this Master Deed and the attached By-Laws; and

WHEREAS, Grantor has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an entity, to which should be delegated and assigned the powers of maintaining and administering the common elements and facilities administering and enforcing the covenants and

Prepared by:


GEORGE A. SADOWICK, ESQ.

restrictions, and collecting and disbursing the assessment and charges hereinafter created; and

WHEREAS, Grantor shall incorporate under the laws of the State of New Jersey, as a profit corporation, "Longview at Montville Association, Inc., for the purpose of exercising the functions of the aforesaid.

WHEREFORE WITNESSETH:

1. Purpose:

Grantor does hereby submit, declare and establish "Longview at Montville, a Condominium", in accordance with NJSA 46:8B-1 et seq, or that parcel of land and premises described in Exhibit "A" aforesaid, all as shown on one certain survey entitled "Survey Map/Site Plan - Longview at Montville, a Condominium" prepared by Canger & Cassera and attached hereto as Exhibit "B" and made a part hereof.

2. Definitions:

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

(a) "Affordable" means that household at ninety (90) percent of the ceiling income for each income group, for each household size, is not required to pay more than twenty-eight (28) percent of its gross household income for the total of principle, interest, property taxes, insurance and condominium

association's assessments, calculated on the basis of a ten (10%) percent down payment, and realistically available mortgage interest rates. In the case of rental housing, such a household is not required to pay more than thirty (30%) percent of income for rent inclusive of utilities and all maintenance services.

(b) "Assigns" means any person to who rights of a unit owner have been validly transferred by lease, mortgage or other wise.

(c) "Association" means the entity responsible for the administration of Longview at Montville, a Condominium, which entity shall be incorporated.

(d) "By-Laws" means the governing regulations adopted pursuant to the Condominium Act for the administration and management of the Condominium property.

(e) "Common Elements" means general common elements and limited common elements, all as hereinafter defined. Common elements do not include a Unit.

(f) "Common Expenses" means expenses for which the unit owners are proportionately liable, including but not limited to:

(i) all expenses of administration, maintenance, repair and replacement of the common elements and limited common elements;

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

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

(g) "Common surplus" means the excess of all common receipts over all common expenses. (h)

"Condominium" means the form of ownership of real property under a Master Deed providing for ownership by one or more owners of units of improvements together with an undivided interest in common elements appurtenant to each such unit.

(i) "Condominium property" or "property" means the land covered by the Master Deed, and all improvements thereon, including the proposed buildings to contain a total of 612 units, the pool, tennis courts, recreation building, gatehouse, roads, parking areas, and all easements, rights and appurtenances belonging thereto or intended for the benefit thereof.

(j) "Grantor" means Longview Estates, its successors and assigns.

(k) "General common elements" means all appurtenances and facilities and other items set forth in NJSA 46:8B-3(d) which are not part of the Units nor are limited common elements.

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

(m) "Limited common elements" means those common elements which are for the use of one or more specified units to exclusion of other units.

(n) "Low Income" is defined as having a total gross household income equal to fifty (50%) percent or less of the median household income for households of the same size and using the median income data for household size prepared by the United States Department of Housing and Urban Development (HUD) for the region which includes Montville Township

(presently the Newark S.M.S.A.), or if HUD data is not available, equivalent data from other sources acceptable to the Planning Board.

(o) "Majority" or "majority of the unit owners" means the holders of fifty-one (51%) percent of the aggregate number of votes of the Association.

(p) "Master Deed" means the Master Deed recorded under the terms of the Condominium Act, as such Master Deed may be amended or supplemented from time to time, (g) "Member" means the owner or co-owner of a unit.

(r) "Moderate Income" is defined as having total gross household income between fifty (50%) percent and eighty (80%) percent of the median household income for households of the same size for the region which includes Montville Township, using the median income data for household size prepared by HUD, or, if HUD data is not available, equivalent data from the other sources acceptable to the Planning Board.

(s) "Person" means an individual, firm, corporation, partnership, association, trust or

other legal entity, or any combination thereof.

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

(u) "Unit deed" means a deed of conveyance of a unit in recordable form, (v) "Unit owner" means the person or persons owning a unit in fee simple.

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

3. Description of Project:

The entire tract is intended to consist of 110 residential buildings, the buildings to contain a total of 477 condominium townhouse units and 135 condominium apartment units, a pool,

tennis courts, recreational building, as well as any other structures thereon, and all rights, roads, waters, privileges and appurtenances thereto belonging or appertaining. The buildings are to be located as more specifically shown on Exhibit B attached hereto. Each unit has a numerical and letter designation to identify location. Said designations being more particularly set forth in Exhibit C, attached hereto.

4. Description of Units:

a. Each of said 135 condominium apartment units shall consist of and is defined to include (a) the volumes or cubicles of space enclosed by the unfinished inner surfaces or perimeter and interior walls, ceilings and floors thereof, including vents, doors, windows and such other structural elements that ordinarily are regarded as enclosures of space and (b) all interior dividing walls and partitions (including the space occupied by such walls or partitions) excepting load bearing interior 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 wall paper, paint, plaster, carpeting, tiles and all other finishing materials affixed or installed as a part of the physical structure of the unit and all immediately visible fixtures, mechanical systems and equipment installed and for the sole and exclusive use of the unit, including, but not limited to, the air conditioning and heating systems, plumbing system and electrical system commencing at the point of disconnection from the structural

body of the buildings and from the utility lines, pipes or systems serving the unit. No pipes, wires, conduits or other public utility lines or installations constituting a part of the overall systems designed (a) for the service of no one particular single unit, or (b) for the entire building or other units therein; nor any of the structural members or portions of any kind, including fixtures and appliances within the unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the buildings shall be deemed to be a part of any unit.

The dimensions, area and location of each condominium apartment unit are as shown graphically on the plans attached hereto and made a part hereof as Exhibit "B" and Exhibit "C", as same may be amended from time to time, as herein provided.

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

b. Each of said 477 condominium townhouse units shall consist of and is defined to include (a) the volumes or cubicles of space enclosed by the unfinished inner surfaces or perimeter and interior walls, second floor ceilings and basement floors thereof, including vents, doors, windows and such other structural elements that ordinarily are regarded as enclosures of space and (b) all interior dividing walls and partitions (including the space occupied by such walls or partitions) excepting

load bearing interior walls, floors 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 wall paper, paint, plaster, carpeting, tiles and all other finishing materials affixed or installed as a part of the physical structure of the unit and all immediately visible fixtures, mechanical systems and equipment installed and for the sole and exclusive use of the unit, including, but not limited to, the air conditioning and heating systems, plumbing system and electrical system commencing at the point of disconnection from the structural body of the buildings and from the utility lines, pipes or systems serving the unit. No pipes, wires, conduits or other public utility lines or installations constituting a part of the overall systems designed (a) for the service of no one particular single unit, or (b) for the entire building or other units therein; nor any of the structural members or portions of any kind, including fixtures and appliances within the unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the buildings, shall be deemed to be a part of any unit.

The dimensions, area and location of each condominium townhouse unit are as shown graphically on the plans attached hereto and made a part hereof as Exhibit "B" and Exhibit "C", as same may be amended from time to time, as herein provided.

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

c. Each type unit shall be deemed to include the mechanical equipment, HVAC equipment, fixtures, appliances and hot water heater that service that particular unit.

d. The term "unit" as used in this Master Deed and the By-Laws shall mean and include both the condominium apartment unit and the condominium townhouse unit.

5. Common Elements:

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

A. General Common Elements:

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

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

(b) All streets, curbs, sidewalks, stoops, driveway areas, yards, walkways, parking areas, roadways, subject to the right of the Association to adopt rules and regulations governing the use of the parking areas and roadway areas.

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

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

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

(f) The foundations, columns, girders, beams, supports, main walls, roofs, halls, stairs, stairways, and common entrances.

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

(h) The recreational facilities, including but not limited to the pool, tennis courts, and clubhouse building, subject to the right of the Association to adopt rules and regulations governing the using of same. The gatehouse building and any maintenance buildings.

(i) The Master T.V. antenna, if any, and wiring network.

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

(k) All other appurtenances, facilities or elements of the Condominium rationally of common use or necessary to the existence, upkeep and safety thereof. Each unit owner or co-owner, tenant or occupant of a unit may use the elements held in common in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other owners, co-owners, tenants or occupants. The Association shall have the right, by proper Board of Trustees' actions, to adopt regulations governing the use of the parking areas, roadways, all

recreational facilities and buildings and other common element buildings.

B. Limited Common Elements:

The balconies, decks, stairs and patios, appurtenant to a Unit, and the foyers and stairwells that serve one or more units, but not all units, as well as the driveway areas appurtenant to a Unit as designated on Exhibit "B" are Limited Common Elements and are reserved for the exclusive use of such Units, except in times of emergency, but they may not be added to, modified or altered without the written consent of the Association.

6. Ownership Estate and Percentage Interest:

The owners of a Unit shall have such an estate therein as may be acquired by grant, by purchase or by operation of law, including an estate in fee simple, and shall acquire as an appurtenance to each Unit, an undivided percentage interest in the common elements of the Condominium as set forth in Exhibit "D" attached hereto and made a part hereof, subject to any amendments as herein provided. The said appurtenant undivided percentage interest in the common elements shall not be divisible from the unit from which it appertains.

The foregoing undivided percentage interest as designated in Exhibit "D" shall be used to allocate the burden of common expenses, the division of proceeds, if any, resulting from casualty loss and eminent domain proceeding or any sale and the division of common surplus, if any, of the condominium unit(s) having common ownership of the common elements. Such interest

shall not be changed without the acquiescence of all of the owners of all of the condominium units being affected, which change, if made, shall be evidenced by an appropriate amendment to this Master Deed recorded in the Morris County Clerk's Office. The Grantor reserving the right to change the percentage interest of any unsold unit(s), due to a redesign of a Unit or Units, by recording an amendment in the Morris Country Office. Such an amendment shall not require the consent of the association, any Unit Owner or any Mortgagee and shall contain revised Exhibits "C" and "D".

The percentage interest applicable to each Unit in Phase I as reflected in Exhibit D shall change as each additional Phase or Phases is constructed. The Grantor and any Designated Transferee shall have the sole right to file an amendment to this Master Deed, without the need of the consent of the Association, any Unit Owner or any Mortgagee, to reflect each additional Phase and the percentage interest allocated to each Unit in the new Phase. However, the aforestated right shall expire (a) as to Phase II by December 31, 1990, if a building permit has not been issued for a unit in Phase II; (b) as to Phase III by December 31, 1991, if a building permit has not been issued for a unit in Phase III; (c) as to Phase IV by December 31, 1992, if a building permit has not been issued for a unit in Phase IV; and (d) as to Phase V by December 31, 1993 if a building permit has not been issued for a unit in that Phase. The foregoing time periods shall be extended in the event a moratorium of any type is

imposed or a legal action is instituted which affects the ability or the Grantor or its Designated Transferee to obtain Building Permits and/or Certificates of Occupancy. In such an event the above stated time periods shall be extended for the duration of the moratorium or the legal action.

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

The foregoing percentage interest shall have no relation to the number of votes allocated to each unit owner as a member of (name of association). Each Unit except any owned by the Association, shall be entitled to two (2) votes, all as more specifically set forth in the Association's By-Laws.

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

7. Easements:

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

- (1) To keep, maintain, use, operate, repair and replace the Owner's unit in its original position and in every subsequent

position to which it changes by reason of the gradual forces of nature and the elements;

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

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

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

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

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

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

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

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

during reasonable hours with prior notice except in the event of an emergency; and

(2) A blanket and non-exclusive easement, in, upon, through, over, under and across the Common Elements for the purpose of installation, maintenance, repair and replacement of all sewer, water, power and telephone, cable T.V., pipes, lines, mains, conduits, waters, poles, transformers and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system serving the Condominium Property. The foregoing easement shall expire when the Grantor and/or its Designated Transferee are no longer engaged in the construction, sale or ownership of any units.

(3) A blanket and non-exclusive easement in, upon through, over, under and across the Common Elements for the purposes of and together with the right of removing dirt from the Condominium Property in accordance with applicable governmental regulations.

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

(1) Any utility easements and any other easements, restrictions, rights of way, agreement of record or filed hereinafter by the Grantor and/or its Designated Transferee;

(2) A blanket perpetual and non-exclusive easement to and for the benefit of the Township of Montville, Morris County, New Jersey, the Association, the police, fire and ambulance personnel in the proper performance of their respective duties, in, over, through, upon, under and across the Condominium Property and for the repair, service, replacement, installation, and maintenance of the Condominium Property. As the Association, its agents, contractors, employees and officers, the aforesaid easement, except in the case of emergency or necessary repairs, as relates to ingress to a Unit, shall be subject to advance notice and be exercisable only during normal business hours and with the permission of the Unit Owner or occupant;

(3) A blanket, perpetual and non-exclusive easement, in, upon, over, across and through the Common Elements for the purpose of the installation, maintenance, repair, service and replacement of all gas heat,

sewer, water, power, and telephone pipes, lines, mains, conduits, waters, poles, transformers, and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility systems serving the property, which easement shall be for the benefit of any governmental agency, or utility company or other entity which requires same for the purpose of furnishing one or more of the foregoing services;

(4) The right of the Association to dedicate or transfer, provided that any such dedication or transfer is first subject to the acceptance thereof by such public entity or agency, all or any part of the common elements to any public entity, including any municipal, County, State, Federal, or other public agency, authority or utility, for such purposes and subject to such conditions as may be agreed upon by the unit owners and first mortgage holders, provided that no such dedication, transfer, or determination, as to the purposes of, or as to the conditions of, such dedication or transfer, shall become effective unless such dedication, transfer and determination as to the purpose and

conditions thereof shall be authorized by the vote in person or by proxy of two-thirds (2/3) of all of the votes eligible to be cast by all of the members of the Association and all first mortgage holders, and unless written notice of the proposed resolution, authorizing such action is sent to every Unit Owner and first mortgage holder at least ninety (90) days in advance of the scheduled meeting, at which such action is taken. A true copy of such resolution, together with a certificate of the result of the vote taken thereon, shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Association, and such certificate shall be annexed to any instrument of dedication or transfer affecting the common elements, prior to the recording thereof in the Office of the Morris County Clerk. Such certificate shall be conclusive evidence of authorization by the unit owners.

The foregoing is subject to the right of the Association, without having to obtain the aforesaid authorization, to execute any

easements for the benefit of the Condominium Property.

8. By-Laws Administration Membership:

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

By acceptance of a deed to any unit or by the acceptance of any other legal or equitable interest in the Condominium each and every contract purchaser, Unit Owner or occupant, or holder of any mortgage or legal or equitable interest in said

Condominium does automatically and irrevocably name, constitute, appoint and confirm (a) the Grantor, and its Designated Transferee an attorney-in-fact for the purpose of executing the foregoing instruments and (b) the Association, as an attorney-in-fact for the purpose of executing the instruments referred to in Article 8 of this Master Deed. The Power of Attorney aforesaid is expressly declared to be coupled with an interest in the subject matter and same shall run with the title the to any and all Condominium units and be binding upon successors and assigns of any of the foregoing parties. Further, said Power of Attorney shall not be affected by the death or disability of any principal. The foregoing right shall be subject to the condition that any such agreement, document, amendment or supplement shall not affect the ownership percentage interest in the Common Elements of any Unit Owner(s), or adversely affects the priority or validity of any mortgage encumbering any Unit unless the Unit Owner(s) and the applicable mortgagee(s) consent in writing.

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

Longview at Montville, a Condominium, shall be administered, supervised and managed by Longview at Montville Association, Inc., a non-profit corporation of the State of New Jersey, presently having its principal office at 322 Route 46,

Parsippany, New Jersey, which shall act by and on behalf of the owners of the units in Longview at Montville, a Condominium, in accordance with this instrument, the By-Laws of the Association annexed hereto as Exhibit "E" and in accordance with the Condominium Act of the State of New Jersey, its supplements and amendments . The said By-Laws form an integral part of this plan of ownership herein described and this instrument shall be construed in conjunction with the provisions of said By-Laws. Pursuant to the requirements of the Condominium Act of the State of New Jersey, Longview at Montville Association, Inc. is hereby designated as the form of administration of Longview at Montville, a Condominium, the same being more particularly set forth in the By-Laws of the Association hereunto attached. The said Association shall also be empowered to exercise any of the rights, powers, privileges or duties, which may, from time to time, be established by law or which may be delegated to it by the owners or co-owners of units in Longview at Montville, a Condominium.

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

9. Management and Roadway-Utility Maintenance:

Longview at Montville Association, Inc. is hereby designated as the managing body of the Condominium and its Common Area. The incorporators and/or initial Trustees of the Association shall be appointed by Grantor.

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

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

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

(b) Those premiums relating to bonds and policies of insurance as are required pursuant to the provisions of the Association's "By-Laws" as well as any other kinds and types of insurance which the Association's Board of Trustees may deem prudent and desirable. Such insurance shall include, but not by way of limitation, fire and extended property insurance, public

liability insurance, workmen's compensation, fidelity bonds, and Trustee's liability.

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

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

(e) Painting, maintenance and repair, construction and reconstruction of the General Common Elements and such furnishings, equipment and planting for the General Common Elements as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Elements.

(f) Any other property services, taxes or assessments which the Association is required to secure or pay for, pursuant to the terms of this Master Deed or the By-Laws, or which, in its opinion, shall be necessary or proper for the operation of the Common Elements; provided, however, that if the Association determines that any such property services, taxes or assessments are provided or paid for a single Unit, the cost thereof shall be especially assessed to the Unit Owner of such

Unit; provided further, that nothing herein shall permit the Association to assess the Unit Owners for any new improvements or additions to the Common Elements except as hereinafter provided or as stated in the By-Laws, Exhibit "E".

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

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

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

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

practicable, and any damage caused thereby shall be repaired by the Association at the expense of the maintenance fund.

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

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

As stated herein or in the By-Laws, (Exhibit E), and expressly subject to the provisions of this Article 16 of this Master Deed, the Association may restore and repair damaged Common Elements, may construct new improvements or additions to the Common Elements or demolish existing improvements provided that in the case of any improvement, addition or demolition involving a total expenditure which expenditure is not in the adopted budget, in excess of \$10,000 a two-thirds vote of the Unit Owners in person or by proxy (other than Grantor) in the project as to the

maximum total cost therefor shall first be obtained, and provided that no Unit shall be altered or damaged by any such demolition or construction without the consent of the Unit Owner thereof. The affirmative vote of the Grantor shall be required as to any new capital improvement work as long as the Grantor owns ten (10%) percent or more of the total units. The Association shall levy a special assessment on all Unit Owners in the Property for the cost of such work. The Grantor, while in control of the Association, will not make any additions, alterations, purchases or improvements that will cause a special assessment or a substantial increase in the monthly assessment except in cases of emergency, or unless required by a governmental agency or mortgage lender. Additionally, Grantor will not cast any votes so as to change the use of any units or cause an encroachment upon the Common Elements.

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

10. Restrictions:

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

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

b. There shall be no obstruction of the Common Elements nor shall anything be temporarily or permanently placed upon, stored in or affixed to the Common Elements without the prior written consent of the Board or unless expressly permitted by the Rules or Regulations. However, this restriction shall not be deemed to preclude any residence of a Unit or his guests from utilizing any driveway in front of his Unit for the parking of automobiles or the area immediately to the rear of the Unit for picnicking, barbecuing, lounging, sunbathing in proper attire, or other similar recreational activities, subject to the Rules and Regulations promulgated by the Association and any other restrictions contained in this Master Deed. Nor shall this restriction apply to the Grantor or its designated Transferee while it is engaged in the development of the Condominium property.

c. No vehicles of a size larger than a panel truck and no mobile home, recreation vehicle, boat, boat trailer or the like shall be parked within the Condominium, except (a) that those vehicles temporarily within the Condominium for the purpose

of servicing the Condominium itself or one of the Units or (b) those vehicles involved in the development of the condominium, shall be permitted without written consent of the Board.

d. No portion of the Common Elements or other portion of the Condominium shall be used or maintained for the dumping of rubbish or debris except in designated areas or areas under development. Trash, garbage or other waste shall be kept in sanitary containers within the Condominium for weekly or more frequent collections.

e. No exterior loudspeakers other than as contained in portable radios or television sets shall be permitted, nor shall unshielded floodlights be installed in any exterior area of any Unit or any balcony, patio or terrace appurtenant thereto without the permission of the Board.

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

g. No noxious or offensive activities shall be carried on, in or upon the Common Elements or in any Unit nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other residents in the Condominium. The foregoing prohibition shall not apply to construction activities unless done willfully or negligently.

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

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

j. No "For Sale" sign or equivalent document shall be displayed, erected, placed, installed or otherwise maintained on the Common Elements or in, on, or about a Unit until after December 31, 1996. This restriction shall not apply to the Grantor.

The foregoing restrictions shall not be interpreted in any manner so as to prevent, restrict, interfere or delay Grantor's construction of the condominium development.

11. Obligations and Rights of Grantor:

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

As long as the Grantor is the owner of one unsold unit in the ordinary course of business, neither the Association nor any Unit Owner or mortgagee shall do anything to interfere with

the rights of the Grantor as set forth in the Master Deed and the Association*8 By-Laws or the right of the Grantor to do any construction as to unsold units, development of the Common Elements, or to construct such additional improvements as Grantor deems advisable. Such rights shall also include but not be limited to the right to install and maintain displays, signs, sales information on or about unsold Units and the common elements as well as the right to operate and maintain leasing-sales offices, model units, and offices for its own uses. Each Unit Owner by accepting a deed to a Unit hereby acknowledges that the activities of Grantor may temporarily or permanently constitute an inconvenience or nuisance to the Unit Owners, and each Unit Owner hereby consents to such inconvenience or nuisance.

The rights of Grantor hereunder and elsewhere in the Master Deed and By-Laws may be assigned by Grantor and any successor in interest to any portion of Grantor's interest in any portion of the Condominium by a recorded written assignment. Notwithstanding any other provision of this Master Deed, the prior written approval of Grantor, as developer of the Property, will be required before any amendment to this Article shall be effective.

12. No Partition:

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

the common elements shall not be separated from the unit to which it appertains, and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

13. Compliance by Unit Owners:

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

In the event a Unit Owner or occupant fails to so comply then the Association shall notify the Unit Owner or occupant of the violation, in writing, and in the notice state the violation(s) and require that it be cured immediately and if not susceptible of being immediately cured then within fourteen (14) days or receipt of the notice. If the violation(s) is not cured within the requisite period then the Association shall have the right, but not the duty, to institute the appropriate legal action to force compliance and curing of the violation(s). In the event that the Association institutes legal action then it shall be entitled to recover from the Unit Owner the Association's costs and expenses, including attorney's fee

relative to such proceeding. The cost and expense shall be considered to be a lien affecting that Unit and the Association shall have the right to enforce the payment of such lien as if it were a Common Expense.

14. Amendment:

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

(a) By the Grantor, for a period of the earlier of five years from the date hereof or the last unit title closing in the ordinary course of business, to effectuate any changes as may be required by any lending institution, any governmental agency insuring a mortgage on any unit, by any other governmental agency having regulatory jurisdiction over this condominium or by any title insurance company that may in to a unit as well as an amendment pursuant to Article 6 of this Master Deed. The Grantor shall also have the sole right to amend Exhibit "C" relating to the shape, design and size of any units not yet conveyed by Grantor or its Designated Transferee, to a third party. Additionally the Grantor shall have the right to file amendment(s) pursuant to Article 6 of this Master Deed. Such amendment(s) shall be effective only upon recordation in the Morris County Clerk's Office of an instrument in writing, signed and acknowledged by the Grantor, setting forth the amendment. Such amendment(s) in the above instances, need only be signed by the Grantor, not by the Association, any Unit Owner or any Mortgagee.

(b) The provisions of this Master Deed other than this Article, may be amended by an instrument in writing, signed and acknowledged by the President and Secretary of the Association, certifying that such amendment has been approved by the vote or written consent of at least seventy-five (75%) percent of the record Owners, subject to the rights of institutional holders of first mortgages as provided in Article 28, and such an amendment shall be effective upon its recordation in the Morris County Clerk's Office.

Notwithstanding anything to the contrary stated in this Master Deed, the consent of all Unit Owners shall be required for any amendment effecting a change in (1) the boundaries of any unit not owned by the Grantor or its Designated Transferee; (2) the undivided interest in the common elements appertaining to a sold unit(s) or the liability for common expenses appertaining thereto, except as provided in Article 6; (3) the number of votes in the owners association appertaining to the unit, or (4) the fundamental purposes to which any unit or the common elements are restricted.

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

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

15. Restrictions Against Short Term Leases:

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

16. Insurance Damage or Destruction:

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

Premiums for any such insurance coverage shall be included in the monthly assessment for common expenses and such premium charges shall be held in a separate escrow account of the

Association to be used solely for the payment of said premiums, as same become due.

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

Unit Owners shall carry insurance for their own benefit insuring their carpeting, wall covering, appliances, fixtures, individual unit's heating and air conditioning equipment, furniture, furnishings and other personal property provided that all such policies shall contain waivers of subrogation further provided that the liability of the carriers issuing insurance obtained by the Board of Trustees shall not affected or

diminished by reason of any such additional insurance carried by any Unit Owner.

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

(a) If the Common Elements are damaged to the extent of seventy-five (75%) percent of its then replacement cost, which shall be deemed to constitute substantially total destruction of the Condominium Property and if sixty-seven (67%) percent of both (1) the Unit Owners' and (2) the institutional holders of first mortgage liens (based upon one vote for each mortgage held), vote not to proceed with repair or restoration, the Association shall proceed to realize upon the salvage value of the Condominium Property, either by sale or such other means as the Association may deem advisable and shall collect the proceeds of any insurance. Thereupon the net proceeds of such sale, together with the net proceeds of such insurance shall be considered as one fund to be divided among the Unit Owners in proportion to their respective interests of the Common Elements after first paying out of the share due each Unit Owner, such amounts as may be required to satisfy, to the extent monies are available, unpaid liens on the Unit in the order of priority of such liens.

(b) The Association shall arrange in the case of repair and restoration, for the repair and restoration of the Condominium Property, including damage to the Units (including any equipment which is part of a Common Element system, but not including carpeting, drapes, wall covering, heating and air conditioning units, appliances, equipment fixtures, furniture, furnishings or other personal property owned, supplied or installed by a Unit Owner).

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

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

Restoration and repair of the damage to the interior of any individual Unit shall be made by and at the expense

of the owner of said Unit and in the event of a determination to rebuild partial or total destruction, it shall be completed as promptly as practicable, and in a lawful and workmanlike manner.

(e) Four (4) months from the date of any partial or total destruction, if a Resolution to not rebuild has not been adopted, as herein provided, or if reconstruction has not actually commenced within said period, then the covenant against partition, shall terminate and be of no further force and effect.

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

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

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

17. Blanket Mortgages:

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

18. Common Expenses - Assessments - Late Charges -
Contributions:

Common expenses shall be charged to Unit Owners according to the percentage of their respective undivided interest in the Common Elements as set forth in Exhibit D of this Master Deed and shall be subject to enforcement by the right of lien, all in accordance with the provisions of the Condominium Act, this Master Deed and By-Laws. These Common Expenses shall be paid by each Unit Owner through a monthly assessment, as more particularly set forth in the Association By-Laws.

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

Any assessment or charge of the Association that is not received by the Association from a Unit Owner within ten (10) days of its due date shall obligate the Unit Owner to pay a late

fee as set forth in Article IV, Section 9 of the By-Laws in addition to all other rights and remedies of the Association-

Notwithstanding any other provision herein contained, until such time as the Township of Montville assesses each condominium unit separately, the Association shall pay the New Jersey Real Property Taxes assessed against the condominium property and shall prior to such payment levy a supplemental assessment payable by the Unit Owners, which supplemental assessment shall be allocated and assessed to each Unit in the same percentage as that Unit's share of the Association's common expenses and such action shall not require a vote of the Unit Owners.

Common expenses being those expenses of administration and of maintenance, repair or replacement of the Common Elements and the expense of administering the Association and all of its real and personal property in proportions and amounts as shall from time to time, be fixed by the Trustees of the Association and to any other expense and reserves that may be lawfully agreed upon.

No Unit Owner may exempt himself from contributing toward such expense by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit owned by him.

Additionally, the Association shall establish a Reserve Fund and each Unit Owner by the acceptance of a deed to a Unit, whether it be expressed therein or not, shall be obligated to pay his share of the Common Expenses, monthly assessments, special

assessment and Reserve Fund, all as more specifically set forth in the Association's By-Laws.

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

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

As long as the Grantor or its Designated Transferee is the owner of one or more Units, the Association shall take no action which discriminates against Grantor or its Designated Transferee or impairs in any manner Grantor's or its Designated Transferee's ability to construct, develop, show, ability to own, sell or lease the Unit(s) or use any units as model units.

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

19. Unpaid Assessment Liens Foreclosure Purchase:

All charges and expenses chargeable to any unit shall constitute a lien against said unit in favor of Longview at Montville Association, Inc. which lien shall be prior to all other liens except (1) assessments, liens and charges for taxes

past due and unpaid on the unit, (2) a bona fide mortgage lien, if any, to which the unit is subject, and (3) any other lien recorded prior to recording the claim of lien. Such lien shall be effective from and after the time of recording in the public records of Morris County of a claim of lien stating the description of the unit, the name of the record owner, the amount due and the date when due. Such claim of lien shall include only sums which are due and payable when the claim of lien is recorded and shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by the lien, the party making payment shall be entitled to a recordable satisfaction of lien. All assessments that remain unpaid for over thirty (30) days shall bear interest from the assessment due date at the highest rate permitted by law.

Liens for unpaid assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. The Association shall have the power to bid in the unit at foreclosure sale and to acquire, hold, lease, mortgage and convey. The title acquired by any purchaser following any such foreclosure sale shall be subject to all of the provisions of this instrument, the By-Laws and Rules and Regulations of Longview at Montville Association Inc. and the Condominium Act of the State of New Jersey, and by so acquiring title to the unit, said purchaser covenants and agrees to abide and be bound thereby.

The Association shall file a claim of lien, as aforesaid, if said monthly assessment or other Association charge or assessment remains unpaid for a period of sixty (60) days. Thereafter, if said lien is not paid within ten (10) days from the date of recording same, the Association may foreclose same, as aforesaid. The Association shall have the right as part of the aforesaid foreclosure action to accelerate the remaining monthly assessments in the Association's fiscal year provided that at least three (3) months of unpaid monthly assessments constitute the basis of the foreclosure action. In any such action the Association shall be entitled to recover attorneys fees and costs of suit.

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

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

19. Unit Conveyances - Unpaid Assessments-Title

Certificate:

The Buyer(s) of a Unit shall be jointly and severally liable for all unpaid assessments pertaining to such Unit duly made by the Association or accrued up to the date of such

conveyance, without prejudice to the right of the Buyer to recover from the Seller any amounts paid by the Buyer but the Buyer shall be exclusively liable for those accruing while he is the Unit Owner.

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

A unit may be sold by the sheriff on execution, free of any claim, not a lien of record, for common expenses or other assessments by the Association but any funds derived from such sale remaining after satisfaction of prior liens and charges but before distribution to the previous Unit Owner, shall be applied to payment of such unpaid Common Expenses or other assessments if written notice thereof shall have been given to the sheriff before distribution. Any such unpaid Common Expenses which shall remain uncollectable from the former Unit Owner for a period of more than sixty (60) days after such sheriffs sale may be reassessed by the Association as Common Expenses to be collected from

all Unit Owners including the purchaser who acquired title at the sheriff's sale, his successors and assigns.

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

21. Subordination of the Assessment Lien to Mortgages:

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now, or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale

or transfer of such property, pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer of such property shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

22. Structural Changes:

(a) Review

No addition, change, modification, or alteration of the Unit's exterior, including, but not limited to the exterior finishings, color, enclosure of decks, balconies and patios, or the erection or emplacement of antennae of any nature, shall be made as to any Unit nor shall any building, fence, wall, or structure of any kind be commenced, erected or maintained upon the Condominium property unless done by the Grantor, nor shall any Unit Owner make any structural modifications or alterations of any nature to the exterior of the Unit or anything within the Unit's Limited Common Elements, unless done by the Grantor, until the plans and specifications, showing the nature, kind, shape, height, materials and location in relation of the same shall have been submitted to and approved, in writing, as to harmony of external design and location in relation to surrounding structures by the Board of Trustees of the Association or its designated Committee. In the event said Board or its committee fails to approve such design and location within sixty (60) days after said plans and specifications have been submitted to it, then in that event the request shall be deemed to have been denied and

said Unit Owner shall not do any work. The Board or its designated committee may request of the Unit Owner any additional information necessary to make its decision and impose any requirements to insure the safety, well-being and protection of other Unit Owners and the Association as well as impose any fees to cover its costs of hiring professional to review the plans. Unless the Board or its designated committee grants an approval no work of any kind shall be done.

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

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

(d) Compliance with Local Ordinances and Regulations

Notwithstanding any language to the contrary stated in Sub-section (a) of this Article 22 each Unit Owner shall be bound by and comply with all local ordinances and regulations of the Township of Montville.

23. Exterior Maintenance and Repairs:

(a) Exterior Grounds:

The Association shall be responsible for the general maintenance of the Common Properties, its grounds, all Common Element buildings and facilities, and any building owned by the Association, including the grounds surrounding the Units. The Association shall also be responsible for snow plowing, when there is more than two-inches of snow, of all streets and parking areas. The removal of snow on a Unit's driveway shall be the responsibility of the Unit Owner.

(b) Unit Exterior:

The Association shall be responsible for the exterior maintenance, exterior painting and exterior decoration of all Units and all improvements on or about the exterior of the Unit, i.e. the Unit's Common Elements, including, but not limited to the roof, exterior building surfaces, windows and doors [as to exterior painting only], gutters, downspouts and walks subject to the provisions of Article 23 (c).

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

maintenance, repairs and replacements, as may be determined by the Association.

(d) The Association shall have absolutely no responsibility as to exterior maintenance and repairs to the Commercial Unit and its improvements, same to be done by the owners of the Commercial Unit.

24. Unit Interior Maintenance, Repairs, Decorating and HVAC Replacement:

(a) Each Unit Owner shall furnish and be responsible for at its own expense, all the maintenance, repairs and replacements within its own Unit. This shall include, but not be limited to the Unit's doors and door frames, garage door and frame, windows and window frames. Such maintenance, repairs and replacements as may be required for the functioning of the plumbing lines within a condominium apartment unit's exterior walls, ceiling and floor and for the bringing of water and electricity to the Unit shall be furnished by the Association as part of the Common Expenses. Any system which is an integral part of the Common Elements and not for the benefit of any one Unit shall be repaired by the Association. The Association may provide, by proper resolution of its Board, for ordinary maintenance and minor repairs and replacements to be furnished to the Units by Association personnel and charged as a Common Expense.

(b) To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other

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

(c) The stairwell and landing leading to and from an upper level apartment unit shall be for the exclusive use of the owners of such Units. Any such stairwell and landing shall be kept free and clean of debris, dirt and any other accumulation by the owners of such Units who shall maintain same and also make all repairs thereto caused or permitted by their negligence, misuse or neglect. Only structural repairs to or with respect to such stairwell and landing shall be made by the Association, and the cost thereof shall be a common expense.

(d) The balcony, deck, patio as well as exterior stairs appurtenant to a Unit shall be for the exclusive use of that Unit. Any such balcony, deck, patio or stairs shall be kept free and clean of debris, dirt, snow and any other accumulation by the Unit Owner, who shall maintain same and also make all repairs thereto caused or permitted by their negligence, misuse or neglect. Only structural repairs to or with respect to such

balcony, deck, patio or stairs shall be made by the Association and the cost thereof shall be common expense.

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

(f) The owners of a Unit shall be solely responsible for all maintenance, repair, operation, use and replacement

(including installation) of the mechanical equipment, fixtures, appliances, HVAC equipment and hot water heater that service that particular unit.

25. Unit Access:

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

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

26. Title:

The present title to the property hereby owned by the Grantor, and the title to each unit which shall be hereafter conveyed or acquired in any manner is hereby expressly declared and made subject to the terms and conditions of this instrument and the By-Laws and the acquisition of title by any person to a unit shall be conclusively deemed to mean that that acquirer approves, adopts and ratifies the provisions of this instrument, the By-Laws and Rules and Regulations of Longview at Montville Association, Inc. and will comply therewith. The covenants,

agreements and restrictions shall run with the land and shall be binding upon the Grantor, its successors and assigns and by all persons claiming by, through or under said Grantor, its successors and assigns.

27. Low and Moderate Income Unit Sale & Resale

Restrictions:

Section 1: Applicability:

Grantor as a condition of obtaining the various municipal approvals agreed that certain Units contained within the condominium regime would be restricted to Persons of Low and Moderate Income Levels.

Grantor does hereby declare and specifically submit the Units designated on Exhibit F as those Units within the condominium regime that are expressly subject to the terms, conditions, restrictions and provisions of this Article. Such Units are to be conveyed, occupied, sold or used in accordance with this Article and the other terms, conditions, restrictions and provisions of the Master Deed and the attached By-Laws.

The recordation of a deed to one of the Units designated on Exhibit F shall be considered to be an acceptance and ratification by the Unit Owner(s) of his (her) (their) obligation to comply with the terms, conditions, restrictions and provisions stated in this Article Enforcement. The Grantor, the Montville Housing Committee and the Township of Montville, or their successor or assigns, shall have the right, jointly or

severally, to enforce the terms, conditions, restrictions and provisions of this Article.

In furtherance of said right, the parties may, individually or jointly, adopt such rules, regulations and procedures, including but not limited to, the submission of applications, financial information and the execution of documents, in order to implement the intent and purpose of insuring that the designated Units are made available to Persons of Low and Moderate Income Levels for ownership and occupancy.

Section 2: Duration:

The terms, provisions, restrictions and conditions of this Article shall be for a period commencing upon the recording of this Master Deed and terminating on December 31, 2025. After that date, the terms, provisions, restrictions and conditions of this Article shall be null and void.

Section 3: Unit's Initial Sales Price & Resales Prices:

a. Initial Price: In the case of Low and Moderate Income Units offered for sale, each Unit shall be affordable as same is defined in the definitions article of this Master Deed, to a household earning no more than ninety (90%) percent of the ceiling income for that household, by household size and income category. The initial sales price of a Unit shall be approved by the municipality.

b. Resales Prices:

1. A Unit shall be sold at a price equal to or less than the Maximum Resale Price as determined

pursuant to subsection 2. A Unit may not be sold for more than the Maximum Resale Price except in the event of a Foreclosure by a first mortgagor, as more specifically set forth in Section 6 of this Article.

2. The Maximum Resale Price shall be no greater than (a) the Seller's original sales price; (b) plus an amount equal to the Seller's original sales price multiplied by seventy-five (75%) percent of the percentage increase in the Consumer Price Index for the Metropolitan New York Area between the date of purchase by the Seller and the most current index figure at the time of the resale; plus (c) reimbursement for documented monetary outlays for reasonable improvements; and plus (d) reasonable costs incurred in selling the Unit.

3. In the event that the Consumer Price Index figure is not available due to the non-existence of the Consumer Price Index, then in that event the Township of Montville shall designate a substitute Index for purposes of the above calculations.

4. In order that the Resale Price include reimbursement for "documented monetary outlays for reasonable improvements" the Seller must satisfy the applicable following condition as to each improvement:

a. The cost of the improvement does not exceed \$1500; or

b. If the cost of the improvement exceeds \$1500 such improvement was approved by the Montville Housing Committee or such other entity as may be designated by the Township of Montville governing body (hereinafter collectively referred to as "Committee"). In no event shall the cost of an improvement be divided into separate costs. each separate cost not exceeding \$1500. All the costs relating to an improvement shall be totaled and the resulting sum shall be the cost of the improvement for the purposes of satisfying the above stated conditions.

5. The costs incurred in selling the Unit shall include the Realty Transfer Fee or any other fees and documentary/revenue stamps imposed upon the transfer of real property, attorney's fees to the extent they do not exceed three (3%) percent of the resale price, broker's fee to the extent they do not exceed that percentage which is customary in Morris County for the resale of a low-moderate income condominium unit, points [a fee or charge equal to a percentage of the principal amount of the purchaser's mortgage loan] if such payment is customary and necessary to effectuate the proposed sale: such other costs and fees as may be permitted under the Rules, Regulations and Schedules of the "Committee".

6. The "Committee" may from time to time, pursuant to the Montville Code Chapter 150, Article XXVIII, Section 150-161 et seq., adopt Rules and Regulations and Schedules pertaining to the resale of units and designate the maximum allowable amount as to attorneys fees, brokers fees, points and other costs and fees. In such an event such Rules, Regulations and Schedules shall be controlling over anything to the contrary stated in this Article. The "Committee" may, from time to time, revise, revoke or supplement, in whole or in part, any such Rules, Regulations and Schedules. The "Committee" may disallow inclusion of any costs or fees in the Maximum Resale Price under circumstances set forth in its Rules, Regulations and Schedules.

Notwithstanding the foregoing, nothing shall prevent the Seller from paying prices, fees, points or other costs in excess of the maximum amount allowed under the above provisions or under the above designated Rules, Regulations and Schedules. However, such excess prices, fees, points or other costs shall not included in the Resale Price.

7. The low income Units, upon resale, may be sold only to low income households and the moderate income Units may be sold to low or moderate income purchasers.

8. If no low income household purchaser is found within sixty (60) days after the Seller has listed the Unit for sale with a real estate broker then the Unit may be sold to a moderate income household purchaser. If after one hundred-twenty (120) days from the date that the Seller initially listed the Unit for sale with a real estate broker there is no low or moderate income household purchaser and provided that the Seller has notified the "Committee" by written notice, certified mail, return receipt requested, at least sixty (60) days prior to the expiration of the one hundred twenty (120) day period of the availability of the Unit for resale and the "Committee" has produced no low or moderate income household purchaser for the Unit then the Unit may be sold to any purchaser without the need to satisfy the requirements stated in the "Eligibility" section of this Article but the resale price shall be governed by the terms and conditions and restrictions of this Section 3b. Additionally, the Seller shall comply with subsections [excluding the requirement as to Purchaser's Eligibility] 3, 4, 5 and 6 of the Section entitled "Committee Resale Approval." However, regardless of the sale to a non-low or moderate income household purchaser the resale conditions, terms and restrictions set forth in this Article shall apply to any subsequent resales of the Unit.

Section 4: Purchaser's Eligibility:

In the event that the number of potential purchasers, tenants exceed the numbers of low and moderate income Units available, the sale or of the Units shall be in accordance with the date the application was submitted. Earlier dated applications shall be given preference over later applications.

All applicants for the purchase of low and moderate income Units shall satisfy the income qualifications relative to either "Low Income" or "Moderate Income" as such terms are defined in the Article entitled "Definitions" in this Master Deed.

Any applicant for the purchase of a low or moderate income Unit shall, as a condition of such purchase, submit to the "Committee" in writing and according to the procedures and requirements to be established by the "Committee" an application for certification as a purchaser. The applicant shall also submit such other information and documentation which the "Committee" may consider necessary to determine whether the applicant is a qualified purchaser.

The "Committee" shall review each application to determine whether the applicant is a qualified purchaser. If the "Committee" fails to notify the purchaser that he (she) (they) are qualified purchasers within forty-five (45) days of the "Committee's" receipt of the application then in such an event the purchaser shall be deemed not to be qualified. The issuance by the "Committee" of a written approval shall constitute a

determination that the applicant is qualified as a purchaser. Such approval shall be good for six months from the date of issuance. If within that time the applicant has not obtained fee simple title ownership to the Unit then such approval determination shall be null and void and the applicant shall have to reapply to the "Committee" for a new determination. The aforesaid six month period shall not apply as to applicants who seek to purchase a Unit from the Grantor. As to those applicants the approval determination shall be valid for a period of fourteen months.

Section 5: Committee Resale Approval:

The "Committee" shall have the right to approve or disapprove every resale of a condominium Unit. The right is in addition to the right to determine "Purchasers Eligibility" as provided in the foregoing section. Such approval shall be in accordance with the terms, conditions and restrictions of this Article, the Township of Montville Code Chapter 150, Article XXVIII, Section 150-161 et seq. and the Rules, Regulations and Schedules of the "Committee".

Every Seller of a low or moderate income Unit shall notify the "Committee" of the estimated title closing date at least thirty days in advance of such date. The notification shall include a copy of the executed Contract of Sale and all riders, amendments and supplements thereto. In furtherance of same, the Seller shall submit in writing the calculations and basis that support the Resale Price amount. Additionally, the

Seller shall submit a copy of the "Committee's" approval as to the Purchaser's Eligibility as well as any other documentation that may be required pursuant to the Rules and Regulations of the "Committee".

The "Committee" shall review the documentation to verify that the Resale Price is in accordance with the terms, conditions and restrictions of this Article.

The "Committee" upon satisfactory verification shall issue a certification document executed by the "Committee", in recordable form, attesting to the fact that the Resale complies with the terms, conditions and restrictions of this Article. Such certification document shall be affixed to and recorded together with the deed of conveyance.

It shall constitute absolute proof that there has been full compliance with the terms, conditions and restrictions of this Article and no further inquiry need be made. In the event that a deed to a low or moderate income unit is recorded without the certification document then such conveyance shall be deemed to be null and void.

The "Committee" shall have the right to be notified of the actual date and time of closing for every Resale of a low or moderate income Unit and the right to be present at every such closing. In accordance with the procedures established in this Article, the Owner reselling a Condominium Unit shall have an obligation to notify the "Committee" of the actual date and time of closing within a reasonable period of time before the closing

date as specified in the Rules and Regulations of the "Committee".

The "Committee" shall have the right to copies of all documents of sale of a low or moderate income Unit including, but not limited to, the deed, affidavit of title, affidavit of consideration, mortgages and any closing statement, discharge of mortgage, mortgage assumption agreement, extension of mortgage agreement, and any document issued pursuant to the Federal Real Estate Settlement Procedures Act as such Act provides, or any other document as may be required by any applicable amended or supplemented Federal or State law.

Additionally, within ten (10) days after the closing of a Resale of a low or moderate income Unit, and in accordance with the Rules and Regulations of the "Committee", the new Owner of the low or moderate income Unit shall provide the "Committee" with certified true copies of the documents of sale. The "Committee" shall have the right to review the documents of sale provided by the new Owner for compliance with the Resale Restrictions of this Article. Evidence of non-compliance found in the documents of sale shall constitute grounds for invoking the provisions of Section 9 of this Article regarding Breach.

The terms, conditions and restrictions of this Section entitled, "Committee Resale Approval" shall not apply to any conveyance by the Grantor.

Section 6: Foreclosure - Lien of Committee:

Upon Foreclosure of a low or moderate income Unit the following terms, conditions and restrictions shall control to the exclusion of all other terms, conditions and restrictions set forth in this Article.

- a. Upon Foreclosure the Unit shall be sold by the Sheriff free and clear of all the terms, conditions and restrictions of this Article as relate to that Sheriff's sale except that (a) any subsequent Resale by the purchaser at the Foreclosure sale shall be in accordance with all the terms, conditions and restrictions of this Article provided however if the foreclosing party (i.e. the Plaintiff in the Foreclosure action) is the purchaser at the Sheriffs sale then the eventual sale by such foreclosing party shall also be free and clear of all the terms, conditions and restrictions of this Article as relate to such sale except that the Resale Price shall be no greater than all the costs, expenses and fees incurred in the foreclosure action, ownership of the Unit, sale of the Unit and interest on the unpaid foreclosure amount. The failure of the foreclosing party to abide by the foregoing provisions shall in no way invalidate the conveyance and the title acquired by the purchaser from the

foreclosing party. However, the purchaser from the foreclosing party shall, at the time of such purchaser's Resale, be bound by all the terms, conditions and restrictions of this Article; and

- b. The former owner of the low or moderate income Unit sold under a foreclosure judgment/execution shall not be entitled to any of the foreclosure sale surplus monies in excess of that Unit's maximum Resale Price under Section 3 entitled "Unit's Initial Sales Price and Resale Prices" subsection b.2., less the following amounts: (1) unpaid municipal taxes and assessments with interest; (2) amount due under the foreclosed lien including interest, costs and attorney's fees; (3) amount of any monies due to the Condominium Association; (4) amount due any subsequent lien holder, who was an answering party in the foreclosure action, together with interest, costs and attorney's fees; (5) any other amounts due pursuant to the judgment/order of the Court in the foreclosure action. Any monies remaining from the Foreclosure Sale in excess of the amount due to the former Unit owner after payments of the amount stated in (1) through (5) above shall irrevocably become the property of the Committee and be paid over to it.

Section 7: Special Restrictions:

No low or moderate income Unit shall be used for other than residential purposes.

There shall be no secondary financing of a low or moderate income Unit if the stated principal amount of the first mortgage together with the stated principal amount of the proposed secondary financing will exceed the purchase price stated in the deed under which the Unit Owner acquired the property.

Each low or moderate income Unit shall be the principal place of residence of that Unit Owner.

Section 8: Waiver:

The Committee shall have the right to waive (give up its right to enforce) any of the Restrictions, terms or conditions of this Article. Any such waiver of any Restriction, term or condition of this Article or Rules, Regulations and Schedules of the Committee shall not operate as a waiver of any other Restriction, term or condition of this Article or Rule, Regulation and Schedule of the Committee. Failure by the Committee to enforce any Restriction, term or condition of this Article or Rules and Regulations and Schedules of the Committee shall not operate as a waiver or forfeit by the Committee of its right to enforce such restriction(s), term(s) or condition(s) of this Article or the Rules, Regulations or Schedules of the Committee with respect to that low or moderate Unit Owner or any other low or moderate Unit Owners, except as expressly acknowledged in writing by the Committee.

Section 9: Default Violation:

The Committee shall issue a Notice of Default to a Unit Owner of a low or moderate income Unit for a default or violation of any of the terms, conditions and restrictions of this Article or any of the Rules and Regulations and Schedules of the Committee. The Notice of Default shall be in writing and shall be sent registered mail, return receipt requested. If the Notice is not delivered but is returned then the Notice shall be delivered by personal service provided such service is duly attested. The Notice of Default shall state with reasonable specificity the nature of the default or violation, how it should be cured and the time period in which to cure it. The time period shall be no less than thirty (30) days unless the nature of the default or violation demands a lesser time period.

The time period in which to cure the default or violation shall commence as of the date that the Unit Owner receives the Notice of Default.

In the event that within the stated time period the default or violation is not cured then the Committee shall enforce the "Fines and Penalties" provisions as may be stated in the Rules and Regulations to be adopted by the Committee. Failure of the Committee to adopt such "Fines and Penalties" provisions shall not prevent the Committee from instituting any legal or equitable actions including but not limited to injunctive relief, in order to enforce the terms, conditions and restrictions of this Article and the Rules, Regulations and Schedule of

the Committee. In any such action, the Committee shall be entitled to receive from the Unit Owner its costs of suit, court costs, attorney's fees and any other fees and expenses reasonably incurred as part of such action.

Section 10: Notices.

a. All notices, demands or communications to be sent to any party under this Article shall be sent by certified mail, return receipt requested as follows:

1. If to the Committee:

Montville Housing Committee
Montville Municipal Building
86 River Road
Montville, New Jersey

And, as long as the Grantor is the Owner of any unsold Units in the entire "Longview Estates, a Condominium" development, a copy to:

Longview Estates
c/o Condor Properties
322 Route 46
Parsippany, New Jersey

b. If to any other parties to such person or entity at the post office address of such person or entity.

c. As long as the Grantor is the owner of any unsold Units in the entire "Longview Estates, a Condominium" development, a copy of any such notice, demand or communication sent relative to this

Article by any person or entity shall be also sent to:

George Y. Sadowick, Esq.
Brach, Eichler, Rosenberg, Silver, et al.
101 Eisenhower Parkway
Roseland, New Jersey 07068

Section 11: Amendment:

Notwithstanding the provisions of Article 14 of this Master Deed, only the following provisions shall control as to any amendment to this Article:

- a. Any amendment to this Article shall only have to be executed by (1) the Grantor or as long as it owns any unsold low or moderate income Units and thereafter the Association and (2) the Committee. The consent of any Unit Owner [other than Grantor as provided above], any mortgagee or the Condominium Association shall not be required.
- b. No amendment shall in any way discriminate against the Grantor's unsold low or moderate Units nor affect Grantor's rights or ability to sell or lease the Unit(s) in accordance with this Article nor affect Grantor's use of the Unit(s).
- c. Any amendment shall only become effective upon its recordation in the Morris County Clerk's Office.
- d. Any amendments to the Township of Montville Code Chapter 150, Article XXVIII, Section 150-161 et. seq. and the Rules, Regulations and Schedules of the Committee shall be considered as an amendment to this Article even if there is no amendment filed to this Master Deed.

Section 12: Miscellaneous:

The invalidity or partial invalidity of any provision of this Article shall not affect the validity or enforceability of any other provisions of this Article.

All captions and headings in this Article are for purposes of reference only and shall not affect the interpretation or construction of any provision of this Article.

Interpretation of this Article shall be governed by the laws of the State of New Jersey and the ordinances of the Township of Montville, Morris County, New Jersey. The provisions of this Article shall be construed in accordance with the intent and purpose of such laws and ordinances so as to effectuate the objectives and purposes as set forth in this Article and especially the relevant municipal ordinances and state laws.

28. Protective Provisions for the Benefit of Institutional Holders of First Mortgages

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

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

- (1) Any condemnation loss or any casualty loss which affects a material portion of the

Condominium Property, or the Unit upon which the Institutional Holder has a first mortgage;

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

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

(4) Any proposed action by the Association which would require the consent of a specified percentage of eligible mortgage holders as stated hereinafter in this Article.

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

(c) Any Institutional Holder of a first mortgage on a Unit in the Condominium is, upon request, entitled to: (i) inspect the books and records of the Condominium during normal business hours; (ii) receive an annual audited financial

statement of the Condominium within ninety (90) days following the end of any calendar year of the Association; and (iii) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

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

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

(f) Any management agreement for the Condominium will be terminable by the Association without cause and without penalty, upon sixty (60) days' prior written notice thereof, and the term of any such agreement shall not exceed one year, renewable by agreement of the parties for successive one year periods.

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

(1) Any restoration or repair of the project, after partial condemnation or damage due to an insurable hazard, shall be done substantially in accordance with the Master Deed and the original plans and specifications, unless other

action is approved by at least fifty-one (51%) percent of the Institutional Holders of first mortgages (based upon one vote for each mortgage held).

(2) Any election to terminate the legal status of the Condominium after substantial destruction or substantial condemnation taking shall require the approval of at least fifty-one (51%) percent of the Institutional Holders of first mortgages (based upon one vote for each mortgage held).

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

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

(h) Except as to amendments to the Master Deed or By-Laws or termination of the Condominium made as a result of destruction, damage or condemnation, as provided for in subparagraph (g) of this Article or to a reallocation of interest in the Common Elements which might occur pursuant to any expansion or contraction of the development as stated in the Master Deed and By-Laws, the following shall apply:

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

(2) The consent of Unit Owners having at least sixty-seven (67%) percent of the total number of votes for all Units and the approval of fifty-one (51%) percent of the Institutional Holders of first mortgages (based upon one vote for each mortgage held), as to any material amendment to the Master Deed or By-Laws, which establish, provide for, govern or regulate any of the following: voting, assessments, assessment liens or subordination of such liens; reserves for maintenance, repair and replacement of the Common Elements; Insurance or Fidelity Bonds; rights to use the Common Elements; responsibility for maintenance and repair of the Common Elements; expansion

or contraction of the Condominium Property or the addition, annexation or withdrawal of property to or from the Condominium Property; unit boundaries; interests in the General or Limited Common Elements; convertibility of Units into Common Elements or of Common Elements into Units; leasing of Units; imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey the Unit; any provisions which are for the express benefit of Institutional Holders of first mortgages.

(i) Any Institutional Holder of a first mortgage who receives a written notice pursuant to the provisions of this Article and does not deliver to the Association a negative response within thirty (30) days of the receipt of said notice shall be deemed to have approved the action stated in the notice.

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

remaining Unit Owners including such acquirer, its successors and assigns.

29. Transfer of Grantor's Rights

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

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

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

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

(iii) A transferor who retains no such Special Rights has no liability for any act or omission or any breach of a contractual or warranty obligation arising from the exercise of

any such Special Right by a successor Grantor who is not an affiliate of the transferor.

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

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

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

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

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

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

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

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

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

obligation as a Grantor other than liability for the successor's acts and omissions under the Master Deed.

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

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

30. General Provisions:

Section 1: Duration.

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

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

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

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

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

Section 4: Severability. If any term, condition or provision of this Master Deed is declared illegal or invalid for

any reason by a court of competent jurisdiction, the remaining terms, conditions and provisions of this Master Deed, shall nevertheless remain in full force and effect and such invalidity shall in no way impair title to the condominium units and common elements established hereby.

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

31. Exhibits

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

1. Exhibit A----- Metes and bounds description of the "Entire Tract"
2. Exhibit B----- Map entitled "Survey Map/Site Plan, Township of Montville, Morris County, New Jersey, Longview at Montville, a Condominium" prepared by Canger & Cassera, C.E. & L.S. Parsippany, New Jersey dated July 18, 1988 and revised May 23, 1989.
3. Exhibit C----- Architectural plans prepared by Lawrence E. Salkin, AIA, Solkin Group, Inc. consisting of thirty-nine pages.
4. Exhibit D----- Chart consisting of "Schedule of Unit's Percentage Interest in Common Elements".
5. Exhibit E----- By-Laws of Longview at Montville Association, Inc.

6. Exhibit F----- Designation of the "Low and Moderate Income" Units.

IN WITNESS WHEREOF, the said Grantor has executed this Master Deed on the date above stated.

Witness:

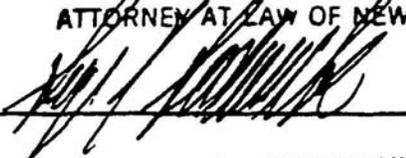
LONGVIEW ESTATES, a general partnership



GEORGE Y. SADOWICK
ATTORNEY AT LAW OF NEW JERSEY

BY: 

ELLIOT LEIBOWITZ, (L.S.)
general partner



GEORGE Y. SADOWICK
ATTORNEY AT LAW OF NEW JERSEY

BY: 

PAULA HERTZBERG, (L.S.)
general partner



GEORGE Y. SADOWICK
ATTORNEY AT LAW OF NEW JERSEY

BY: 

JOEL LEIBOWITZ, (L.S.)
general partner



CANGER & CASSERA

160 Littleton Road, Suite 300
PO Box 5245, Parsippany, NJ 07054-0597
201/299-7970, FAX 201/316-8342

Rev. May 23, 1989
Rev. May 9, 1989
November 23, 1988

LONGVIEW ESTATES

PROJECT NO. B15215A

DESCRIPTION OF LOT 33 BLOCK 52

TOWNSHIP OF MONTVILLE

MORRIS COUNTY, NEW JERSEY

BEGINNING AT A POINT in the northerly sideline of Vreeland Avenue (50 feet wide) where same is intersected by the easterly line of Lot 19 Block 52, as shown on a map entitled "Final Plat, Longview Estates, Township of Montville, Morris County, New Jersey," dated March 10, 1989, prepared by Canger & Cassera, Consulting and Municipal Engineers, to be filed in the Morris Clerk's office, and running; thence,

- 1) N 06°21'42" W 769.65 feet along the easterly line of Lot 19 Block 52 to a point; thence,
- 2) S 83°38'18" W 220.00 feet along the northerly line of Lot 19 Block 52 to a point; thence,
- 3) S 06°21'42" E 6.91 feet along the westerly line of Lot 19 Block 52 to a point in the northerly line of Lot 22 Block 52; thence,
- 4) S 83°38'18" W 220.00 feet along the northerly line of Lot 22 Block 52 to a point in the easterly line of Lot 25 Block 52; thence,
- 5) N 06°21'42" W 1548.78 feet partially along the easterly line of Lot 25 Block 52 and along the easterly line of Lot 27 Block 52 to a point; thence,
- 6) S 38°28'33" W 534.89 feet along the northerly line of Lot 27 to a point; thence,
- 7) N 17°33'47" W 1105.08 feet along the easterly line of Lots 31, 20 and 16 Block 72, situated in the Township of Boonton, Morris County, New Jersey; thence,

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- 8) N 72°26'13" E 347.70 feet along the southerly line of Lots 29 and 30 Block 52 to a point; thence,
- 9) N 20°01'34" W 17.30 feet along the southerly line of Lot 30 Block 52 to a point; thence,
- 10) N 69°58'26" E 54.48 feet along the southerly line of Lots 30 and 31 Block 52 to a point; thence,
- 11) S 20°01'34" E 56.72 feet along the westerly line of Lot 31 Block 52 to a point; thence,
- 12) N 72°26'13" E 109.34 feet along the southerly line of Lot 31 Block 52 to a point; thence,
- 13) N 17°33'47" W 95.42 feet along the easterly line of Lot 31 Block 52 to a point; thence,
- 14) N 72°26'13" E 170.00 feet along the southerly line of Lots 31 and 32 Block 52 to a point; thence,
- 15) N 17°33'47" W 180.00 feet along the easterly line of Lot 32 Block 52 to a point in the southerly sideline of Skyline Drive (50 feet wide); thence,
- 16) N 68°07'38" E 569.01 feet along the southerly sideline of Skyline Drive to a point; thence,
- 17) S 21°52'22" E 519.13 feet along the westerly line of Lot 34 Block 52 to a point; thence,
- 18) N 38°28'33" E 811.82 feet along the southerly line of Lots 34 and 35 Block 52 to a point in the southerly sideline of Skyline Drive; thence,
- 19) N 82°04'14" E 15.76 feet along said sideline to a point; thence,

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- 20) S 06°23'04" E 40.61 feet along the westerly line of Lot 36 Block 52 to a point; thence,
- 21) S 07°35'09" E 283.14 feet along same and along the westerly line of Lot 39.01 Block 52 to a point; thence,
- 22) S 06°06'40" E 329.27 feet along the westerly line of Lots 39.01, 47, 48 and 58.06 Block 52 to a point; thence,
- 23) S 06°55'40" E 343.25 feet along the westerly line of Lots 58.06, 58.07 and 58.08 Block 52 to a point; thence,
- 24) S 07°01'58" E 392.45 feet along the westerly line of Lots 58.08, 58.09 and 58.10 Block 52 to a point; thence,
- 25) S 07°14'20" E 459.47 feet along the westerly line of Lots 63.11, 63.10, 63.09 and 63.08 Block 52 to a point; thence,
- 26) S 06°56'57" E 640.31 feet along the westerly line of Lots 70, 1, 8 and 9 Block 52 to a point; thence,
- 27) S 16°22'30" E 820.26 feet to a point in the proposed northerly sideline of Vreeland Avenue (50 feet wide); thence,
- 28) S 78°16'54" W 84.43 feet along said sideline to a point of curvature; thence,
- 29) Southwesterly along same and along a curve to the left having a radius of 1590.00 feet, an arc length of 652.14 feet and a central angle of 23°30'00" to a point of tangency; thence,
- 30) S 54°46'54" W 148.07 feet along said proposed northerly sideline to a point of curvature; thence,



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- 31) Southwesterly along same and along a curve to the right having a radius of 369.00 feet, an arc length of 209.62 feet and a central angle of $32^{\circ}32'54''$ to a point of tangency; thence,
- 32) S $87^{\circ}19'48''$ W 1.61 feet along same to the POINT OF BEGINNING.

CONTAINING 104.282 ACRES


Robert J. Aikens, P.L.S., P.P.
N.J. Professional Land Surveyor
License No. 14817
Seal

Doc No 1231b/8

BOOK 3137 PAGE 0125

EXHIBIT "B" TO THE MASTER DEED
AND BY-LAWS OF LONGVIEW AT MONTVILLE
IS FILED SEPARATELY IN THE MAP ROOM OF
THE MORRIS COUNTY CLERK'S OFFICE.

LONGVIEW AT MONTVILLE
A CONDOMINIUM

Schedule of Unit's
Percentage Interest
in the Common Elements

<u>Unit Type</u>	<u>Phase I</u>	<u>Phase II</u>	<u>Phase III</u>	<u>Phase IV</u>	<u>Phase V</u>
Apartment					
A	.1314%	.0756%	.2609%	.0454%	.0356%
B	.1704%	.0980%	.0767%	.0589%	.0461%
C	.2120%	.1218%	.0956%	.0732%	.0574%
D	.2596%	.1493%	.1166%	.0891%	.0703%
Townhouse					
A	.5823%	.3350%	.2645%	.2011%	.1576%
B	.6292%	.3619%	.2859%	.2173%	.1703%
C	.7054%	.4058%	.3206%	.2437%	.1910%
D	.8320%	.4786%	.3783%	.2874%	.2252%
E	.8256%	.4750%	.3754%	.2852%	.2235%