

MASTER DEED
OF
KINGSBERRY ACRES A CONDOMINIUM

THIS MASTER DEED, made this 7th day of July, 1983, by Glen Ridge Estates, Inc., A New Jersey Corporation, having its principal office at 1640 Vauxhall Road, Union, Union County, New Jersey, hereinafter referred to as "Sponsor".

WHEREAS, Sponsor intends to construct 272 multi-family dwelling units hereinafter referred to as "Units", together with certain road, driveways and other improvements all as more particularly shown on that certain map entitled "Kingsberry Acres, Frankl Township, New Jersey" prepared by Goodman, Allgair and Scott P.E. L.S.P.P., dated September 10, 1982, attached hereto and made a part hereof as Exhibit "B"; and shown as Exhibit "C"; and

WHEREAS, it is the intention of the Sponsor to establish the form of ownership of the Property as a condominium pursuant to the provisions of R.S. 46:8B-1; and

WHEREAS, the Sponsor has established or is about to establish the Kingsberry Acres Condominium Association, a New Jersey non-profit corporation, for the administration, operation, and management of Kingsberry Acres a Condominium and other improvements intended for the common use and enjoyment of the residents of the Property;

THEREFORE WITNESSETH:

1. ESTABLISHMENT OF CONDOMINIUM - The Sponsor does hereby submit, declare and establish "Kingsberry Acres, A Condominium" in accordance with R.S. 46:8B-1 to 30 for that parcel of land described on Exhibit "A" aforesaid and as more particularly shown on Exhibit "B" aforesaid.

Prepared By:


Jack L. Werbler, Esq.

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2. DEFINITIONS - For the purpose hereof, the following terms shall have the following meanings unless the context in which same is utilized clearly indicates otherwise:

(a) "Condominium" shall mean (i) all the lands described in Exhibit "A" aforesaid; (ii) all improvements now or hereafter constructed in, upon, over or through such lands, whether or not shown on any exhibit hereto; and (iii) all rights, roads waters, privileges and appurtenances thereto belonging or appertaining; and (iv) the entire entity created by the execution and recording of this Master Deed.

(b) "Unit" shall mean a part of the Condominium designated and intended for independent use as a residential dwelling, and shall not be deemed to mean any part of the General Common Elements situated within or appurtenant to a Unit, as more specifically described in paragraph 4 hereof. The word "unit", when used in this Master Deed, shall be deemed to refer to each unit of the 272 condominium units herein described and shown as Exhibit "C", whether or not such unit is constructed at the time of the recording of this Master Deed. Any uncompleted units, when completed, shall be subject to the provisions hereof

(c) "Common Elements" shall have the same meaning as "common elements" pursuant to R.S. 46:8B-3(d), except as same may be modified by the provisions of paragraph 5 hereof.

(d) "Common Expenses" shall, subject to the provisions of paragraph 6 hereof, mean all those expenses anticipated by R.S. 46:8B-3(e), in addition to all expenses incurred by the Association, or their respective directors, officers, agents or employees, in the lawful performance of their respective duties.

(e) "Property" shall mean the Buildings, the land described in Exhibits "A", "B" and "C" and all improvements now or hereafter constructed in, upon, over or through such lands.

(f) "Association" shall mean the Kingsberry Acres Condominium Association, a New Jersey non-profit corporation, formed to administrate, manage and operate the common affairs of the Unit Owners of the Condominium and to maintain, repair and replace the General Common Elements of the Condominium.

(g) "Articles of Incorporation" shall mean the Articles of Incorporation of the Kingsberry Acres Condominium Association.

(h) "By-Laws" shall mean the By-Laws of the Kingsberry Acres Condominium Association, attached hereto as Exhibit "E".

(i) "Building" shall mean any building containing a Unit(s) and/or any other enclosed structure constructed or hereafter constructed upon land described in Exhibit "A" and shown on Exhibit "B" and "C".

(j) "Sponsor" shall refer to Glen Ridge Estates, Inc., a New Jersey corporation, its successors and assigns. Unless the context clearly indicates otherwise, all definitions set forth in R.S. 46:8B-3 are incorporated herein by reference and the definitions set forth above shall be used in conjunction therewith.

(k) "Owner" and "Unit Owner" shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations, or other legal entities, of the fee simple title to any Unit situated within the Condominium but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure; nor shall the term "Owner" refer to any lessee or tenant of an Owner.

(l) "Limited Common Elements" shall mean those common elements which are for the use of one or more specified units to the exclusion of other units.

(m) "General Common Elements" shall mean all appurtenance easements and facilities and other items set forth in N.J.S.A 46:8B-3(d) which are not part of the Units or Limited Common Elements.

3. CONDOMINIUM PROPERTY - The lands and premises owned by Sponsor which are hereby made subject to this Master Deed are those lands designated for condominium development in Sponsor's planned residential development shown on Schedule A, which condominium property is more particularly described and set forth on that map and plan attached hereto and made a part hereof as Schedule B.

4. GENERAL DESCRIPTION OF CONDOMINIUM - The Condominium will contain 17 courts, consist of 272 Units and 544 parking spaces, all as shown on Exhibit "B", and includes all rights, roads and appurtenances thereto belonging or appertaining.

5. DESCRIPTION OF UNITS - The dimensions, area and location of the Buildings and all of the aforesaid Units within the Condomin: are as shown graphically on Exhibit "B" and Exhibit "C" as same may be amended from time to time as herein provided. Each unit is intended to contain all space within the area bounded by the interior surface of the exterior perimeter or party walls of each Unit and the floor and the ceiling of each as follows:

BOTTOM: The bottom of each Unit is an imaginary horizontal plane through the lowest point of the interior surface of the finished basement floor, slab floor and garage floor, and extending in every direction to the point where it closes with the side of such Unit.

TOP: The top of each type of Unit is an imaginary plane along and coincident with the unfinished and unexposed surface of the gypsum board, which forms the ceiling of the uppermost story in the Unit to where it closes at every side of such Unit.

SIDES: The sides of each Unit are imaginary vertical planes along the coincident with the innermost surface of the studding of

the perimeter walls, or where no wall exists, an imaginary vertical plane along and coincident with the exterior surface of the windows or doors located on the perimeter of such Unit, and each side extends upwards and downwards so as to close the area in each said Unit bounded by the bottom and top of the Unit.

Each Unit, regardless of type, also includes all built-in appliances, fixtures, doors, windows, balcony or patio, interior walls and partition, gypsum board and/or other facing material on the walls and ceilings thereof, chimneys and flues, the inner decorated and/or finished surfaces of the floors (including all flooring tile, ceramic tile, finished flooring, carpeting and padding) and all other improvements located within such Unit described, or which are exclusively appurtenant to such Units, although all or part thereof may not be located within the Unit, and shall include, but not be limited to, the following individual appurtenances:

- (a) Complete heating system and any air conditioning system (including compressors);
- (b) Hot water heater;
- (c) So much of the plumbing system as extends from the walls and floors into the interior air space;
- (d) All electrical wires which extend from the ceilings, walls or floors into the interior air space and all fixtures, switches, outlets and circuit breakers;
- (e) All utility meters not owned by the public utility agency supplying service; and
- (f) All cable television wiring.

Interior partitions or nonbearing walls within the confines of each Unit may, from time to time, be removed or replaced subject to the prior written approval of the Board of Trustees of the Association. In the event a Unit Owner does remove or replace any or all

such interior partitions or walls, no amendment of the Master Deed will be necessary or required. No Unit may be partitioned or subdivided without the prior written approval of the holder of any first mortgage loan on such Unit and the Board of Trustees of the Association.

6. DESCRIPTION OF COMMON ELEMENTS - All appurtenances and facilities and other items which are not part of the Units hereinbefore described in paragraph 4 shall comprise the Common Elements as graphically shown on Exhibits "B" and "C" aforesaid. The Common Elements shall also include by way of description but not by way of limitation:

I GENERAL COMMON ELEMENTS:

- (a) All lands shown on Exhibit "B" aforesaid whether improved, or unimproved; and
- (b) All private streets, curbs and sidewalks subject to the easements and provisions set forth in paragraph 7 hereof; and
- (c) The parking spaces as shown on Exhibit "B" shall constitute Common Elements for the exclusive use of the Unit Owners. The Unit Owner's right to use such parking space shall be appurtenant to his Unit and shall terminate upon conveyance of title to such Unit. The Association shall be responsible for the care and maintenance of said parking spaces including snow removal; and
- (d) Lawn areas, shrubbery, conduits, utility lines, underground sprinkler system and waterways, subject to easements and provisions set forth in paragraph 7 hereof; and
- (e) Public connections and meters for gas, electricity, telephone and water not owned by the public utility or other agencies providing such services; and
- (f) The roofs, foundations, columns, girders, beams,

supports, exterior or interior bearing or main walls and floors between Units; and

(g) Exterior lighting and other facilities necessary to the upkeep and safety of the Buildings and grounds; and

(h) Any easement or other right which may now or hereafter be granted for the benefit of the Unit Owner(s) or other for access to or use of the Common Elements not included within the Condominium or for any other purpose; and

(i) All tangible personal property required for the operation, maintenance and administration of the Condominium which may be owned by the Association; and

(j) Master antenna and master antenna wiring; and

(k) All other elements of any improvement necessary or convenient to the existence, management, operation, maintenance and safety of the Condominium or normally in common use; and

(l) The tennis courts and tot lot, subject to the right of the Association to adopt rules and regulations governing their use.

II LIMITED COMMON ELEMENTS:

The deck attached to each Unit is a limited common element reserved for the use of the Unit Owner. Ordinary maintenance of this limited common element shall be provided by the Unit Owner. Repainting and structural maintenance shall be the responsibility of the Association, which may refuse to provide the same in accordance with the duly adopted rules and regulations when wear and tear exceeds reasonable limits. The deck may not be added to, modified or altered without the consent of the Association.

7. ESTATES ACQUIRED: INTEREST IN COMMON ELEMENTS: INTEREST IN COMMON SURPLUS: VOTING: COMMON EXPENSES.

The owner of each 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 thereto an undivided percentage interest in the Common Elements of the Condominium which shall not be divisible from the Unit to which it appertains, as set forth in Exhibit "D" attached hereto and made a part hereof. Said percentage is expressed as a finite number to avoid an interminable series of digits: the fourth digit has been adjusted to that value which is most nearly correct. The percentages shall remain fixed unless and until they are changed by an amendment to this Master Deed.

The aforesaid percentage interest, which is based upon the relative square footage of the respective Units, shall be used to allocate the division of proceeds, if any, resulting from casualty loss, any eminent domain proceedings, any common surplus of the Association, or from any other disposition of the Condominium property.

Said percentage interest of the Unit shall not be utilized for the determination of voting rights of Unit Owners in the Association which shall be based upon one vote for each Unit.

Assessments for Common Expenses and maintenance shall be apportioned equally among all Units within the Condominium.

8. COMMON EXPENSE ASSESSMENTS; LIST OF ASSESSMENTS; NOTICE OF ASSESSMENTS; CERTIFICATE AS TO PAYMENT; LIEN FOR ASSESSMENTS.

It shall be an affirmative and perpetual obligation of the Association and its Board of Trustees to fix Common Expense assessments in an amount at least sufficient to maintain the exterior of the aforesaid Buildings and to maintain and operate the other Common Elements. Such duties and responsibilities are hereby irrevocably delegated to the Board of Trustees of Kingsberry Acres Condominium Association together with all other rights, powers or duties of the Association or its Board of Trustees set forth in this Master Deed, the Articles of Incorporation, or By Laws of the Association, or as otherwise provided by law. The amount of monies for Common Expenses of the Association deemed necessary by the Trustees and the manner of expenditure thereof shall be a matter for the sole discretion of the Board.

Annual Assessments shall be made for the period extending from the

first day of the month in which the first conveyance of a Unit take place through the next twelve months, and shall be payable in monthly installments due on the first day of each month. A late charge of \$ may be assessed for any installment received by the Association after the first of each month. The Board shall cause to be prepared, at least thirty (30) days in advance of the due date of each first annual Common Expense installment, a list of the properties and the Common Expenses applicable thereto, in alphabetical order, according to the names of the Unit Owners thereof, which list shall be kept in the office of The Kingsberry Acres Condominium Association and shall be open to inspection, upon request, by any Owner of a Unit. Written notice of the Common Expense assessments shall be sent to every Unit Owner subsequent thereto.

If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior year's assessment, and any installments on such assessment shall be due upon each installment payment date, until changed by an amended assessment.

In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board, provided that nothing herein shall serve to prohibit or prevent the Board from imposing a lump sum assessment in the case of any immediate need or emergency.

In addition to the annual assessments hereinbefore authorized, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement or a described capital improvement upon or to the Common Elements, including the necessary furniture, fixtures, equipment and other personal property related thereto, or for any other lawful purpose, provided that any such special Common Expense assessment shall receive the assent of two-thirds (2/3) of all of the votes eligible to be cast by all of the Unit Owners, at a meeting duly called for this purpose, written notice of which shall be sent to all Unit Owners at least thirty (30) days in advance, and which notice shall set forth the purpose of the meeting, the need and reason for the special assessment,

and the amounts thereof. The due date of any special assessment shall be fixed in the resolution authorizing such special assessment. While Sponsor maintains a majority of the Board of Directors it shall make no additions, alterations, improvements or purchases which would necessitate a special assessment or a substantial increase in the monthly assessment unless required by a governmental agency, title insurance company, mortgage lender or in the event of an emergency.

Every Unit Owner, by acceptance of a deed or other conveyance for a Unit, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association such sums, by way of annual or special Common Expense assessments as are herein or in the By-Laws of the Association more particularly described. Upon the purchase of the Unit, the portion of the then current annual assessment payable by the Purchaser shall be an amount which bears the same relationship to the annual assessment as the remaining number of months in the then current annual assessment period bears to twelve. Such first annual assessment or portion thereof for which a Purchaser is liable shall be immediately due on the closing of title to the Purchaser.

The Association shall, upon the request of any Unit Owner liable for a Common Expense assessment, or of the mortgagee of any Unit, furnish to such Unit Owner or mortgagee, a certificate in writing, signed by an officer of the Association, setting forth whether or not such Common Expense assessment has been paid. Such certificate shall constitute conclusive evidence of the payment of any Common Expense assessments therein stated to have been paid.

No Unit Owner may waive or otherwise avoid liability for Common Expenses by non-use of the Common Elements. Each such assessment shall be a continuing lien upon the Unit against which it was made and shall also be the personal obligation of the Owner of such Unit at the time when the Common Expense assessment fell due, together with such interest thereon and cost of collection thereof (including reasonable attorney's fees). Liens for unpaid Common Expense assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. Suit to recover a money judgement for unpaid Common Expense assessment may be maintained without waiving the lien securing the same.

Any lien for unpaid Common Expense assessment shall be subordinate to any lien for past due and unpaid taxes and the lien of any institutional first mortgage or mortgages now or hereafter placed upon any Unit; provided, however, that such subordination shall apply only to the sale or transfer of any such Unit pursuant to a decree or foreclosure or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve any such Unit from liability for any Common Expense assessments thereafter becoming due, nor from the lien of any such subsequent Common Expense assessment.

No assessment shall be made upon Sponsor on account of capital improvements, nor shall any assessment be made which discriminates against Sponsor.

Each owner, except Sponsor, including successors in title shall be required to pay, in addition to the monthly maintenance charges, a one-time per Unit membership fee to be established by the Association By-laws and to be used by the Association for working capital. This fee shall be paid on each Unit owned, so that if one owner owns five units, he must pay five such one-time membership fees. Other than as an incident to

a lawful transfer of title to a unit, membership in the Association shall be non-transferable and any attempt to transfer shall be null and void.

9. COMMON EXPENSES: RESPONSIBILITIES OF OWNERS: DAMAGE DUE TO NEGLIGENCE, OMISSION OR MISUSE.

The Common Expense assessments levied by the Association shall be used exclusively for promoting the health, safety, pleasure and welfare of the members of the Association, including, but without limitation: the maintenance and repair of the exterior of the aforesaid Buildings, limited to cleaning, painting and sandblasting of the exterior surfaces and finishes; roof repairs; maintenance, repair and replacement of the Common Elements and improvements on the Property; payment of all taxes and insurance premiums; all costs and expenses incidental to the operation and administration of the Association; and, such other items as may from time to time be deemed appropriate by the Association. The Association may also provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by Association personnel or representatives and charged as a Common Expense.

Each Unit Owner shall promptly furnish, perform and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit, provided however: (i) such maintenance, repairs and replacements as may be required for the functioning of the common plumbing, heating and water supply systems within any Buildings in the Condominium shall be furnished by the Association, but any and all expenses incurred thereby shall be the responsibility of the Owners of Units located in that Building; and (ii) the Association, its agents and employees may effect emergency or other necessary repairs which the Unit Owner has failed to perform. Except as hereinbefore provided,

maintenance, repairs and replacements of the plumbing fixtures and systems, heating and air-conditioning systems, windows, doors, skylights, balconies, stairways, electrical systems and receptacles, breaker boxes, kitchen appliances and equipment, and lighting fixtures within any Unit or part of the Common Elements appurtenant thereto shall be the Unit Owner's responsibility at its sole cost and expense, and if any Unit Owner fails to perform such work the Condominium Association may do so on the Unit Owner's behalf and charge the reasonable expenses thereof to the Unit Owner. Maintenance, repair, replacement, cleaning and washing of all wallpaper, paint, paneling, floor covering, draperies, and window shades or curtains within any Unit shall be the Owner's responsibility at its sole cost and expense. The deck to which there is direct access from the interior of a unit shall be for the exclusive use of the owner of such Unit. Any such deck shall be kept free and clear of snow, ice, and any other accumulation by the owner of such Unit who shall also make all repairs thereto caused or permitted by negligence, misuse, or neglect. All other repairs in, to or with respect to such deck shall be made by the Association, and the cost thereof shall be a common expense.

If, due to the negligent act or omission of or misuse by Unit Owner or a member of his family or household pet, or a guest, occupant or visitor of a member (whether authorized or unauthorized by the Unit Owner), damage shall be caused to the Common Elements, or to a Unit(s) owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and be liable for any damages, liability, costs and expense, including attorney's fees, caused by or arising out of such circumstances; and such maintenance, repairs and replacements to the Common Elements or the Unit(s) shall be subject to the By-Laws and the rules and regulations of the Association.

10. EASEMENTS.

Every Unit Owner, his successors and assigns, shall have the following perpetual easements with respect to the property:

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

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

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

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

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

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

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

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

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

(iv) the right of the Association to dedicate or transfer all or any part of the Common Elements, other than the Building to 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, provided that no such dedication, transfer, or determination as to the purposes of or as to the conditions of such dedication or transfer shall become effective unless such dedication, transfer and determination as to purpose and conditions thereof shall be authorized by the vote in person or by proxy of two-thirds (2/3) of all the votes eligible to be cast by all of the Unit Owners of the Association, and unless written notice of the proposed resolution authorizing such action is sent to every Unit Owner at least ninety (90) days in advance of the scheduled meeting, at which such action is taken. A true

copy of such resolution together with a certificate of a result of the vote taken therein shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Elements other than the Buildings, prior to the recording thereof in the Office of the County Clerk. Such certificate shall be conclusive evidence of authorization by membership.

Sponsor, its successors and assigns, shall have the following easements with respect to the Property:

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

(b) A perpetual, blanket and non-exclusive easement in, upon, over, under, across and through the Common Elements for surface water runoff and drainage caused by natural forces and elements, grading, and/or the improvements located upon the Property. No individual Unit Owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems within the Condominium.

The Property shall also be subject to the following easements:

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

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

(c) A blanket and non-exclusive easement in, upon, through, under and across the Common Elements and Units for placement, installation and maintenance of television master antenna and its wiring, if applicable; and

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

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

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

(g) Any utility easements, and other easements and restrictions of record heretofore filed, or hereinafter filed by Sponsor.

(h) The right of any Unit Owner to free and unobstructed access to and exclusive use of that Unit's garage, notwithstanding the entrance to the garage is from the Common Elements.

11. BY-LAWS AND ADMINISTRATION; CHANGES IN DOCUMENTS; POWER OF ATTORNEY.

The Administration of the Common Elements of the Condominium and other common facilities shall be by the Association in accordance with the provisions of the Condominium Act, this Master Deed, the Articles of Incorporation, the By-Laws, and of any other documents, amendments or supplements to the foregoing which may subsequently be required by a bank, mortgage banker or other institutional lender designated by the Sponsor to make mortgage loans on the subject premises, or by any governmental agency having regulatory jurisdiction over the Condominium or any title insurance company selected by Sponsor to insure title to any Unit(s). Sponsor hereby reserves for itself, its successors and assigns for a period of seven (7) years from the date the first Unit is conveyed to an individual purchaser, the right to execute on behalf of all contract purchaser, Unit Owners, mortgagees, other lienholders or parties claiming a legal or equitable interest in the Condominium, any such agreements, documents, amendments or supplements to the above described documents which may be so required; provided, however, that no such agreement, document, amendment or supplement shall affect a material physical modification of a Unit, without the prior written consent of the Unit Owner and his mortgagee or adversely affect the priority or validity of a purchase money lien on a Unit sold hereunder, without the prior written consent of the mortgagee or any institutional holder of a first mortgage.

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, holder of any mortgage or other liens, does automatically and irrevocably name, constitute, appoint and confirm (i) Sponsor, its successors and assigns, as attorney-in-fact for the purpose of executing such amended Master Deed(s) and other instrument(s) necessary to effect the foregoing (provided that such power of attorney may not be used to adversely affect the priority or validity of any lien on or the value of any Unit) and (ii) the Association as attorney-in-fact to acquire title to or lease any Unit whose owner desires to surrender, sell or lease the same, in the name of the association or its

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

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

The developer shall not be permitted to cast any votes held by him for unsold lots, parcels, units or interests for the purpose of amending the Master Deed, By-laws or any other document for the purpose of changing the permitted use of a lot, parcel, unit or interest, or for the purpose of reducing the common elements or facilities.

12. RESTRICTIONS - The Condominium is subject to all covenants, restrictions and easements of record and to the following restrictions:

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

(b) No clothes poles, collapsible or otherwise, or lines shall be installed or maintained. No clothes or other hanging items shall be allowed to hang on the exterior of the building, including but not limited to railings.

(c) No animals, livestock or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements. No dogs, cats, or other household pets are permitted, nor may any visitor bring pets on to the premises.

(d) No trailer, tractor, truck (commercial or unregistered), mobile home, recreation vehicle, boat, boat trailer or the like

shall be stored or housed or parked on the Property, except that this restriction shall not apply to trucks and equipment stored on the Property by the Sponsor, the Association and/or management agent for use in maintaining the Property or any portion thereof. No washing, cleaning or repairing of cars may be done anywhere on the Property.

(e) No portion of the Common Elements or other portion of the Property thereof shall be used or maintained for the dumping of rubbish or debris. Trash, garbage or other waste shall be kept in sanitary containers on the Property for weekly or more frequent collection. No barbecue(s) shall be allowed on Common Area.

(f) No exterior loudspeakers other than as contained in portable radios or television sets shall be permitted. No unshielded floodlights shall be installed in any exterior area of any Unit; except that Sponsor may install exterior floodlights for lighting Common Areas.

(g) No sign of any kind shall be displayed on any living Unit except for signs utilized by the Sponsor for directional, identification, traffic, sales or marketing purposes, without the prior approval of the Association in accordance with Section 12(r) herein.

(h) No external or visible radio, television, or any type of communication aerial or antenna shall be installed or affixed on or about the exterior of any Building constructed or erected on the Property, or elsewhere on such Property. No storage of firewood or any other materials or personalty shall be permitted on balconies or decks on any of the Common Areas, except on the balconies and decks Unit Owners may maintain chairs, tables and barbecues, for recreational use.

(i) No signs of any kind shall be permitted upon the premises except as provided in section (g) above;

(j) In order to provide an orderly procedure in the case of title transfers, and to assist in the maintenance of a current up-to-date roster of Unit Owners, the owner of a Unit shall give the Secretary of the Kingsberry Acres Condominium Association,

timely notice of his intent to list his Unit for sale, and, upon closing of title shall forthwith notify such Secretary of the name and home addresses of the purchasers.

(k) No Unit Owner or occupant shall build, plant or maintain any matter or thing upon, in, over or under the Common Elements without the prior consent of the Association, in accordance with Section 12(r) herein.

(l) No Unit Owner or occupant shall burn, chop or cut anything on, over or above the Common Elements.

(m) Unit Owners shall not have any right or power to otherwise decorate or change the appearance of any portion of the exterior of any Building, without the prior consent of the Association in accordance with Section 12(r) herein; this includes, but is not limited to, storm doors and storm windows.

(n) To the extent that equipment, facilities and fixtures, within any Unit(s) shall be connected to similar equipment, facilities and fixtures, affecting or serving other Unit(s) or the Common Elements, then the use thereof by the individual Unit Owner shall be subject to the By-Laws and the rules and regulations of the Association.

(o) Nothing shall be done or kept in any Unit or in or upon the Common Elements which will increase the rates of insurance of the Building(s) or the contents thereof beyond the rates applicable for Units, without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or in or upon the Common Elements which will result in the cancellation of insurance on any of the Buildings or the contents thereof, or which will be in violation of any law.

(p) No noxious or offensive activities shall be carried on, in or upon the Common Elements or in any such 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.

(q) No immoral, improper, offensive or unlawful use shall be made of any Unit; and all governmental bodies having jurisdiction thereof shall be observed.

(r) Nothing shall be done to any Unit or on or in the Common Elements which will impair the structural integrity of any Building or which will structurally change a Building. No Unit Owner (other than the Sponsor) may make any structural additions, alterations, or improvements in or to his Unit or in or to the Common Elements, without the prior written approval of the Association or impair any easement without the prior written consent of the Association. The Board of Trustees of the Association shall have the obligation to answer any written request received by it from a Unit owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit within forty-five (45) days after receipt of such request, and failure to do so within the stipulated time shall constitute a consent to the proposed structural addition, alteration or improvement. Any application to any municipal authority for a permit to make an addition, alteration or improvement in or to any Unit must be approved by the Association and, if approved, shall be executed by the Board of Trustees of the Association and may then be submitted by the Unit Owner. Such approval, however, shall not incur any liability on the part of the Association to any contractor, subcontractor, or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The Unit Owner shall furnish the Association with a copy of any such permit which he has procured. The provisions of this subparagraph (r) shall not apply to Units owned by the Sponsor until such Units have been initially sold and conveyed by the Sponsor.

(s) Draperies, blinds, curtains or other window coverings must be installed by each Unit Owner on all windows of his Unit and must be maintained in said windows at all times. All floor areas in a Unit must be covered by padding, carpeting, area rugs, tile or linoleum of a size and quality reasonably acceptable to the Association. These provisions shall not apply to the Sponsor.

(t) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably intended and suited and which are incident to the use and occupancy of the Units.

(u) No Unit shall be rented by the Owners thereof (except a lender in possession of such Unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure) or otherwise utilized for transient or hotel purposes, which shall be defined as "(i) rental for any period less than ninety (90) days; or (ii) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverages, maid service, furnishing laundry and linen, and bellboy service", provided however, that any Unit Owner including Sponsor may rent a Unit for a period of less than ninety (90) days to a contract purchaser. No Unit Owner may lease less than an entire Unit. Other than the foregoing obligations, the Unit Owners shall have the right to lease same provided that said lease is in writing and made subject to all provisions of this Master Deed, the By-Laws of the Association and other documents referred to herein, including the right of amendment reserved to Sponsor herein, and provided further that any failure of the lessee to fully comply with the terms and conditions of such documents shall constitute a default under the lease.

In the event a tenant of a Unit defaults under his lease by failure to comply with the provisions of this Master Deed, By-

Laws or rules and regulations of the Association, then, in addition to all other remedies which it may have, the Association shall notify the Unit Owner of such default(s) and demand that the same be cured through the Unit Owner's efforts within thirty (30) days after such notice. If such default(s) is not cured within said thirty (30) day period, then the Unit Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against his tenant on account of such default(s). Such action shall not be compromised or settled without the prior written consent of the Association. In the event the Unit Owner fails to fulfill the foregoing obligation, then the Association shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Unit Owner and at the Unit Owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Association in the same manner as the Association is entitled to enforce collection of Common Expenses. By acceptance of a deed to any Unit, each and every Unit Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Association as his attorney-in-fact for the purposes described in this subparagraph (u).

(v) Each Unit Owner shall have the right to mortgage or encumber his Unit, provided that such mortgage or encumbrance is made to a bank, mortgage banker, trust company, insurance company, savings and loan association, pension fund or other institutional lender or is a purchase money mortgage made to the Sponsor or to the immediate predecessor in title to a Unit.

(w) All property taxed, special assessments and other charges imposed by any taxing authority are to be separately assessed against and collected on each Unit as a single parcel, as pro-

vided in the New Jersey Condominium Act. In the event, that for any year such taxes are not separately taxed to each Unit, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his proportionate undivided percentage interest in the Common Elements.

(x) Each Unit Owner shall pay for his own telephone, and other utilities, if any, which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

13. OBLIGATIONS OF SPONSOR - Until the conveyance of title to the first Unit, the Sponsor shall be solely responsible for all Common Expenses. Following the first conveyance, the Owners of Units to whom title shall have been conveyed shall be responsible for their proportionate share of all Common Expenses. Until the issuance of a Certificate of Occupancy by Franklin Township for the final Unit within the Property, such share shall be provisional and equal to 1/272 of all Common Expenses, and the Sponsor shall be responsible for payment of any deficit in the Common Expense budget(s).

Thereafter, in the event the number of Units ultimately established upon the Property is more or less than 272, the ultimate share of each Unit Owner of all Common Expenses contemplated by the provision set forth above shall be equal to that fraction, the numerator of which is one and the denominator of which is the number of Units ultimately established within the Property.

Notwithstanding the foregoing, the Sponsor covenants and agrees for itself, its successors and assigns that for so long as it owns one or more of the Units, and subject to the exceptions expressly indicated, the Sponsor, its successors and assigns shall be governed by the provisions of and entitled to all rights and benefits reserved to Sponsor pursuant to this Master Deed and of all Exhibits attached hereto.

14. NO PARTITION - Subject to the provisions of the Master Deed and Articles of Incorporation and By-Laws of the Association and the Condominium Act, the Common Elements shall remain undivided and no Unit Owner(s) shall bring any action for partition or division thereof. In addition, the undivided percentage interest in the Common Elements shall not be separated from the Unit 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.

15. COMPLIANCE BY OWNERS; MEMBERSHIP IN THE ASSOCIATION -

Each owner or occupant of a Unit shall comply with, and shall assume ownership or occupancy subject to laws, rules and regulations of governmental authorities having jurisdiction over the Condominium, the provisions of this Master Deed, the Articles of Incorporation, By-Laws and rules and regulations of the Association and any other documents, amendments or supplements to the foregoing as described in paragraph 10 hereof. Failure to comply with any such provisions, rules and regulations shall be grounds for injunctive relief by the Sponsor, the Association, and any Unit Owner, and for penalties and other available remedies at law or in equity.

Upon acceptance of a Deed to a Unit each Unit Owner shall automatically become a member of the Association and shall be a member for so long as he shall hold legal title to his Unit subject to all provisions of this Master Deed, the Condominium Act, the Articles of Incorporation of the Association, and the By-

Laws and rules and regulations which may not now or hereafter be established for or by the Association.

16. DAMAGE, DESTRUCTION OR CONDEMNATION - If any Building, improvement or Common Element or any part thereof is damaged or destroyed by fire, casualty or eminent domain, the repair, restoration or ultimate disposition of any funds or proceeds thereby created shall be in accordance with R.S. 46:8B-24 and 25, respectively. In the event the Association determines not to repair or restore the damaged property in accordance with R.S. 46:8B-24, any insurance proceeds payable to a Unit Owner as a result of damage or destruction to his Unit and/or share of the Common Elements are thereby assigned and shall be paid to the institutional holder of a first mortgage lien on said Unit for application to the sums secured by said mortgage with the excess, if any, paid to the Unit Owners.

17. INSURANCE - The Association shall obtain and continue in effect blanket property insurance on the Common Elements in an amount equaling replacement value, and in form satisfactory to any bank, mortgage banker or other institutional lender holding first mortgages on a majority of the Units but without prejudice to the right of the owner of any such Unit to obtain individual Unit insurance at his own cost. In addition, the Association shall obtain and continue such other amounts of liability insurance as may be required by the provisions of the By-Laws. Premiums for all such insurance coverage except for individual Unit coverage shall be a Common Expense to be included in the monthly assessment for Common Expenses.

18. AMENDMENT OF MASTER DEED - This Master Deed may be amended at any time after the date hereof by a vote of at least two-thirds (2/3) of all Unit Owners at any meeting of the Association duly held in accordance with the provisions of the By-Laws

of the Association provided, however, that any such material amendment shall have been approved in writing by each bank, mortgage banker or other institutional lender of a first mortgage lien on any Unit, which approval shall not be unreasonably withheld. No amendment shall be effective until recorded in the Office of the Clerk of Somerset County, New Jersey. This paragraph is by way of supplement to and not in derogation of the powers of amendment reserved to Sponsor pursuant to other paragraphs hereof and in case of any conflict between them, the least restrictive provision shall apply. In the alternative, an amendment may be made by an agreement, signed and acknowledged by all of the Unit Owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the public records of Somerset County, New Jersey. The Unit owners shall make no amendments to the Master Deed detrimental to the Sponsor's ability to sell Units.

19. ENFORCEMENT - Enforcement of this Master Deed shall be by any appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction against any person or persons, firm or corporation violating or attempting to violate or circumvent any covenant, such violation or threatened violation; or to recover damages; and, against any Owner to enforce any lien created by this Master Deed in any covenant herein contained and failure by the Condominium Association or any member to enforce any covenant herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same.

In the event the Condominium is not maintained in reasonable order and condition, the Township of Franklin shall have the right to enter upon and maintain the Condominium in accordance with the provisions of R.S. 40:55D-43(b). The cost of such mainten-

ance by the municipality shall be assessed pro rata against the Owners of each Unit affected thereby and shall become a lien and tax on each such Unit, and shall be enforceable by the Township of Franklin in the manner provided by law with respect to the real estate taxes assessed directly against each such Unit.

Further, the Township of Franklin shall have a continuing lien against each such Unit for its pro rate share of all real es taxes assessed against the Condominium. Such lien shall be ap- portioned equally in the manner provided by law with respect to the real estate taxes assessed directly against each such Unit.

.20. INVALIDITY - The invalidity of any provisions of this Master Deed, the Articles of Incorporation, or By-Laws of the Association shall not be deemed to impair or affect in any man- ner the validity, enforceability or effect the remainder of this Master Deed or said By-Laws and in such event all of the other provisions of this Master Deed and said By-Laws shall continue in full force as if such invalid provision had never been in- cluded therein.

21. WAIVER - No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of viola- tions or breaches which may occur.

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

23. RULE AGAINST PERPETUITIES - If any provision of this Master Deed, or the By-Laws attached hereto, shall be interpreted to constitute a violation of the rule against perpetuities, then such provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of Robert

F. Kennedy, Deceased, former Senator of the State of New York, plus twenty-one (21) years thereafter.

24. RATIFICATION, CONFIRMATION AND APPROVAL OF AGREEMENTS

The fact that some or all of the officers, trustees, members or employees of the Association and the Sponsor may be identical, and the fact that the Sponsor or its nominees, have heretofore or may hereafter enter into agreements with the Association or with the terms and conditions thereof. The purchase of a Unit, and the acceptance of the Deed therefor by any party, shall constitute the ratification, confirmation and approval by such purchaser, his heirs, legal representatives, successors and assigns of the propriety and legality of said agreements or said agreement, or any other agreements authorized and permitted by the New Jersey Condominium Act, this Master Deed, the Articles of Incorporation or the By-Laws of the Association.

25. RIGHTS RESERVED TO SPONSOR - Anything to the contrary

herein or in the Articles of Incorporation or By-Laws of the Association notwithstanding, Sponsor hereby reserves for itself, its successors and assigns, for so long as it owns one or more Units in the Condominium, the right to sell, lease, mortgage or sub-lease any unsold Units within the Condominium.

26. PROTECTIVE PROVISIONS FOR THE BENEFIT OF INSTITUTIONAL

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

- (a) The prior written approval of each institutional holder of a first mortgage (hereinafter called "first mortgage lien on any Unit in the Condominium is required for the

following:

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

(ii) Any material amendment to the Master Deed or to the By-Laws or Articles of Incorporation, including, but not limited to, any amendment which would change the percentage interest of the Unit Owners in the Condominium, except for such amendments as may be permitted pursuant to paragraph 11 of this Master Deed;

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

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

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

(d) By virtue of the provisions of this Master Deed and the By-Laws and Articles of Incorporation of the Association, any institutional holder of a first mortgage on a Unit in the Condominium is, upon, request, entitled to: (i) inspect the books and records of the Condominium during normal business hours; and (ii) receive an annual audited financial statement of the Condominium within ninety (90) days following the end of any fiscal year of the Association; and (iii) written notice of all meetings of the Association and be permitted to designate a representative

to attend all such meetings.

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

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

(g) If an institutional holder of first mortgage lien on the Unit obtains title to a Unit as a result of foreclosure of the first mortgage, then such acquirer of title, his successors and assigns, is not liable for the share of Common Expenses 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 the Common Expenses collectible from all of the remaining Unit Owners including such acquirer, his successors and assigns.

(h) Any management agreement for the Condominium will be terminable by the Association for cause upon thirty (30) 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.

28. DURATION - The covenants and restrictions set forth in Section 11 of this Master Deed shall run with and bind all of the land included in the Condominium and shall inure to the benefits of and be enforceable by the Condominium Association and the owners of any land subject to this Master Deed, their respective successors, assigns, heirs, executors, administrators, and personal representatives, for a period of forty years from the date this Master Deed is recorded in the office of the Somerset County Clerk, at the end of which period such covenants and restrictions shall automatically be extended for successive periods of ten (10) years each, unless at least 2/3 of the Owners at the time of the expiration of the initial period, or of any extension period, shall sign an instrument, or instruments, in which they shall agree to change said covenants and restrictions in whole or in part; but no such agreement shall become binding unless written notice containing the terms of the proposed agreement is sent to every owner at least ninety (90) days in advance of the action taken in authorizing said agreement; and, in any event, any changes concerning any such agreement shall not become effective and binding until three (3) years after the recording of the aforesaid fully executed instrument or instruments containing such agreement, and provided further, that in no event may the Common Elements be conveyed to any third person, firm or corporation, without the express consent, by ordinance, of the governing body of the Township of Franklin (or such municipal corporation as may then have zoning and subdivision control jurisdiction over the Properties.)

29. DIRECTORS FIDUCIARY RESPONSIBILITIES - Nothing contained herein to the contrary shall serve to exculpate members of the Board of Directors appointed by the sponsor from their fiduciary responsibilities.

30. VACANCIES - When a member of the Board of Trustees who has been elected by Unit owners other than Sponsor is removed or

resigns, that vacancy shall be filled by a Unit owner other than Sponsor.

31. EXHIBITS - Attached hereto and made a part hereof are the following Exhibits:

- Exhibit "A" - Metes and Bounds description of the Property.
- Exhibit "B" - Final site plan of the Property.
- Exhibit "C" - Drawings of Units and Buildings.
- Exhibit "D" - Schedule of percentage of interest in Common Elements.
- Exhibit "E" - By-Laws of the Kingsberry Acres Condominium Association.
- Exhibit "F" - Certificate of Incorporation of the Kingsberry Acres Condominium Association.

IN WITNESS WHEREOF, the Sponsor has caused this instrument to be executed the day and year first above written, by its President and Secretary, and the corporate seal affixed pursuant to resolution duly and unanimously adopted by its Board of Directors.

Glen Ridge Estates, Inc.

By: 

Michael Roth,

President



Attest:


Margaret Wilf

Secretary

**GOODMAN, ALLGAIR & SCOTT**

A Partnership

Professional Engineers • Land Surveyors • Planners • Municipal Consultants

WOODBIDGE AND HOWELL, NEW JERSEY

133 Harlott Street • P.O. Box 279 • Woodbridge, N.J. 07095 • (201) 638-3889

PLEASE REFER
TO OUR FILE NO. 19850-RF

January 13, 1983

DESCRIPTION OF PROPERTY KNOWN AND DESIGNATED AS LOTS 56.01 AND 57.01, IN BLOCK 85, AS SHOWN ON THE CURRENT FRANKLIN TOWNSHIP TAX MAP.

BEGINNING at the point of intersection of the Northerly line of New Jersey State Highway Route No. 27, 66.0 foot wide Right-of-Way and the common line of Lots 57.01 and 58 in Block 85, as shown on the current Franklin Township Tax Map and RUNNING THENCE:

1. North 43°-00'-00" West, along the common line of Lot 57.01 and Lots 58, 58.02 and 59.01, 2427.64 feet to a point and running thence;
2. North 49°-25'-41" East, along the Southerly line of Lots 57.02 and 56.02, 838.47 feet to a point and running thence;
3. South 43°-05'-40" East, along the Westerly line of Lot 43 in Block 85, 329.66 feet to a point and running thence;
4. North 46°-54'-20" East, along the Southerly line of Lot 43, 14.00 feet to a point and running thence;
5. South 43°-05'-40" East, along the Westerly line of Lots 44, 45, 49 and 53 in Block 85, 2271.58 feet to a point in the Northerly Right-of-Way line of New Jersey State Highway Route No. 27 and running thence;
6. South 60°-33'-17" West, along the Northerly Right-of-Way line of Route No. 27, 14.41 feet to a point and running thence;
7. North 43°-05'-40" West, along the Easterly line of Lots 54 and 55 in Block 85, 781.10 feet to a point and running thence;
8. South 46°-54'-20" West, along the Northerly line of Lot 55, 418.68 feet to a point and running thence;
9. South 43°-05'-40" East, along the Westerly line of Lot 55, 679.31 feet to a point in the Northerly Right-of-Way line of New Jersey State Highway Route No. 27 and running thence;

EXHIBIT "A"

GOODMAN, ALLGAIR & SCOTT

Our File No. 19850-RF
January 13, 1983

10. South 60°-53'-15" West, along the Northerly Right-of-Way Line of Route No. 27, 435.89 feet to a point, said point being the point and place of BEGINNING.

The aforesaid described tract of land contains 42.164 acres of land.

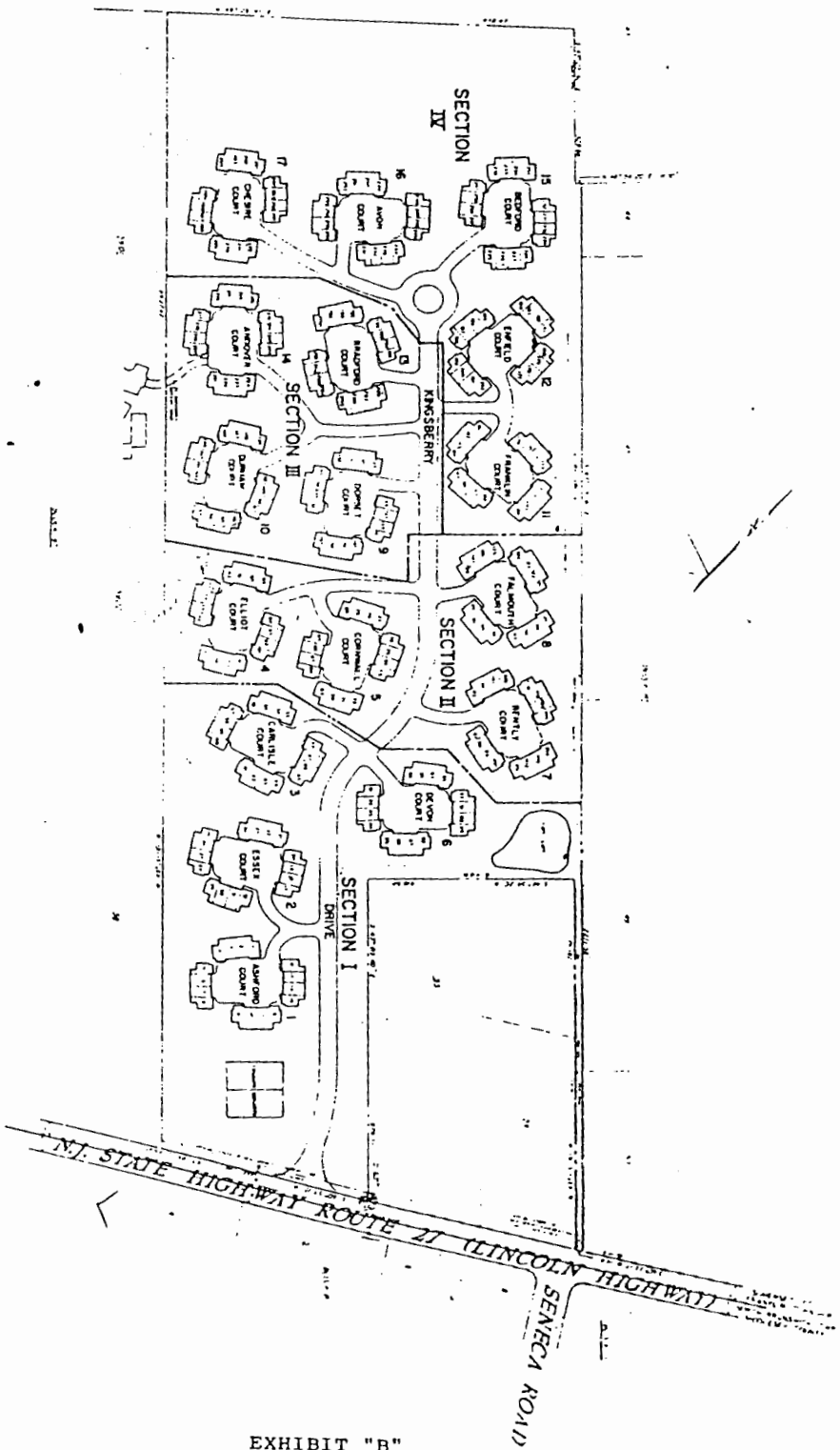
This Survey borders Route 27, which may be subject to special width requirements as contained in the Laws of 1761 or as later reduced or otherwise ammended.

Description Prepared By:

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

This Description is in accord with Sketch of Property Surveyed For Glen Ridge Estates (A.K.A. Kingsberry Acres), Franklin Township, New Jersey Dated February 12, 1980.

"THIS SURVEY IS SUBJECT TO SUCH FACTS AS AN ACCURATE TITLE SEARCH MAY DISCLOSE."

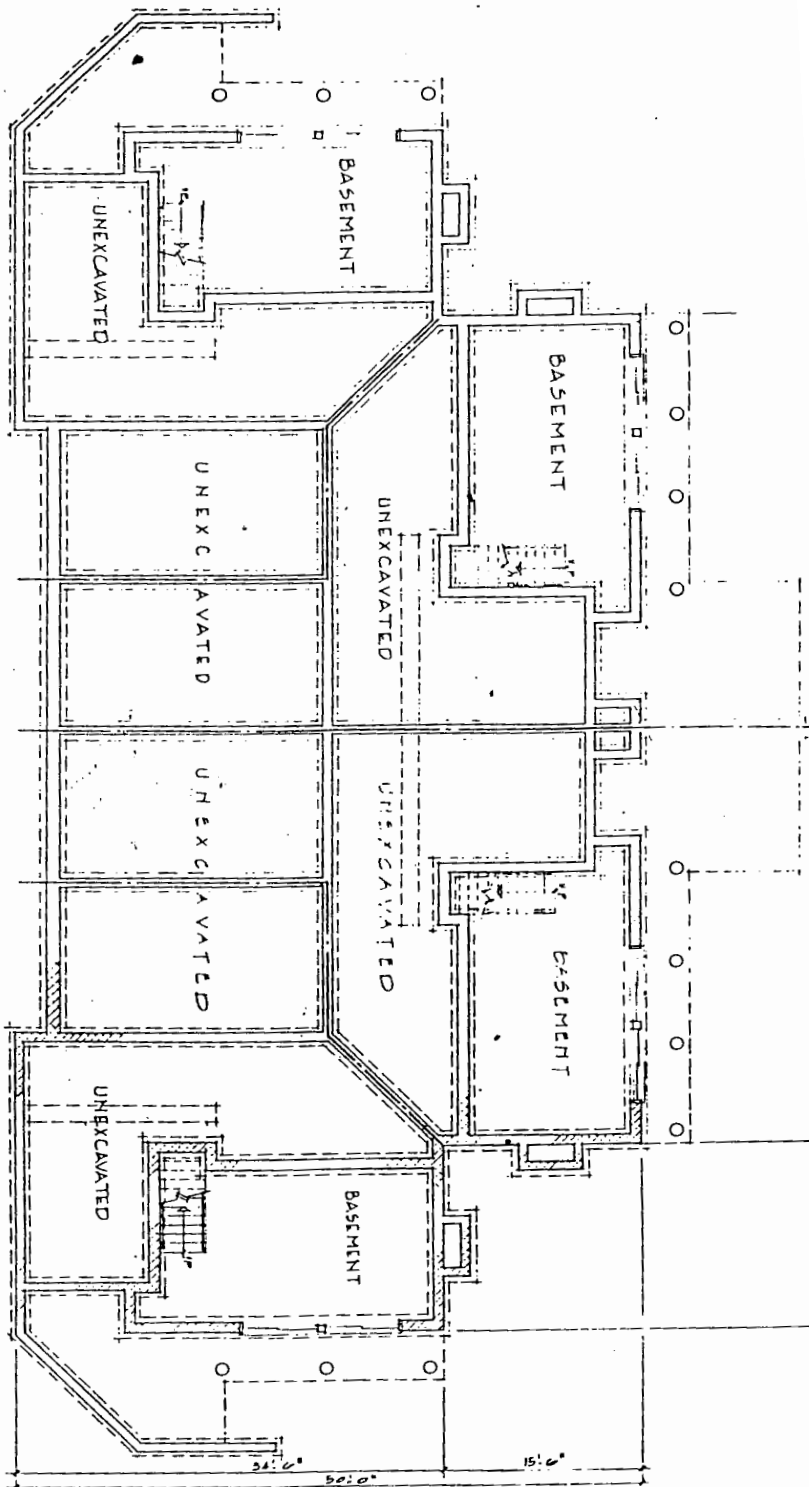


GRAPHIC SCALE
 0 10 20 30 40 50 FEET

KINGSBERRY ACRES

EXHIBIT "B"

FOUNDATION PLAN
SCALE: 1/4" = 1'-0"

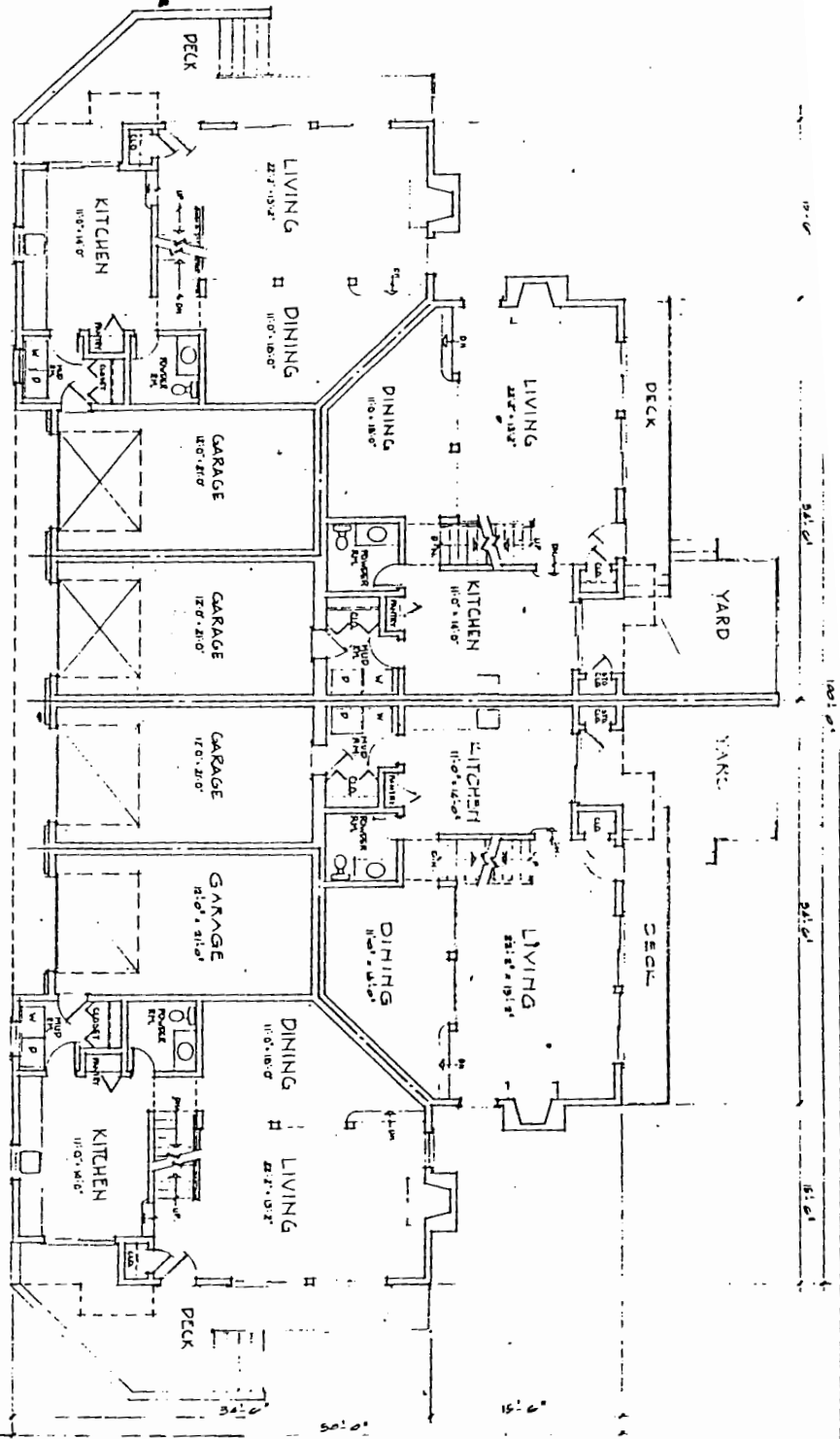


NOTE: ALL DIMENSIONS ARE APPROXIMATE AND MAY HAVE BEEN MODIFIED IN THE FIELD DURING ACTUAL CONSTRUCTION

KINGSBERRY ACRES
FRANKLIN TNSP. N.J.
FOUNDATION PLAN

RAYMOND R WELLS ARCHITECT
PLANNER
698 Bunker Avenue, Suite 101, Bristle, NJ 07648 / 201-261-2255
8107 Long Beach Blvd, Brent Beach, NJ 08008 / 609-494-0418

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

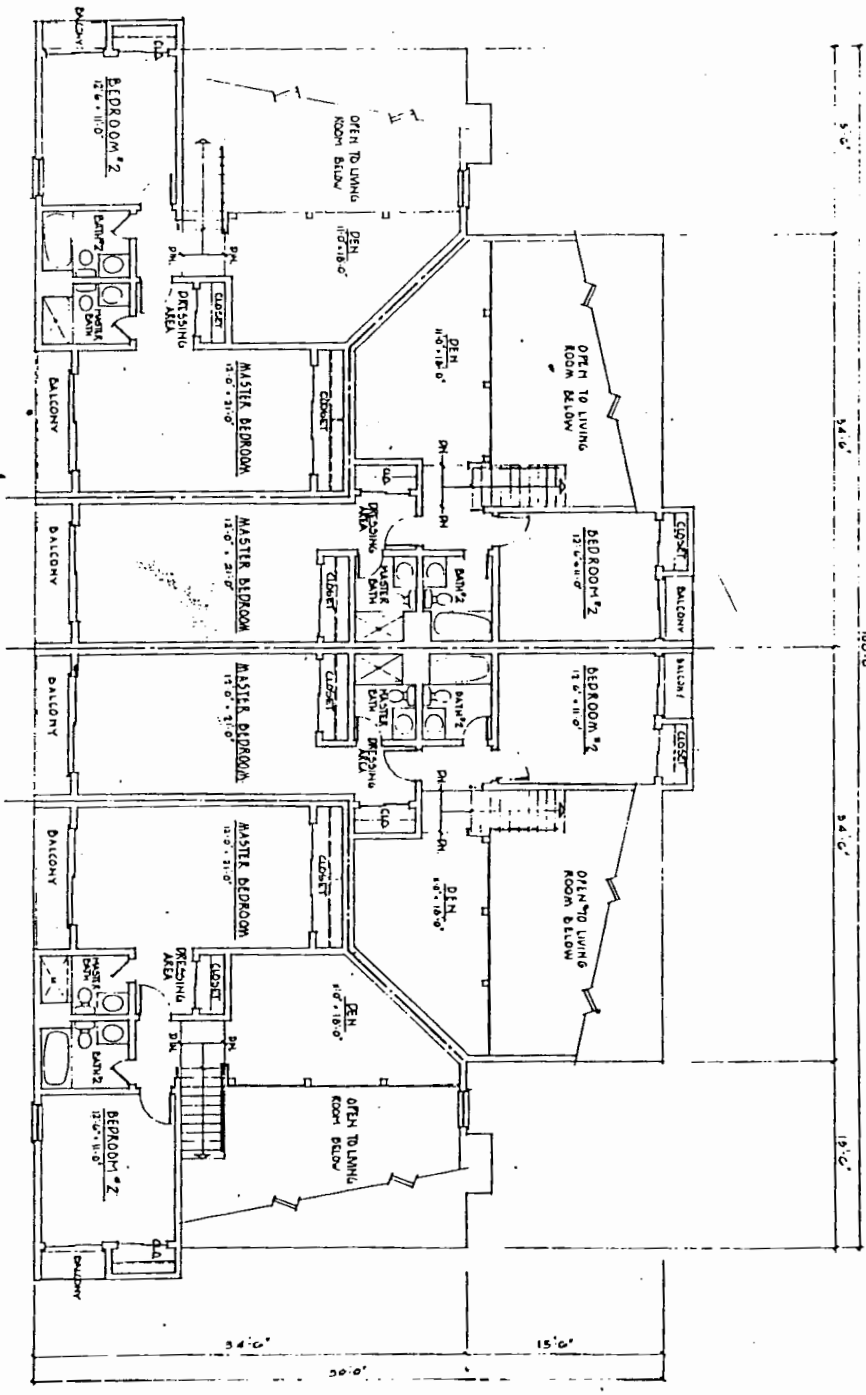


NOTE: ALL DIMENSIONS ARE APPROXIMATE AND MAY HAVE BEEN MODIFIED IN THE FIELD DURING ACTUAL CONSTRUCTION.

1	1/8" = 1'-0"
2	1/4" = 1'-0"
3	1/2" = 1'-0"
4	3/4" = 1'-0"
5	1" = 1'-0"
6	1 1/4" = 1'-0"
7	1 1/2" = 1'-0"
8	1 3/4" = 1'-0"
9	2" = 1'-0"
10	2 1/4" = 1'-0"
11	2 1/2" = 1'-0"
12	2 3/4" = 1'-0"
13	3" = 1'-0"
14	3 1/4" = 1'-0"
15	3 1/2" = 1'-0"
16	3 3/4" = 1'-0"
17	4" = 1'-0"
18	4 1/4" = 1'-0"
19	4 1/2" = 1'-0"
20	4 3/4" = 1'-0"
21	5" = 1'-0"
22	5 1/4" = 1'-0"
23	5 1/2" = 1'-0"
24	5 3/4" = 1'-0"
25	6" = 1'-0"

KINGSBERRY APARTS
FIRST FLOOR PLAN

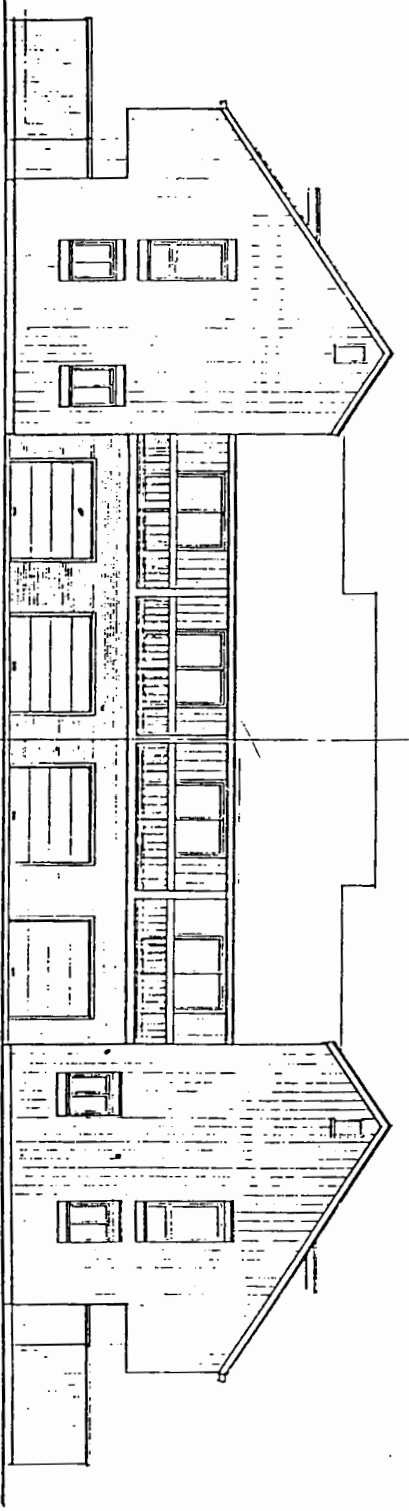
RAYMOND R WELLS ARCHITECT PLANNER
699 kindersmarch rd. aradell nj 07649 / 201-281-2255
8107 long beach Blvd. Brent beach nj 08008 / 609-494-0418



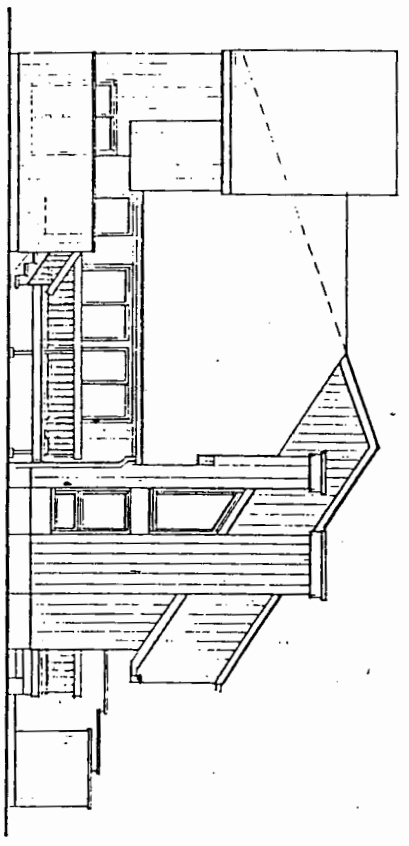
SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"

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

<p>REVISIONS</p> <table border="1"> <tr><td>1</td><td>11/15/11</td><td>1</td><td>11/15/11</td><td>1</td><td>11/15/11</td></tr> <tr><td>2</td><td>11/15/11</td><td>2</td><td>11/15/11</td><td>2</td><td>11/15/11</td></tr> <tr><td>3</td><td>11/15/11</td><td>3</td><td>11/15/11</td><td>3</td><td>11/15/11</td></tr> <tr><td>4</td><td>11/15/11</td><td>4</td><td>11/15/11</td><td>4</td><td>11/15/11</td></tr> <tr><td>5</td><td>11/15/11</td><td>5</td><td>11/15/11</td><td>5</td><td>11/15/11</td></tr> <tr><td>6</td><td>11/15/11</td><td>6</td><td>11/15/11</td><td>6</td><td>11/15/11</td></tr> <tr><td>7</td><td>11/15/11</td><td>7</td><td>11/15/11</td><td>7</td><td>11/15/11</td></tr> <tr><td>8</td><td>11/15/11</td><td>8</td><td>11/15/11</td><td>8</td><td>11/15/11</td></tr> <tr><td>9</td><td>11/15/11</td><td>9</td><td>11/15/11</td><td>9</td><td>11/15/11</td></tr> <tr><td>10</td><td>11/15/11</td><td>10</td><td>11/15/11</td><td>10</td><td>11/15/11</td></tr> </table> <p>Raymond R Wells ARCHITECT PLANNER</p>	1	11/15/11	1	11/15/11	1	11/15/11	2	11/15/11	2	11/15/11	2	11/15/11	3	11/15/11	3	11/15/11	3	11/15/11	4	11/15/11	4	11/15/11	4	11/15/11	5	11/15/11	5	11/15/11	5	11/15/11	6	11/15/11	6	11/15/11	6	11/15/11	7	11/15/11	7	11/15/11	7	11/15/11	8	11/15/11	8	11/15/11	8	11/15/11	9	11/15/11	9	11/15/11	9	11/15/11	10	11/15/11	10	11/15/11	10	11/15/11	<p>KINGSBERRY ACRES FRANKLIN TWP NJ SECOND FLOOR PLAN</p>	<p>RAYMOND R WELLS ARCHITECT PLANNER</p> <p>899 Kinderkamack Rd. Oradell, NJ 07648 201-261-2255 8107 Long Beach Blvd. Brentwood, NJ 08008 609-494-0419</p>
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COURT ELEVATION
SCALE: 1/8"=1'-0"



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

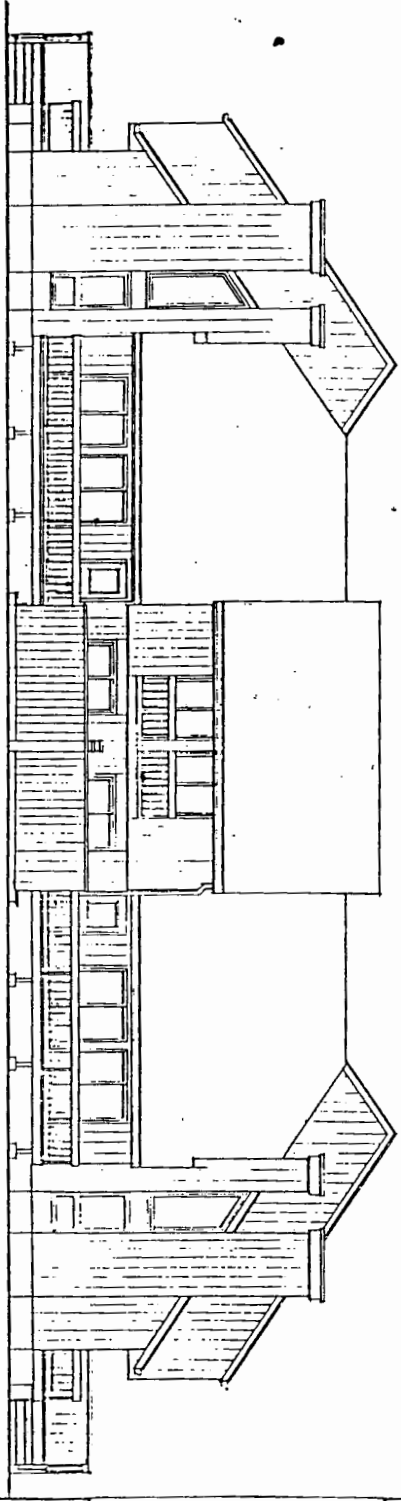
NOTE: ELEVATION CONFIGURATION AND FINISHED GRADE CONDITIONS SHOWN ARE APPROXIMATE AND MAY VARY DUE TO ACTUAL SITE CONDITIONS.

DATE	NO.	DESCRIPTION
11/10/10	1	PRELIMINARY
12/15/10	2	REVISED PER COMMENTS
01/20/11	3	REVISED PER COMMENTS
02/10/11	4	FINAL FOR PERMITS

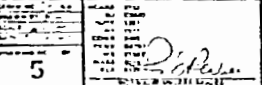
KINGSBERRY ACRES
FRANKLIN TWP. N.J.
1700 COURT A SIDE

RAYMOND R WELLS ARCHITECT PLANNER
699 kinderkamack rd. oradell nj 07649 / 201-261-2255
6107 long beach blvd brant beach nj 08008 / 609-484-0419

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



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



KINGSBERRY ACRES
 FRANKLIN TWP. N.J.
 FRONT ELEVATION

RAYMOND R WELLS ARCHITECT
PLANNER
 699 kindersomack rd oradell nj 07648 / 201-261-2255
 8107 long beach blvd brant beach nj 08008 / 609-494-0418

KINGSBERRY ACRES CONDOMINIUM

<u>Court Number</u>	<u>Unit Number</u>	<u>Percentage of Common Areas</u>
1	1	.3676
1	2	.3676
1	3	.3676
1	4	.3676
1	5	.3676
1	6	.3676
1	7	.3676
1	8	.3676
1	9	.3676
1	10	.3676
1	11	.3676
1	12	.3676
1	13	.3676
1	14	.3976 *
1	15	.3676
1	16	.3676
2	17	.3676
2	18	.3676
2	19	.3676
2	20	.3676
2	21	.3676
2	22	.3676
2	23	.3676
2	24	.3676
2	25	.3676
2	26	.3676
2	27	.3676
2	28	.3676
2	29	.3676
2	30	.3676
2	31	.3676
2	32	.3676
3	33	.3676
3	34	.3676
3	35	.3676
3	36	.3676
3	37	.3676
3	38	.3676
3	39	.3676
3	40	.3676
3	41	.3676
3	42	.3676
3	43	.3676
3	44	.3676
3	45	.3676
3	46	.3676
3	47	.3676
3	48	.3676

EXHIBIT "D"

KINGSBERRY ACRES CONDOMINIUM

<u>Court Number</u>	<u>Unit Number</u>	<u>Percentage of Common Areas</u>
4	49	.3676
4	50	.3676
4	51	.3676
4	52	.3676
4	53	.3676
4	54	.3676
4	55	.3676
4	56	.3676
4	57	.3676
4	58	.3676
4	59	.3676
4	60	.3676
4	61	.3676
4	62	.3676
4	63	.3676
4	64	.3676
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5	66	.3676
5	67	.3676
5	68	.3676
5	69	.3676
5	70	.3676
5	71	.3676
5	72	.3676
5	73	.3676
5	74	.3676
5	75	.3676
5	76	.3676
5	77	.3676
5	78	.3676
5	79	.3676
5	80	.3676
6	81	.3676
6	82	.3676
6	83	.3676
6	84	.3676
6	85	.3676
6	86	.3676
6	87	.3676
6	88	.3676
6	89	.3676
6	90	.3676
6	91	.3676
6	92	.3676
6	93	.3676
6	94	.3676
6	95	.3676
6	96	.3676

KINGSBERRY ACRES CONDOMINIUM

<u>Court Number</u>	<u>Unit Number</u>	<u>Percentage of Common Areas</u>
7	97	.3676
7	98	.3676
7	99	.3676
7	100	.3676
7	101	.3676
7	102	.3676
7	103	.3676
7	104	.3676
7	105	.3676
7	106	.3676
7	107	.3676
7	108	.3676
7	109	.3676
7	110	.3676
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8	117	.3676
8	118	.3676
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8	121	.3676
8	122	.3676
8	123	.3676
8	124	.3676
8	125	.3676
8	126	.3676
8	127	.3676
8	128	.3676
9	129	.3676
9	130	.3676
9	131	.3676
9	132	.3676
9	133	.3676
9	134	.3676
9	135	.3676
9	136	.3676
9	137	.3676
9	138	.3676
9	139	.3676
9	140	.3676
9	141	.3676
9	142	.3676
9	143	.3676
9	144	.3676

KINGSBERRY ACRES CONDOMINIUM

<u>Court Number</u>	<u>Unit Number</u>	<u>Percentage of Common Areas</u>
10	145	.3676
10	146	.3676
10	147	.3676
10	148	.3676
10	149	.3676
10	150	.3676
10	151	.3676
10	152	.3676
10	153	.3676
10	154	.3676
10	155	.3676
10	156	.3676
10	157	.3676
10	158	.3676
10	159	.3676
10	160	.3676
11	161	.3676
11	162	.3676
11	163	.3676
11	164	.3676
11	165	.3676
11	166	.3676
11	167	.3676
11	168	.3676
11	169	.3676
11	170	.3676
11	171	.3676
11	172	.3676
11	173	.3676
11	174	.3676
11	175	.3676
11	176	.3676
12	177	.3676
12	178	.3676
12	179	.3676
12	180	.3676
12	181	.3676
12	182	.3676
12	183	.3676
12	184	.3676
12	185	.3676
12	186	.3676
12	187	.3676
12	188	.3676
12	189	.3676
12	190	.3676
12	191	.3676
12	192	.3676

KINGSBERRY ACRES CONDOMINIUM

<u>Court Number</u>	<u>Unit Number</u>	<u>Percentage of Common Areas</u>
13	193	.3676
13	194	.3676
13	195	.3676
13	196	.3676
13	197	.3676
13	198	.3676
13	199	.3676
13	200	.3676
13	201	.3676
13	202	.3676
13	203	.3676
13	204	.3676
13	205	.3676
13	206	.3676
13	207	.3676
13	208	.3676
14	209	.3676
14	210	.3676
14	211	.3676
14	212	.3676
14	213	.3676
14	214	.3676
14	215	.3676
14	216	.3676
14	217	.3676
14	218	.3676
14	219	.3676
14	220	.3676
14	221	.3676
14	222	.3676
14	223	.3676
14	224	.3676
15	225	.3676
15	226	.3676
15	227	.3676
15	228	.3676
15	229	.3676
15	230	.3676
15	231	.3676
15	232	.3676
15	233	.3676
15	234	.3676
15	235	.3676
15	236	.3676
15	237	.3676
15	238	.3676
15	239	.3676
15	240	.3676

KINGSBERRY ACRES CONDOMINIUM

<u>Court Number</u>	<u>Unit Number</u>	<u>Percentage of Common Areas</u>
16	241	.3676
16	242	.3676
16	243	.3676
16	244	.3676
16	245	.3676
16	246	.3676
16	247	.3676
16	248	.3676
16	249	.3676
16	250	.3676
16	251	.3676
16	252	.3676
16	253	.3676
16	254	.3676
16	255	.3676
16	256	.3676
17	257	.3676
17	258	.3676
17	259	.3676
17	260	.3676
17	261	.3676
17	262	.3676
17	263	.3676
17	264	.3676
17	265	.3676
17	266	.3676
17	267	.3676
17	268	.3676
17	269	.3676
17	270	.3676
17	271	.3676
17	272	.3676

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EXHIBIT "E"

BY LAWS OF THE KINGSBERRY ACRES CONDOMINIUM ASSOCIATION

ARTICLE I

APPLICABILITY, MEMBERSHIP

Section 1. APPLICABILITY. These By Laws shall be applicable to the Kingsberry Acres Condominium Association, a non-profit corporation of the State of New Jersey, its members, and all common elements of the Kingsberry Acres Condominium as established by Master Deed.

Section 2. OWNERS AS MEMBERS. All present and future owners of condominiums on lands in Franklin Township, Somerset County, New Jersey, which are subject to the Kingsberry Acres Master Deed recorded in the County Clerk's Office of the County of Somerset shall be members of The Kingsberry Acres Condominium Association. Acquisition, or occupancy of a condominium unit, shall be conclusively deemed to mean that the said owner, resident or occupant has consented to and ratified these By Laws or any amendments thereto.

Section 3. DEFINITIONS. The definitions set forth in the Kingsberry Acres Master Deed shall be applicable herein.

ARTICLE II

MEMBERSHIP, VOTING RIGHTS AND MEETINGS

Section 1. MEMBERSHIP. Every owner of a condominium unit which is subject to The Kingsberry Acres Condominium Master Deed shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to this Master Deed. Ownership of a unit shall be the sole qualification for membership. Membership in the Association shall lapse and terminate when a member shall cease to be an owner -- however, any delinquent assessments will still be the personal liability of said owner despite termination of membership.

Section 2. VOTING RIGHTS. The owner of each unit shall be entitled to one (1) vote. If there is more than one (1) owner of a unit the vote shall be apportioned proportionately. One co-owner of a unit shall be deemed to be authorized to cast the vote for that unit unless the Association is otherwise expressly advised in writing.

Section 3. PROXIES. Votes may be cast either in person or by proxy. Proxies must be in writing, and notice of same must be given to the Association in writing at least two (2) days prior to any meeting at which said proxy is to be used.

Section 4. QUORUM. There shall be no quorum requirement. The members attending, in person or by proxy, a meeting duly called, shall be authorized to transact business at such meeting, except as otherwise provided herein.

Section 5. MEETINGS. Annual and special meetings of the Association shall be held at such convenient location as the Trustees may select and at such times fixed by the Trustees of the Association. The first annual meeting shall be held on a date to be fixed by the Board of Trustees.

Section 6. NOTICE OF MEETINGS. Written notice of annual meetings shall be given by the Secretary in a method deemed reasonable by the Association. Notice addressed to members at such addresses as may appear on the records of the Association shall be deemed sufficient for all purposes. Such written notice shall set forth the purpose(s) of the meeting, and shall be given not less than fifteen (15) days before the date of such meeting. Waiver of notice may be made by any member, in writing. Presence at the meeting shall be considered waiver of any formal notice to the member. Only matters set forth in such notice shall be considered at such meeting.

Section 7. MEMBERSHIP LIST. The Secretary of the Association shall keep a complete list of members of the Association, together with their last known post office address. It shall be the members' responsibility to inform the Secretary of any changes in address or listing, and of the sale of any Unit. Said list shall be open for inspection to all members. The Secretary shall also keep current the minutes of meetings of the Association, and the resolutions and books of the Association.

Section 8. SPECIAL MEETINGS. The President of the Association, if directed by the Trustees, shall call a special meeting. Notice of a special meeting shall state the purpose(s) thereof and be given no later than five (5) days before said meeting. No other meetings shall be called other than provided herein, except that in the event two-thirds of all members desire to call a special meeting and they indicate their desire to the Trustees, the President shall be required to call said special meeting. Only matters set forth in such notice shall be considered at such meeting.

Section 9. MAJORITY OF VOTES. As used in these By-Laws, majority means that number of votes which exceed 50% of all votes cast.

Section 10. VOTE REQUIRED. Except as otherwise provided herein, or in the Kingsberry Acres Condominium Master Deed, a majority of the votes cast at any meeting shall be determinative of the subject matter of the vote.

Section 11. MEMBERSHIP FEE. Each owner of a unit (other than Sponsor), including successors in title, at or prior to the taking of title, shall pay a prescribed, one-time membership fee of \$100.00 for use by the Association as working capital. This fee shall be paid on each unit owned, so that if one owner owns five (5) units, he must pay five (5) such one-time membership fees. Said fee is separate from, and in addition to, assessments and charges referred to in these By-Law and the Master Deed. Any unpaid

membership fee shall be a lien and enforceable in the same manner as set forth in the Master Deed.

ARTICLE III

BOARD OF TRUSTEES

Section 1. REGULATED BY. The duties, selection of and term of the Board of Trustees shall be regulated by these By Laws and the Master Deed.

Section 2. ELECTION AND VACANCIES. The Board of Trustees shall be chosen by vote of the members of the Association at an annual or special meeting or by the Sponsor during the development period as provided hereinafter. The initial Board of Trustees shall consist of three persons designated by the Sponsor, none of whom need be Unit owners. There shall be a maximum of five (5) members of the Board to be elected in accordance with Section 5 herein. Election of members shall be by the following method:

Each member of the Association present at a meeting called for the purpose of electing Trustees in person or by proxy, shall have one (1) vote for each Trustee to be elected. The candidates receiving the greatest number of cumulative votes shall be deemed elected, depending on how many vacancies are being filled.

When a member of the Board of Trustees who has been elected by Unit owners other than Sponsor is removed or resigns, that vacancy shall be filled by a Unit owner other than Sponsor.

Section 3. TERM OF OFFICE. At the first annual meeting of the Association, after the unit owners have assumed control of the Board of Trustees from Sponsor, two (2) Trustees shall be elected to serve three (3) years, two (2) shall be elected to serve two (2) years, and one (1) Trustee shall be elected to serve one (1) year. Thereafter, Trustees shall be elected for 3 year terms. The terms of each Trustee shall be elected for 3 year terms. The term of each Trustee shall commence at the annual meeting at which he is elected. Pending the first election of Trustees, the Trustees named in the Certificate of Incorporation shall preside.

Section 4. DEVELOPER'S PROTECTIVE PROVISIONS. After control of the Board of Directors has become vested in Trustees elected by Lot Owners other than the Developer, and so long as the Developer owns at least one (1) Lot and holds same for sale in the ordinary course of business, the following shall apply:

- (a) Neither the Association or its Board of Trustees shall take any action that will impair or adversely affect the rights of the Developer nor cause the Developer to suffer any financial, legal, or other detriment, including but not limited to any direct or indirect interference with the sale of Lots, or the assessment of the Developer as a Lot Owner, or otherwise, for capital improvements.
- (b) The Association and its Board of Trustees shall continue the same level of maintenance, operation and services as provided immediately prior to such assumption of control of the Board.
- (c) In furtherance of the foregoing provisions, the Developer shall have the right to veto any and all actions of the Association or its Board of Trustees which the Developer in its sole judgement determines to be detrimental to Developer's interest.
- (d) The Developer shall exercise its veto right, in its sole and absolute discretion, within ten (10) days after its receipt of written notice that a resolution or other action is proposed or has been taken by the Association or its Board of Trustees

In such event, the Developer shall notify the Secretary of the Association of its exercise of its veto right and any such proposal or action shall be null and void and shall be determined to have no further force or effect at any time.

The aforementioned protective provisions shall be construed in accordance with and not in derogation of the provisions of N.J.A.C. 5:26-8.4 of the regulations promulgated pursuant to the New Jersey Planned Real Estate Development Full Disclosure Act, N.J.A.A. 45:22A-21 et seq.

Section 5. CONTROL OF ASSOCIATION BY SPONSOR. Sponsor shall have control of the Association by the election of all Trustees during the period of development subject to the following limitations.

1. Within 60 days after conveyance of title to 25% of the units, the Board shall call an election on at least 20 and not more than 30 days' notice, to unit owners for the purpose of electing one (1) of the Trustees by the unit owners, other than Sponsor.

2. Within 60 days after conveyance of title to 50% of the units, the Board shall call an election on at least 20 and not more than 30 days notice to unit owners for the purpose of electing one (1) additional Trustee by the unit owners, other than Sponsor.

3. Within 60 days after conveyance of title to 75% of the units, the Board shall call an election, on at least 20 and not more than 30 days' notice to unit owners for the purpose of electing the remaining trustees by the unit owners other than Sponsor, except that Sponsor reserves the right to elect one member of the Board of Trustees for so long as there are any units

remaining unsold in the regular course of business, anything to the contrary notwithstanding.

Notwithstanding the foregoing, Sponsor shall have the right to turn over control of the Association to unit owners, other than Sponsor, prior to such time provided the owners agree by majority vote to assume control.

Section 6. REMOVAL OF TRUSTEE. A Trustee may be removed for good cause by a majority of Trustees, or with or without good cause by a two-thirds vote of all Association members.

Section 7. TRUSTEES MEETINGS. Meetings of the Board of Trustees shall be held at least three (3) times per year. Notice of the meetings shall be given to each Trustee personally at least five (5) days before the meeting, except that no separate notice need be given of regularly scheduled meetings. Presence of three (3) Trustees shall be considered a quorum. Waiver of notice may be made by any Trustee, in writing. Presence at the meeting shall be considered waiver of any formal notice to the Trustee. After the unit owners have assumed control of the Association, a reasonable notice of Board meetings shall also be given to unit owners, in a manner as may be determined by the Board.

Section 8. NOMINATING COMMITTEE. A committee may be chosen to be known as the Nominating Committee and whose function shall be to submit a reasonable number of candidates for the vacancies in the Board of Trustees, not to be filled by Sponsor. Said list of candidates shall be submitted to the Board of Trustees at least fifteen (15) days prior to the annual election. Said number of candidates shall not be less than the number of vacancies in the Board of Trustees.

Except as provided in the Certificate of Incorporation, and for Trustees to be elected by Sponsor, all candidates for the Board of Trustees must either be a member of the Association, or an officer, servant, agent or employee of the Sponsor.

Section 9. DUTIES OF TRUSTEES.

I. The affairs of the Association shall be governed by the Board of Trustees, except as otherwise provided in the Kingsberry Acres Master Deed, Certificate of Incorporation, or in other Articles of these By Laws. The Board of Trustees shall perform all duties required of it by the Master Deed and shall have all powers granted by said Master Deed, including the following duties and powers without limitation:

(a) To maintain, care for, repair, reconstruct and protect the common elements, facilities and property of the Condominium, including, but not limited to all detention ponds, whether located wholly on the premises of the condominiums or partially on adjoining premises, but servicing the condominium.

(b) To establish, levy, assess and collect assessments, both annual and special, including reasonable reserves, from the unit owners and to use said monies for the operation and maintenance of the common elements, facilities and property, to pay for all taxes, insurance and charges against said property.

(c) To buy, sell, mortgage, lease, rent, borrow or do any other act which may alter or change the assets of the Association provided, however, that in the event the Association is desirous of substantially altering or changing the capital structure, or property ownership of the Association, then the Association members must consent to said act, by a vote according to the provisions of Article II hereof.

(d) To prepare, prior to each annual meeting, a balance sheet, statement of income, and budget for the Association reflecting the amounts intended to be necessary to meet the cost of operation and maintenance, etc. In the event it is concluded by the Board of Trustees that a special assessment and/or increase in the annual assessment and monthly payments will be necessary, it may make such increase and/or special assessment in accordance with the Master Deed, and it shall notify the members of the Association by written notice of the same, the need and the reason therefor, and the amounts thereof.

(e) To determine personnel requirements, duties and organization and to employ and dismiss all employees, agents, servants of the Association, and to determine the compensation therefor; to obtain Fidelity Bonds for all officers or employees of the Association handling or responsible for Association funds, and to provide fiduciary insurance protection for Association Trustees and officers.

(f) To collect delinquent assessments and to employ the provisions and powers set forth in the Master Deed and the New Jersey Condominium Act, N.J.S.A. 46:8B-1 et seq., to collect, foreclose, execute or levy against member or unit which is delinquent.

(g) To authorize and designate such officer or officers as may be required to execute and deliver any documents, contracts, deeds, mortgages, certificates, bonds, notes or other instruments of title or other documents of whatsoever nature as may be required in furtherance of the affairs of the Association.

(h) To keep detailed books of account and receipts and expenditures and to employ competent legal counsel and accountants as may be reasonable and necessary.

(i) To carry out the purposes of the Association, as embodied in the Certificate of Incorporation, the Master Deed and these By Laws.

(j) To insure against loss from fire, vandalism, or any other cause, on any common elements and facilities; and to maintain public liability insurance insuring the Association and its members against any claims arising from injuries or damages occurring on the common elements and facilities, to obtain office and directors' or trustees' liability insurance, and to provide such additional insurance as may be appropriate.

(k) To pay taxes and assessments levied against the common elements.

(l) To enforce compliance with the Master Deed and to make and enforce compliance with such Rules and Regulations relative to the use and occupancy of the units, the operation and use of the common elements and facilities, and to amend the same from time to time as it deems reasonable and necessary. Such Rules and Regulations shall be binding on all owners, occupants, lessees, members, residents and guests, and which may include, although not be limited to, the suspension of the privileges of members and the right to the enjoyment of the common elements and facilities by the owners, members, guests, residents, occupants and lessees.

II. While the Sponsor maintains a majority of the Board of Trustees, it shall make no additions, alterations, improvements or purchases which would necessitate a special assessment or a substantial increase in the monthly assessment unless required by a government agency, title insurance company, mortgage lender or in the event of an emergency.

ARTICLE IV

OFFICERS

Section 1. OFFICERS. The officers of the Association shall be a President, Vice President, Secretary and Treasurer and other officers as the Board of Trustees may deem to be necessary and appropriate.

Section 2. HOW ELECTED. The officers shall be elected annually by the Board of Trustees at a meeting called for that purpose or at the Board's organizational meeting following its election by the members. A majority vote will be sufficient to elect an officer.

Section 3. PRESIDING OFFICER. The President shall preside at all meetings of the members.

Section 4. SECRETARY. The Secretary shall attend all meetings of the Association and Board of Trustees and shall record all votes and take minutes of the proceedings, and shall draft resolutions and include all proceedings in a Minutes Book and shall perform all other duties incident to the Office of Secretary.

Section 5. TREASURER. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board of Trustees; provided, however, that disbursements made in the ordinary course of business shall not need resolutions.

The treasurer shall keep proper books of account and cause annual audit of the Association's books to be made by a Certified Public Accountant at the completion of each fiscal year. He shall supervise the preparation of an annual budget and an annual balance sheet and shall present same to the membership.

ARTICLE V

COMMITTEES

The Board of Trustees shall have the right to create such committees as it deems appropriate for the performance of any obligation, duty or responsibility hereunder and to choose and remove the members thereof, and unless otherwise provided herein, or in the Master Deed, determine the terms of membership as it deems appropriate. Committee members need not be members of the Board of Trustees, but shall be members of the Association.

ARTICLE VI

FORFEITURE OF VOTING RIGHTS

MEMBER IN DEFAULT. In the event a member is in default of payment of general or special assessments, or is in violation of the Master Deed, By Laws or Association Rules and Regulations, his voting rights may be forfeited by the Board of Trustees until such default or violation is corrected. This forfeiture in no way relieves said member of any obligations and duties as set forth in the other provisions of these By Laws, or the provisions of the Master Deed.

ARTICLE VII

AMENDMENTS

AMENDMENTS TO BY LAWS. These By Laws may be amended at a regular or special meeting of the members, by majority vote, provided that those provisions of these By Laws are governed by the Certificate of Incorporation of this Association may not be amended except as provided in said Certificate of Incorporation or applicable law; and provided further that any matter stated herein to be, or which is in fact, governed by the Master Deed applicable to the Properties may not be amended except as provided in such Master Deed.

ARTICLE VIII

MISCELLANEOUS

Section 1. INDEMNIFICATION OF OFFICERS AND TRUSTEES.

The Association shall indemnify every trustee and officer, his heirs, executors and administrators, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceedings to which he may be made a party by reason of his being or having been a Trustee or Officer of the Association except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willfull misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified had not been guilty of gross negligence or willful misconduct in the performance of his duty as such trustee or Officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Trustee or Officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as common expenses provided, however, that nothing in this Article contained shall be deemed to obligate the Association to indemnify any member, who is or has been a Trustee or Officer of the Association, with respect to any duties or obligations assumed or liability incurred by him under and by virtue of his membership in the Association or as an owner of a living unit. Nothing contained herein to the contrary shall serve to exculpate members of the Board of Directors appointed by the Sponsor from their fiduciary responsibilities.

Section 2. REIMBURSEMENT BY MEMBERS. Each member shall be obligated to reimburse the Association for any expenses incurred by it in repairing or replacing any part or parts of the common elements damaged solely by the member's negligence or by the negligence of the member's tenants, agents, guests or licensees promptly upon receipt of the Association's statement therefor and shall reimburse the Association for any expense incurred in securing compliance by such member with the Master Deed, By Laws or Association Rules and Regulations or in abating or curing such violation.

Section 3. RATIFICATION. Acquisition of, or occupancy of a condominium unit shall be conclusively deemed to mean that such owner or occupant consented to and has ratified these By Laws and the Master Deed, and all their appropriate and respective duties and obligations thereunder.

ARTICLE IX
ENFORCEMENT

Section 1. ENFORCEMENT. The Association shall have the power, at its sole option, to enforce the terms of this instrument or any rule or regulation promulgated pursuant thereto, by any or all of the following: self-help; sending notice to the offending party to cause certain things to be done or undone; restoring the Association to its original position and charging the breaching party with the entire cost or any part thereof; complaint to the duly constituted authorities; or by taking any other action before any court, summary or otherwise, as may be provided by law.

Section 2. FINES. The Association shall also have the power to levy fines against any Unit Owner(s) for violation(s) of any rule or regulation or use restrictions contained in the Master Deed or By Laws except that no fine may be levied for more than \$10.00 for any one violation but for each day a violation continues after notice it shall be considered a separate violation. Collection of the fines may be enforced against any Unit Owner(s) involved as if the fine were a Common Expense owed by the particular Unit Owner(s).

Section 3. WAIVER. No restriction, condition, obligation or covenant contained in these By Laws shall be deemed to have been abrogated or waived by reason of the failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

ARTICLE X

AMENDMENTS

Subject to the restrictions in Section 7 of Article VI hereof, these By Laws, or any of them, may be altered or repealed, or new By Laws may be made at any meeting of the Association duly constituted for such purpose, and previous to which written notice to Unit Owners of the exact language of the amendment or of the repeal shall have been sent, a quorum being present, by an affirmative vote of 51% of the votes entitled to be cast in person or by proxy, except that (i) the first annual meeting may not be advanced, (ii) the first Board (including replacements in case of vacancies) may not be enlarged or removed, and (iii) the obligation or the proportionate responsibility for the payment of Common Expenses with respect to Units or the Common Elements may not be changed by reason of any such amendment or repeal.

ARTICLE XI

CONFLICT: INVALIDITY

Section 1. CONFLICT. Anything to the contrary herein notwithstanding, if any provision of this Instrument is in conflict with or contradiction of the Master Deed, or with the requirements of any law, then the requirements of said Master Deed or law shall be deemed controlling.

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

ARTICLE XII

NOTICE

Any notice required to be sent to any Unit Owner under the provisions of the Master Deed or Articles of Incorporation or these By Laws shall be deemed to have been properly sent and notice thereby given, when mailed, by regular post with postage prepaid, addressed to the Unit Owner at the last known post office address of the person who appears as a member on the records of the Association at the time of such mailing. Notice to one or two or more co-owners of a Unit shall constitute notice to all co-owners. It shall be the obligation of every Unit Owner to immediately notify the Secretary of the Association in writing of any change of address.

ARTICLE XIII

VOTING - SPONSOR

The developer shall not be permitted to cast any votes held by him for unsold lots, parcels, units or interests for the purpose of amending the Master Deed, By Laws or any other document

for the purpose of changing the permitted use of a lot, parcel,
unit or interest, or for the purpose of reducing the common
elements or facilities.

FILED

OCT 28 1982

JANE BURGIO
Secretary of State

We hereby associate ourselves into a corporation not for profit pursuant to the provisions of N.J.S.A., Title 15, for a lawful purpose other than for profit and to that end we do, by this instrument, certify as follows:

a. The name of the corporation is "Kingsberry Acres Condominium Association".

b. The purpose for which this corporation is formed is to provide for the maintenance, preservation and control of the common elements within that certain condominium development in Franklin Township, Somerset County, New Jersey, known as Kingsberry Acres Condominium as established by the Kingsberry Acres Condominium Master Deed recorded or to be recorded with the Clerk of Somerset County, New Jersey.

c. The Association shall be managed by a Board of four (4) Trustees. The names and post office addresses of the initial Board of Trustees selected for the first year are as follows:

<u>NAMES</u>	<u>POST OFFICE ADDRESSES</u>
Harry Wilf	1640 Vauxhall Road Union, New Jersey 07083
Joseph Wilf	1640 Vauxhall Road Union, New Jersey 07083
Nachum Blumenkranz	1640 Vauxhall Road Union, New Jersey 07083
Michael Roth	1640 Vauxhall Road Union, New Jersey 07083

d. The name and post office address of the resident agent of said corporation upon whom process against the corporation may be served is Carl D. Silverman, Esq., 1640 Vauxhall Road, Union, New Jersey 07083.

e. The members of the corporation shall be the owners of condominium units in the Kingsberry Acres Condominium established by the Kingsberry Acres Condominium Master Deed, which condominium shall be a planned residential development in Franklin Township, Somerset County, New Jersey, known as Kingsberry Acres. Membership shall be subject to all the provisions of the Kingsberry Acres

Filed in the Clerk's Office
the County of Union, N. J.
1982 at _____
of _____
County

FILED

CERTIFICATE OF INCORPORATION OF
KINGSBERRY ACRES CONDOMINIUM ASSOCIATION

OCT 28 1982

JANE BURGIO
Secretary of State

We hereby associate ourselves into a corporation not for
pursuant to the provisions of N.J.S.A., Title 15, for a
lawful purpose other than for profit and to that end we do, by this
instrument, certify as follows:

a. The name of the corporation is "Kingsberry Acres Condominium
Association".

b. The purpose for which this corporation is formed is to
provide for the maintenance, preservation and control of the common
elements within that certain condominium development in Franklin
Township, Somerset County, New Jersey, known as Kingsberry Acres
Condominium as established by the Kingsberry Acres Condominium
Master Deed recorded or to be recorded with the Clerk of Somerset
County, New Jersey.

c. The Association shall be managed by a Board of four (4)
Trustees. The names and post office addresses of the initial Board
of Trustees selected for the first year are as follows:

<u>NAMES</u>	<u>POST OFFICE ADDRESSES</u>
Harry Wilf	1640 Vauxhall Road Union, New Jersey 07083
Joseph Wilf	1640 Vauxhall Road Union, New Jersey 07083
Nachum Blumenkranz	1640 Vauxhall Road Union, New Jersey 07083
Michael Roth	1640 Vauxhall Road Union, New Jersey 07083

d. The name and post office address of the resident agent of
said corporation upon whom process against the corporation may be
served is Carl D. Silverman, Esq., 1640 Vauxhall Road, Union, New
Jersey 07083.

e. The members of the corporation shall be the owners of
condominium units in the Kingsberry Acres Condominium established
by the Kingsberry Acres Condominium Master Deed, which condominium
shall be a planned residential development in Franklin Township,
Somerset County, New Jersey, known as Kingsberry Acres. Membersh
shall be subject to all the provisions of the Kingsberry Acres

Filed in the Clerk's Office
of the County of Union, N. J.
on 10/28/82 at 9:18 AM
recorded in Book 187 of
Incorporations for said County
Date 10/28/82

EXHIBIT B

BOOK 1482 PAGE 878

STATE OF NEW JERSEY:
COUNTY OF UNION S.S.

BE IT REMEMBERED, that on this 7th day of July 1983 ,
before me, the subscriber, an attorney at law of New Jersey, per-
sonally appeared ^{Zygmunt} Wilf , who, being be me duly sworn upon his
oath, deposes and makes proof to my satisfaction that he is the
Secretary of Glen Ridge Estates, INC. the Sponsor named in the
within Instrument; that Michael Roth is the President of said
Sponsor, that the execution, as well as the making of this Instru-
ment, has been duly authorized by a proper resolution of the
Board of Directors of the said Sponsor; that deponent well knows
the corporate seal of said Sponsor; and that the seal affixed to
said Instrument signed and delivered by said President as and for
the voluntary act and deed of said Sponsor, in the presence of
deponent, who thereupon subscribed his name thereto as attesting
witness.

Zygmunt Wilf

Zygmunt Wilf, Secretary

Sworn and Subscribed to before
me the 7th day of July, 1983.

Carl D. Silverman

Carl D. Silverman, An Attorney
at Law of New Jersey

Prepared by: *Jack L. Werbler*

Jack L. Werbler, Esq.

JUL 11 9 08 AM '83
SOMERSET COUNTY
L. R. OLSON, CLERK
RRRRRRRR

3
19.00 10.00
2-11-93

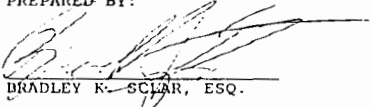
KINGSBERRY ACRES CONDOMINIUM ASSOCIATION
AMENDMENT TO MASTER DEED TO PERMIT THE KEEPING OF PETS

THIS AMENDMENT to the Master Deed is made this 15th day of February, 1993 by the Kingsberry Acres Condominium Association, a New Jersey non-profit corporation, having its principle offices at Executive Property Management, 2-70 Towne Center Drive, North Brunswick, New Jersey (hereinafter referred to as "the Association").

1993

The Association by a meeting of its members duly called for this purpose on September 16, 1987 by the requisite quorum, does hereby adopt the following Resolution as an Amendment to its Master Deed which was recorded in the Office of Somerset County Clerk in Deed Book 1482 at Page 808 the following amendment.

PREPARED BY:


BRADLEY K. SCLAR, ESQ.

RECORD & RETURN TO:

✓ PERL, KARPOFF & KESSLER, P.C.
201 Omni Drive
Hillsborough Township
Somerville, New Jersey 08876

DEC FEB 1993 10:58 AM 064120
SOMERSET COUNTY CLERK 15M 22.00

BK 1893 PG 369

RECORDED IN DEED

R: 2-22-93

KINGSBERRY ACRES CONDOMINIUM ASSOCIATION

AMENDMENT TO MASTER DEED TO PERMIT THE KEEPING OF PETS

WHEREAS, Article III, Section 9I (1) of the By-Laws empowers the Board of Trustees to promulgate rules and regulations relative to the use and occupancy of the units, the operation and use of the common elements and facilities; and

WHEREAS, Article 12, Paragraph (c) of the Master Deed prohibits the raising, breeding or keeping of animals of any kind in any unit or in the common elements; and

WHEREAS, the Association wishes to amend Article 12, Paragraph (c) of the Master Deed to permit the raising and keeping of domesticated pets in the units and in the common elements.

NOW, THEREFORE, BE IT RESOLVED THAT, Article 12, Paragraph (c) of the Master Deed shall be amended as follows:

Domesticated pets are permitted to be raised and kept by a unit owner, provided it is not kept, bred or maintained for any commercial purpose, is housed within the unit and the unit owner abides by all applicable Policies and Rules and Regulations set forth by the Association Pet Committee and all Municipal and State leash and health laws.

IN WITNESS WHEREOF, The Kingsberry Acres Condominium Association has affixed its hand and seal the day and year first above written.

ATTEST:

Henry Maguire
Secretary

KINGSBERRY ACRES CONDOMINIUM
ASSOCIATION

Thomas Janich
President

t:fl\ka

BK1893PG370

2B - CK SP
SF 3.00

KINGSBERRY ACRES CONDOMINIUM ASSOCIATION
PET POLICY AND RULES

1. Pets shall be defined as cats, dogs and other common domesticated species (i.e. fish and birds). No animals commonly known as "livestock" shall be kept. In questionable cases the Pet Committee, with the concurrence of the Board of Trustees, shall determine the suitability of any other species to be domiciled as pets in Kingsberry Acres.

a. American Staffordshire Terriers, otherwise known as pit bulls, of full or part pit bull parentage are not permitted to be on the community property

2. All pets shall be registered with the Pet Committee.

3. The owner shall provide certification of rabies vaccination on the registration form for each dog or cat.

4. All dogs shall be currently licensed by Franklin Township; all dogs and cats shall wear proper identification tags.

5. No animal shall be kept for professional breeding purposes.

6. No pet (cat or dog) shall be permitted to roam at large (Per Franklin Township Ordinance #1677.)

7. Pets shall be confined to an appropriate leash at all times while being walked in any common area. There are three designated pet "exercise" areas: on the south side lawn area adjacent to the tennis courts at the Route 27 entrance to Kingsberry Drive, across the street on the north side lawn area adjacent to the professional building; and the large field area at the rear of Kingsberry Acres. Owners shall be present and in control of pets at all times.

8. The pet owner shall comply with rules regarding animal waste:

a. a "pooper-scooper" or other suitable excrement container shall be carried and used by the pet walker.

b. solid animal waste shall be picked up immediately and disposed of properly in the owner's garbage - specifically not in storm sewers or on adjacent property.

c. Pets shall be confined to the paved sidewalk or road while being walked between the owner's unit and a designated exercise area.

REC'D - RECORDS SECTION

RECORDED - DEED SECTION

RECORDED IN DEED

BK2304 PG 183

R. 7-11-00

d. Every effort shall be made to discourage pets from urinating or defecating on common area lawns, shrubs and plantings.

9. Pets shall not be housed on the patio, on or under the deck, or on any common area.

10. Pets shall not be tethered (by chain, rope, etc.) and left unattended outdoors on any common areas, including the sidewalk and lawn/shrub area in front of pet owner's unit.

11. Pets shall be permitted on patio or deck between the hours of 9:00 a.m. and 9:00 p.m. only if (a) confined by a secure gate or leash and (b) a responsible supervising adult is on the premises.

12. No food shall be left outdoors for pets. (This entices wild animals, strays and vermin.)

13. Noisy pets shall be controlled by the pet owner. (Franklin Township Ordinance #1154-4-14 prohibits persons from harboring pets which disturb the peace through excessive barking, snarling or crying.)

14. The pet owner shall be responsible for compliance with all Pet Policy Rules and Regulations, subject to fines, assessments and other penalties levied for violations. The pet owner shall be responsible and held liable - for all costs related to correcting and restoring common property, lawns, trees and shrubs damaged by uncontrolled pets.

15. When the pet owner-in-violation is a renter, tenant or lessee, the home owner shall be responsible for any unpaid fines and penalties, and for any unpaid assessments for damages to common property - subject to late payment fees and liens against the homeowner's property.

16. Fines and citations levied against violators by Franklin Township governmental authorities (such as Animal Control, Public Health and Police Officers) shall be the sole responsibility of the pet owner and subject to all actions and penalties provided under the laws of the community, county and state.

8/10/92, amended 10/19/95, 8/26/99.

BK2304 PG 184

RESOLUTION AMENDING THE
PET POLICY

WHEREAS, Township of Franklin Ordinance 115-12 prohibits dogs and cats to run at large, and

WHEREAS, the Kingsberry Acres Condominium Association wishes to conform its Pet Policy to the Township Ordinance, and,

WHEREAS, the comfort and safety of the residents of Kingsberry Acres is best served by restraints on free-roaming dogs and cats;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Kingsberry Acres Condominium Association, that Section I. 7 of the Pet Policy is hereby amended to read:

Pets shall be confined to an appropriate leash at all times while being walked in any common area. There are three designated pet "exercise" areas: on the south side lawn area adjacent to the tennis courts at the route 27 entrance to Kingsberry Drive, across the street on the north side lawn area adjacent to the professional building; and the large field area at the rear of Kingsberry Acres. Owners shall be present and in control of pets at all times.

BE IT FURTHER RESOLVED, that this amendment is effective October 19, 1995.

There being no further discussion, on motion and duly seconded, the Board unanimously approved the resolution amending the Pet Policy.

Jean L. Ambrose 10/19/95
Jean L. Ambrose Date
President

Sally Lapposa 10/19/95
Sally Lapposa Date
Treasurer

**RESOLUTION CONCERNING AN ABSOLUTE AND UNQUALIFIED BAN ON THE
KEEPING OF AMERICAN STAFFORDSHIRE TERRIERS
a.k.a. Pit Bulls**

WHEREAS, the Association permits the keeping of dogs pursuant to an amendment to the Master Deed, dated February 15, 1993; and

WHEREAS, the Association does not intend the keeping of dogs to present a threat of injury to residents and their pets;

THEREFORE, BE IT RESOLVED, that the keeping of American Staffordshire Terriers, otherwise known as pit bulls, of full or mixed breed, shall be prohibited absolutely and unqualifiedly from Kingsberry Acres;

BE IT ALSO RESOLVED, that this resolution be recorded along with the PET POLICY in the Office of the County Clerk.

There being no further discussion, on motion and duly seconded, the Board of Trustees unanimously approved this amendment to the Pet Policy of the Kingsberry Acres Condominium Association.

Sally Lopez 8/28/99
Sally Lopez
President Date

L. A. Steed 8/28/99
Leroy Steed
Secretary Date

CORPORATE ACKNOWLEDGEMENT

STATE OF NEW JERSEY)
 : ss.
COUNTY OF SOMERSET)

On the 26th day of August 1999, Sally Lapelosa personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed and delivered the foregoing document as the President of Kingsberry Acres Condominium Association, Inc. (the "Corporation"), named in this document; and

(b) this document was signed and delivered by the Corporation as its voluntary act and deed by virtue of authority from its Board of Trustees.

Signed and sworn to before me on
August 26, 1999.

Kathleen Wall
NOTARY PUBLIC OF
NEW JERSEY

KATHLEEN WALL
Notary Public
Commission Expires Nov 8, 2002

STARK & STARK
PO BOX 5315
Princeton NJ 08543-5315
↑

BK2304 PG 187

END OF DOCUMENT
#