

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE VI
COMMON ELEMENTS

The Common Elements of the Project as depicted in Exhibit "B," and the respective responsibilities for maintenance, repair and replacement thereof are as follows:

- (a) The General Common Elements are:
- (1) The land described in Article IV, including easement interests of the Condominium in the property, if any, provided to it for ingress, egress and/or utilities.
 - (2) The electrical wiring network throughout the Project, including any street lighting system and any electrical wiring network contained within Unit walls, up to the point of connection with electrical fixtures within any Unit;
 - (3) The plumbing network throughout the Project including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit;
 - (4) The water distribution system and sanitary disposal system throughout the Project, including that contained within Unit walls, up to the point of entry to each Unit;
 - (5) The natural gas and ventilation network throughout the Project, including that contained within Unit walls, up to the point of entry to each Unit;
 - (6) Foundations, supporting columns, Unit perimeter walls (including exterior surfaces thereof, excluding windows and doors therein), crawl spaces, common attic spaces, chimney flues, roofs and floor and ceiling construction between Unit levels, and entrances and exits of the Project;
 - (7) Driveways, sidewalks, walkways and steps, lawns, yards, trees, shrubs and other plantings, unless specifically designated as Limited Common Elements;
 - (8) Cable television wiring system and network, if any, including that contained within Unit walls, up to the point of connection with the television systems in each Unit;
 - (9) The telephone wiring network throughout the Project, including that contained within Unit walls, up to the point of entry to each Unit;

LIBERO 6 5 7 PAGE 8 4 2

- (10) Any storage/maintenance closets, sheds, buildings or similar areas which may be identified as General Common Elements in the Condominium Subdivision Plan;
- (11) All utility meters, boxes and appurtenances, together with the attendant space pertaining to the Project's metered utility systems;
- (12) The portions of any parking area not designated as a Limited Common Element in attached Exhibit "B"; and
- (13) Fountains, pumps, wells, motors and any other appurtenances associated with the pond or irrigation system within the Project;
- (14) All other Common Elements of the Project not herein designated as Limited Common Elements which are not enclosed within the boundaries of a Condominium Unit, and which are intended for common use or are necessary to the existence, upkeep or safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment, and the cable television system described above may be owned by the local public authority or by the utility or cable television company that is providing the pertinent service. Accordingly, such utility and/or cable television lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest.

(b) The Limited Common Elements are:

- (1) Any assigned lawn areas depicted as such in attached Exhibit "B," the use of which is appurtenant and exclusive to the Units thereby designated;
- (2) Any decks, porches or patio areas depicted as such in attached Exhibit "B," the use of which is appurtenant and exclusive to the Units thereby designated;
- (3) Any entryways, stairwells and hallways depicted as such in attached Exhibit "B," the use of which is appurtenant and exclusive to the Units thereby designated;
- (4) Any basement areas or mechanical rooms depicted as such in attached Exhibit "B," the use of which is appurtenant and exclusive to the Units thereby designated;
- (5) Those portions of parking areas, if any, which are depicted as such in attached Exhibit "B," or hereafter so depicted in any amendment to this Master Deed, the use of which is appurtenant and exclusive to the Units thereby designated;
- (6) Any furnace, water heater, air conditioner, compressor or similar appliance or machinery which is providing service only to a certain Unit or Units, which shall be restricted to the exclusive use and enjoyment of the Co-owners of such Unit(s);

(7) All windows, screens, sliders and doors located within or adjacent to Unit perimeter walls, which shall be restricted to the exclusive use and enjoyment of the Co-owner of such Unit(s);

(8) The interior surfaces of Unit perimeter walls and doors, and the ceilings and floors contained within a Unit, which shall be restricted to the exclusive use and enjoyment of the Co-owner of such Unit(s); and

(9) Any other improvements designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan attached as Exhibit "B," or in any further amendment to the Master Deed made by the Developer or the Association, including but not limited to carports and/or garages which may be constructed by Developer in accordance with Article IX(b) below, upon those areas depicted as "Convertible Areas D-I, D-II and D-III" in attached Exhibit "B."

In the event that no specific assignment of all the Limited Common Elements described herein has been made in the Condominium Subdivision Plan, the Developer reserves the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit by subsequent amendment or amendments to this Master Deed. The Co-owners and mortgagees of Condominium Units, and all other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to any such amendment or amendments, and hereby irrevocably appoint the Developer and/or its successors as agent and attorney for the purpose of executing any such amendment or amendments to the Master Deed.

(c) Responsibility for the cleaning, decoration, maintenance, repair and replacement of the Common Elements will be as follows:

(1) The costs of maintaining, repairing and replacing the Limited Common Elements described above in Article VI(b)(6), (7) and (9) shall be the responsibility of the Co-owner(s) of the Unit(s) to which such Limited Common Elements are appurtenant, provided however, that with respect to any carport or garage areas contemplated in Article VI(b)(9) above and Article IX(b) below, the costs of cleaning, decoration, maintenance, repair and replacement associated with exterior appearance, mechanical systems and structural integrity shall be overseen and borne by the Association and assessed on a rateable basis to the Unit to which each such carport or garage area is appurtenant. The costs of routine cleaning, decorating, and maintenance of the Limited Common Elements described in Article VI(b)(2), (3) and (4) and (8) (except painting, staining, repairing, or replacing decks), shall be borne by the Co-owner of the Unit or Units to which such Limited Common Elements are appurtenant.

(2) The appearance and condition of all Limited Common Elements shall at all times be subject to reasonable oversight and approval of the Association and the Association may, at its discretion, effect and attend to the same and charge the cost thereof to the subject Co-Owner. Additionally, if a Co-owner's cleaning, upkeep or decoration thereof does not conform to reasonable standards established by the

Association, the Association may take whatever action is necessary to bring the same up to required standards and charge the cost thereof to the Unit Co-owner(s).

(3) The costs of cleaning, decorating, maintaining, repairing, and replacing all General and Limited Common Elements other than those described above shall be borne by the Association, except for repairs or replacements necessitated by the acts or neglect of Co-owners or their agents, invitees, family members, or pets, which shall be chargeable to such Co-owners.

(4) If any Unit Owner elects to construct or install any improvements to the interior of the Unit or, with written consent from the Association, to the Common Elements appurtenant to the Unit that increase the costs of maintenance, repair, or replacement for which the Association is responsible, the Association may assess the increased costs or expenses against such Unit.

(d) Except as set forth herein, Condominium Units shall not be separable from the Common Elements appurtenant thereto, and shall not be used in any manner inconsistent with the purposes of the Project, or in any other way which might interfere with or impair the rights of other Co-owners in the use and enjoyment of their Units or the Common Elements appurtenant thereto.

ARTICLE VII DESCRIPTION AND PERCENTAGE OF VALUE

(a) A complete description of each Condominium Unit in the Project is set forth in the Condominium Subdivision Plan, attached hereto at Exhibit "B," as surveyed by Thomas Swenor, Licensed Land Surveyor. Detailed plans and elevations have been filed with the Township of Pleasantview. Each such Unit shall include all the space within certain horizontal planes and vertical planes designated by a heavy outline on the interior finished surface of the walls, floors, and ceilings and depicted in the Condominium Subdivision Plan and as delineated by detailed dimensional descriptions of the Unit in the outline, minus any Common Elements in the Unit. In determining dimensions, each Condominium Unit shall be measured from the interior finished unpainted surfaces of the walls and ceilings and from the interior surfaces of the finished subfloor.

(b) The total value of the Project is 100, and the percentage thereof assigned to Units A1, A2, B1 and B2 shall be equal. The determination that Percentages of Value for such Units shall be equal was made after reviewing the comparative size (based upon square footage), market value, location and allocable expenses of maintenance for each such Unit and concluding that there are no material differences among them insofar as the allocation of Percentages of Value is concerned. The Percentage of Value assigned to each Unit shall be determinative of the proportionate share of each Co-owner (i) in the Common Elements, (ii) in the proceeds and expenses of administration of the Association and (iii) with respect to the value accorded to the vote of such Co-owner for Condominium purposes. Except as otherwise provided in the Master Deed, a Percentage of Value shall be changed only in the manner provided by Article XI, in a signed and recorded amendment to the Master Deed.

(c) Developer may modify the number, size, style, and location of a Unit or of any General Common Element or Limited Common Element appurtenant to a Unit as described in Exhibit "B," through an amendment effected solely by Developer or its successors, without obtaining the consent of any Co-owner, mortgagee, or other party, provided the modification does not unreasonably impair or diminish the appearance of the Project or the view, privacy, or other significant attributes or amenities of other Units that adjoin or are proximate to the modified Unit or Limited Common Element. No Unit that has been sold or is subject to a binding purchase agreement shall be modified without the consent of the Co-owner or of the purchaser and the mortgagee. Developer may also, in connection with any such amendment, readjust percentages of value for all Units to give reasonable recognition to such a modification, based on the method by which percentages of value for the Project were originally determined. However, no Unit modified in accordance with this provision shall be conveyed until an amendment to the Master Deed has been recorded. All Co-owners, mortgagees of Units, and other parties interested in the Project shall be deemed to have unanimously consented to any amendments necessary to effect such modifications and, subject to the limitations stated in this Master Deed, to the proportionate reallocation of percentages of value of existing Units that the Developer or its successors determines is necessary in conjunction with such modifications. All such interested parties irrevocably appoint the Developer or its successors as agent and attorney for the purpose of signing such amendments to the Master Deed and all other Condominium Documents as may be necessary to effect such modifications.

ARTICLE VIII
EASEMENTS

The various easement rights associated with the Condominium Project; together with the attendant benefits and burdens, are hereinafter set forth.

(a) Each Co-owner shall have the right, privilege and power in common with the other Co-owners to use and enjoy the Common Elements in accordance with this Master Deed.

(b) There shall exist easements of support with respect to any interior wall which supports a Common Element or any portion of a Unit.

(c) If any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling, or moving of the building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for as long as the encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction.

(d) There shall be easements to and in favor of the Association, and its officers, directors, agents, and designees, through, over, under and across all Units and Common Elements in the Project, including interior Unit walls, (i) for the maintenance, repair and replacement of those Common Elements for which the Association may from time to time be responsible, and (ii) as may be reasonable for the installation, maintenance and repair of all utility services furnished to the Project. Public and private utilities shall have access to the Common Elements and to the Units at such times as may be reasonable for the installation, repair, maintenance or monitoring of such