

## LEISURE VILLAGE WEST CONDOMINIUM 83

### MASTER DEED AND DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS 1985, Leisure + Technology, Inc.

LEISURE + TECHNOLOGY, INC., a corporation of the State of Delaware, authorized to do business in the State of New Jersey and having its principal office at 150 Airport Road in the Township of Lakewood, County of Ocean and State of New Jersey, hereinafter referred to as the GRANTOR, does hereby make, declare and publish its intention and desire to submit, and does hereby submit, the lands and premises owned by it in the Township of Manchester, County of Ocean and State of New Jersey, hereinafter being more particularly described the form of ownership known and designated as Condominium as provided by the Condominium Act of New Jersey (P.L. 1969, c. 257, approved January 7, 1970) for the specific purpose of creating and establishing LEISURE VILLAGE WEST CONDOMINIUM 83 (hereinafter referred to as The Condominium) and for the further purpose of defining the plan of unit ownership and imposing thereon certain restrictive and protective covenants for the benefit of said Condominium.

A. The lands and premises owned by the GRANTOR which are hereby made expressly subject to the provisions of the instrument are described in Schedule A and made a part hereof.

B. The GRANTOR has under the construction on the parcel of land and premises described aforesaid, a project known and designated as LEISURE VILLAGE WEST CONDOMINIUM 83, according to the maps and plans attached hereto as Schedules C and D. The said project consists of 9 multi-unit buildings numbered 1024 to 1032 inclusive, containing in all, a total of 18 units. The GRANTOR covenants and agrees that construction of the said 9 multi-unit buildings will be substantially in accord with the plans attached hereto, that such construction will be progressive and that those buildings which are not completed at the time of the recording of this instrument, shall be deemed in all respects, when completed, to be subject to the provisions of this instrument.

C. The GRANTOR, in order to implement the Condominium Plan of ownership for the above described property, improvements and prospective improvements, covenants and agrees that it hereby subdivides the above described realty and all of the improvements erected and to be erected thereon, vertically and horizontally into the following Freehold Estates:

1. 18 separate parcels of real property, being the dwelling units, hereinafter more particularly described and as shown on Schedule C attached hereto. Said Schedule D describes the dimensions of the several units at floor level, the elevation of all floors and ceiling from USC and GS datum, the location

and dimensions of the perimeter walls of each unit will reference to established geographical points.

Each of the said 18 units consists of (A) the volumes or cubicles of space enclosed by the unfinished inner surfaces of perimeter and interior walls, ceilings and floors thereof, including vents, doors, windows and such other structural elements that ordinarily are regarded as enclosures of space and (B) all interior dividing walls and partitions (including the space occupied by such walls and partitions) excepting load bearing interior walls and (C) the decorated inner surfaces of said perimeter and interior walls (including decorated inner surfaces of all interior load bearing walls), floors and ceilings, consisting of wallpaper, paint, plaster, carpeting, tiles and all other finishing materials affixed or installed as part of the physical structure of the unit and all immediately visible fixtures, mechanical system and equipment installed and for the sole and exclusive use of the unit, commencing at the point of disconnection from the structural body of the building and from the utility lines, pipes or systems serving the unit. No pipes, wires, conduits or other public utility lines or installations constituting a part of the overall systems designed for the service of any particular unit or multi-unit building, nor any of the structural members or portions of any kind, including fixtures and appliances with the unit, which is not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building, shall be deemed to be a part of any unit. The word "unit", when used throughout this instrument, shall be deemed to refer to each of the aforesaid 18 units as herein described.

2. A separate Freehold Estate in the remaining portions of the lands and premises hereinabove described with all improvements constructed and to be constructed thereon, including all appurtenances thereto, which said remaining portions shall be hereinafter known and referred to as "general common elements". More specifically, the general common elements shall include, but not be limited to the following:
  - (a) The parcel of land described above.
  - (b) The 9 multi-unit buildings described above including the space within each of said buildings not otherwise herein defined as being embraced within the 20 units, and including the foundations, roofs, ceilings, perimeter walls, load bearing interior walls, and partitions, slabs, stairways, entrance and exit or communication ways, patios, balconies, garages, pipes, wires, conduits, air ducts and public utility lines, including the above.

- (c) All of the roads, parking spaces, walkways, paths trees, shrubs, yards, gardens, etc., located or to be located on the aforesaid parcel of land.
- (d) All other elements of the buildings constructed or to be constructed on the aforesaid parcel of land, rationally of common use or necessary to their existence, upkeep and safety and, in general, all other devices or installations existing for common use.

The general common elements shall not include any of the 18 units as hereinabove described and as shown on the attached Schedule A notwithstanding that the multi-unit buildings in which said units shall be located may not have been constructed at the time of the recording of this instrument, it being the intention of the GRANTOR that the interest in the general common elements appurtenant to each unit, as said interest shall be hereinafter defined, shall not include any interest whatsoever in any of the other units and the space within them, whether or not the buildings within which said units are or shall be located, are constructed or yet to be constructed at the time of the recording of this instrument.

There is herewith reserved to each unit created hereby and the owner thereof, an easement of use in the common elements comprising the buildings containing said units for the purpose of permitting full use and enjoyment of each unit as a residential dwelling in accordance with its intended purpose.

D. For the purpose of this instrument, the ownership of each unit shall conclusively be deemed to include the respective undivided interest, as specified and established hereinafter, in the common elements and each unit together with its appurtenant undivided interest in the common elements is defined and hereinafter referred to as "unit". It is the intention of the GRANTOR hereby to provide that the general common elements in The Condominium shall be owned by the owner or owners of each unit as tenants-in-common, the undivided interest of each therein being as set forth hereinafter. For the purpose of the GRANTOR, the aforesaid property will be owned under the Condominium concept, when the title to the aforesaid lands and all of the improvements constructed and to be constructed thereon are held or acquired by two or more persons in any manner whereby each person is vested of (1) the fee simple ownership of one or more of the units, and (2) an undivided interest as tenants-in-common in the correlative general common elements, all pursuant to the provisions of this plan of ownership, the Condominium Act of the State of New Jersey and the restrictions, covenants, limitations and conditions herein set forth.

E. Portions of the general common elements are hereby set aside and reserved for the restricted use of the respective units to the exclusion of the other units and such portions shall be known and referred to herein as "Limited Common Elements". The limited common elements restricted to the use of the respective units are described in the following paragraph and shown graphically in Schedule D. The term "common

elements" when used throughout this instrument shall mean both general and limited common elements.

F. The 18 individual units hereby established and which shall be individually conveyed, the building number and type, the limited common elements restricted to the use of one or more individual units and the percentage of interest of each unit and the general and limited common elements are described as follows:

The percentage of interest in the general and limited common elements shall also be the percentage appertaining to the several units in the common expenses, common surplus, and rights in, the said common elements. The proportionate representation appertaining to each unit for voting purposes in the Association of owners shall be as set forth in Article XIII of the Bylaws of LEISURE VILLAGE WEST ASSOCIATION, attached hereto as Schedule C and made a part thereof. The GRANTOR reserves the right, for so long as it shall remain the owner of the aforesaid units, to change the price or value of such. However, no change in the price or value of any of the aforesaid units shall change or otherwise affect the percentage of interest of any of said units in the general and limited common elements.

G. The respective undivided interest in the common elements hereby established and to be conveyed with the respective elements hereby established shall have a permanent character and shall not be altered or changed without the acquiescence of all of the unit owners of all of the units in The Condominium and the GRANTOR, its successors and assigns and GRANTEES, covenant and agree that the undivided interest in the common elements and the fee titles to the respective units conveyed therewith, shall not be separately conveyed, transferred, alienated or encumbered and the said undivided interest shall be deemed to be conveyed, transferred, alienated or encumbered with its respective unit notwithstanding the description in the instrument of conveyance, transfer, alienation or encumbrance may refer only the fee title to the unit. The GRANTOR, its successors and assigns, and the GRANTEES, further covenant and agree that any conveyance, transfer or alienation of any unit shall conclusively be deemed to include all of the interest of the owner or owners in LEISURE VILLAGE WEST ASSOCIATION and any encumbrances upon any unit shall also be conclusively deemed to attach to all of the interest of the owner or owners of said unit in LEISURE VILLAGE WEST ASSOCIATION.

H. The Condominium shall be administered, supervised and managed by LEISURE VILLAGE WEST ASSOCIATION, a non-profit corporation of the State of New Jersey, presently having its principal office at 959 Buckingham Drive, Lakehurst, New Jersey which shall act by and on behalf of the owners of the units in The Condominium in accordance with this instrument, the Bylaws of the Association annexed hereto as Schedule E and in accordance with the Condominium Act of the State of New Jersey, its supplements and amendments. The said Bylaws form an integral part of this plan of ownership herein described and this instrument shall be construed in conjunction with the provisions of said Bylaws. Pursuant to the requirement of the Condominium Act of the State of New Jersey, LEISURE VILLAGE WEST ASSOCIATION is hereby

designated as the form of administration of The Condominium and the said Association is hereby vested with the rights, powers, privileges and duties necessary to or incidental to the proper administration of The Condominium the same being more particularly set forth in the Bylaws of the Association hereunto attached. The said Association shall also be empowered to exercise any of the rights, powers, privileges or duties, which may from time to time, be established by law or which may be delegated to it by the owners or co-owners of units in The Condominium.

The said Association shall also be empowered to administer, supervise and manage any other condominiums which may be subsequently declared and created as part of condominium planned retirement community known as LEISURE VILLAGE WEST and situated in the Township of Manchester, upon lands and premises contiguous or adjacent to the lands of this condominium. GRANTOR hereby expressly reserves the right, but not the obligation, to develop, construct and sell other condominium units in other condominiums which may be subsequently declared and created as part of LEISURE VILLAGE WEST in accordance with the Master Site Development Plan therefor previously prepared by GRANTOR and approved by public agencies of the Township of Manchester having jurisdiction thereover.

#### DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS AND AGREEMENTS AND EASEMENT GRANTS

To further implement this plan of ownership, to make feasible the ownership and sale of units in LEISURE VILLAGE WEST, to preserve the character of the community and to make possible the fulfillment of the purpose of cooperative living intended, the GRANTOR, its successors and assigns, by reason of this Declaration, and all future owners of units in these Condominiums by their acquisition of title thereto, covenant and agree as follows:

1. That the common elements shall be owned in common by all of the owners of units and none others, The common elements shall remain undivided and no unit owner shall bring any action for partition or division of the whole or any part thereof except as otherwise provided by law or in Article X, Section 2, of the Bylaws of LEISURE VILLAGE WEST ASSOCIATION.
2. That each unit shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, devised, inherited, transferred or encumbered along with its allocated percentage in the common elements, in the same manner as any other parcel of real property, independently of all other units, subject to the provisions of this instrument, the Bylaws of LEISURE VILLAGE WEST ASSOCIATION and the Condominium Act of the State of New Jersey. No part of any unit shall be conveyed, devised, inherited, transferred or encumbered apart from the whole of said unit and its

correlative percentage in the common elements.

3. That the unit shall be occupied, within the limitations set forth in the covenants herein contained, and used by the respective owners only as a private residential dwelling for the owner, his family, tenants and social guests and for no other purposes.
4. That in the event that any portion of the common elements encroaches upon any unit, or vice versa, or in the event that any portion of one unit encroaches upon another unit, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. In the event that any one or more of the multi-unit buildings is partially or totally destroyed and is then rebuilt in substantially the same location, and as a result of such rebuilding any portion of the common elements encroaches upon the units, or vice versa, or any of the units encroach upon another unit, a valid easement for such encroachment and for the maintenance thereof, so long as it stands, shall and does exist.
5. That in interpreting any and all provisions of this instrument, the Schedules attached hereto, subsequent deeds and mortgages to individual units, etc., the actual location of the unit shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered notwithstanding any minor deviations, either horizontally or vertically, from the proposed locations as indicated on Schedule C annexed hereto. To the extent that such minor variations in location do or shall exist, a valid easement therefore and for the maintenance thereof does and shall exist. This covenant is necessary by reason of the fact that The Condominium is to be constituted, and this plan of ownership applicable thereto will be implemented, prior to the completion of construction of some of the multi-unit buildings shown on the condominium maps.
6. That, as to those portions of the general common elements of The Condominium that lie within the right of way lines as shown on the condominium maps, a valid non-exclusive easement for the benefit of the GRANTOR, its successors and assigns, does and shall continue to exist thereon for the maintenance, operation and renewal thereof and as a means of providing ingress and egress to other portions of the general and limited common elements and to other contiguous lands of the GRANTOR, its successors and assigns.
7. That a valid easement does and shall continue to exist throughout the common elements for the purpose of installation, maintenance, repair and replacement of all sewer, water, power, telephone, television and other transmission pipes, lines, mains, conduits, wires, poles, transformers and any and all other equipment or machinery

necessary or incidental to the proper functioning of any utility system.

8. That every owner of a unit shall automatically, upon becoming the owner of such unit, be a member of LEISURE VILLAGE WEST ASSOCIATION and shall remain a member of said Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease. Other than as an incident to a lawful transfer of title to a unit, membership in the Association shall be nontransferable and any attempted transfer shall be null and void.
9. No longer applicable.
10. No longer applicable.
11. That the administration of The Condominium shall be in accordance with the provisions of this instrument, the Bylaws and Rules and Regulations of LEISURE VILLAGE WEST ASSOCIATION and the Condominium Act of the State of New Jersey.
12. That each owner, tenant and occupant of a unit shall comply with the provisions of this instrument and the Bylaws and Rules and Regulations of LEISURE VILLAGE WEST ASSOCIATION and failure to comply therewith shall be grounds for an action to recover sums due, or damages or for injunctive relief.
13. This instrument and any of its provisions shall not be revoked or amended without the acquiescence of 2/3 of the owners and 2/3 of the mortgagees of all of the mortgages covering the units.
14. That the owner or co-owners of each unit are bound to contribute to the common expenses of administration of maintenance, repair or replacement of the common elements and the expenses of administering and maintaining LEISURE VILLAGE WEST ASSOCIATION and all its real and personal property in such proportions and amounts as shall, from time to time, be fixed by the trustees of the Association and to any other expenses that may be lawfully agreed upon. No owner may exempt himself from contributing toward such expenses by waiver of the use or enjoyment of the common elements or the community recreational facilities of the Association or by abandonment of the unit owned by him.
15. That all charges and expenses chargeable to any unit shall constitute a lien against said unit in favor of LEISURE VILLAGE WEST ASSOCIATION, which lien shall be prior to all other liens except (1) assessments, liens and charges for taxes past due and unpaid on the unit, (2) a bona fide mortgage lien, if any, to which the unit

is subject, and (3) any other lien recorded prior to recording the claim of lien. Such lien shall be effective from and after the time of recording in the public records of Ocean County of a claim of lien stating the description of the unit, the name of the record owner, the amount due and the date when due and payable when the claim of lien is recorded and shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by the lien, the party making payment shall be entitled to a recordable satisfaction of lien.

Liens for unpaid assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. The Association shall have the power to bid in the unit at foreclosure sale and to acquire, hold, lease, mortgage and convey. Suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same. The title acquired by any purchaser following any such foreclosure sale shall be subject to all of the provisions of this instrument, the Bylaws and Rules and Regulations of LEISURE VILLAGE WEST ASSOCIATION and the Condominium Act of the State of New Jersey and, by so acquiring title to the unit, said purchaser covenants and agrees to abide and be bound thereby.

16. Any unit owner or any purchaser of a unit prior to completion of a voluntary sale may require from the Association a statement showing the amount of unpaid assessments pertaining to such unit and the Association shall provide such statement within ten (10) days after request therefore. The holder of a mortgage or other lien on any unit may request a similar statement with respect to such unit. Any person other than the unit owner at the time of issuance of any such statement who relies upon such statement shall be entitled to rely thereon and his liability shall be limited to the amounts set forth in such statement.
17. If a mortgagee of a first mortgage of record or other purchaser of a unit acquires title to such unit as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or other assessments by the Association pertaining to such unit or chargeable to the former unit owner which became due prior to acquisition of title as a result of the foreclosure. Such unpaid share of common expenses and other assessments shall be deemed to be common expenses collectible from all of the remaining unit owners including such acquirer, his successors and assigns.
18. A unit may be sold by the sheriff on execution, free of any claim, not a lien of record, for common expenses or other assessments by the Association but any funds derived from such sale remaining after satisfaction of prior liens and charges but before distribution to the



previous unit owner, shall be applied to payment of such unpaid common expenses or other assessments if written notice thereof shall have been given to the sheriff before distribution. Any such unpaid common expenses which shall remain uncollectible from the former unit owner for a period of more than sixty (60) days after such sheriff's sale may be reassessed by the Association as common expenses to be collected from all unit owners including the purchaser who acquired title at the sheriff's sale, his successor and assigns.

19. LEISURE VILLAGE WEST ASSOCIATION may acquire recreational facilities whether or not contiguous to the Condominium property for the enjoyment, recreation and benefit of unit owners. Such recreational facilities may consist of a community hall or auditorium, arts and crafts rooms, card rooms, meeting rooms, woodworking shop, swimming pool, pool building, lakes or ponds, golf courses, shuffleboards, etc., and the fees, costs and expenses of acquiring, maintaining, operating, repairing or replacing any of such facilities and the personal property used in the operation of enjoyment of the same, shall be common expenses. The purchase or acquisition for value of additional recreational facilities with funds of LEISURE VILLAGE WEST ASSOCIATION shall be deemed to be a capital expense and thus require authorization by an affirmative vote 80 percent of, interest of the members representative of the undivided ownership of the Condominium as a whole, notwithstanding anything to the contrary in the Bylaws.
20. No longer applicable.
21. That each owner tenant and occupant of a unit shall be prohibited from utilizing or installing air-conditioning units through exterior modification of the unit or through window openings. The only air-conditioning units that will be permitted are those units which are considered central in nature and installed on a slab outside of the actual unit. In the event that any unit owners wishes to install a central air-conditioning system in the unit, the entire plan and specifications for the installation must be approved by the Association. In the event the installation has been accomplished by any other party and not the GRANTOR, the individual unit owner shall be liable and responsible for the maintenance of the central air-conditioning system.
22. That the GRANTOR shall have the right to construct any buildings or appurtenances, attachments or additions to any buildings, at any time, according to specified plans even though such plans might cause or create an encroachment on the common elements, without regard to such encroachment.

23. The GRANTOR shall be permitted to construct open patio courts or wooden decks, which open patio courts shall be classified as a limited common element dedicated to the exclusive use of the unit owner upon whose unit the open patio court or wooden deck abuts. The maintenance of the area within definition of the open patio court as constructed will be the responsibility of the individual unit owner. In the event that the unit owner shall not maintain the open patio court or wooden deck area then the Association shall have the right to come upon the area and maintain it in a manner consistent with the maintenance of the remainder of the condominium and the Association shall have the right to charge the unit owner for such maintenance and the unit owner shall have the obligation to pay for such maintenance. In the event the unit owner fails to pay for such maintenance provided, the Association shall have the right to place a lien upon the unit for the unpaid fees, which lien shall be foreclosable in a manner similar to a mortgage.
24. That no fences other than those built and constructed by the GRANTOR shall be permitted to be built on the lands and premises. That to the extent any dwelling unit or other structure erected or to be erected on any of the said lands and premises shall have a fence constructed by GRANTOR, said fence being constructed on the common elements shall be a part of those common elements and the maintenance of the fence shall be the responsibility of the Association. No unit owner shall encroach upon, improve, alter, renovate, modify or add to such fences or in any way attach anything to same.
25. It is understood that the area above the plane of the ceiling and under the roof is a common element and the Association has the right to govern the use of that common element. Permission is deemed solely for the purpose of light storage and not for live loading. No more than twelve (12) pounds per square foot shall be stored in the area with access by the pull-down attic stairs. Any proposed use other than for light storage must be approved by the Association.
26. Any unit owner wishing to install attic/roof fans must obtain a permit from the Association and if said work in installation of the attic/roof fan is not to be done by GRANTOR, then a plan for said attic/roof fan installation must be submitted to the Association for approval.
27. That no detached garages other than those built and constructed by GRANTOR shall be permitted to be built on the lands and premises.
28. That to the extent any dwelling unit or other structure erected or to be erected on any of the said lands and premises shall have a porch, said

porch shall be considered a limited common element dedicated to the use of the individual unit owner to which the limited common element is attached, designated and defined. The GRANTOR shall have the right to enclose such porch prior to the conveyance of the deed to the unit owner. Any subsequent enclosure of the porch by the unit owner shall be done only with the permission of the Association. The maintenance of such porch shall be the responsibility and obligation of the unit owner.

29. That to the extent any dwelling unit or other structure erected or to be erected on any of the said land and premises shall have appliances sold by the GRANTOR or the identical make and model number offered by GRANTOR, then the Association shall maintain such appliances. The replacement of such appliance is the responsibility of the unit owner. If no appliances are provided or sold by GRANTOR as part of the unit (other than standard range and hood) then no maintenance of the appliances shall be provided by Association.
30. That no owner shall make any structural modifications or alterations within the unit without the written consent of LEISURE VILLAGE WEST ASSOCIATION or its duly authorized representative and no act shall be done under any circumstances which does or may tend to impair the structural integrity of any of the multi-unit buildings or adversely affect any of the common elements.
31. That each owner or co-owner, tenant or occupant of a unit may use the element held in common in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other owners or co-owners, tenants or occupants.
32. That LEISURE VILLAGE WEST ASSOCIATION shall have the irrevocable right, to be exercised by the Board of Trustees or its duly authorized representative, to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common elements therein accessible therefrom or for making emergency repairs therein necessary to prevent damage to the common elements or to another unit or units.
33. That units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than 30 days, or (b) 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, bell boy service, etc. Subject to the provisions hereof, the owners of the respective units shall have the right to lease the same provided that the terms of the lease are subject to the covenants, conditions, and restrictions contained in this instrument,

the Bylaws and Rules and Regulations of LEISURE VILLAGE WEST ASSOCIATION and the Condominium Act of the State of New Jersey.

34. (a) That in event of fire or other disaster or casualty resulting in damage to a building or buildings and common elements of The Condominium less than two-thirds of the value of The Condominium, the net proceeds of any insurance collected shall be made available for the purpose of restoration or replacement, the new building costs shall be paid by all of the co-owners directly affected by the damage in proportion to the value of their respective units. If any of the co-owners who were directly affected by the damage shall refuse to make payments, the Board of Trustees shall levy an assessment in the amount proportionate to the value of the units affected by the damage, the proceeds of such assessment being paid, with the insurance indemnity, to the Association for the purpose of covering the costs of repair and replacement. In the event any owner or owners shall fail to respond to the assessment by payment thereof within a reasonable time, the Association shall have authority to cause such restoration or reconstruction to be accomplished and the charge the costs thereof less any applicable insurance credits, to the owners of units in the proportions mentioned. Such costs less insurance credit, shall constitute a lien against the unit of such owner and may be enforced and collected in the same manner as all other liens as hereinbefore provided. The provisions of this section may be changed by unanimous resolution of the unit owners concerned, adopted, subsequent to the date on which the fire or other disaster or casualty occurred.
- (b) That in the event of a total destruction of the entire Condominium, or if the common elements are damaged or destroyed to more than two-thirds of the value of The Condominium, the unit owners of the said Condominium may elect to reconstruct or replace the said building and common elements. In the event of an election to reconstruct or replace, the payment of the costs thereof shall be made as provided in the preceding section of this paragraph. If the unit owners shall elect not to reconstruct or replace, a 75% or more of the unit owners of The Condominium, with the consent

of all of the mortgagees holding first mortgages on the units within The Condominium, may elect at a duly called meeting of said unit owners to sell the entire Condominium for cash and upon terms. In the event the election is made to sell, the covenants against partition contained in the Declaration of Restrictive and Protective Covenants shall become null and void and the said owner or owners shall be entitled to convey their interests in The Condominium and may invoke relief in a Court of Chancery to compel such sale and partition against those owners who shall have refused to approve such a sale and partition. All sums received from insurance shall be combined with the proceeds of sale of The Condominium. After providing for all necessary costs and expenses, including court costs and reasonable attorney's fees in the event of any litigation necessary to compel any owner or owners to join in a conveyance of their interest in The Condominium, distribution of the combined funds shall be made to the owner or owners of the units in the said Condominium in accordance with their respective undivided interest in the common elements as set forth in hereinabove, and to mortgagees and other lien holders, all as their interest shall appear.

- (c) In the event the Board of Trustees shall determine that the existing buildings in The Condominium are obsolete, the Board at any meeting of the unit owners, may call for a vote by said unit owners to determine whether or not the entire Condominium should be placed on the market and sold. In the event 90% of the unit owners, with the consent of all mortgagees, determines that the property should be sold, the applicable provisions of the preceding section pertaining to the sale of the property shall become effective.
- (d) That in the event that the Board of Trustees shall determine that any of the community and recreational facilities or any other real or personal property of the Association are obsolete, the Board, at any regular or special meeting of the members of LEISURE VILLAGE WEST ASSOCIATION, may call for a vote by the Association membership to determine whether or not the said property should be demolished and replaced. In the event that 90% of the

Association membership, with the consent of all mortgagees, shall determine that the said property should be demolished and replaced, the costs thereof shall be assessed against all of the members of the Association equally.

- (e) That LEISURE VILLAGE WEST ASSOCIATION, acting by and on behalf of the co-owners of The Condominium shall insure the buildings against risk of loss by fire and other casualties covered by a standard extended coverage endorsement, including vandalism and malicious mischief and such other risks as the Board of Trustees of the Association shall from time to time require, all in accordance with the provisions of the Bylaws of the Association. Nothing contained in this covenant and no provisions of the Bylaws shall be deemed to prohibit any owner or co-owner from insuring his unit for his own account and for his own benefit. No owner or co-owner shall, however, insure any part of the common elements whereby, in the event of loss thereto, the right of LEISURE VILLAGE WEST ASSOCIATION to recover the insurance indemnity for such loss in full, shall be diminished or impaired in any way. For the purpose of determining the insurable value of a unit, the value of the carpeting and major appliances located in each apartment unit shall be included in such value.
35. If all or any part of the common elements shall be taken, injured or destroyed by eminent domain, each unit owner shall be entitled to notice of such taking and to participate through the Association in the proceedings incident thereto. Any damages shall be for the taking, injury or destruction as a whole and shall be collected by the Association and distributed by it among the unit owners in such proportion to each unit owner's undivided interest in such common elements except to the extent that the Association deems it necessary or appropriate to apply them to repair or restoration of any such injury or destruction.
36. That in order to preserve the character of The Condominium as a retirement community recreational area, anything to the contrary herein notwithstanding, occupancy of all units shall be restricted as follows, portions of said restrictions being imposed by the Zoning Ordinance of the Township of Manchester:

- (a) To any person of the age of 55 years or over; or
- (b) A husband or wife, regardless of age, residing with his or her spouse, provided the spouse of such person is the age of 55 years or over; or
- (c) The child or children residing with a permissible occupant, provided the child or children is or are of the age of 19 years or over; or
- (d) The individual or individuals, regardless of age, residing with and providing physical or economic support to a permissible occupant.

The foregoing occupancy restrictions shall not be construed to prohibit the occupants of any of the units from entertaining guests, of any age, in their units, including temporary residency not to exceed three (3) months. Full time occupancy in any event, however, shall be limited to three occupants.

- 37. That the common elements shall be subject to a valid easement hereby granted to the Township of Manchester, but not to the public in general, to enter upon all roadways, streams, lakes, parking areas, driveway, sidewalks, and walkways for the purpose of maintaining the safety, health, welfare, police and fire protection of the citizens of the Township of Manchester, including the residents of The Condominium.

The present title to the property hereby subdivided by GRANTOR, and the title to each unit which shall be hereafter conveyed or acquired in any manner is hereby expressly declared and made subject to the terms and provisions of this instrument and the acquisition of title by any person to a unit shall be conclusively deemed to mean that acquirer approves, adopts and ratifies the provisions of this instrument, the Bylaws and Rules Regulations of LEISURE VILLAGE WEST ASSOCIATION and will  
 and comply herein GRANTOR, its administrators and assigns shall run with the land and shall be binding upon GRANTOR, their heirs, executors, successors and assigns and by all persons claiming by, through or under GRANTOR, their heirs, executors, administrators and assigns.

It is the intention of the GRANTOR that the provisions of this instrument are severable so that if any provision, condition, covenant or restriction thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby. In the event that any provision, condition, covenant or restriction thereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law the GRANTOR, its

successors and assigns and all persons claiming by, through or under GRANTOR covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein declared as fully as if they had been in effect at the time of the execution of this instrument.

38. GRANTOR hereby expressly reserves unto itself, LEISURE VILLAGE WEST ASSOCIATION and their respective successors and assigns, for the benefit of all unit owners in all condominiums comprising LEISURE VILLAGE WEST, the right to prohibit any act, action or activity by or on the part of any unit owner or his or her agents, servants, employees, sub-contractors, guests or invitees, the effect or consequence of which would be to change, alter, modify, supplement or otherwise adversely affect the common elements of The Condominium or any portion thereof, as thus determined by GRANTOR or Association in their sole discretion.

Any specific prohibition or proscription herein contained notwithstanding, no unit owner shall have the right to make or cause to be made any change alteration, modification or other amendment or supplement to the common elements without the prior express written permission of the Association having been obtained.

No failure to act or inaction by GRANTOR or Association hereunder to enforce the foregoing prohibition shall be deemed to be a waiver, acceptance or consent by either to any violation hereunder, and either GRANTOR or Association, jointly or severally, shall at all time have the power to enforce any and all of the foregoing restrictive and protective covenants by action at law or equity on behalf of themselves and all other unit owners in all condominiums of LEISURE VILLAGE WEST.

39. No longer applicable
40. Institutional Lenders. For the purposes of this paragraph, the term "Institutional Lender" shall mean and refer to any bank, mortgage banker, savings and loan association or other financial institution or pension fund which is the owner of a first mortgage of record which encumbers any unit. The term "Institutional Lender" shall also mean and refer to any Institutional lender taking a first mortgage position.
- 40.01 Anything to the contrary in this Master Deed or the Bylaws or Articles of Incorporation of the Leisure Village West Association notwithstanding, the following shall apply with respect to each Institutional Lender having an interest in the Condominium of a Unit therein.



- (a) The prior written approval of fifty one (51) percent of the institutional holders 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 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 of eminent domain.
  - (ii) Any material amendment to the Master Deed or to the Bylaws or Articles of Incorporation of Leisure Village West Association, including, but not limited to, any amendment which would change the percentage interests of the Unit Owners in the Condominium, the number of votes of a Unit Owner in the Association or the purposes to which any Unit or the Common Elements are restricted.

An institutional holder of a first mortgage who receives a written notice pursuant to the provisions of this subsection (a) and does not deliver to the Association a negative response within thirty (30) days of receipt of said notice shall be deemed to have approved such request.

- (b) No Unit in the Condominium may be partitioned or subdivided without prior written approval of any Institutional Lender for such Unit.
- (c) Any lien the Association may have on any Unit in the Condominium for the payment of Common Expenses assessments attributable to each Unit is subordinate to the lien or equivalent security interest of any Mortgage on the Unit recorded prior to the date any such Common Expense assessment became due.
- (d) Any Mortgage holding an interest in the Condominium or a Unit therein shall upon request, (I) be permitted to inspect the books and records of the Association during normal business hours; (ii) receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal

- year of the Association; (iii) receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings; and (iv) receive written notice of any default of the Unit Owner under the Master Deed, Declaration of Restrictive and Protective Covenants, the Bylaws and Rules and Regulations the Association, including but not limited to a default in the payment of any common expense assessment, which defaults are not cured within 60 days written notice to cure same by the Association; (v) receive written notice of any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (e) In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, any Mortgagee which may be affected shall be entitled to timely written notice of any such damage or destruction. No Unit Owner or other party shall have priority over such Mortgagee 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 Lender holding a Mortgage on the Unit(s) 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 Lender with respect to the distribution to such Unit(s) of the proceeds of any award or settlement.
  - (g) Any Institutional Lender who holds a Mortgage lien on a Unit who obtains title to the Unit as a result of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser in a foreclosure sale, or their respective successors and assigns, is not liable 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. Such unpaid share of Common Expenses and other assessments shall be deemed to be Common Expenses collectible from all of the remaining Unit Owners including such acquirer, his successors and assigns.
  - (h) Any management agreement for the Condominium will be terminable by the Association with or without cause upon ninety (90) days' prior written notice thereof, and the term

of any such agreement shall not exceed one year.

- (l) Notwithstanding the absence of any express provision to such effect in the Mortgage instrument, in the event that there is any default in the payment of any installment of a Common Expense assessment with respect to any Unit, either regular or special, any Mortgage holding a mortgage in such Unit shall be entitled to declare such mortgage in default in the same manner that is permitted by such mortgage with respect to any default in the payment of real estate taxes.

41. Ownership of units shall be limited to two, including the one occupied by the owner.

IN WITNESS WHEREOF, the GRANTOR has caused these present to be signed and attested by its proper corporate officers and its corporate seal to be hereunto affixed this        day of        1986.

ATTEST:

LEISURE + TECHNOLOGY, INC.

\_\_\_\_\_  
JOHN R. HALLERAN  
Assistant Secretary

\_\_\_\_\_  
ERIC M. LEVIN  
Vice-President

STATE OF NEW JERSEY :

ss.

COUNT OF OCEAN

BE IT REMEMBERED, that on this        day of        , 1986, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared John R. Halleran, who, being by me duly sworn on his oath, did depose and make proof to my satisfaction, that he is the Assistant Secretary of Leisure + Technology, Inc., the corporation named in the within instrument; that Eric M. Levin, is the Vice-President of said corporation; that the execution, as well as the making of this instrument has been duly authorized by a proper resolution of the Board of Directors of the said corporation and the seal affixed and said instrument signed and delivered by said Vice President, as and for his voluntary act and deed for the voluntary act and deed of said corporation, in the presence of deponent, who thereupon subscribed his name as attesting witness.

\_\_\_\_\_  
JOHN R. HALLERAN

Sworn and Subscribed to  
before me, at Lakewood,  
New Jersey, the date aforesaid.