

AMENDMENT TO MASTER DEED
OF SUNSET HARBOUR CONDOMINIUM

This Amendment is made this 9th day of October, 1981, by R. Randle Scarborough and Linda L. Scarborough, his wife, Grantors of the Sunset Harbour Condominium Master Deed heretofore duly recorded at the Cape May County Clerk's Office, Cape May Court House, New Jersey, on August 18, 1981, and recorded in Book No. 1483 of Deeds, Page 1.

Exhibit B attached to the said Master Deed at Book 1483, Pages 22, 23, 24, 25, 26 and 27 is hereby amended to include:

Ownership of Common Elements

Each Owner of a Unit shall own in fee simple absolute, an undivided 4.16% interest in the aforesaid Common Elements:

Unit #608A	4.16%	Unit #636	4.16%
Unit #608B	4.16%	Unit #638	4.16%
Unit #610A	4.16%	Unit #640	4.16%
Unit #610B	4.16%	Unit #642	4.16%
Unit #612	4.16%	Unit #644	4.16%
Unit #614	4.16%	Unit #646	4.16%
Unit #616	4.16%	Unit #648	4.16%
Unit #618	4.16%	Unit #650	4.16%
Unit #620	4.16%	Unit #652	4.16%
Unit #622	4.16%	Unit #654	4.16%
Unit #632	4.16%	Unit #656	4.16%
Unit #634	4.16%	Unit #658	4.16%

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 9th day of October, 1981.

Signed, Sealed and Delivered
in the Presence Of:

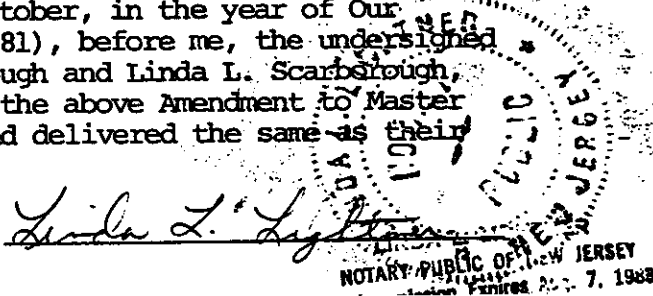

R. RANDLE SCARBOROUGH




LINDA L. SCARBOROUGH

STATE OF NEW JERSEY :
:
COUNTY OF CAMDEN :

BE IT REMEMBERED, that on the 9th day of October, in the year of Our Lord One Thousand Nine Hundred and Eighty-One (1981), before me, the undersigned authority, personally appeared R. Randle Scarborough and Linda L. Scarborough, who I am satisfied are the Grantors mentioned in the above Amendment to Master Deed and acknowledged that they signed, sealed and delivered the same as their act and deed.


Linda L. Scarborough
NOTARY PUBLIC OF NEW JERSEY
Expires 7. 1983

LEGAL DESCRIPTION

LOTS 3, 4, 5, 3Z and 4Z, BLOCK 610
OCEAN CITY, NEW JERSEY

ALL THAT CERTAIN lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Ocean City, County of Cape May, State of New Jersey:

ACCORDING to surveys made by SMA Consultants, Robert C. Mattson, L.S. dated 10/31/79, revised to 10/27/80.

TRACT #1

BEGINNING at a point, said point being 106.00 feet Southwestwardly along the Northwesterly line of Pleasure Avenue as constructed (50 feet wide as dedicated, 40 feet wide as constructed) from the intersection of the Northwesterly line of Pleasure Avenue and the Southwesterly line of Sixth Street (60 feet wide) (The Northwesterly line of Pleasure Avenue as dedicated is 5 feet Northwestwardly from the Northwesterly line as constructed): thence

- 1) Southwestwardly, along the Northwesterly line of Pleasure Avenue, as constructed, a distance of 166.66 feet to a point: thence
- 2) Northwestwardly, along the dividing line between Lots 5 and 6 of Block 610 in the Tax Maps of Ocean City and forming an interior angle of 90 degrees with the last mentioned course, a distance of 121.00 feet to a point: thence
- 3) Northeastwardly along a line forming an interior angle of 90 degrees with the last mentioned course, a distance of 41.66 feet to a point: thence
- 4) Northwestwardly, along a line and forming an interior angle of 270 degrees with the last mentioned course, a distance of 136.13 feet to a point in the Riparian Commissioners Exterior line adopted May 28, 1903: thence
- 5) Northeastwardly, along said Riparian Commissioners line and forming an interior angle of 81 degrees 29 minutes 22 seconds with last mentioned course, a distance of 25.27 feet to a point in the Riparian Commissioners line: thence

Legal Description - Continued

- 6) Southeastwardly, along a line and forming an interior angle of 98 degrees 30 minutes 38 seconds with the last mentioned course a distance of 146.69 feet to a point in the original bulkhead, said point being within 3 feet of the original natural ordinary high water line of Beach Thorofare: thence
- 7) Northeastwardly along said original bulkhead forming an interior angle of 270 degrees with the last mentioned course a distance of 60.00 feet to a point in the line of said original bulkhead: thence
- 8) Northwestwardly along a line and forming an interior angle of 270 degrees with the last mentioned course a distance of 137.71 feet to a point in the Riparian Commissioners Exterior Line Adopted May 28, 1903: thence
- 9) Northeastwardly, along the said Riparian Commissioners Exterior Line and forming an interior angle of 81 degrees 29 minutes 22 seconds with the last mentioned course a distance of 40.45 feet to a point in said Riparian Commissioners Exterior Line: thence
- 10) Southeastwardly, along the dividing line and extended dividing line between Lots 2 and 3 of Block 610 in the Tax Map of Ocean City and forming an interior angle of 98 degrees 30 minutes 38 seconds with the last mentioned course a distance of 238.42 feet to a point in the Northwesterly line of Pleasure Avenue as constructed said point being the point and place of beginning.

CONTAINING 27,480 square feet of land, more or less.
BEING Lots 3, 4, 5, 3Z and 4Z, Block 610 Tax Map.

LEGAL DESCRIPTION

LOTS 8-A, 8-B, 9, 10 and 11, BLOCK 610
OCEAN CITY, NEW JERSEY

ALL THAT CERTAIN lot, tract or parcel of land, situated in the City of Ocean City, County of Cape May and State of New Jersey being known as Lots 8-A, 8-B, 9, 10 and 11, Block 610 of the Tax Maps of the City of Ocean City and further described according to the plans of survey "Lot 8-A Block 610" dated 10-31-79 and "Lots 8-B, 9, 10 and 11 Block 610" dated 10-30-79 prepared by SMA Consultants, Robert G. Mattson LS #14459.

BEGINNING at a point being the intersection of the Northwesterly line of Pleasure Avenue, as constructed (50 feet wide as dedicated, 40 feet wide as constructed), and the Northeasterly line of Seventh Street (60 feet wide). (The northwesterly line of Pleasure Avenue as dedicated is 5 feet northwesterly from the northwesterly line as constructed); thence

(1) Northwestwardly, along the Northeasterly line of Seventh Street, a distance of 302.41 feet to a point in a modified pierhead line; thence (2) Northeastwardly, along the modified pierhead line and forming an interior angle of 81 degrees 29 minutes 22 seconds with the last mentioned course, a distance of 58.62 feet to a point; thence (3) Southeastwardly, along a line forming an interior angle of 98 degrees 30 minutes 38 seconds with the last mentioned course, a distance of 10.11 feet to a point in the Riparian Commissioners Exterior Line Adopted May 28, 1903; thence (4) North-eastwardly, along the said Riparian Commissioners Line and forming an interior angle of 261 degrees 29 minutes 22 seconds with the last mentioned course, a distance of 120.18 feet to a point in the dividing line between lots 7 and 8-A Block 610 of Tax Maps of Ocean City; thence (5) Southeastwardly, along said dividing line and forming an interior angle of 98 degrees 30 minutes 38 seconds with the last mentioned course, a distance of 272.56 feet to a point in the Northwesterly line of Pleasure Avenue, as constructed; thence (6) Southwestwardly along the Northwesterly line of Pleasure Avenue, as constructed, a distance of 176.83 feet to the point and place of beginning.

Containing 50,818 square feet of land more or less.

**NEW HOME
WARRANTY
PROGRAM**



STATE OF NEW JERSEY
Brendan Byrne, Governor

DEPARTMENT OF COMMUNITY AFFAIRS
Joseph A. LaFante, Commissioner

DIVISION OF HOUSING AND URBAN RENEWAL
Phillip B. Caton, Director



EXHIBIT "F"

CONTENTS

- 1 GENERAL REGISTRATION INFORMATION
- 2 NEW HOME WARRANTY COVERAGE
- 4 WARRANTY SECURITY PLANS
- 4 PRIVATE WARRANTY PLANS
- 5 STATE WARRANTY PLAN
- 6 CLAIMS SETTLEMENT

INTRODUCTION

On March 3, 1978, Governor Brendan Byrne signed Assembly Bill 1892, a bill to establish the New Home Warranty and Builders' Registration Program, (N.J.S.A. 46:3B-1 et seq.)

The title, New Home Warranty and Builders' Registration Act, indicates that the law has two basic components. First, it requires all home builders, as they are defined in the regulations, to register with the Department of Community Affairs. Secondly, it creates certain statutory warranties on new homes which are to be secured by a program of insurance.

The contents of this brochure should answer most of the basic questions about the New Home Warranty Program. Any further questions should be directed to:

NEW HOME WARRANTY PROGRAM
P.O. BOX 2768
TRENTON, NEW JERSEY 08625

REGISTRATION

• WHO MUST REGISTER?

All builders of one or two family homes, condominiums, and cooperatives are required to register under the New Home Warranty Program. A builder is broadly defined as any individual or organization in the business of constructing new homes. Each building business entity is required to register separately.

Individual builders who do not operate their own business, and are employed by another home construction business, do not have to register.

• REGISTRATION FEE

All builders registering with the New Home Warranty Program must pay a nonrefundable registration fee of \$200.00. Registration and fee must be renewed every two years.

• WHEN CAN YOU REGISTER?

Applications for registration will be available to all builders beginning April 1, 1979, at which time builders may begin to register.

REGISTRATION DEADLINE — The New Home Warranty regulations provide for a warranty to cover all transactions in which title to any new home is transferred from the builder to the owner as of July 1, 1979. Therefore, any builder subject to these regulations must be registered under the New Home Warranty Program by the July 1, 1979 deadline.

Builders should be advised that building permits will continue to be issued by local construction officials until August 1, 1979. At that time, the Uniform Construction

• HOW TO OBTAIN REGISTRATION FORMS

Registration forms will be mailed out to some 4,000 builders in business throughout New Jersey beginning in early April, 1979. Forms will also be made available through local Builders Associations. A limited supply will also be available at municipal construction code enforcing agencies.

Any builder who does not receive an application through one of the above means by the end of April, 1979, should request one from the Department of Community Affairs.

PENALTY FOR FAILURE TO REGISTER

Builders who fail to register are subject to a \$2,000.00 fine for each home sold during the time the builder remains unregistered.

NEW HOME WARRANTIES

• WHAT IS COVERED BY THE NEW HOME WARRANTY?

Prior to the adoption of the New Home Warranty and Builders' Registration Act, the only warranties which generally applied to new homes were those extended by the courts or those provided by voluntary warranty programs. Warranty coverage was determined on a case-by-case basis, leaving the builder and homeowner somewhat uncertain about the scope and duration of a warranty.

The warranty provided under the New Home Warranty Program develops more definite standards of workman-

1. During the first year, each new home should be free from quality standard defects,¹ appliance,² fixture, equipment and mechanical system defects, and major construction defects.
2. During the second year each new home should be free from appliance, fixture, equipment, mechanical system and major construction defects.
3. During years three through ten each new home is to be free from major construction defects.

● WHO IS RESPONSIBLE UNDER THE WARRANTY?

The builder is responsible for all defects covered under the first two years of the warranty. When a builder fails or refuses to correct such defects, the Warranty Security Plan becomes operative. In such cases, the registration of the builder is then revoked. The Warranty Security Plan is also responsible for major construction defects occurring in years three through ten of the Warranty.

The builder, or the Warranty Security Plan with which he is enrolled, will be responsible for providing the owner with an approved statement of warranty coverage and the warranty claims procedure. This transmittal should take place either at closing or upon occupancy by the owner, whichever occurs first.

1. A complete listing of quality standards operable during the first warranty year can be found in the Regulations. (New Jersey Administrative Code 5:24-1, 1 etc.)
2. The Warranty on appliances is applicable in the first year regardless of the duration of the manufacturers' warranty. The Warranty is applicable in the second year

● WHEN DOES A WARRANTY TAKE EFFECT?

A new home sold on or after July 1, 1979, is considered covered by the New Home Warranty Program when:

1. The owner obtains a certificate of occupancy issued by a local enforcing agency, or
2. The owner receives title to the home from the builder, subsequent to issuance of a certificate of occupancy by a local enforcing agency.

THE WARRANTY SECURITY PLAN

● WHAT IS A WARRANTY SECURITY PLAN?

The most important requirement for a builder who registers in the New Home Warranty Program is to be insured under a Warranty Security Plan. Such plans will provide the builder with the financial security adequate to cover claims against him for any construction defects which occur within the period of time covered under the new home owner's warranty.

Builders may enter into the warranty plan offered by the State, or may choose a private plan approved by the Department of Community Affairs. Both plans are explained below:

PRIVATE WARRANTY PLANS

● HOW ARE PRIVATE PLANS SET UP?

Private plans must have either prior approval by the New Jersey State Department of Insurance, or by the Depart-

● DO PRIVATE PLANS OFFER THE SAME WARRANTY OR SECURITY?

The private plans must offer the same warranty or insurance as the State plan. Quality Standards are fixed in the Regulations adopted under the New Home Warranty Act, and are the same for both types of plans.

● WHAT OTHER PROVISIONS ARE REQUIRED IN PRIVATE PLANS?

In general, the New Home Warranty Regulations require all private plans to provide:

- a. financial security adequate to cover the total amount of claims that may be reasonably assessed against participating builders;
- b. that either the builder or the insurance company is primarily responsible for satisfying claims against the warranty. This relationship will vary among the private plans;
- c. a complaint, claims and payment procedure;
- d. a notice to the owner on or about the settlement date concerning warranty coverage.

THE STATE WARRANTY SECURITY PLAN

● WHO CAN PARTICIPATE IN THE STATE PLAN?

The State New Home Warranty Security Plan is open to all builders who register under the New Home Warranty Program.

● WHAT COVERAGE IS OFFERED BY THE STATE PLAN?

Participants in the State Security Plan will receive full coverage through the State Security Fund on any claims assessed against them. A fee of four tenths of one percent (.4 of 1%) of the purchase price of every home sold is collected from the builder to maintain the Security Fund.

● HOW ARE WARRANTY CLAIMS SETTLED?

The New Home Warranty regulations outline a number of procedures to handle homeowner complaints of alleged defects covered by the warranty. Such claims can be resolved in one of the following ways:

- a. When a homeowner and builder agree to a procedure to obtain satisfaction of a claim, private settlements between the two parties are encouraged by the Department of Community Affairs and, once decided, are legally binding.
- b. If the two parties cannot reach agreement on their own, the homeowner or builder can request the services of conciliation and arbitration.

Request for conciliation and arbitration will not be processed for a period of 120 days after the closing on a new home. This allows the homeowner time to list all items in need of repair or replacement, and present them, in writing, to the builder. It is not intended to limit the right to arbitration for defects which present an emergency

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c. If the parties cannot agree to conciliation and arbitration, the final alternative for the Department is to provide a hearing, at which an administrative law judge will preside. A hearing fee of \$100.00 will be assessed to each party.

● FAILURE TO CORRECT A DEFECT

Where claims have been arbitrated and the builder fails to correct the defect, the owner may file a request for payment with the Department of Community Affairs. Such payments will be paid out of the State Fund.

Any further questions should be directed to:

NEW HOME WARRANTY PROGRAM
P.O. BOX 2768
TRENTON, NEW JERSEY 08625

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P.O. BOX 2768
TRENTON, NEW JERSEY 08625

STATE OF NEW JERSEY:

§

COUNTY OF CAPE MAY:

I CERTIFY that on 11-6-, 1998, _____
MARTIN BURNS personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Secretary of SUNSET HARBOR CONDOMINIUM ASSOCIATION, INC., the corporation named in this document;
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is the President of the Corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Trustees;
- (d) this person knows the proper seal of the corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

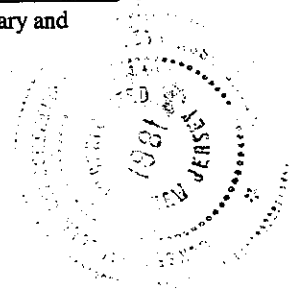
Signed and sworn to before me on

November 6, 1998
Notary Public

Mary Ann F. Brown
MARY ANN F. BROWN
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires Oct. 3, 2000

Martin Burns

 MARTIN BURNS, Secretary and
 Attesting Witness



★ (3) Michael A. Frasca, II, Esq.
 PO Box 1066
 DE M 19082

NOV 16 1998
 COUNTY OF CAPE MAY

6786208
 DB2780P0646

Handwritten initials and date: 11/16/98

Prepared By:

Michael A. Fusco, II
Michael A. Fusco, II, Esquire

**FIRST AMENDMENT TO MASTER DEED AND BY-LAWS
OF SUNSET HARBOR CONDOMINIUM**

This amendment to Master Deed and By-Laws, made this 6th day of November 1998, by, Sunset Harbor Condominium Association, Inc., A New Jersey Corporation, having its principal place of business located at 16 East 14th Street, City of Ocean City, County of Cape May and State of New Jersey 08226, said Condominium Association having duly considered this proposed amendment at its June 13, 1998 annual meeting on notice to all unit owners, 24 in number, and voting for the amendment in the affirmative, in writing, by a vote of 21-0 (3 members not returning a written ballot), for a percentage in the affirmative in excess of the required 66.67% (18 units) for this amendment, said affirmative votes duly authorizing the President of the Association, Donald King, and Secretary, Martin Burns, to execute the amendment on behalf of the Association, thereby making the amendment binding upon execution by the President and Secretary of the Association and its recording in the Office of the Clerk of Cape May County, by these presents does amend a certain Master Deed and By-Laws executed by R. Randle Scarborough and Linda L. Scarborough, as Grantor, on August 7, 1981, said Master Deed and By-Laws duly recorded in the Office of the Cape May County Clerk on August 17, 1981, in Deed Book 1483, Page 1, the terms of this Amendment superseding and taking the place of same or similar terms of said Master Deed and By-Laws, and anything herein to the contrary notwithstanding.

NOW, THEREFORE, the said Master Deed and By-Laws are hereby amended as follows:

1. Paragraph 12-3 of the Master Deed dealing with the Association's lien for unpaid condominium charges is deleted in its entirety and replaced by the following new Paragraph 12-3:

"Each quarterly assessment and each special assessment shall be separate, distinct and personal debts and obligations of the Unit Owners against whom same are assessed at the time the assessment is made and shall be collectible as such forthwith. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing same. The amount of any assessment, whether regular or special, assessed against the Unit Owner of any Unit, plus interest at the maximum legal interest rate per annum, and costs, including reasonable attorney fees, shall become a lien upon the Condominium Unit upon the recording of a Claim of Lien as provided in the New Jersey Condominium Act. Priority of the said lien shall be in accordance with the terms and provision of the New Jersey Condominium Act. Enforcement of such lien shall be in accordance with the terms and provision of the New Jersey Condominium Act. Enforcement of such lien for non-payment of assessment may be made by the Board of Trustees or by any bank or trust company or title insurance company having an interest in the said Unit. In any foreclosure or sale, the Unit Owner shall be required to pay the costs and expenses of such proceeding and reasonable attorney fees. In case of foreclosure by the Association, the Unit Owners shall be required to pay reasonable rental for the Condominium Unit, and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Board of Trustees or the Manager shall have the power to bid on the Condominium at foreclosure or other sale and to hold, lease, mortgage and convey the said Condominium Unit. The exact procedure and terms for collection are set forth hereinafter in the By-Laws of the Condominium Association."

2. Paragraph 12-4 is added to the Master Deed following the aforesaid, new, Paragraph 12-3:

"Failure of the Board of Trustees, or the Association, or the Grantor, or any Unit Owner or other parties having an interest in the Project to insist in any one or more instances upon the strict performance of any of the terms, covenants, conditions or restrictions of this Master Deed, By-Laws, or other documents and instruments executed in connection herewith, or to exercise any right or option herein contained or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of such term, covenant, condition or

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restriction, but such term, covenant, condition or restriction shall remain in full force and effect. Receipt by the Board of Trustees or the Association of any assessment from any Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Board of Trustees or the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board of Trustees and confirmed by the unanimous vote of the Association."

3. Subparagraph 12-5 is added to the Master Deed following the aforesaid Paragraph 12-4:

"Each member of the Board of Trustees or the Association shall be indemnified by the Unit Owners against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed upon him/her in connection with any procedure to which he/she may be a party, or in which he/she may become involved, by reason of his/her being or having been a member of the Board of Trustees or the Association, or any settlement thereof whether he/she is a member of the Board of Trustees or the Association at the time such expenses are incurred, except that in such cases wherein the member of the Association is adjudged guilty of willful misfeasance or malfeasance in the performance of his/her duties; provided, however, that in the event of a settlement, the indemnification shall apply only when the Board of Trustees or the Association approves such settlement and reimbursement as being for the best interests of the said Board of Trustees and Association. Nothing above to the contrary, the officers and directors appointed by and on behalf of the developer shall not be exculpated from their fiduciary relationship."

4. Paragraph 26 is added to the said Master Deed following the current final paragraph of the Master Deed, Paragraph 25:

"In the event there is an irreconcilable dispute between and among the members of the Association and the Board of Trustees involving either the management of the Association, the Project or the enforcement of any rights or responsibilities created by virtue of this Master Deed, the By-Laws, the Rules and Regulations, and other documents and instrument appertaining to the Condominium Project, all such parties shall agree to submit those matters to an arbitrator, which arbitrator shall be annually designated by the Association for arbitration prior to the institution of any judicial proceedings. In the event the Association fails to select an Arbitrator and the parties cannot agree on an Arbitrator, the Officers of the Association shall request the Senior Civil or Equity Superior Court Judge assigned in Cape May County to designate an Arbitrator. The duly appointed arbitrator shall receive reasonable compensation for his or her services as agreed upon between the arbitrator and the parties, and shall be paid by the parties to the dispute and the Association in such amounts and in such manner as the arbitrator shall request. The arbitrator shall hear disputes and make determinations based upon the Master Deed, By-Laws and applicable laws of the State of New Jersey, and his decisions shall be binding upon the parties."

5. Article IV, Section 6 of the By-Laws is amended to add the following language to the end of the current paragraph:

"If a member shall be in default in the payment of an installment upon an assessment, the Board of Trustees may accelerate the remaining installments of the assessment upon notice to the member, and the then unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the member, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur. Additionally, the Board of Trustees, at its option, shall have the right in connection with the collection of this, or any other charge to impose an interest charge at the legal maximum if such payment is made after the date stated in such notice. In the event that the Board of Trustees shall effectuate collection of said charges by report to counsel, the Board of Trustees may add to the aforesaid charge or charges a sum or sums of at least twenty (20%) percent of the gross amount due as counsel fees, in addition to such costs allowable by law. In the event such acceleration of assessment occurs with respect to a Unit Owner, that Unit Owner's right to vote in the Association shall be suspended until the assessment is satisfied, in full."

6. Article IV, Section 10-O of the original By-Laws dealing with the power to levy unspecified fines is deleted in its entirety and replaced by the following, new, paragraph or Section 10-O:

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"The Board of Trustees shall have the power to levy fines, in accordance with the provisions of the New Jersey Condominium Act, against the Unit Owners for violations of reasonable Rules and Regulations established by it to govern the conduct of the Unit Owners. No fine may be levied until the Unit Owner has been provided with at least 14 day written notice of the alleged violation by the Board of Trustees. Each fine shall carry a maximum amount of \$50.00, and there shall not be more than one fine for any one violation except that each day a violation continues after the end of the notice period, without satisfactory response from the Unit Owner, it shall be considered a separate violation. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were a common charge owed by the particular Unit Owner or Unit Owners. The Association shall provide a fair and efficient procedure for the resolution of disputes between individual unit owners and the Association, and between different Unit Owners, that shall be readily available as an alternative to litigation."

7. Article V, Section 10-S is added to the By-Laws as follows:

"All the rights, duties and privileges of the Board of Trustees shall be deemed to be continuing and shall not be exhausted by any single act or series of acts. To the same extent, the failure to use or employ any remedy or right hereunder or hereafter granted shall not preclude its exercise in the future nor shall any custom bind the Board of Trustees."

8. Article V, Section 10-T is added to the By-Laws as follows:

"The arbitration provisions contained in the Master Deed are applicable hereto and will govern any disputes between and among Unit Owners, the Board of Trustees and the Association."

9. Article V, Section 10-U is added to the By-Laws as follows:

"The Association will 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; by sending notice to the offending party to cause certain things to be done or undone; by restoring the Association to its original position and charging the breaching party with the entire cost or any part thereof; by taking any other action before any Court, summary or otherwise, as may be provided by complaint to the duly constituted authorities. The foregoing shall be construed to be in addition to any other powers granted herein and by the new Jersey Condominium Act, not in limitation thereof."

All other terms and conditions of the Master Deed, By-Laws remain the same as provided therein, except where they must be amended or modified to conform to the desires of the Association as set forth in this Amendment. In the event of any conflict between the terms of the original Master Deed and By-Laws and this Amendment, the terms of this Amendment shall supersede and take precedence.

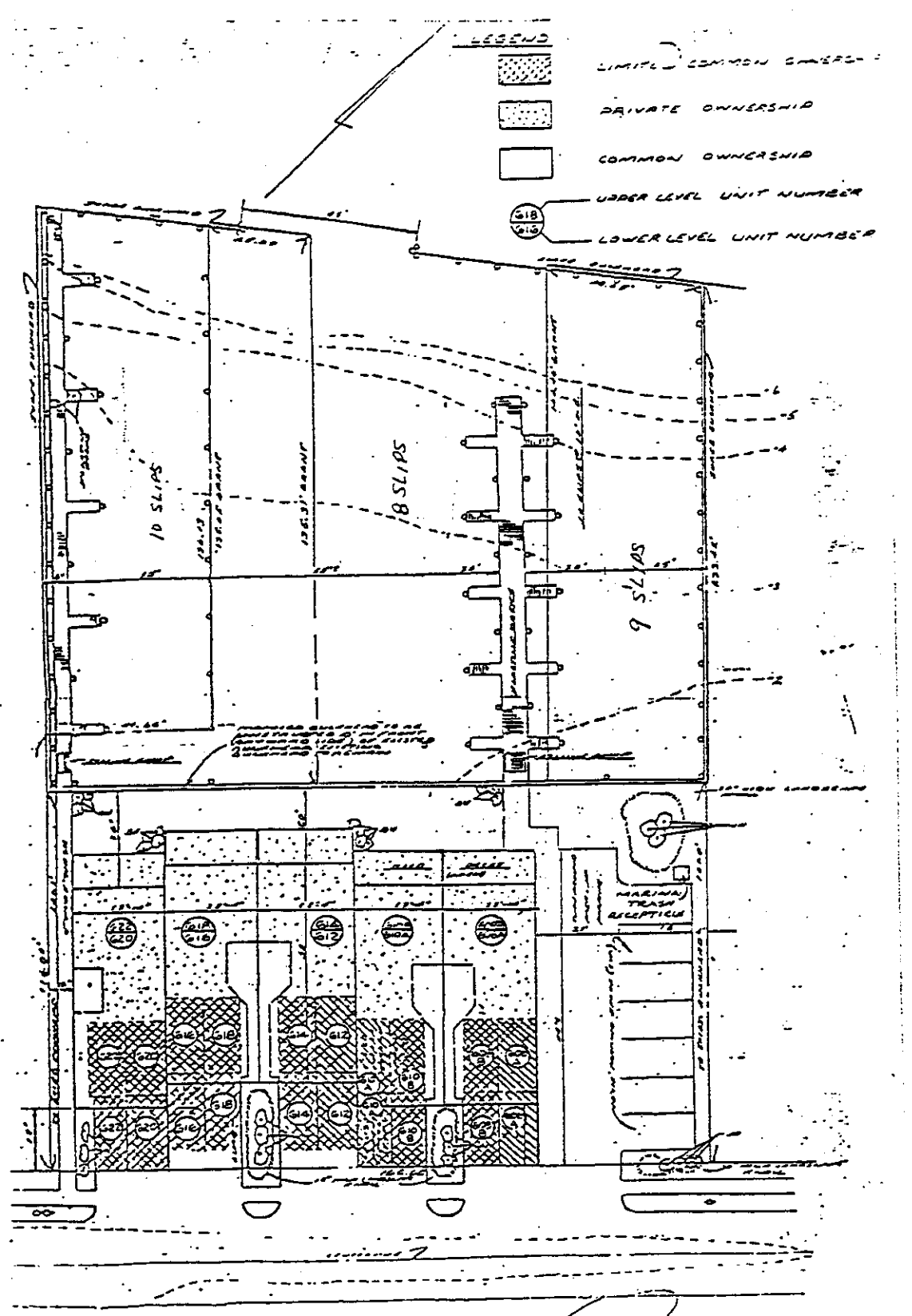
WITNESSETH, the hands and seals of the duly authorized President and Secretary of the Sunset Harbor Condominium Association, Inc., which has affixed its corporate seal the day and year first above written.

SUNSET HARBOR CONDOMINIUM
ASSOCIATION, INC.


Attest: MARTIN BURNS, Secretary

By: 
DONALD KING, President

DB2780P0645



LEGEND

- LIMITED COMMON OWNERSHIP
- PRIVATE OWNERSHIP
- COMMON OWNERSHIP

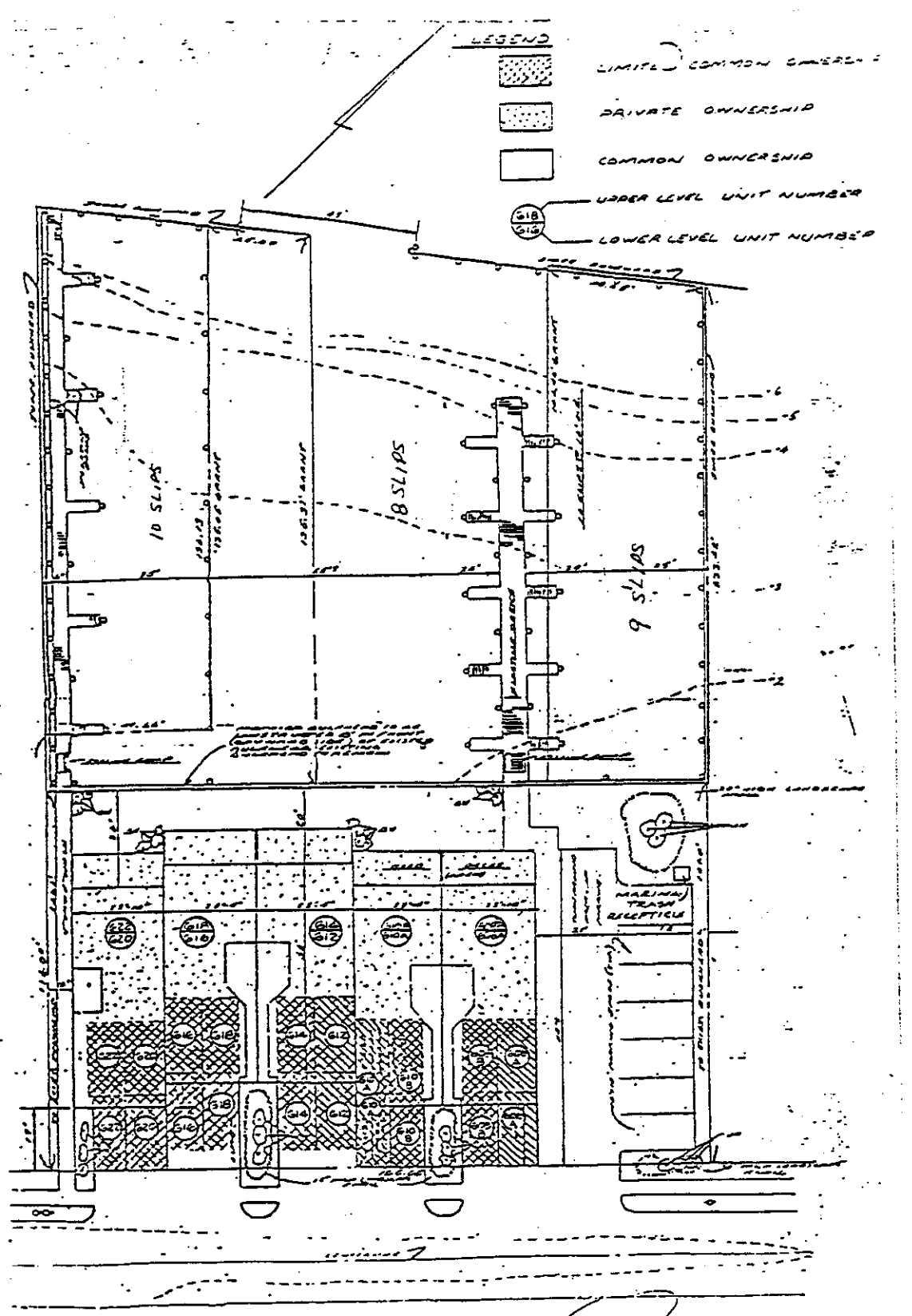
UPPER LEVEL UNIT NUMBER
 LOWER LEVEL UNIT NUMBER






PLEASURE AVENUE

50' WIDE

EXPOSE "6"

Gerald E. Spittel
 Gerald E. Spittel
 Professional Engineer and Architect



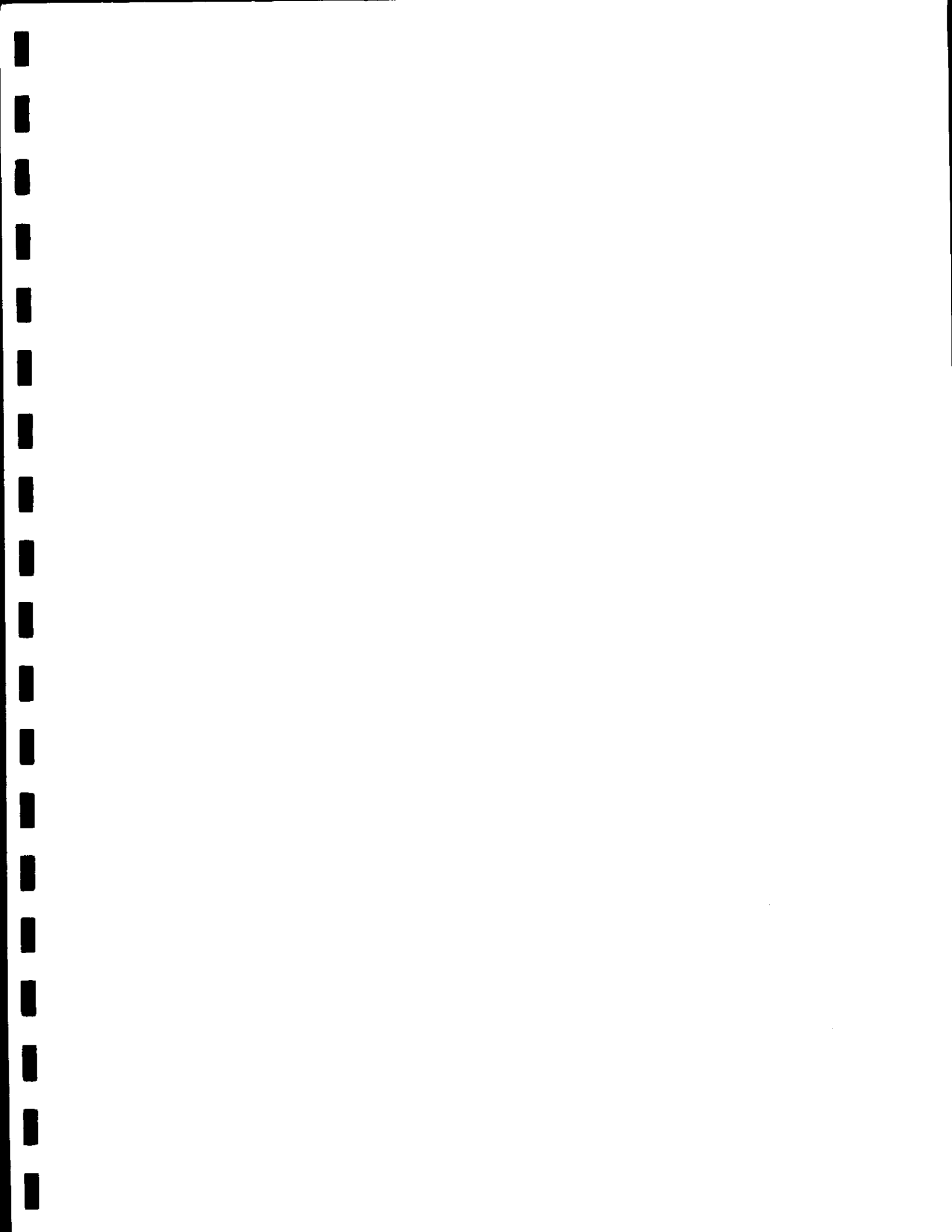
- LEGEND**
-  LIMITED COMMON ELEMENTS
 -  PRIVATE OWNERSHIP
 -  COMMON OWNERSHIP
 -  UPPER LEVEL UNIT NUMBER
 -  LOWER LEVEL UNIT NUMBER

PLEASURE AVENUE

50' WIDE

20' WIDE "6"

Gerald E. Spittel
 Gerald E. Spittel
 Professional Engineer and Architect



ACT OF THE STATE OF NEW JERSEY. The GRANTOR covenants and agrees that those buildings which are not completed at the time of the recording of this Deed shall be deemed in all respects, when completed, to be subject to the provisions of this Deed.

(C) The GRANTOR is order to implement the Condominium plan of ownership for the above-described property, including improvements and prospective improvements, covenants and agrees that it hereby subdivides the above described realty and all improvements erected and to be erected thereon into the following estates:

(1) Twenty Four (24) separate parcels being the Twenty Four (24) Units hereinafter more particularly described and identified on Schedule B annexed hereto and made a part hereof. Said schedule also describes the dimensions of the several units, and improvements erected or to be erected thereon, including the common elements and limited common elements.

Each of the Twenty Four (24) Units consists of:

(a) The volume or cubicles of space enclosed by the unfinished inner surfaces of the exterior and interior dividing walls, ceilings and floors thereof, including vents, doors, windows and other structural elements that are regarded as enclosures of space;

(b) All interior dividing walls and partitions (including the space occupied by such walls or partitions); and

(c) The direct inner surfaces of such interior walls, floors and ceilings consisting of wallpaper, paint, plaster, carpeting, masonry, tiles and all other finishing materials affixed or installed as a part of the physical structure of the unit and all immediately visible fixtures, mechanical systems and equipment installed for the sole and exclusive use of the unit, commencing at the point of disconnection from the structural body of the Unit and from the utility lines, pipes or systems servicing the Units. 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 multi-unit building, nor any of the structural members or portions of any kind, including fixtures and appliances within 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 in Schedule B attached hereto.

(2) A separate undivided interest 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 "Common Elements". More specifically, the common elements including all appurtenances thereto, which said remaining portions shall be hereinafter known and referred to as "Common Elements". More specifically, the Common Elements include, but shall not be limited to, the following:

(a) The parcel of land described above,

(b) The multi-unit buildings described above, including the space within each of said buildings not otherwise herein defined as being embraced within the Twenty Four (24) Units, and including improvements, foundations, roofs, floors, ceilings, exterior walls, structural and bearing parts, main walls, dividing walls, slabs, supports, basements, entrances, exits and other means of access, pipes, wires, conduits, air ducts and public utility lines, including the space actually occupied by the above, excluding any specifically reserved or limited to a particular unit or group of units;

(c) All of the road, parking lot, parking areas, walkways, paths, trees, yards, driveways, shrubs, gardens, landscaping, etc., located on the aforesaid parcel of land, excluding any parking areas specifically reserved or limited to a particular unit or group of units;

(d) Portions of the land or any improvements, or appurtenance reserved exclusively for the management, operation or maintenance of the Common Elements or of the Condominium property;

(e) Installations of all central services and utilities;

(f) All apparatus and installations existing or intended for Common Elements;

(g) Any improvement constructed or to be constructed on the aforesaid parcel of land, rationally of common use or necessary or convenient to their existence, management or operation, and, in general, all other devices existing for common use.

Initially, the GRANTOR, and thereafter the Association, shall be responsible for maintaining the aforesaid areas referred to as Common Elements, including, but not limited to, maintenance of roads, storm drainage, sanitary sewers and sidewalk areas

within the Condominium; solid waste removal and snow removal from the parking lots and roadways within the Condominium; seeding, landscaping, painting of exterior walls and exterior trim and lawn maintenance and payment of utility charges servicing the Common Elements. The Common Elements shall not include any of the Twenty Four (24) Units as hereinabove described and as shown on Schedule B attached hereto, 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 Deed, it being the intention of the GRANTOR that the interest in Common Elements appurtenant to each Unit as same shall be hereinafter described, shall not include any interest whatsoever in any of the other Units or the space within them, whether or not the buildings within which said Units are or shall be located are constructed or are yet to be constructed at the time of the recording of this deed.

The right of any owner to the use of the Common Elements shall be a right in common with all other Unit owners (except as to limited Common Elements) to use such Common Elements in accordance with the reasonable purposes to which they are intended without encroaching upon the lawful rights of other Unit owners.

(3) Portions of the Common Elements are hereby set aside and reserved for the use of one (1) or more specified Units to the exclusion of the other Units and such portions shall be known and referred to as "Limited Elements". The Limited Common Elements shall include, but shall not be limited to entry ways, common walls, patios or deck, front entrance areas, porches, parking spaces and storage areas, designated as appurtenant to a specified Unit. Each Unit owner shall be responsible for maintaining, at their individual cost and expense, all areas designated as Limited Common Elements except, however, structural modifications and structural maintenance of the walls. In particular, each Unit owner shall be responsible for any improvements or maintenance in and to patios, none of which shall be the responsibility for maintenance by the Association as hereinafter provided. All Limited Common Elements, however, shall comply with all governmental rules and regulations as provided herein or as provided in the By-Laws of the Association.

(D) For the purpose of this Deed, the ownership of each Unit shall conclusively be deemed to include the respectively undivided interest, as specified and established herein, together with the appurtenant undivided interest in common and