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Hudson County Recording Data Page **Honorable Diane Coleman** **Hudson County Register**	*Official Use Only – Barcode* 20200102010000570 1/109 01/02/2020 03:33 PM DEED - MASTER Bk: 9460 Pg: 200 DIANE COLEMAN Hudson County, Register of Deeds Receipt No. 4806
Official Use Only – Record & Return	*Official Use Only – Realty Transfer Fee*
Date of Document: DECEMBER 13, 2019	Type of Document: MASTER DEED
First Party Name: BAYONNE REDEVELOPERS URBAN RENEWAL BLOCK 720 LLC	Second Party Name: BAYONNE BLOCK 721 COMMERCIAL CONDOMINIUM
Additional Parties:	

SV 10700

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
Block: 721	Lot: 2
Municipality: BAYONNE	
Consideration: $0	
Mailing Address of Grantee: Lidl US Operations, LLC,3500 S. Clark StreetArlington, VA 22202	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY	
Original Book: 9339	Original Page: 346

HUDSON COUNTY RECORDING DATA PAGE
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MASTER DEED

For

BAYONNE BLOCK 721 COMMERCIAL CONDOMINIUM

DATED: December 13, 2019

Prepared by: C W Alexander
CRAIG. W. ALEXANDER, ESQ.
An Attorney at Law of New Jersey

Record and Return to:
Craig W. Alexander, Esq.
Mandelbaum, Salsburg P.C.
3 Becker Farm Road
Suite 105
Roseland, New Jersey 07068

When Recorded Return To:
Heather Townsend
First American Title Insurance Company
National Commercial Services
Six Concourse Parkway, Ste. 2000
Atlanta, GA 30328
File No: NCS P2317

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MASTER DEED

FOR

BAYONNE BLOCK 721 COMMERCIAL CONDOMINIUM

This **MASTER DEED** made this 13th day of December, 2019, by Bayonne Redevelopers Urban Renewal Block 720, LLC, a New Jersey limited liability company having an address at c/o JMF Properties, 80 South Jefferson Road, Suite 202, Whippany, New Jersey 07981, hereinafter referred to as the "Grantor";

WHEREAS, Grantor is the owner of fee simple title to the real property and improvements now and hereafter located thereon (including easements, rights, and appurtenances belonging thereto or included for the benefit of) located in the City of Bayonne, County of Hudson, State of New Jersey near the intersection of Goldsborough Drive and Route 440, together with all buildings and improvements now or hereafter constructed thereon, that is commonly known as "Harbor View Marketplace" and being and being designated as Lot 2 in Block 721 (f/k/a Block 720, Lot 1) on the Tax Map of the City of Bayonne (the "Property" or "Condominium Property"). The site plan of the Condominium Property is shown on the plan prepared by ARNA Engineering Inc. dated April 13, 2018, which may be amended from time to time, a copy of which is attached hereto as Exhibit A and made a part hereof (the "Condominium Plan"). The perimeter boundary of the Condominium Property is particularly described by metes and bounds in Exhibit B attached hereto and made a part hereof (the "Condominium Description"); and

WHEREAS, Grantor, by this Master Deed, intends to submit the Property depicted on the Condominium Plan and described in the Condominium Description to the form of ownership known and designated as a Condominium pursuant to the Condominium Act of New Jersey N.J.S.A. 46:8B-1 et seq., and all applicable amendments and supplements thereto (the "Act") under the name of **"BAYONNE BLOCK 721 COMMERCIAL CONDOMINIUM"** (hereinafter the "Condominium"); and

WHEREAS, Grantor has incorporated an association as a non-profit corporation under the laws of the State of New Jersey, such association is known and designated as "Bayonne Block 721 Commercial Condominium Association, Inc." (hereinafter the "Association") for the purpose of administering, operating and managing the Common Elements and Common Area of the Condominium and administering and enforcing the agreements, covenants and restrictions set forth herein.

1. PURPOSE

Grantor does hereby submit, declare and establish the Condominium for the Property depicted on the Condominium Plan and described in the Condominium Description. It is the intention of Grantor to establish a Condominium which will consist of four (4) Units. Each of the four (4) Units are depicted by metes and bounds respectively on Exhibits C-1 ("Unit 1"), C-2 ("Unit 2"), C-3 ("Unit 3") and C-4 ("Unit 4") attached hereto and made a part hereof and which are generally depicted on the Condominium Plan attached hereto.

2. DEFINITIONS

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

2.1. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of Bayonne Block 721 Commercial Condominium Association, Inc., a copy of which is attached hereto and made a part hereof as Exhibit D, as the same may from time to time be amended.

2.2. "Assigns" shall mean and refer to any person to whom rights of a Unit Owner have been validly transferred by deed, lease, mortgage or otherwise.

2.3. "Association" shall mean and refer to Bayonne Block 721 Commercial Condominium Association, Inc., a New Jersey not-for-profit corporation, its successors and assigns.

2.4. "Board" or "Board of Trustees" shall mean and refer to the Board of Trustees of the Association.

2.5. "By-Laws" shall mean and refer to the By-Laws of the Association, a copy of which is attached hereto, incorporated herein and made a part hereof as Exhibit E, as the same may be amended and/or supplemented from time to time.

2.6. "Common Area" subject to Section 9.1.2 shall mean all those common areas within the Condominium Property that are part of a Unit which may exist and be constructed and maintained for such use from time to time, including, without limitation, the parking lots, service and access roads, drives, vehicular exits and entryways, sidewalks, common utility lines (if any), storm drainage facilities and related systems, piping and equipment, as well as other improvements designated from time to time for the general use and/or benefit by the Owners and their Occupants. Notwithstanding anything to the contrary in this Master Deed, in no event shall either the Common Area or Common Elements include any building or building improvements located on any Unit.

2.7. "Common Elements" shall mean and refer to all appurtenances and facilities and other items set forth in N.J.S.A. 46:8B-3(d) which are part of the Condominium Property but not part of any Unit.

2.8. "Common Expenses" shall mean and refer to those expenses anticipated by N.J.S.A. 46:8B-3(e) in addition to all those expenses (including reserves) which are incurred or assessed by the Association, or the Manager (pursuant to the Management Agreement) in fulfilling its lawful responsibilities in regard to the Common Elements and subject to Section 9.1.2 the Common Area and for which all of the Unit Owners are proportionately liable.

2.9. "Common Surplus" shall mean and refer to the excess of all common receipts (i.e. all monies collected by the Association) over all Common Expenses.

2.10. "Condominium" or "Master Condominium" shall mean and refer to the form of ownership of real property under this Master Deed establishing Units together with an undivided interest in the Common Elements appurtenant to each such Unit, and created by the execution and recording of this Master Deed.

2.11. "Condominium Property" or the "Property" shall mean and refer to the real property covered by this Master Deed as generally depicted on the Condominium Plan attached hereto as Exhibit A and described by metes and bounds description in Exhibit B, and all improvements thereon, and all elements, rights, and appurtenances belonging thereto or intended for the benefit thereof as same are.

2.12. "Eligible Mortgage Holder" shall mean and refer to an Institutional Lender holding a first mortgage on a Unit whose Unit Owner has requested the Association to notify them of any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

2.13. "Grantor" shall mean and refer to Bayonne Redevelopers Urban Renewal Block 720, LLC, a New Jersey limited liability company.

2.14. "Institutional Lender" shall mean and refer to any bank, mortgage banker, savings and loan association or other creditor, lender or financial institution or pension fund, which is the owner of a mortgage of record, which encumbers the fee interest of any Unit.

2.15. "Majority" or "Majority of the Unit Owners" shall mean and refer to the holders of 51% or more of the aggregate number of votes of the Association.

2.16. "Master Deed" shall mean and refer to this Master Deed; as the same may be amended or supplemented from time to time.

2.17. "Member" or "Members" shall mean and refer to all those Unit Owners who are members of the Association as provided in the Articles of Incorporation, or their respective transferees.

2.18. "Occupant" shall mean and refer to any person occupying a Unit pursuant to a lease, sublease or other written agreement executed by the Occupant and Unit Owner.

2.19. "Owner" or "Unit Owner" shall mean and refer to the record owner, of the fee simple title to any Unit, but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee, unless and until such mortgagee has acquired title pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure; nor shall the term "Owner" or "Unit Owner" mean or refer to any lessee or tenant of an Owner or Unit Owner.

2.20. "Person" shall mean and refer to an individual, firm, limited liability company, corporation, partnership, association, trust or other legal entity, or any combination thereof.

2.21. "Unit" shall mean and refer to a part of the Condominium Property designated and intended for independent ownership and commercial use regardless of type, having a direct exit to a Common Element leading to a public street or way or to an easement or right of way leading to a public street or way, and includes the proportionate undivided interest in the Common Elements assigned thereto in this Master Deed or any amendment thereof. A Unit is more particularly described in Article 4 of this Master Deed.

2.22. "Unit Deed" shall mean and refer to any executed deed of conveyance, in recordable form, of the fee interest in a Unit by its Owner.

Unless the context clearly indicates otherwise, all definitions set forth in N.J.S.A. 46:8B-3 are incorporated herein by reference and the definitions set forth above shall be used in conjunction therewith.

3. GENERAL DESCRIPTION OF CONDOMINIUM

The Condominium will include (a) the real property described in the Condominium Description; (b) the Units, including the buildings and improvements to the Units, now existing or to be constructed in the future as described graphically on the Condominium Plan; (c) the Common Elements, including the improvements now existing or to be constructed in the future, as described graphically on the Condominium Plan; and (d) all rights, privileges and appurtenances thereto belonging or appertaining. Said Condominium will contain four (4) Units. Each of the aforesaid Units has a numerical designation to identify its location and type, said designations being more particularly set forth in the Condominium Plan. All exhibits hereto are incorporated into this Master Deed as if fully set forth herein.

4. DESCRIPTION OF UNITS

4.1 The dimensions, area and location of the aforesaid Units within the Condominium are as shown graphically on the Condominium Plan. Each of the four (4) Units is described by metes and bounds respectively on Exhibits C-1, C-2, C-3 and C-4 attached hereto and made a part hereof (the "Unit Descriptions"). No Unit may be partitioned, subdivided or the subject of a sub-condominium regime without the prior written approval of the Board of Trustees.

4.2 The Grantor shall, upon the recording of this Master Deed, be the Owner of every Unit within the Condominium, including its appurtenant percentage interest in the Common Elements, regardless of type, and shall have the right to sell and convey, lease or otherwise dispose of each such Unit as it may deem appropriate in its sole discretion, subject to the provisions hereof.

4.3 Each of the four (4) Units shall include the parking and driveway areas depicted on the Condominium Plan (and the building improvements) upon such Unit, including but not limited to the roof, exterior siding, structural components, foundation, and all other improvements constituting the Unit. The maintenance, repair and replacement obligations with respect to each Unit shall be the responsibility of the Owner of such Unit except as otherwise set forth in Article 9 and subject to the obligations, restrictions, and limitations as set forth in this Master Deed and the By-Laws.

5. DESCRIPTION OF COMMON ELEMENTS.

5.1 Common Elements.

5.1.1 The ownership of the Common Elements is vested in all of the Owners subject to provisions hereinafter stated in this instrument. The dimensions, area and location of the Common Elements within the Condominium are as shown graphically on the Condominium Plan.

5.1.2 Each Owner or Occupant of a Unit may use (x) the Common Elements held in common in accordance with the purpose for which they are intended, or (y) the Common Area, without hindering or encroaching upon the lawful rights of the other Owners or Occupants.

5.1.3 The Common Elements shall not include any of the Units (or any parking areas or driveways located within a Unit). The interest in the 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 or the space within them. Where a utility company retains ownership of a utility pipe or line pursuant to a recorded Easement or written Agreement, that utility pipe or line will not be part of the Common Elements.

5.1.4 The undivided interest of an Owner in the Common Elements shall not be separately conveyed, transferred, alienated, or encumbered. The undivided interest shall be deemed to be conveyed, transferred, alienated, or encumbered with its respective Unit despite the fact that the description in the Instrument of conveyance, transfer, alienation, or encumbrance may refer only to the fee title to the Unit.

5.1.5 The Common Elements shall include, but not be limited to, the following:

(a) The internal roadway(s) shown on the Condominium Plan to the extent not located within and part of any Unit.

(b) All of the storm, sanitary sewer and water mains, lines and appurtenances, located on the Property;

(c) All walkways, shrubs, and grassy areas located on the Property to the extent same are not located within a Unit;

(d) Any easement or other right which now or hereafter may be granted for the benefit of the Owners for access to or use of the Common Elements not included within the Property or for any other purpose;

(e) Exterior lighting and other facilities necessary to the upkeep and safety of the Property to the extent same are not located within a Unit.

(f) Facilities or improvements outside the Units but upon the Property which are necessary or convenient to the existence, management, operation, maintenance and safety of the Condominium or normally in common use.

(h) Public connections and meters for gas, electricity, television, internet and cable and water (excepting therefrom such connections or meters located within a Unit and exclusively servicing that Unit).

(i) Any easement or other rights which now or hereafter be granted for the benefit of all of the Units for any purpose.

6. ESTATE ACQUIRED AND MEMBERSHIP INTEREST

6.1 The ownership of each Unit shall conclusively be deemed to include the respective undivided interest, as specified and established hereinafter, in the Common Elements. It is the intention of the Grantor hereby to provide that the undivided interest in the Common Elements shall be owned by the Owner of each Unit on a pro-rata basis as more particularly set forth on Exhibit F attached hereto. For the purpose of further clarifying the stated intent and 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 thereon are held or acquired as (1) the fee simple ownership of the Units, and (2) an undivided interest in the correlative Common Elements, all pursuant to the provisions of this Master Deed, the Condominium Act of the State of New Jersey and the restrictions, covenants, limitations and conditions herein set forth.

6.2 Percentage Interest – Common Elements. The undivided percentage interest in the Common Elements applicable to each Unit (the "Common Element Expense Percentage Interest") is designated in Exhibit F attached hereto and made a part hereof. The undivided Common Element Expense Percentage Interest in the Common Elements applicable to each Unit shall be used to allocate the burden of the Common Expenses, the division of proceeds, if any, resulting from casualty loss and eminent domain proceeding or any sale and the division of profit, if any, of the Common Elements. The Grantor, its successor and assigns and grantees covenant and agree that the undivided interest of the Owners 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 undivided interest shall be deemed to be conveyed, transferred, alienated or encumbered with its respective Unit despite the fact that the description in the instrument of conveyance, transfer, alienation or encumbrance may refer only to the fee title to the Unit.

6.3 Undivided Interest. Except as otherwise provided in this Master Deed, the respective undivided interest of the Owners in the Common Elements established and to be conveyed with the respective Units shall have a permanent character and shall not be altered or changed without the acquiescence of all of the Owners and any Eligible Mortgage Holder directly impacted by such alteration or change. Except as otherwise provided in this Master Deed, the proportionate interest of each Owner in the Association and any Common Elements owned by the Association shall be based upon the percentage of interest in the Common

Elements set forth in Exhibit F to this Master Deed. 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 in the Association, and any encumbrances upon any Unit shall be conclusively deemed to attach to all of the interest of the owner of said Unit.

6.4 No Partition. Subject to the provisions of the Condominium Documents and the New Jersey Condominium Act, the Common Elements shall remain undivided and no Owner(s) may bring any action for partition or division thereof. In addition, the applicable undivided percentage interest in the Common Elements, if any, shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even if such interest is not expressly mentioned or described in the conveyance or other instrument except as otherwise provided by law or in the By-Laws of the Association.

6.5 Membership in the Association; Voting. Upon acquiring a Unit, each Owner shall become a Member of the Association and shall be a Member for so long as such Owner shall hold legal title to its Unit, subject to all provisions of the Condominium Documents and the New Jersey Condominium Act, as same may now or hereafter be amended. Each Member of the Association shall be entitled to cast the votes allocated to such Member in all elections requiring the vote of the Members. Each Unit Owner as a Member of the Association shall be allocated one (1) vote, but in no event shall any Unit have more than one (1) vote associated with such Unit.

6.6 Compliance by Owners. Each Owner shall comply with, and shall assume ownership, occupancy, and use of the Unit subject to the laws, rules and regulations of governmental authorities having jurisdiction over the Condominium, and the provisions of the Condominium Documents, as well as any amendments or supplements to the foregoing. Failure to comply with any of the foregoing shall be grounds for commencement of an action for the recovery of damages, or for injunctive relief, or both, by the Association, or any Owner, in any court or administrative tribunal having jurisdiction against any person or persons, firm or corporation, violating or attempting to violate or circumvent any of the aforesaid, and against any Owner to enforce any lien established or contemplated by this Master Deed or any covenant contained herein. Failure by the Grantor, the Association or any Owner to enforce any covenant herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to thereafter enforce same.

6.7 Allocation of Casualty Loss and Eminent Domain Proceeds. The Common Element Expense Percentage Interest shall be used to allocate among the Units the proceeds, if any, resulting from a casualty loss or any eminent domain proceedings which affect any portion of the Common Elements. Subject to Section 6.2 hereof, all proceeds shall be paid to the Association.

7. ADMINISTRATION OF THE CONDOMINIUM PROPERTY

7.1 The Common Elements and, subject to Section 9.1.2, the Common Area of the

Condominium shall be administered, supervised and managed by the Association, which shall act by and on behalf of the Owners of the Units in the Condominium in accordance with this instrument, the By-Laws of the Association and in accordance with the Condominium Act of the State of New Jersey, its supplements and amendments. The said By-Laws form an integral part of this plan of ownership herein described and this instrument shall be construed in conjunction with the provisions of said By-Laws, a true copy of which are annexed hereto as Exhibit E. Pursuant to the requirements of the Condominium Act of the State of New Jersey, the 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 or incidental to the proper administration of the Condominium Property, the same being more particularly set forth in the By-Laws of the Association. The 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 owner or co-owners of Units in the Condominium Property.

7.2 Control of Association. The administration of the Association shall be by its Board of Trustees. The Grantor shall have the exclusive right to nominate and appoint the initial Trustees (as hereinafter defined) of the Board of Trustees until one (1) or more of the Units in the Condominium have been sold and conveyed. Thereafter, the Owner of each Unit (including without limitation, Grantor, until such time as Grantor no longer owns any Unit(s)) shall be entitled to appoint one (1) Trustee to the Board of Trustees, at such Owner's discretion, subject to the terms and conditions hereof. Notwithstanding anything contained herein to the contrary, as long as Grantor holds one or more Unit(s) for sale in the ordinary course of business, the Grantor shall be entitled to appoint one Trustee for each such Unit. In the event that the Grantor holds any Unit that is not offered for sale in the ordinary course of business then for purposes of such Unit, the Grantor shall be deemed an "Owner other than the Grantor". At all duly convened meetings of the Board of Trustees, a Majority of the Board of Trustees shall constitute a quorum for the transaction of business except as otherwise expressly provided in this Master Deed, the By-Laws or by the Condominium Act, and the acts of the Majority of the Board of Trustees present at such meeting at which a quorum is present, shall be deemed the acts of the Association. References to actions of the Association shall mean such acts as determined by the Majority of the Board of Trustees at a duly convened meeting of the Board of Trustees.

7.2.1 Voting. All references to actions of the Association shall mean such acts determined by the Majority of the Trustees at a duly convened meeting of the Board of Trustees, except to the extent set forth herein to the contrary.

7.3 Number of Trustees. The Board of Trustees shall be governed by a Board of four (4) Trustees.

7.4 Maintenance Assessments - Common Elements/Common Area:

7.4.1 Common Expense. It shall be an affirmative and perpetual obligation of the Board of Trustees to prepare an annual budget for the maintenance and operation of the Common Elements and Common Areas and fix an annual common expense assessment (the "Common Expense Assessment") in an amount at least sufficient to maintain and operate the

Common Elements in accordance with the budget and as contemplated by this Master Deed and the By-Laws and as required by the Condominium Act. The amount of monies for Common Expenses of the Association deemed necessary by the Board of Trustees and the manner of expenditure thereof shall be a matter for the sole discretion of the Board of Trustees, provided all Units are treated equitably.

7.4.2 Annual Common Expense Assessments. The Common Expense Assessment shall be made for each calendar year and shall be payable in monthly installments due on the first day of each month. The Board of Trustees shall cause to be prepared annually at least thirty (30) days in advance of the due date of the first Common Expense Assessment installment, an annual budget for the maintenance and operation of the Common Elements and Common Areas and the annual Common Expense Assessment applicable thereto, and a list of the Units according to the names of the Unit Owners, which list shall be kept in the office of the Association, and which list shall be open to inspection, upon request, by any Unit Owner. Written notice of the Annual Common Expense Assessment shall be sent by mail or delivered to every Unit Owner, as more particularly described in the By-Laws. If any annual Common Expense Assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior year's assessment, increased by one and one-half percent (1.5%) and any installments of such annual assessments shall be due upon each installment payment date until a new annual Common Expense Assessment is made.

7.4.3 Amended Common Expense Assessment, Emergency Assessment and Special Common Expense Assessment. In the event the annual Common Expense Assessment proves to be insufficient, the budget and assessment may be amended at any time by the Board of Trustees (an "Amended Common Expense Assessment"); provided that nothing herein shall serve to prohibit or prevent the Board of Trustees from imposing an assessment in the case of any imminent need or emergency (an "Emergency Assessment"). Written notice of any such amendment to the Common Expense Assessment (or the levying of an Emergency Assessment) shall be sent by mail or delivered to every Owner, as more particularly described in the By-Laws. In addition to the annual Common Expense Assessment hereinbefore authorized, the Board of Trustees may levy, in any assessment year, a Special Common Expense Assessment, for the purpose of defraying in whole or in part, the cost of any unexpected repair, replacement, restoration or a described capital improvement upon or to the Common Elements not determined by the Board of Trustees to constitute an emergency or immediate need but for which funds held in reserve are inadequate or for any other lawful purpose. Written notice of such special assessment shall be sent by mail or delivered to every Owner, as more particularly described in the By-Laws. The due date(s) of any special assessment, or any installment(s) thereof, shall be fixed in the resolution authorizing such special assessment.

7.4.4 Liability for Assessments. Every Owner, by acceptance of a Unit deed or other conveyance for a Unit, whether or not it shall be so expressed in any such Unit deed or other conveyance, shall be deemed to covenant and agree to pay to the Association such sums, by way of Annual Common Expense Assessments, Amended Common Expense Assessments, Emergency Assessments, Special Common Expense Assessments, Remedial Assessments (as defined in Section 7.7), Temporary Tax Assessments (as defined in Section 7.6) and Miscellaneous Assessments (as defined in Section 7.8) (individually and collectively referred to as the "Assessment(s)") contemplated herein or in the By-Laws. Upon the conveyance of title to a Unit, the portion of the then current Assessment payable by the new Unit Owner shall be an amount which bears the same relationship to the Assessment as the remaining number of months in the then current Assessment period bears to twelve, subject to apportionment on a pro-rata basis based on the number of days in said month. Such first Assessment or portion thereof for which a new Unit Owner is liable shall be immediately due upon the closing of title to the purchaser.

7.4.5 Acceleration. If any Assessments and related charges or any part thereof due from an Owner remain delinquent and unpaid for a period greater than ten (10) business days following the due date to pay to the Association any such Assessment (the "Outside Date"), and following written notice thereof from the Association, any such Assessment or related charges remain delinquent for an additional fifteen (15) business days following delivery of such notice, a late charge in an amount equal to five (5%) percent of the delinquency shall be assessed against that Unit Owner and shall be deemed part of said Assessment. Interest at the annual rate of twelve (12%) percent (the "Default Rate") shall accrue on the delinquency until paid which interest shall be deemed part of the Assessment. If an Assessment and related charges or any part thereof due from an Owner remain delinquent and unpaid for a period in excess of ten (10) business days from the Outside Date, a "Notice of Delinquency" may be given to that Owner which shall state that if the Assessment or charge remains delinquent for more than fifteen (15) business days from the date of the Notice of Delinquency, the Association, in addition to exercising all other remedies under this Master Deed and at law, may accelerate and declare immediately due all of that Owners monthly installments of Assessments which are unpaid for that fiscal year. If an Owner fails to pay all Assessments and related charges currently due within fifteen (15) business days of the date of the Notice of Delinquency, the Association, in addition to exercising all other remedies under this Master Deed and at law, may then accelerate and declare immediately due and payable all Assessment installments for the remainder of that fiscal year, upon delivery of written notice to the delinquent Owner. That Owner shall thereby lose the privilege of paying any Assessments in monthly installments for that fiscal year.

7.4.6 Claim of Lien. No Owner may waive or otherwise avoid liability for Common Expenses by non-use of the Common Elements. Each such Assessment shall be a continuing lien upon the Unit against which it was made and shall also be the joint and several personal obligation of such Owner at the time when the Assessment fell due, and of each subsequent Owner of such Unit, together with such interest thereon and cost of collection thereof (including reasonable attorney's fees). The Association shall effect its lien for unpaid Assessments including those charges and expenses incurred by the Association in attempting to collect the monthly maintenance fees by recording in the Office of the Clerk of Hudson County, a "claim of lien" stating the description of the Unit in default, the name of the Owner, the amount of the unpaid Assessment due and the date when due. Said "claim of lien" shall be signed by an officer or agent of the Association. 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. 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 By-Laws and Rules and Regulations of the 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 to be bound thereby.

7.4.7 Liability For Liens. Upon any voluntary conveyance of a Unit, the grantor and grantee of such Unit shall be jointly and severally liable for all unpaid Assessments pertaining to such Unit duly made by the Association or accrued up to the date of such conveyance, without prejudice to the right of the grantee to recover from the grantor any amounts paid by the grantee, but the grantee shall be exclusively liable for those accruing while such grantee is the Owner. Any Owner or any purchaser of a Unit prior to completion of a voluntary sale may request 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) business days after request therefor. The Association shall be entitled to charge any Owner or purchaser of a Unit a reasonable fee for the preparation of said statement. Eligible Mortgage Holder may request a similar statement with respect to such Unit. Any person other than the Owner at the time of issuance of any such statement shall be entitled to rely thereon and its liability shall be limited to the amounts set forth in such statements.

7.4.8 Intentionally Omitted.

7.4.9 Sheriff's Sale. A Unit may be sold by the sheriff on execution, free of any claim not a lien of record, for 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 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 Owners 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, its successors and assigns.

7.5. Intentionally Omitted.

7.6. Property Taxes; Temporary Tax Assessment. All property taxes, payment in lieu of taxes, special assessments, municipal service charges and any other charges imposed by any taxing authority are to be separately assessed against and collected on each Unit as a single parcel as provided in the New Jersey Condominium Act. In the event that for any year such taxes are not separately taxed on the Property as a whole, the Association shall pay the New Jersey real property taxes assessed against the Condominium property and shall levy a supplemental assessment promptly upon receipt of tax bills payable by the Unit Owners, which supplemental assessment shall be allocated and assessed against each Unit in accordance with its proportionate undivided percentage interest in the Common Elements. Taxes shall also include any assessments rendered pursuant to a Special Improvement District ("SID"), it being acknowledged by each Unit Owner that the Property will be subject to the SID if implemented by the City of Bayonne. Notwithstanding anything to the contrary contained herein, as of the date hereof, that certain Financial Agreement for Long Term Tax Exemption between the City of Bayonne and Grantor dated October 11, 2017 (a copy of which has been provided to all Unit Owners) (together with any supplements, amendments and/or replacements thereof, collectively, the "Financial Agreement") and each Unit Owner shall be responsible to pay its share (based on each Unit's respective percentage interest in the Common Elements) of the payment due under the Financial Agreement. Upon the expiration or earlier termination of the Financial Agreement, and to the extent that the Units are not separately assessed, then each Unit Owner shall pay its share of all applicable property taxes based on each Unit's respective percentage interest in the Common Elements. Upon the expiration or earlier termination of the Financial Agreement, if the Units are separately assessed then each Unit Owner shall be responsible to pay the entire amount of the real property taxes levied against its respective Unit. Nevertheless, each Unit Owner shall be responsible to pay its share of the real property taxes levied against the Common Elements, if any, based on each Unit's respective percentage interest in the Common Elements.

7.7 Remedial Assessment. In addition to the other Assessments herein authorized, the Board may levy a remedial assessment (the "Remedial Assessment") against any individual Unit whenever required or permitted to do so by the provisions of Article 9 regarding maintenance and repair of the Units for which the Unit Owner is responsible, but which are performed by the Association. The Board may also provide by its Rules and Regulations for ordinary maintenance and minor repairs and replacements to be furnished to the Units by Association personnel or representatives and charged as a Remedial Assessment.

7.8 Miscellaneous Assessment. Any and all reasonable fines, late charges, costs of collection (including reasonable attorneys' fees), interest on unpaid Assessments, membership fees, escrow deposits or any other sums required to be paid to the Association by a Unit Owner(s) by the provisions of this Master Deed, By-Laws and Rules and Regulations of the Association or any duly adopted Resolution of the Board of Trustees, shall be deemed "Miscellaneous Assessments" which each Unit Owner has covenanted and agreed to pay according to the provisions of this Master Deed and for which such Unit Owner is liable, and shall be collectible by the Association in the same manner as other Assessments pursuant to the provisions hereof and N.J.S. 46:8B-21.

7.9 Management Contract. The Association may employ by contract or otherwise, a manager or managing agent (the "Manager") to oversee, supervise, and carry out all or some of the responsibilities of the Association. The Unit Owners acknowledge that (x) Grantor has retained, on behalf of the Association, RD Management LLC, a Delaware limited liability company, an affiliate of the Grantor, as the initial Manager, in order to carry out the administrative responsibilities of the Association, and (y) the Manager is hereby authorized to perform, on behalf of the Association, the Association's duties hereunder. Except as expressly set forth herein to the contrary, the contract (the "Management Agreement") between the Association and RD Management LLC provides for an initial term of one (1) year, which shall automatically renew on an annual basis (as more particularly set forth in the Management Agreement).

8. EASEMENTS

8.01 Each Unit Owner, its successors and assigns, including without limitation each owner of a Unit shall have the following perpetual easements with respect to the Condominium Property:

(a) As to the Common Elements and the Common Area:

(i) A non-exclusive easement in, upon, over, under, across and through the Common Elements and Common Area, to keep, maintain, use and operate its Unit;

(ii) A non-exclusive easement for ingress and egress to its Unit in, upon, under, over, across and through the Common Elements and Common Area, including all parking lots and drive aisles within the Condominium Property;

(iii) An easement in common with the Owners of all other Units to use all sewage treatment and disposal systems, septic fields, water supply and filtration systems, pipes, wires, ducts, cables, conduits and public or private third party utility lines, servicing all of the Units located on, in or beneath the Condominium, or in any of the other Units and serving its Unit;

(iv) A perpetual and non-exclusive easement in, over and through the Common Elements and the Common Area of the Condominium and to use the driveways, walks and other common facilities within the Condominium subject to the right of the Board of Trustees to:

(x) promulgate Rules and Regulations for the use and enjoyment thereof; and

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

(v) A non-exclusive easement for access to or use of the Common Elements and the Common Area, but not for any purpose prohibited by the Condominium Documents or which will unreasonably interfere with the use and enjoyment of any Unit which easement is for the benefit of all Unit Owners; and

(vi) A perpetual, blanket and non-exclusive easement in, upon, over, under, across and through the Property for surface water runoff and drainage caused by natural forces and elements, grading, and/or the improvements located upon the Common Elements. No Unit Owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems within the Property except that the provisions of this section shall not prevent a Unit Owner from constructing (or causing the construction of) any improvements and buildings shown on the Condominium Plan and any subsequent amendment thereto;

(vii) To the extent permitted by law, the Board of Trustees, when authorized by a vote of the Majority of the aggregate votes held by the Unit Owners in good standing at a meeting duly called for such purpose, may grant easements and re-locate easements for the installation of utilities, improvement of the Condominium and similar purposes.

8.02 Cross Access/Cross Parking. In addition to any other easements granted hereunder, every Unit Owner is hereby granted the following non-exclusive easement in, on, over, under and upon the Common Elements and the Common Area on the other Units which shall be for the benefit of all Unit Owners, their Occupants, and their respective employees, agents, customers, contractors, guests and their invitees, for all customary purposes including, but not limited to, pedestrian and vehicular ingress, egress, passage and delivery between Units and from each Unit to the public street, and parking (see Exhibit G-1 re parking). In furtherance of the foregoing, and notwithstanding anything in this Master Deed to the contrary, no Unit Owner shall do (or permit any of its Occupants to do) anything on its Unit that unreasonably impedes pedestrian and vehicular traffic between and among the Units and the parking of passenger vehicles.

8.03 Association Easements. The Association through the Board of Trustees or any manager or managing agent shall have the following easements with respect to the Common Area:

(a) A blanket, perpetual and exclusive easement for the maintenance, installation, repair and replacement of (i) the Common Elements and, subject to Section 9.1.2, the Common Area, (ii) all of the storm, sanitary, sewer and water mains, lines and appurtenances located on the Property and all walkways, shrubs, and grassy areas located within the Common Elements and/or Common Area, and (iii) the monument signage and related plantings if any, at the main entrance to the Property;

(b) A blanket, perpetual and non-exclusive right of access to each Unit, if required (i) to inspect same, if there is reasonable cause to believe that there are violations of the provisions of the Condominium Documents or applicable law which will adversely impact upon other Units, their Owners or the Property, (ii) to remedy any violations of the provisions of the Condominium Documents, and (iii) to perform any operations required in connection with the maintenance, repairs or replacements of or to the Property for which the Association is responsible, or any equipment, facilities or fixtures affecting or serving other Unit(s) or the Property; provided that requests for entry to any Unit are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not;

(c) A non-exclusive and perpetual easement for the use of (i) roadways and driveways located in the Common Elements and/or Common Area for ingress and egress thereto and (ii) any roadways, curbs, sidewalks and driveways within the Common Elements and/or Common Area, which easement shall be for the benefit of the Association and the Unit Owners together with their respective invitees.

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

(e) A perpetual, blanket and non-exclusive easement in, upon, over, under, through and across the Common Elements and/or Common Area for ingress and egress to, and for the installation, construction, use, maintenance, repair and replacement of pipes, wires, ducts, cables, conduits, public utility lines, television systems, master antenna facilities, water and sewer systems to serve all or any portion of the Condominium.

The Association shall have the right to grant easements to public or quasi-public utility suppliers over and across the Common Elements, Common Area and the Units but excluding the area of a Unit improved with a building, and provided same do not unreasonably interfere with the use of the Common Elements, Common Area or any Unit for the installation, maintenance, repair and replacement of utility lines, cables, pipes and appurtenances necessary for the development and the use and occupancy of the Condominium as a commercial condominium. The Association shall also have the right to create easements over and across the Common Elements and/or Common Area for storm water and sanitary sewer pipes, conduits and improvements for the functioning of the storm water and sanitary sewer systems; and, for the fire suppression water service for the Condominium.

8.04 Governmental Easements.

The Common Area shall also be subject to the following easements:

(a) A blanket, perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, across and through the Common Elements and Common Area to the City of Bayonne, its respective officers, agents and employees (but not the public in general) and all police, fire, and ambulance personnel in the proper performance of their respective duties (including, but not limited to, emergency or other necessary repairs to a Unit which the Unit Owner has failed to perform), and for repair and maintenance of the Common Elements and/or Common Area. Except in the event of emergencies, the rights accompanying the easements provided for in this Section 8.04 shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with permission of the Owner(s) directly affected thereby;

(b) A perpetual, blanket and non-exclusive easement in, upon, over, under, across and through the Common Elements and/or Common Area to the City of Bayonne, its respective officers, agents, and employees (but not the public) for surface water runoff and drainage caused by natural forces and elements, grading, and/or the improvements located upon the Property. No individual Owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems within the Condominium.

8.05. Utility Easements.

The Property shall also be subject to the following easements: a blanket, perpetual and non-exclusive easement in, upon, over, under, across and through the Property shall exist for the purpose of the installation, maintenance, repair, service and replacement of all sewer, water, power and telephone pipes, lines, mains, conduits, poles, transformers, meters, cable television systems or master television antennas, and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility systems serving the Property, which easement shall be for the benefit of any governmental agency, utility company or other entity which requires same for the purpose of furnishing one or more of the foregoing services and to enter the Property or any Unit to read utility meters.

8.06. Record Easements. The Condominium shall be subject to all easements and other matters of record affecting the Property and recorded prior to the recordation of this Master Deed.

8.07. Responsibility for Damages. In the event that any easement rights set forth in this Article 8 are exercised, the person or entity exercising such rights shall be responsible for the repair of any damage or liable for any personal injury or property damage arising directly or indirectly from its use or maintenance of the easement area.

8.08. Consent. In the event that the Grantor and/or Association determines that an easement must be placed in, upon, over, under, across or through any Unit, any such easement shall be subject to the applicable Unit Owner's prior consent, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing or anything to the contrary in this Master Deed, from and after the date the LAF Lease (as defined in Exhibit G-1), is executed and until such time as the LAF Lease term expires or otherwise terminates, then, in no event shall any of the easements created by and/or referenced in this Master Deed (i) be located under or within the building leased by LA Fitness (as defined in Exhibit G-1), nor (ii) interfere with LA Fitness' use of parking spaces located on Unit 1 nor use of driveways and/or drive aisles within the Condominium Plan, nor (iii) overburden use of the parking spaces within Unit 1.

9. MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES, UTILITIES.

9.1 Unit Obligations. The Owner of each Unit is bound to promptly furnish, perform and be responsible for, at its own cost and expense, all of the maintenance, repairs, and replacements to the exterior and interior of its Unit (other than the Common Elements and Common Area), with the same quality as established by the Grantor. Subject to Section 9.1.2 the Association shall be responsible for all of the maintenance, repairs, and replacements of the Common Elements and the Common Area (including clearing of snow ice and debris and landscaping) in a first class manner consistent with the ownership and operation of a first-class retail shopping center, and with the same quality as established by the Grantor. Any and all expenses reasonably incurred by the Association pursuant to the foregoing provisions shall be deemed Common Expenses. If a Unit Owner fails to perform its maintenance, repair and replacement obligations to its Unit as provided hereunder, the Association may do so on such Unit Owner's behalf and charge the reasonable expense thereof to the Unit Owner as a Remedial Assessment. The Association may also, at its option, effect emergency repairs (or, upon prior notice, other necessary repairs) which a Unit Owner has failed to perform within its Unit as required hereunder, and such Unit Owner shall reimburse the Association for all costs and expenses incurred therewith.

9.1.1 Restoration – Units. (a) In the event of fire or other disaster or casualty or any other events resulting in damage to a Unit, each Unit Owner may elect to reconstruct or replace the Unit to substantially similar design, size and configuration that existed immediately prior thereto, subject to the height and size restrictions set forth in this Master Deed. The net proceeds collected from the insurance policies maintained by the Unit Owner under Section 21.3 shall be made available for the purpose of restoration or replacement of the damage to the Unit. In such event, the Owner of the affected Unit shall promptly remove all casualty debris from its Unit and commence the reconstruction of the Unit or, to the extent same affected leasable building areas within such Unit, removal of all debris therefrom and clearing the surface to a sightly condition.

(b) In the event the applicable Unit Owner elects to forgo reconstructing or replacing its Unit pursuant to clause (a) above, said Unit Owner shall raze the existing improvements, and clear, grade and seed the former location of the damaged improvements and the Common Elements appurtenant thereto in a manner reasonably acceptable to the Association.

9.1.2 Maintenance and Repair of Unit 4. Notwithstanding anything else set forth herein to the contrary, so long as the Owner of Unit 4 is Lidl US Operations, LLC, the Owner of Unit 4 shall maintain and repair, at its cost, the Common Areas within its Unit except that the Association shall, or shall cause the Manager, to, repair and maintain the following: landscape maintenance; snow removal; Common Area lighting, including without limitation, parking lot lighting; and signage repair/maintenance. Upon written request, Lidl shall deliver reasonable documentation evidencing any of its costs and expenses incurred with the foregoing. Notwithstanding the foregoing or anything herein to the contrary, in the event Lidl fails to maintain its Common Areas, then upon written notice to Lidl (except that no notice shall be required in the case of an emergency), the Association shall, or shall cause the Manager, perform any such maintenance and repair obligations.

9.2 Responsibility of the Association. Pursuant to Section 7.9 hereof, the Association has authorized the Manager to carry out the Association's maintenance, repair and replacement responsibilities that are required for the functioning of the Common Elements and the Common Area, subject to the Association's receipt of the monies due in respect of the payment of Common Expenses from all Unit Owners as more particularly set forth herein, unless the money due is owed with respect to a Unit owned by an entity affiliated with Giuseppi Forgione or the Manager.

9.2.1. Restoration of Common Elements. In the event of fire or other disaster or casualty resulting in damage to the Common Elements or the Common Area, the net proceeds collected from any of the insurance policies maintained by the Association under Section 21.2 shall be made available for the purpose of restoration or replacement of the damage to the Common Elements or the Common Area, as applicable. Where the net insurance proceeds received are insufficient to cover the cost of reconstruction or replacement, the restoration or replacement costs shall be paid by Special Assessment imposed upon the Unit owners in accordance with Section 7.4.3. Such Assessment 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, adopted subsequent to the date on which the fire or other disaster or casualty occurred.

9.3 Standard of Care. The Association, or its designated Manager, shall maintain the Condominium Property in a good state of repair as more particularly set forth in Section 9.1 hereof. The Association shall establish reasonable rules, regulations and specifications for the maintenance and repair of the Common Elements and Common Area located within the Condominium Property. Except as provided herein to the contrary, all expenses incurred in connection with the foregoing shall be deemed Common Expenses.

9.4 Damage Due to Negligence, Omission or Misuse. If, due to the negligent act or omission of or misuse (whether authorized or unauthorized by the Unit Owners) by a Unit Owner, its agents, representatives or invitees, and/or Occupants, damage shall be caused to the Common Elements, or to a Unit owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, the Unit Owner so responsible shall pay for such damage as a Remedial Assessment and, in addition, be liable for any damages, liability, cost, and expense, including attorneys' fees, caused by or arising out of such circumstances; and such maintenance, repairs, and replacements to the Common Elements or the Units shall be subject to the By-Laws and the Rules and Regulations.

9.5 Utility Accounts. Each Unit is separately metered for electric (including the parking lighting located within a Unit) and gas. Each Unit Owner shall be responsible for setting up (or shall cause its Occupant(s) to set up) an account or accounts with the servicing electricity and natural gas utility company for the provision of electrical service and natural gas to the Unit (including the electrical service for the lights in the parking areas located within the Unit) and each Unit Owner shall pay (or cause its Occupant(s) to pay) said electrical and natural gas utility company directly for the costs of electricity and natural gas consumed by the Unit Owner or Occupant(s) in the Unit. Each Unit Owner shall be billed directly (or cause its Occupant(s) to be billed directly) by the servicing sewer and water utility authorities for sewerage and water consumption based upon the regulations of said sewerage utility company or water company. In the event a Unit Owner desires cable television or internet service or any other utility service not referenced above, the Unit Owner shall be responsible to pay for the installation of such service(s) and set up (or shall cause its Occupant(s) to set up) accounts for such service and the provision of the payment of all services provided by said cable television, internet company or other utility company.

10. DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS

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

10.1. Use of Units. Each Unit shall be used for lawful purposes. The use of any Unit shall be limited by and subject to the restrictive covenants applicable to the Property set forth in the Declaration of Restrictive Covenants dated April 18, 2018 and recorded in the Office of the Hudson County Register on May 18, 2018 in Book 9307 at Page 638, a copy of which is annexed hereto as Exhibit G. The use of any Unit shall also be subject to the use covenants and restrictions set forth on Exhibit G-1, Exhibit G-2, Exhibit G-3, Exhibit G-4, Exhibit G-5 and Exhibit G-6 annexed hereto, and each Unit Owner hereby agrees to abide by the covenants and restrictions set forth therein.

10.2. No Obstructions. There shall be no obstruction of the Common Elements nor shall anything be stored in or upon the Common Elements without prior written consent of the Association, which consent shall not be unreasonably withheld to the extent such obstruction is temporary and is necessary to accommodate the construction of the improvements within a Unit. The parking areas and driveways located within a Unit shall not be obstructed or used for any purpose other than parking and ingress to and egress from the Units.

10.3 Buildings. The buildings shown on the Condominium Plan shall be constructed substantially in accordance with said Condominium Plan, except that the building and parking areas located upon Unit 2 and Unit 4 as shown on the Condominium Plan may be modified and reconfigured to allow for a multi-tenant building, provided that same complies with applicable law and codes. Notwithstanding the foregoing, each of Grantor and the Association agree and acknowledge that so long as LA Fitness constructs its "Building" (as defined in the LAF Lease) substantially in accordance with the terms and conditions of the LAF Lease, including without limitation the Work Letter (attached to the LAF Lease as Exhibit C) and LA Fitness' plans and specifications, the LA Fitness "Building" shall be deemed to be in compliance with this paragraph.

10.4. Governmental Compliance. Each Unit Owner and all occupants thereof shall, in the use and occupancy of the Unit, conform to all applicable laws, orders and regulations of the federal, state and municipal governments or any of their departments.

10.5. Planting, Gardening and Fences. No planting or gardening shall be done, and no fences, hedges, or walls shall be erected or maintained upon the Common Elements, except such as have been installed in accordance with the initial construction of the Units located thereon or as approved by the Association or as required by applicable laws governing same. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit and protection of all Unit Owners. The Association shall have the obligation to maintain the Common Elements in a first class manner, consistent with the quality initially established by the Grantor herein.

10.6. Signs. All signage to be installed by a Unit Owner within its Unit shall comply with applicable laws governing such signage; provided however that no Unit Owner or Occupant shall be entitled to obtain signage approval or permits for more than its allotted signage space permitted by applicable law, as same may be amended from time to time, and in accordance with Exhibit H attached hereto. There shall be no flashing, animated, or moving signs of any type nor shall box signs be permitted unless specifically approved by the Association. All signage shall be (x) professionally prepared, and (y) be subject to the prior written consent of each of the Association and Grantor (until such time as Grantor no longer owns a Unit), such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing or anything to the contrary in this Master Deed (including, without limitation, the following paragraph), all of LA Fitness' signage (including without limitation, building signage, pylon/monument signage, directional signage and temporary signage) permitted by the LAF Lease are deemed approved by the Association and Grantor.

With respect to the pylon or monument signs located in the Common Elements, the Association shall have the right to manage and impose reasonable requirements regarding the use of such signage, including without limitation, the reasonable allocation of and placement of logos and other name plates on such pylon and mounted signs. For avoidance of doubt, no Unit Owner may erect a pylon or monument sign on or within its Unit. Notwithstanding anything to the contrary contained herein, the top panel position on both sides of each multi-tenant pylon sign shall be allocated to Unit 1. The second panel position on both sides of each multi-tenant pylon sign shall be allocated to Unit 4. So long as New Jersey CVS Pharmacy, L.L.C., as tenant (together with its affiliates, successors and/or assigns, including any permitted subtenant) is operating within its Unit pursuant to CVS's lease, the remaining panel positions on both sides of each multi-tenant pylon sign shall be allocated to Unit 2; notwithstanding the foregoing, in the event that that CVS's lease is terminated, the remaining panel positions on both sides of each multi-tenant pylon sign shall be allocated to Unit 2 and Unit 3, and the owners thereof shall jointly determine the allocation of same between their Units. Each Unit Owner shall be responsible for, and bear the cost of, installing and maintaining its sign panels. The common cost of maintaining and lighting the pylon signs shall be proportionately charged in accordance with each Unit Owner's respective percentage interest in the Common Elements by the Association to such Unit Owners to whom a panel has been allocated.

10.7 Use of Common Elements. Each Unit Owner and each Occupant may use the Common Elements 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.

10.8 Access to Units. That the 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 or Common Areas therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Elements or Common Areas or to another Unit or Units, provided that reasonable notice shall be given in advance except in case of emergency and such access shall not unreasonably interfere with the use and business operation conducted on and at such Unit.

10.9 Rules and Regulations. In order to secure compliance with the within restrictions of the Association and Rules and Regulations as adopted by the Majority of the Board of Trustees at a duly convened meeting of the Board of Trustees, the following powers and procedures are hereby granted to the Board of Trustees as additional power of enforcement of said restrictions: The Board of Trustees may take disciplinary action against any Unit Owner for breach of any covenant or restriction as provided herein. Prior to any disciplinary action being taken, the Unit Owner against whom such action is proposed to be taken shall be entitled to a hearing before the Board of Trustees. Said hearing shall be held at least five (5) days after mailing of written notice of the time and place thereof and the nature of the breach charged against said Member. A Unit Owner shall have the right to appear at said hearing in person and to be represented by counsel and present evidence in its behalf. At the conclusion of the hearing and in any event not later than ten (10) days thereafter, the decision of the Board of Trustees (as determined by the Majority of the Board of Trustees at the hearing) shall be rendered in writing with a copy to be delivered personally or by certified mail to the Member involved, setting forth the determination of the Board of Trustees with respect to the breach of restriction as charged and the disciplinary action to be imposed, if applicable. In addition to the remedies specified herein, a Unit Owner shall be liable to the Association for all attorney's fees incurred in enforcing the within Rules and Regulations.

Notwithstanding the foregoing or anything to the contrary in this Master Deed or the By-Laws, if any proposed revision to the Rules and Regulations promulgated by the Association shall have a material adverse effect on any Unit Owner, its Unit and said Unit's appurtenant interest in the Common Elements, then same shall require the affirmative vote of said Unit Owner. For the avoidance of doubt, and notwithstanding anything to the contrary in the Master Deed, these By-Laws or the provisions of New Jersey law, no Unit Owner (and/or its mortgagee, if any) shall have the right under this Section to object to any revisions to the Rules and Regulations which are (x) required by law, (y) required by the Financial Agreement, or (z) arise due to an emergency, and with respect to any such acts of the Board of Trustees made in respect of clauses (x), (y) or (z) hereof, the acts of the Majority of the Board of Trustees shall be considered the acts of the Board of Trustees.

10.10 Covenants Binding. The present title to the Property, 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 By-Laws and Rules and Regulations of the Association and will comply therewith. The covenants, agreements and restrictions set forth herein shall run with the land and shall be binding upon Grantor, its successors and assigns and by all persons claiming by, through or under Grantor, their heirs, executors, administrators and assigns.

10.11 Severability. 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 provisions, condition, covenant or restriction thereof subsequent to the recording of this instrument, are adjudicated 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.

10.12. Officers and Trustees. The Officers, Trustees, Members or employees of the Association and the Grantor may be identical, and the fact that the Grantor or its nominees, have heretofore or may hereafter enter into agreements with the Association or with third parties, will not invalidate any such agreements and the Association and its Members, from time to time, will be obligated to abide by and comply with the terms and conditions thereof. The purchase of a Unit, and the acceptance of the deed therefor by any party, shall constitute the ratification, confirmation and approval by such purchaser, its heirs, legal representatives, successors and assigns, of the propriety and legality of said agreements or said agreement, or any other agreements authorized and permitted by the New Jersey Condominium Act, this Master Deed, the Articles of Incorporation or the By-Laws.

10.13 Captions. The captions set forth in the Declaration are for purposes of reference only and are not to be utilized in interpreting the restrictions set forth herein.

10.14 Leasing. Subject to the provisions hereof, any Unit Owner shall have the right to lease all or a part of its Unit.

10.15 City of Bayonne. In the event the Condominium is not maintained in reasonable order and condition, the City of Bayonne may have the right to enter upon and maintain the Condominium in accordance with the procedures set forth in N.J.S. 40: 55D-43(b). The cost of such maintenance by the City of Bayonne shall become a Remedial Assessment, and shall be enforceable by the City of Bayonne in the manner provided by law with respect to real estate taxes assessed directly against each such Unit.

10.16 No Parking in Fire Zones. All internal driveways in the Condominium, other than designated parking areas, may be marked no parking zones. The Association may request the municipality to enforce the no parking restrictions throughout the Condominium.

10.17 Actions by Unit Owners. The Association shall develop procedures whereby Unit Owners may bring grievances against other Unit Owners for violations of this Master Deed, the By-Laws and the Rules and Regulations of the Association. The Association shall also develop and maintain a procedure whereby the Unit Owners may bring grievances against the Association to the Board of Trustees. Such procedures are set forth in the By-Laws.

11. CONDEMNATION

11.01 General. This Section shall be deemed to be supplemental to and not in derogation of the provisions of N.J.S.A. 46:8B-25.

11.02 Notice and Participation of Owners. If any of the Common Elements or any part thereof 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.

11.03 Allocation of Awards. Any awards made in connection with the Common Elements in such proceedings shall be collected by the Association and applied or distributed by it in accordance with Section 6.7, unless the award or decree expressly provides to the contrary. If a part of the Common Elements is acquired by eminent domain, the award must be paid to the

Association unless the decree provides that the Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Owners affected in proportion to their respective damage suffered and their respective percentage interest in the Common Elements before the taking on an equitable basis.

11.04 Re-Allocation Following Condemnation.

(a) Units Rendered Untenantable. Upon acquisition by the condemning authority which renders all or substantially all of a Unit untenantable or inaccessible for the permitted uses hereunder or has a material, adverse impact on the operations of such Unit Owner, each affected Unit's entire percentage interest and its corresponding liability for payment of Common Expenses shall be automatically reallocated to the remaining Units on the same basis as their respective percentage interests and liability for payment of Common Expenses, respectively, were initially established. The Association shall promptly prepare, execute, and record an amendment to this Master Deed reflecting the reallocations.

(b) Portion of Units Remaining Tenantable. Upon acquisition by the condemning authority of a portion of a Unit which leaves the remainder of the Unit tenantable and accessible for the permitted uses hereunder, the percentage interest of each affected Unit and its corresponding liability for payment of Common Expenses shall remain unchanged despite the partial taking.

(c) If a part of the Common Elements is acquired by eminent domain, the award must be paid to the Association, and unless the decree provides otherwise, the Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Unit Owners affected in proportion to their respective damage suffered and their respective percentage interest in the Common Elements before the taking on an equitable basis.

(d) If all of the Common Elements are acquired by eminent domain, the award must be paid to the Association and unless the decree provides otherwise, the Association shall divide the award among all Unit Owners in accordance with their respective percentage interests in the Common Elements.

12. PROTECTIVE PROVISIONS FOR THE BENEFIT OF ELIGIBLE MORTGAGE HOLDERS

12.1 Despite anything to the contrary in this Master Deed or the By-Laws or Articles of Incorporation, the following shall apply with respect to each mortgagee having an interest in the Condominium or a Unit therein, but such mortgagee's rights under this Section shall only apply to the Unit encumbered by such mortgagee:

The prior written approval of the all of the Eligible Mortgage Holders directly affected by any material change to this Master Deed or the By-Laws is required. A change to the following would be considered as material:

(i) material imposition of any further restrictions on the leasing of Units other than as set forth herein;

(ii) material imposition of any restrictions on a Unit Owner's right to sell or transfer its Unit, but only to the extent such Unit is encumbered by an Eligible Mortgage Holder's lien;

(iii) material adverse modification of a Unit Owner's voting rights;

(iv) any action to terminate the legal status of the Property after substantial destruction or condemnation occurs; or

(v) any material adverse change to the provisions that expressly benefit Eligible Mortgage Holders.

An Eligible Mortgage Holder who receives a written request pursuant to the provisions of this subsection 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.

12.2 Any Eligible Mortgage Holder (i) shall upon request, on no less than ten (10) business days prior notice, be permitted to inspect the books and records of the Association for the immediately preceding calendar year during normal business hours; (ii) may request an annual financial statement of the Association, to the extent that the same is available for the current or prior fiscal years; (iii) shall receive written notice of any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its mortgage; (iv) shall receive written notice of any proposed action under 12.1 hereof; and (v) shall receive notice of non-material amendment to Master Deed.

12.3 Any notice required to be given to a mortgagee under this Master Deed shall be (i) in person; or (ii) by registered or certified mail, return receipt requested; or (iii) by recognized overnight delivery service providing positive tracking of items (for example, FedEx).

13. DURATION

The provisions of this Master Deed shall be perpetual in duration, shall run with and bind all of the land included in the Condominium and shall inure to the benefit of and be enforceable by the Association and the Unit Owners, and their respective successors and assigns.

14. AMENDMENTS TO MASTER DEED

Subject to the provisions of Section 12, this Master Deed may be amended at any time after the date hereof by a vote of 100% of the total allocated votes in the Association at any meeting of the Association duly held in accordance with the provisions of the By-Laws provided, however, that any amendment so requiring it, shall also have the prior approval of the majority of the Eligible Mortgage Holders affected by such proposed amendment. An Eligible Mortgage

Holder who receives a written request pursuant to the provisions of this subsection 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 if such notice shall, in bold and all capital lettering, have expressly referenced this paragraph and explicitly described the consequences of a delayed response and the words "**NOTICE – FAILURE TO TIMELY RESPOND WILL BE DEEMED CONSENT**" (or words of similar import) are printed in bold, upper-case lettering on the envelope in which such notice is delivered. No amendments shall be effective until recorded in the Office of the Clerk of Hudson County, New Jersey. This paragraph is by way of supplement to and not in derogation of the powers of amendment reserved to Grantor hereinbefore. Notwithstanding the foregoing, no amendment to this Master Deed shall modify the boundary lines of any Units, the Percentage of Interest of the Units in the Common Elements, conversion of Units into Common Elements or vice versa, or expansion or contraction of the Condominium or the addition, annexation or withdrawal of the Property to or from the Condominium or any express rights granted to a Unit Owner without the prior written approval of all of the Unit Owners. Furthermore, no amendment to this Master Deed shall adversely affect any express rights of LA Fitness (as defined in Exhibit G-1; which express rights include those set forth in Sections 8.08, 10.3 and 10.6 above and Exhibit G-1 below) without the prior written approval of LA Fitness, which approval may be withheld in the sole and absolute discretion of LA Fitness. The requirement of approval of LA Fitness pursuant to the immediately preceding sentence shall no longer apply at such time as the lease by which LA Fitness leases the LA Fitness "Building" (referenced in Section 10.3 above) has expired or has otherwise been terminated.

15. TERMINATION

Despite anything to the contrary herein, an amendment, deed of revocation, or other document shall be effective to terminate the Condominium form of ownership upon the written approval of all of the Unit Owners.

16. ENFORCEMENT

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

17. INVALIDITY

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

18. WAIVER

No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce same, irrespective of the number of violations or breaches that may occur.

19. GENDER

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

20. CONSENT

Wherever in this Master Deed any consent, approval, waiver or release is required or permitted, such consent, approval, waiver or release shall be in writing unless specifically provided to the contrary in this Master Deed.

21. INSURANCE

21.1 Liability Insurance. The Association shall obtain and maintain commercial general liability insurance, property insurance, and Directors and Officers coverage, in the amount determined by the Board of Trustees, insuring the Common Elements and Common Areas and covering the interest of the Board of Trustees and all of the Unit Owners, and any expenses incurred in connection therewith shall be deemed Common Expenses, for which all of the Unit Owners are proportionately liable pursuant to Section 2.8 hereof and Section 3.8 of the By-Laws.

21.2 Property Damage Coverage-Common Elements. The Association shall obtain and maintain fire and casualty insurance with extended risk and property damage coverage insuring the Common Elements and Common Areas and covering the interest of the Condominium Property, the Association and all Unit Owners and their mortgagees, as their interest may appear, in the amount determined by the Association, but in an amount not less than the full replacement value of the Common Elements (i.e., 100% of current "replacement cost" excluding land and other items normally excluded from coverage). Said insurance must protect against at least the following: loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage. Said insurance policy shall not exclude flood coverage if the Condominium Property is located in a Flood Zone A or V, and shall not exclude earthquake coverage. Such policies shall contain a standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Association. All of the policies obtained under Section 21.2 shall provide that adjustment of loss shall be made by the Association and that the net proceeds thereof shall be payable to the Association in trust for purposes of undertaking repair and restoration of the damage to the Common Elements. All policies of physical damage insurance shall contain waivers of subrogation with respect to claims against Unit Owners, and officers and Trustees of the Association and the Association shall use commercially reasonable efforts to obtain a waiver of subrogation against Unit Owner's invitees and Association employees. Said policies shall also contain waivers of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners or of invalidity arising from any acts of the insured or any Unit Owners, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days, prior written notice to all of the insured, including all mortgagees of Units. At the request of said Unit mortgagees, duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Units at least ten (10) days prior to the expiration of the then current policies.

21.3 Property Damage Coverage-Unit. Each Unit Owner shall maintain at its sole cost and expense (or cause any Occupant of its Unit to maintain) fire and casualty insurance with extended risk and blanket property coverage insuring its Unit in an amount equal to the full replacement value of the Unit (i.e., 100% of current "replacement cost" excluding land and other items normally excluded from coverage, but including all service equipment and the like, and including without limitation the roof, structural or non-structural walls, fixtures, equipment within each and every Unit). Said insurance must protect against at least the following: loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by debris removal, cost of demolition, vandalism, malicious mischief, windstorm, hurricane, flood and water damage. Said insurance policy shall not exclude flood coverage if the Condominium Property is located in a Flood Zone A or V, and shall not exclude earthquake coverage. Such policies shall contain a commercially reasonable deductible. The Unit Owners may for their own benefit and at their sole cost and expense obtain coverage insuring their personalty, carpeting, wall covering, fixtures, furniture, furnishings and other personal property. All policies hereunder shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. All of the policies obtained under this Section 21.3 shall name the Association as an additional insured. Adjustment of loss shall be made by the effected Unit Owner with notice to the Association. The net proceeds payable from the insurance policies maintained by the effected Unit Owner shall be made available for the purpose of restoration or replacement of the damage to the Unit. All policies of physical damage insurance shall contain waivers of subrogation with respect to claims against other Unit Owners and the Association, and the Owner shall use its best efforts to obtain a waiver of subrogation against other Unit Owner's guests and Association employees. Said policies shall also contain waivers of any reduction of pro-rata liability of the insurer as a result of any insurance carried by other Unit Owners, the Association or of invalidity arising from any acts of the insured or any other Unit Owners or the Association, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days, prior written notice to the Association. At the request of the Association, duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to the Association at least ten (10) days prior to the expiration of the then current policies.

21.4 Each Unit Owner shall maintain at its sole cost and expense (or cause any Occupant of its Unit to maintain) Broad-Form commercial general liability insurance for bodily injury and property damage, naming the Association as Additional Insured in such amounts as are adequate to protect the Association, and the Association's managing agents against liability for injury to or death of any person in connection with the use, operation or condition of the Unit. Such insurance, at all times, shall be in an amount of not less than Five Million ($5,000,000.00) Dollars combined single limit, aggregate for bodily injury, and death or damage to property. The amounts of such insurance coverage may be provided by a single primary liability policy or by a basic liability policy of no less than Two Million Dollars ($2,000,000.00) per occurrence, provided an adequate umbrella policy is written for the remaining Three ($3,000,000.00) Million Dollars, and may be maintained under one or more umbrella policies of the insured. In the opinion of the insurance broker retained by the Association, if the amount of public liability insurance coverage at any time is not adequate based on the current use of the Unit or standard for coverage required by other Condominiums, the Unit Owners shall increase the insurance coverage as required by the Association's insurance broker. The amounts of insurance required hereby may be increased by the Association from time to time, as it deems necessary or prudent. All policies shall be written with companies licensed to do business in the State of New Jersey, having a financial rating of not less than A-/VIII as rated in the A.M. Best Company Insurer Ratings (or comparably rated by another comparable rating business if A.M. Best Company Insurer Ratings no longer provides such ratings). The policies hereunder shall contain waivers of subrogation and shall further provide that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of such additional insurance carried by any Unit Owner. Evidence of Declaration Statements, or, at the Association's option, Certificates of Insurance (ACORD 28 for Liability Insurance) evidencing the existing amounts of said insurance, together with proof of payment of premiums, shall be delivered to the Association at least ten (10) days prior to the expiration of the then current policy.

21.5 Each Unit Owner shall, to the fullest extent permitted by law, indemnify and defend the Association and the other Unit Owners, and their respective agents, contractors, employees, and mortgagees, and save them harmless from and against any and all claims arising from or out of any occurrence in, upon or at said Unit Owner's Unit, or the occupancy or use by the Unit Owner or its Occupant of said Unit Owner's Unit or any part thereof, or occasioned wholly or in part by any negligent and/or willful act or omission of said Unit Owner or its Occupants.

Notwithstanding anything to the contrary herein contained, each Unit Owner and the Association do mutually each release and discharge the other, and all persons against whom their insurance company or companies would have a right or claim by virtue of subrogation, of and from all suits, claims, and demands whatsoever, for loss or damage to the property of the other, even if caused by or occurring through or as a result of any negligent act or omission of the party released hereby or its contractors, subcontractors, agents, or employees, so long as and to the extent that such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be so covered hereunder. Each party further agrees that each will cause its policies of insurance for fire and extended coverage to be so written as to include a waiver of subrogation by causing such policies to contain a clause in substantially the following form:

It is hereby stipulated that this insurance shall not be invalidated should the insured or any of them waive in writing prior to a loss any or all right of recovery against any person or entity for loss occurring to the property described herein.

If either party shall elect to be a self-insurer of its property to the extent permitted hereunder, such waiver of subrogation shall be applicable thereto to the same extent as if any loss or damage were covered by insurance.

22. RECOGNITION.

In the event the Association (or any person or entity designed by the Association) forecloses on a Unit Owner's interest in said Unit Owner's Unit, and prior to such foreclosure said Unit Owner had entered into one (1) or more arm's length leases with an unrelated third party and, immediately prior to any such foreclosure, any such leases are in full force and effect, then the Association (or any person or entity designed by the Association) agrees to be bound by all of the terms and conditions of said lease and said tenant shall not be evicted or removed of its possession nor shall its right of possession be disturbed or in any way interfered with, and said lease shall continue in full force and effect as a direct lease from the Association (or any person or entity designed by the Association) to said tenant; provided, however, (i) said tenant shall, attorn, in a writing reasonably acceptable to the Association (or any person or entity designed by the Association), and (ii) said tenant for the remainder of the term thereof, agrees to pay rent and additional rent (including subsequent increases thereof) payable under any such lease (subject to any applicable notice, grace and cure periods in said lease). From and after the date that any such lease becomes a direct lease, any such tenant thereunder shall have the same remedies against the Association (or any person or entity designed by the Association) for the breach of any provision contained in the said lease that said tenant might have under said lease against the Unit Owner if the Association (or any person or entity designed by the Association) had not succeeded to the interest of the Unit Owner. Any rent or other payments received from such tenants shall be used first to pay any outstanding Assessments due pursuant to Sections 7.4 through 7.8 hereof. The Association (or any person or entity designed by the Association) and each tenant agree that the Association's (or any person or entity designed by the Association) liability under any such lease shall be limited to the same extent said Unit Owner's liability is limited under the applicable lease. For the avoidance of doubt, and notwithstanding anything herein to the contrary, in no event shall the provisions of this Article 22 apply to any Unit Owner's mortgagee and/or any successor to such Unit Owner's interest in its Unit pursuant to a deed-in-lieu of foreclosure (or similar legal instrument).

23. MISCELLANEOUS PROVISIONS

23.1 Notice to Owners and Members. Unless a particular document permits or requires a particular notice to be given or served in a different manner, any notice permitted or required to be given to or served upon any Owner or Member under the provisions of the

Condominium Documents shall be in writing and may be given by or served (i) by hand; (ii) by overnight courier (such as FedEx), or (iii) via the United States Postal Service, certified or return-receipt mail with sufficient prepaid first class postage affixed thereto, to the Owner or Member at its last known mailing address as reflected on the records of the Association at the time of such mailing. It shall be the obligation of every Owner and Member to immediately notify the Association in writing of any change of address for purposes of notices to which it is entitled pursuant to the Condominium Documents and to provide a mailing address (other than a Post Office Box) within the Continental USA. Such notification of a change of address to the Association shall be given to the Association in writing in the manner provided for notices to the Association in Section 23.2 of this Master Deed. Any notice for a party may be given by the counsel for such party.

23.2 Notice to Association. Unless a particular document permits or requires a particular notice to be given or served in a different manner, any notice permitted or required to be given to or served upon the Association under the provisions of the Condominium Documents shall be in writing and may be given by or served (i) by hand; (ii) by overnight courier (such as FedEx), or (iii) mailed via the United States Postal Service by certified mail, with return receipt requested and sufficient prepaid postage affixed thereto, to the current corporate Registered Agent of the Association as reflected in the official records of the New Jersey State Treasurer as of the date such notice is mailed.

23.3 Rules and Regulations. The Board of Trustees shall be and hereby is empowered to promulgate, adopt, amend and enforce such Rules and Regulations as it, in its sole and absolute discretion, deems necessary and proper to effectuate the provisions of this Master Deed and By-Laws, including, by way of description, but not by way of limitation, those deemed necessary and proper to ensure that Owners perform in accordance with those covenants and restrictions imposed upon them and discharge and perform those obligations and duties for which they are responsible.

23.4 Pronouns; Business Days. All pronouns (and other words herein) and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity (or thing) may require. As used herein, a "business day" is any day other than a Saturday or Sunday, a federal holiday, the day after Thanksgiving, or a day on which banking institutions in the State of New Jersey are permitted or required by law to close. Notwithstanding anything contained herein to the contrary, in the event that a given date provided herein is not a business day, then, in such event, such date shall be deemed extended to the next following business day.

23.5 Prevailing Party. In the event a party hereunder commences suit to recover damages arising from a breach of this Master Deed, the By-Laws and/or the Rules and Regulations or otherwise to seek enforcement hereof, the prevailing party shall be entitled to an award of reasonable attorneys' fees incurred in connection with same, together with court costs and litigation expenses reasonably incurred.

23.6 Towing. If a car belonging to a Prohibited Person is parked in the Condominium Property in violation of the Parking Prohibition, the applicable Unit Owner may identify such car (a "**Unit Owner Identified Car**") to the Association and the Association shall use commercially reasonable efforts to tow, or caused to be towed, such Unit Owner Identified Car. If the Association fails to perform the obligations set forth in the immediately preceding sentence, the applicable Unit Owner may, upon no less than three (3) days prior notice to Association, at its sole option, implement any such enforcement mechanism on behalf of Association, whereupon Association shall within five (5) business days of demand (which shall be accompanied by reasonable supporting documentation) reimburse the applicable Unit Owner for any costs or expenses reasonably incurred by such Unit Owner in connection with any such implementation; provided, however, that if any third party challenges or contests the towing and/or fines of any Unit Owner Identified Cars that were not in violation of the Parking Prohibition, the applicable Unit Owner shall be responsible, at its sole cost and expense, for defending or otherwise addressing such challenge or contest and claims arising in connection therewith. For the avoidance of doubt, and notwithstanding anything to the contrary in this Master Deed, under no circumstances shall Grantor and/or the Association have any duty to investigate the veracity of any claim made by a Unit Owner that a Unit Owner Identified Car is violating the restrictions set forth in this Master Deed.

[Signatures appear on next page]

IN WITNESS WHEREOF, the Grantor has caused this Master Deed to be executed as of the date first above written.

Witness

Craig W. Alexander
Attorney at Law
State of New Jersey

Cynthia Tillery

BAYONNE REDEVELOPERS URBAN RENEWAL BLOCK 720, LLC

By: ______________________________
GIUSEPPI FORGIONE
Manager

By: ______________________________
RICHARD BIRDOFF
Manager

ACKNOWLEDGEMENT

STATE OF NEW JERSEY :
: ss
COUNTY OF ESSEX :

BE IT REMEMBERED, that on this 11th day of December 2019 before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Giuseppi Forgione, who, being by me duly sworn on their oaths, depose and make proof to my satisfaction that each is a Manager of the limited liability company named in the within Instrument; that the execution, as well as making of this Instrument has been duly authorized by the limited liability company, and said Instrument was signed and delivered by said members as and for the voluntary act and deed of said limited liability company, in the presence of deponent who thereupon subscribed his name thereto as attesting witness.

A Notary Public of the State of New Jersey
Craig W. Alexander
Attorney at Law
State of New Jersey

ACKNOWLEDGEMENT

STATE OF NEW YORK :
: ss
COUNTY OF NEW YORK:

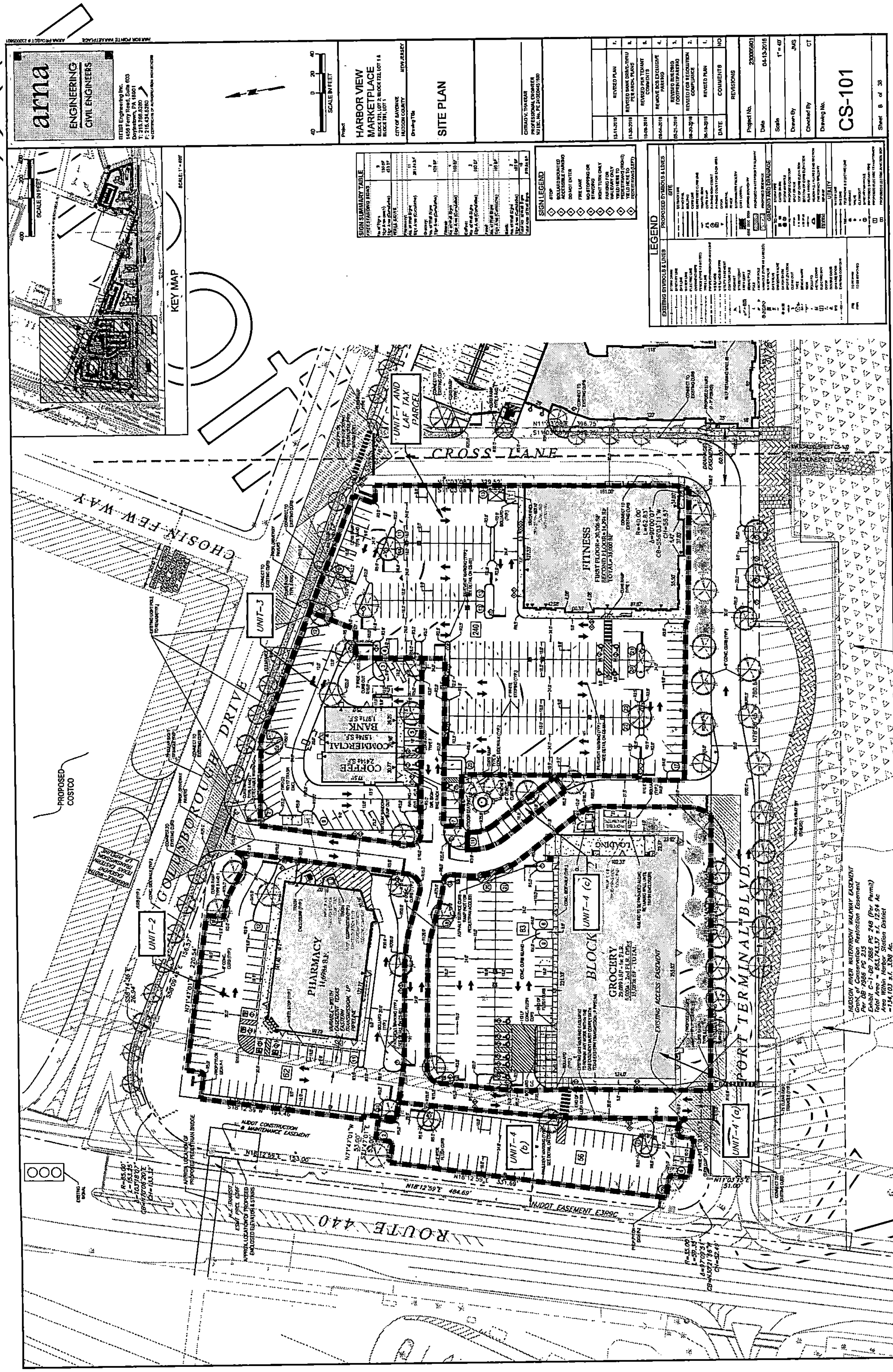
BE IT REMEMBERED, that on this 25 day of November 2019 before me, the subscriber, a Notary Public of the State of New York, personally appeared Richard Birdoff, who, being by me duly sworn on their oaths, depose and make proof to my satisfaction that each is a Manager of the limited liability company named in the within Instrument; that the execution, as well as making of this Instrument has been duly authorized by the limited liability company, and said Instrument was signed and delivered by said members as and for the voluntary act and deed of said limited liability company, in the presence of deponent who thereupon subscribed his name thereto as attesting witness.

Myra Navarro
A Notary Public of the State of New York
MYRA NAVARRO
NOTARY PUBLIC STATE OF NEW YORK
QUEENS COUNTY
LIC. #01NA6188217
COMMISSION EXPIRES JUNE 2, 2020

EXHIBIT A TO
MASTER DEED

SITE PLAN
BAYONNE BLOCK 721 COMMERCIAL CONDOMINIUM

(See Attached)



arna
ENGINEERING
CIVIL ENGINEERS
HARBOR VIEW MARKETPLACE
SITE PLAN
CS-101
KEY MAP
LEGEND
SIGN LEGEND
SIGN SUMMARY TABLE
REVISIONS
CROSS LANE
CHOSIN FEW WAY
GOLDSBOROUGH DRIVE
PORT TERMINAL BLVD.
ROUTE 440
UNIT-1 AND LAF TAX PARCEL
UNIT-2
UNIT-3
PROPOSED COSTCO
FITNESS
BANK
COMMERCIAL
COFFEE
PHARMACY
GROCERY
BLOCK

EXHIBIT B TO
MASTER DEED

LEGAL DESCRIPTION
BAYONNE BLOCK 721 COMMERCIAL CONDOMINIUM

DESCRIPTION OF PROPERTY SITUATE IN THE
CITY OF BAYONNE, HUDSON COUNTY, NEW JERSEY

(See Attached)

A COPY OF THIS DEED HAS BEEN SENT TO ASSESSOR'S OFFICE

PARTNER
Engineering and Science, Inc.

Date: November 11, 2019
Job No. 16-7496

All that certain lot, tract or parcel of land situate, lying and being in the City of Bayonne, in the County of Hudson, and the State of New Jersey.

BEING KNOWN as Tax Lot 2, Block 721 in the City of Bayonne, Hudson County and State of New Jersey.

EXHIBIT B TO MASTER DEED – PERIMETER BOUNDARY OF THE CONDOMINIUM PROPERTY

BEGINNING at a point on the easterly sideline of New Jersey State Highway Route 440 (variable-width R.O.W.), said point being distant 47.92 feet on a course of North 18 degrees 12 minutes 59 seconds East from the intersection of the easterly sideline of New Jersey State Highway Route 440 and the northerly sideline of Port Terminal Boulevard (variable-width R.O.W.) if both right-of-way were extended and runs, thence;

1. North 18 degrees 12 minutes 59 seconds East 331.69 feet to a point on the dividing line between Tax Lots 1 & 2 in Block 721, thence;
2. Along the same, South 71 degrees 47 minutes 01 second East 53.00 feet to a point, thence;
3. Along the same, North 18 degrees 12 minutes 59 seconds East 194.46 feet to a point, thence;
4. Along the same, South 71 degrees 47 minutes 01 second East 220.54 feet to a point on the southerly sideline of Goldsborough Drive (aka Road "D", variable width R.O.W.) thence;
5. Along the same, South 58 degrees 09 minutes 44 seconds East 447.47 feet to a point on the westerly sideline of Cross Lane, thence;
6. Along the same, South 11 degrees 03 minutes 08 seconds West 329.52 feet to a point of tangent curvature, thence;
7. On a curve to the right, having a radius of 40.00 feet, a central angle of 90 degrees 00 minutes 07 seconds, a chord bearing and distance of South 56 degrees 03 minutes 11 seconds West 56.57 feet and having an arc length of 62.83 feet to a point on the northerly sideline of Port Terminal Boulevard, thence;
8. Along the same, North 78 degrees 56 minutes 45 seconds West 680.64 feet to a point, thence;
9. Along the same, North 11 degrees 03 minutes 15 seconds East 1.00 feet to a point of non-tangent curvature, thence;
10. On a curve to the right, having a radius of 35.00 feet, a central angle of 97 degrees 09 minutes 51 seconds, a chord bearing and distance of North 30 degrees 21 minutes 57 seconds West 52.49 feet and having an arc length of 59.35 feet to the point and place of BEGINNING.

Containing 344,647 square feet and 7.912 acres of land.

This description is prepared in accordance with a map entitled "CONDOMINIUM PLAN, LOTS 1 AND 2, BLOCK 721, SITUATED IN CITY OF BAYONNE, HUDSON COUNTY, NEW JERSEY", dated October 22, 2018, and revised November 11, 2019 as revision No. 3, prepared by Partner Engineering and Science Inc.

James J. Heiser, PLS
NJ Professional Land Surveyor
License #24GS04331100

611 Industrial Way West, Eatontown, NJ 07724 ◊ Phone 732-380-1700 ◊ Fax 732-380-1701

**EXHIBIT C-1 TO
MASTER DEED**

Description of metes and bounds of Unit 1

(See Attached)

A COPY OF THIS DEED HAS BEEN SENT TO ASSESSOR'S OFFICE

PARTNER
Engineering and Science, Inc.

Date: November 11, 2019
Job No. 16-7496

All that certain lot, tract or parcel of land situate, lying and being in the City of Bayonne, in the County of Hudson, and the State of New Jersey.

BEING KNOWN as Unit 1 and being a portion of Tax Lot 2, Block 721 in the City of Bayonne, Hudson County and State of New Jersey.

EXHIBIT C-1 TO MASTER DEED – DESCRIPTION OF METES AND BOUNDS OF UNIT 1

BEGINNING at a point on the westerly sideline of Cross Lane (variable-width R.O.W.), said point being distant 18.52 feet on a course of South 11 degrees 03 minutes 08 seconds West from the intersection of the southerly sideline of Goldsborough Drive (variable-width R.O.W.) and the westerly sideline of Cross Lane and runs, thence along the westerly line of Cross Lane the following two (2) courses;

1. South 11 degrees 03 minutes 08 seconds West 311.00 feet to a point non-tangent curvature, thence;
2. On curve to the right, having a radius of 39.97 feet, a central angle of 24 degrees 54 minutes 20 seconds, a chord bearing and distance of South 23 degrees 30 minutes 12 seconds West 17.24 feet and having an arc length of 17.38 feet to a point of non-tangency, thence;
3. North 78 degrees 33 minutes 52 seconds West 135.13 feet to a point, thence;
4. North 50 degrees 19 minutes 53 seconds West 5.11 feet to a point, thence;
5. North 78 degrees 33 minutes 48 seconds West 163.39 feet to a point, thence;
6. North 11 degrees 26 minutes 12 seconds East 14.50 feet to a point, thence;
7. North 11 degrees 00 minutes 04 seconds East 33.56 feet to a point, thence;
8. South 78 degrees 59 minutes 56 seconds East 4.35 feet to a point, thence;
9. North 11 degrees 26 minutes 12 seconds East 184.68 feet to a point, thence;
10. North 78 degrees 33 minutes 52 seconds West 54.04 feet to a point, thence;
11. North 11 degrees 26 minutes 10 seconds East 18.50 feet to a point, thence;
12. South 78 degrees 33 minutes 50 seconds East 174.65 feet to a point, thence;
13. North 11 degrees 26 minutes 12 seconds East 93.42 feet to a point, thence;
14. South 78 degrees 33 minutes 48 seconds East 29.54 feet to a point, thence;
15. North 32 degrees 18 minutes 38 seconds East 51.66 feet to a point, thence;
16. South 58 degrees 09 minutes 44 seconds East 129.32 feet to a point, thence;
17. South 31 degrees 50 minutes 16 seconds West 21.79 feet to a point of tangent curvature, thence;
18. On a curve to the left, having a radius of 1.50 feet, a central angle of 110 degrees 24 minutes 04 seconds, a chord bearing and distance of South 23 degrees 21 minutes 46 seconds East 2.46 feet and having an arc length of 2.89 feet to a point of tangency, thence;
19. South 78 degrees 33 minutes 48 seconds East 16.87 feet to the point and place of BEGINNING.

611 Industrial Way West, Eatontown, NJ 07724 ◊ Phone 732-380-1700 ◊ Fax 732-380-1701

Containing 97,432 square feet and 2.2367 acres of land.

This description is prepared in accordance with a map entitled "CONDOMINIUM PLAN, LOTS 1 AND 2, BLOCK 721, SITUATED IN CITY OF BAYONNE, HUDSON COUNTY, NEW JERSEY", dated October 22, 2018, and revised November 11, 2019 as revision No. 3, prepared by Partner Engineering and Science Inc.

James J. Heiser, PLS
NJ Professional Land Surveyor
License # 24GS04331100

EXHIBIT C-2 TO
MASTER DEED

Description of metes and bounds of Unit 2

(See Attached)

A COPY OF THIS DEED HAS BEEN
SENT TO ASSESSOR'S OFFICE

PARTNER
Engineering and Science, Inc.

Date: October 22, 2018
Revised: August 6, 2019
Revised: September 24, 2019
Revised November 11, 2019
Job No. 16-7496

All that certain lot, tract or parcel of land situate, lying and being in the City of Bayonne, in the County of Hudson, and the State of New Jersey.

BEING KNOWN as Unit 2 and being a portion of Tax Lot 2, Block 721 in the City of Bayonne, Hudson County and State of New Jersey.

EXHIBIT C-2 TO MASTER DEED – DESCRIPTION OF METES AND BOUNDS OF UNIT 2

COMMENCING at a point on the southerly sideline of Goldsborough Drive (variable width R.O.W.), said point being distant 406.71 feet on a course of North 58 degrees 09 minutes 44 seconds West from the intersection of the southerly sideline of Goldsborough Drive and the westerly sideline of Cross Lane (variable width R.O.W.) where the same is intersected by the dividing line between Unit 2 and Common Element (a) if said dividing line were extended and running; thence;

a) South 18 degrees 07 minutes 32 seconds West 16.85 feet to a point, being the true **POINT AND PLACE OF BEGINNING**, and running; thence along the dividing line between Unit 2 and Common Area (a) the following seven (7) courses;

1. South 18 degrees 07 minutes 45 seconds West 181.61 feet to a point of non-tangent curvature; thence
2. Along a curve to the right, having a radius of 15.00 feet, a central angle of 98 degrees 13 minutes 35 seconds, a chord of South 67 degrees 19 minutes 24 seconds West, 22.68 feet for an arc length of 25.71 feet to a point of tangency; thence
3. North 63 degrees 34 minutes 04 seconds West 37.67 feet to a point of curvature; thence
4. Along a curve to the left having a radius of 150.00 feet, a central angle of 14 degrees 59 minutes 44 seconds, a chord bearing and distance of North 71 degrees 03 minutes 56 seconds West 39.15 feet for an arc length of 39.26 feet to a point of tangency; thence
5. North 78 degrees 33 minutes 48 seconds West 102.84 feet to a point; thence
6. North 71 degrees 03 minutes 25 seconds West 59.69 feet to a point; thence
7. North 18 degrees 12 minutes 52 seconds East 33.95 feet to a point; thence
8. North 71 degrees 47 minutes 01 seconds West 5.09 feet to a point; thence
9. Along the dividing line between Tax Lot 2 and 1, Block 721, North 18 degrees 12 minutes 59 seconds East 171.59 feet to a point; thence along the dividing line between Unit 2 and Common Area (b) the following nine (9) courses;
10. South 71 degrees 47 minutes 08 seconds East 23.58 feet to a point of curvature; thence

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11. Along a curve to the left, having a radius of 4.50 feet, a central angle of 90 degrees 00 minutes 00 seconds, a chord of North 63 degrees 12 minutes 52 seconds East, 6.36 feet for an arc length of 7.07 feet to a point of tangency; thence
12. North 18 degrees 12 minutes 52 seconds East 13.50 feet to a point; thence
13. South 71 degrees 47 minutes 01 seconds East 163.00 feet to a point; thence
14. South 18 degrees 10 minutes 14 seconds West 15.52 feet to a point of non-tangent curvature; thence
15. Along a curve to the left, having a radius of 2.48 feet, a central angle of 90 degrees 04 minutes 10 seconds, a chord of South 26 degrees 54 minutes 29 seconds East, 3.51 feet for an arc length of 3.90 feet to a point of non-tangent curvature; thence
16. Along a curve to the right, having a radius of 75.83 feet, a central angle of 23 degrees 53 minutes 34 seconds, a chord of South 60 degrees 55 minutes 57 seconds East, 31.39 feet for an arc length of 31.62 feet to a point of non-tangency; thence
17. South 48 degrees 57 minutes 45 seconds East 21.24 feet to a point of non-tangent curvature; thence
18. Along a curve to the left, having a radius of 11.77 feet, a central angle of 110 degrees 24 minutes 28 seconds, a chord of North 75 degrees 04 minutes 42 seconds East, 19.33 feet for an arc length of 22.69 feet to the point and place of **BEGINNING.**

Containing 54,376 square feet and 1.2483 acres of land.

This description is prepared in accordance with a map entitled "CONDOMINIUM PLAN, LOTS 1 AND 2, BLOCK 721, SITUATED IN CITY OF BAYONNE, HUDSON COUNTY, NEW JERSEY", dated October 22, 2018, last revised November 11, 2019 as revision No. 3, prepared by Partner Engineering and Science Inc.

James J. Heisen, PLS
NJ Professional Land Surveyor
License # 24GS04331100

EXHIBIT C-3 TO
MASTER DEED

Description of metes and bounds of Unit 3

(See Attached)

A COPY OF THIS DEED HAS BEEN
SENT TO ASSESSOR'S OFFICE

PARTNER
Engineering and Science, Inc.

Date: October 22, 2018
Revised: August 6, 2019
Revised: September 24, 2019
Revised: November 11, 2019
Job No. 16-7496

All that certain lot, tract or parcel of land situate, lying and being in the City of Bayonne, in the County of Hudson, and the State of New Jersey.

BEING KNOWN as Unit 3 and being a portion of Tax Lot 2, Block 721 in the City of Bayonne, Hudson County and State of New Jersey.

EXHIBIT C-3 TO MASTER DEED – DESCRIPTION OF METES AND BOUNDS OF UNIT 3

BEGINNNG at a point on the southerly sideline of Goldsborough Drive (variable-width R.O.W.), said point being distant 140.58 feet on a course of North 58 degrees 09 minutes 44 seconds West from the intersection of the southerly sideline of Goldsborough Drive and the westerly sideline of Cross Lane (variable-width R.O.W.) and runs, thence along the dividing line between Unit 3 and Unit 1 the following three (3) courses;

1. South 32 degrees 18 minutes 38 seconds West 51.66 feet to a point; thence
2. North 78 degrees 33 minutes 48 seconds West 29.54 feet to a point; thence
3. South 11 degrees 26 minutes 12 seconds West 69.42 feet to a point; thence along the dividing line between Unit 3 and Common Area (a) the following four (4) courses;
4. North 78 degrees 33 minutes 50 seconds West 184.37 feet to a point of curvature; thence
5. Along a curve to the right, having a radius of 10.00 feet, a central angle of 96 degrees 46 minutes 59 seconds, a chord of North 30 degrees 10 minutes 21 seconds West, 14.95 feet for an arc length of 16.89 feet to a point of non-tangency; thence
6. North 18 degrees 13 minutes 00 seconds East 157.50 feet to a point; thence
7. South 78 degrees 32 minutes 37 seconds East 89.60 feet to a point; thence
8. Along the southerly sideline of Goldsborough Drive, South 58 degrees 09 minutes 44 seconds East 143.03 feet to the point and place of **BEGINNING.**

Containing 32,001 square feet and 0.7346 acres of land.

This description is prepared in accordance with a map entitled "CONDOMINIUM PLAN, LOTS 1 AND 2, BLOCK 721, SITUATED IN CITY OF BAYONNE, HUDSON COUNTY, NEW JERSEY", dated October 22, 2018 last revised September 24, 2019 as revision No. 2, prepared by Partner Engineering and Science Inc.

James J. Heiser, PLS
NJ Professional Land Surveyor
License # 24GS04331100

EXHIBIT C-4 TO
MASTER DEED

Description of metes and bounds of Unit 4

(See Attached)

PARTNER
Engineering and Science, Inc.

EXHIBIT C-4 TO MASTER DEED – DESCRIPTION OF METES AND BOUNDS OF UNIT 4

611 Industrial Way West, Eatontown, NJ 07724 ◊ Phone 732-380-1700 ◊ Fax 732-380-1701

A COPY OF THIS DEED HAS BEEN
SENT TO ASSESSOR'S OFFICE

PARTNER
Engineering and Science, Inc.

Date: October 22, 2018
Revised: August 6, 2019
Revised: September 24, 2019
Revised: November 11, 2019
Job No. 16-7496

All that certain lot, tract or parcel of land situate, lying and being in the City of Bayonne, in the County of Hudson, and the State of New Jersey.

BEING KNOWN as a portion of Unit 4 (a) and being a portion of Tax Lot 2, Block 721 in the City of Bayonne, Hudson County and State of New Jersey.

METES AND BOUNDS DESCRIPTION

BEGININNG at a point on the northerly sideline of Port Terminal Boulevard (variable-width R.O.W.), said point being distant 130.04 feet on a course of South 78 degrees 56 minutes 46 seconds East from the intersection of the northerly sideline of Port Terminal Boulevard and the easterly sideline of New Jersey State Highway Route 440 (variable-width R.O.W.) if both right-of-way were extended and runs, thence along the dividing line between Unit 4 (a) and Common Element (a) the following nineteen (19) courses;

1. North 11 degrees 26 minutes 12 seconds East 150.69 feet to a point; thence
2. North 08 degrees 59 minutes 04 seconds East 49.29 feet to a point; thence
3. North 16 degrees 00 minutes 18 seconds East 26.08 feet to a point, thence;
4. North 16 degrees 50 minutes 39 seconds East 57.63 feet to a point; thence
5. Along a curve to the right, having a radius of 15.00 feet, a central angle of 81 degrees 13 minutes 02 seconds, a chord of North 59 degrees 49 minutes 41 seconds East, 19.92 feet for an arc length of 21.79 feet to a point of tangency; thence
6. South 78 degrees 33 minutes 48 seconds East 111.31 feet to a point; thence
7. Along a curve to the right having a radius of 126.00 feet, a central angle of 14 degrees 38 minutes 38 seconds, a chord bearing and distance of South 71 degrees 14 minutes 29 seconds East 32.12 feet and an arc length of 32.20 feet to a point; thence
8. South 63 degrees 55 minutes 10 seconds East 35.45 feet to a point of curvature; thence
9. Along a curve to the left having a radius of 75.00 feet, a central angle of 13 degrees 33 minutes 02 seconds, a chord bearing and distance of South 70 degrees 41 minutes 41 seconds East 17.70 feet and an arc length of 17.74 feet to a point of reverse curvature; thence
10. Along a curve to the right having a radius of 8.07 feet, a central angle of 94 degrees 20 minutes 16 seconds, a chord bearing and distance of South 30 degrees 04 minutes 26 seconds East 11.84 feet and an arc length of 13.29 feet to a point of tangency; thence
11. South 15 degrees 15 minutes 26 seconds West 16.19 feet to a point of curvature; thence

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12. Along a curve to the left, having a radius 89.07 feet, a central angle of 15 degrees 59 minutes 33 seconds, a chord bearing and distance of South 05 degrees 55 minutes 51 seconds West 24.78 feet and having an arch length of 24.86 feet to a point of compound curvature, thence;
13. Along a curve to the left having a radius of 80.50 feet, a central angle of 24 degrees 25 minutes 50 seconds, a chord bearing and distance of South 14 degrees 44 minutes 20 seconds East 34.07 feet and an arc length of 34.32 feet to a point of tangency; thence
14. South 26 degrees 57 minutes 15 seconds East 81.30 feet to a point; thence
15. South 18 degrees 46 minutes 19 seconds East 6.22 feet to a point; thence
16. Along a curve to the right, having a radius of 14.98 feet, a central angle of 33 degrees 02 minutes 45 seconds, a chord of South 05 degrees 03 minutes 15 seconds East, 8.52 feet for an arc length of 8.64 feet to a point of tangency; thence
17. South 11 degrees 26 minutes 12 seconds West 97.57 feet to a point of curvature; thence
18. Along a curve to the right, having a radius of 40.00 feet, a central angle of 36 degrees 56 minutes 32 seconds, a chord of South 29 degrees 54 minutes 28 seconds West, 25.35 feet for an arc length of 25.79 feet to a point of non-tangency; thence
19. Along the northerly sideline of Port Terminal Boulevard, North 78 degrees 56 minutes 46 seconds West 287.47 feet to the point and place of **BEGINNING.**

Containing 77,640 square feet and 1.7824 acres of land.

This description is prepared in accordance with a map entitled "CONDOMINIUM PLAN, LOTS 1 AND 2, BLOCK 721, SITUATED IN CITY OF BAYONNE, HUDSON COUNTY, NEW JERSEY", dated October 22, 2018, last revised November 11, 2019 as revision No. 3, prepared by Partner Engineering and Science Inc.

James J. Heiser, PLS
NJ Professional Land Surveyor
License # 24GS04331100

PARTNER

A COPY OF THIS DEED HAS BEEN SENT TO ASSESSOR'S OFFICE

PARTNER
Engineering and Science, Inc.

Date: October 22, 2018
Revised: August 6, 2019
Revised: November 11, 2019
Job No. 16-7496

All that certain lot, tract or parcel of land situate, lying and being in the City of Bayonne, in the County of Hudson, and the State of New Jersey.

BEING KNOWN as a portion of Unit 4 (b) and being a portion of Tax Lot 2, Block 721 in the City of Bayonne, Hudson County and State of New Jersey.

METES AND BOUNDS DESCRIPTION

COMMENCING at a point on the easterly sideline of New Jersey State Highway Route 440 (variable-width R.O.W.), said point being distant 47.92 feet on a course of North 18 degrees 12 minutes 59 seconds East from the intersection of the easterly sideline of New Jersey State Highway Route 440 and the northerly sideline of Port Terminal Boulevard (variable-width R.O.W.) if both right-of-way were extended and runs, thence;

a) South 71 degrees 46 minutes 50 seconds East 11.47 feet to a point being the true **POINT AND PLACE OF BEGINNING**, and running; thence along the dividing line between Unit 4 (b) and Common Element (a) the following eighteen (18) courses;

1. North 18 degrees 13 minutes 11 seconds East 291.00 feet to a point; thence
2. South 71 degrees 46 minutes 50 seconds East 17.50 feet to a point of curvature; thence
3. Along a curve to the left, having a radius of 4.50 feet, a central angle of 90 degrees 00 minutes 00 seconds, a chord of North 63 degrees 13 minutes 10 seconds East, 6.36 feet for an arc length of 7.07 feet to a point of tangency; thence
4. North 18 degrees 13 minutes 10 seconds East 13.50 feet to a point; thence
5. South 71 degrees 46 minutes 50 seconds East 21.00 feet to a point; thence
6. South 18 degrees 13 minutes 10 seconds West 13.50 feet to a point of curvature; thence
7. Along a curve to the left, having a radius of 6.06 feet, a central angle of 61 degrees 07 minutes 47 seconds, a chord of South 17 degrees 31 minutes 11 seconds East, 6.16 feet for an arc length of 6.46 feet to a point of non-tangency; thence
8. South 71 degrees 03 minutes 25 seconds East 17.36 feet to a point; thence
9. South 16 degrees 50 minutes 56 seconds West 62.49 feet to a point; thence
10. South 15 degrees 52 minutes 05 seconds West 115.40 feet to a point; thence
11. South 11 degrees 26 minutes 12 seconds West 124.66 feet to a point; thence
12. Along a non-tangent curve to the left having a radius of 10.51 feet, a central angle of 76 degrees 04 minutes 15 seconds, a chord bearing and distance of North 31 degrees 49 minutes 32 seconds West 12.95 feet and an arc length of 13.96 feet to a point of tangency; thence
13. North 71 degrees 47 minutes 00 seconds West 5.48 feet to a point of curvature; thence

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14. Along a curve to the left, having a radius of 4.50 feet, a central angle of 90 degrees 00 minutes 00 seconds, a chord of South 63 degrees 13 minutes 10 seconds West, 6.36 feet for an arc length of 7.07 feet to a point of tangency; thence
15. South 18 degrees 13 minutes 10 seconds West 13.50 feet to a point; thence
16. North 71 degrees 46 minutes 50 seconds West 41.00 feet to a point; thence
17. North 18 degrees 13 minutes 10 seconds East 16.46 feet to a point of curvature; thence
18. Along a curve to the left, having a radius of 4.50 feet, a central angle of 90 degrees 00 minutes 00 seconds, a chord of North 26 degrees 46 minutes 50 seconds West, 6.36 feet for an arc length of 7.07 feet to the point of tangency; thence
19. North 71 degrees 46 minutes 50 seconds West 19.50 feet to the point and place of **BEGINNING.**

Containing 21,874 square feet and 0.5022 acres of land.

This description is prepared in accordance with a map entitled "CONDOMINIUM PLAN, LOTS 1 AND 2, BLOCK 721, SITUATED IN CITY OF BAYONNE, HUDSON COUNTY, NEW JERSEY", dated October 22, 2018, last revised November 11, 2019 as revision No. 3, prepared by Partner Engineering and Science Inc.

James J. Heiser, PLS
NJ Professional Land Surveyor
License # 24GS04331100

PARTNER

A COPY OF THIS DEED HAS BEEN
SENT TO ASSESSOR'S OFFICE

PARTNER
Engineering and Science, Inc.

Date: November 11, 2019
Job No. 16-7496

All that certain lot, tract or parcel of land situate, lying and being in the City of Bayonne, in the County of Hudson, and the State of New Jersey.

BEING KNOWN as a portion of Unit 4 (c) and being a portion of Tax Lot 2, Block 721 in the City of Bayonne, Hudson County and State of New Jersey.

METES AND BOUNDS DESCRIPTION

COMMENCING at a point on the northerly sideline of Port Terminal Boulevard (variable-width R.O.W.), said point being distant 453.54 feet on a course of South 78 degrees 56 minutes 46 seconds East from the intersection of the northerly sideline of Port Terminal Boulevard and the easterly sideline of New Jersey State Highway Route 440 (variable-width R.O.W.) if both right-of-way were extended and runs, thence along the dividing line between Unit 1 and Common Element (a) the following five tie (5) courses;

a) North 11 degrees 26 minutes 12 seconds East 42.11 feet to a point; thence
b) North 11 degrees 00 minutes 04 seconds East 33.56 feet to a point; thence
c) South 78 degrees 59 minutes 56 seconds East 4.35 feet to a point; thence
d) North 11 degrees 26 minutes 12 seconds East 87.47 feet to a point; thence
e) North 78 degrees 33 minutes 48 seconds East 1.98 feet to the true **POINT AND PLACE OF BEGINNING,** and running; thence along the dividing line between Unit 4 (c) and Common Element (a) the following ten (10) courses;

1. South 63 degrees 02 minutes 45 seconds West 18.00 feet to a point; thence
2. North 26 degrees 57 minutes 15 seconds West 82.15 feet to a point of curvature; thence
3. Along a curve to the right, having a radius of 53.07 feet, a central angle of 34 degrees 37 minutes 21 seconds, a chord of North 08 degrees 41 minutes 30 seconds East, 31.59 feet for an arc length of 32.07 feet to a point; thence
4. North 10 degrees 02 minutes 03 seconds East 2.59 feet to a point; thence
5. North 08 degrees 09 minutes 23 seconds East 7.65 feet to a point; thence
6. Along a curve to the left, having a radius of 3.00 feet, a central angle of 78 degrees 19 minutes 08 seconds, a chord of South 39 degrees 24 minutes 30 seconds East, 3.79 feet for an arc length of 4.10 feet to a point of tangency; thence
7. South 78 degrees 33 minutes 48 seconds East 15.50 feet to a point; thence
8. South 11 degrees 26 minutes 12 seconds West 5.25 feet to a point of curvature; thence
9. Along a curve to the left, having a radius of 35.00 feet, a central angle of 38 degrees 23 minutes 27 seconds, a chord of South 07 degrees 45 minutes 32 seconds East, 23.02 feet for an arc length of 23.45 feet to a point of tangency; thence
10. South 26 degrees 57 minutes 15 seconds East 81.30 feet to the point and place of **BEGINNING.**

611 Industrial Way West, Eatontown, NJ 07724 ◊ Phone 732-380-1700 ◊ Fax 732-380-1701

A COPY OF THIS DEED HAS BEEN SENT TO ASSESSOR'S OFFICE

Containing 2,091 square feet and 0.0480 acres of land.

This description is prepared in accordance with a map entitled "CONDOMINIUM PLAN, LOTS 1 AND 2, BLOCK 721, SITUATED IN CITY OF BAYONNE, HUDSON COUNTY, NEW JERSEY", dated October 22, 2018, last revised November 11, 2019, prepared by Partner Engineering and Science Inc.

James J. Heiser, PLS
NJ Professional Land Surveyor
License # 24GS04331100

EXHIBIT D TO
MASTER DEED

CERTIFICATE OF INCORPORATION

CERTIFICATE OF INCORPORATION
BAYONNE BLOCK 721 COMMERCIAL CONDOMINIUM.

In compliance with the requirements of N.J.S.A. 15A:1-1 et seq. of an Act of the legislature of New Jersey authorizing the creation of corporations, not for profit, the undersigned being over the age of eighteen years hereby certifies:

ARTICLE I
Name

The name of the corporation is "**BAYONNE BLOCK 721 COMMERCIAL CONDOMINIUM ASSOCIATION, INC.**" hereinafter called the "Association".

ARTICLE II
Office

The principal office of the Association is initially located at c/o JMF Properties, 80 South Jefferson Road, Suite 202, Whippany, New Jersey 07981 or such other office as may hereafter be determined by the Association from time to time and written notice of same shall be given to all Unit Owners and each Eligible Mortgage Holder.

ARTICLE III
Registered Agent

Giuseppi M. Forgione, having an office address at c/o JMF Properties, 80 South Jefferson Road, Suite 202, Whippany, New Jersey 07981 is hereby appointed the initial registered agent of this Association. The Registered Agent may be changed from time to time by the Association from time to time and written notice of same shall be given to all Unit Owners and each Eligible Mortgage Holder.

ARTICLE IV
Purpose and Powers of the Association

The purposes for which this corporation is formed are as follows:

a. To perform all of the duties as the administrator of **BAYONNE BLOCK 721 COMMERCIAL CONDOMINIUM** (the "Condominium") in the City of Bayonne, Hudson County, New Jersey, and in connection therewith to be possessed of all of the rights, privileges, duties, obligations and responsibilities imposed upon every administrator of a condominium by the provisions of any of the laws of the State of New Jersey and;

b. To operate manage and maintain the Common Elements of the Condominium;

c. To hire, discharge or rehire any and all personnel including a manager as shall be necessary to properly discharge the duties of the Association;

d. To collect all monthly assessments that may be or may hereafter be fixed by the Association for the maintenance and operation of the Common Elements of the Condominium;

e. To keep books of account of the receipts and expenditures affecting the Condominium;

f. To take such action as may be necessary to comply properly with any and all orders and requirements affecting the Common Elements of the Condominium and placed thereon by any Federal, State, County or Municipal authority with jurisdiction thereover;

g. To make contracts for water, electricity, gas, fuel oil, telephone, cable television, and any and all other necessary services for the benefit of the Members of the Association as in the opinion of the Association shall appear necessary or desirable and to purchase, lease, hire, or rent such equipment, tools, appliances, materials and supplies as shall be necessary to promptly maintain and operate the Common Elements of the Condominium;

h. To place or caused to be placed and keep in force all forms of insurance needed to protect adequately the Association, the Common Elements of the Condominium, the Members of the Association, the mortgagees holding mortgages covering the Common Elements of the Condominium as their respective interests may appear or as required by law, including but not limited to, workmen's compensation insurance, public liability insurance, glass insurance, flood insurance and burglary and theft insurance, vandalism and malicious mischief;

i. To establish and maintain, in the name of the Association, bank accounts for the deposit of any and all funds which shall be paid to the Association from its Members or from any other source;

j. To borrow money, to make and issue promissory notes, bills of exchange, bonds, debentures and obligations and evidences of indebtedness of all kinds, whether secured by mortgage, pledge or otherwise;

k. To provide and pay for any and all special or personal services for the benefit of the Members of the Association;

l. To do all and everything necessary, suitable and convenient or proper for the accomplishment of any of the above purposes or for the attainment of any one or more of the objects herein enumerated or incidental to the powers herein named, it being specifically provided that the enumeration of the aforesaid powers and objects shall be by way of explanation and not by limitation, and the Association shall have the right and power to do any and all things for the benefit of its Members as may from time to time appear expedient or desirable to the Trustees of the Association or its Members, with all of the powers now or hereafter conferred by the laws of the State of New Jersey upon corporations organized under the act hereinabove referred to and specifically conferred upon administrators or boards of administration or other forms of administration of the Condominium;

m. To purchase, lease or otherwise acquire all kinds of personal property and to purchase, lease, exchange, sell, hire, mortgage or otherwise acquire or encumber any real or personal property and any rights or privileges which the Association may deem necessary or desirable for the benefit of its Members; and

n. To serve as managing agent for the Condominium.

ARTICLE V
Board of Trustees

The initial Board of Trustees shall consist of not less than four (4) Trustees and the name and address of each person who is to serve on the first Board is:

NAME	**ADDRESS**
Giuseppi Forgione	c/o JMF Properties 80 South Jefferson Road, Suite 202 Whippany, New Jersey 7981
Richard Birdoff	c/o RD Management LLC 810 Seventh Avenue, 10th Floor New York, NY 10019
Roger Hirschhorn	c/o RD Management LLC 810 Seventh Avenue, 10th Floor New York, NY 10019
Isana Radchik	c/o RD Management LLC 810 Seventh Avenue, 10th Floor New York, NY 10019

The Grantor shall have the exclusive right to nominate and appoint the members of the Board of Trustees until one (1) or more of the Units in the Condominium have been sold and conveyed. Thereafter, each Unit Owner other than the Grantor shall be entitled to appoint one (1) Trustee to the Board of Trustees but not more than one (1) per Unit. Notwithstanding anything contained herein to the contrary, as long as Grantor owns at least one Unit, the Grantor shall be entitled to appoint one Trustee for each such Unit.

The activities of the Association are to be financed through maintenance fees collected from its members in accordance with the Master Deed of the Condominium and the By-Laws of this Association.

The Board of Trustees, excluding the initial Board of Trustees, shall be appointed in the manner provided for in the Master Deed for the Condominium.

All funds received by the Association from the collection of maintenance fees and/or assessments will be expended solely for said purposes specified in Article IV above and no portion of said funds shall be paid or given to or received by any officer or any members of this Association.

The officers of the Association shall be a President, Vice President, Secretary and Treasurer. All members of the Association subsequent to the initial Board of Trustees herein duly named and designated and appointed representatives of the Grantor of the Condominium identified in the Master Deed shall be required to be the Owner or Owners of one (1) or more Units in the Condominium (or such Owners' designees) and no person except as herein provided shall be eligible to be officers of the Association.

ARTICLE VI
Duration

The Association shall exist perpetually.

ARTICLE VII
Dissolution

This Association may be dissolved at any time upon the written consent of all Members, Unit Owners and Eligible Mortgage Holders. Distribution of the assets of the Association upon dissolution shall be as set forth in the By-Laws of the Association.

ARTICLE VIII
Incorporator

The name and address of each incorporator is:

NAME	ADDRESS
Craig W. Alexander Esq.	Mandelbaum Salsburg, P.C. 3 Becker Farm Road Suite 105 Roseland, New Jersey 07068

[Signatures appear on next page]

IN WITNESS WHEREOF, the incorporator being over the age of eighteen (18) years, has signed this Certificate this _____ day of _____________, 2019.

WITNESS:

_______________________________ _______________________________
CRAIG W. ALEXANDER

EXHIBIT E TO
MASTER DEED

BAYONNE BLOCK 721 COMMERCIAL CONDOMINIUM ASSOCIATION, INC.
BY-LAWS

BY-LAWS OF
BAYONNE BLOCK 721 COMMERCIAL CONDOMINIUM ASSOCIATION, INC.

ARTICLE I
APPLICABILITY, MEMBERS, MEMBERSHIP AND DEFINITIONS

SECTION 1. These By-Laws shall be applicable to the **BAYONNE BLOCK 721 COMMERCIAL CONDOMINIUM ASSOCIATION, INC.**, a non-profit corporation of the State of New Jersey, (hereinafter referred to as the "Association") and to the Condominium which is now created and declared as the Condominium known as **BAYONNE BLOCK 721 COMMERCIAL CONDOMINIUM**, in the City of Bayonne, Hudson County, New Jersey, (hereinafter referred to as the "Condominium"). These By-Laws are intended to govern the administration of the Association, which is formed to serve as a means through which the Unit owners (hereinafter defined), of the Condominium may take action with regard to the administration, management, maintenance, repair, and operation of the Common Elements (hereinafter defined) and Common Area (hereinafter defined) in accordance with and subject the provisions of a Master Deed (hereinafter called the "Master Deed") to be recorded in the Office of the Clerk of Hudson County, New Jersey, to which these By-Laws are appended as an exhibit. Notwithstanding anything herein to the contrary, any conflict between the By-Laws and the Master Deed shall be governed by the Master Deed.

SECTION 2. All present and future owners and tenants, their guests, invitees, licensees, servants, agents, employees and any other person or persons that shall be permitted to use the facilities of the Association or of the Condominium shall be subject to these By-laws and to Rules and Regulations issued by the Association to govern the conduct of its Members. Ownership, rental or occupancy of any of the Units in the Condominium shall be conclusively deemed to mean that said owner, tenant or occupant has accepted and ratified these By-Laws and the Rules and Regulations of the Association and will comply with them.

SECTION 3. Unless it is plainly evident from the context that a different meaning is intended, as used throughout these By-Laws:

3.1. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of **BAYONNE BLOCK 721 COMMERCIAL CONDOMINIUM ASSOCIATION, INC.**, a copy of which is attached to the Master Deed as Exhibit D, as the same may from time to time be amended.

3.2. "Assigns" shall mean and refer to any person to whom rights of a Unit Owner have been validly transferred by deed or foreclosure.

3.3. "Association" shall have the meaning set forth in Section 2.3 of the Master Deed.

3.4. "Board" or "Board of Trustees" shall have the meaning set forth in Section 2.4 of the Master Deed.

3.5. "By-Laws" shall have the meaning set forth in Section 2.7 of the Master Deed.

3.6. "Common Area" shall have the meaning set forth in Section 2.6 of the Master Deed.

3.7 "Common Elements" shall have the meaning set forth in Section 2.7 of the Master Deed.

3.8. "Common Expenses" shall have the meaning set forth in Section 2.8 of the Master Deed.

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3.9. "Common Surplus" shall have the meaning set forth in Section 2.9 of the Master Deed.

3.10. "Condominium" or "Master Condominium" shall have the meaning set forth in Section 2.10 of the Master Deed.

3.11. "Condominium Property" or the "Property" shall have the meaning set forth in Section 2.11 of the Master Deed.

3.12. "Condominium Act" shall mean and refer to the provisions of the Condominium Act (N.J.S.A. 46:8B-1 et seq.) and all applicable amendments and supplements thereto.

3.13. "Eligible Mortgage Holder" shall have the meaning set forth in Section 2.12 of the Master Deed.

3.14. "Grantor" shall have the meaning set forth in Section 2.13 of the Master Deed.

3.15. "Institutional Lender" shall have the meaning set forth in Section 2.14 of the Master Deed.

3.16. "Majority" or "Majority of the Unit Owners" shall have the meaning set forth in Section 2.15 of the Master Deed.

3.17. "Master Deed" shall have the meaning set forth in Section 2.16 of the Master Deed.

3.18. "Member" shall have the meaning set forth in Section 2.17 of the Master Deed.

3.19. "Occupant" shall have the meaning set forth in Section 2.18 of the Master Deed.

3.20. "Person" shall have the meaning set forth in Section 2.20 of the Master Deed.

3.21. "Unit" shall have the meaning set forth in Section 2.21 of the Master Deed.

3.22. "Unit Deed" shall have the meaning set forth in Section 2.22 of the Master Deed.

3.23. "Unit Owner" shall have the meaning set forth in Section 2.19 of the Master Deed.

Unless the context clearly indicates otherwise, all definitions set forth in N.J.S.A. 46:8B-3 are incorporated herein by reference and the definitions set forth above shall be used in conjunction therewith.

SECTION 4. Except as otherwise provided, membership in the Association shall be limited to the owners or co-owners of Units in the Condominium Property. In the event that a Member shall lease or permit another to occupy its Unit, the tenant or occupant shall not be permitted to vote in the affairs of the Association, provided however, a vote may be cast by proxy in accordance with Article III, Section 7. Every lawful transfer of title to such Member's Unit shall include membership in the Association and upon making such transfer, the previous owner's membership shall automatically terminate. Except as provided above, membership in the Association may not be assigned or transferred and any attempted assignment or transfer thereof shall be void and of no effect.

SECTION 5. Evidence of membership and ownership in the Association shall be by a certified membership list compiled by the Secretary of the Association not less than ten (10) days prior to any annual or special meeting of the Members, except that less time may be allowed for meetings called, pursuant to the provisions of these By-Laws, on less than ten (10) days' notice. The membership list shall become final upon the opening of any such meeting, except as approved by a Majority of the Members in good standing previously certified and entitled to vote at any such meeting. In the event there is more than one owner of a particular Unit, the vote for that Unit may be voted by any one of such co-owners. Membership certificates shall be surrendered to the Manager of the Association whenever ownership of the unit designated thereon shall terminate.

ARTICLE II
PRINCIPAL OFFICE

SECTION 1. The registered office of the Association and the principal office of the Association shall be located initially at c/o JMF Properties, 80 South Jefferson Road, Suite 202, Whippany, New Jersey 07981, but, thereafter, either or both may be located at such other suitable and convenient place or places as shall be permitted by law and designated by the Members of the Board of Trustees.

ARTICLE III
MEETINGS OF MEMBERS: VOTING

SECTION 1. All annual and special meetings of the Association shall be held at either the registered or principal offices of the Association or at such other suitable and convenient place as may be permitted by law and from time to time fixed by the Members of the Board of Trustees and designated in the notices of such meetings.

SECTION 2. Annual meetings of the Members of the Association shall be held each year on a date so designated by the Board of Trustees. At each annual meeting, there shall be appointed the Trustees of the Board of Trustees in accordance with the provisions of Article V, Section 2, of these By-Laws.

SECTION 3. The Secretary or the Secretary's designee shall send notices of annual meetings to each Member of the Association directed to its last known post office address as shown on the records of the Association in accordance with Section 23.1. Such notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date of such meeting and shall state the date, time and place of the meeting and the purpose or purposes thereof. In lieu of mailing notice as herein provided, such notice may be delivered by hand to the Members or left at their respective residences in their absence.

SECTION 4. A special meeting of the Members of the Association may be requested by 20% of the Members entitled to vote at such meeting.

SECTION 5. The aggregate number of votes for all Unit Owners shall be four (4) (one vote allocated to each Unit Owner). Each Unit Owner in good standing and entitled to vote shall be entitled to vote for its particular Unit provided that where a Unit is owned jointly by two (2) or more persons said vote may not be split among the co-owners and one co-owner shall be designated to cast the vote of that Unit, failing which no co-owner may vote. Cumulative voting shall not be permitted.

SECTION 6. A Member shall be deemed to be in "good standing" and "entitled to votes" at any annual meeting or at any special meeting of the Association if, and only if, such Member shall have fully paid all assessments made or levied against such Member and its Unit by the Members of the Board of Trustees as hereinafter provided together with all interest, costs, attorney's fees, and other expenses, if any, properly chargeable to him and against its Unit, at least three (3) days prior to the date fixed for such annual or special meeting, subject to the expiration of any applicable notice and cure period.

SECTION 7. Except as otherwise provided in these By-Laws, the presence in person or by proxy, of a Majority of the Members of the Association entitled to vote shall constitute a quorum at any annual or special meeting of Members. If any meeting of Members cannot be reorganized because a quorum has not attended, the Members present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called. In the event of any such adjourned meeting, notice of the adjourned date must be given to the Members.

SECTION 8. Votes may be cast either in person, or by proxy or any other method, all as permitted by applicable law. Notices regarding the subject matter of any matters subject to a vote shall be delivered to each Member of the Board of Trustees at least five (5) days prior to the commencement of the meeting at which voting shall take place (unless such five (5) day notice is waived by a Member) (other than under emergency conditions, in which event notice as is reasonable under the circumstances shall be required). All proxies shall be in writing, signed by the Unit Owner (or in the case of joint owners by any one of them), or by its or their duly authorized representative(s) and shall be delivered to the Board of Trustees at least 24 hours prior to the commencement of the meeting at which ballots are to be cast. Proxies may be revoked at any time prior to the opening of the polls, and no proxy shall be voted on after eleven (11) months from its date unless said proxy provides for a longer period, not to exceed three (3) years from the date of execution. All proxies shall be substantially in the form prescribed by the Board of Trustees, and if not in such form, shall be deemed invalid which determination shall be made in the sole and absolute discretion of the Board of Trustees. A proxy is valid only for the particular meeting designated therein. A proxy may be revoked by the Unit Owner by appearance in person at the meeting and submission of notice of the revocation.

SECTION 9. The vote of a Majority of votes cast by Unit Owners pursuant to Section 8 above, at which a quorum shall be present, shall be binding upon the Unit Owners for all purposes except where a higher percentage is required by the Master Deed, these By-Laws or the provisions of New Jersey law.

SECTION 10. Notice of a meeting need not be given to any Unit owner who signs a waiver of notice either in person or by proxy, whether before or after the meeting. The attendance of any Unit owner at a meeting in person or by proxy, without protesting prior to the conclusion of the meeting, the lack of proper notice of such meeting, shall constitute a waiver of notice of meeting by said Unit Owner. Meetings may be held by teleconference, videoconference or by any other similar technology approved by a Majority of the Members that permits the Members to adequately communicate with each other.

SECTION 11. Any action that may be taken by a vote of the Unit Owners may be taken without a meeting (provided the laws of the State of New Jersey so provide) on written consent of the Unit Owners duly acknowledged setting forth the action so taken or to be taken by the Unit Owners holding an interest in the Majority of the total outstanding votes of all Unit Owners, unless these By-Laws or the provisions of New Jersey law shall require a greater percentage of such votes with respect to a particular action.

SECTION 12. The order of business at all meetings of the Members of the Association shall be as follows:

(a) Roll call.
(b) Proof of notice of meeting or waiver of notice.
(c) Reading of minutes of preceding meeting.
(d) Reports of officers and committees.
(e) Election of Trustees.

(f) Unfinished business.
(g) New business.
(h) Adjournment.

SECTION 13. Notwithstanding the foregoing or anything in the Master Deed, these By-Laws or the provisions of New Jersey law to the contrary, if any act of the Association shall have a material adverse effect on any Unit Owner, its Unit and said Unit's appurtenant interest in the Common Elements, then same shall require the affirmative vote of said Unit Owner. For the avoidance of doubt, and notwithstanding anything to the contrary in the Master Deed, these By-Laws or the provisions of New Jersey law, no Unit Owner (and/or its mortgagee, if any) shall have the right under this Section 13 to object to any acts of the Board of Trustees which are (x) required by law, (y) required by the Financial Agreement, or (z) arise due to an emergency, and with respect to any such acts of the Board of Trustees made in respect of clauses (x), (y) or (z) hereof, the acts of the Majority of the Board of Trustees shall be considered the acts of the Board of Trustees.

ARTICLE IV
OBLIGATIONS OF MEMBERS; OBLIGATIONS OF THE ASSOCIATION; ASSESSMENTS; USE

SECTION 1. The owner of each Unit is bound to promptly furnish, perform and be responsible for, at its own cost and expense, all of the maintenance, repairs, and replacements to the exterior and interior of its Unit (including but not limited to (a) with respect to the exterior of the Unit, the roof, exterior surfaces, windows, exterior doors, foundations, structural walls and columns, foundations; and (b) with respect to the interior of the Unit, the stairwells, hallways, windows, doors and door frames, window and door coverings, plumbing, heating, air conditioning and electrical systems, piping, wiring and receptacles, cabinetry, woodwork, kitchen appliances and equipment, wall coverings, paint, paneling, wallpaper, floor coverings, carpeting, tile, linoleum, and lighting fixtures). If a Unit Owner fails to perform its maintenance, repair and replacement obligations to its Unit as provided hereunder, the Association may do so on such Unit Owner's behalf and charge the reasonable expense thereof to such Unit Owner as a Remedial Assessment. In addition, the Association, its agents and employees may, at its option, effect emergency repairs (or, upon prior notice, other necessary repairs) which a Unit Owner has failed to perform but any and all expense reasonably incurred pursuant to the foregoing provisions shall be the responsibility of such Unit Owner.

SECTION 2. The Association shall be responsible for the maintenance (including clearing of snow, ice and debris, and landscaping), repairs and replacements that are required for the functioning of the Common Elements and/or the Common Area and such other responsibilities that arise from time to time in accordance with the Master Deed that are expressly the obligations of the Association. For purposes of clarity, the Association is not responsible for any other obligations of any Unit under the Master Deed, including without limitation each Unit Owner's obligations under Section 9.1 of the Master Deed.

SECTION 3. Intentionally Omitted.

SECTION 4. Intentionally Omitted.

SECTION 5. Intentionally Omitted.

SECTION 6. Each Member shall be obligated to reimburse the Association for any expenses incurred by the Association in repairing or replacing any part or parts of the Common Elements and/or Common Area to the extent damaged by its negligence or by the negligence of its Occupants, agents, invitees or licensees, promptly or upon receipt of the Association's statement therefor. If the Unit Owner fails to satisfy such reimbursement within thirty (30) days of its receipt of the Association's invoice, such expenses incurred by the Association shall be includible as a Remedial Assessment due from such Unit Owner(s), unless and to the extent fully covered by insurance proceeds received in connection therewith (net of expenses reasonably incurred in connection with same).

SECTION 7. Each Member shall be liable for any damages, liabilities, costs or expenses, including attorney's fees, caused by or arising out of its failure to promptly perform any maintenance and repair work required herein. Any such expenses incurred by the Association shall be includible as a Remedial Assessment due from such Unit Owner(s).

SECTION 8. It shall be an affirmative and perpetual obligation of the Board of Trustees to prepare an annual budget for the maintenance and operation of the Common Elements and Common Area and to fix Common Expense Assessments in an amount at least sufficient to maintain and operate the Common Elements and Common Area in accordance with the budget and as contemplated by the Master Deed and the By-Laws and as required by the Condominium Act. The amount of monies for Common Expenses of the Association deemed necessary by the Board of Trustees and the manner of expenditure thereof shall be a matter for the sole discretion of the Board of Trustees.

SECTION 9. Annual Common Expense Assessments shall be made for each calendar year and shall be payable in monthly installments due on the first day of each month. The Board of Trustees shall cause to be prepared annually at least thirty (30) days in advance of the due date of the first Common Expense installment, an annual budget for the maintenance and operation of the Common Elements and the Common Area and the annual Common Expense Assessment applicable thereto, a list of the Units according to the names of the Unit Owners, which list shall be kept in the office of the Association and shall be open to inspection, upon request, by any Unit Owner. Written notice of the annual Common Expense Assessments shall be sent by mail or delivered to every Unit Owner, as more particularly described in the By-Laws. If any annual Common Expense Assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior year's assessment, increased by ten percent (10%) and any installments of such annual assessments shall be due upon each installment payment date until a new annual Common Expense Assessment is made.

SECTION 10. In the event the annual Common Expense Assessment proves to be insufficient, the Board of Trustees may amend the budget and impose an Amended Common Expense Assessment; provided that nothing herein shall serve to prohibit or prevent the Board of Trustees from imposing an Emergency Assessment in the case of any immediate need or emergency. Written notice of any such Amended Common Expense Assessment (or the levying of an Emergency Assessment) shall be sent by mail or delivered to every Owner, as more particularly described in the By-Laws. In addition to the annual Common Expense Assessments hereinbefore authorized, the Board of Trustees may levy, in any assessment year, a Special Common Expense assessment, for the purpose of defraying in whole or in part, the cost of any unexpected repair, replacement, restoration, or a described capital improvement upon or to the Common Elements and/or Common Area not determined by the Board of Trustees to constitute an emergency or immediate need but for which funds held in reserve are inadequate or for any other lawful purpose. Written notice of such special assessment shall be sent by mail or delivered to every Owner, as more particularly described in the By-Laws. The due date(s) of any special assessment, or any installment(s) thereof, shall be fixed in the resolution authorizing such special assessment.

SECTION 11. Every Owner, by acceptance of a Unit deed or other conveyance for a Unit, whether or not it shall be so expressed in any such Unit deed or other conveyance, shall be deemed to covenant and agree to pay to the Association such sums, by way of Annual Common Expense Assessments, Amended Common Expense Assessments, Emergency Assessments, Special Common Expense Assessments, Remedial Assessments (defined in Section 7.7 of the Master Deed), Temporary Tax Assessment (as defined in Section 7.6) and Miscellaneous Assessments (as defined in Section 7.8 of the Master Deed) (individually and collectively referred to as the "Assessment or "Assessments" as applicable) contemplated in the Master Deed or in the By-Laws. Upon the conveyance of title to a Unit, the portion of the then current annual assessment payable by the new Unit owner shall be an amount which bears the same relationship to the annual assessment as the remaining number of months in the then current annual assessment period bears to twelve, subject to apportionment on a pro-rata basis based on the number of days in said month. Such first annual assessment or portion thereof for which a new Unit owner is liable shall be immediately due upon the closing of title to the purchaser.

SECTION 12. If any Assessments and related charges or any part thereof due from an Owner remain delinquent and unpaid on the Outside Date, and following written notice thereof from the Association, any such Assessment or related charges remain delinquent for an additional fifteen (15) business days following delivery of such notice, a late charge in an amount equal to five (5%) percent of the delinquency shall be assessed against that Unit Owner and shall be deemed part of said Assessment. Interest at the Default Rate shall accrue on the delinquency until paid which interest shall be deemed part of the Assessment. If an Assessment and related charges or any part thereof due from an Owner remain delinquent and unpaid for a period in excess of ten (10) business days from the Outside Date, a "Notice of Delinquency" may be given to that Owner which shall state that if the Assessment or charge remains delinquent for more than ten (10) business days from the date of the Notice of Delinquency, the Association, in addition to exercising all other remedies under the Master Deed and at law, may accelerate and declare immediately due all of that Owners monthly installments of Assessments which are unpaid for that fiscal year. If an Owner fails to pay all Assessments and related charges currently due within ten (10) business days of the date of the Notice of Delinquency, the Association, in addition to exercising all other remedies under the Master Deed and at law, may then accelerate and declare immediately due and payable all Assessment installments for the remainder of that fiscal year, without any notice being given to the delinquent Owner. That Owner shall thereby lose the privilege of paying any Assessments in monthly installments for that fiscal year.

SECTION 13. No Owner may waive or otherwise avoid liability for Common Expenses by non-use of the Common Elements and/or Common Area. Each such assessment shall be a continuing lien upon the Unit against which it was made and shall also be the joint and several personal obligation of such Owner at the time when the Assessment fell due, and of each subsequent Owner of such Unit, together with such interest thereon and cost of collection thereof (including reasonable attorney's fees). The Association shall effect its lien for unpaid Assessments including those charges and expenses incurred by the Association in attempting to collect the monthly maintenance fees by recording in the Office of the Clerk of Hudson County, a "claim of lien" stating the description of the Unit in default, the name of the Owner, the amount of the unpaid Assessment due and the date when due. Said "claim of lien" shall be signed by an officer or agent of the Association. 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. 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 By-Laws and Rules and Regulations of the 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 to be bound thereby.

SECTION 14. Upon any voluntary conveyance of a Unit, the grantor and grantee of such Unit shall be jointly and severally liable for all unpaid Assessments pertaining to such Unit duly made by the Association or accrued up to the date of such conveyance, without prejudice to the right of the grantee to recover from the grantor any amounts paid by the grantee, but the grantee shall be exclusively liable for those accruing while such grantee is the Owner. Any Owner or any purchaser of a Unit prior to completion of a voluntary sale may request 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 therefor. The Association shall be entitled to charge any Owner or purchaser of a Unit a reasonable fee for the preparation of said statement. 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 Owner at the time of issuance of any such statement shall be entitled to rely thereon and its liability shall be limited to the amounts set forth in such statements.

SECTION 15. Intentionally Omitted.

SECTION 16. A Unit may be sold by the sheriff on execution, free of any claim not a lien of record, for 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 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 Owners 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, its successors and assigns.

SECTION 17. Intentionally Omitted.

SECTION 18. All property taxes, special assessments, municipal service charges and any other charges imposed by any taxing authority are to be separately assessed against and collected on each Unit as a single parcel as provided in the New Jersey Condominium Act. In the event that for any year such taxes are not separately taxed on the Property as a whole, the Association shall pay the real property taxes assessed against the Condominium property and shall levy a supplemental assessment promptly upon receipt of tax bills payable by the Unit owners, which supplemental assessment shall be allocated and assessed against each Unit in accordance with its proportionate undivided percentage interest in the Common Elements. Notwithstanding anything to the contrary contained herein, if property taxes are paid for the entire Condominium property pursuant to the Financial Agreement, each Unit Owner shall pay its share (based on each unit's respective percentage interest in the Common Elements) of the payment due under the Financial Agreement.

SECTION 19. In addition to the other Assessments herein authorized, the Board may levy a Remedial Assessment against any individual Unit whenever required or permitted to do so by the provisions of Article 9 of the Master Deed regarding maintenance and repair of the Units for which the Unit Owner is responsible, but which are performed by the Association. The Board may also provide by its Rules and Regulations for ordinary maintenance and minor repairs and replacements to be furnished to the Units by Association personnel or representatives and charged as a Remedial Assessment.

SECTION 20. The Association may employ by contract or otherwise, a manager or managing agent (collectively, "Manager") to oversee, supervise, and carry out all or some of the responsibilities of the Association. The Unit Owners acknowledge that Grantor has retained, on behalf of the Association, RD Management LLC, a Delaware limited liability company or its affiliate ("RD"), an affiliate of the Grantor to carry out the administrative responsibilities of the Association. The contract between the Association and RD provides for an initial term of one (1) year, which shall automatically renew on an annual basis.

SECTION 21. Any and all fines, late charges, costs of collection (including reasonable attorneys' fees), interest on unpaid Assessments, capital contributions, membership fees, escrow deposits or any other sums required to be paid to the Association by a Unit Owner(s) by the provisions of the Master Deed, By-Laws and Rules and regulations of the Association or any duly adopted Resolution of the Board of Trustees, shall be deemed Miscellaneous Assessments which each Unit Owner has covenanted and agreed to pay according to the provisions of the Master Deed and for which such Unit Owner is liable, and shall be collectible by the Association in the same manner as other Assessments pursuant to the provisions hereof and N.J.S. 46:8B-21.

SECTION 22. Intentionally Omitted.

SECTION 23. Each Member shall comply strictly with these By-Laws and with the Rules and Regulations adopted pursuant hereto, as either of the same may be lawfully amended from time to time consistent with the covenants, conditions and restrictions set forth in the Master Deed and in the Unit Deed for its Unit. Failure to comply with any of the same shall be grounds for a civil action to recover sums due for damages or injunctive relief, or both, maintainable by the Association on behalf of the Unit Owners.

ARTICLE V
BOARD OF TRUSTEES

SECTION 1. The Association shall be governed by an initial Board of four (4) (the "Trustees"). The Grantor shall have the exclusive right to nominate and appoint the members of the Board of Trustees until one (1) or more of the Units in the Condominium have been sold and conveyed. Thereafter, each Unit Owner other than the Grantor shall be entitled to appoint one (1) Trustee to the Board of Trustees. Notwithstanding anything contained herein to the contrary, as long as Grantor holds one or more Unit(s) for sale in the ordinary course of business, the Grantor shall be entitled to appoint one Trustee for each such Unit. In the event that the Grantor holds any Unit that is not offered for sale in the ordinary course of business then for purposes of such Unit, the Grantor shall be deemed a "Unit Owner other than the Grantor". At all duly convened meetings of the Board of Trustees, a Majority of the Board of Trustees shall constitute a quorum for the transaction of business except as otherwise expressly provided in the Master Deed, the By-Laws or by the Condominium Act and the acts of the Majority of the Board of Trustees present at such meeting at which a quorum is present, shall be deemed the acts of the Association. At references to actions of the Association shall mean such acts as determined by the Majority of the Board of Trustees at a duly convened meeting of the Board of Trustees.

Each Board Member shall be a Unit Owner or in the case a Unit Owner is a corporation, partnership, limited partnership or limited liability company, a stockholder, partner, partner or managing member a designee of such entity.

SECTION 2. At the annual meeting of the Association, each Unit Owner shall appoint one member to the Board. The term of office for those Trustees shall be for a period of One (1) year or until the next annual meeting of the Unit Owners is convened for the purpose of appointing members to the Board. If, during any term, the office of any Trustee shall become vacant by reason of his or her death, resignation, retirement, disqualification, removal from office or otherwise, the Unit Owner having appointed such Trustee shall be entitled to appoint a replacement Trustee.

SECTION 3. Trustees may be removed with or without cause, by the affirmative vote of the Members representing two-thirds of the ownership interest in the Condominium at any annual or special meeting of Members duly called for such purpose. In the event the office of a Trustee becomes vacant by reason of death, resignation, retirement, disqualification or is removed, a replacement Trustee will be designated by the Unit Owner initially appointing the removed Trustee.

SECTION 4. Omitted.

SECTION 5. Regular meetings of the Board of Trustees may be held at such time and place as permitted by law as from time to time may be determined by the Board of Trustees. Notice of regular meetings of the Board shall be given to each Trustee personally, by email, telephone or by United States mail, with postage prepaid, or any other method permitted by applicable law, directed to such Trustee at the last known address as the same appears on the records of the Association, at least five (5) days before the date appointed for such meeting (unless such five (5) day period is waived by a Trustee) (other than under emergency conditions, in which event notice as is reasonable under the circumstances shall be required). Such notice shall state the date, time and place of such meeting and the purpose thereof.

SECTION 6. Special meetings of the Board of Trustees may be called by the President of the Association on three days written notice to each Trustee, given in the same manner as provided in Section 8 of this Article. The President or the Secretary in like manner upon the written request of any two Trustees shall call special meetings of the Board.

SECTION 7. Before any meeting of the Board of Trustees whether regular or special, any Trustee may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Trustee at any meeting of the Board shall likewise constitute a waiver by him of such notice. If all Trustees are present at any meeting of the Board, no notice of such meeting shall be required and any business may be transacted at such meeting except as prohibited by law or these By-Laws.

SECTION 8. Any action by the Board of Trustees may be taken without a meeting if all of the Members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

SECTION 9. At all duly convened meetings of the Board of Trustees, a Majority of the Board of Trustees shall constitute a quorum for the transaction of business except as otherwise expressly provided in these By-Laws or by law, and the acts of the Majority of the Board of Trustees present at such meeting at which a quorum is present, shall be the acts of the Board of Trustees. If at any meeting of the Board of Trustees there shall be less than a quorum present, the Trustee or Trustees present may adjourn the meeting from time to time, and at any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting as originally called may be transacted without further notice of any Trustee.

SECTION 10. The Board of Trustees shall have and exercise all lawful powers and duties necessary to properly conduct and administer the affairs and obligations of the Association as set forth in the Master Deed.

SECTION 11. After control of the Board of Trustees has become vested in Trustees appointed by Unit Owners other than the Grantor, and so long as the Grantor owns at least one (1) Unit, then neither the Association nor its Board of Trustees shall take any action that will impair or adversely affect the rights of the Grantor or cause the Grantor to suffer any financial, legal or other detriment, including but not limited to any direct or indirect interference with the sale of Units, or the assessment of the Grantor for capital improvements.

If there is any dispute between the Board and Grantor as to any matter contemplated by this

Section 11, the matter shall be submitted to arbitration in accordance with the rules of the American Arbitration Association, and the new policy or procedure that has been proposed by the Board shall not become effective pending the final decision of the arbitrators.

ARTICLE VI
OFFICERS

SECTION 1. The officers of the Association shall be a President, Vice-President, Secretary and a Treasurer. The Secretary may be eligible for the office of Treasurer. The President and Vice President shall be Members of the Board of Trustees. An Assistant Secretary may be appointed by the Board of Trustees and need not be a Member of the Board of Trustees.

SECTION 2. The officers of the Association shall be elected annually by the Board of Trustees at the organization of each new Board and shall hold office until their successors are elected or appointed by the Board and qualify, provided that each officer shall hold office at the pleasure of the Board of Trustees and may be removed either with or without cause and his successor elected at any annual or special meeting of the Board called for such purpose, upon the affirmative vote of a Majority of the Members of the Board. The Board of Trustees may, from time to time, appoint such other officers as in its judgment are necessary.

SECTION 3. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members and of the Board of Trustees. The President shall have the powers and duties usually vested in the office of President of an Association, including, but not limited to the power to appoint committees from among the Members from time to time as the President may deem appropriate to assist in the conduct of the affairs of the Association. The President shall execute such deeds, contracts and other instruments, in the name and on behalf of the Association and under its corporate seal when a seal is required, except when such documents are required or permitted by law to be otherwise executed and except when the signing and execution thereof shall be delegated by the Board of Trustees to another officer or agent of the Association.

SECTION 4. The Vice President shall perform such duties and have such authority as from time to time may be delegated to him by the President or by the Board. In the absence of the President or in the event of his death, inability or refusal to act, the Vice President shall perform the duties and be vested with the authority of the President.

SECTION 5. The Secretary or Assistant Secretary shall attend all meetings of the Board of Trustees and all meetings of the Members and record all votes and the minutes of all meetings and proceedings, including resolutions, in a minute book to be kept for that purpose and shall perform the duties for any committees when required. The Secretary shall have charge of the minute book and such records and papers as the Board shall direct and perform all duties incident to the office of the Secretary, including the sending of notice of meetings to the Members, the Board of Trustees and committees and such other duties as may be prescribed by the By-Laws or by the Board of Trustees or the President. The Secretary shall also have custody of the corporate seal and when authorized by the Board, affix the same to any instrument requiring it and attest the same when appropriate.

SECTION 6. The Treasurer shall have the responsibility for the Association's funds and securities and shall keep books belonging to the Association and shall deposit all moneys, checks and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Trustees. The Treasurer shall disburse the funds of the Association as may from time to time be ordered by the Board or by the President, and shall render to the President and Trustees at the regular meetings of the Board or whenever they or either of them shall require, an account of his transactions as Treasurer and of the financial condition of the Association.

SECTION 7. The officers of the Association shall serve without compensation except that they shall be entitled to reimbursement for all expenses reasonably incurred in the discharge of their duties.

ARTICLE VII
INDEMNIFICATION OF OFFICERS AND DIRECTORS

SECTION 1. The Association shall indemnify every Trustee and officer, their heirs, executors and administrators, against all loss, costs and expenses, including counsel fees, reasonably incurred by such Trustee in connection with any action, suit or proceeding to which such Trustee may be made a party by reason of its being or having been a Trustee or officer of the Association, except as to matters as to which such Trustee shall be finally adjudged in such action, suit or proceeding to be liable for fraud or gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matter covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of fraud or gross negligence or willful misconduct in the performance of its duty as such Trustee of officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which Trustee or officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions, shall be treated by the Association as Common Expense; provided, however, that nothing in this Article contained shall be deemed to obligate the Association to indemnify any Member or Unit Owner who is or has been a Trustee or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of its membership in the Association or as a Member or Owner of a Unit in the Condominium. Nothing contained herein to the contrary shall serve to exculpate the Members of the Board of Trustees appointed by the Grantor from their fiduciary responsibilities to the Association.

ARTICLE VIII
FISCAL YEAR

SECTION 1. The fiscal year of the Association shall begin on the first day of January in each year.

ARTICLE IX

AMENDMENTS TO BY-LAWS

SECTION 1. These By-Laws may be amended from time to time pursuant to the same terms and conditions for Amendment of the Master Deed under Section 14 of the Master Deed.

ARTICLE X
DISSOLUTION

SECTION 1. In the event it shall be deemed advisable and for the benefit of the Members that the Association should be dissolved, the procedures concerning dissolution set forth in Chapter 12 of Title 15A of the Revised Statutes of the State of New Jersey, entitled "Corporations and Associations Not for Profit", shall be followed.

SECTION 2. In the event of a dissolution, the assets including Common Surplus, if any, of the Association, after payment of all debts including mortgages and other encumbrances shall be distributed to the Members of the Association in accordance with their percentage of ownership therein.

ARTICLE XI
MEMBER'S PERCENTAGE OF OWNERSHIP

SECTION 1. The percentage interest of each Member of the Association shall be as set forth in the Master Deed.

ARTICLE XII
MISCELLANEOUS

SECTION 1. The Board of Trustees may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances; and, unless so authorized by the Board of Trustees, no officer, agent or other person shall have any authority to bind the Association by a contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

SECTION 2. The Association shall keep in its principal office the original or a copy of these By-Laws, as amended or otherwise altered to date, certified by the Secretary, the Master Deed and any other rules concerning the Condominium Property and the books, records and Financial Statements of the Association, which shall be open to inspection by the Members, Institutional Lenders, and to holders, insurers and guarantors of any first mortgage on a Unit, at all reasonable times during office hours.

SECTION 3. Number and gender as used in these By-Laws shall extend and include both singular and plural and all genders as the context construction required.

SECTION 4. IN THE EVENT THERE ARE ANY INCONSISTENCIES OR CONFLICTS BETWEEN PROVISIONS CONTAINED WITHIN THESE BY-LAWS OR

ANY PROVISION CONTAINED WITHIN THE MASTER DEED, THE PROVISIONS SET FORTH IN THE MASTER DEED SHALL GOVERN.

SECTION 5. Subject to the Master Deed, the Association may do all that it is legally entitled to do under the laws applicable to its form of organization. The Association shall discharge its powers in a manner that protects and furthers the health, safety and welfare of the 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. Any such disputes may be submitted to arbitration in accordance with the rules of the American Arbitration Association. The Association shall develop procedures whereby Unit Owners may bring grievances against other Unit Owners for violations of the Master Deed, the By-Laws and the Rules and Regulations of the Association. The Association shall also develop and maintain a procedure whereby the Unit owners may bring grievances against the Association to the Board of Trustees.

ARTICLE XIII
PROCEDURES FOR OPEN MEETINGS.

A. OPEN MEETINGS OF ASSOCIATION

(1) OPEN MEETINGS. All meetings of the Association, except conference or working sessions at which no binding votes are to be taken, shall be open to attendance by all unit owners.

(2) RESTRICTIONS TO OPEN MEETINGS. Despite (1) above, the Association may exclude or restrict attendance at those meetings or portions of meetings dealing with the following:

(a) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy

(b) Any pending or anticipated litigation or contract negotiations;

(c) Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise its ethical duties as a lawyer, or

(d) Any matter involving the employment, promotion, discipline, or dismissal of a specific employee of the association.

(3) MINUTES AT OPEN MEETINGS. At each meeting required to be open to all unit owners, minutes of the proceedings shall be taken, and copies of those meetings shall be made available to all unit owners before the next open meeting.

(a) The Association shall keep reasonably comprehensible minutes of all its meetings showing the time and place, the members present, the subjects considered, the actions taken, the vote of each member, and any other information required to be shown in the minutes by the By-Laws. Such minutes shall be made available to the public within 30 days.

B. NOTICE REQUIREMENTS FOR OPEN MEETINGS

(1) NOTICE. Adequate notice of any open meeting shall be given to all Unit Owners.

(2) ADEQUATE NOTICE. Adequate notice means written advance notice of at least 48 hours, giving the date, time, location and, to the extend known, the agenda of any regular, special, or rescheduled meeting such notice shall accurately state whether formal action may or may not be taken. This notice shall be:

(a) Prominently posted in at least one place within the Condominium Property reserved for such or similar announcements.

(b) Mailed, telephoned, faxed or hand delivered to at least two newspapers designated by the Association Board.

(c) Filed with the Association Secretary or administrative officer responsible for administering the Association business office.

(3) ANNUAL POSTING OF OPEN-MEETINGS. At least once each year within (7) seven days following the annual meeting of the Association, the governing body shall post and maintain posted throughout the year, notice of meetings in those locations set forth above.

C. EMERGENCY MEETINGS. In the event that an Association meeting is required to deal with such matters of urgency and importance that any delay would result in substantial harm to the interests of the Association, then such notice shall be deemed adequate if it is provided as soon as possible following the calling of said meeting.

D. VOTING RIGHTS. Except as otherwise provided in these By-Laws, the Master Deed or Condominium Acts, the affirmative vote of at least a Majority of Unit Owners in attendance at a membership meeting and in good standing and entitled to vote on any matters requiring the vote of the Unit Owners.

(1) GOOD STANDING. Only Unit Owners who hold memberships in good standing shall be entitled to vote on decisions. Each Unit Owner shall be entitled to the assigned vote for each Unit to which such Owner holds title with respect to all decisions to be voted upon by the Unit Owners.

(2) QUORUM. Except as otherwise provided in these By-Laws, the presence (in person or by Proxy) of a Majority of the Members of the Association entitled to vote shall constitute a quorum for the transaction of business at a Unit Owner's meeting. If any Unit Owner's meeting cannot be organized because a quorum has not been achieved, the members present or by proxy shall adjourn the meeting for at least 48 hours from the time the original meeting was scheduled.

E. WAIVER OF NOTICE OF MEETINGS (OPTION). Any action which may be taken at a meeting of Members may be taken without a meeting if authorized by a writing signed by the required percentage of Members entitled to vote for that particular matter.

F. COMMON EXPENSES

(1) NOTICE OF COLLECTION. The Board shall give written notice to each Unit Owner of the budget amount of expenses estimated by the Board for the forthcoming budget year. This notice shall be directed to the Unit Owner at its last known address by ordinary mail or hand delivery. In the event the Assessments levied on the Unit Owner are not paid by the Unit Owner as required, the Board may assess fines, liens, delinquency assessments, costs of collection and interest at a rate not to exceed an amount allowable under the law.

(2) SURPLUS FUNDS. Any surplus of common expense funds remaining after payment of the common expenses may be used by the Association for any lawful purpose. The unused portion shall be proportionately divided among Unit Owners, based on their interests in the Common Elements. The surplus shall be credited to the Unit Owners forthcoming year's annual Common Expense Assessment.

EXHIBIT F TO
MASTER DEED
PERCENTAGE OF INTEREST SCHEDULE

BAYONNE BLOCK 721 COMMERCIAL CONDOMINIUM
ALL UNITS AS TO COMMON ELEMENTS

Unit#	Allowed Building Square Footage	Percentage Interest
1.	35,008	38.56%
2.	14,698	16.18%
3.	5,980	6.58%
4.	35,117	38.68%
	90,803	**100%**

EXHIBIT G TO
MASTER DEED

DECLARATION OF RESTRICTIVE COVENANTS

Declaration of Restrictive Covenants recorded on 5/18/2018 in the Hudson County Clerk/Register's Office in Book 9307, Page 638

EXHIBIT G-1 TO
MASTER DEED

USE AND RESTRICTIVE COVENANTS

1. From and after the date that a lease (the "LAF Lease") between Grantor, as landlord, and Fitness International, LLC, as tenant (together with its affiliates, successors, assigns, and permitted subtenants, licensees and concessionaires, collectively, "LA Fitness"), is executed and until such time as the lease term expires or otherwise terminates, then:

(a) subject to the provisions hereof, only LA Fitness shall sell health club, gym or fitness related memberships anywhere within the Condominium Property (including, without limitation, any sales from kiosks) nor shall any fitness related operation (including, without limitation, health club, high intensity interval training, aerobics, yoga, Pilates, guided stretching, dance studio offering fitness-oriented classes such as Zumba, spinning/cycling, circuit training, personal training, basketball, boxing, cardiovascular or jazzercise operations) (the "LAF Exclusive Use Restriction") be permitted to operate in the Condominium Property (other than in Unit 1).

(b) Grantor covenants and agrees that the Condominium Property shall be constructed, leased, operated, maintained and managed as a first-rate retail center and that no portion of the Condominium Property shall be used or occupied for any of the following uses listed below:

- any unlawful use
- funeral establishment
- used car lot
- auction or bankruptcy sale (except those which are lawful and bona fide)
- pawn shop
- shooting gallery
- refinery
- tattoo parlor/shop
- unemployment agency
- government uses open to the public, including, but not limited to, a post office, department of motor vehicles office, social security office, or welfare office
- food stamp center
- check cashing / pay day loan business (excluding banks)
- call center / phone bank
- adult bookstore
- any establishment that traffics in pornography/nudity/lewd acts
- adult themed restaurants such as Hooters, Tilted Kilt and Twin Peaks
- buffet restaurant
- sit down waiter service restaurants (however this restriction is inapplicable to Unit 2 depicted on the site plan attached to this Master Deed as Exhibit I (the "Site Plan")

- "park and ride"
- amusement park
- dance hall
- cocktail lounge, bar, sports bar (unless part of a permitted restaurant)
- disco or night club (unless part of a permitted restaurant)
- gambling establishment including bingo, OTB, and other games of chance
- thrift stores / second hand store
- auction house or flea market
- ground floor office that has no interaction with the public unless ancillary to other permitted uses
- except as expressly permitted below, medical use, including, but not limited to a facility or clinic offering abortion services, methadone or similar drug or alcohol addiction treatments or services, donor clinics, or drug or product testing services; provided, however, that urgent care medical facilities will be permitted in Unit 2 depicted on the Site Plan
- except as expressly permitted below, school, training, educational or day care facility, including but not limited to: beauty schools, barber colleges, nursing schools, diet centers, real estate school including a real estate office that includes a school, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers such as tutoring of any grade/level of school/university for subjects/testing
- marijuana dispensing or sales (however the foregoing will not prohibit sales by a licensed regional or national pharmacy of marijuana and/or marijuana products whose sale is legally permitted and Grantor shall be permitted to allow one licensed dispensary of marijuana and/or marijuana products (in addition to the pharmacy) to be operated but only for medical purposes (and not for recreational use) whose sale is legally permitted)
- massage parlor (provided, however, the foregoing restriction shall not prohibit the operation of any licensed business offering therapeutic massages (e.g., *Massage Envy* and *Massage Heights*)
- any use that is inconsistent with the operation of a first-class retail shopping center in Bayonne taking into account the changing nature of uses within shopping centers

Notwithstanding the foregoing, but subject to Grantor's prior written consent thereto (though Grantor's consent shall not be required with respect to Unit 1), the following uses are permitted pursuant to this Exhibit G-1 in Units 1, 2, 3, and 4:

Any school, training, educational or day care facility not to exceed two thousand five hundred (2,500) square feet of Floor Area (nor seven thousand five hundred (7,500) square feet of Floor Area in the aggregate), including but not limited to, beauty schools, barber colleges, nursing schools, diet centers, real estate school including a real estate office not to exceed two thousand five hundred (2,500) square feet of Floor Area that includes a school, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers such as tutoring of any grade/level of school/university for subjects/testing such as *Score*, *Mathnasium,* etc. Note: For purposes of this Exhibit G-1 only, "Floor Area" shall mean the actual number of square feet of space contained within the areas of the Condominium Property from time to time available or held by Grantor for the exclusive use and occupancy of Occupants or future occupants of the Condominium Property (including, without limitation, any building or permanently enclosed structure in the Condominium Property (including both floors of the building located on Unit 1) and any loading and trash areas within the building lines; any mezzanine areas used for retail purposes (*e.g.*, available to retail customers, as opposed to being used solely for office purposes and not available to or accessible by the public generally), regardless of whether such areas are built-out, rented or occupied. Floor Area shall be measured pursuant to ANSI/BOMA Z65.5-2010 Standard Methods of Measurement (Retail Buildings) (Exterior Gross Area) with all occupant voids being deducted in the calculation of Floor Area. Except as set forth above, Floor Area shall not include arcades, pop-outs, bump-outs, stairs, staircases, passageways, shafts, leave outs, and other architectural elements, any areas used for truck parking, exterior loading or unloading, trash storage or sidewalks.

- One (1) medical office/clinic not to exceed 2,500 square feet
- One (1) office open to the public not to exceed 2,500 square feet
- There shall be no restriction on any sit-down waiter service restaurant in Unit 2, provided that Unit 2 is self-parked to code based on the parking spaces located in Unit 2 and without regard to any parking spaces elsewhere in the Condominium Property.

There shall be no restriction on any fast-casual restaurant or quick service restaurant. As used herein, the term "fast-casual restaurant" means a restaurant in which customers order and pick up their food and/or beverages at and from a counter, and orders and deliveries for such food and/or beverages shall not be taken or delivered by a waiter/waitress. In the interest of clarity and by way of example, (i) Panera Bread, Panda Express, Chipotle, Jimmy John's, Jersey Mike's, Firehouse Subs, Which Wich and Raising Cane's are examples of fast casual restaurants. As used herein, the term "quick service" restaurant is a fast food restaurant, with or without a drive-thru such as McDonald's, Arby's, Wendy's, Starbucks or Dunkin Donuts or comparable businesses.

(c) Grantor will not permit parking spaces in the Condominium Property to be used by any "Prohibited Persons" (defined as anyone other than (i) the Occupants of the Condominium Property and Grantor (and each of their respective invitees, customers, contractors, subcontractors, employees, suppliers and agents while doing business, utilizing the facilities, or shopping in the Condominium Property), and (ii) persons having a legitimate purpose of doing business in the Condominium Property (such persons identified in (i) or (ii) are sometimes referred to herein as "Invited Persons"); provided, however, notwithstanding anything to the contrary in the LAF Lease, although Grantor will use its commercially reasonable efforts to prevent employees, agents and contractors of the occupant of the Costco Property from parking in the Condominium Property (unless they are also Invited Persons), Grantor will not be obligated to enforce the Parking Prohibition (defined below) against any customers of such occupant of the Costco Property. The restriction contained in the immediately preceding sentence is referred to as the "Parking Prohibition". Grantor shall enforce (or cause the Association to enforce, to the extent not within a Unit owned by Grantor) the Parking Prohibition by (i) prohibiting the Prohibited Persons from using the Parking as more particularly set forth in this Master Deed, (ii) providing signage with respect to the Parking Prohibition in accordance with the Master Deed, and (iii) upon specific request to Grantor by LA Fitness as to an on-going infraction, subjecting such vehicles violating the Parking Prohibition to fines and towing by causing the Association to do so if such car or cars are identified by LA Fitness ("Tenant-Identified Cars") as violating the restrictions set forth in this Master Deed. If Grantor fails to perform any of its obligations set forth in subsection (iii) in the immediately preceding sentence when required, LA Fitness may, upon no less than three (3) days prior notice to Grantor, at its sole option, implement any such enforcement mechanism on behalf of Grantor, whereupon Grantor shall within five (5) business days of demand (which shall be accompanied by reasonable supporting documentation) reimburse LA Fitness for any costs or expenses reasonably incurred by LA Fitness in connection with any such implementation; provided, however, that if any third party challenges or contests the towing and/or fines of any Tenant Identified Cars that were not in violation of the Parking Prohibition, LA Fitness shall be responsible, at its sole cost and expense, for defending or otherwise addressing such challenge or contest and Claims (as defined in LAF Lease) arising in connection therewith. For the avoidance of doubt, and notwithstanding anything to the contrary in this Master Deed, under no circumstances shall Grantor and/or the Association have any duty to investigate the veracity of any claim made by LA Fitness that a Tenant-Identified Car is violating the restrictions set forth in this Master Deed.

(d) Each building within the Condominium Property that is depicted on the elevation drawings attached to Exhibit J attached hereto shall not materially exceed the height and size of such building as shown on such elevation drawings.

(e) Notwithstanding the foregoing, if, following LA Fitness's initial opening for business within its premises on Unit 1 (the "LAF Premises"), the LAF Premises cease to be operated for the LA Fitness primary uses (the "LAF Primary Uses") in more than sixty percent (60%) of the Floor Area of the LAF Premises for a period in excess of one hundred eighty (180) consecutive days (unless such cessation is by reason of (A) a casualty, (B) condemnation, (C) any alteration, remodeling or renovation not as a result of a casualty or condemnation (so long as such closure pursuant to this item (C) does not exceed two hundred and seventy (270) days in the aggregate subject to Force Majeure Events (as defined in the LAF Lease) and Landlord Delays (as defined in the LAF Lease)), (D) an uncured environmental condition not caused by LA Fitness or any of its employees, contractors or agents or other Tenant Party (as defined in the LAF Lease), (E) any Force Majeure Events (as defined in the LAF Lease) or (F) any national holiday (such a closure for business is sometimes referred to herein as a "Permitted Tenant Closure")), unless and until the LAF Premises are again being operated for the LAF Primary Uses in more than sixty percent (60%) of the Floor Area of the LAF Premises, the LAF Exclusive Use Restriction shall no longer be applicable and any applicable leases or other agreements entered into after the expiration of such one hundred eighty (180) day period and during the period that the LAF Premises are not being operated for the LAF Primary Uses shall not be affected by the renewed operation of the LAF Premises for the LAF Primary Uses.

All of the restrictive covenants and use covenants and restrictions referenced in Section 10.1 of the Master Deed are collectively referred to as the "Restrictive Covenants". Notwithstanding this paragraph or anything else to the contrary in the Master Deed, the Restrictive Covenants do not restrict or limit, the Primary Uses or the Ancillary Uses (as such terms are defined in the LAF Lease).

EXHIBIT G-2 TO
MASTER DEED

USE AND RESTRICTIVE COVENANTS

1. From and after the date that Grantor, as seller, conveys Unit 4 to Lidl US Operations, LLC or its affiliates, successors and assigns, as purchaser (collectively "Lidl"), then, subject to the conditions hereof, Unit 4 shall not be used for the following purposes without the express written authorization of the other Unit Owners: (i) the uses listed in #4 below; the sale of health club, gym or fitness-related memberships (including, without limitation, any sales from kiosks), (iii) any fitness related operation (including, without limitation, health club, high intensity interval training, aerobics, yoga, Pilates, guided stretching, dance studio offering fitness-oriented classes such as Zumba, spinning/cycling, circuit training, personal training, basketball, boxing, cardiovascular or jazzercise operations), (iv) a restaurant (fast food, take-out, or otherwise), (v) any non-retail use, (vi) a retail banking facility, trust company, commercial bank, savings bank, savings and loan association, or a loan company, credit union or similar financial institution, (vii) a coffee shop (such as Starbucks, Wawa, Royal Farms, 7-11 or Panera Bread), (viii) the sale of: (a) whole or ground coffee beans, (b) espresso, espresso-based drinks or coffee-based drinks, (c) tea or tea-based drinks, (d) brewed coffee, or (e) blended beverages (except this subsection (viii) shall not apply to anchor tenants (or occupants) occupying at least 10,000 contiguous interior Gross Leasable Area (as defined below) or more and/or with respect to a pharmacy, supermarket or grocery store occupying at least 20,000 contiguous interior Gross Leasable Area or more ("Gross Leasable Area" means the number of gross square feet of leasable enclosed ground floor area intended primarily for the exclusive use by an occupant for any length of time, excluding basement and mezzanine space (unless used for the sale and display of merchandise) and storage space within or immediately adjacent to an Occupant's premises, and excluding any Condominium management office, common area, maintenance storage areas, and common area community room), so long as such tenant or occupant does not have a separate entrance or exterior signage for the sale of such items, or otherwise advertises, in a manner visible from the exterior of such space, the sale of such items); (ix) the sale of: candy; vitamins; health and beauty aid products; greeting cards and gifts; one-hour or other on-site photo processing including, without limitation, digital photo processing, and (x) a pharmacy mail order facility, a drug store, a pharmacy prescription department, a retail health center, and/or a discount, 99 cents store or "dollar" store which sells general merchandise (a "Dollar Store"). Examples of a Dollar Store (without limiting such Dollar Stores only to those listed) are stores such as Fred's, Dollar Store, Dollar General, or Family Dollar. Notwithstanding the foregoing, a supermarket or grocery store may devote up to (a) 150 square feet to the display and sale of greeting cards, (b) 1,000 square feet to the display and sale of health and beauty aids, and (c) 3,000 square feet to the combined display and sale of candy, vitamins, over the counter drugs, wrapping paper, and gift bags. Further, the second story/mezzanine space in the Unit 4 building shall be restricted to only office use ancillary to the primary business operations on site, and shall not be used or occupied for any other use or purpose.

2. Subject to the conditions hereof, for so long as Lidl operates a supermarket or grocery store on Unit 4, then the Condominium Property shall not be used for the sale of: (1) packaged or fresh seafood, meat or poultry for off-premises consumption, (2) packaged or fresh produce or

vegetables for off-premises consumption, (3) packaged or fresh dairy products (excluding ice cream, frozen yogurt, or similar confection/dessert items) for off-premises consumption, and (4) packaged or fresh bakery products for off-premises consumption (collectively, the "Lidl Restrictive Use Provision"). The foregoing Lidl Restrictive Use Provision shall not be deemed to prohibit the operation of pickup facilities (such as, by way of example and not limitation, those operated by Wal-Mart and Amazon) by companies that sell grocery items. The foregoing use restriction shall terminate in the event that Lidl shall not operate a grocery store or supermarket for a period of two (2) consecutive years (as extended by force majeure), or upon conveyance of Unit 4 to Grantor.

Notwithstanding the foregoing, the Lidl Restrictive Use Provision shall be deemed not to prohibit any of the following: (i) a convenience store (such as Wawa, QuickCheck, 7-11, Royal Farms or other nationally or regionally recognized convenience store), provided that any such convenience store shall not exceed 7,500 square feet, (ii) a delicatessen, (iii) a sandwich shop, (iv) a bakery (including Panera Bread), (v) a bank, credit union or other financial institution, (vi) any restaurant (fast food, take-out, or otherwise), (vii) a pizzeria, (viii) a pharmacy (such as CVS or Walgreens), (viii) a coffee shop (such as Starbucks, Wawa, 7-11 or Panera Bread, as all are now or hereinafter operated), (ix) a department store (except that any such store shall not have more than 3,500 square feet for the sale or display of food items), (x) any pet supply store, (xi) a health club, training facility or gym (such as LA Fitness or Planet Fitness, as all are now or hereinafter operated), and/or (xii) any so-called club warehouse comparable to those operated by BJ's Wholesale Club and Costco (as all are now or hereinafter operated).

3. The Condominium Property shall not be used for any use that is inconsistent with the operation of a first-class retail shopping center in Bayonne.

4. Unit 4 shall not be used for any of the following purposes without the express written consent of the other Unit Owners:

- Any establishment selling or exhibiting pornographic materials; any adult bookstore or other similar establishment where minors are not permitted; any establishment selling or exhibiting paraphernalia for use with illicit drugs; any so called "head shop"; or any adult bookstore, adult video store or adult movie theater; any sale of marijuana or other drugs (whether in food other otherwise and whether medical or recreational);
- Any massage parlor, topless club, strip joint, exotic or erotic dance clubs;
- Any pawn shop, flea market, junk yard, carnival, shooting gallery, bingo parlor, off-track betting parlor or other gambling establishment, facility or operation, including but not limited to: off-track or sports betting parlor;
- Any auditorium, meeting hall, church, temple, synagogue or other house of worship, or similar place of general public assembly;
- The sale, rental or storage or guns, firearms, ammunition, explosives or other unusually hazardous materials;
- Any auction house or similar operation;
- Any dry cleaning plant;

- Any veterinary hospital or animal-raising facilities or boarding facility or pet store;
- Any funeral parlor or mortuary;
- Any pool or billiard halls, amusement park, bowling alleys, ice or roller skating rinks, or other entertainment facilities;
- Any dance or music halls, "disco", nightclubs or discotheques;
- Any video or game centers or arcade centers;
- Any training or educational facility, including but not limited to, beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided, however, the foregoing restriction shall not be applicable to any on-site employee or other training by a tenant incidentals to the conduct of its business in its premises;
- Any psychic, tarot card reading or similar services;
- Any office use (other than Lidl's office use on the mezzanine level);
- Any bail bondsman or any checks-cashed or similar facilities; and/or
- Any other use not typically found in a first-class retail shopping center in Bayonne (except that for the avoidance of doubt, notwithstanding anything to the contrary contained in this Exhibit G-2, a health and fitness facility shall be permitted).

EXHIBIT G-3 TO
MASTER DEED

USE AND RESTRICTIVE COVENANTS

From and after the date that a lease (the "Starbucks Lease") between Grantor, as landlord, and Starbucks Corporation, as tenant (together with its affiliates, successors and/or assigns, collectively, "Starbucks") is executed with respect to a portion of Unit 3, and until such time as the lease term expires or otherwise terminates then, subject to the provisions hereof, no portion of the Condominium Property shall be used for the sale of (a) whole or ground coffee beans, (b) espresso, espresso-based drinks or coffee-based drinks, (c) tea or tea-based drinks, (d) brewed coffee or (e) blended beverages. Notwithstanding the foregoing, other tenants and/or occupants may sell brewed coffee or brewed tea which is neither (i) gourmet, nor (ii) brand identified. "Gourmet" shall be defined as: (a) beverages made using Arabica beans or (b) sourced from a gourmet coffee or tea brand such as Coffee Bean & Tea Leaf, Intelligentsia, Peets, Caribou or similar branding. "Brand identified" shall mean coffee or tea advertised or marketed within the applicable retail space using a brand name or served in a brand-identified cup. Other Occupants may also sell pre-bottled tea or pre-bottled tea-based beverages.

Notwithstanding the foregoing, Occupants occupying at least twenty thousand (20,000) contiguous interior Gross Leasable Area or more, and/or pharmacy or grocery store tenants occupying at least ten thousand (10,000) contiguous interior Gross Leasable Area or more, shall not be subject to the foregoing restrictions so long as any such Occupant does not have a separate entrance or exterior signage for the sale of Starbucks's exclusive items, or otherwise advertises, in a manner visible from the exterior of such Occupant's space, the sale of Starbucks's exclusive items.

Notwithstanding the foregoing, full service, sit-down restaurants with a wait staff and table service serving a breakfast, lunch and/or dinner menu may sell, in conjunction with a sale of a meal, brewed coffee, tea and/or hot espresso drinks primarily for on-premises consumption only, provided that no such restaurant shall be located in the building located on Unit 3 partially occupied by Starbucks (it being agreed that the restriction in this paragraph shall be subject to the conditions and limitations applicable generally to Starbucks's exclusive rights as set forth above).

Should Starbucks fail to open for business, or if it shall thereafter cease to remain open and operate as a coffee shop for one hundred eighty (180) days, subject to Excused Closures (as defined in the Starbucks Lease), Starbucks's exclusive rights as set forth above shall no longer apply to other Occupants in the Condominium Property and the foregoing restrictions shall be null and void and of no further force or effect.

Except as may be shown on Exhibit I, or as required by applicable law, no permanent or temporary kiosk, cart or other obstruction (other than landscaping and other common area elements or in connection with construction and/or repair work) shall be hereafter constructed or permanently placed (*i.e.*, for more than thirty (30) consecutive days) on Unit 1 or on Unit 3 within one hundred fifty (150) feet of the Starbucks premises.

EXHIBIT G-4 TO MASTER DEED

USE AND RESTRICTIVE COVENANTS

From and after the date that a lease between Grantor, as landlord, and BCB Community Bank (together with its affiliates, successors and/or assigns, collectively "BCB") is executed with respect to a portion of Unit 3, and until such time as the lease term expires or otherwise terminates, then:

(a) No other Occupant within the Condominium Property shall operate a retail banking facility, trust company, commercial bank, savings bank, savings and loan association, or a loan company, credit union or similar financial institution that competes directly or indirectly with BCB (except there shall be no restriction on ATMs or other cash-machines).

(b) The premises directly and immediately adjacent to the BCB premises (as shown on the approved site plan attached hereto as Exhibit I) shall not be permitted to operate a restaurant, bar, tavern or other business established for the preparation, consumption, storage, baking, manufacture or sale of food, beverages or based goods (excluding vending machines and pre-packaged food); however, this restriction shall not apply to Starbucks in the event it leases and occupies the two other premises located on Unit 3 (as shown on Exhibit I).

(c) No Occupant at the Condominium Property shall conduct obscene, pornographic or similar disreputable activities or produce, sell or distribute adult materials and/or pornography.

(d) The following uses shall be prohibited within the Condominium Property:

- any uses prohibited by this Master Deed;
- Any establishment selling or exhibiting pornographic materials; any adult bookstore or other similar establishment where minors are not permitted; any establishment selling or exhibiting paraphernalia for use with illicit drugs; any so called "head shop"; or any adult bookstore, adult video store or adult movie theater; marijuana dispensing or sales (however the foregoing will not prohibit sales by a licensed regional or national pharmacy of marijuana and/or marijuana products whose sale is legally permitted and Grantor shall be permitted to allow one licensed dispensary of marijuana and/or marijuana products (in addition to the pharmacy) to be operated but only for medical purposes (and not for recreational use) whose sale is legally permitted);
- Any massage parlor, topless club, strip joint, exotic or erotic dance clubs;
- Any pawn shop, flea market, junk yard, carnival, shooting gallery, bingo parlor, off-track betting parlor or other gambling establishment, facility/or operation, including but not limited to: off-track or sports betting parlor;
- Any auditorium, meeting hall, church, temple, synagogue or other house of worship, or similar place of general public assembly;

- The sale, rental or storage of guns, firearms, ammunition, explosives or other unusually hazardous materials;
- Any auction house or similar operation;
- Any dry cleaning plant;
- Any veterinary hospital or animal-raising facilities or boarding facility or pet store;
- Any funeral parlor or mortuary;
- Any pool or billiard halls, amusement park, bowling alleys, ice or roller skating rinks, or other entertainment facilities;
- Any dance or music halls, "disco", nightclubs or discotheques;
- Any video or game centers or arcade centers;
- Any training or education facility, including but not limited to, beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided, however, the foregoing restriction shall not be applicable to any on-site employee or other training by a tenant incidental to the conduct of its business in its premises;
- Any psychic, tarot card reading or similar services;
- Any office use (other than BCB's office use);
- Any bail bondsman or any checks-cashed or similar facilities; and/or
- Any other use not typically found in a first-class retail center. For the purposes of the foregoing, a health and fitness facility is deemed to be a use that is typically found in a first-class retail center.

EXHIBIT G-5 TO MASTER DEED

USE AND RESTRICTIVE COVENANTS

From and after the date that a lease between Grantor, as landlord, and New Jersey CVS Pharmacy, L.L.C., as tenant (together with its affiliates, successors and/or assigns, collectively, "CVS") is executed and until such time as the lease term expires or otherwise terminates:

(a) only Unit 2 of the Condominium Property shall be used for the following purposes: as a health and beauty aids store, a greeting card and gift store, a store offering one-hour or other on-site photo processing including, without limitation, digital photo processing, a candy store, a vitamin store (however the sale of vitamins and nutritional supplements pursuant to the LAF Lease is not restricted, provided the same shall not exceed twelve (12) linear feet of display), a pharmacy mail order facility, a drug store, a pharmacy prescription department, a retail health center, and/or a 99 cents store or "dollar" store which sells general merchandise (a "Dollar Store"). Examples of a Dollar Store (without limiting such Dollar Stores only to those listed) are stores such as Fred's, Dollar Store, Dollar General, or Family Dollar;

(b) no portion of the Condominium Property shall be leased or used for parking, access, signage utilities or other operational services or facilities that serve a use, or serve a purpose incidental to a use prohibited by paragraph (a) above;

(c) no portion of the Condominium Property shall be used for the following purposes a pinball game center or a video game center, or any form of entertainment arcade; a gambling or betting office, other than for the sale of lottery tickets; a massage parlor (which, for the avoidance of doubt, shall not limit therapeutic massages the kind of which are traditionally offered on an ancillary basis to the permitted health club use); a cinema, theater, video store or bookstore selling, renting, or exhibiting primarily material of a pornographic or adult nature; an adult entertainment bar or club; a bowling alley; a roller skating or ice skating rink; a billiards parlor or pool hall; a firearms shooting range or any other use which creates or causes excessive noise (however the restriction against excessive noise is inapplicable to a health club such as the "Primary Uses" permitted under the LAF Lease); a cinema or theater; a flea market; a warehouse; a facility which performs on-site dry cleaning; a gas station; a facility which performs on-site auto repair; or an office except as incidental to a permitted retail use.

If Unit 2 ceases, for a period of more than one (1) year, to be used for any one or more of a pharmacy mail order facility, a drug store, and/or a pharmacy prescription department, then the exclusives granted to CVS as described in Section 12 herein shall terminate at the expiration of such one (1) year period.

The term "pharmacy prescription department" used herein shall include the dispensing, distribution or furnishing of prescription drugs by pharmacists, physicians, dentists, other health care practitioners, or a facility which accepts prescriptions from customers which are filled elsewhere and delivered to the customer, or entities such as clinics, dispensaries, or health maintenance organizations, where such dispensing is for a fee or a profit. A "pharmacy prescription department" shall not include the distribution or furnishing of free samples of prescription drugs by pharmacists, physicians, dentists, other health care practitioners or entities such as clinics or health maintenance organizations.

A "health and beauty aids store" shall mean a store which devotes more than five percent (5%) of its retail selling space to the display and sale of health and beauty aids, except that a supermarket may devote up to fifteen percent (15%) of its linear shelf footage to the display and sale of health and beauty aids.

A "retail health center" shall include such operations as CVS's "Minute Clinic" or other similar use providing walk-in, non-traumatic medical services, but specifically excluding physician, dentistry, or other health care offices or practitioners that are separately owned and operated, are not located inside any retail store or establishment, and otherwise comply with the other requirements of this Section 9.

Notwithstanding the foregoing, a supermarket or grocery store may devote (i) up to 150 square feet to the display and sale of greeting cards, and (ii) 1,000 square feet to the display and sale of health and beauty aids, and (iii) 3,000 square feet to the combined sale of the display and sale of candy, vitamins, over the counter drugs, wrapping paper and gift bags.

Grantor shall not allow the Condominium Property to be leased or used for parking, access, signage, utilities or other operational services or facilities that serve a use, or serve a purpose incidental to a use prohibited by this Section 9.

EXHIBIT G-6 TO
MASTER DEED

INTENTIONALLY OMITTED

EXHIBIT H TO
MASTER DEED

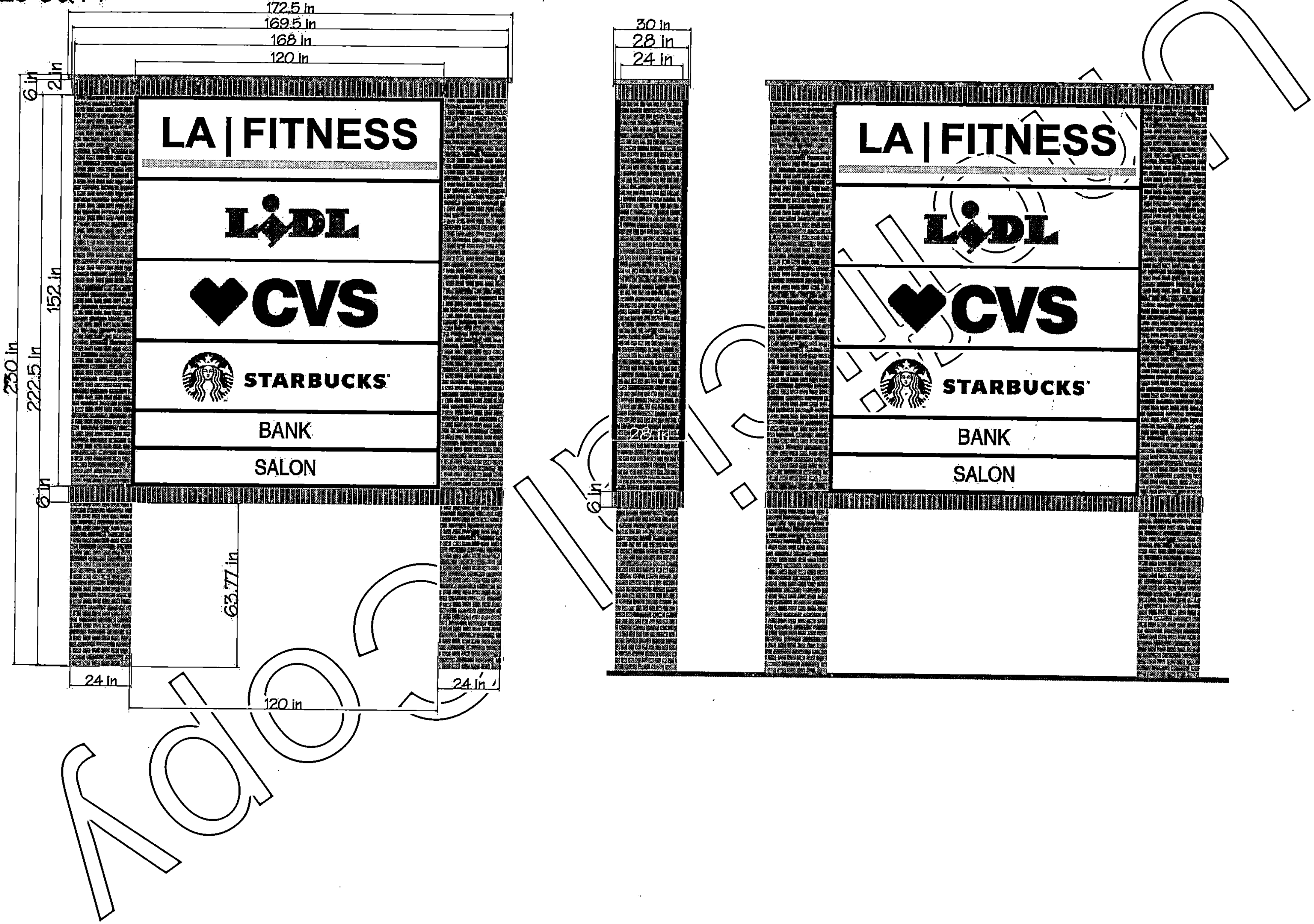
(Signage)

(See Attached)

DOUBLE SIDED PYLON - Location 1 and 3

120 SQ FT

QTY 2



DOUBLE SIDED PYLON - Location 2

61.5 SQ FT

QTY 1

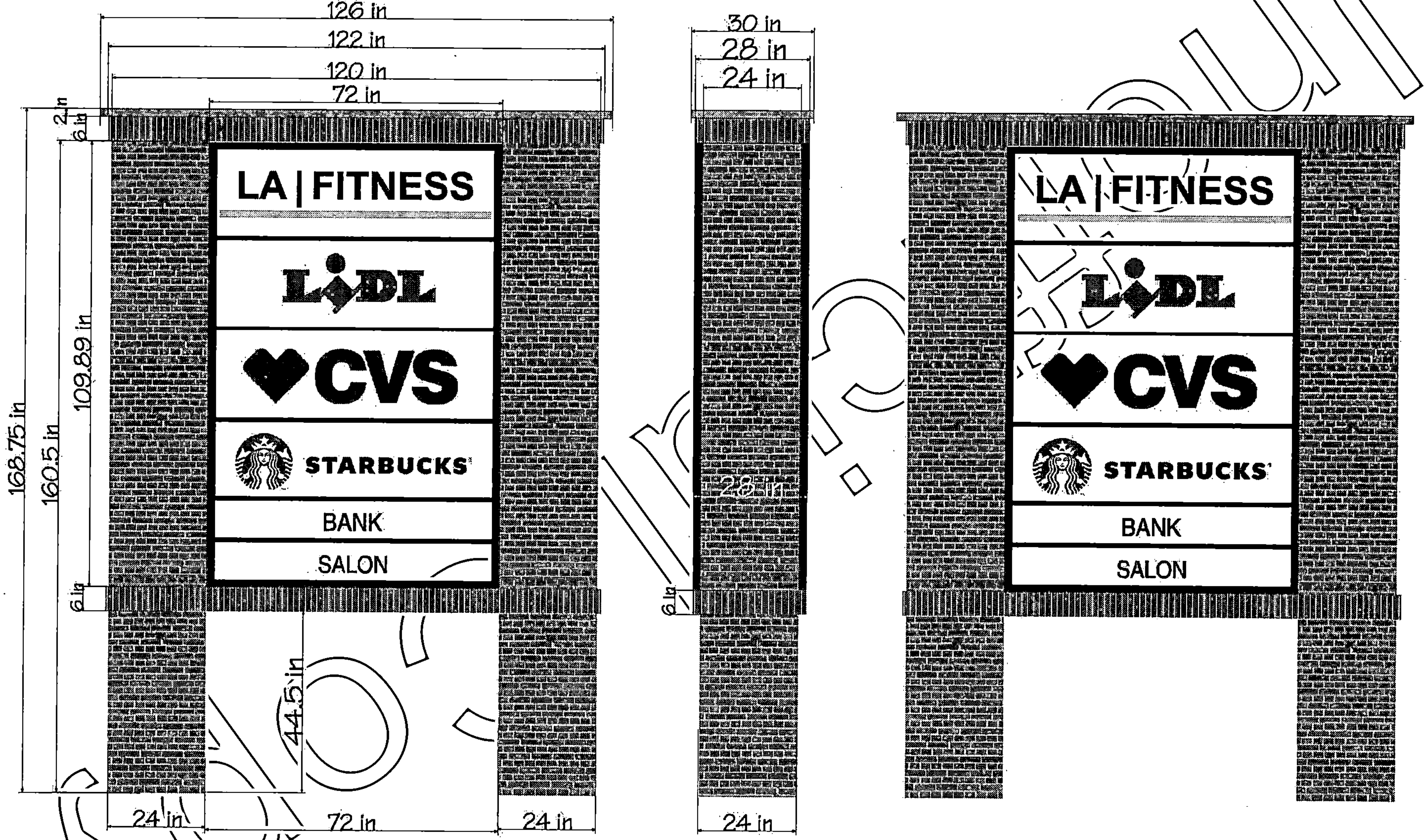


EXHIBIT I TO
MASTER DEED

(Site Plan)

(See Attached)

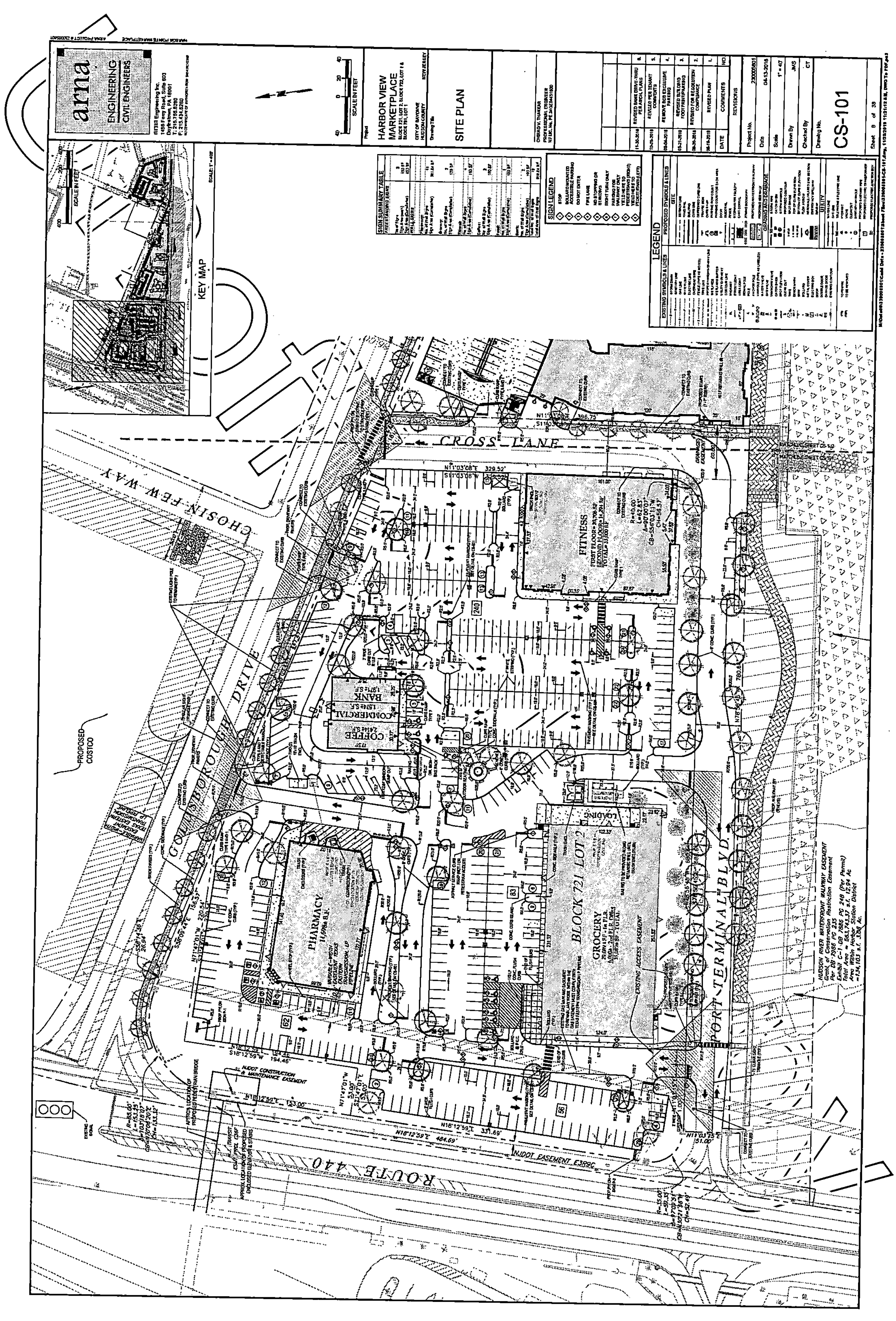

arma
ENGINEERING
CIVIL ENGINEERS
HARBOR VIEW MARKETPLACE
SITE PLAN
CS-101
KEY MAP
LEGEND
SIGN LEGEND
CROSS LANE
CHOSIN FEW WAY
GOLDSBOROUGH DRIVE
PORT TERMINAL BLVD.
ROUTE 440
PROPOSED COSTCO
FITNESS
BANK
COMMERCIAL
COFFEE
PHARMACY
GROCERY
BLOCK 721 LOT 2
LOADING

EXHIBIT J TO
MASTER DEED

(Letter from the City of Bayonne Planning and Zoning Division)

(See Attached)

Matrix New World Engineering, Inc.
442 State Route 35, 2nd Floor
Eatontown, NJ 07724
732.588.2999 Fax 973.240.1818
www.matrixneworld.com WBE/DBE/SBE

MATRIXNEWORLD
Engineering Progress

September 4, 2019

Via Email

City of Bayonne Planning and Zoning Division
630 Avenue C
Bayonne, New Jersey 07002

Attn: Lillian Glazewski, Land Use Administrator and Alicia K. Losonczy, Zoning Officer

RE: Post-Resolution Compliance Submittal – Architectural Elevation Submitttals
City of Bayonne Planning Board Resolutions #P-18-010 & #P-18-011
Project : Harbor Pointe Marketplace - Retail
Applicant : Bayonne Residential Urban Renewal Block 720, LLC
Block 720, Lot 1 & Block 790, Lot 1
Preliminary & Final Major Subdivision / Preliminary & Final Major Site Plan

Dear Ms. Glazewski and Ms. Losonczy:

On August 20, 2018, I issued a letter confirming that the above-referenced applicant had achieved substantial compliance with the above-referenced resolutions of approval. As a condition of that determination, I required that the applicant submit more detailed architectural building elevations for my review. The Applicant has submitted the following drawings (attached) in conformance with this requirement.

- *"CVS Pharmacy, NJSH Route 440 & Goldsborough Drive, City of Bayonne, New Jersey, Exterior Elevations."* Prepared by Neves Architecture & Design, LLC and last revised June 20, 2019.
- *"New Building for: Starbucks, Retail, Bank. Harbor Point Marketplace, Bayonne, NJ, Hudson County, Elevations."* Prepared by Vincentsen & Blasi Architecture, LLC and last revised June 24, 2019.
- *"LA Fitness Signature Club, 07-Concept Elevations."* Prepared by LA Fitness and dated January 3, 2019.
- *"LiDL Store #144, Goldsborough Drive, Bayonne, NJ, Exterior Building Elevations."* Prepared by Kasser Osman, R.A. and last revised July 29, 2019.

Based upon my review of the submitted plans, I find that the proposed buildings' architecture and signage are consistent with the conceptual plans submitted as part of the Site Plan application and meet the requirements of the governing Harbor Station South Redevelopment Plan. Considering this determination, I find that the Applicant has satisfied this Resolution Compliance Matter for the above-referenced buildings.

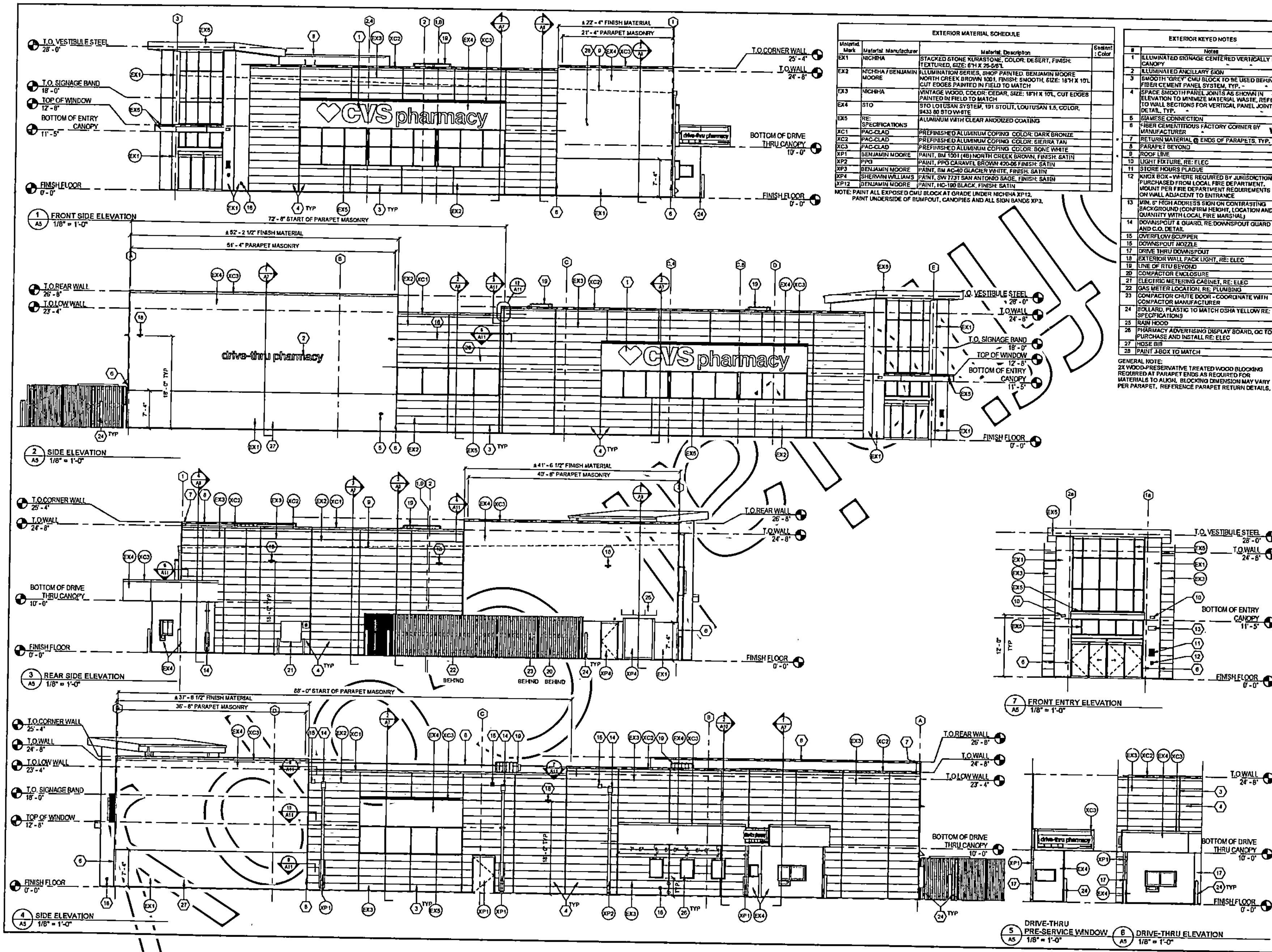
Thank you for your attention in this matter.

Very truly yours,

MATRIX NEW WORLD ENGINEERING LANDSCAPE ARCHITECTURE AND LAND SURVEYING, PC.

Andrew Raichle

Andrew Raichle, PE
Vice President



EXTERIOR MATERIAL SCHEDULE

Material Mark	Material: Manufacturer	Material: Description	Sealant : Color
EX1	NICHIHA	STACKED STONE KURASTONE, COLOR: DESERT, FINISH: TEXTURED, SIZE: 6"H X 25-5/8"L	
EX2	NICHIHA / BENJAMIN MOORE	ILLUMINATION SERIES, SHOP PAINTED. BENJAMIN MOORE NORTH CREEK BROWN 1001, FINISH: SMOOTH, SIZE: 18"H X 10'L CUT EDGES PAINTED IN FIELD TO MATCH	
EX3	NICHIHA	VINTAGE WOOD, COLOR: CEDAR, SIZE: 18"H X 10'L, CUT EDGES PAINTED IN FIELD TO MATCH	
EX4	STO	STO LOTUSAN SYSTEM, 191 STOLIT, LOUTUSAN 1.5, COLOR, 9433 80 STO WHITE	
EX5	RE: SPECIFICATIONS	ALUMINUM WITH CLEAR ANODIZED COATING	
XC1	PAC-CLAD	PREFINISHED ALUMINUM COPING COLOR: DARK BRONZE	
XC2	PAC-CLAD	PREFINISHED ALUMINUM COPING COLOR: SIERRA TAN	
XC3	PAC-CLAD	PREFINISHED ALUMINUM COPING COLOR: BONE WHITE	
XP1	BENJAMIN MOORE	PAINT, BM 1001 (4B) NORTH CREEK BROWN, FINISH: SATIN	
XP2	PPG	PAINT, PPG CARAVEL BROWN 420-06 FINISH: SATIN	
XP3	BENJAMIN MOORE	PAINT, BM AC-40 GLACIER WHITE, FINISH: SATIN	
XP4	SHERWIN WILLIAMS	PAINT, SW 7731 SAN ANTONIO SAGE, FINISH: SATIN	
XP12	BENJAMIN MOORE	PAINT, HC-190 BLACK, FINISH: SATIN	

NOTE: PAINT ALL EXPOSED CMU BLOCK AT GRADE UNDER NICHIHA XP12.
PAINT UNDERSIDE OF BUMPOUT, CANOPIES AND ALL SIGN BANDS XP3.

EXTERIOR KEYED NOTES

#	Notes
1	ILLUMINATED SIGNAGE CENTERED VERTICALLY IN CANOPY
2	ILLUMINATED ANCILLARY SIGN
3	SMOOTH "GREY" CMU BLOCK TO BE USED BEHIND FIBER CEMENT PANEL SYSTEM, TYP.
4	SPACE SMOOTH PANEL JOINTS AS SHOWN IN ELEVATION TO MINIMIZE MATERIAL WASTE, REFER TO WALL SECTIONS FOR VERTICAL PANEL JOINT DETAIL, TYP.
5	SIAMESE CONNECTION
6	FIBER CEMENTITIOUS FACTORY CORNER BY MANUFACTURER
7	RETURN MATERIAL @ ENDS OF PARAPETS, TYP.
8	PARAPET BEYOND
9	ROOF LINE
10	LIGHT FIXTURE, RE: ELEC
11	STORE HOURS PLAQUE
12	KNOX BOX - WHERE REQUIRED BY JURISDICTION, PURCHASED FROM LOCAL FIRE DEPARTMENT. MOUNT PER FIRE DEPARTMENT REQUIREMENTS ON WALL ADJACENT TO ENTRANCE
13	MIN. 6" HIGH ADDRESS SIGN ON CONTRASTING BACKGROUND (CONFIRM HEIGHT, LOCATION AND QUANTITY WITH LOCAL FIRE MARSHAL)
14	DOWNSPOUT & GUARD, RE: DOWNSPOUT GUARD AND C.O. DETAIL
15	OVERFLOW SCUPPER
16	DOWNSPOUT NOZZLE
17	DRIVE THRU DOWNSPOUT
18	EXTERIOR WALL PACK LIGHT, RE: ELEC
19	LINE OF RTU BEYOND
20	COMPACTOR ENCLOSURE
21	ELECTRIC METERING CABINET, RE: ELEC
22	GAS METER LOCATION, RE: PLUMBING
23	COMPACTOR CHUTE DOOR - COORDINATE WITH COMPACTOR MANUFACTURER
24	BOLLARD, PLASTIC TO MATCH OSHA YELLOW RE: SPECIFICATIONS
25	RAIN HOOD
26	PHARMACY ADVERTISING DISPLAY BOARD, GC TO PURCHASE AND INSTALL RE: ELEC
27	HOSE BIB
28	PAINT J-BOX TO MATCH

GENERAL NOTE:
2X WOOD-PRESERVATIVE TREATED WOOD BLOCKING REQUIRED AT PARAPET ENDS AS REQUIRED FOR MATERIALS TO ALIGN. BLOCKING DIMENSION MAY VARY PER PARAPET. REFERENCE PARAPET RETURN DETAILS.

CVS pharmacy
14K_LR
LEFT HAND ENTRY
RIGHT BUMPOUT DRIVE-THRU
STORE NUMBER: 11203
NJSH ROUTE 440 & COLDS BOROUGH DR.
CITY OF BAYONNE, NJ 07002
PROJECT TYPE: FEE FOR SERVICE
DEAL TYPE: NEW FREESTANDING
CS PROJECT NUMBER: 106462

ARCHITECT OF RECORD:
NEVES ARCHITECTURE & DESIGN, LLC
NJ LIC# 15042 CT LIC# 11657
NY LIC# 029951 PA LIC# 404912

CONSULTANT:

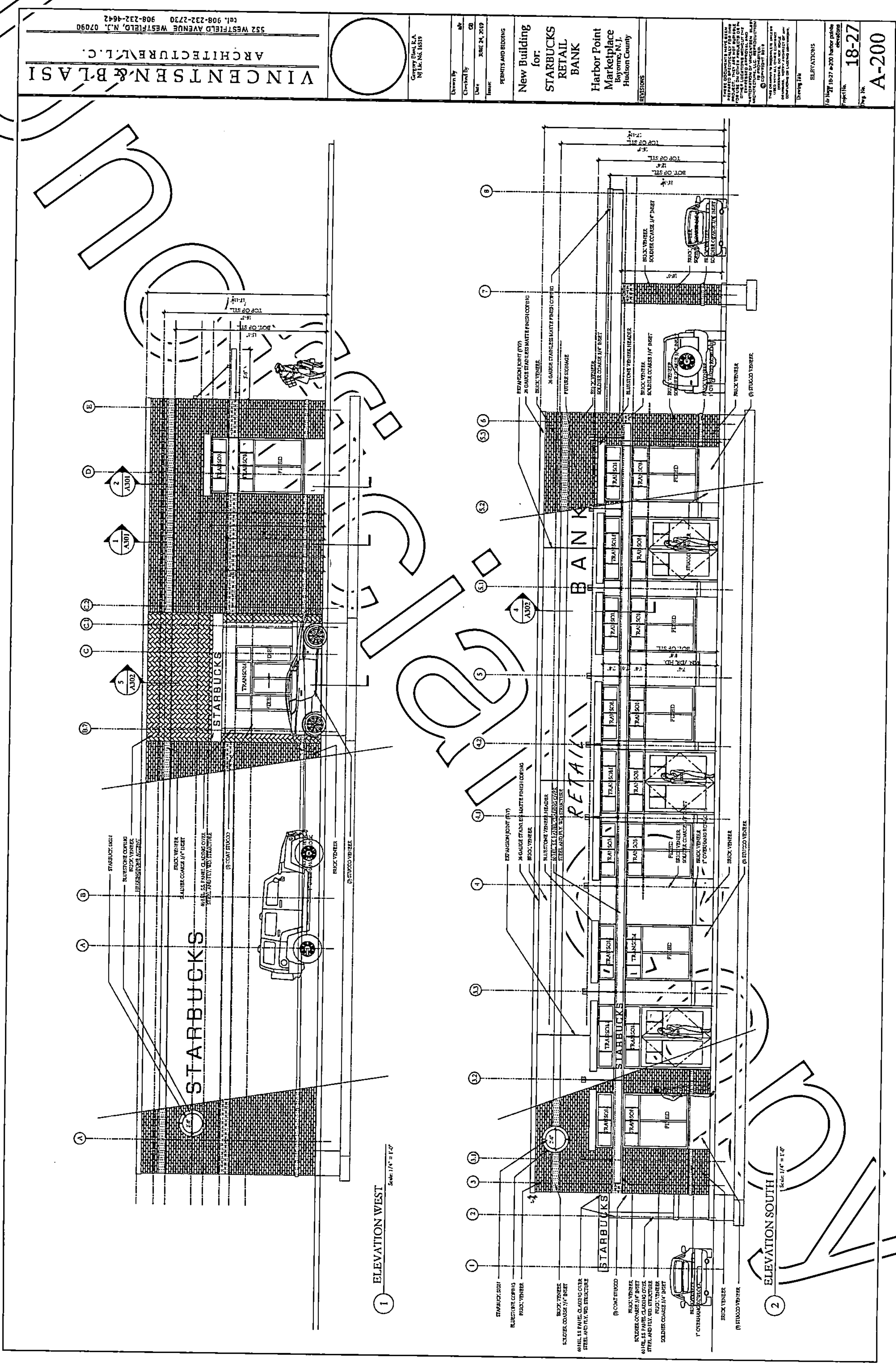
DEVELOPER:
FIRST HARTFORD REALTY CORPORATION
149 COLONIAL ROAD
MANCHESTER, CT 06045
TEL (914) 374-0326
FAX (860) 976-8149

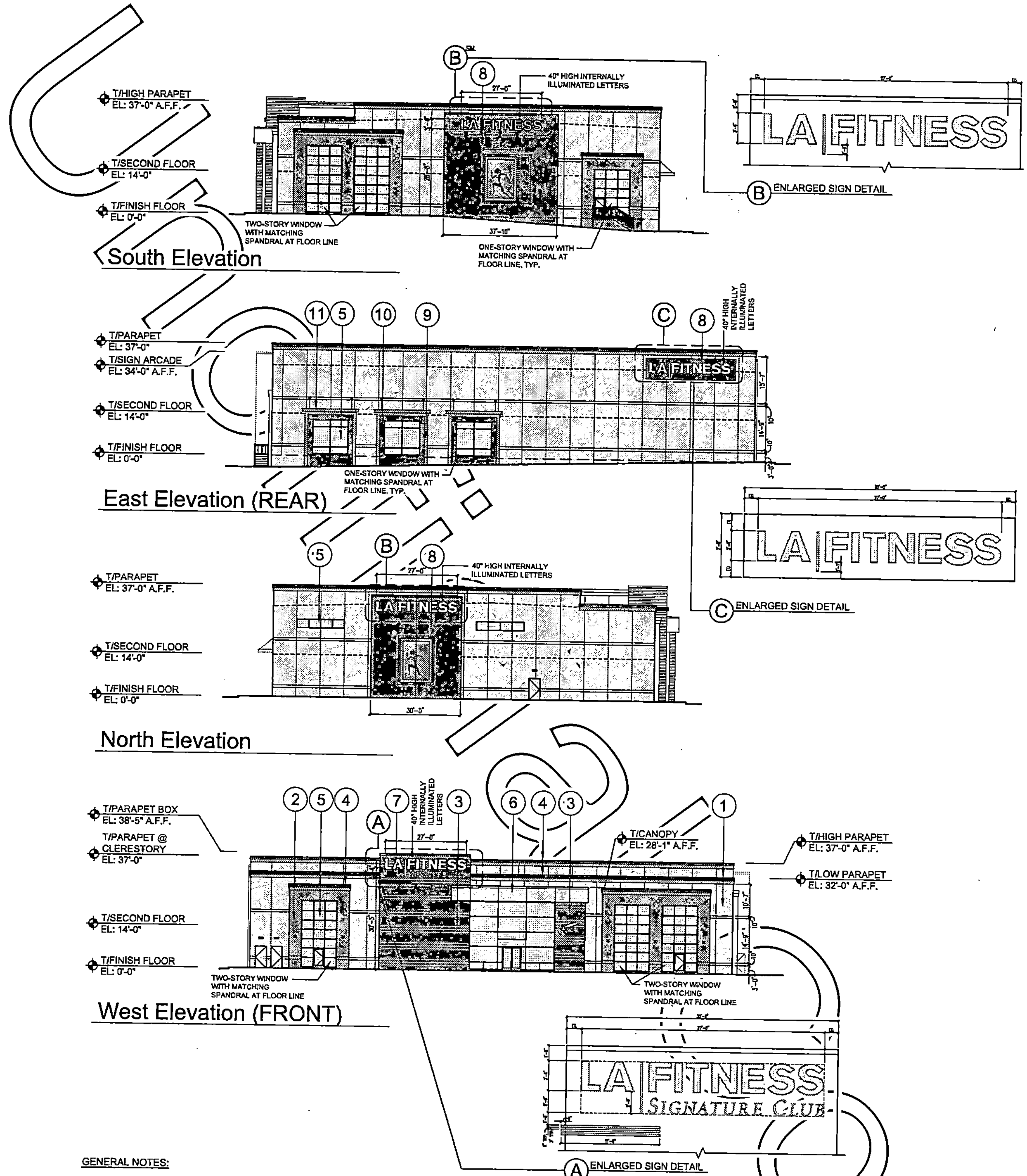
SEAL:

REVISIONS

1	ISSUED FOR PERMIT	6/20/18

CVS SPM: XX
DRAWING BY: NA
DATE: 08/25/2018
JOB NUMBER: 18-010
TITLE: EXTERIOR ELEVATIONS
SHEET NUMBER: A5


VINCENTSEN & BLASI
ARCHITECTURE, L.L.C.
552 WESTFIELD AVENUE WESTFIELD, N.J. 07090
tel. 908-232-2730 908-232-4642
JUNE 24, 2019
PERMITS AND BIDDING
New Building for: STARBUCKS RETAIL BANK
Harbor Point Marketplace
Bayonne, N.J.
Hudson County
ELEVATIONS
18-27
A-200
STARBUCKS
BANK
RETAIL
ELEVATION WEST
ELEVATION SOUTH
Scale: 1/4" = 1'-0"



GENERAL NOTES:

1. Information provided for design intent only. Design professional of record is responsible for verification of all applicable code requirements. Wall types illustrated are for preliminary space planning only; the design professional shall be responsible for code conformance and floor plan development per LAF's programming criteria. These plans are specifically not for use as layers to be imported into documents / files or to be used as tracing underlayment(s) for construction documents / files by the professional of record for this or any other project.

MATERIAL LEGEND:

1. Painted Concrete Panel - Match PPG Paints 'Focus' #1008-1
2. Painted Stucco - Match PPG Paints 'Cinnamon Crunch' #1080-6
3. Prefinished Metal Siding - Longboard 'Light National Walnut'
4. EIFS Cornice - Match PPG Paints 'Metropolis' #1006-7 (Top Band) & PPG Paints 'Gray By Me' #1008-4 (Bottom Band)
5. Curtainwall and Entry Doors - Clear Anodized Finish w/ Dual Glazed Green Tint Glass
6. Painted Stucco - Match PPG Paints 'Focus' #1008-1
7. Prefinished Aluminum Accent - Match LAF Logo Color Yellow PMS #129U
8. Painted Stucco - Match PPG Paints 'Fig Branches' #1008-4
9. Painted Concrete Panel - Match PPG Paints 'Gray By Me' #1008-4
10. Firestone Una-Clad Aluminum Panel - Dark Bronze
11. Painted Metal Canopy - Match PPG Paints 'Cinnamon Crunch' #1080-6

LA FITNESS SIGNATURE CLUB

07 - Concept Elevations - Bayonne, NJ

01.03.19

FILED
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DEED - MASTER
NUMBER OF PAGES : 109
SVELAZQUEZ