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MASTER DEED  
FOR  
BLACK CREEK SANCTUARY, A CONDOMINIUM

DATED: January 23, 2002

REC'D & RECORDED  
02 FEB 14 AM 8:56  
CLERK OF SUPERIOR COURT  
MORRISTOWN, N.J.

Prepared by   
ANNE E. ARONOVITCH, ESQ.

Consideration: \$  
County: Morris  
State: N.J.  
City: Morristown  
Date: 02/14/2002  
Total: 1.75

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rec 2/14/02

**MASTER DEED  
FOR  
BLACK CREEK SANCTUARY,  
A CONDOMINIUM**

THIS MASTER DEED (as amended from time to time, this "Master Deed") is made as of \_\_\_\_\_, 2000, by Mountain Creek Resort, Inc., a New Jersey corporation (together with its successors and assigns, "Declarant").

Recitals

A. Declarant owns the real property located in the Township of Vernon, Sussex County, New Jersey that is more particularly described on Exhibit A attached hereto and forming a part hereof.

B. Declarant intends to establish the form of ownership of the Property (as defined below) as a condominium pursuant to the provisions of the New Jersey Condominium Act, N.J.S.A. 46:8B-1 et seq. under the name of "Black Creek Sanctuary, a Condominium".

C. Declarant has established or is about to establish Black Creek Sanctuary Condominium Association, Inc., a New Jersey non-profit corporation, for the administration, operation and management of the Condominium and other improvements intended for the common use and enjoyment of the Owners of Units in the Condominium (said capitalized terms being defined below).

Master Deed

In consideration of the foregoing, Declarant hereby declares as follows:

ARTICLE I  
MASTER DEED

1.01 Master Deed.

Declarant hereby submits, declares and creates, in accordance with N.J.S.A. 46:8B-1 et seq., the condominium form of ownership for that parcel of land described in Exhibit A aforesaid, together with all improvements thereon, and as is more particularly shown on Exhibit B and Exhibit C aforesaid. The Condominium herein established shall be known as "Black Creek Sanctuary, A Condominium". The Condominium and the terms and provisions of this Master Deed shall be subject to the terms and provisions of the Declaration of Covenants, Conditions and Restrictions for Mountain Creek (and any amendments thereto) recorded against the Property prior to the recordation of this Master Deed.

1.02 Covenants Running with the Land.

All covenants, conditions, restrictions, reservations, easements, charges, liens and other provisions of this Master Deed are covenants running with the land, or equitable servitudes, as the case may be. The obligations, burdens and benefits created by this Master Deed shall bind and inure to the benefit of Declarant, the Owners (as such term is defined below), the Association (as such term is defined below), and their respective successors, assigns, heirs, devisees, executors, administrators and personal representatives.

ARTICLE II  
DEFINITIONS

2.01 Basic Definitions.

As used in this Master Deed, the following terms have the meanings given to them in this Section 2.01.

(a) "Act" means New Jersey Condominium Act, N.J.S.A. 46:8B-1 et seq., as the same may be amended from time to time.

(b) "Articles" means the articles of incorporation of the Association, as the same may be amended from time to time.

(c) "Assessment" means a General Assessment, a Limited Common Element Assessment, a Special Assessment, an Emergency Assessment or a Default Assessment levied and assessed pursuant to Article VII below.

(d) "Assessment Lien" has the meaning given to that term in Section 7.10 below.

(e) "Association" means Black Creek Sanctuary Condominium Association, Inc., a New Jersey non-profit corporation, and its successors and assigns.

(f) "Association Documents" means this Master Deed, the Articles, the By-Laws and the Rules and Regulations, as the same may be amended from time to time.

(g) "Board of Trustees" means the Association's board of Trustees.

(h) "By-Laws" means the By-Laws of the Association, as the same may be amended from time to time.

(i) "Common Elements" means the General Common Elements and the Limited Common Elements.

(j) "Common Expenses" means:

(i) any and all costs, expenses and liabilities incurred by or on behalf of the Association, including, without limitation, costs, expenses and liabilities for (A) managing, operating, insuring, improving, repairing, replacing and maintaining the Common Elements; (B) providing facilities, services and other benefits to Owners; (C) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby; (D) levying, collecting and enforcing the Assessments, charges and liens imposed pursuant hereto; (E) regulating and managing the Condominium; and (F) operating the Association;

(ii) reserves for any such costs, expenses and liabilities; and

(iii) any other expenses or liabilities declared common by the provisions of the Act, this Master Deed or by the By-Laws.

(k) "Condominium" means Black Creek Sanctuary Condominium, the condominium created on the Property by this Master Deed, consisting of the Units and the Common Elements.

(l) "Declarant" means Mountain Creek Resort, Inc., a New Jersey corporation, its successors and assigns.

(m) "Declarant Control Period" has the meaning given to that term in Section 6.03 below.

(n) "Default Assessment" has the meaning given to that term in Section 7.07 below.

(o) "Design Review Board" means the entity referenced in Article VIII of the Mountain Creek Declaration.

(p) "Emergency Assessment" has the meaning given to that term in Section 7.08 below.

(q) "First Mortgage" means any Mortgage which is not subordinate to any other lien or encumbrance, except liens for taxes or other liens which are given priority by statute.

(r) "First Mortgagee" means a Mortgagee under a First Mortgage.

(s) "General Assessment" has the meaning given to that term in Section 7.04.

(t) "General Common Elements" means all of the Condominium, other than the Units and the Limited Common Elements. Without limiting the generality of the preceding sentence, the General Common Elements include, without limitation:

(i) the real property described on Exhibit A aforesaid;

(ii) all Improvements, including, without limitation, the foundations, columns, girders, beams, supports, perimeter and supporting walls, mechanical systems, sprinkler systems, exhaust and ventilation systems, storage areas, roofs, chimneys, drainage facilities, except for those Improvements that are designated by the Act or by this Master Deed as Units or as Limited Common Elements;

(iii) all streets, roads, driveways and parking facilities and areas within the Condominium;

(iv) all yards, sidewalks, walkways, trails, paths, lawns, shrubbery, trees, gardens and landscaping within the Condominium;

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

(v) any parcels of real property and improvements and fixtures located thereon (A) that are owned by a Person other than the Association, but in which the Association has rights of use or possession pursuant to this Master Deed or a lease, license, easement or agreement, and (B) that are used or possessed by the Association for the benefit of all Owners.

(u) "Guest" means any family member, employee, agent, independent contractor, lessee, customer or invitee of an Owner.

(v) "Improvement" means any building, structure or other improvement (including, without limitation, all fixtures and improvements contained therein) located on the Property.

(w) "Interest in Common Elements" means the undivided interest in the Common Elements appurtenant to each Unit determined in accordance with the terms and conditions of Section 3.02 below.

(x) "Limited Common Elements" means those portions of the Common Elements allocated by this Master Deed for the exclusive use of one or more Units, but fewer than all of the Units. Without limiting the generality of the foregoing, "Limited Common Elements" include, without limitation, any shutters, awnings, window boxes, utility systems, mechanical systems, exhaust and ventilation systems, fireplaces, ski lockers, entrances, exits, walkways, patios, balconies, decks, porches, sidewalks and other areas and Improvements that are designed to serve fewer than all of the Units; and

If any chute, flue, duct, wire, conduit, bearing wall, bearing column or other structural component, any portion of a mechanical system or any fixture lies partially within and partially outside of the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more

than one Unit or any portion of the Common Elements is a part of the General Common Elements.

(y) "Limited Common Element Assessment" has the meaning given to that term in Section 7.05 below.

(z) "Majority," whether or not capitalized, means any percentage greater than 50 percent.

(aa) "Map" means that certain boundary dated June 8, 2000 prepared by Schoor DePalma, attached hereto and made a part hereof as Exhibit B.

(bb) "Master Deed" means this Master Deed for Black Creek Sanctuary Condominium as the same may be amended from time to time.

(cc) "Members of the First Board" has the meaning given to that term in Section 6.01 below.

(dd) "Mortgage" means any mortgage, deed of trust or other document pledging any Unit or interest therein as security for payment of a debt or obligation.

(ee) "Mortgagee" means any Person named as a mortgagee or beneficiary in any Mortgage, and any successor to the interest of any such Person under a Mortgage.

(ff) "Mountain Creek Association" means Mountain Creek Association, Inc., a New Jersey non-profit corporation.

(gg) "Mountain Creek Association Documents" means the Mountain Creek Declaration and the articles of incorporation, the By-Laws and all rules and regulations of Mountain Creek Association, including, without limitation, those of the Design Review Board for Mountain Creek, all as the same may be amended from time to time.

(hh) "Mountain Creek Declaration" means the Declaration of Covenants, Conditions and Restrictions for Mountain Creek, recorded or to be recorded against the Property by the Declarant prior to the recording of this Master Deed, as the same may be amended from time to time.

(ii) "Mountain Creek Resort" means the four-season destination resort located in Vernon Township, Sussex County, New Jersey, that is now owned by Resort Owner, as the same may be expanded or contracted from time to time.

(jj) "Officer" means a duly elected or appointed officer of the Association.

(kk) "Owner" means the record holder of legal title to the fee simple interest in any Unit or portion thereof. If there is more than one record holder of legal title to a Unit, each

record holder shall be an Owner. The term "Owner" includes Declarant to the extent that Declarant is the record holder of legal title to the fee simple interest in a Unit.

(ll) "Person" means any natural person, corporation, partnership, limited liability company, association, trust, trustee, governmental or quasi-governmental entity or any other entity capable of owning real property under the laws of the State of New Jersey.

(mm) "Property" means:

(i) the real property located in the Township of Vernon, Sussex County, New Jersey that is more particularly described on Exhibit A attached hereto and made a part hereof; and

(ii) any real property that is later made subject to this Master Deed in accordance with the terms and conditions contained herein.

(nn) "Public Offering Statement" means the Public Offering Statement filed by Mountain Creek Resort, Inc. for Black Creek Sanctuary, a Condominium.

(oo) "Purchaser" means a Person, other than Declarant or a Successor Declarant, who acquires legal title to the fee simple interest in any Unit or portion thereof.

(pp) "Resort Owner" means Mountain Creek Resort, Inc., a New Jersey corporation, and its successors and assigns as the owner or operator of Mountain Creek Resort.

(qq) "Rules and Regulations" means any instruments adopted by the Association for the regulation and management of the Condominium, as the same may be amended from time to time.

(rr) "Share of Common Expenses" means the share of Common Expenses allocated to each Unit in accordance with the terms and conditions of Section 7.02 below.

(ss) "Special Assessment" has the meaning given to that term in Section 7.06 below.

(tt) "Special Declarant Rights" means those rights reserved to Declarant in this Master Deed.

(uu) "Successor Declarant" means any Person who succeeds to any Special Declarant Right.

(vv) "Sussex County Records" means the Office of the Clerk for Sussex County, New Jersey.

(ww) "Trustee" means a duly elected or appointed member of the Board of Trustees.

(xx) "Unit" means a physical portion of the Condominium that:

(i) is created by this Master Deed;

(ii) is designated for separate ownership; and

(iii) has boundaries that are described in this Master Deed; together  
with

(iv) the Interest in the Common Elements appurtenant to that Unit; and

(v) the right to exclusive or nonexclusive use of the Limited Common  
Elements appurtenant to that Unit, if any.

If walls, floors or ceilings are designated as boundaries of a Unit, all paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any portion of the finished surfaces thereof are part of the Unit, and all other portions of the walls, floors and ceilings are part of the Common Elements.

## 2.02 Gender and Number.

Wherever the context of this Master Deed so requires:

(a) words used in the masculine gender shall include the feminine and neuter  
genders;

(b) words used in the neuter gender shall include the masculine and feminine  
genders;

(c) words used in the singular shall include the plural; and

(d) words used in the plural shall include the singular.

## ARTICLE III UNITS AND COMMON ELEMENTS

### 3.01 Boundaries of Units.

(a) The dimensions, area and location of each of the 133 Units within the Condominium are shown graphically on Exhibit B and Exhibit C attached hereto and made a part hereof. Each Unit is intended to contain all the space within the area bounded by the interior surface of its perimeter walls and its lowermost floor and its uppermost ceiling as follows:

BOTTOM: The bottom of the Unit is an imaginary horizontal plane through the lowest point of the interior surface of each portion of the lowermost floor or subfloor,



if any, within the Unit, including the basement subfloor if any, and extending in every direction to the point where it closes with a side of such Unit.

TOP: The top of the first floor or second floor of the Unit is an imaginary horizontal plane along and coincident with the unfinished and unexposed surface of the gypsum board or other material which forms the uppermost ceiling of the Unit and extending in every direction to the point where it closes with every side of such Unit.

SIDES: The sides of each Unit are imaginary vertical planes along and coincident with the innermost surface of the exterior unexposed wall of the Unit. Where no wall exists, the side is an imaginary vertical plane along and coincident with the exterior surface of the windows or doors located on the perimeter of such Unit. The sides of each such Unit are bounded by the bottom and top of the Unit.

(b) No Owner may alter its Unit, subdivide its Unit or relocate the boundaries between its Unit and an adjacent Unit, except as provided by this Master Deed.

(c) Except as expressly provided to the contrary in this Master Deed, the Interest in Common Elements and the right to use Limited Common Elements appurtenant to the Unit may not be partitioned or separated from the Unit or any part thereof.

(d) In spite of anything to the contrary contained in Sections 3.01(b) or (c) above or elsewhere in this Master Deed:

(i) nothing shall prevent or limit Declarant's exercise or enjoyment of any Special Declarant Right; and

(ii) an Owner may grant its right to use any General Common Element or any Limited Common Element appurtenant to the Owner's Unit to the Owner's Guests.

### 3.02 Interest in Common Elements.

(a) The Interest in Common Elements shall be allocated among the Units as set forth in Exhibit F attached hereto and made a part hereof.

(b) If any Units within the Condominium are not constructed, the Interest in Common Elements for all Units within the Condominium after such addition or withdrawal recalculated based upon the following formula:

$$\text{Interest in Common Elements} = \frac{100}{\text{Total number of remaining Units}}$$

(c) An Interest in Common Elements may not be partitioned from the Unit to which it is appurtenant, and any purported conveyance, encumbrance or transfer of an Interest in Common Elements made without the Unit to which the Interest in Common Elements is appurtenant shall be void.

3.03 Limited Common Elements.

Except as expressly provided to the contrary in this Master Deed, the allocation of the Limited Common Elements as defined herein may not be altered without the consent of all Owners whose Units would be affected by such reallocation.

3.04 Separate Taxation of Units.

Pursuant to the Act, each Unit constitutes a separate parcel of real estate and will be separately assessed and taxed.

ARTICLE IV  
THE ASSOCIATION

4.01 Formation of the Association.

On or before the date on which Declarant conveys the first Unit to a Purchaser, Declarant shall form the Association.

4.02 Purposes and Powers.

(a) The Association's purposes are:

(i) to manage, operate, insure, construct, improve, repair, replace, alter and maintain the Common Elements;

(ii) to provide certain facilities, services and other benefits to the Owners;

(iii) to administer and enforce the covenants, conditions, restrictions, reservations and easements created hereby;

(iv) to levy, collect and enforce the Assessments, charges and liens imposed pursuant hereto;

(v) to enter into agreements with other Persons, including, without limitation, easements, licenses, leases and other agreements with Mountain Creek Association, which contemplate the sharing of expenses among the Association and the other Persons for improvements, facilities and services that serve the Association and the other Persons;

(vi) to take any action that it deems necessary or appropriate to protect the interests and general welfare of Owners; and

(vii) to regulate and manage the Condominium.

(b) Unless expressly prohibited by law or any of the Association Documents, the Association may:

- (i) take any and all actions that it deems necessary or advisable to fulfill its purposes;
- (ii) exercise any powers conferred on it by the Act or any Association Document; and
- (iii) exercise all powers that may be exercised in New Jersey by nonprofit corporations.

(c) Without in any way limiting the generality of Section 4.02(b) above, the Association may, but is not obligated to:

- (i) provide certain facilities and services to the Owners, such as (A) recreational facilities and services, (B) water, sewer, gas electric, cable television and other utility facilities and services, (C) parking facilities and services, (D) trash collection facilities and services, (E) snow removal facilities and services, (F) safety facilities and services such as security and traffic control; and (G) transportation facilities and services;
- (ii) acquire, sell, lease and grant easements over, across and through Common Elements;
- (iii) borrow monies and grant security interests in the Common Elements and in the assets of the Association as collateral therefor;
- (iv) make capital improvements, repairs and replacements to the Common Elements
- (v) hire and terminate managing agents and other employees, agents and independent contractors.

(d) In the exercise of its powers, the Association shall:

- (i) discharge its powers in a manner that protects and further the health, safety and general welfare of the Owners; and
- (ii) 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.

#### 4.03 Association Documents.

(a) This Master Deed creates the Condominium and sets forth certain covenants, conditions, restrictions, reservations, easements, assessments, charges and liens applicable to the Property. The Articles create the Association. The By-Laws provide for the regulation and management of the Association and the Rules and Regulations provide for the regulation and management of the Condominium.

(b) If there is any conflict or inconsistency between the terms and conditions of this Master Deed and the terms and conditions of the Articles, the By-Laws or the Rules and Regulations, the terms and conditions of this Master Deed shall control. If there is any conflict or inconsistency between the terms and conditions of Articles and the terms and conditions of the By-Laws or the Rules and Regulations, the terms and conditions of the Articles shall control. If there is any conflict or inconsistency between the terms and conditions to the By-Laws and the terms and conditions of the Rules and Regulations, the terms and conditions of the By-Laws shall control.

#### 4.04 Books and Records.

Upon request, the Association shall allow Owners and Mortgagees and their respective agents to inspect current copies of the Association Documents and the books, records, budgets and financial statements of the Association during normal business hours and under other reasonable circumstances. The Association may charge a reasonable fee for copying such materials.

### ARTICLE V VOTING

#### 5.01 Voting.

(a) Each Unit shall be entitled to one vote, regardless of the number of Owners of the Units. Fractional voting shall not be allowed. If the Owners of a Unit cannot agree among themselves as to how to cast their vote on a particular matter, they shall lose their right to vote on such matter. If any Owner casts a vote representing a certain Unit, it will thereafter be presumed for all purposes that the Owner was acting with the authority and consent of all other Owners of the Unit, unless objection thereto is made by an Owner of the Unit to the Person presiding over the meeting at the time the vote is cast. If more than one vote is cast for any particular Unit, none of such votes shall be counted and all of such votes shall be deemed null and void.

(b) In any election of Trustees to the Board of Trustees, every Unit shall have the number of votes equal to the number of Trustees to be elected. Cumulative voting shall not be allowed in the election of Trustees of the Board of Trustees or for any other purpose.

(c) The Association shall have no voting rights for any Unit owned by the Association.

(d) Declarant shall be permitted to cast all votes for Units owned by it, but shall not be permitted to cast any votes held by it for unsold lots, parcels, Units or interests for the purpose of amending the Master Deed, By-Laws, or any other documents for the purpose of changing the permitted use of a lot, parcel, Unit or interest, or for the purpose of reducing the Common Elements or facilities..

## ARTICLE VI BOARD OF TRUSTEES

### 6.01 Number and Election of Trustees.

The Board of Trustees shall consist of five Trustees. The initial Trustees listed in the Articles of Incorporation of the Association (hereinafter called "Members of the First Board") shall hold office until the election of Trustees by the Owners in accordance with Section 6.03 below. Thereafter, subject to the terms of Sections 6.03 and 6.04, each Trustee will hold office for a term of one year and will be elected at the annual meeting of the Owners.

### 6.02 Powers of the Board of Trustees.

(a) Except as provided in this Master Deed, the Articles and the By-Laws, the Board of Trustees may act on behalf of the Association in all instances.

(b) The Board of Trustees may not act on behalf of the Association to:

(i) amend this Master Deed;

(ii) terminate the Association, this Master Deed or the Condominium;

(iii) elect Trustees to the Board of Trustees, other than to fill a vacancy for the unexpired portion of any Trustee's term, subject to Declarant's rights under Section 6.03 below; or

(iv) determine the qualifications, powers and duties, or terms of office, of Trustees.

### 6.03 Declarant Control Period.

(a) Subject to the terms and conditions of Sections 6.03(b) and (c) below, but despite anything else to the contrary contained in this Master Deed or in any other Association Document, Declarant shall have the exclusive right to appoint and remove all Trustees and Officers for a period of time determined as hereinafter indicated, after which period Declarant's rights to appoint all or any of the Officer and Trustees shall cease and terminate except to the extent of Declarant's voting rights according to the provisions of this Section. This period of Declarant's control (the "Declarant Control Period") shall be surrendered to the Owners in the following manner:

(i) Within sixty (60) days of the initial conveyance of 25% of the Units to parties other than Declarant, not less than 25% of the members of the Board of Trustees shall be elected by the Unit Owners at a special meeting called by the President of the Association; and

(ii) Within sixty (60) days of the initial conveyance of 75% of the Units to parties other than Declarant, Declarant's control of the Board of Trustees shall terminate and at such time the Unit Owners shall elect the entire Board of Trustees at a special meeting called by the President of the Association, except that so long as any Units remain unsold, in the regular course of business, Declarant may appoint one member of the Board of Trustees.

(b) Declarant may voluntarily surrender its right to appoint and remove Officers and Trustees prior to the expiration of the Declarant Control Period provided the Owners agree by a majority vote to assume control.

(c) After the Owners assume control of the Association, the Association may not take any action which would be detrimental to Declarant's sale of Units. Until Declarant has sold all Units held for sale, the following shall apply and shall not be amended:

(i) Neither the Association nor its Board shall take any action that will impair or adversely affect the rights of Declarant or cause Declarant 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 Declarant for capital improvements;

(ii) The Association and its Board shall continue the same level of maintenance, operation and services as provided immediately prior to the assumption of control of the Association and the Board by Unit Owners other than Declarant;

(iii) In furtherance of the foregoing provision, Declarant shall have the right to veto any and all action of the Association or the Board which may have any direct or indirect detrimental impact upon Declarant as may be determined in the sole reasonable discretion of Declarant; and

(iv) Declarant shall exercise its veto right in its sole and absolute discretion, within ten (10) days after its receipt of notice that a resolution or other action is proposed or has been taken by the Association or its Board. In such event, Declarant shall notify the Secretary of the Association of the exercise of its veto right and any such proposal or action shall be deemed null and void ab initio and of no further force or effect.

(v) The aforementioned protective provisions (i) through (iv) shall be construed in accordance with and not in derogation of N.J.S.A. 46:8B-12.1 and N.J.A.C. 5:26-8.4 and shall not be amended without the express written consent of Declarant.

(d) During the Declarant Control Period, Declarant shall make no additions, alterations, improvements or purchases not contemplated in the Public Offering Statement which would necessitate a Special Assessment or a substantial increase in the monthly assessment unless required by a government agency, title insurance company, Mortgagee or in the event of an emergency. Nor shall Declarant take any action which adversely affects homeowners' rights under N.J.A.C. 5:25-5.5.

6.04 Removal of Trustees.

In spite of any provision of this Master Deed or any other Association Document to the contrary:

(a) Trustees appointed by Declarant may be removed, with or without cause, solely by Declarant.

(b) Each Trustee, other than a Trustee appointed by Declarant, may be removed, with or without cause, by a 67 percent or greater vote of all Units represented and entitled to vote at any meeting at which a quorum is present.

6.05 Replacement of Trustees.

(a) Vacancies on the Board of Trustees created by the removal, resignation or death of a Trustee appointed by Declarant shall be filled by a Trustee appointed by Declarant.

(b) Except with respect to a Trustee appointed by Declarant, a vacancy on the Board of Trustees created by the removal, resignation or death of a Trustee shall be filled by a Trustee elected by the Owners other than the Declarant.

(c) Any Trustee elected or appointed pursuant to this Section 6.05 shall hold office for the remainder of the unexpired term of the Trustee that Trustee replaced.

ARTICLE VII  
ASSESSMENTS, COMMON EXPENSES, BUDGETS AND LIENS

7.01 Obligations for Assessments.

(a) Each Owner, by accepting a deed to a Unit (regardless of whether it shall be expressly stated in such deed), shall be deemed to have covenanted and agreed, to pay to the Association all:

- (i) General Assessments;
- (ii) Limited Common Element Assessments;
- (iii) Special Assessments;

- (iv) Default Assessments;
- (v) Emergency Assessment; and
- (vi) other charges,

that the Association is required or permitted to levy or impose on such Owner or such Owner's Unit pursuant to this Master Deed or any other Association Document.

(b) In spite of the definition of the term "Owner":

(i) a Person who acquires a Unit in a foreclosure sale shall be personally liable for all Assessments and other charges that the Association is required or permitted to levy or impose on that Unit or on the Owner of that Unit commencing on the date of the foreclosure sale; and

(ii) a Person who acquires a Unit by deed-in-lieu of foreclosure shall be personally liable for all Assessments and other charges that the Association is required or permitted to levy or impose on that Unit or on the Owner of that Unit commencing on the date on which the Owner of the unit executes the deed-in-lieu of foreclosure.

(c) No Owner shall be exempt from liability for any such Assessment or other charges by waiving the use or enjoyment of any Common Element by abandoning a Unit against which such Assessments or other charges are made.

(d) Each Owner shall be personally liable for all Assessments and other charges levied on such Owner or such Owner's Unit during the period of such Owner's ownership of the Unit. If there is more than one Owner of a Unit, each Owner shall be jointly and severally liable with the other Owners of the Unit for all Assessments and other charges levied on the Unit or any Owner of the Unit.

(e) Each Assessment or other charge, together with interest and penalties thereon and all costs and expenses incurred by the Association to collect such Assessment or other amount, including all fees and disbursements of attorneys, accountants, appraisers, receivers and other professionals engaged by the Association in connection therewith, may be recovered by a suit for a money judgment by the Association without foreclosing or waiving any lien securing the same.

#### 7.02 Shares of Common Expenses.

(a) Except as otherwise set forth in this Master Deed, the Association's Common Expenses shall be allocated equally among the Units.

(b) If any Units within the Condominium are not constructed, the Shares of Common Expenses for all Units within the Condominium after such addition or withdrawal shall be recalculated based upon the following formula:



$$\text{Share of Common Expenses} = \frac{\text{Total Common Expenses}}{\text{Number of Units Constructed}}$$

(c) Until the Association levies an Assessment, Declarant shall pay all Common Expenses. Thereafter, the obligation of Declarant to pay any type of Assessment, including reserves, for a particular Unit commences on the date that the Unit is issued a municipal certificate of occupancy, subject to Declarant's duty to pay for benefits it derives from the Association.

#### 7.03 Budgets.

(a) Prior to the first levy of a General Assessment, and thereafter annually, the Board of Trustees shall adopt an annual budget for the Association for the following calendar year that sets forth:

- (i) the Board of Trustee's estimates of Common Expenses for the next fiscal year;
- (ii) the amount of funds for such Common Expenses that the Board of Trustees proposes to raise through General Assessments;
- (iii) the amount of funds for such Common Expenses that the Board of Trustees proposes to raise through Limited Common Element Assessments; and
- (iv) the amount of funds for such Common Expenses that the Board of Trustees proposes to raise through Special Assessments.

The amount of monies for 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.

(b) Written notice of an Assessment shall be sent by mail or delivered to every Owner, as more particularly described in Section 20.09 below.

#### 7.04 General Assessments.

(a) After the Board adopts a budget, as set forth in Section 7.03 above, the Association shall levy an assessment for Common Expenses (a "General Assessment") on each Unit based upon the allocation of Common Expenses set forth in Section 7.02 above.

(b) The Owners shall pay the General Assessments levied against their respective Units in such periodic installments as may be required by the Association.

(c) After Declarant turns over control of the Board to the Owners, if a General Assessment is not made as required, a General Assessment shall nevertheless be presumed to have been made in the amount of the last prior year's assessment, and any installments of such General Assessment shall be due upon each installment payment date until a new General Assessment is made. The failure of the Association to levy a General Assessment for any calendar year shall not be deemed a waiver, modification or release of an Owner's liability for the Share of Common Expenses allocated to such Owner's Unit.

7.05 Limited Common Element Assessment.

(a) The Assessments that the Association may levy pursuant to this Section 7.05 are referred to in this Master Deed as "Limited Common Element Assessment."

(b) In spite of anything to the contrary contained in Section 7.04 above, if any Common Expense is (i) attributable to the operation, maintenance, repair, replacement, alteration or improvement of a Limited Common Element, or (ii) benefits fewer than all of the Units, the Association may levy an Assessment for such Common Expense against the Units to which that Limited Common Element is assigned, equally, in proportion to the Shares of Common Expenses attributable to those Units or in any other equitable proportion as the Association reasonably deems appropriate.

(c) Each Limited Common Element Assessment levied against any Unit shall be shown on an annual budget, or an amendment to an annual budget, adopted by the Board pursuant to Section 7.03 above, and shall be paid as and when required by the Association.

7.06 Special Assessment.

In addition to the General Assessment and Limited Common Element Assessment hereinbefore authorized, the Board may levy, in any assessment year, a Special Assessment ("a Special Assessment") for the purpose of defraying, in whole or in part, the cost of any reconstruction, repair or replacement of the Common Elements not determined by the Board to constitute an emergency or immediate need but for which funds held in reserve are inadequate, or for any other lawful purpose. The due date(s) of any Special Assessment, or any installment(s) thereof, shall be fixed in the resolution authorizing such Special Assessment. While the Declarant maintains control of the Board, it shall make no additions, alterations, improvements or purchases which would necessitate a Special Assessment or a substantial increase in the General Assessment unless required by a governmental agency, title insurance company, Mortgagee lender or in the event of an emergency. Special Assessments shall be allocated among Unit Owners in the same manner as the General Assessment is levied.

7.07 Default Assessments.

(a) In spite of anything to the contrary contained herein, if any Common Expense is caused by:

(i) the negligence or misconduct of an Owner or an Owner's Guest; or

(ii) a violation of any covenant or condition of an Association Document by an Owner or an Owner's Guest,

the Association may levy an Assessment for such Common Expense against such Owner's Unit. Any such Assessment levied by the Association and each fine, penalty, fee or other charge imposed upon an Owner for the Owner's violation of any covenant or condition of any Association Document are each referred to herein as a "Default Assessment."

(b) Default Assessments need not be shown on an annual budget adopted by the Board pursuant to Section 7.03 above.

(c) With respect to any Default Assessment, or portion thereof, levied other than as a late charge, the Owner of the Unit against which the Association seeks to levy the Default Assessment shall be provided notice and an opportunity to be heard. Owners of Units against which Default Assessments have been levied shall pay such Default Assessments as and when required by the Association.

#### 7.08 Emergency Assessment.

In the event the General Assessment proves to be insufficient for an immediate need or emergency, the Association budget may be amended at any time by the Board and the Board may impose an Emergency Assessment (an "Emergency Assessment"). The determination of an immediate need or emergency shall be in the sole discretion of the Board. Any Emergency Assessment shall be allocated among Unit Owners in the same manner as the General Assessment is levied.

#### 7.09 Assignment of Assessments.

The Association shall have an unrestricted right to assign its right to receive Assessments and other future income, either as security for obligations of the Association or otherwise, on the condition that any such assignment is approved by a majority of the votes allocated to Units present at a meeting at which a quorum is present.

#### 7.10 Lien of Assessments.

(a) Each Assessment, and any fines, late charges, penalties, interest, attorneys' fees, disbursements and costs of collection imposed against its Owner under any Association Document, shall be a continuing lien upon the Unit against which it was made and shall also be the joint and several personal obligation of the Owner of such Unit at the time when the Assessment, fines, late charge, penalty, interest, attorneys' fees, disbursements and costs of collection fell due, and of each subsequent record Owner of such Unit.

(b) Liens for 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 line

securing the same.

7.11 Certificates of Payment; Notices to Mortgagees.

(a) The Association shall furnish to an Owner or its designee or to a Mortgagee or its designee, upon written request to the Association's management agent, a statement setting forth the amount of unpaid Assessments currently levied against such Owner's Unit. The statement shall be furnished within ten calendar days after the Association's receipt of the request and shall be binding on the Association, the Board of Trustees and every Owner.

(b) The Association shall report to any First Mortgagee any unpaid Assessments remaining unpaid for more than ninety days after the same shall have become due, if such First Mortgagee first shall have delivered to the Association a written request for notice of unpaid Assessments.

7.12 Capital Contribution.

(a) Upon acquisition of title to a Unit, each Purchaser shall pay to the Association a non-refundable and non-transferable contribution to the working capital of the Association in an amount equal to  $\frac{1}{4}$  of the annual General Assessment assessed to the Unit for the fiscal year in which the sale of the Unit occurs. Such sum may be used for working capital, capital expenditures and any other lawful purpose and need not be replenished if it is so utilized. Payment of such contribution shall be a condition precedent to the exercise of rights of membership in the Association upon the initial sale from the Declarant or subsequent transfer of title to a Unit. Any unpaid capital contribution shall be deemed a lien on the Unit in the same manner as any unpaid Assessment attributable to the Unit.

(b) Payments by Purchasers to the Association at closings under Section 7.12(a) above shall not be credited against, or relieve Purchasers from, their obligation to pay other Assessments levied against Units by the Association.

ARTICLE VIII  
UTILITIES

8.01 Water, Sewer, Gas and Trash and Snow Removal Services.

(a) In connection with its construction of the 133 Units and the other initial Improvements, Declarant has installed water, sewer and gas lines that service the 133 Units and all of the other initial Improvements.

(b) Each Owner shall be responsible for the cost of water, sewer and gas for its Unit, which utilities shall be metered separately for each Unit. The Association shall be responsible for the cost of any water, sewer and/or gas provided to the Common Elements. Trash removal and snow removal services shall be provided by Mountain Creek Association.

(c) Common Expenses incurred by the Association for water, sewer, gas, trash removal and/or snow removal services shall be allocated among the Units in accordance with the Units' respective Shares of Common Expenses, without regard to usage, as a portion of the General Assessment.

#### 8.02 Electric, Telephone and Cable Television.

(a) In connection with its construction of the 133 Units and the other initial Improvements, Declarant has installed electric, telephone and cable television lines that service all portions of the Condominium.

(b) Each Owner shall be responsible for connecting to the available electric, telephone and cable television service for its Unit and shall pay all costs, expenses, fees, rates and other charges incurred in connection therewith directly to the utility or service company providing the same.

(c) The Association shall determine what, if any, electric, telephone and cable television services are necessary for the General Common Elements and shall be responsible for obtaining those services. The Common Expenses incurred by the Association for those services shall be allocated among all Units and charged to the Owners in accordance with the Shares of Common Expenses allocated to the Units as a portion of the General Assessments.

(d) To the extent that the Association incurs any Common Expense for any electric, telephone or cable television services for a Limited Common Element, the Association may, but is not obligated to, allocate the Common Expenses so incurred among the Units to which that Limited Common Element is assigned, equally, in proportion to the Shares of Common Expenses allocated to those Units or in any other equitable proportions the Association reasonably deems appropriate.

#### 8.03 Other Utilities.

If the Association incurs Common Expenses for any utility service not described above, or if the manner of providing or metering any utility service described above changes from the manner in which such service is provided or metered as of the date of this Master Deed, the Association may allocate the Common Expenses incurred for such new utility service or changed utility service in any reasonable and equitable manner among all Units..

### ARTICLE IX MAINTENANCE OF COMMON ELEMENTS AND UNITS

#### 9.01 Maintenance of Common Elements.

Except as otherwise provided in this Master Deed, the Association, or its duly designated agent, shall maintain the Common Elements and the improvements and landscaping located thereon in good order and repair and shall otherwise manage and operate the Common

Elements as it deems necessary or appropriate. In addition, the Association shall ensure that all interior Common Elements are sufficiently heated to prevent the freezing of water and sewer lines serving the Condominium. In this regard the Association may:

- (a) construct, modify, add to, repair, replace or renovate any improvements that are located on or constitute a part of any Common Element;
- (b) plant and replace trees, shrubs and other vegetation on any Common Element;
- (c) place, maintain and replace signs upon any Common Element;
- (d) adopt and enforce Rules and Regulations regulating the use of Common Elements; and
- (e) take any other actions as the Association deems necessary or advisable to protect, maintain, operate, manage or regulate the use of the Common Elements.

While Declarant maintains control of the Board of Trustees, Declarant shall take no action which adversely affects a Unit Owner's rights under N.J.A.C. 5:25-5.5. Claims relative to defects in Common Elements shall be process in accordance with N.J.A.C. 5:25-5.5.

#### 9.02 Maintenance of Units.

Each Owner, at such Owner's sole cost and expense, shall maintain in good order and repair its Unit (including all fixtures located therein), and the Limited Common Elements assigned solely to its Unit, other than those Limited Common Elements which the Association chooses to maintain for reasons of uniformity or structural considerations. Without limiting the generality of the preceding sentence, the Association may maintain any exterior patios, roofs, decks, trellises, skylights and other such exterior portions of the Condominium, even if such portions are Limited Common Elements appurtenant to a single Unit, and all costs incurred by the Association in that regard may be charged to Owners as Limited Common Element Assessments in accordance with Section 7.05 above.

#### 9.03 Mechanic's Liens and Indemnification.

No labor performed or materials furnished and incorporated into a Unit with the consent or at the request of an Owner or an agent, contractor or subcontractor of an Owner shall be the basis either for filing a lien against the Unit of any other Owner not expressly requesting or consenting to the same, or against the Common Elements. Each Owner shall indemnify and hold harmless each of the other Owners and any Mortgagee from and against all liability arising from any claim or lien against the Unit of any other Owner or against the Common Elements for construction performed or for labor, materials, services or supplies incorporated in the Owner's Unit at the Owner's request.

9.04 Mountain Creek Association.

The rights and obligations of the Association and the Owners under this Article IX are subject to the rights of the Mountain Creek Association and the Design Review Board of the Mountain Creek Association under the Mountain Creek Association Documents.

ARTICLE X  
COVENANTS, CONDITIONS AND RESTRICTIONS

10.01 Applicability of Covenants, Conditions and Restrictions.

Except as otherwise provided in this Master Deed, the covenants, conditions and restrictions set forth in this Article X shall apply to all Units and Common Elements.

10.02 Association Documents.

Each Owner shall comply with, and shall require its Guests to comply with, all provisions of the Association Documents that apply to such Owner or such Owner's Units.

10.03 Mountain Creek Association Documents.

Each Owner shall comply with, and shall require its Guests to comply with, all provisions of the Mountain Creek Association Documents that apply to such Owner or such Owner's Units.

10.04 Use of Units.

(a) Except as otherwise expressly permitted by this Master Deed, an Owner may use its Unit only as a permanent or vacation residence for itself and its Guests. No Owner shall lease its Unit for a term longer than sixty days, or for consecutive terms of less than sixty days if such terms, when aggregated, exceed sixty days, without the prior written consent of the Association. The foregoing restriction shall not apply to consecutive short term rentals for vacations. No Owner shall conduct any business, profession, occupation or trade from its Unit, including, without limitation, the operation of a so-called "bed and breakfast" or "chalet".

(b) In spite of the restrictions set forth in Section 10.04(a) above:

(i) an Owner may use its Unit as its private office, on the condition that the Owner does not invite others to its Unit to conduct business; and

(ii) the Association and Declarant, until Declarant has sold all Units in the Condominium, may use one Unit owned or leased by it as a management office, or a combined management office and residence for a resident manager, for the Condominium;

10.05 Use of Common Elements.

All Owners and their Guests may use the General Common Elements and the Limited Common Elements designed to serve their Units for the purposes for which such Common Elements are intended. In spite of the preceding sentence, neither an Owner nor a Guest may use any Common Element in any manner that unreasonably interferes with the rights of other Owners in and to the Common Elements. Without limiting the generality of the foregoing, no Owner shall cause, or permit its Guests to cause, waste to any Common Element. The Owners' rights to use the Common Elements are subordinate and subject to all of the rights and powers of the Association with respect to the Common Elements, including without limitation, the Association's right and power to adopt rules regulating the use of the Common Elements.

10.06 Alterations.

(a) Except as otherwise expressly provided in this Master Deed, an Owner of a Unit may not make any improvement or alteration to a Common Element or any improvement or alteration to its Unit that affects any Common Element or any other Unit, without the prior written consent of the Association.

(b) In spite of Section 10.06(a) above, an Owner who owns adjoining Units may remove or alter any intervening partition, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity, electrical systems, or mechanical systems or lessen the support of any portion of the Condominium.

(c) No new Improvement shall be constructed on the Property and no construction, alteration or installation or other work affecting the exterior surface of any existing Improvement shall be made, except as required or approved by the Design Review Board for Mountain Creek, and then only in strict accordance with the terms and conditions of the Mountain Creek Association Documents.

(d) Without limiting the generality of Sections 10.06(a) and (b) above, an Owner of a Unit may not, without the prior written consent of the Association, install or erect any improvement, mechanical system or fixture, that either:

(i) protrudes beyond the boundaries of the Owner's Unit; or

(ii) is located wholly outside the Owner's Unit (even if located within a Limited Common Element that is assigned to solely the Owner's Unit).

(e) The Association shall perform or make, or cause to be performed or made, any Improvement, construction, alteration, installation or other work on, to or affecting the exterior of any Improvement on the Property which the Mountain Creek Association requires, in writing, to be performed or made.



(f) Nothing herein shall be construed to prohibit the reasonable adaptations of any Unit for handicap use.

10.07 Nuisances, Hazardous Activities and Unsightliness.

(a) No Person shall conduct any activity on the Property which creates a nuisance. Without limiting the generality of the foregoing:

(i) no lights shall be emitted that are unreasonably bright or cause unreasonable glare;

(ii) no sound shall be emitted that is unreasonably loud or annoying;  
and

(iii) no odor shall be emitted that is unreasonably offensive.

(b) No Person shall conduct any activity on the Property which is or might be hazardous to any Person or property. Without limited the generality of the foregoing:

(i) no open fires shall be allowed to exist, unless contained in a customary barbecue grill or in a barbecue pit approved by the Design Review Board for Mountain Creek and in accordance with all governmental regulations;

(ii) no firearms may be discharged; and

(iii) no hunting may be conducted.

(c) No unsightliness shall be permitted at the Property. Without limiting the generality of the foregoing:

(i) all exterior mechanical equipment lines, wires, pipes and other facilities shall either be buried or enclosed within a structure approved by the Design Review Board for Mountain Creek; and

(ii) all garbage shall be stored in accordance with the terms and conditions of Section 10.13 below.

(d) The Association shall have the power to grant variances from the terms and conditions of this Section 10.07 from time to time as its deems necessary. Normal construction activities shall not be considered to violate the terms and conditions of this Section 10.07.

10.08 Signs.

(a) Except for Unit and/or Building identification designations, no signs whatsoever shall be erected or maintained on the Property, except:

- (i) signs required by legal proceedings; and
- (ii) those permitted or approved by the Design Review Board for Mountain Creek.

(b) Without limiting the generality of Section 10.08(a) above, no "For Sale" or "For Rent" signs shall be displayed on the exterior or interior of a Unit.

#### 10.9 Compliance with Laws.

Nothing shall be done or kept at the Property in violation of any law, ordinance, rule, regulation or other requirement of any governmental or quasi-governmental authority.

#### 10.10 Compliance with Insurance.

Except as may be approved in writing by the Association, nothing shall be done or kept at the Property that may result in the cancellation of any insurance maintained by the Association or may result in an increase in the rates of any such insurance.

#### 10.11 Restriction on Subdivision, Rezoning and Timesharing.

(a) No Unit may be subdivided, unless the subdivision has been approved by 100 percent of the votes in the Association.

(b) No Owner shall offer or sell any interest in any Unit under a "timesharing" or "interval ownership" plan or similar plan.

#### 10.12 Vehicles and Parking.

(a) No motor vehicle classed by manufacturer rating as exceeding three-quarter ton and no mobile home, trailer, detached camper or camper shell, boat or other similar equipment or vehicle may be kept or parked at the Property.

(b) No motor vehicle shall be constructed, repaired or serviced at the Property.

(c) Each Owner shall park its vehicles, and shall cause its Guests to park their vehicles, only in the area designated for parking.

(d) An Owner may not park its vehicles, and shall not permit its Guests to park their vehicles, outside of any designated parking area on any street or road, or on the shoulder of any street or road located at, on or adjacent to the Property.

(e) All parking spaces are available to all Owners on a "first come, first serve" basis. However, an Owner may not use more than two parking spaces at any time.

(f) An Owner may not store a motor vehicle in any parking space when neither the Owner nor its Guest is occupying its Unit.

(g) An Owner may not sell, lease or otherwise convey all or any of the parking rights it has by virtue of its Ownership of a Unit, except in connection with the sale, lease or other conveyance of its Unit, and then only to the purchaser or lessor of its Unit.

10.13 Trash, Garbage and Other Waste Materials.

(a) Owners shall store all trash, garbage and other waste materials in accordance with the terms and conditions of this Section 10.13.

(b) All trash, garbage or other waste material shall be stored within collection areas designated by the Association. No trash, garbage or other waste material shall be stored by any Owner in any location not designated as a collection area.

10.14 Exterior Storage.

No Owner shall store any materials or items on or in any Common Element, other than those Common Elements designed for that purpose, and then only in strict accordance with the terms and conditions of the Association Documents.

10.15 Pets.

No dogs or cats or animals of any kind shall be raised, bred or kept on the Property or within any Unit.

10.16 Wildlife.

No Owner nor its Guests may feed, bait, salt or otherwise attempt to attract wildlife to the Condominium.

10.17 Solid-Fuel Burning Devices.

No solid-fuel burning devices, such as charcoal grills, and wood burning stoves or fireplaces, shall be used, kept or stored on the Property.

10.18 Declarant's Exemption.

Nothing contained in this Master Deed or in any other Association Document shall be construed to prevent:

(a) Declarant's exercise and enjoyment of any Special Declarant Right or any other rights of Declarant under this Master Deed or any other Association Document; or

(b) the conduct by Declarant or its employees or agents of any activity, including, without limitation, the erection or maintenance of temporary structures, trailers, improvements or signs, necessary or convenient to the development, construction, marketing or sale of property within or adjacent to the Condominium.

ARTICLE XI  
EASEMENTS AND RESERVATIONS

11.01 Declarant's Easements Over Common Elements.

(a) Declarant hereby reserves for itself, its successors and assigns:

(i) A blanket and non-exclusive easement in, upon, through, under and across the Common Elements for the purpose of discharging and exercising any of Declarant's rights and obligations under this Master Deed including, but not limited to, the construction, installation, maintenance and repair of any improvements to the Units or the Common Elements, for ingress and egress for the use of all driveways and parking areas, and for the utilization of existing and future model Units for sales, promotion and exhibition. In addition, Declarant hereby reserves the irrevocable right for a period of two (2) years after the conveyance of the Unit, to enter into, upon, over or under any Unit for such purposes as may be reasonably necessary for Declarant or its agents to service such Unit, provided that requests for entry are made in advance and that 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; and

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

(iii) A general easement in, upon, over, under, across and through the Common Elements to make improvements at the Property or any other real estate owned by Declarant.

(b) Declarant hereby reserves for itself, its successors and assigns, the right to:

(i) establish from time to time utility, drainage, access and other easements, permits or licenses over, across, through and under the Common Elements for Declarant or other Persons including, but not limited to Mountain Creek Association and its members; and

(ii) create other reservations, exceptions and exclusions for the best interest of Declarant and other Persons including, but not limited to Mountain Creek Association and its members,

on the conditions that (A) the parties benefited by the easement, license, permit, reservation, exception or exclusion must use reasonable efforts to locate any such easement, license, permit, reservation, exception or exclusion to minimize interference with the use of the Property by the Owners to the extent practicable; and (B) if the parties benefited by the easement, license, permit, reservation, exception or exclusion construct or install any improvements on the Property pursuant to the same, the benefited parties shall promptly repair any damage caused to the Property thereby at their sole cost and expense.

#### 11.02 Utility Easement.

(a) Subject to the terms and conditions of this Master Deed and all other Association Documents, Declarant hereby creates a blanket, perpetual and non-exclusive easement over, across, through and under the Property for ingress to, egress from, and installation, replacement, repair and maintenance of, all utility and service lines and systems, including, without limitation, water, sewer, gas, telephone, electricity and cable communication that service the Property or any portion thereof as well as any such lines and systems which service property owned by Declarant or the Mountain Creek Association. The Association may, but is not obligated to, authorize the release of portions of the general easement created pursuant to this Section 11.02 upon the request of any Owner showing good cause therefor.

(b) Pursuant to this easement, a utility or service company may install and maintain facilities and equipment on the Property and affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of Improvements to provide service to the Units or the Common Elements. Despite anything to the contrary contained in this Section 11.02, no sewers, electrical lines, water lines or other utilities or service lines may be installed or relocated on any portion of the Property, except in accordance with terms and conditions of Section 10.07 above. Any utility or service company using this general easement shall use its best efforts to install, repair, replace and maintain its lines and systems without disturbing the uses of Owners, the Association, Declarant and other utility and service companies.

(c) If any utility or service company furnishing utilities or services to the Property or any portion thereof or property of Declarant or the Mountain Creek Association as permitted under Section 11.02(a) above requests a specific easement by separate recordable document, the Association shall have the right and authority, but not the obligation, to grant such easement over, across, through and under any portion of the Property.

#### 11.03 Association's Easements.

(a) The Association shall have a general easement over, across, through and under each Unit and each Common Element to:

(i) exercise any right held by the Association under this Master Deed or any other Association Document; and

(ii) perform any obligation imposed upon the Association by this Master Deed or any other Association Document.

(b) Despite the foregoing, the Association shall not enter any Unit under the easements described in Section 11.03 (a) above without reasonable prior notice to the Owner thereof, except in cases of emergency.

#### 11.04 Unit Owner' Easements

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

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

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

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

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

(e) A perpetual and non-exclusive easement in, over and through the General Common Elements of the Condominium to use the driveways, parking areas, walkways and other common facilities within the Condominium for their intended respective purposes, subject to the right of the Board to (A) promulgate Rules and Regulations for the use and enjoyment thereof; and (B) suspend the enjoyment and voting rights of any Unit Owner for any period during which any assessment, fine or other charge remains unpaid, or for any period during which any infraction of its published Rules and Regulations continues, it being understood that any suspension for either non-payment of any assessment or a breach of the Rules and Regulations of the Association shall not constitute a waiver or discharge of the Unit Owner's obligation to pay the assessment.

#### 11.05 Emergency Access Easement

Declarant hereby grants a general easement to all police, sheriff, fire protection, ambulance and all other similar emergency agencies or Persons to enter upon the Property in the proper performance of their duties.

11.06 Future Easements.

The Association shall have the right to grant other easements including, but not limited to utility easements, under, through or over the Common Elements which are reasonably necessary to the ongoing operation of the Property, the common purpose underlying it, or for the benefit of the Mountain Creek Association and its members.

11.07 First Mortgagee Easements.

Any First Mortgagee, its officers, agents and employees, shall have a blanket, perpetual and non-exclusive easement to enter the Condominium or any part thereof to inspect the condition and repair of the Common Elements, or any Units so encumbered by a First Mortgage owned by it. This right shall be exercised only during reasonable daylight hours, and then whenever practicable, only after advance notice to and with the permission of the Board and the Unit Owner.

11.08 Recorded Easements and Licenses.

The Property shall be subject (a) all easements and licenses as shown on any recorded plat affecting the Property and (b) any other easements or licenses of record or of use as of the date of recordation of this Master Deed. In addition, the Property is subject to all easements created or permitted by this Master Deed.

ARTICLE XII  
INSURANCE

12.01 Insurance Required to be Obtained by the Association.

The Association shall obtain and maintain all insurance required to be obtained and maintained by the Association under the Act and any additional insurance that the Board of Trustees deems necessary.

12.02 Casualty Insurance for Improvements.

(a) The Association shall obtain and maintain casualty insurance for all Improvements located on or forming a part of the Common Elements, including, without limitation, the structural and mechanical components serving the Units, in accordance with the requirements set forth in Section 12.01 above.

(b) Owners shall be responsible for obtaining and maintaining any casualty insurance that they desire for Improvements located in or forming a part of their Units, and for any fixtures, furnishings and equipment, other than fixtures and equipment that are part of the Common Elements, located within their Units.

ARTICLE XIII  
CASUALTY

13.01 Casualty to Common Elements.

If any insured Common Element or any part thereof is damaged or destroyed by fire or casualty, the repair, restoration or ultimate disposition of any insurance proceeds shall be in accordance with the provisions of the Act.

13.02 Casualty to a Unit.

To the extent that the Association is not obligated to make any such repairs or replacements, each Owner of a Unit shall repair or replace any damage to or destruction to the interior of his Unit, as soon as is reasonably practical after such damage or destruction occurs.

ARTICLE XIV  
CONDEMNATION

14.01 Condemnation of all Units.

If the entire Condominium is taken by condemnation or similar proceeding, the Condominium shall terminate as of the date of the taking and any condemnation award payable in connection therewith shall be paid to the Association and then disbursed by the Association in accordance with the terms and conditions of the Act.

14.02 Condemnation of Fewer Than All Units.

If one or more Units, but less than the entire Condominium, is taken by condemnation or similar proceeding:

- (a) any condemnation award payable in connection therewith shall be paid;
- (b) the Interest in Common Elements appurtenant to those Units shall be reallocated; and
- (c) the Shares of Common Expenses allocated to those Units shall be reallocated, in accordance with the terms and conditions of the Act.

14.03 Condemnation of Common Elements.

If any Common Element is taken by condemnation or similar proceeding, any condemnation award payable in connection therewith shall be paid to the Association and used by the Association:

- (a) first, to repair and/or restore any damage to Common Elements resulting from the condemnation or similar taking; and



- (b) second, to be disbursed as provided for in the Act.

**ARTICLE XV  
SPECIAL DECLARANT RIGHTS; RATIFICATION OF AGREEMENTS**

**15.01 Improvements.**

Declarant hereby reserves for itself, its successors and assigns the right, but is not obligated, to construct:

(a) any improvements shown on the Map, as the same may be amended from time to time, except as stated in the Public Offering Statement; and

(b) subject to the conditions set forth in Section 11.01(b) above, any other buildings, structures or improvements that Declarant desires to construct on the Property or any other real estate owned by Declarant, regardless whether the same ever become part of the Condominium.

**15.02 Development Rights.**

(a) Declarant hereby reserves for itself, its successors and assigns:

(i) the right to combine any Units owned by Declarant;

(ii) the right to convert any Unit owned by Declarant into Common Elements; and

(iii) the right to withdraw from the Condominium any real estate owned by Declarant and located within the Property prior to the conveyance of the first Unit located within the Property to a Purchaser.

(b) In exercising any development right reserved hereunder, Declarant shall execute and record an amendment to this Master Deed in accordance with the requirements of the Act.

**15.03 Sales Offices and Model Homes.**

Declarant hereby reserves for itself, its successors and assigns the right to maintain sales offices, management offices and models within any Unit owned or leased by Declarant. Declarant also reserves for itself, its successors and assigns the right to construct and maintain signs advertising the Condominium on any and all Common Elements.

**15.04 Merger.**

Declarant hereby reserves for itself and its successors and assigns the right to merge or consolidate the Condominium with any other condominium with Unit Owner permission.

15.05 Exercising Special Declarant Rights.

Declarant may exercise its Special Declarant Rights at any time prior to the sale of the last Unit by Declarant to a Purchaser. Declarant may exercise its Special Declarant Rights in any order, and no assurance is given as to the order in which Declarant will exercise its Special Declarant Rights. If Declarant exercises any Special Declarant Right with respect to any portion of the Property, Declarant may, but is not obligated to, exercise that Special Declarant Right with respect to any other portion of the Property. Despite anything to the contrary contained in this Master Deed, Declarant may exercise any Special Declarant Right described in this Article XV, without the consent of the Association or of any of the Owners.

15.06 Interference with Special Declarant Rights.

Neither the Association nor any Owner may take any action or adopt any Rule or Regulation that interferes with or diminishes any Special Declarant Right, without Declarant's prior written consent. Any action taken in violation of this Section 15.06 shall be null and void and have no force or effect.

15.07 Rights Transferable.

Declarant may transfer any Special Declarant Right reserved to it under this Article XV or under any other provision of this Master Deed by an instrument evidencing the transfer recorded in the Sussex County Records. The instrument shall not be effective unless executed by the transferee.

15.08 Ratification, Confirmation and Approval of Agreements.

The fact that some or all of the officers, trustees, Members or employees of the Association and Declarant may be identical, and the fact that Declarant 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, his heirs, legal representatives, successors and assigns, of the propriety and legality of said agreement(s), or any other agreements authorized and permitted by the Act, this Master Deed, the Articles or the By-Laws.

ARTICLE XVI  
MORTGAGEE PROTECTIONS

16.01 Benefit of First Mortgagees.

This Article establishes certain standards and covenants which are for the benefit of First Mortgagees. This Article is supplemental to, and not in substitution of, any other provisions of this Master Deed, but in the case of any conflict, this Article shall control.

16.02 Notice of Actions.

If requested in writing to do so, the Association shall give prompt written notice of the following to each First Mortgagee making such request:

- (a) any condemnation loss or any casualty loss which affects a material portion of the Common Elements or any Unit in which an interest is held by the First Mortgagee;
- (b) any delinquency in the payment of Assessments which remains uncured for sixty days by an Owner whose Unit is encumbered by a First Mortgage held by such First Mortgagee;
- (c) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) any proposed action which would require the consent of First Mortgagees as set forth in this Article; and
- (e) any judgment rendered against the Association.

16.03 Consent Required.

Despite anything to the contrary contained in this Master Deed, the Association may not take any of the following actions without the consent of 67 percent of the First Mortgagees (based on one vote for each Unit encumbered by a First Mortgage held):

- (a) by act or omission seek to abandon or terminate the Condominium, except after condemnation or substantial casualty;
- (b) except as provided herein for condemnation, casualty, and the exercise of Special Declarant Rights, change the Interests in General Common Elements, Shares of Common Expenses or votes in the Association of any Unit;
- (c) subdivide, partition, or relocate the boundaries of any Unit, except as permitted with respect to Special Declarant Rights;

(d) abandon, subdivide, partition, encumber, sell, or transfer the Common Elements (the granting of easements for public utilities or for other purposes provided for in this Master Deed shall not be deemed transfers);

(e) use hazard insurance proceeds for losses to any portion of the Common Elements for other than repair, replacement, or reconstruction of the Common Elements, except as provided by the Act; or

(f) merge the Condominium with any other common interest community, except as permitted with respect to Special Declarant Rights.

#### 16.04 Notice of Objection.

Unless a First Mortgagee provides the Association with written notice of its objection, if any, to any proposed amendment or action requiring the approval of First Mortgagees within thirty days following the receipt of notice of such proposed amendment or action, the First Mortgagee will be deemed conclusively to have consented to or approved the proposed amendment or action.

#### 16.05 First Mortgagees' Rights.

(a) First Mortgagees, jointly or singly, may pay taxes or other charges which are in default and which may or have become a charge against any of the Common Elements or improvements thereon, and may pay overdue premiums on hazard insurance policies, for the Common Elements. First Mortgagees making such payment shall be owed immediate reimbursement from the Association.

(b) A First Mortgagee shall be entitled to cure any delinquency of the Owner of a Unit encumbered by its First Mortgage in the payment of Assessments. In that event, the First Mortgagee shall be entitled to obtain a release from the lien imposed or perfected by reason of such delinquency.

#### 16.06 Limitations on First Mortgagee's Rights.

No requirement for approval or consent by a First Mortgagee provided in this Article shall operate to:

(a) deny or delegate control over the general administrative affairs of the Association by the Owners or the Board of Trustees;

(b) prevent the Association or the Board of Trustees from commencing, intervening and/or settling any legal proceeding; or

(c) prevent any insurance trustee or the Association from receiving and distributing any insurance proceeds in accordance with the requirements of the Article XII above.

16.07 Declarant Rights.

No provision or requirement of this Article XVI shall apply to any Special Declarant Rights or other rights reserved to Declarant in this Master Deed.

ARTICLE XVII  
ENFORCEMENT AND REMEDIES

17.01 Enforcement.

(a) Each provision of this Master Deed with respect to the Association or the Common Elements shall be enforceable by Declarant, the Resort Owner or by any Owner by a proceeding for injunctive relief.

(b) Each provision of this Master Deed with respect to an Owner or a Unit shall be enforceable by Declarant, the Resort Owner or the Association by:

(i) a proceeding for injunctive relief;

(ii) a suit or action to recover damages; or

(iii) in the discretion of the Association, for so long as any Owner fails to comply with any such provisions, exclusion of such Owner and its Guests from the use of any Common Elements and from participation in any Association affairs.

(c) In addition to the rights and remedies described in Section 17.01(b) above, if an Owner fails to perform or observe any covenant or condition to be performed or observed by such Owner under this Master Deed or any other Association Document, the Association shall have the following rights and remedies:

(i) The Association may, but is not obligated to, cure such failure to comply at the Owner's sole cost and expense. If the Association cures any such failure to comply, the Owner shall pay to the Association the amount of all costs incurred by the Association in connection therewith within thirty days after the Owner receives a written invoice therefor from the Association.

(ii) The Association may, after notice and an opportunity to be heard, fine the Owner, as a Default Assessment, an amount not to exceed \$100 for each violation. The Owner shall pay any such fine to the Association within thirty days after the Owner receives written invoice therefor from the Association.

(iii) With respect to an Owner's failure to pay an installment of any Assessment, the Association may accelerate the due date for the payment of the full amount of the Assessment.

(iv) The Association shall have all other rights and remedies available to it under this Master Deed, at law or in equity.

(d) All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy.

#### 17.02 Attorneys' Fees.

In the event of any dispute under or with respect to this Master Deed or any other Association Document, the prevailing party shall be entitled to recover from the nonprevailing party all of its costs and expenses in connection therewith, including, without limitation, the fees and disbursements of any attorneys, accountants, engineers, appraisers or other professionals engaged by the prevailing party.

#### 17.03 Interest.

If an Owner fails to pay to the Association any Assessment or other amount due to the Association as and when the same becomes due, the Owner shall pay to the Association interest on such unpaid amount at the rate of 18 percent per annum, or such other rate as the Board of Trustees may establish from time to time, from the due date of such unpaid amount until the date paid.

#### 17.04 Right to Notice and Hearing.

Whenever an Association Document requires that an action be taken after "notice and hearing," the following procedure shall be observed. The party proposing to take the action (e.g., the Board of Trustees or a committee or officer of the Association) shall give at least three days' prior written notice of the proposed action to all Owners whose interests would be significantly affected by the proposed action as reasonably determined by the proposing party. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the party proposing to take action, and all affected Owners, may give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the hearing to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. Any affected Owner shall be notified of the decision in the same manner in which notice of the hearing was given. Any Owner having a right to notice and hearing shall have the right to appeal to the Board of Trustees from a decision of a proposing party other than the Board of Trustees. Such right of appeal may be exercised within ten days after an Owner receives notice of the decision, by filing a written notice of appeal with the Board of Trustees. The Board of Trustees shall conduct a hearing within forty-five days thereafter, giving the same notice and observing the same procedures as were required for the original hearing.

17.05 Nonwaiver.

Failure by Declarant, the Resort Owner, the Association or any Owner to enforce any covenant, condition, restriction, reservation, easement, assessment, charge, lien or other provision of this Master Deed or in any other Association Document shall in no way be deemed to be a waiver of the right to do so thereafter.

ARTICLE XVIII  
TERM AND AMENDMENTS

18.01 Term.

The covenants, conditions, restrictions, reservations, easements, assessments, charges and liens set forth in this Master Deed shall run with and bind the Property until the Master Deed is terminated pursuant to Section 18.02 below.

18.02 Termination.

(a) Subject to the rights of Mortgagees under Article XVI above, the Owners may terminate the Condominium and this Master Deed, by the vote of 67 percent of the votes allocated to all Units. If the necessary votes are obtained, the agreement of the Owners to terminate the Condominium and this Master Deed shall be evidenced by a termination agreement or ratification thereof, executed by the required number of Owners in accordance with the Act. Upon recordation of the termination agreement in the Sussex County Records, the Condominium shall be terminated, this Master Deed shall have no further force or effect, and the Association shall be dissolved.

(b) Despite the foregoing, the Owners may not terminate the Condominium for so long as Declarant shall own one or more Units, with Declarant's prior written consent, which consent Declarant may withhold in its sole discretion.

(c) Notwithstanding the foregoing, a termination of this Master Deed or the Condominium shall not release the Property from the easements, covenants, conditions and restrictions set forth in Articles XI and XIX hereof and such easements, covenants, conditions and restrictions shall survive the termination of this Master Deed, unless Declarant and the Resort Owner consent to the release thereof in writing.

18.03 Amendments.

(a) Except for provisions of this Master Deed regarding the rights and obligations of Declarant or the Resort Owner, which may not be amended without Declarant's or the Resort Owner's prior written consent, as appropriate, and subject to the rights of Mortgagees under Article XVI above, Owners may amend any provision of this Master Deed at any time by a vote of at least 67 percent of the votes allocated to all Units. If the necessary votes and consent are obtained, the Association shall cause an amendment to the Master Deed to be recorded in the Sussex County Records. However, Owners may not amend this Master Deed for so long as

Declarant shall own one or more Units, without Declarant's prior written consent, which consent Declarant may withhold in its sole discretion.

(b) Despite the terms and conditions of Section 18.03(a) above, the Declarant may, prior to the transfer of any Unit by Declarant to a Purchase, amend this Master Deed or the By-Laws in any legal fashion as Declarant may deem appropriate. After such first transfer of title, the Declarant may, without the consent of the Owners, amend:

(i) this Master Deed, the By-Laws and/or the Map to correct clerical, typographical, technical or other errors; and

(ii) this Master Deed to comply with the requirements, standards or guidelines of recognized secondary mortgage markets, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, the Federal Home Loan Mortgage Corporation, the government National Mortgage Association or the Federal National Mortgage Association

(c) Despite the foregoing, the terms and conditions of Articles XI and XIX may not be amended without the prior written consent of Declarant and the Resort Owner.

**ARTICLE XIX  
ACKNOWLEDGMENTS AND AGREEMENTS REGARDING MOUNTAIN CREEK  
RESORT**

**19.01 Mountain Creek Resort.**

The Condominium is located in the vicinity of the Mountain Creek Resort, a four season resort with skiing, snowboarding, tubing, snowshoeing, mountain biking, hiking and other recreational and entertainment activities and facilities. The operation of the Mountain Creek Resort may create certain nuisances and risks to the Condominium, the Owners and their Guests, including but not limited to, offensive noises, lighting and odors, damage to real and personal property, and personal injury and death.

**19.02 Acknowledgments Regarding the Mountain Creek Resort by Unit Owners.**

By accepting a deed to a Unit (whether or not it is expressly stated in the deed), an Owner acknowledges that:

(a) no representations or warranties have been made by Declarant, Resort Owner or any other person with regard to the present or future ownership, operation or configuration of, or right to use the Mountain Creek Resort, whether or not depicted on any plat or land use plan, sales brochure or other marketing material or display;

(b) the present or future ownership, operation or configuration of, or right to use any Mountain Creek Resort facility may change at any time and from time to time for any



reason including, without limitation, the sale or assignment of operations of the Mountain Creek Resort, or a portion thereof;

(c) no Owner shall have any right to use any Mountain Creek Resort facility, including without limitation, the Mountain Creek Resort ski area, solely by virtue of his, her or its ownership of a Unit;

(d) there is no guarantee that the view over or across any portion of the Mountain Creek Resort will be forever preserved without impairment;

(e) Declarant and Resort Owner have no obligation to prune or not prune trees or other landscaping and Resort Owner may change or relocate any Mountain Creek Resort facility or other improvement or landscaping at any time without liability to any Owner;

(f) there is no guarantee that direct ski in and ski out access to the Mountain Creek Resort will exist;

(g) neither Declarant, Resort Owner, nor any of their respective officers, Trustees, members, employees, agents or independent contractors have made any representations regarding the future amenities and facilities of the Mountain Creek Resort that are inconsistent with the statements set forth in Sections 19.02(a) through (f) above, and the Owner did not rely on any such inconsistent statement in making its decision to purchase its Lot.

**19.03 Potential Disturbances and Nuisances from Adjacent Mountain Creek Resort Uses.**

By accepting a deed to a Unit (whether or not it is expressly stated in the deed), an Owner understands and agrees that:

(a) the Condominium is located in the vicinity of the Mountain Creek Resort;

(b) the Mountain Creek Resort is open to the public and large numbers of people may be entering, exiting and using the Mountain Creek Resort on various days of the week, including weekends, at any time of the day or night;

(c) the Mountain Creek Resort may have exterior lighting and amplified exterior sound and may be regularly used for recreational and entertainment events on various days of the week, including weekends, at any time of the day or night;

(d) Mountain Creek Resort activities, including without limitation, skiing, snowboarding, tubing, snowshoeing, mountain biking, hiking and other recreational activities may be conducted at any time of the day or night, seven days a week;

(e) skiers, snowboarders, tubers, snowshoers, mountain bikers, hikers and other Mountain Creek Resort users may not confine themselves to the Mountain Creek Resort and may stray onto the Property;

(f) Mountain Creek Resort property and related improvements and facilities may require maintenance, including grooming, snowmaking, mowing, and irrigation, involving the use of tractors, mowers, blowers, pumps, compressors, utility vehicles and over-the-snow vehicles, at any time of the day or night, seven days a week;

(g) overspray from the Mountain Creek Resort snowmaking system and drainage and water runoff from the Mountain Creek Resort may enter upon the Property;

(h) ski lifts, ski trails, maintenance facilities, snowmaking equipment and other Mountain Creek Resort facilities may be attractive nuisances to children;

(i) pesticides, fertilizers and other chemicals may be utilized in connection with the operation of the Mountain Creek Resort and related landscaping, vegetation and revegetation; and

(j) noisy electric, gasoline and other power maintenance and snowmaking equipment, ski lifts, sprinkler and other irrigation systems may be operated at any time during the day or night.

#### 19.04 Assumption of Risk, Release, Waiver and Hold Harmless.

(a) By accepting a deed to a Unit (whether or not it is expressly stated in the deed), an Owner acknowledges and agrees that:

(i) the location of the Condominium in the vicinity of the Mountain Creek Resort may result in nuisances or hazards to persons and property and the use of the Mountain Creek Resort by others may result in property damage, personal injury or death to persons on the Property due to errant skiers, snowboarders, mountain bikers and other Mountain Creek Resort users;

(ii) the Owner and its Guests do knowingly and voluntarily assume all risks associated with such location, including without limitation, the risks of nuisance, inconvenience and disturbance, as well as property damage, personal injury or death arising from errant skiers, snowboarders, mountain bikers and other users of the Mountain Creek Resort or actions or omissions incidental to the operation of the Mountain Creek Resort; and

(iii) neither Declarant, Mountain Creek Association, Resort Owner, any other owner, operator or concessionaire of all or any part of the Mountain Creek Resort nor any of their respective employees, agents, invitees, licensees, contractors, successors and assigns shall be responsible or accountable for, or have any liability for any claims, causes of action, losses, damages, costs (including attorneys fees) or expenses for any nuisance, inconvenience, disturbance or property damage or personal injury arising from errant skiers, snowboarders, mountain bikers or other users of the Mountain Creek Resort or any actions or omissions incidental to the operation of the Mountain Creek Resort.

(b) By accepting a deed to a Unit (whether or not it is expressly stated in the deed), each Owner agrees to indemnify and hold harmless Declarant, Mountain Creek Association, Resort Owner, any owner, operator or concessionaire of all or any part of the Mountain Creek Resort, and their respective shareholders, members, partners, agents, officers, Trustees, employees, contractors, successors and assigns of, from and against any and all losses, damages, costs, expenses or liabilities related to or arising in connection with, any claims, actions, causes of action, liability, suits or demands of or by the Owner or its family members or Guests for any disturbance, inconvenience, noise, nuisance, personal injury, sickness or death or property damage, resulting from, or associated with, the use, maintenance and operation of the Mountain Creek Resort, including without limitation, any of the activities, occurrences, conditions, state of facts, events or situations related thereto.

**THIS RELEASE IS INTENDED TO BE A COMPREHENSIVE RELEASE OF LIABILITY BUT IS NOT INTENDED TO ASSERT DEFENSES WHICH ARE PROHIBITED BY LAW. THIS SECTION SHALL NOT, HOWEVER, BE CONSTRUED TO LIMIT THE LIABILITY OF INDIVIDUAL SKIERS, SNOWBOARDERS, OR OTHERS USING THE MOUNTAIN CREEK RESORT PROPERTY.**

ARTICLE XX  
MISCELLANEOUS

20.01 Interpretation of the Master Deed.

Except for judicial construction, the Association, by its Board of Trustees, shall have the exclusive right to construe and interpret the provisions of this Master Deed. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by the covenants and the provisions hereof.

20.02 Severability.

Any determination by any court of competent jurisdiction that any provision of this Master Deed is invalid or unenforceable shall not affect the validity and Units enforceability of any other provision hereof.

20.03 Reference to Master Deed and Deeds.

Deeds to and instruments affecting any Unit or any other part of the Condominium may contain the provisions set forth herein by reference to this Master Deed, but regardless of whether any such reference is made in any deed or instrument, each and all of the covenants, conditions, restrictions, reservations, easements, assessments, charges and liens set forth herein shall be binding upon the grantee-owner or other person claiming through any deed or other instrument and his or her heirs, executors, administrators, successors and assigns.

20.04 Successors and Assigns of Declarant.

Any reference in this Master Deed to Declarant shall include any successors or assignees of Declarant's rights and powers hereunder on the condition that Declarant's rights and powers may only be assigned by a written recorded instrument expressly assigning such rights and powers.

20.05 Captions and Titles.

All captions and titles of headings of Articles and Sections in this Master Deed are for the purpose of reference and convenience and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

20.06 Exhibits.

All exhibits attached to this Master Deed are a part of, and are incorporated into, this Master Deed.

20.07 Governing Law.

This Master Deed shall be governed by and construed in accordance with New Jersey law.

20.08 Notices.

All Owners of each Unit shall have one and the same registered mailing address to be used by the Association or other Owners for notices, demands, and all other communications regarding Association matters. The Owner or the representative of the Owners of a Unit shall furnish such registered address to the secretary of the Association within ten days after transfer of title to the Unit to such Owner or Owners. Such registration shall be in written form and signed by all of the Owners of the Unit or by such persons as are authorized to represent the interests of all Owners of the Unit. If no address is registered or if all of the Owners cannot agree, then the address of the Unit shall be deemed their registered address of the Owner(s), and any notice shall be deemed duly given if delivered to the Unit. All notices and demands intended to be served upon the Association shall be sent to the following address or such other address as the Association may designate from time to time by notice to the Owner(s):

Black Creek Sanctuary Condominium Association, Inc.  
c/o Mountain Creek Resort Property Management  
200 Route 94  
Vernon, New Jersey 07462  
Attention: Secretary

20.09 Waivers.

No waivers by the Association of any right of the Association shall constitute a waiver by Mountain Creek Association of any right of Mountain Creek Association.

**20.10 Priority of Mountain Creek Association Documents.**

This Master Deed and the other Association Documents shall be subject and subordinate to the Mountain Creek Association Documents. If there is any conflict or inconsistency between the terms and conditions of this Master Deed or any of the other Association Documents and the terms and conditions of the Mountain Creek Association Documents, the terms and conditions of the Mountain Creek Association Documents shall control. The terms and conditions of this Section 20.10 may not be amended or deleted without the prior written consent of the Mountain Creek Association.

IN WITNESS WHEREOF, Declarant has caused its name to be signed by the signature of its duly authorized official as of the day and year first written above.

ATTEST:

MOUNTAIN CREEK RESORT, INC.,  
a New Jersey corporation

\_\_\_\_\_  
Charles Blier, Vice President

By: \_\_\_\_\_  
Donald M. Ross, Vice President

STATE OF NEW JERSEY:

SS:

COUNTY OF SUSSEX :

I CERTIFY that on \_\_\_\_\_, 2000,  
personally came before me and this person acknowledged under oath, to my satisfaction that:

(a) this person is a vice president of MOUNTAIN CREEK RESORT, INC., the  
corporation named in the attached document;

(b) this person is the attesting witness to the signing of this document by the proper  
corporate officer who is Donald M. Ross, a vice president of the corporation;

(c) this document was signed and delivered by the corporation as its voluntary act duly  
authorized by a resolution of its Board of Directors; and

(d) this person signed this proof to attest to the truth of these facts.

\_\_\_\_\_  
Charles Blier

Signed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_

**EXHIBIT A**

**METES AND BOUNDS DESCRIPTION OF THE PROPERTY**

All that certain tract, lot and parcel of land situate in the Township of Vernon, County of Sussex and State of New Jersey, being more particularly described as follows:

**SEE ATTACHED METES AND BOUNDS DESCRIPTION**

**BEING further known and designated as a portion of Lots 12, 13 and 14 in Block 184 on the Tax Map of the Township of Vernon.**



June 2, 2000  
Revised June 8, 2000

Project No. B99087D

**LEGAL DESCRIPTION  
OF BLACK CREEK SANCTUARY CONDOMINIUM  
TOWNSHIP OF VERNON  
SUSSEX COUNTY, NEW JERSEY**

Beginning at a point in the easterly sideline of Sand Hill Road (33 foot wide right-of-way) distant 952.31 feet the various courses along said easterly sideline from the northerly sideline of New Jersey State Highway Route 94 as shown on a map entitled "Boundary Survey for Mountain Creek Resorts, Inc., Block 183 Lots 12 and 13, Block 184, Lots 10, 12, 13, 14, 15, 16, 18, 25 and 25.01, Vernon Township, Sussex County, New Jersey" prepared by Schoor DePalma, dated March 1, 2000, and running; thence,

1. Along said easterly sideline, north 32 degrees 12 minutes 18 seconds west, 100.07 feet; thence,
2. Leaving said easterly sideline, north 59 degrees 59 minutes 05 seconds east, 109.46 feet; thence,
3. Along a non-tangent curve to the left having a radius of 33.21 feet, a central angle of 104 degrees 16 minutes 13 seconds, an arc length of 60.44 feet and a chord bearing north 60 degrees 53 minutes 00 seconds east, a chord distance of 52.44 feet; thence,
4. North 24 degrees 45 minutes 23 seconds east, 52.51 feet; thence,
5. North 88 degrees 43 minutes 57 seconds east, 130.72 feet; thence,
6. North 17 degrees 21 minutes 43 seconds west, 63.29 feet; thence,
7. North 74 degrees 40 minutes 18 seconds east, 35.15 feet; thence,
8. South 21 degrees 17 minutes 31 seconds east, 72.01 feet; thence,
9. South 86 degrees 14 minutes 33 seconds east, 104.13 feet; thence,
10. South 75 degrees 40 minutes 12 seconds east, 61.98 feet; thence,
11. North 57 degrees 28 minutes 02 seconds east, 53.41 feet; thence,





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12. North 05 degrees 08 minutes 33 seconds east, 22.32 feet; thence,
13. North 25 degrees 03 minutes 37 seconds west, 41.48 feet; thence,
14. North 85 degrees 28 minutes 20 seconds east, 81.65 feet; thence,
15. North 68 degrees 49 minutes 57 seconds east, 204.14 feet; thence,
16. North 87 degrees 21 minutes 59 seconds east, 128.45 feet; thence,
17. North 85 degrees 16 minutes 17 seconds east, 138.15 feet; thence,
18. South 76 degrees 55 minutes 35 seconds east, 204.85 feet; thence,
19. South 80 degrees 55 minutes 10 seconds east, 146.23 feet; thence,
20. South 84 degrees 27 minutes 58 seconds east, 78.00 feet; thence,
21. North 88 degrees 11 minutes 18 seconds east, 171.67 feet; thence,
22. South 07 degrees 31 minutes 14 seconds west, 56.42 feet; thence,
23. South 32 degrees 04 minutes 16 seconds west, 280.48 feet; thence,
24. South 44 degrees 32 minutes 06 seconds west, 303.03 feet; thence,
25. South 65 degrees 45 minutes 00 seconds west, 129.77 feet; thence,
26. South 84 degrees 47 minutes 15 seconds west, 206.07 feet; thence,
27. North 74 degrees 25 minutes 24 seconds west, 117.17 feet; thence,
28. North 66 degrees 10 minutes 45 seconds west, 142.67 feet; thence,
29. South 83 degrees 01 minutes 24 seconds west, 64.82 feet; thence,
30. North 85 degrees 20 minutes 26 seconds west, 115.70 feet; thence,
31. North 11 degrees 48 minutes 50 seconds east, 147.03 feet; thence,



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June 2, 2000  
Revised June 8, 2000  
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32. North 77 degrees 16 minutes 54 seconds west, 176.44 feet; thence,
33. South 87 degrees 17 minutes 28 seconds west, 34.40 feet; thence,
34. North 19 degrees 23 minutes 34 seconds west, 144.65 feet; thence,
35. South 62 degrees 43 minutes 12 seconds west, 298.85 feet to the point and place of beginning.

Containing 624,097 square feet/14.33 acres of land as described herein.

Subject to all easements of record.

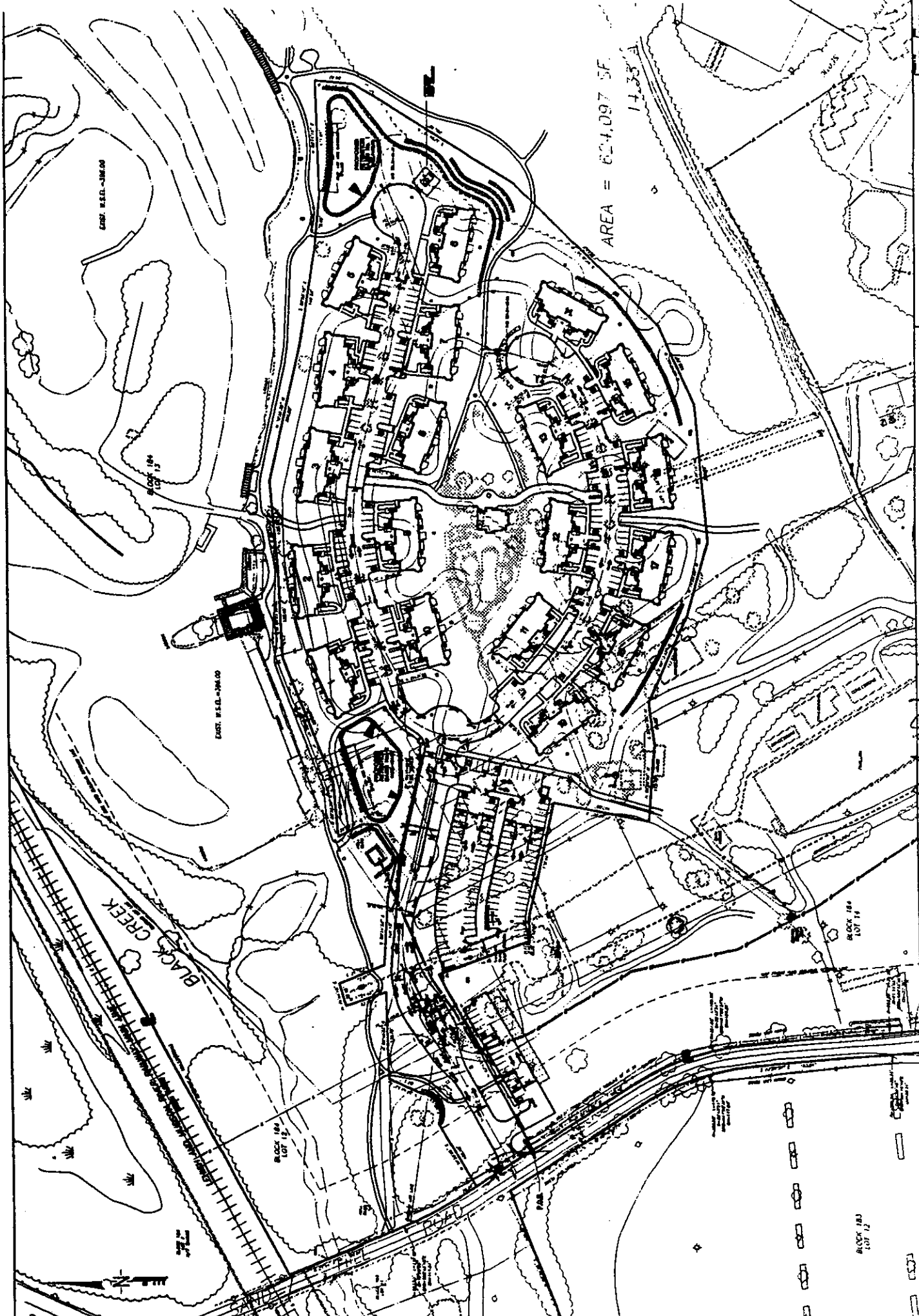
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Glen J. Lloyd, P.L.S.  
N.J. Professional Land Surveyor  
New Jersey License No. 37598

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**EXHIBIT B**

**BOUNDARY PLAN**



PROJECT: CLIP  
 PREPARED BY: [illegible]  
 DATE: [illegible]  
 SHEET NO.: [illegible]  
 TOTAL SHEETS: [illegible]

THE STATE OF  
 CALIFORNIA  
 COUNTY OF [illegible]

**SCHOR DEPALMA**  
 Engineers and Design Professionals

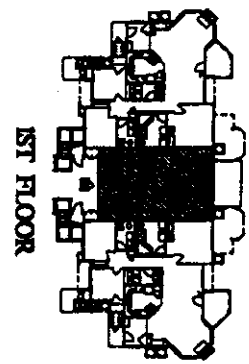
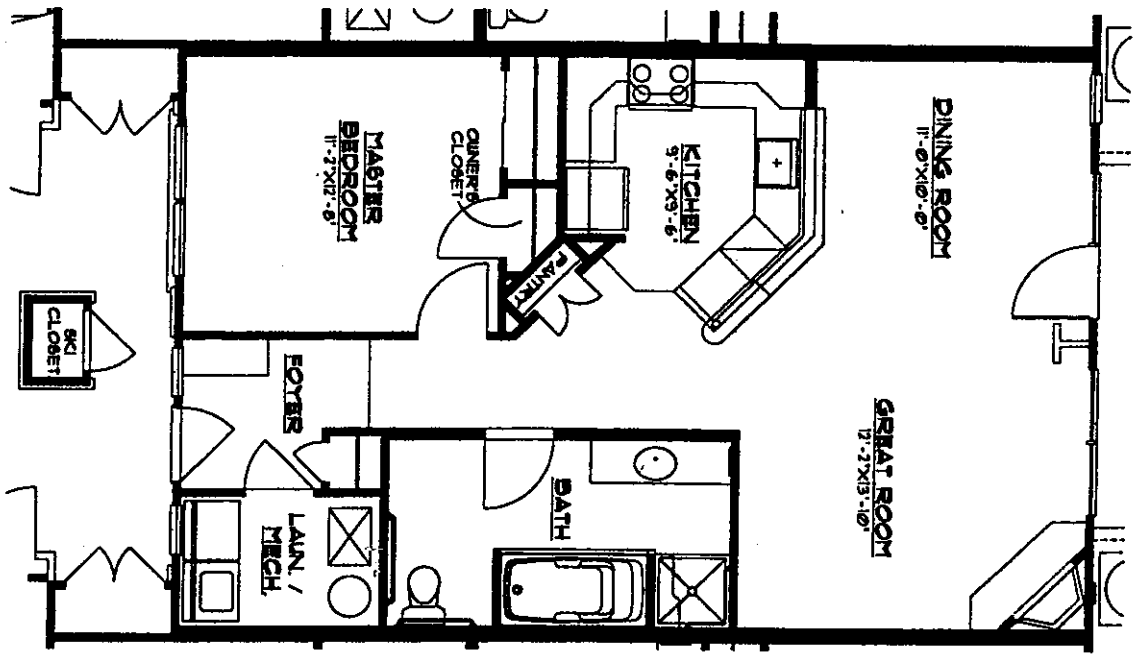


[Handwritten signature and initials]

NO.	DESCRIPTION	DATE
1	PRELIMINARY PLAN	11/15/11
2	REVISED PLAN	11/15/11
3	REVISED PLAN	11/15/11
4	REVISED PLAN	11/15/11
5	REVISED PLAN	11/15/11
6	REVISED PLAN	11/15/11
7	REVISED PLAN	11/15/11
8	REVISED PLAN	11/15/11
9	REVISED PLAN	11/15/11
10	REVISED PLAN	11/15/11
11	REVISED PLAN	11/15/11
12	REVISED PLAN	11/15/11
13	REVISED PLAN	11/15/11
14	REVISED PLAN	11/15/11
15	REVISED PLAN	11/15/11
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**EXHIBIT C**

**FLOOR PLANS**

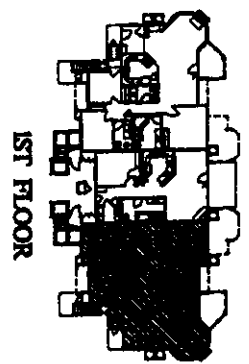
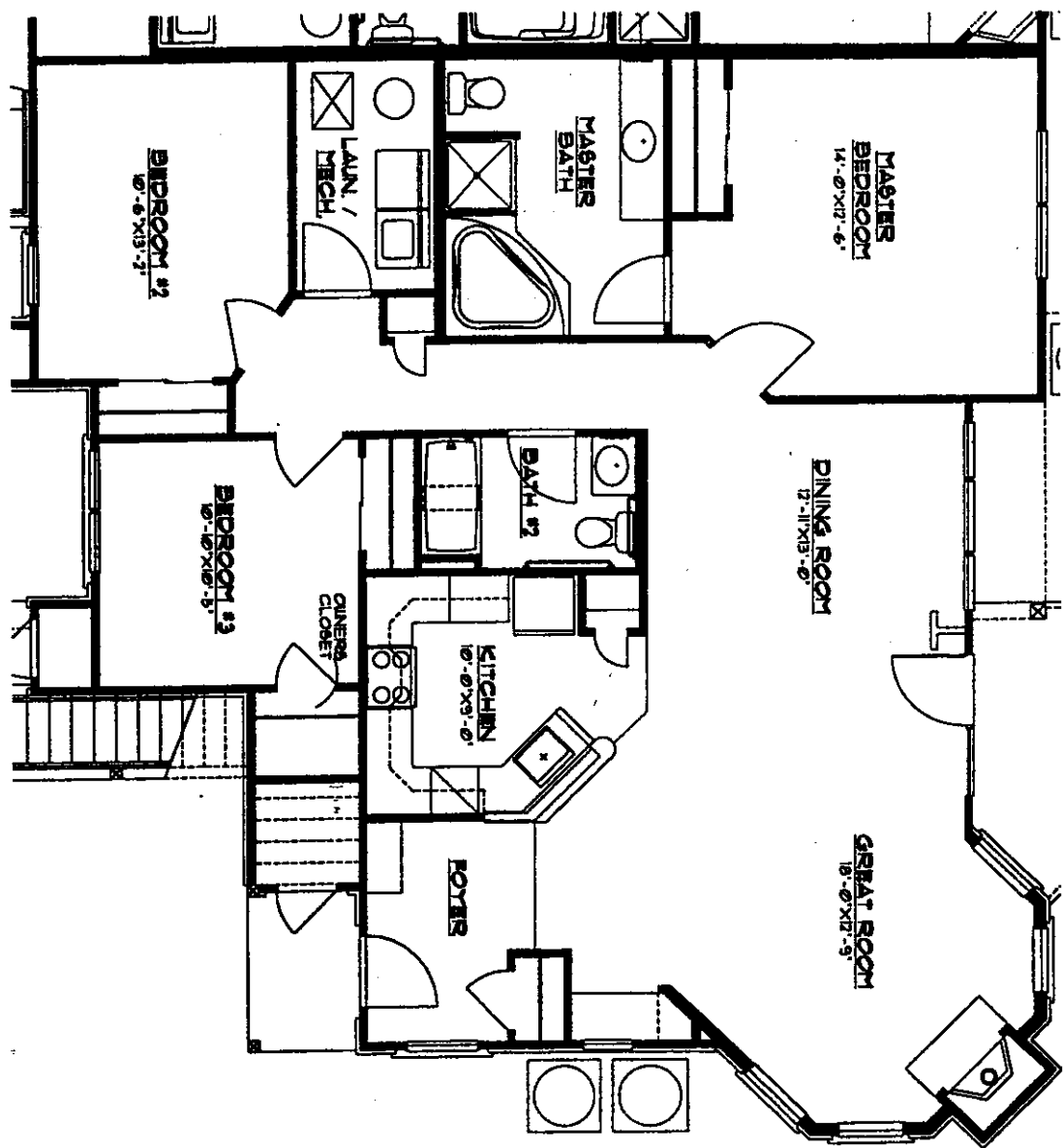


C-1



**UNIT A**  
 888 SQ. FT.  
 INTRAWEST  
 MOUNTAIN CREEK SANCTUARY  
 BLACK CREEK

06/02/00

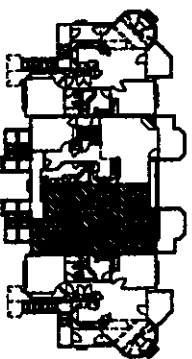
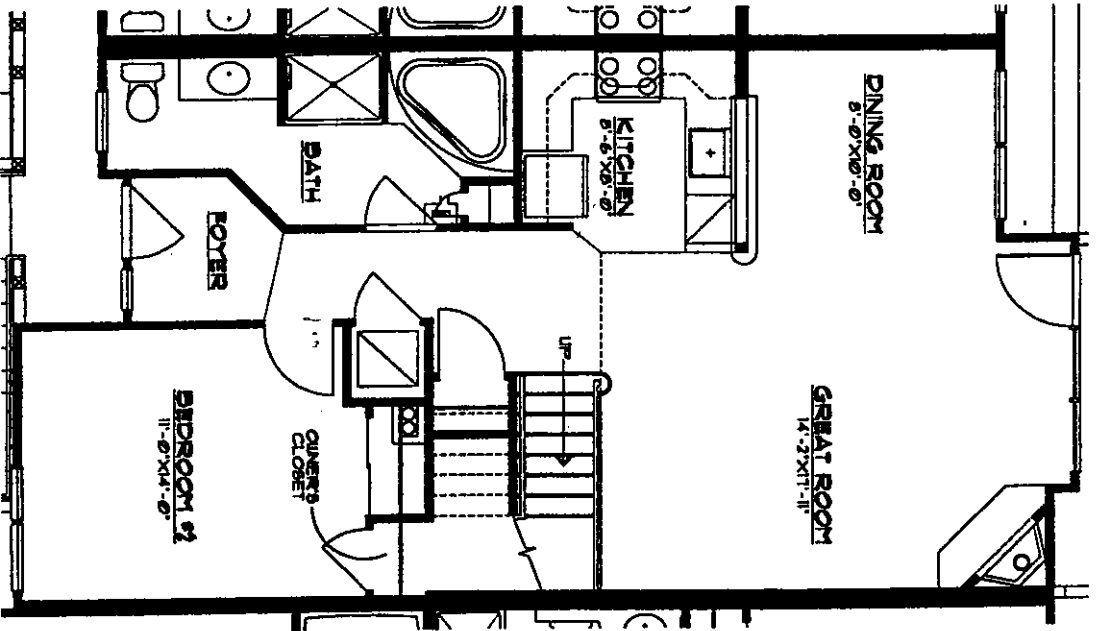
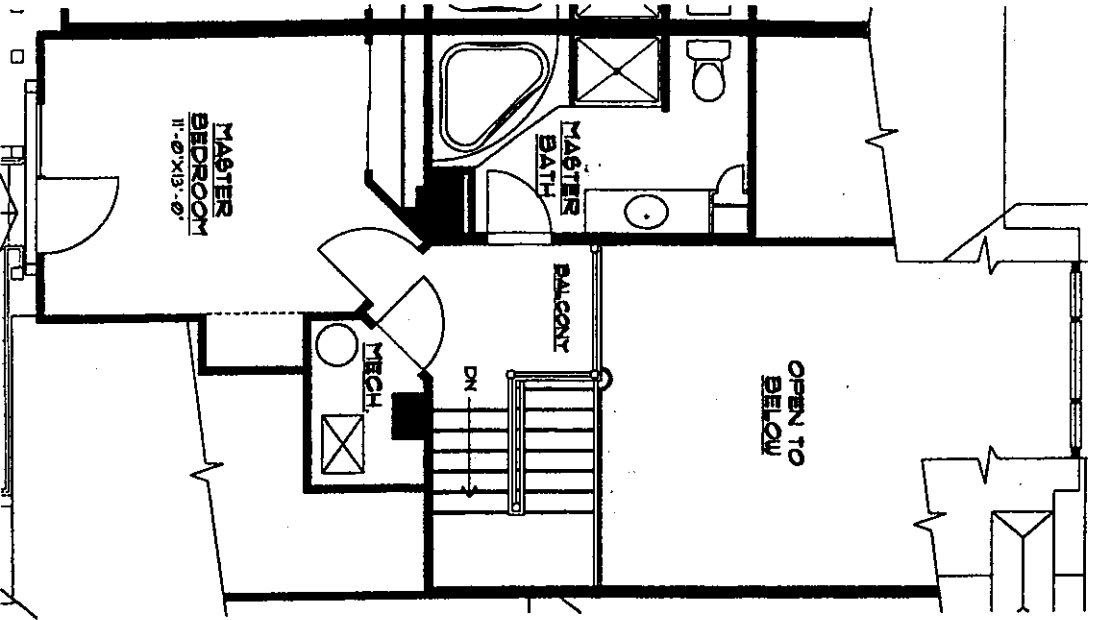


C-2

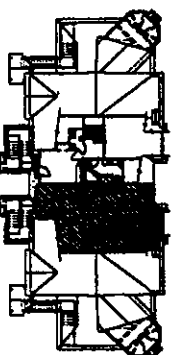
**UNIT B**  
 1,56 SQ. FT.

**BLACK CREEK**

INTRAVES!  
 MOUNTAIN CREEK SANCTUARY  
 BLACK CREEK



2ND FLOOR



3RD FLOOR

3

<b>UNIT C</b>	
1ST FLR.	95 SQ. FT.
2ND FLR.	352 SQ. FT.
<b>TOTAL</b>	<b>1267 SQ. FT.</b>

04/01/78

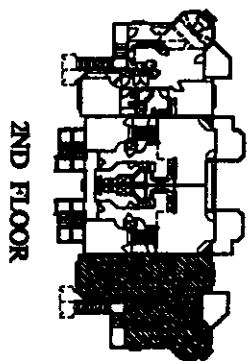
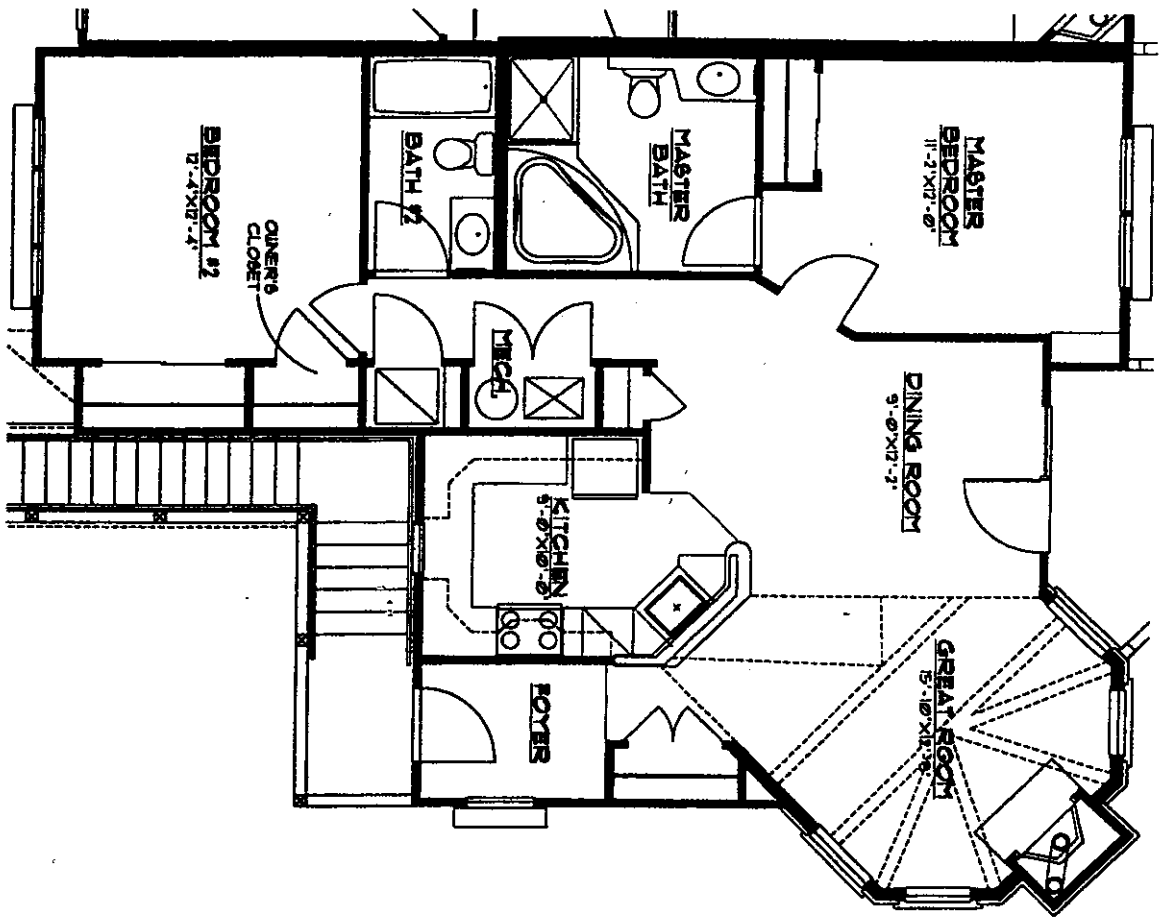


**MINNO & WASKO**  
 ARCHITECTS AND PLANNERS  
 25 Lockwood Lane, Suite 200  
 Lakewood, New Jersey 07040  
 Telephone: 908-877-4400  
 Fax: 908-877-4401

**BLACK CREEK**

**INTRAWEST  
 MOUNTAIN CREEK SANCTUARY  
 BLACK CREEK**

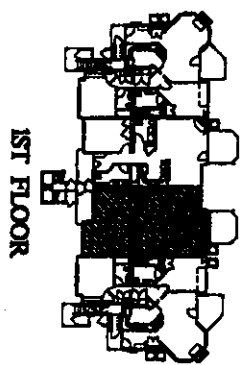
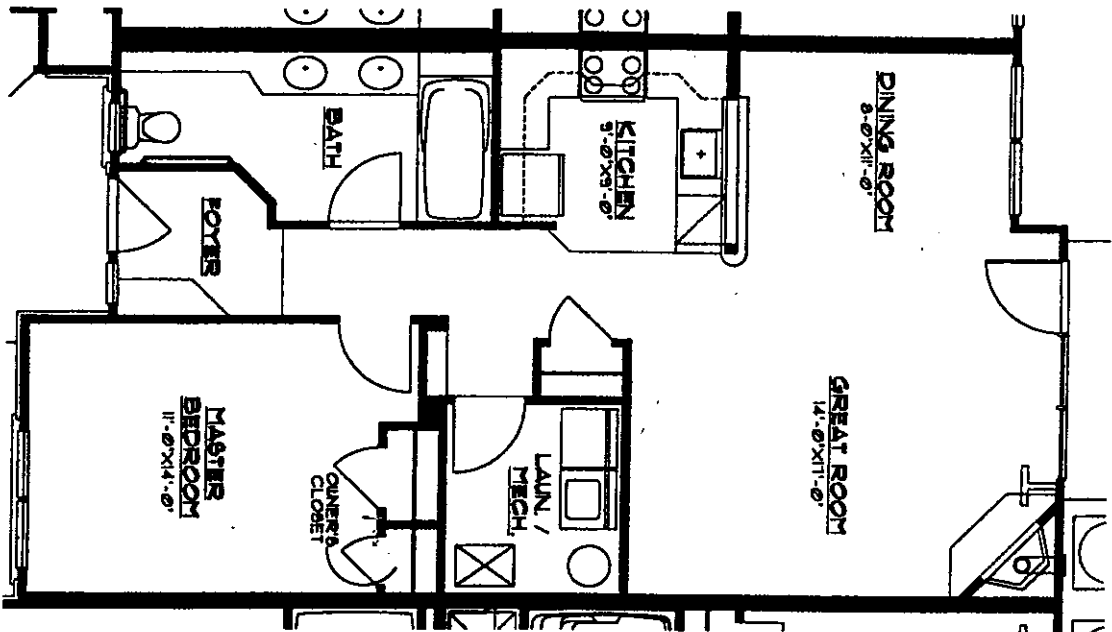




**UNIT D**  
 118 SQ. FT.

**INTRAVEST**  
 MOUNTAIN CREEK SANCTUARY  
 BLACK CREEK

**BLACK CREEK**  
 RESORT

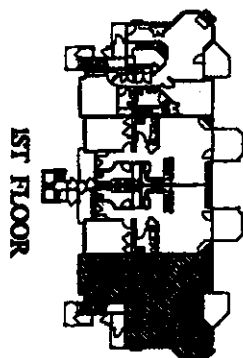
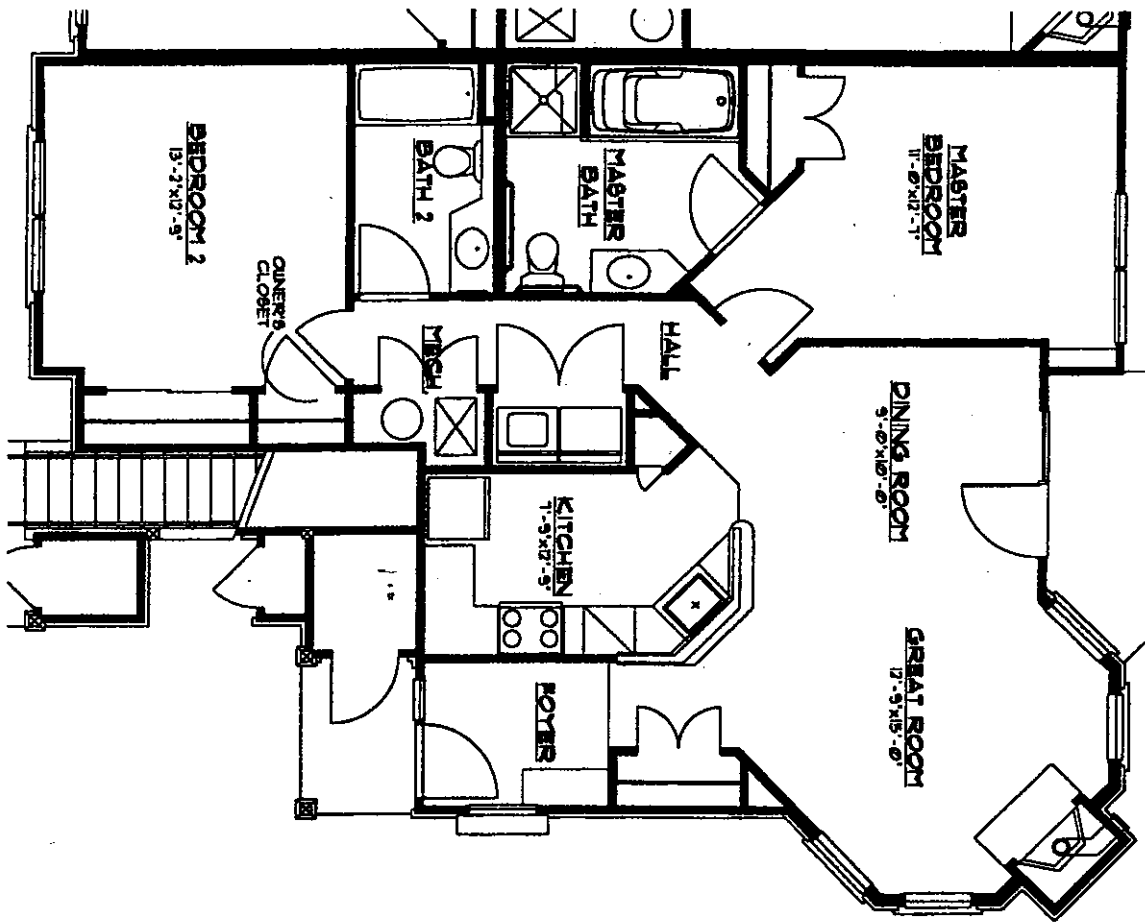


**BLACK CREEK**  
 13388111

**INTRAVEST**  
**MOUNTAIN CREEK SANCTUARY**  
**BLACK CREEK**

**UNIT E**  
 912 SQ. FT.

04/27/05

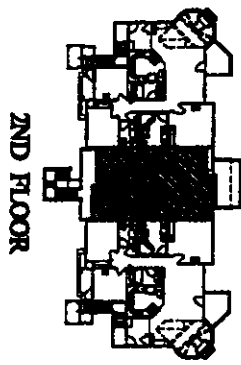
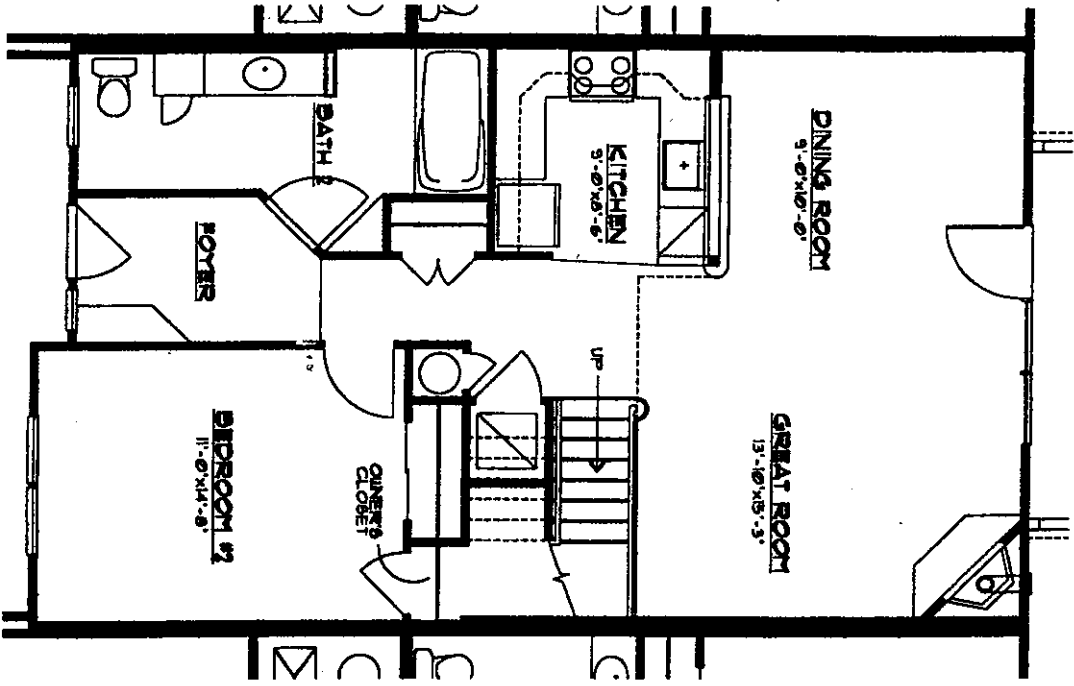
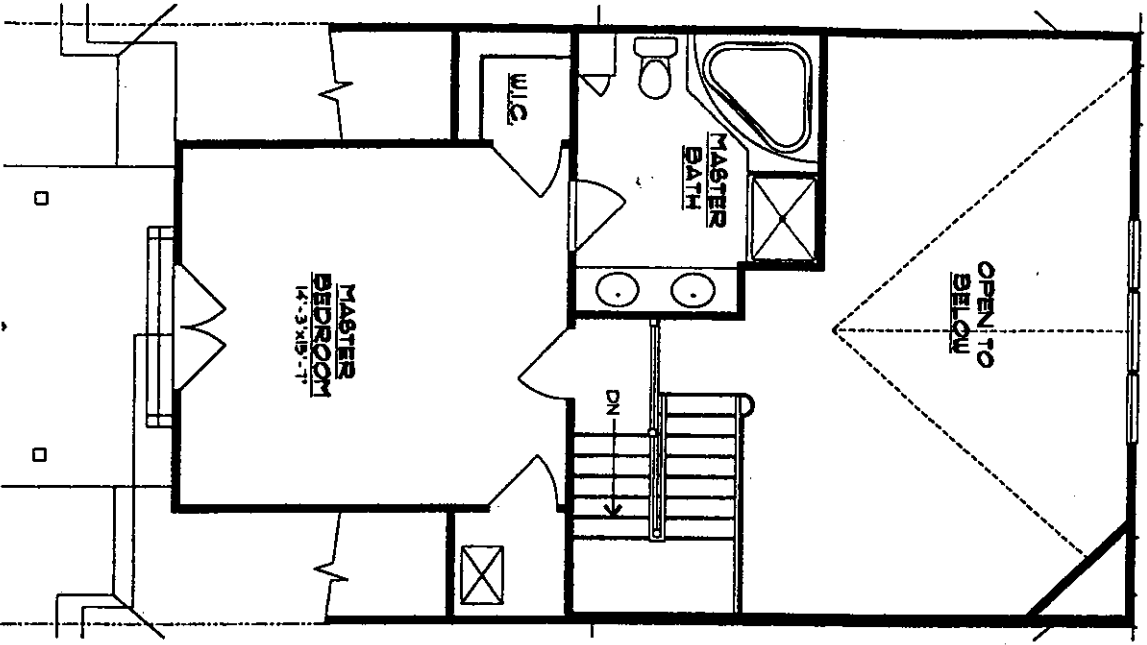


9-5

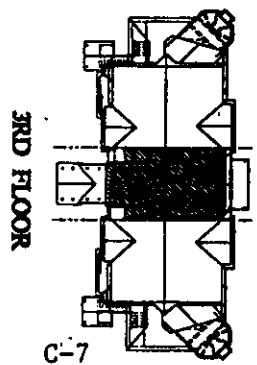
**UNIT F**  
 1,121 SQ. FT.

**INTRAVES**  
 MOUNTAIN CREEK SANCTUARY  
 BLACK CREEK

**BLACK CREEK**



2ND FLOOR



3RD FLOOR

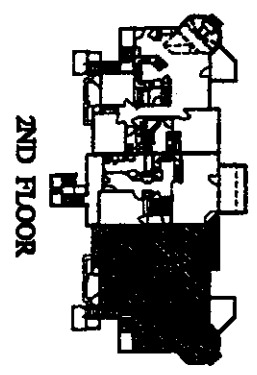
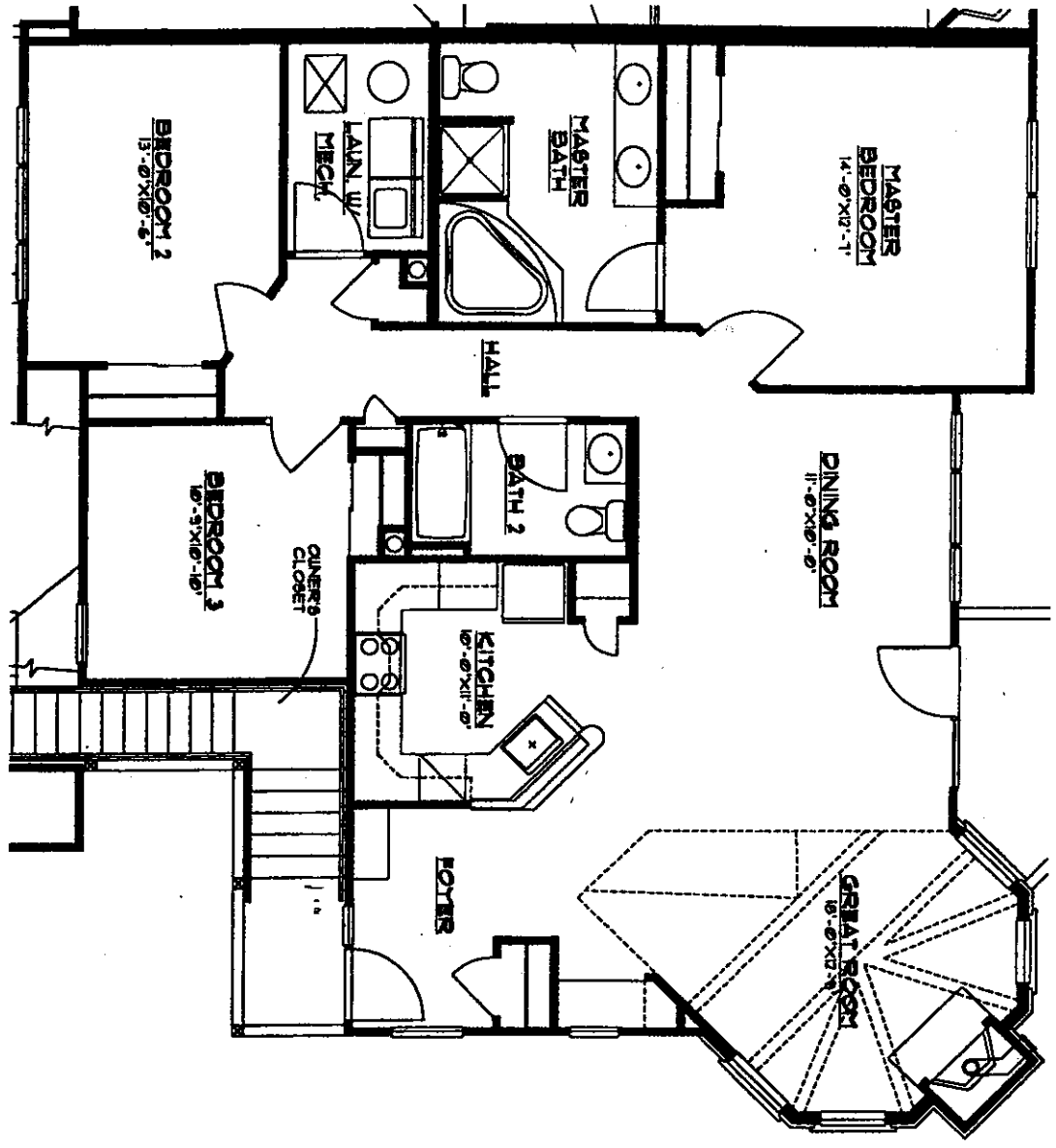
**UNIT G**  
 1ST FLR. 942 SQ. FT.  
 2ND FLR. 413 SQ. FT.  
 TOTAL 1355 SQ. FT.

04/20/09

INTRAVEST  
 MOUNTAIN CREEK SANCTUARY  
 BLACK CREEK

BLACK CREEK

**MINNO & VASKO**  
 ARCHITECTS AND PLANNERS  
 20 Lakeland Lane, Suite 200  
 Lakeland, FL 33709 Phone: 813.941.4400  
 Fax: 813.941.4400



2ND FLOOR

**UNIT H**  
 1501 SQ. FT.

INTRAWEST  
 MOUNTAIN CREEK SANCTUARY  
 BLACK CREEK

**ARTICLES OF INCORPORATION**

**OF**

**BLACK CREEK SANCTUARY CONDOMINIUM ASSOCIATION, INC.**

**DATED: , 2000**

The undersigned, who is of full age, in order to form a corporation pursuant to the provisions of the New Jersey Nonprofit Corporation Act, Title 15A, of the New Jersey Statutes Annotated, does hereby certify:

**ARTICLE I**

**Name**

The name of the corporation is BLACK CREEK SANCTUARY CONDOMINIUM ASSOCIATION, INC., a New Jersey nonprofit corporation, hereinafter called the "Association."

**ARTICLE II**

**Principal Office**

The principal office of the Association is located at 200 Route 94, Vernon, New Jersey 07462.

**ARTICLE III**

**Registered Agent**

Edward John Trawinski, whose address is P. O. Box 905, Morristown, New Jersey 07963-0905, and whose location is 10 Washington Street, Morristown, New Jersey, is hereby appointed the initial registered agent of this Association.

## ARTICLE IV

### Purpose and Powers of the Association

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the maintenance, preservation and control of the common elements within that certain tract or property subject to the condominium form of ownership by a certain Master Deed for Black Creek Sanctuary Condominium, and any supplements or amendments thereto, recorded in the Office of the Clerk of Sussex County, and to promote the health, safety and welfare of the residents within the above described property and for these additional purposes:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the aforesaid Master Deed and in the By-Laws for said Association annexed as an Exhibit to the Master Deed, as they both may be amended from time to time as therein provided, said Master Deed and By-Laws being incorporated herein as if set forth at length;

(b) To fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of said Master Deed and By-Laws of the Association; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(d) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of New Jersey by law may now or

hereafter have or exercise.

## ARTICLE V

### Membership

Every person or entity who is a record owner of a fee interest in any Condominium Unit which is subject to the Master Deed aforesaid and qualifies in accordance with the By-Laws, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership of any such Unit shall be the sole qualification for membership. Upon termination of the interest of the Unit Owner, his membership shall automatically terminate and shall be transferred and shall inure to the new Unit Owner succeeding him in interest.

## ARTICLE VI

### Board of Trustees

The affairs of this Association shall be managed by a Board of Trustees. The initial Board of Trustees shall be composed of five (5) persons who need not be members of the Association. The number of Trustees and the method of their election shall be as set forth in the By-Laws. The names and addresses of the persons who are to act in the capacity of Trustees until the selection of their successors are:

Donald M. Ross  
1180 Lakeside Drive East  
Highland Lakes, New Jersey 07422

Jeffrey Patterson  
1096 Lakeside Drive East  
Highland Lakes, New Jersey 07422

Arnold Seitel  
125 Second Street  
Mahwah, New Jersey 07430

Mary Lou Cianci  
56 Panorama Drive  
Sussex, New Jersey 07461

Lucy Bohn  
P.O. Box 1046  
Vernon, New Jersey 07462



ARTICLE VII

Distribution of Assets

Upon dissolution, the assets of the Association shall be distributed on the same basis as the respective proportionate responsibility for Common Expenses of the members is determined.

ARTICLE VII

Duration

The corporation shall exist perpetually.

ARTICLE IX

Amendment

Amendment of this Certificate shall require the assent of seventy-five (75%) percent of the members of the Association.

IN WITNESS WHEREOF, for the purpose of forming this non-profit corporation under the laws of the State of New Jersey, the undersigned, the incorporator of this Association, has executed this Certificate of Incorporation this        day of        , 2000.

\_\_\_\_\_  
Edward John Trawinski

STATE OF NEW JERSEY :

COUNTY OF MORRIS :

BE IT REMEMBERED, that on this        day of        , 2000 before me the subscriber, an attorney at law of New Jersey, personally appeared Edward John Trawinski, who I am satisfied is the person named in and who executed the within Instrument, and thereupon acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

---

Document #: 401072/AEA

D+1

Prepared by:

012603

A  
Anne E. Aronovitch, Esq.

FIRST AMENDMENT  
TO  
MASTER DEED  
FOR  
BLACK CREEK SANCTUARY,  
A CONDOMINIUM

Vernon Township, New Jersey

REC'D & RECORDED  
02 APR 15 AM 8:06  
ERMA GORHLEY  
SUSSEX COUNTY CLERK  
NEWTON, N.J.

THIS FIRST AMENDMENT TO MASTER DEED (this "Amendment") is made as of March 28, 2002 by Mountain Creek Resort, Inc., a New Jersey corporation ("Declarant").

RECITALS

A. Mountain Creek Resort, Inc., a New Jersey corporation, is the owner of lands and premises known and designated as a portion of Lots 12, 13 and 14 in Block 184 on the Tax Map of the Township of Vernon, Sussex County, New Jersey.

B. Declarant has previously submitted said lands and premises to the condominium form of ownership by virtue of a Master Deed ("Master Deed") dated January 23, 2002 and recorded in the Sussex County Clerk's Office on February 14, 2002 in Deed Book 2607 at page 1.

C. Declarant has reserved in Article 18.03(b)(i) the right to amend the Master Deed prior to the transfer of any unit to a Purchaser.

D. Declarant now wishes to amend said Master Deed in order to correct the designation of the units in the condominium as set forth on Schedule F.

NOW, THEREFORE, Declarant hereby declares that as of the date first above written the Master Deed shall be and is hereby amended as follows:

1. Exhibit F (Percentage of Interest Schedule) is amended and replaced in its entirety by the annexed Exhibit F.

All terms and provisions of the Master Deed except those expressly amended herein shall remain in full force and effect as set forth in said Master Deed.

2625-129

Rec 4-15-02

Prepared by:

\_\_\_\_\_  
Anne E. Aronovitch, Esq.

FIRST AMENDMENT  
TO  
MASTER DEED  
FOR  
BLACK CREEK SANCTUARY,  
A CONDOMINIUM

Vernon Township, New Jersey

THIS FIRST AMENDMENT TO MASTER DEED (this "Amendment") is made as of  
, 2002 by Mountain Creek Resort, Inc., a New Jersey corporation  
("Declarant").

RECITALS

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NOW, THEREFORE, Declarant hereby declares that as of the date first above written the Master Deed shall be and is hereby amended as follows:

1. Exhibit F (Percentage of Interest Schedule) is amended and replaced in its entirety by the annexed Exhibit F.

All terms and provisions of the Master Deed except those expressly amended herein shall remain in full force and effect as set forth in said Master Deed.

IN WITNESS WHEREOF, Declarant has caused this First Amendment to the Master Deed to be executed by its duly authorized officers on the date first above written.

ATTEST:

  
\_\_\_\_\_  
Charles Blier, Vice President

MOUNTAIN CREEK RESORT, INC.

By:   
\_\_\_\_\_  
Donald M. Ross, Vice President

STATE OF NEW JERSEY :  
                                  : SS:  
COUNTY OF SUSSEX   :

I certify that on \_\_\_\_\_, 2002, Charles Blier personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) He is a Vice President of Mountain Creek Resort, Inc., the corporation named in this document;
- (b) He is the attesting witness to the signing of this document by the proper corporate officer who is Donald M. Ross, a vice president of the corporation;
- (c) This document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) This person knows the proper seal of the corporation which was affixed to this document; and
- (e) This person signed this proof to attest to the truth of these facts.

\_\_\_\_\_  
Charles Blier, Vice President

Sworn and Subscribed to  
before me this     day  
of                   , 2002.

\_\_\_\_\_

**Record and Return to:**  
Anne E. Aronovitch, Esq.  
Schenck, Price, Smith & King, LLP  
10 Washington Street  
PO Box 905  
Morristown, NJ 07963-0905

Document #: 521663/AEA

EXHIBIT F

PERCENTAGE OF INTEREST SCHEDULE

<u>Building No.</u>	<u>Unit</u>	<u>Tax Block</u>	<u>Tax Lot</u>	<u>Tax Qualification Number</u>	<u>Interest in Common Elements</u>
1	101B	184	13	1.01	.7519%
1	102A	184	13	1.03	.7519%
1	103B	184	13	1.05	.7519%
1	104D	184	13	1.02	.7519%
1	105C	184	13	1.04	.7519%
1	106C	184	13	1.06	.7519%
1	107D	184	13	1.08	.7519%
3	201F	184	13	2.01	.7519%
3	202E	184	13	2.03	.7519%
3	203E	184	13	2.05	.7519%
3	204F	184	13	2.07	.7519%
3	205H	184	13	2.02	.7519%
3	206G	184	13	2.04	.7519%
3	207H	184	13	2.06	.7519%
5	301F	184	13	3.01	.7519%
5	302E	184	13	3.03	.7519%
5	303E	184	13	3.05	.7519%
5	304F	184	13	3.07	.7519%
5	305H	184	13	3.02	.7519%
5	306G	184	13	3.04	.7519%
5	307H	184	13	3.06	.7519%
7	401B	184	13	4.01	.7519%
7	402A	184	13	4.03	.7519%
7	403B	184	13	4.05	.7519%
7	404D	184	13	4.02	.7519%
7	405C	184	13	4.04	.7519%
7	406C	184	13	4.06	.7519%
7	407D	184	13	4.08	.7519%
9	501B	184	13	5.01	.7519%
9	502A	184	13	5.03	.7519%
9	503B	184	13	5.05	.7519%
9	504D	184	13	5.02	.7519%
9	505C	184	13	5.04	.7519%
9	506C	184	13	5.06	.7519%
9	507D	184	13	5.08	.7519%
10	601F	184	13	6.01	.7519%
10	602E	184	13	6.03	.7519%
10	603E	184	13	6.05	.7519%

<u>Building No.</u>	<u>Unit</u>	<u>Tax Block</u>	<u>Tax Lot</u>	<u>Tax Qualification Number</u>	<u>Interest in Common Elements</u>
10	604F	184	13	6.07	.7519%
10	605H	184	13	6.02	.7519%
10	606G	184	13	6.04	.7519%
10	607H	184	13	6.06	.7519%
8	701B	184	13	7.01	.7519%
8	702A	184	13	7.03	.7519%
8	703B	184	13	7.05	.7519%
8	704D	184	13	7.02	.7519%
8	705C	184	13	7.04	.7519%
8	706C	184	13	7.06	.7519%
8	707D	184	13	7.08	.7519%
6	801F	184	13	8.01	.7519%
6	802E	184	13	8.03	.7519%
6	803E	184	13	8.05	.7519%
6	804F	184	13	8.07	.7519%
6	805H	184	13	8.02	.7519%
6	806G	184	13	8.04	.7519%
6	807H	184	13	8.06	.7519%
4	901B	184	13	9.01	.7519%
4	902A	184	13	9.03	.7519%
4	903B	184	13	9.05	.7519%
4	904D	184	13	9.02	.7519%
4	905C	184	13	9.04	.7519%
4	906C	184	13	9.06	.7519%
4	907D	184	13	9.08	.7519%
2	1001F	184	13	10.01	.7519%
2	1002E	184	13	10.03	.7519%
2	1003E	184	13	10.05	.7519%
2	1004F	184	13	10.07	.7519%
2	1005H	184	13	10.02	.7519%
2	1006G	184	13	10.04	.7519%
2	1007H	184	13	10.06	.7519%
1	1-11B	184	13	11.01	.7519%
1	1-12A	184	13	11.03	.7519%
1	1-13B	184	13	11.05	.7519%
1	1-21D	184	13	11.02	.7519%
1	1-22C	184	13	11.04	.7519%
1	1-23C	184	13	11.06	.7519%
1	1-24D	184	13	11.08	.7519%
2	2-11F	184	13	19.01	.7519%
2	2-12E	184	13	19.03	.7519%
2	2-13E	184	13	19.05	.7519%
2	2-14F	184	13	19.07	.7519%



<u>Building No.</u>	<u>Unit</u>	<u>Tax Block</u>	<u>Tax Lot</u>	<u>Tax Qualification Number</u>	<u>Interest in Common Elements</u>
2	2-21H	184	13	19.02	.7519%
2	2-22G	184	13	19.04	.7519%
2	2-23H	184	13	19.06	.7519%
3	3-11H	184	13	12.01	.7519%
3	3-12E	184	13	12.03	.7519%
3	3-13E	184	13	12.05	.7519%
3	3-14F	184	13	12.07	.7519%
3	3-21H	184	13	12.02	.7519%
3	3-22G	184	13	12.04	.7519%
3	3-23H	184	13	12.06	.7519%
4	4-11B	184	13	18.01	.7519%
4	4-12A	184	13	18.03	.7519%
4	4-13B	184	13	18.05	.7519%
4	4-21D	184	13	18.02	.7519%
4	4-22C	184	13	18.04	.7519%
4	4-23C	184	13	18.06	.7519%
4	4-24D	184	13	18.08	.7519%
5	5-11B	184	13	13.01	.7519%
5	5-12A	184	13	13.03	.7519%
5	5-13B	184	13	13.05	.7519%
5	5-21D	184	13	13.02	.7519%
5	5-22C	184	13	13.04	.7519%
5	5-23C	184	13	13.06	.7519%
5	5-24D	184	13	13.08	.7519%
6	6-11F	184	13	17.01	.7519%
6	6-12E	184	13	17.03	.7519%
6	6-13E	184	13	17.05	.7519%
6	6-14F	184	13	17.07	.7519%
6	6-21H	184	13	17.02	.7519%
6	6-22G	184	13	17.04	.7519%
6	6-23H	184	13	17.06	.7519%
8	8-11B	184	13	16.01	.7519%
8	8-12A	184	13	16.03	.7519%
8	8-13B	184	13	16.05	.7519%
8	8-21D	184	13	16.02	.7519%
8	8-22C	184	13	16.04	.7519%
8	8-23C	184	13	16.06	.7519%
8	8-24D	184	13	16.08	.7519%
10	10-11F	184	13	15.01	.7519%
10	10-12E	184	13	15.03	.7519%
10	10-13E	184	13	15.05	.7519%
10	10-14F	184	13	15.07	.7519%
10	10-21H	184	13	15.02	.7519%

<u>Building No.</u>	<u>Unit</u>	<u>Tax Block</u>	<u>Tax Lot</u>	<u>Tax Qualification Number</u>	<u>Interest in Common Elements</u>
10	10-22G	184	13	15.04	.7519%
10	10-23H	184	13	15.06	.7519%
12	12-11B	184	13	14.01	.7519%
12	12-12A	184	13	14.03	.7519%
12	12-13B	184	13	14.05	.7519%
12	12-21D	184	13	14.02	.7519%
12	12-22C	184	13	14.04	.7519%
12	12-23C	184	13	14.06	.7519%
12	12-24D	184	13	14.08	.7519%