

R&R

Michael J. Ferrara, Esq.
E. 36 Midland Avenue
Paramus, NJ 07652

EXHIBIT A-1

SPRING MEADOW CONDOMINIUM

MASTER DEED

1980 – SPRING MEADOW, INC.

A-B SPRING MEADOW, INC., a corporation of the State of New Jersey, having its principal office at 210 Summit Avenue, Borough of Montvale, County of Bergen, and State of New Jersey, hereinafter referred to as the DEVELOPER, does hereby make, declare, and publish its intention and desire to submit, and does hereby submit, the lands and premises owned by it in the Township of Wyckoff, County of Bergen, and State of New Jersey, hereinafter more particularly described, to the form of ownership known and designated as a Condominium as provided by the Condominium Act of New Jersey (P.L. 1969, c.257, approved January 7, 1970) for the specific purpose of creating and establishing SPRING MEADOW CONDOMINIUM (hereinafter referred to as the “Condominium”) and for the further purpose of defining the plan of unit ownership and imposing thereon certain restrictive and protective covenants for the benefit of said Condominium.

C. The lands and premises owned by the DEVELOPER (the “Condominium”) which are hereby made expressly subject to the provisions of this instrument are described as follows:

DESCRIPTION OF A 25 ACRE TRACT AS SHOWN ON A SURVEY ENTITLED "BOUNDARY SURVEY, PROPERTY OF CHARLES S. PULIS AND SPRING LAKE POULTRY FARM, INC., WYCKOFF, BERGEN COUNTY, NEW JERSEY PREPARED BY ANDREW MARSHALL, JR., DATED 11/22/1978, PROJECT NO. 78-362."

BEGINNING at a point in the westerly line of Wyckoff Avenue where the same is intersected by the northerly line of lands now or formerly Dorothy G. Epple as shown on the Township of Wyckoff Assessment Map as Lot 74, in Block 202, and running thence;

1. N 71° 00' 08" W along the northerly line of Lot 74 Block 202 Tax Assessment Map, 420.00 feet to a point, thence;
2. North 11° 12' 44" E, 181.73 feet to the centerline of Spring Meadow Drive, thence;
3. Along the centerline of Spring Meadow Drive in a westerly direction with a radius of 1000 feet, and arc distance of 242.97 feet to a point, thence;
4. Continuing along the centerline of Spring Meadow Drive in a westerly direction on a course of N 64° 52' 00" W, 752.10 feet to a point, thence;
5. North 25° 08' 00" E, 609.51 feet to a point, thence;
6. S 77° 27' 58" E, 355.62 feet to a point, thence;
7. S 71° 52' 31" E, 1023.70 feet to a point, thence;
8. S 16° 30' 56" W, 545.07 feet to a point, thence;
9. S 73° 08' 04" E, 20.00 feet to a point, thence;
10. S 88° 40' 04" E, 90.28 feet to a point in the westerly line of Wyckoff Avenue, thence;
11. Along the westerly line of Wyckoff Avenue on a curve to the left with a radius of 388.42', an arc distance of 314.41' to a point, thence;
12. S 21° 19' 52" W, 126.24 feet to the point or place of BEGINNING

Known as Lot 73-1 in Block 202 of the Tax Assessment Map of the Township of Wyckoff.

D. Attached hereto are the following Exhibits:

EXHIBIT A-1a – Site Plan Map

A-1b – Map of Easements and R.O.W.s

A-1c – Architect’s Sketch of Site Plan

A-1d – Floor Plan of Stratton – first and second floor

A-1e – Floor Plan of Hunter – first and second floor

A-1f – Floor Plan of Belair

A-1g – Floor Plan of Vail

SPRING MEADOW

(no E.)

F. The DEVELOPER, in order to implement the Condominium Plan of ownership for the above described property, improvements and prospective improvements, covenants and agrees that it hereby divides the above described realty and all of the improvements erected into the following Freehold Estates:

1. 112 units consisting of (A) the volumes or cubicles of space enclosed by the unfinished inner surfaces of perimeter and exterior walls, roofs, and the undersurface of the floors thereof, including bents, doors, windows, and such other structural elements that ordinarily are regarded as enclosures of space and (B) all interior dividing walls and partitions (including the space occupied by such wall or partitions) and (C) all paneling, structures, and decorated inner surfaces of perimeter, and exterior walls, floors, and roofs, consisting of ceilings, wallpaper, paint, plaster, carpeting, tiles, and other finishing materials affixed or installed as a part of the physical structure of the unit, and all immediately visible fixtures, mechanical systems, and equipment installed and for the sole and exclusive use of the unit, commencing at the point of disconnection from the structural body of the building and from the utility lines, pipes, or systems serving the unit. No pipes, wires, conduits, or other public utility lines or installations constituting a part of the overall systems designed for the service of any particular unit or multi-unit building, or any of the structural member or portions of any kind, which is not removable without jeopardizing the soundness, safety, or usefulness of the remainder of the building, shall be deemed to be a part of any unit. The word "unit," when used throughout this instrument shall be deemed to refer to each and any of the aforesaid 112 units as herein described.
2. A separate Freehold Estate in the remaining portions of the lands and premises hereinabove described with all improvements constructed thereon, including all appurtenances thereto, which said remaining portions shall be hereafter know and referred to as 'general common elements.' More specifically, the general common elements shall include, but not be limited to, the following:
 - a. The parcels of land described above.
 - b. The 31 multi-unit buildings described above, including the space within each of said buildings not otherwise herein defined as being embraced within the 112 units, and including the foundations, roofs, perimeter walls, and public utility lines, including the space actually occupied by the above.
 - c. All of the roads, parking spaces, walkways, paths, trees, shrubs, yards, gardens, etc., located or to be located on the aforesaid parcel of land.
 - d. All recreational facilities.

The general common elements shall not include any of the 112 units as hereinabove described notwithstanding that the multi-unit buildings in which said units shall be located may not have been constructed at the time of the recording of this instrument, it being the intention of the DEVELOPER that the interest in the general common elements appurtenant to each unit as said interest shall be hereinafter defined, shall not include any interest whatsoever in any of the other units and the space within them, whether or not the buildings within which said units are or shall be located are constructed or yet to be constructed at the time of the recording of this instrument.

3. Portions of the general common elements are hereby set aside and reserved for the restricted use of the respective units to the exclusion of the other units and such portions shall be known and referred to herein as "limited common elements." The limited common elements restricted to the use of the respective units are the driveway, patio, and walkways. The term "common elements," when used throughout this instrument, shall be both general and limited common elements.

G. The proportionate undivided interest in the common elements and the limited common elements appurtenant to each unit is 0.8928%.

H. The unit owner or unit owners shall have the right to cast one (1) vote for each unit owned. If more than one (1) person owns a particular unit, the vote appertaining to that unit shall be cast by such owner as may be designated in a written certificate signed by all record owners of such unit and filed with the Secretary of the Association hereinafter referred to.

I. Attached hereto as Exhibit A-3 is a copy of the By-laws of the Association of unit owners as described therein.

J. This Master Deed may be amended and supplemented as follows:

1. By an agreement signed and acknowledged by all unit owners having the right to vote as hereinabove provided.
2. By a resolution adopted by the affirmative vote of not less than seventy-five percent (75%) of the unit owners having the right to vote, as hereinabove provided, said vote to be at a duly called meeting of the Association herein referred to, which notice shall be delivered to the respective units not later than five (5) days in advance of the meeting and shall state reasonable notice of the proposed amendment or supplement. Unit owners not present, who have the right to vote as hereinabove set forth, may express their approval, in writing, delivered to the Secretary (or to the Secretary's office during office hours) prior to the meeting, in which case such approval may be counted in determining a quorum and also the percentage of affirmative vote.

No amendment or supplement shall be effective unless and until the same is recorded in the same office as this Master Deed is recorded.

No amendment or supplement shall discriminate against any owner, any unit, or class, or group of owners or units, or change any unit or its share in the common elements or other appurtenances, or increase the owner's share of common expenses, or change the permitted use of a lot, parcel, or unit, unless the owner or owners of the units concerned and all of their first mortgagees who are affected shall join in the execution of the amendment.

K. The name of the Association referred to herein shall be "Spring Meadow Condominium Association, Inc.," a non-profit corporation of the State of New Jersey, presently having its principal office at 210 Summit Avenue, Montvale, New Jersey 07645, hereinafter referred to as the "Association."

L. The ownership of each unit shall share the common expenses and common surplus to the same extent as he, she, or they share in the common elements, as set forth in Section G hereof, but this shall not include the right to withdraw or require payment or distribution of a common surplus.

M. [As amended August 9, 1993] The unit shall be occupied and used by the respective owners only as a private residential dwelling for the owner, his family, tenants, and social guests and for no other purposes. Occupancy is limited to persons ~~52~~ 55 years of age or older and for the spouses of such persons. When necessary for the care of persons ~~52~~ 55 years of age or older, one (1) person, other than a spouse, under ~~52~~ 55 years of age, is permitted in each household (Zoning Ordinance No. 790, Article 3, §50). In the event a unit owner leases the unit, such rental shall be limited to persons qualified under this Paragraph M and shall be for a single term not to exceed 12 months.

N. In the event that any portion of the common elements encroaches upon any unit, or vice versa, or in the event that any portion of one (1) unit encroaches upon another unit, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. In the event that any one (1) or more of the multi-unit buildings is partially or totally destroyed and is then rebuilt in substantially the same location, and as a result of such rebuilding, any portion of the common elements encroaches upon the units, or vice versa, or any of the units encroaches upon another unit, a valid easement for such encroachment and for the maintenance thereof, so long as it stands, shall and does exist.

O. In interpreting any and all provisions of this instrument, the Schedules attached hereto, subsequent deeds and mortgages to individual units, etc., the actual location of the unit shall be deemed conclusively to be the property intended to be conveyed, reserved, or encumbered notwithstanding any minor deviations, either horizontally or vertically, from the proposed locations as indicated on Schedule A annexed hereto. To the extent that such minor variations in location do or shall exist, a valid easement therefor and for the maintenance thereof does and shall exist. This covenant is necessary by reason of the fact that the Condominium is to be constituted, and this plan of ownership applicable thereto will be implemented, prior to the completion of construction of some of the multi-unit buildings shown on the proposed location map.

P. As to those portions of the general common elements of the Condominium that lie within the right of way lines of all internal collector streets and roads, a valid non-exclusive easement for the benefit of the DEVELOPER, its successors and assigns, does and shall continue to exist thereon for the maintenance, operation, and renewal thereof and as a means of providing ingress and egress to other portions of the general and common elements and to other contiguous lands of the DEVELOPER, its successors and assigns.

Q. A valid easement does and shall continue to exist, throughout the common elements for the purpose of installation, maintenance, repair, and replacement of all sewer, water, power, telephone, television, and other transmission pipes, lines, mains, conduits, wires, poles, transformers, and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system.

R. The Township of Wyckoff shall be able to enforce any liens for taxes due to the Township against the unit owner directly, or as a beneficiary of actions taken by the Association.

S. All rights reserved by or otherwise conferred upon DEVELOPER shall be exercisable to their fullest extent by DEVELOPER's successors and assigns and by the ASSOCIATION through express assignment thereof, at such time as the Association takes control.

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

U. It is the intention of the DEVELOPER that the provisions of this instrument are severable so that if any provision, condition, covenant, or restriction thereof shall be invalid or void under any applicable federal, state, or local law, the remainder shall be unaffected thereby. In the event that any provision, condition, covenant, or restriction thereof is, at the time of recording of this instrument, void, voidable, or unenforceable as being contrary to any applicable federal, state, or local law, the DEVELOPER, its successors and assigns, and all persons claiming by, through, or under DEVELOPER, covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability, or unenforceability, shall be deemed to apply retrospectively to this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein declared as fully as if they had been in effect at the time of the execution of this instrument.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed and attested by its proper corporate officers and its corporate seal to be hereunto affixed this 12 day of *November* 1980.

ATTEST:

SPRING MEADOW, INC.

(signed)

(signed)

By _____
Robert J. Melehan, Secretary

By _____
Francis R. Melehan, President

Prepared by Michael J. Ferrara
Attorney at Law of New Jersey
E. 36 Midland Avenue
Paramus, New Jersey 07652

STATE OF NEW JERSEY)
SS:
COUNTY OF BERGEN)

BE IT REMEMBERED, that on this 12th day of *November*, 1980, before me, the subscriber, an Attorney at Law of New Jersey, personally appeared Francis R, Melehan, the President of Spring Meadow, Inc., who, I am satisfied, is the person who has signed the within instrument; and I having first made known to him contents thereof, he thereupon acknowledged that he signed, sealed with the corporate seal, and delivered the said instrument as such officer aforesaid; that the within instrument is the voluntary act and deed of said corporation, made by virtue of authority from its Board of Directors.

(signed)

Michael J. Ferrara
Attorney at Law of New Jersey

EXHIBIT A-2

ARTICLES OF INCORPORATION

of

SPRING MEADOW CONDOMINIUM ASSOCIATION, INC.

(a condominium association)

The undersigned, by these Articles, associate themselves for the purpose of forming a corporation not for profit under N.J.S.A. 46:8B-1, et seq., and certify as follows:

ARTICLE I

NAME

The name of the corporation shall be SPRING MEADOW CONDOMINIUM ASSOCIATION, INC. (a condominium association). For convenience, the corporation shall be referred to in this instrument as the Association. The registered office of the corporation shall be 210 Summit Avenue, Montvale, New Jersey 07645.

ARTICLE II

PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to N.J.S.A. 46:8B-1, et seq., for the operation of a condominium known as Spring Meadow Condominium located in Wyckoff, New Jersey.

ARTICLE III

POWERS

The powers of the Association shall include and be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of these Articles.

B. The Association shall have all of the powers and duties set forth in the Condominium Act, except as limited by these Articles and Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration of Condominium and as it may be amended from time to time.

ARTICLE IV

MEMBERS

- A. The members of the Association shall consist of all of the record owners of dwelling units in the condominium; and, after termination of the condominium, shall consist of those who are members at the time of such termination and their successors and assigns.
- B. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to said member's dwelling unit.
- C. The owner of each dwelling unit shall be entitled to one (1) vote as a member of the Association. The manner of exercising voting rights shall be determined by the By-laws of the Association.

ARTICLE V

TRUSTEES

- A. The affairs of the Association will be managed by a board consisting of the number of trustees as determined by the By-laws, but by not less than three (3) trustees.
- B. Trustees of the Association shall be elected at the annual meeting of the members in the manner determined by the By-laws. Trustees may be removed and their vacancies on the Board of Trustees shall be filled in the manner provided in the By-laws.
- C. Control of the Association shall be surrendered to the owners in the following manner:
1. Sixty days after conveyance of 25% of all the units, not less than 25% of the members of the governing body shall be elected by the owners.
 2. Sixty days after conveyance of 50% of all the units, not less than 40% of the members of the governing body shall be elected by the owners.
 3. Sixty days after conveyance of 75% of all the units, the developer's control of the governing body shall terminate, at which time the owners shall elect the entire governing body.

Notwithstanding 1, 2, and 3 above, the developer may retain one (1) member of the governing body so long as there are any units remaining unsold in the regular course of business.

Upon the assumption by the owners of control of the governing body of the Association, the developer shall forthwith deliver to the Association all items and documents pertinent to the Association such as, but not limited to, a copy of the Master Deed, documents of creation of the Association, By-laws, minute book, including all minutes, any rules and regulations, an accounting of Association funds, Association funds, all personal property, insurance policies, government permits, a membership roster, and all contracts and agreements relative to the Association.

ARTICLE V (continued)

The Association, when controlled by the owners, shall not take any action that would be detrimental to the sales of units by the developer, and shall continue the same level of maintenance, operation, and services as immediately prior to their assumption of controls, until the last unit is sold in the regular course of business.

D. The names and address of the members of the first Board of Trustees who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

FRANCIS R. MELEHAN	20 Bayberry Drive, Saddle River, New Jersey 07458
ROBERT J. MELEHAN	20 Bayberry Drive, Saddle River, New Jersey 07458
PATRICIA MELEHAN	20 Bayberry Drive, Saddle River, New Jersey 07458

ARTICLE VI

OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-laws. The officers shall be elected by the Board of Trustees at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Trustees. The names and addresses of the officers who shall serve until their successors are designated by the Board of Trustees, are as follows:

President	FRANCIS R. MELEHAN
Vice-President	PATRICIA MELEHAN
Secretary/Treasurer	ROBERT J. MELEHAN

ARTICLE VII

REGISTERED AGENT

The registered agent upon whom process may be served is Francis R. Melehan, 210 Summit Avenue, Montvale, New Jersey 07645.

ARTICLE VIII

BY-LAWS

The first By-laws of the Association shall be adopted by the Board of Trustees and may be altered, amended, or rescinded by the Trustees or the members of the Association in the manner provided in the By-laws.

ARTICLE IX

AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting given pursuant to N.J.S.A. 15:1-14 at which a proposed amendment is considered.

B. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Trustees or by the members of the Association. Trustees and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting.

Such approvals must be:

1. By not less than 75% of the entire membership of the Board of Trustees and by not less than 75% of the votes of the entire membership of the Association, or
2. By not less than 80% of the votes of the entire membership of the Association.

C. Provided, however, that no amendment shall make any changes in the qualifications for membership or the voting rights of members without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Master Deed.

D. A copy of each amendment shall be recorded in the public records of Bergen County, New Jersey, and will not take effect until recorded.

ARTICLE X

TERM

The term of the Association shall be perpetual.

ARTICLE XI

SUBSCRIBERS

The names and address of the subscribers of these Articles of Incorporation are as follows:

FRANCIS R. MELEHAN	20 Bayberry Drive, Saddle River, New Jersey 07458
ROBERT J. MELEHAN	20 Bayberry Drive, Saddle River, New Jersey 07458
PATRICIA MELEHAN	20 Bayberry Drive, Saddle River, New Jersey 07458
EDNA M. REIMER	527 River Drive, Elmwood Park, New Jersey 07407
JOSEPHINE KORNDORFER	21 Hahn Avenue, Rochelle Park, New Jersey 07662

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 23rd day of July, 1980.

Witnesses:

(signed)

(signed)

(signed)

(signed)

(signed)

MICHAEL J. FERRARA

(signed)

(SEAL)

Francis R. Melehan
(signed)

(SEAL)

Robert J. Melehan
(signed)

(SEAL)

Patricia Melehan
(signed)

(SEAL)

Edna M. Reimer
(signed)

(SEAL)

Josephine Korndoerfer