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John S. Hegan, Bergen County Clerk
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MASTER DEED

FOR

THE RESERVE AT ARDEN PLACE, A CONDOMINIUM

Prepared By: 
Stacey R. Patterson, Esq.

~~RECORD AND RETURN TO:~~
Stacey R. Patterson, Esq.
Ansell Grimm & Aaron, P.C.
365 Rifle Camp Road
Woodland Park, New Jersey 07424

18PTRS - 2078 ✓
RECORD AND RETURN TO:
PRESTIGE TITLE AGENCY, INC.
130 POMPTON AVENUE
VERONA, NJ 07044
973-239-0101

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(b) While the Sponsor maintains control of the Board, it shall take no action which adversely affects a homeowner's rights under N.J.A.C. 5:25-5.5 regarding warranty coverage and claims pertaining to these improvements.

4.03. Partitions/Subdivisions. No Unit may be partitioned or subdivided.

ARTICLE 5 - DESCRIPTION OF GENERAL AND LIMITED COMMON ELEMENTS

5.01. General Common Elements. All appurtenances and facilities and other items which are not part of the Units hereinbefore described in Article 4 or part of the Limited Common Elements hereinafter described in Section 5.02 shall comprise the General Common Elements as graphically shown on Exhibits "B" and "C." The General Common Elements shall also include by way of description but not by way of limitation:

(a) All land described in Exhibit "A" aforesaid, whether improved or unimproved, together with all space located outside the perimeter of the Units, with the exception of the areas defined as Limited Common Elements, hereinafter described in Section 5.02; and any areas located within the Township of Washington, and

(b) All roadways, curbs, and sidewalks, subject to the easements and provisions set forth in Article 9 hereof; and

(d) Any landscaped areas, shrubbery and plantings; and

(c) Sewer mains but not sewer laterals exclusively serving a Unit, gas mains, electric mains (primary and secondary), transformers but only to the extent the same is not owned by the public utilities, and other utility lines, underground sprinkler system, if any, the storm water management system, including but not limited to catch basins, infiltrator basins, drywells, piping headwalls,

outfalls and all other similar improvements, including gutters, leaders and associated piping, subject to the easements and provisions set forth in Article 9 hereof; and

(f) Public connections and meters for gas, electricity, telephone and water and the areas housing them not owned by the public utility of other agencies providing such services; and

(g) The roof shingles, flashing, gutters, downspouts, leaders drywells and piping leading to and from the same; and

(h) Exterior lighting not attached to Units and other exterior facilities necessary to the upkeep and safety of the Units and grounds; and

(i) Any easement or other right which may now or hereafter be granted for the benefit of all Unit Owners, a public or private utility, local, state or federal government, agency or unit or any others for any purpose; and

(j) All tangible personal property required exclusively for the operation, maintenance and administration of the Condominium which may be owned or leased by the Association; and

(k) All exterior air space within the boundaries of the Condominium, to the extent that same is not reserved for future development by the Sponsor; and

(l) The common systems and equipment, including mechanical, electrical, plumbing, ventilating, sprinkler and fire suppression systems servicing more than one unit; and

(m) All other facilities or elements of any improvement within the Condominium necessary or convenient to the existence, management, operation, maintenance or safety of the Condominium or normally in common use.

5.02. Limited Common Elements. The Limited Common Elements shall be as graphically shown on Exhibits "B" and "C," aforesaid and shall include by way of description and not by way of limitation, the following:

(a) Any exterior walkway, stairs, sidewalks and railings located adjacent thereto to which there is direct access from the interior of an appurtenant Unit, and driveways to which there is direct access from an appurtenant Unit's garage, shall be a Limited Common Element and shall be for the exclusive use of the Owner of such Unit. All maintenance of exterior walkways shall be the responsibility of the Association.

(b) Any rear patio or deck to which there is direct access from the interior of an appurtenant Unit shall be a Limited Common Element and shall be for the exclusive use of the Owner of such Unit. The Owner of a Unit having use of any patio or deck shall be responsible for all cleaning and snow clearing or removal of such patio or deck and any steps or stairs leading to the same, as appropriate. All other maintenance of patios and decks shall be the responsibility of the Association unless due to the misuse or abuse by the Unit Owner or his/her invitees.

(c) Generally, any front yard extending from the front of any Unit to the sidewalk, or curbing along the roadway where sidewalks do not exist; side yards extending out fifteen feet (15') from the side of each Unit. This side line extends to its intersection with the front yard limit as defined above and to the rear yard limit as defined below. Where Units occur along curves, which induce side yard alignments between Units to coverage and diverge, the side yard limit shall be at the midpoint of those adjacent side yard extensions. Adjacent side yard limit may converge before intersecting with front yard lines. Rear yards extending out from the rear of the Unit to the Condominium property boundary line, Hillsdale Municipal Line, or 25' whichever less. This includes any landscaped areas, located in such front, side or rear yards that are appurtenant to the

Unit. Exceptions to these general conditions shall include areas containing walking trails or bioswales, shall not be included within, or a part of any limited common area. Also, limited common areas may be expanded or modified under certain conditions, such as described above, upon Washington Township's approvals, or other reasons.

5.03. Rights to Use Limited Common Elements. Each Unit Owner's right to use the Limited Common Elements appurtenant to his Unit may not be transferred apart from the conveyance of title to the Unit, and such right of use may not be transferred and conveyed to another Unit Owner or leased or licensed to an owner or occupant of any other Unit. Further, Unit Owners may not make any additions, deletions or changes whatsoever to the plants, shrubs, trees grass or any other landscaping materials located in or on any Limited Common Element(s) without the express written consent of the Association. Any Limited Common Element that is also a state registered wetland or area of open waters may only be used by the appurtenant Unit Owner for only passive recreational uses as is permitted under New Jersey State Regulations.

5.04. Association's Regulation of Use and Maintenance of Limited Common Elements. The Association shall have the right to promulgate, amend, adopt, publish and enforce such Rules and Regulations as it may deem appropriate and/or necessary to regulate an Owner's use, cleaning, clearing, maintenance and repair of the Limited Common Elements, regardless of type, to ensure aesthetic, architectural and visual harmony and safety of Unit Owners, their guests and invitees as well as compliance with all applicable laws, rules and regulations promulgated by any governmental entity having jurisdiction thereover.

5.05. Repair and Maintenance of Limited Common Elements. The Owner of a Unit having use of any Limited Common Element shall be responsible to pay the cost and expenses of any maintenance, repair or replacement of the Limited Common Element necessitated by their

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extraordinary use, excessive wear and tear, misuse, negligent act, omission, or neglect, or the negligent act or omission, use or misuse or neglect of their family member(s), household pets, guests, occupants or visitors, invitees or contractors regardless of whether or not authorized by the Unit Owner. Any other repairs, maintenance, or replacement of the Limited Common Elements shall be the responsibility of the Association.

5.06. Reserved Common Elements. The Board shall have the power in its discretion to: (i) designate certain General Common Elements as "Reserved Common Elements"; (ii) grant rights to use the Reserved Common Elements on an exclusive basis for a specific time period to the Association and/or to any or less than all of the Unit Owners; (iii) establish reasonable fees to be charged to the reserving party for the use and maintenance of the Reserved Common Element; and (iv) promulgate, adopt, amend, publish and enforce such Rules and Regulations as it may deem appropriate or necessary with respect to the Reserved Common Elements. The designation by the Board of a General Common Elements as "Reserved" shall not be construed as a sale, lease or other disposition of that General Common Element.

ARTICLE 6 - ESTATE ACQUIRED, PERCENTAGE INTEREST, COMMON EXPENSES AND VOTING RIGHTS

6.01. Estate Acquired. The Owner of each Unit shall have such an estate therein as may be acquired by grant, by purchase or by operation of law, including an estate in fee simple; and shall acquire as an appurtenance thereto an undivided percentage interest in the Common Elements of the Condominium, if any, which shall not be divisible from the Unit to which it appertains, as set forth in Exhibit "F" attached hereto and made a part hereof.

6.02. Percentage Interest. The interest of each Unit Owner in the Common Elements will be established by the Sponsor and will be expressed as a percentage of the whole. At any given

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7.17. Limitations on the Sponsor. While the sponsor maintains a majority on the Board of Directors, it shall make no additions, alterations, improvements or purchases which would necessitate a Special Common Expense Assessment or a substantial increase in the Annual Common Expense Assessment installments unless required by a governmental agency, title insurance company or Institutional Lender or in the event of an emergency.

ARTICLE 8 - MAINTENANCE RESPONSIBILITIES

8.01. Responsibilities of Unit Owners.

(a) Each Unit Owner is responsible to perform all of the maintenance, repairs and replacements that may be required with respect to his own Unit, at his own expense, and in accordance with the requirements of this Master Deed, the By-Laws and any Rules and Regulations of the Association. Each Unit Owner is responsible for all of the improvements appurtenant to his Unit described in Section 4.02 when same are located within the boundaries of his Unit.

(b) In addition, each Unit Owner shall be responsible to perform all of the maintenance, repairs and replacements that may be required for improvements appurtenant to his Unit, as such improvements are defined in Section 4.02 herein, which are not located within the boundaries of his Unit when the following conditions are met:

(i) the improvement is accessible without breaking or intrusion into the Common Elements; and

(ii) the improvement is not functionally connected with a Common Element or a component of an integrated system which serves more than one Unit.

(c) In addition, each Unit Owner shall be responsible to perform all of the cleaning, snow clearing and maintenance that may be required for the rear decks or patios, reserved for the exclusive use of his Unit.

(d) Each Unit Owner shall be solely responsible for the maintenance, repair and replacement of all interior and exterior surfaces of all windows, and doors of his Unit and any locks, hinges, or other hardware pertaining to them, once the Sponsor's warranty on installation and manufacturer's warranty on materials, expire.

8.02. Responsibilities of the Association.

(a) The Association shall furnish all maintenance, repairs and replacements required for the functioning of the General Common Elements as such are defined in Section 5.01 herein, including any common electrical, common plumbing, common mechanical, or common water supply systems including wells, lines and landscape irrigation systems.

(b) The Association has the obligation to (i) maintain and repair all drainage and stormwater management improvements, features, lines, pipes, connections and basins (including non-structural stormwater management elements of its Plan), and/or structures, in Phase 1 and if constructed, Phase 2; (ii) maintain and replace the trees in the Buffer Area should the Sponsor elect to construct Phase 2; (iii) maintain and repair all fencing located on the Common Elements and constructed should the Sponsor elect to construct Phase 2; and (iv) maintain and repair all drainage, stormwater management facilities, improvements, pipes, lines, connections and basins located on Property in connection with Phase 1 and, if constructed, Phase 2, so as to comply with the Plan and the stormwater management plan, including all applicable laws and regulations, unless such stormwater management and/or drainage structure (or non-structural elements of the stormwater

management system of the Plan) is required to be maintained by the municipality. The above provisions are being made in part for the protection of the Northgate Property which is an intended third party beneficiary of the foregoing maintenance and repair obligations of the stormwater management, trees and fencing. In the event the Association fails to maintain, keep and repair the stormwater management system, including any element thereof, the Association agrees to permit the Borough of Hillsdale but without creating any obligation on part of the Borough, and at the Borough's sole election to maintain and repair the storm water management system all at the sole cost and expense to the Association. Any necessary easement or right of entry is granted to the Borough in accordance with Section 16.06 below.

(c) The Association shall furnish all maintenance, repair and replacements required for the General Common Elements as such as defined in Section 5.01 herein, including but not limited to, the exterior and roofs of Units, roadways, sidewalks, walkways, curbing and all exterior landscaping on the property. Claims relative to defects in Common Elements shall be processed in accordance with N.J.A.C. 5:25-5.5 regarding warranty coverage and claims.

(d) In addition, except as otherwise provided by Section 8.01(c), the Association shall furnish all maintenance, repair and replacement of driveways, patios, decks, front, side and rear yards (non-enclosed) which are Limited Common Elements and reserved for the exclusive use of certain Units as defined in Section 5.02 subject to the exceptions listed in Article 5 and Article 8 herein. The expenses incurred by the Association in doing so shall be borne by the Association unless said maintenance, repair and replacements are the result of the particular Owner's negligence or misuse in which case, such costs shall be levied against the Owner of that (those) Unit(s) as a Remedial Assessment.

(e) In addition, the Association shall fully (i) maintain and repair all drainage and stormwater management improvements, features, lines, pipes, connections and basins (including non-structural stormwater management elements of its Plan), and/or structures, in both Phase 1 and, if constructed any additional phase(s); (ii) maintain and replace the trees in the Buffer Area as depicted on Exhibit B hereto, should the Sponsor elect to add any additional phases (including Phase 2 as shown on the approved site plan; (iii) maintain and repair all fencing originally or subsequently installed by the Sponsor along the common property lines and (iv) maintain and repair all drainage, stormwater management facilities, improvements, pipes, lines, connections, and basins located on the Property in connection with Phase I and any subsequent phase(s), so as to comply with the Plan and the stormwater management plan, including all applicable laws and regulations, unless such stormwater management and/or drainage structure (or non-structural elements of the stormwater management system of the Plan) is required to be maintained by the municipality.

8.03. Rights of the Association. The Association may effect emergency repairs to any Unit which the Unit Owner has failed to perform, but the expenses incurred by the Association in doing so shall be levied against the Owner of that Unit as a Remedial Assessment. The Association may also effect non-emergency repairs within or to part of a Unit for which the Owner has failed to perform and charge the reasonable expenses of the repair to the Unit Owner as a Remedial Assessment, but only if (i) any such failure to maintain by the Unit Owner will have a material or adverse aesthetic or other impact upon any other portion of the Condominium or other Units and (ii) the Unit Owner(s) responsible for such maintenance, repair or replacement have failed to remedy the situation within sixty (60) days after the Association has given the Unit Owner written notice of the need for such repairs or maintenance. The Association may also repair or replace any

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landscaping materials including but not limited to any tree, shrub or lawn areas located within the Limited Common Elements and assume the expenses including a reasonable fee for performing same, unless such repairs or replacements were necessitated by the negligent use, misuse or abuse of such Unit Owner, including the removal of any unauthorized plantings, lawn ornaments and outdoor statues.

ARTICLE 9 - EASEMENTS

9.01. Unit Owner Easements. Every Unit Owner, his successors and assigns, shall have the following perpetual easements with respect to the Property which shall be for the benefit of all Owners and occupants of Units in the Condominium and their invitees:

(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; and

(b) An exclusive easement for the existence and continuance of any encroachment by his Unit upon any Common Element, now existing or which may come into existence hereafter as a result of construction, reconstruction, 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 as long as the Unit stands; and

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