

WINDHAM NORTH CONDOMINIUM ASSOCIATION HANDBOOK

MASTER DEED TABLE OF CONTENTS

1. ESTABLISHMENT OF THE CONDOMINIUM:	3
2. DEFINITIONS:	3
(a) ASSOCIATION:	4
(b) BY-LAWS:	4
(c) CERTIFICATE OF INCORPORATION:	4
(d) COMMON ELEMENTS:	4
(e) COMMON EXPENSES:	4
(f) COMMON RECEIPTS:	4
(g) COMMON SURPLUS:	4
(h) CONDOMINIUM (THE):	4
(i) CONDOMINIUM ACT (THE):	5
(j) CONVEYANCE:	5
(k) EXHIBIT(S) AND SCHEDULE(S):	5
(l) GENERAL COMMON ELEMENTS:	5
(m) LIMITED COMMON ELEMENTS:	5
(n) MASTER DEED:	5
(o) PROPERTY:	5
(p) PROPORTIONATE UNDIVIDED PERCENTAGE INTEREST:	5
(q) RULES AND REGULATIONS:	5
(r) UNIT:	5
(s) UNIT DEED:	6
(t) UNIT OWNER:	6
3. GENERAL DESCRIPTION OF THE CONDOMINIUM:	6
4. SURVEY AND PLANS:	6
5. DESCRIPTION OF UNIT:	6
6. GENERAL COMMON ELEMENT:	6
7. OWNERSHIP AND USE OF COMMON ELEMENTS:	7
8. COMMON EXPENSES:	8
9. ASSOCIATION, BOARD OF DIRECTORS AND VOTING:	8
10. DETERMINATION OF BOARD TO BE BINDING:	8
11. LIMITED COMMON ELEMENTS:	9
12. PARKING FACILITIES:	9
13. MORTGAGING OF UNITS:	9
14. PROPERTY TAXES, ASSESSMENTS AND CHARGES:	9
15. UTILITIES:	9
16. INSURANCE:	9
17. DECORATING:	9
18. ALTERATIONS, ADDITIONS AND IMPROVEMENTS:	10
19. RESTRICTIONS ON THE USE OF UNITS:	10
20. ENCROACHMENTS:	11
21. REMEDIES:	11
22. MAINTENANCE, REPAIRS, REPLACEMENTS, CLEANING AND SANITATION:	12
23. AMENDMENTS AND SUPPLEMENTS:	12

WINDHAM NORTH CONDOMINIUM ASSOCIATION HANDBOOK

24. NOTICES:	12
25. UTILITIES EASEMENT:	13
26. ACCESS BY ASSOCIATION:	13
27. EASEMENT FOR PUBLIC NECESSITY:	13
28. OTHER EASEMENTS:	13
29. EASEMENTS OF UNIT OWNERS:	13
30. DEED RESTRICTIONS:	14
31. COVENANTS RUNNING WITH THE LAND:	14
32. BLANKET MORTGAGES:	15
33. CONTROL OF ASSOCIATION:	15
34. PROTECTIVE PROVISIONS FOR THE BENEFIT OF INSTITUTIONAL MORTGAGES:	15
35. SEVERABILITY:	17
36. RIGHTS AND OBLIGATIONS:	17
37. RATIFICATION, CONFIRMATION AND APPROVAL OF AGREEMENTS:	17
38. DECLARANTS' RIGHTS:	17
39. TERMINATION OF CONDOMINIUM:	19
40. AMENDMENTS TO MASTER DEED AND OTHER CONDOMINIUM DOCUMENTS; POWER OF ATTORNEY:	19
41. WAIVER:	19
42. CAPTIONS:	19
43. USE OF MASCULINE GENDER:	20
44. VALIDITY:	20
46. HANDICAP USE:	20
SCHEDULE A:	22
SCHEDULE B AND C:	23
SCHEDULE D:	24

WINDHAM NORTH CONDOMINIUM ASSOCIATION HANDBOOK

MASTER DEED REVISED AS OF DECEMBER 7, 1999

This MASTER DEED is revised this 9th day of December, 2014, by Windham North Condominium Association, a not-for profit New Jersey Corporation, having its principal office located at 407 Windham Court North in the Township of Wyckoff, County of Bergen and State of New Jersey (hereinafter referred to as the "Association").

WHEREAS, the Association is the owner of the fee simple title to those land and premises all situate, lying and being in the Township of Wyckoff, County of Bergen and State of new Jersey, and described by metes and bounds and depicted in a survey, both of which are attached hereto as Schedule A, which said lands and premises are hereinafter referred to as the "Property"; and

WHEREAS, it has been previously established that the form of ownership of the Property as a Condominium, pursuant to N.J.S.A. 46:8B-1 et seq., (hereinafter referred to as: "The Condominium Act"), and under the name: WINDHAM NORTH, A CONDOMINIUM, hereinafter referred to as "The Association"; and

WHEREAS, the Property comprises nine (9) two and one-half (2 1/2) story residential buildings in which there are located 30 townhouse apartment units, hereinafter referred to as the "Units", together with certain driveways, walkways and other improvements, all as more particularly shown in Schedule "B-1" and those certain floor plans of the Units, also shown in Schedule C-1 to C-12. The property also has one Clubhouse, one Tennis Court and one Swimming Pool.

WHEREAS, the Property Developer had established WINDHAM NORTH CONDOMINIUM ASSOCIATION, INC., a New Jersey, non-profit corporation, for the administration, operation and management of the Association; and

THEREFORE, WITNESS:

1. ESTABLISHMENT OF THE CONDOMINIUM:

The Property Developer had established WINDHAM NORTH, A CONDOMINIUM, in accordance with the Condominium Act for that Property described in the aforesaid Schedule A and more particularly shown on the aforesaid Schedule B-1.

2. DEFINITIONS:

Capitalized terms used in this Master Deed are defined terms. In the event a term is not defined herein, or any definition(s) herein shall be found illegal or invalid, then the appropriate definition(s) as set forth in The Condominium Act, (N.J.S.A. 46:8B-3, in particular), shall be incorporated herein in its place and stead. As used herein and in the By-Laws attached hereto, and in the amendments thereto, the following terms shall have the following meanings, unless the context in which the terms are utilized clearly indicates otherwise:

(a) Association:

Association means WINDHAM NORTH CONDOMINIUM ASSOCIATION, INC., A New Jersey, non-profit, non-stock corporation, organized for the administration, operation and

WINDHAM NORTH CONDOMINIUM ASSOCIATION HANDBOOK

management of The Condominium.

(b) By-Laws:

By-Laws means the By-Laws of the Association and any amendments thereto, governing The Condominium and the Association. A true copy of which is annexed hereto and incorporated herein by reference as though fully set forth and referred to as Schedule E.

(c) Certificate of Incorporation:

This Certificate of Incorporation means the Certificate of Incorporation of the Association and any amendments.

(d) Common Elements:

Common Elements means the entire Property, including all improvements erected or to be erected thereon, other than the Units, (see definition of Unit *infra.*). The General Common Elements and the Limited Common Elements (all defined hereafter in this section), collectively, comprise the Common Elements. A more detailed definition of the General Common Elements is contained in Section 6 following.

(e) Common Expenses:

Common Expenses means expenses for which the unit Owners are proportionately liable, including but not limited to: all expenses of administration, maintenance, repair and replacement of the Common Elements; expenses declared as common by this Master Deed or the By-Laws or the Condominium Act or any amendments thereto.

(f) Common Receipts:

Common Receipts means rent or other charges derived from leasing or licensing the use of Common Elements; funds collected from Unit Owners as Common Expenses or otherwise; and receipts designated as common by this Master Deed or the By-Laws or any amendments thereto.

(g) Common Surplus:

Common Surplus means the excess of all Common Receipts over all Common Expenses.

(h) Condominium (The):

The Condominium refers to WINDHAM NORTH, A CONDOMINIUM; or at other times, as the context may indicate, The Condominium refers to the entire project as an entity created by the execution and recording of this Master Deed. As defined in N.J.S.A. 46:8B-3 (h) "Condominium" means the form of ownership by one or more owners of units of improvements together with an undivided interest in common elements appurtenant to each such unit.

(i) Condominium Act (The):

The Condominium Act as defined heretofore, refers to the New Jersey Condominium Act (N.J.S.A. 46:8B-3 et seq.) and any amendments thereto.

WINDHAM NORTH CONDOMINIUM ASSOCIATION HANDBOOK

(j) Conveyance:

Conveyance means the closing of title and delivery of Deed for an interest in real estate.

(k) Exhibit(s) and Schedule(s):

Exhibit(s) and schedule(s) refers to the various drawings, maps, charts or other documents and any amendments thereto, attached to this Master Deed and designated by a capitalized letter of the alphabet. All of the Exhibits and schedules are to be deemed incorporated into and made a part of this Master Deed as if set forth at length herein.

(l) General Common Elements:

General Common Elements means all Common Elements other than the Limited Common Elements. The General Common Elements of this Condominium are itemized hereafter in Section 6.

(m) Limited Common Elements:

Limited Common Elements means those Common Elements which are for the use of one or more specified Units to the exclusion of other Units.

(n) Master Deed:

Master Deed means this master Deed of WINDHAM NORTH, A CONDOMINIUM, and any amendments thereto. This Master Deed is the instrument by which the Developer created The Condominium.

(o) Property:

Property as defined heretofore, refers to the lands and premises described by a metes and bounds description, (Schedule A aforesaid) and depicted on the plot plan (Schedule B-1 aforesaid).

(p) Proportionate Undivided Percentage Interest:

The Proportionate Undivided Percentage Interest means the Proportionate Undivided Percentage Interest of each Unit in the Common Elements. Such interests are expressed as percentages, the aggregate of which is one hundred percent, or as close thereto as is reasonably and practically calculated.

(q) Rules and Regulations:

Rules and Regulations means the Rules and Regulations and any amendments thereto, promulgated by the Association, governing day-to-day conduct of the Unit Owners and other occupying or using the Condominium, which are in addition to the provisions of this Master Deed and the By-Laws and amendments thereto.

(r) Unit:

Unit means a part of The Condominium designated and intended for independent use as a residential dwelling, and having a direct exit to a public street or way. A Unit shall consist of the interior walls and partitions, including the sheetrock, which are contained within such private dwelling and shall also consist of the inner decorated and/or finished surfaces, the sheetrock, and the windows and doors of the perimeter, and includes a Proportionate

WINDHAM NORTH CONDOMINIUM ASSOCIATION HANDBOOK

Undivided Percentage Interest in the Common Elements

(s) Unit Deed:

Unit Deed means a Deed of Conveyance of a Unit in recordable form.

(t) Unit Owner:

Unit Owner means the person(s) or entity(ies) owning a Unit in fee simple.

3. GENERAL DESCRIPTION OF THE CONDOMINIUM:

The Condominium will consist of the lands described in Schedule A together with thirty (30) units and will include all parking areas and garages, rights, roads and appurtenances thereto belonging or appertaining.

4. SURVEY AND PLANS:

A plot plan of The Property is shown on the survey which is part of Schedule B. Plans of the Units on the Property showing and identifying the Common Elements, each Unit and their respective locations and approximate dimensions, are shown within Schedule C-1 to C-12.

5. DESCRIPTION OF UNIT:

The legal description of each Unit shall consist of the identifying number of such Unit as shown on the Survey. Every deed, lease, mortgage or other instrument may legally describe a Unit by their identifying numbers as shown on the Survey and every such description shall be deemed good and sufficient for all purposes as provided in the Act.

6. GENERAL COMMON ELEMENT:

The General Common Element include, but are not limited to all of the following, (exclusive of any Units or the limited Common Elements, if any, as same are defined/specified herein):

- (a) All lands described in Schedule A aforesaid, whether or not occupied by buildings containing Units.
- (b) One Clubhouse, one Tennis Court and one Swimming Pool
- (c) All private streets, curbs, sidewalks, walkways, yards and parking areas.
- (d) Lawn areas, shrubbery, conduits, utility lines, underground sprinkler systems and waterways.
- (e) The electrical and telephone wiring network throughout the Condominium not owned by the public utility or other agencies providing such services.
- (f) Public connections and meters for gas, electricity, telephone and water not owned by the public utility or other agencies providing such services.
- (g) All structural and bearing parts including, but not limited to: the foundation, roof, columns, girders, beams, exterior supports and floors between Units and interior bearing and main walls, except the sheetrock.

WINDHAM NORTH CONDOMINIUM ASSOCIATION HANDBOOK

- (h) Exterior lighting and other facilities necessary to the upkeep and safety of the buildings and grounds.
- (i) Those portions of the land or any improvements or appurtenances reserved exclusively for the management, operation or maintenance of the Common Elements or The Condominium.
- (j) Installations of all central services and utilities.
- (k) All tangible personal property, all apparatus and all installations existing or intended for common use.
- (l) Any easement or other right which may now or hereafter be granted for the benefit of the Unit Owners for access to or use of common Elements not included within the lands, if any, or for any other purpose.
- (m) The storage spaces and attic spaces.
- (n) All tangible personal property required for the operation, maintenance and administration of the Condominium which may be owned by the Association.
- (o) Any porch, stoop, steps, stairways, corridor or vestibule.
- (p) All other elements now or hereafter existing on the premises, rationally or common use or necessary or convenient to the existence, management, operation, maintenance and safety of the Condominium or normally in common use.

7. OWNERSHIP AND USE OF COMMON ELEMENTS:

The Owner of each Unit shall have such an estate therein as may be acquired by grant, by purchase or by operation of law and shall acquire as an appurtenance thereto, a Proportionate Undivided Percentage Interest in Common Elements, which shall not be divisible from the Unit to which it appertains.

The aforesaid Proportionate Undivided Percentage Interest shall be used to allocate the division of proceeds, if any, resulting from fire, casualty loss, any condemnation or eminent domain proceedings or from any other disposition of The Condominium Property.

The liability for Common Expenses and the sharing of Common Surplus shall be allocated to each Unit by using the Proportionate Undivided Percentage Interest.

Each Unit Owner shall have the right to use the Common Elements in common with all other Unit Owners in accordance with the reasonable purposes for which they are intended. Such rights shall extend to the Unit Owner and the members of the immediate family and guests and other authorized occupants and visitors of the Unit Owner. The use of the Common

WINDHAM NORTH CONDOMINIUM ASSOCIATION HANDBOOK

Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act, this master Deed and the By-Laws and Rules and Regulations of the Association. The Association shall have the authority to lease or rent or grant licenses or concessions with respect to part of the Common Elements, subject to the provisions of this Master Deed and the By-Laws of the Association.

8. COMMON EXPENSES:

Each Unit Owner shall be required to pay his proportionate share of the expenses of maintenance, repair, replacements, cleaning, sanitation, administration and operation of the Common Elements which expenses are hereinafter referred to collectively as "Common Expenses". Such proportionate share shall be the same as the proportionate undivided interest of the Unit Owner in the Common Elements as set forth in Schedule D hereof. Payment thereof shall be in such amount and at such times and in such manner as may be provided in the By-Laws. The Association, on behalf of the Unit Owners shall have a lien on each Unit for unpaid Common Expenses assessed against such Unit by the Association which shall be effective upon filing with the recording officer of the county. All such liens shall be subordinate to the liens of a prior recorded first mortgage and taxes to which such Unit is subject. The liability of each Unit Owner for the payment of Common Expenses assessed against his Unit accruing after a valid permissible sale, transfer or conveyance shall be limited to the amounts duly assessed in accordance with and subject to the provisions of the By-Laws. A purchaser or grantee of a Unit shall be required to pay unpaid Common Expenses assessed against his Unit prior to the acquisition by him or such Unit, except that an institutional mortgagee who acquires title to the mortgaged Unit or a purchaser at a foreclosing sale shall not be liable for unpaid assessments pertaining to said Unit and the Unit shall not be subject to a lien for the unpaid assessments applicable to the period prior to the acquisition of title to such Unit by such mortgagee or purchaser at a foreclosure sale. In the event of a foreclosure by the Association of its lien on any Unit for unpaid assessments where the proceeds of the foreclosure sale shall not be sufficient for the payment of such unpaid assessments, the unpaid balance shall be charged to all Unit Owners as Common Expense.

9. ASSOCIATION, BOARD OF DIRECTORS AND VOTING:

The Board of Trustees of the Association (sometimes referred to as "Board of Directors" or "Board") shall constitute the governing board referred to in the Act. Each Unit Owner shall automatically become and be a member of the Association so long as he continues to be a Unit Owner. Upon the termination of the interest of a Unit Owner, his membership shall thereupon automatically terminate and transfer and inure to the new Unit Owner succeeding him in interest. The aggregate number of votes for all members of the Association shall be one hundred (100), which shall be divided equally among each of the Unit Owners in the same ratio as their respective percentage undivided interest in the Common Elements as set forth in Schedule D.

10. DETERMINATION OF BOARD TO BE BINDING:

Matters of dispute or disagreement between Unit Owners or with respect to the interpretation or application of the provisions of this Master Deed or the By-Laws shall be determined by the Board of Directors, which determination shall be final and binding on all Unit Owners.

WINDHAM NORTH CONDOMINIUM ASSOCIATION HANDBOOK

11. LIMITED COMMON ELEMENTS:

Any expenses of maintenance, repair, replacement, cleaning or sanitation of the limited Common Elements, if any, (unless necessitated by the negligence, misuse or neglect of the Unit Owner), shall be part of the Common Expense of the Association.

12. PARKING FACILITIES:

The cost of maintenance, repair and replacement of all open parking facilities and garages within the Property shall be part of the Common Expenses.

13. MORTGAGING OF UNITS:

Each Unit Owner shall have the right to mortgage or encumber his Unit, provided that such mortgage or encumbrance is made to a bank, trust company, insurance company, savings and loan association, pension fund or other institutional lender, or is a purchase money mortgage made to the seller of a Unit.

14. PROPERTY TAXES, ASSESSMENTS AND CHARGES:

All property taxes, special assessments and other charges imposed by any taxing authority are to be separately assessed against and collected on each Unit as a single parcel, as provided in the Act. In the event that for any year such taxes are not separately assessed against each Unit, but are assessed against the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his proportionate undivided interest in the Common Elements.

15. UTILITIES:

Each Unit Owner shall pay for his own telephone and other utilities which are separately metered or billed to each Unit by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Elements.

16. INSURANCE:

The Board of Directors shall obtain and maintain to the extent obtainable insurance for the Property as more particularly set forth in the By-Laws.

17. DECORATING:

Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floor and ceiling which constitute the exterior boundaries of the respective Unit owned by him, and such owner shall maintain such interior services in good condition at his sole expense as may be required from time to time, and each such Owner shall have the right to decorate such interior surfaces from time to time as he may see fit at his sole expense. The cleaning or washing of the exterior surfaces of all windows forming part of a perimeter wall of a unit shall be the responsibility of the Association. The use of and the covering of the interior surfaces of such window, whether by

WINDHAM NORTH CONDOMINIUM ASSOCIATION HANDBOOK

draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Association. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decorations of such Unit caused by maintenance, repair, replacement, cleaning or sanitation work on the Common Elements by the Association, shall be furnished by the Association as part of the Common Expenses.

18. ALTERATIONS, ADDITIONS AND IMPROVEMENTS:

No Unit Owner may make any structural additions, alterations or improvements in or to his Unit or in or to the Common Elements or Limited Common Elements or impair any easements without the prior written approval of the Association and the Unit Owner or Owners for whose benefit such easements exists.

19. RESTRICTIONS ON THE USE OF UNITS:

In addition to any obligations or restrictions set forth in other provisions of this master Deed or the Certificate of Incorporation, By-Laws or the Rules and Regulations, including any amendments thereto, the following restrictions apply to the Units:

- (a) No Unit shall be used for any purpose other than as a private residential dwelling.
- (b) No Unit shall be rented for a period of less than twelve (12) months.
- (c) No Unit shall be rented or used for any hotel purposes, which shall mean any rental whereby the occupants of the Unit are provided any one or more customary hotel services, such as, but not limited to, room service for food and beverages, maid service, furnishing of laundry and linen or bellboy service.
- (d) Nothing less than an entire Unit shall be rented.
- (e) No Unit shall be leased without a written lease containing a clause making the lease subject to all applicable provisions of this Master Deed, the By-Laws and Rules and Regulations, including any amendments thereto, and further providing that the failure of a Tenant to fully comply with the terms and conditions of such documents shall constitute a default under the Lease.

In the event a Tenant of the Unit defaults under his lease by failure to comply with the provisions of the aforesaid documents, then, in addition to all other remedies which it may have, the Association shall notify the Unit Owner of such default(s) and demand that the same be cured through the Unit Owner's efforts within thirty (30) days after such notice.

If such default(s) is not cured within said thirty (30) day period, then the Unit Owner shall immediately, thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against the Tenant on account of such default(s).

In the event Unit Owner fails to fulfill the foregoing obligations, then the Association shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for

WINDHAM NORTH CONDOMINIUM ASSOCIATION HANDBOOK

the Unit Owner and at the Unit Owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Association in the same manner as the

Association is entitled to enforce election of the Common Expenses. By acceptance of a Unit Deed, each Unit owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Association as his attorney-in-fact for the purposes heretofore described in this sub-paragraph (e).

(f) No Unit shall be partitioned or sub-divided nor shall any interior partition or wall be constructed, removed or replaced by any Unit Owner, without prior written approval of the Association.

20. ENCROACHMENTS:

If any portion of the Common Elements shall actually encroach upon any Unit or if any Unit shall actually encroach upon any portions of the Common Elements, as the Common Elements and Units are shown on the Survey attached hereto as Schedule B, there shall be deemed to be mutual easements in favor of the Owners of the Common Elements and the respective Unit Owners involved to the extent of such encroachments, so long as the same shall exist.

21. REMEDIES:

In the event of any default by a Unit Owner under the provisions of the Act, Master Deed, By-Laws or rules and regulations of the Association, the Association and The Board of Directors shall have each and all of the rights and remedies which may be provided for in the Act (except as otherwise provided in the Master Deed or By-Laws), master Deed, By-Laws or said rules and regulations or which may be available at law or in equity, and may prosecute any action or other proceeding against such defaulting Unit Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such liens and the appointment of a receiver for the Unit for damages or injunction or specific performance or for judgment for payment of money and collection thereof, or for any combination of remedies, or any other relief. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum legal rate until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and the Association shall have lien for all of the same, as well as for non-payment of his respective shares of the Common Expenses, upon the Unit of such defaulting Unit Owner. In the event of any such default by any Unit Owner, the Association and the Board of Directors, and the manager or managing agent if so authorized by the Board of Directors, shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or the Board of Directors.

WINDHAM NORTH CONDOMINIUM ASSOCIATION HANDBOOK

22. MAINTENANCE, REPAIRS, REPLACEMENTS, CLEANING AND SANITATION:

Each Unit Owner shall furnish and be responsible for, at his own expense all maintenance, repairs, replacements, cleaning and sanitation within his own Unit; provided, however, that such maintenance, repairs and replacements as may be required for the bringing of water and electricity to the Unit shall be furnished by the Association as part of the Common Expenses. Maintenance, repairs, replacements and cleaning of the kitchen appliances, lighting fixtures, heating, air conditioning, ventilation and other electrical appliances and plumbing fixtures of any Unit Owner shall be at the Unit Owner's sole expense. Maintenance, repairs, replacements, and cleaning of the doors, windows, and sheetrock of the Unit shall be the Unit Owner's responsibility and shall be done at the Unit Owner's sole expense. All maintenance, repairs, and replacement of doors and windows performed by the Unit Owner shall be subject to the Board's specifications and approval. Maintenance, repairs, replacements, cleaning and sanitation of the Common Elements (including Limited Common Elements, if any, to the extent set forth in Section 11 hereof), shall be furnished by the Association as part of the Common Expenses. The Association may provide, by its rules and regulations, for ordinary maintenance, and minor repairs and replacements to be furnished to Units and charged as a Common Expense."

23. AMENDMENTS AND SUPPLEMENTS:

The provisions of the Master Deed may be amended or supplemented from time to time upon the approval of such amendment or supplement by the Association pursuant to a resolution or written consent approving such amendment or supplements adopted or given by Unit Owners owning not less than sixty percent (60%) in the aggregate of the total ownership interest in the Common Elements; provided, however, if the Act or this master Deed shall require the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or in the Master Deed, than any amendments or supplements with respect to such action shall require unanimous consent or agreement as may be provided in the Act or in this Master Deed. All amendments and supplements to this Master Deed shall be recorded in the Office of Bergen County Clerk.

24. NOTICES:

Notices provided for in the Act, Master Deed or By-Laws shall be in writing, and shall be addressed to the Association or to any Unit Owner or to the last known address of any Unit Owner on record with the Association. The Association or Board of Directors may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners at such time. Any Unit Owners may also designate a different address or addresses for notices to him by giving written notice of his change of address to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, postage prepaid, or when delivered in person with written acknowledgment of the receipt thereof, or, if addressed to a Unit Owner, when deposited in his mailbox provided, or at the door of his Unit in the Building.

WINDHAM NORTH CONDOMINIUM ASSOCIATION HANDBOOK

25. UTILITIES EASEMENT:

A valid easement does and shall continue to exist throughout the Common Elements for the purpose of installation, maintenance, repair, replacement, cleaning and sanitation 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.

26. ACCESS BY ASSOCIATION:

The Association shall have the irrevocable right, to be exercised by the Board of Directors or its duly authorized representative, to have access to each Unit from time to time with notice to the Unit Owner, during reasonable hours as may be necessary for the maintenance, repair, replacement, cleaning or sanitation of any of the Common Elements or Limited Common Elements therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Elements, the Limited Common Elements, or to another Unit or Units. The Association shall have the perpetual and non-exclusive right of access to each Unit to inspect same for discovery for or removal of violations of any provisions of this Master Deed, the By-Laws or Rules and Regulations, including any amendments thereto. In case of any emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time, or not.

27. EASEMENT FOR PUBLIC NECESSITY:

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, 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.

28. OTHER EASEMENTS:

The Condominium shall be subject to the following easements:

(a) An exclusive easement for the existence and continuance of any encroachments by the Common Elements upon any Unit(s) or any other Common Elements now existing or which may come into existence hereafter as a result of construction, repair (including repair and restoration after damage by fire or other casualty), shifting, settlement, movement of any portion of the buildings or a Common Element or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the building stands.

29. EASEMENTS OF UNIT OWNERS:

Insofar as it is consistent with the purposes, provisions and restrictions of this Master Deed, the Certificate of Incorporation, By-Laws and the Rules and Regulations, including any amendments thereto, each Unit Owner shall have the following perpetual easements:

(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

WINDHAM NORTH CONDOMINIUM ASSOCIATION HANDBOOK

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 Elements now existing or which may come into existence hereafter as a result of construction, repair, (including repair or restoration after damage by fire or other casualty), shifting, settlement, movement of any portion of the buildings or a Unit or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the buildings stand. In no event shall this provision be construed to grant an easement for any encroachment caused by the Unit Owner's negligence or intentional act.

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

(d) An exclusive easement to use and enjoy the surfaces of the main walls, (including, to the extent consistent with the other provisions of this Master Deed, any windows, doors, chimneys, or stoops therein), ceilings and floors contained within his Unit.

(e) A non-exclusive easement to use all pipes, wires, ducts, cables, conduits, public utility lines, cable and master antenna television wires and other Common Elements located in any of the other Units, or elsewhere in the Condominium and serving his Unit; and

(f) A non-exclusive easement in, over and through the Common Elements of the Condominium and to use the roads, walks and common facilities within the Condominium.

30. DEED RESTRICTIONS:

This Condominium is created and established and the respective Units thereof shall be conveyed, together with the benefits of and subject to the restrictions, declarations, covenants, easements, agreements, rights, privileges, obligations and charges granted, created, reserved and imposed by this Master Deed, the Certificate of Incorporation of Windham North Condominium Association Inc., its By-Laws, the Rules and Regulations and Schedules attached thereto and any amendments thereto.

This Condominium is also subject to the following:

(a) The provisions of the Condominium Act and any amendments thereto.

(b) The covenants, grants, easements and restrictions of record, if any, Municipal, County, State and Federal Laws or regulations governing the use of the premises; and such facts as an accurate survey and inspection of the premises may disclose. This clause shall not be deemed to revise any covenants, grants, easements or restrictions, if any, that may have expired or may have been previously eliminated.

31. COVENANTS RUNNING WITH THE LAND:

The provisions of this Master Deed, the Certificate of Incorporation, the By-Laws and rules and regulations, including any amendments thereto, and the rights and obligations established

WINDHAM NORTH CONDOMINIUM ASSOCIATION HANDBOOK

thereby, shall be deemed to be covenants running with and binding all of the land or Property included in the Condominium so long as such land or Property remains subject to the Condominium form of ownership and shall inure to the benefit of any be binding upon each and every Unit Owner, their respective successors, assigns, heirs, executors, administrators, personal representatives, grantees, mortgagees and all others claiming by, through, under or against them.

32. BLANKET MORTGAGES:

Notwithstanding any other provisions of the Condominium Act, pursuant to N.J.S.A. 46:8B-23, the entire Condominium Property or some or all of the Units included therein, (together with the undivided interests in the Common Elements and Limited Common Elements appurtenant to such Units) may be subject to a single or blanket mortgage constituting a first lien thereon created by a recorded mortgage executed by all of the Owners of The Property or Units covered thereby; and any Unit included under the lien of such mortgage may be sold or otherwise conveyed or transferred subject thereto.

The instruments creating any such mortgage shall provide a method whereby any Unit Owner may obtain a release of his Unit, (together with the undivided interest in Common Elements, if any, appurtenant thereto), from the lien of such mortgage and a satisfaction and discharge in recordable form, upon payment to the holder of the mortgage of a sum equal to the proportionate share attributable to his Unit of the then outstanding balance of unpaid principal and accrued interest and any other charges then due and unpaid. Such proportionate share attributable too each Unit shall be the proportion in which all Units then subject to the lien of the mortgage share among themselves in liability for Common Expenses as provided in this Master Deed or such other reasonable proportion as shall be specifically provided in the Mortgage instruments.

33. CONTROL OF ASSOCIATION:

The affairs of the Association shall be governed by a Board of Directors comprised of five (5) individuals, all of whom shall be elected by the members of the Association.

34. PROTECTIVE PROVISIONS FOR THE BENEFIT OF INSTITUTIONAL MORTGAGES:

Notwithstanding anything to the contrary in the Master Deed or the By-Laws or Articles of Incorporation of the Association, the following shall apply with respect to each institutional holder of a first mortgage on any unit:

- (a) The prior written approval of each institutional holder of a first mortgage lien (sometimes hereinafter called "First Mortgage") on any unit in the Condominium is required for the following:
 - (i) The abandonment or termination of the Condominium except for abandonment or termination provided by law in the case of substantial destruction by fire or other casually or in the case of a taking by condominium or eminent domain;
 - (ii) Any material amendment or supplement to the Master Deed or to the By-Laws or

WINDHAM NORTH CONDOMINIUM ASSOCIATION HANDBOOK

Articles of Incorporation, including, but not limited to any amendment which would change the percentage interests of the Unit Owners in the Condominium, except for such amendments as may be permitted pursuant to this Master Deed.

(b) No Unit in the Condominium may be partitioned or subdivided without the prior written approval of the holder of any first mortgage liens on such Unit.

(c) Any lien the Association may have on any Unit in the Condominium for the payment of Common Expense assessments attributable to such Unit is subordinate to the lien or equivalent security interest of any first mortgage on the Unit recorded prior to the date any such Common Expense assessments become due.

(d) Any institutional holder of a first mortgage on a Unit in the Condominium shall be, upon request, entitled to (i) inspect the books and records of the Condominium during normal business hours; and (ii) receive an annual financial statement of the Condominium within ninety (90) days following the end of any fiscal year of the Association, and (iii) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

(e) In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the institutional holder of any first mortgage on a Unit shall be given timely written notice by the Board of Directors of any such damage or destruction. No Unit Owner or other party shall have priority over such institutional holder with respect to the distribution to such Unit Owner of any insurance proceeds.

(f) If any Unit or portion thereof, the Common Elements or any portion thereof, or the Limited Common Elements or any portion thereof, is or are made the subject matter of any condemnation or eminent domain proceeding or is or are otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage on a Unit shall be given timely written notice by the Board of Directors of any such proceeding or proposed acquisition, and no Unit Owner or other party shall have priority over such institutional holder with respect to the distribution of the proceeds of any award or settlement resulting from such proceedings.

(g) If an institutional holder of a first mortgage on any Unit comes into possession of such Unit pursuant to the remedies provided for in such mortgage, or through foreclosure of such mortgage, or deed or assignment in lieu of foreclosure, or if a purchaser of such Unit obtains title thereto at a sale of such Unit as a result of the foreclosure of such mortgage, such holder or other purchaser at foreclosure, as the case may be, and their successors and assigns shall not be liable for, and such Unit shall not be subject to, a lien for the payment of the share of common Expenses pertaining to such Unit or chargeable to a former Owner of such Unit which became due prior to such possession or foreclosure sale, as the case may be, except for claims for a proportionate share of such unpaid Common Expenses resulting from a subsequent proportional allocation thereof among all of the remaining Unit Owners, including such holder or other purchaser at foreclosure,

WINDHAM NORTH CONDOMINIUM ASSOCIATION HANDBOOK

or their successors or assigns.

(h) Any management, employment, service or maintenance contract for the supply of equipment or material, which is directly or indirectly made by or on behalf of the association shall not be entered into for a period in excess of two years.

35. SEVERABILITY:

If any provision of the Master Deed or the By-Laws shall be held invalid, it shall not affect the validity of the remainder of the Master Deed and the By-Laws.

36. RIGHTS AND OBLIGATIONS:

The provisions of this master Deed and the By-Laws and the rights and obligations established thereby shall be deemed to be covenants running with the land, so long as the property remains subject to the provisions of the Act and shall inure to the benefit of and be binding upon each and all of the Unit Owners and their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees and mortgages. By the recording of the acceptance of a deed conveying a Unit or any interest therein, or any ownership interest in the property whatsoever, the person to whom such Unit or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of the Act.

37. RATIFICATION, CONFIRMATION AND APPROVAL OF AGREEMENTS:

The purchase of a Unit, and acceptance of the Deed therefore 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 or said agreements, or any other agreement authorized and permitted by the Act, this Master Deed and the By-Laws. Nothing contained herein, however, shall exculpate any member of the Board of Directors.

38. DECLARANTS' RIGHTS:

(a) No special rights created or reserved under this Master Deed may be transferred except by an instrument evidencing the transfer recorded in the County in which the Condominium is located. Such instrument shall not be effective unless executed by the transferee.

(b) Upon transfer of any special declarant right, the liability of such transferor is as follows:

(i) A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations imposed upon the transferor. Lack of privity does not deprive any Unit Owner of standing to bring an action to enforce any obligation of the transferor.

(ii) If a transferor retains any special declarant right, or if a successor to any special declarant right is an affiliate of a declarant, the transferor is subject to liability for all obligations and liabilities imposed on the declarant or by any declaration arising after the transfer and is jointly and severally liable with the successor for the liabilities and obligations of the successor which relate to the Condominium.

WINDHAM NORTH CONDOMINIUM ASSOCIATION HANDBOOK

(iii) Any transferor who retains no special declarant right has no liability for any act or omission or any breach of a contractual or warranty obligation arising from the exercise of a special declarant right by a successor declarant who is not an affiliate of the transferor.

(c) Unless otherwise provided in a mortgage instrument or deed of trust, the case of the foreclosure of a mortgage, sale by a trustee under a deed of trust, or sale under any bankruptcy or insolvency act or receivership proceedings, of any units owned by a declarant in the Condominium, a person acquiring title to all the Units being foreclosed or sold, but only upon his request, succeeds to all special declarant rights, or without such request, only to any rights reserved in this master Deed and Declaration to maintain models, sales offices and signs. The judgment or instrument conveying title shall provide for transfer of only the special declarant rights requested.

(d) Upon foreclosure, sale by a trustee under a deed of trust, or sale under any bankruptcy or insolvency act or receivership proceedings, of all Units in the Condominium owned by a declarant:

(i) The declarant ceases to have any special declarant rights; and

(ii) The period of declarant control terminates, unless the judgment or instrument conveying title provides for transfer of all special declarant rights to a successor declarant.

(e) The liabilities and obligations of persons who succeed to special declarant rights are as follows:

(i) A successor to any special declarant right who is an affiliate of a declarant is subject to all obligations and liabilities imposed by such declaration or by this Master Deed.

(ii) A successor to any special declarant right, other than a successor described in subparagraph (iii) below, who is not an affiliate of a declarant, is subject to all obligations and liabilities imposed upon a declarant by the Act, this Deed, or such declaration; but he is not subject to liability for misrepresentations or warranty obligations on improvements made by any previous declarant or made before the Condominium was created, or for a breach of fiduciary obligations by any previous declarant;

(iii) A successor to all special declarant rights who is not an affiliate of a declarant and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to Units under subsection (c), may declare his intention in a recorded instrument to hold those rights solely for transfer to another person. So long as a successor declarant may not exercise special declarant rights under this subparagraph, he is not subject to any liability or obligation as a declarant; but remains liable for his acts and omissions as to obligations otherwise imposed by this Master Deed.

(f) Nothing in this section subjects any successor to a special declarant right to any claims

WINDHAM NORTH CONDOMINIUM ASSOCIATION HANDBOOK

against or other obligations of a transferor declarant other than claims and obligations arising under the master Deed, or any amendment thereof or supplement thereto.

39. TERMINATION OF CONDOMINIUM:

The Condominium Property may be removed pursuant to N.J.S.A. 46:8B-26 from the provisions of the Condominium Act by a Deed of Revocation, executed by eighty (80) percent of the Unit Owners (NJ Senate Bill 2141), or the sold owner of The Property and the holders of all mortgages or other liens affecting all Units, and such Deed, when duly recorded in the same office as this Master Deed, shall have the effect set forth in N.J.S.A. 46:8B-27 and 28.

40. AMENDMENTS TO MASTER DEED AND OTHER CONDOMINIUM DOCUMENTS; POWER OR ATTORNEY:

(a) The authority to execute such additional documents or to make any modifications, changes, additional alterations or supplementation, (collectively referred to as "amendments"), to this Master Deed, the Certificate of Incorporation (to the extent permissible by its terms), By -Laws or the Rules and Regulations, as same may, from time to time, be required by any bank, mortgage banker or other institutional lender providing mortgage loans on any part or more of the subject Property; or by any governmental body or agency having regulatory jurisdiction over the Condominium; or by any title insurance company; or necessary to correct any inaccuracies, invalidities, errors, oversights, or omissions; or to update or clarify; or to set forth changes in size or location of any improvements, provided such changes to improvements are not substantial and do not materially interfere with the beneficial use and enjoyment of the Unit(s), shall be reserved exclusively to the Association.

(b) Except as otherwise set forth in sub-paragraph (a) above, this Master Deed shall be amended only by the vote of at least two-thirds (2/3) of all Unit Owners, cast in person or by proxy, at a meeting of the Unit Owners duly held in accordance with the By-Laws, provided, however, that any amendments that adversely affect the priority or validity of any first mortgage liens on any Unit conveyed hereunder, shall require the prior written consent of such mortgagees.

(c) Notwithstanding anything contained herein to the contrary, no amendment to this Master Deed shall be effective until recorded in the Office of the Clerk of Bergen County.

41. WAIVER:

No provision contained in this Master Deed, the Certificate of Incorporation, the By-Laws or the Rules and Regulations including any amendments thereto, shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

42. CAPTIONS:

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed or the intent of any provision hereof.

WINDHAM NORTH CONDOMINIUM ASSOCIATION HANDBOOK

43. USE OF MASCULINE GENDER:

The use of the masculine gender in this Master Deed, the Articles of Incorporation, the By-Laws or the Rules and Regulations, including any amendment thereto, shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

44. VALIDITY:

The invalidity of any provisions of this Master Deed, the Certificate of Incorporation, the By-Laws or the Rules and Regulations, including any amendments thereto, shall not be deemed to impair or affect in any manner, the validity, enforceability.

45. 5:26-8.2 POWERS AND DUTIES:

(a) Subject to the Master Deed, Declaration of Covenants and Restrictions or other instruments of creation, the Association may do all that is legally entitled to do under the laws applicable to its form of organization.

(b) The Association shall discharge its powers in a manner that protects and furthers the health, safety and general welfare of the residents of the community.

(c) The Association shall provide a fair and efficient procedure for the resolution of dispute between individual unit owners and the Association, and between different unit owners, that shall be readily available as an alternative to litigation.

46. HANDICAP USE:

Nothing herein shall be construed to prohibit the reasonable adaptation of any unit for handicap use.

WINDHAM NORTH CONDOMINIUM ASSOCIATION HANDBOOK

IN WITNESS WHEREOF, this Master Deed has been approved by the Windham North Condominium Association this 9th day of December, 2014, as recorded in the Minutes of the Association, as signed by the president and attested to by the Secretary.

WINDHAM NORTH CONDOMINIUM ASSOCIATION

President

Secretary

WINDHAM NORTH CONDOMINIUM ASSOCIATION HANDBOOK

SCHEDULE A

LEGAL DESCRIPTION Lot 3:3 in Block 203, Township of Wyckoff,
Bergen County, New Jersey

Beginning at a point in the Easterly right-of-way line of Windham Court North (50.00 feet wide), said point being North 21 degrees and 41 minutes and 45 seconds West, a distance of 295.59 feet from the intersection formed by the said Easterly right-of-way line of Windham Court North and the Northerly right-of-way line of Brookside Avenue (50.00 feet wide) as shown on a certain map entitled "Winton Gait Estates of Wyckoff, Final Subdivision Map, Property of Environmental Developers, Inc.", prepared by C. S. Briggs Associates, Midland Park, New Jersey and filed in the Bergen County Clerk's Office on May 8, 1978 as Map No. 7666 and running; thence,

1) Along said Easterly right-of-way line of Windham Court North, North 21 degrees and 41 minutes and 45 seconds West, a distance of 59.81 feet to a point; thence,

2) Continuing along the same, Northwesterly along a curve to the left having a radius of 50.00 feet, a central angle of 103 degrees and 21 minutes and 00 seconds, an arc length of 90.19 feet to a point; thence,

3) Departing the Northerly right-of-way line of Windham Court North, North 28 degrees and 56 minutes and 58 seconds East, a distance of 413.27 feet to a point of Township line dividing the Townships of Wyckoff and Mahwah, said point being on the Southerly line of Lot 147 in Block 173 as shown on the Tax Assessment map of the Township of Mahwah on Sheet No. 317; thence,

4) Along said Township line and Southerly lines of Lot 147 in Block 173 and Lot 3 in Block 182, North 55 degrees and 46 minutes and 20 seconds East, a distance of 440.00 feet to a point; thence,

5) Along said Township line and Southerly line of Lot 3 in Block 182, North 77 degrees and 21 minutes and 50 seconds East, a distance of 104.70 feet to a point; thence,

6) Continuing along the same, South 42 degrees and 05 minutes, and 10 seconds East, a distance of 27.50 feet to a point; thence,

7) Continuing along the same, South 80 degrees and 41 minutes and 10 seconds East, a distance of 41.43 feet to a point; thence,

8) Continuing along the same, North 52 degrees and 52 minutes and 50 seconds East, a distance of 173.84 feet to a point at the Northwesterly corner of Lot 8 in Block 203, Township of Wyckoff; thence,

9) Departing said Township line along the Westerly lines of Lots 8 through 6 in Block 203, Township of Wyckoff, South 25 degrees and 10 minutes and 28 seconds East, a distance of 412.88 feet to a point; thence,

10) Departing the Westerly line of Lot 6 in Block 203 along the Northerly lines of Lots 26 through 19 in Block 203, South 66 degrees and 15 minutes and 15 seconds West, a distance of 1,029.19 feet to the point or place of beginning.

Containing 374,611 square feet or 8.600 acres.

Also known and designated as Lot 3:3 in Block 203 on a certain Map entitled, "Final Subdivision Map, Property of Van Han Realty", prepared by C. S. Briggs Associates, Midland Park, New Jersey and filed in the Bergen County Clerk's Office on December 1, 1983 as Map No. 8198.

WINDHAM NORTH CONDOMINIUM ASSOCIATION HANDBOOK

SCHEDULE B AND C

Schedule B consisted of the plot plan of all Windham North Residences. Block 203 Lot 3:3

Schedule C consisted of the floor plans and the front elevation of both the "A" and "B" models.

WINDHAM NORTH CONDOMINIUM ASSOCIATION HANDBOOK

SCHEDULE D

PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND VOTING RIGHTS

<u>Unit</u>	<u>Percent of Ownership</u>	<u>Votes</u>
402	3.333	3.333
404	3.333	3.333
406	3.333	3.333
410	3.333	3.333
412	3.333	3.333
414	3.333	3.333
418	3.333	3.333
420	3.333	3.333
422	3.333	3.333
423	3.333	3.333
425	3.333	3.333
426	3.333	3.333
427	3.333	3.333
428	3.333	3.333
429	3.333	3.333
430	3.333	3.333
433	3.333	3.333
434	3.333	3.333
435	3.333	3.333
436	3.333	3.333
437	3.333	3.333
438	3.333	3.333
441	3.333	3.333
443	3.333	3.333
445	3.333	3.333
447	3.333	3.333
451	3.333	3.333
453	3.333	3.333
455	3.333	3.333
457	3.333	3.333