

Cape May County Document Summary Sheet

CAPE MAY COUNTY CLERK PO BOX 5000 7 NORTH MAIN STREET CAPE MAY COURT HOUSE NJ 08210-5000	Return Name and Address Freedom Title 618 West Avenue, Suite 201 Ocean City, NJ 08226
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Official Use Only

Submitting Company	Freedom Title - OC06453
Document Date (mm/dd/yyyy)	January 26, 2022
Document Type	Master Deed
No. of Pages of the Original Signed Document (including the cover sheet)	19 + mylars
Consideration Amount (if applicable)	

19
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First Party (Grantor or Mortgagor or Assignor) (Enter up to five names)	NAME(S) (Last Name First Name Middle Initial Suffix) OR (Company Name)	Address (Optional)
	10 th & Asbury, LLC	
Second Party (Grantee or Mortgagee or Assignee) (Enter up to five names)	NAME(S) (Last Name First Name Middle Initial Suffix) OR (Company Name)	Address (Optional)

Parcel Information (Enter up to three entries)	Municipality	Block	Lot	Qualifier	Property Address
	Ocean City	1005	15.01		1000 Asbury Avenue

Reference Information (Enter up to three entries)	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date

*DO NOT REMOVE THIS PAGE.
 COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF CAPE MAY COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.

6453

Prepared by:

Avery S. Teitler, Esquire

MASTER DEED OF DECLARATION

OF

1000 ASBURY AVENUE CONDOMINIUM

THIS MASTER DEED is made this 26 day of January, ²⁰²² ~~2021~~, by 10th & Asbury, LLC, 150 Rugby Place, Woodbury, New Jersey 08096 (hereinafter referred to as the "Developer" or "Grantor") in which it declares to its grantees, heirs, successors and assigns and to any third parties acquiring any interest in and to any part of the real property described herein as follows:

DEFINITIONS

Certain terms used in this Master Deed shall have the meaning as set forth hereinafter and in the "Condominium Act" of the State of New Jersey, N.J.S.A. 46:8B-1, et seq. (hereinafter, the "Act"), as it may be amended from time to time:

1. "Assigns" means any person to whom rights of a Unit Owner have been validly transferred by lease, mortgage or otherwise.
2. "Association" means the entity responsible for the administration of the Condominium, which entity may be incorporated or unincorporated.
3. "By-laws" or "Bylaws" means the governing regulations adopted for the administration and management of the Condominium.
4. "Common Elements" means: (i) the land described in the Master Deed; (ii) as to any improvements, the foundations, structural and bearing parts, supports, main walls, roofs, basements, halls, corridors, lobbies, stairways, elevators, entrances, exits and other means of access, excluding any specifically reserved or limited to a particular Unit or group of Units; (iii) yards, gardens, walkways, parking areas and driveways, excluding any specifically reserved or limited to a particular Unit or group of Units; (iv) portions of the land or any improvement or appurtenance reserved exclusively for the management, operation or maintenance of the Common Elements or of the Condominium Property; (v) installations of all central services and utilities; (vi) all apparatus and installations existing or intended for common use; (vii) all other elements of any improvement necessary or convenient to the existence, management, operation, maintenance and safety of the Condominium Property or normally in common use; and (viii) such other elements and facilities as are designated in the Master Deed as Common Elements. For insurance purposes only, and in accordance with current insurance policies in force on the Property, the following definition shall apply: Building includes all Common and Limited Common Elements. It also includes installed fixtures, interior walls, alterations, appliances and additions, including those within a portion of the premises used exclusively by an individual Unit Owner, installed items including carpeting, domestic appliances, wall coverings, cabinetry and plumbing fixtures. Building does not include cloth awnings or window air conditioners.

5. "Common Expenses" means expenses for which the Unit Owners are proportionately liable, including but not limited to: (i) all expenses of administration, maintenance, repair and replacement of the Common Elements; (ii) expenses agreed upon as common by all Unit Owners; and (iii) expenses declared common by provisions of the Act or by the Master Deed or by the Bylaws.
6. "Common Receipts" means: (i) rent and other charges derived from leasing or licensing the use of Common Elements; (ii) funds collected from Unit Owners as Common Expenses or otherwise; and (iii) receipts designated as common by the provisions of the Act or by the Master Deed or the Bylaws.
7. "Common Surplus" means the excess of all Common Receipts over all Common Expenses.
8. "Condominium" means the form of ownership of Real Property under a Master Deed providing for ownership by one or more owners of Units of improvements together with an undivided interest in Common Elements appurtenant to each such Unit.
9. "Condominium Property" or "Property" or "Premises" means the land covered by the Master Deed, whether or not contiguous and all improvements thereon, all owned either in fee simple or under lease, and all easements, rights and appurtenances belonging thereto or intended for the benefit thereof.
10. "Developer" means the person or persons who create a Condominium or lease, sell or offer to lease or sell a Condominium or Units of a Condominium in the ordinary course of business, but does not include an owner or lessee of a Unit who has acquired the Unit for their own occupancy.
11. "Limited Common Elements" means those Common Elements which are for the use of one or more specified Units to the exclusion of other Units.
12. "Majority" or "Majority of the Unit Owners" means the owners of more than 50% of the aggregate in interest of the undivided ownership of the Common Elements as specified in the Master Deed. If a different percentage of Unit Owners is required to be determined under the Act or under the Master Deed or By-laws for any purpose, such different percentage of Owners shall mean the Owners of an equal percentage of the aggregate in interest of the undivided ownership of the Common Elements as so specified.
13. "Master Deed" means the Master Deed recorded under the terms of Section 8 of the Act, as such Master Deed may be amended or supplemented from time to time, being the instrument by which the Owner in fee simple or lessee of the Property submits it to the provisions of the Act.
14. "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.
15. "Unit" means a part of the Condominium Property designed or intended for any type of independent use, having a direct exit to a public street or way or to a Common Element or Common Elements leading to a public street or way or to an easement or right of way leading to a public street or way, and includes the proportionate undivided interest in the Common Elements and in any Limited Common Elements assigned thereto in the Master Deed or any amendment thereof.

16. "Unit Deed" means a Deed of conveyance of a Unit in recordable form.

17. "Unit Owner" means the person or persons owning a Unit in fee simple.

A. **SUBMISSION TO CONDOMINIUM OWNERSHIP:** The purpose of this Master Deed is to submit the Property herein described and the improvements to be constructed thereon pursuant to the Act. The Property shall, after date of recording of this Master Deed, be subject to each and every provision of the Act and each provision of the Master Deed. Unit Owners shall own their Units in "fee simple".

B. **NAME AND ADDRESS:** the Developer herein is in possession of two (2) separate and distinct living Units and one (1) commercial unit in a single building known as **1000 ASBURY AVENUE CONDOMINIUM**. The street address of the Units shall be as follows:

First Floor: 1000 Asbury Avenue, Unit 1, Ocean City, New Jersey

Second Floor: 1000 Asbury Avenue, Unit 2, Ocean City, New Jersey

Third Floor: 1000 Asbury Avenue, Unit 3, Ocean City, New Jersey

C. **LEGAL DESCRIPTION:** The Property being submitted to the provisions of the Act is in the City of Ocean City, County of Cape May and State of New Jersey, and is more particularly described as follows:

"SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT A"

D. **SURVEYOR'S PLAN:** A Plan of Survey showing Common Elements and Unit locations was prepared by Paul Koelling & Associates, LLC, which Plan of Survey bears the seal of the said Surveyor registered to do business in the State of New Jersey, a true copy of which Plan of Survey is attached hereto, made part hereof and marked as "Exhibit B".

E. **DESCRIPTION OF UNITS:** Each Unit is comprised of that part of the Condominium Property designated for the independent use of each individual Unit Owner and is identified on the Plan by letter or number designation; each Unit is listed in Paragraph G below. Each Unit is intended to contain all space within the area bounded by the interior surface of the perimeter walls of each Unit and the floor and the ceiling of each Unit as follows:

BOTTOM: The bottom is an imaginary horizontal plane through the lowest point of the exterior surface of each portion of subfloor within the Unit, and extending in every direction to the point where it closes with a side of such Unit.

TOP: The top of each Unit is an imaginary plane along and coincident with the unfinished and unexposed surface of the gypsum board or other material which forms the uppermost ceiling of the Unit and extending in every direction to the point where it closes with every side of such Unit. The Units shall specifically include any accessible attic area located beneath the exterior roof.

SIDES: The sides of each Unit are imaginary vertical planes along and coincident with the innermost surface of the gypsum board or other material which forms the perimeter walls. Where no walls exist, the side is an imaginary vertical plane along and coincident with the exterior surface of the windows or doors located on the perimeter of such Unit. The sides of each Unit are bounded by the bottom and top of the Unit.

Each Unit also includes all built-in appliances, fixtures, doors, windows, interior walls and partitions, gypsum board and/or other facing material on the walls and ceilings thereof, the inner decorated and/or finished surface of the floors (including all flooring tile, ceramic tile, finished

flooring, carpeting and padding), and all other improvements located within such Unit described, which are exclusively appurtenant to such Units, although all or part thereof may not be located within the Unit and shall include, but not limited to the following individual appurtenances to the extent that same serve each individual Unit only and not any other Unit or, any portion of the Common Elements:

1. So much of the common heating, plumbing and ventilating systems as extends from the interior surface of the walls, floor or ceilings into the Unit;
2. Hot water heater;
3. All electrical wires which extend from the interior surface of walls, floors or ceilings into the Units and all fixtures, switches, outlets and circuit breakers;
4. All master antenna wiring which extends from the interior surface of the walls, floors, or ceilings into the Unit;
5. All utility meters not owned by the public utility agency supplying the service;
6. All equipment, appliances, machinery, mechanical or other systems which serve the Unit exclusively whether or not same are located within or without the Unit.

F. COMMON ELEMENTS: The following are the Common Elements of the Condominium:

1. Limited Common Elements. Certain Common Elements, known hereafter as the Limited Common Elements, are subject to exclusive easement in favor of a particular Unit and shall be appurtenant to (that is, attached to or considered as part of) that Unit. The Limited Common Elements appurtenant to each particular Unit are designated on Exhibit B. The Limited Common Elements are as follows:
 - a. Porches, decks, walkways and access stairways to each Unit as set forth on Exhibit B shall constitute a Limited Common Element subject to an exclusive easement for the exclusive use of the Owner of each such Unit. The maintenance and repair of the same shall be the responsibility of each Unit Owner acting on behalf of the Association and shall not be a Common Expense with the exception of those portions providing load bearing support to the common structure, the maintenance of repair of which shall be a Common Expense.
 - b. Driveways, garages, outside showers & off-street parking spaces, as assigned to each Unit and as shown on Exhibit B, shall constitute a Limited Common Element subject to an exclusive easement for the exclusive use of the Owner of each such Unit. The maintenance or repair of same shall be the responsibility of each Unit Owner acting on behalf of the Association and shall not be a Common Expense (except as specifically provided for in Paragraph N as to structural portions of the building).
 - c. Any other portion of the Premises designated as a Limited Common Element on Exhibit B.

Each Unit Owner shall be responsible for the removal of snow, ice, sand, and trash from any Limited Common Element appurtenant to his, her or its Unit, and for the cleaning, maintenance, repair and replacement of the same, which shall not be a Common Expense. Each Unit Owner's right to use his, her or its Limited Common Elements shall be appurtenant to his, her or its Unit and shall cease and terminate upon conveyance of title to such Unit.

2. Unrestricted Common Elements: All appurtenances, facilities and other items which are not part of the Units hereinbefore described in Paragraph F and which are not part of the Limited Common Elements subject to exclusive easement in favor of a particular Unit and appurtenant to that Unit, shall be Common Elements for the use and enjoyment of all Unit Owners as shown on Exhibit B. The Association shall be responsible for the removal of snow, ice, sand, and trash from any Common Element, and for the maintenance and repair of the same, which shall be a Common Expense.

G. INTEREST IN COMMON ELEMENTS: The Schedule set forth below lists the

respective proportionate undivided interest in Common Elements to be held by each Owner of each Unit as designated by the respective letter-number on the Plan:

<u>UNIT</u> <u>NUMBER</u>	<u>INTEREST IN</u> <u>COMMON ELEMENTS</u>
1	33.34%
2	33.33%
3	33.33%

H. VOTING RIGHTS: The voting rights of each Unit Owner are set forth in Paragraph IV of the By-Laws.

I. BY-LAWS: There is enclosed herein, marked as Exhibit C, the By-Laws of the 1000 ASBURY AVENUE CONDOMINIUM ASSOCIATION incorporated by reference.

J. AMENDMENT: This Master Deed may be amended or supplemented by the 1000 ASBURY AVENUE CONDOMINIUM ASSOCIATION in accordance with the procedures set forth in Paragraph IX of the By-Laws; provided, however, that any such amendment shall not be contrary to the procedures set forth in the Act; and provided further that no such amendment shall be contrary to, or in violation of, any provision of any agreement which the Developer or individual Unit Owner may have entered into prior to the time of said amendment with third party lenders for the purpose of securing loans on any portion of the Property described herein including any individual Unit. Any amendment to this Master Deed shall be recorded in the same office as this Master Deed before it.

K. ASSOCIATION: The 1000 ASBURY AVENUE CONDOMINIUM ASSOCIATION is an unincorporated Association, and it is the entity responsible for the administration and management of the Condominium. Avery S. Teitler, Esq., 618 West Avenue, Suite 201, Ocean City, New Jersey 08226, shall serve as the agent responsible for service of process upon the Association.

L. COMMON EXPENSES: Common Expenses, as defined by the Act, shall be assessed and divided among the Unit Owners in accordance with the percentages set forth in Paragraph G. The specific manner of sharing Common Expenses is set forth in detail in Paragraph VII of the By-Laws. Common Surplus, as defined by the Act, if any, shall be divided and distributed to each Unit Owner in accordance with the percentages set forth in Paragraph G.

M. BUILDING ALTERATIONS: There shall be no alteration or improvement of the Property without the prior written approval of the Association; provided, however, that the Developer reserves the right to change the interior design and arrangement of any Unit and the boundaries between the Units so long as the Developer maintains title to the Units being altered; any such change shall be reflected by an amendment of this Master Deed, which may be executed by the Developer alone, notwithstanding the procedures for regular amendments set forth in Paragraph J. No change or improvement may be made to the exterior of the building, windows, siding, trim, decks or roofing materials, unless all such changes or improvements maintain the architectural integrity and design of the building and are compatible between the two Units. No Unit Owner shall be permitted to paint, side, face, stucco, trim, embellish or decorate any exterior portion of their Unit or Limited Common Elements appurtenant to their Unit, other than in a manner that is approved by the Association.

N. MAINTENANCE AND REPAIR: Except as provided in Paragraph F, the Association, at its expense, shall be responsible for the cleaning, maintenance, repair and any required replacement of the Common Elements, as defined by the Act, which include, without being limited to, the external walls, roof, conduits, fencing, sidewalk, landscaping, and so much of the plumbing, electrical and heating systems as are not part of the Units, and any and all improvements or structures permitted to be constructed on the Property under the Zoning Laws of

the City of Ocean City and the Municipal Land Use Law, N.J.S.A. 40:55D-1, et seq. Casualty damage to any part of the Common Elements shall be the responsibility of the Association to clean, maintain, replace or repair, and any such cleaning, maintenance, replacement or repair shall be effected in a reasonably timely manner regardless of whether the damage may affect less than all of the Units. Individual Unit Owners shall be responsible, at their expense, for the cleaning, maintenance, repair and replacement of all portions of their individual Units as defined by the Act, which responsibility shall include, but not be limited to, the maintenance and repair of the inside of all walls forming or dividing each Condominium Unit, plumbing systems, electrical systems, windows, etc. within each Unit and for the repair of any Limited Common Elements if so designated in Paragraph F. Each Unit Owner will be required to discharge their responsibilities in this regard in such manner as not to unreasonably disturb other Unit Owners and any such repairs which constitute a disturbance to the other Unit Owners, or create any unattractive general appearance of the exterior of the building shall be completed in a timely manner.

O. INSURANCE: The Association shall obtain and maintain at all times insurance of the type and kind and in sufficient amounts, including insurance for such other risks of a similar and dissimilar nature, as are or shall hereafter customarily be covered with respect to other condominium projects similar in construction, design, and use, which insurance shall be governed by the following provisions:

1. All policies shall be written with a company licenced to do business in the State of New Jersey, and being a reputable and upstanding company of high rating.
2. Exclusive authority to adjust losses under policies hereafter in force in the project shall be vested in the Association.
3. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by the individual Unit Owners or their mortgagees.
4. The insurance coverage to be purchased by the Association shall be complete comprehensive coverage, including both personal liability and casualty, and said coverage will extend to all areas of the building not owned by the Unit Owners. Said insurance shall include, but not be limited to, losses occasioned by fire, in a minimum amount of one hundred (100%) percent replacement cost for the structure, and, at no time shall the amount of said loss insurance be permitted to fall below one hundred (100%) percent of the value of replacement costs for the structure, and comprehensive liability insurance in a minimum amount of \$1,000,000.00, said policy limits being reviewed annually to insure that said limits are sufficient full insurance coverage and to revise said policy limits from time to time as may be necessary. In the event a Unit Owner must "over insure" the structure portions of the Common Elements so as to satisfy the terms of any mortgagee holding a mortgage on his/her/their particular Unit, that Unit Owner shall be responsible for paying the portion of the insurance premium which is solely attributable to any excess amounts required by his/her/their mortgage over and above those amounts necessary to cover replacement cost of the structural portions of the Common Elements. In the event a loss should occur and as a result of that loss a mortgagee insists that insurance proceeds be paid to that mortgagee as opposed to being used to repair or replace the condominium structure, the Unit Owners(s) whose mortgage(s) is/are satisfied as a result of any such insurance payments to a mortgagee shall be responsible to the Association to contribute his/her/their pro rata share of those funds necessary to repair or replace the Common Elements or terminate the condominium regime, it being the purpose of this clause to insure that any Unit Owner contributing his/her/their pro rata share for insurance coverage on the building shall not be deprived of any insurance proceeds paid on account of a loss of the structure because of the presence of a mortgagee on another Unit Owner's Unit when said mortgagee refuses to cooperate with the Association to aid in the repair, replacement or termination of the Condominium.
5. Each Unit Owner may obtain additional insurance at his/her/their own expense to cover personal liability and casualty which may occur in or about the premises described in the

Unit Deed, and including that portion of the Common Elements over which the Unit Owner has an exclusive easement as defined and enumerated herein. Nevertheless, no Unit Owner shall be entitled to exercise his/her/their right to maintain insurance coverage in such a way as to decrease the amount which the Association on behalf of the Unit Owners may realize under any insurance policy which the Association may have in force on the project at any particular time.

6. The Association intends to insure all building items permanently attached to a Unit at the time of the Unit purchase, and for insurance purposes only, the word building shall be defined as including all Common and Limited Common Elements, as well as installed fixtures, interior walls and wall coverings, doors and windows, domestic appliances, carpeting and finished flooring, cabinetry and plumbing fixtures within each Unit, as well as any alterations and additions including those within a portion of the Premises used exclusively by an individual Unit Owner, excluding cloth awnings and window air conditioners.

7. For insurance purposes only, the Unit Owner insurance, HO-6, is primarily up to the Association's (Master policy's) deductible. All Unit Owners affected by a loss will be proportionately responsible for the Association's (Master Policy's) deductible. All Unit Owners will be proportionately responsible for damage to Common and Limited Common Elements if the loss emanates from the exterior of the building.

P. **TAXES:** All property taxes, special assessments and other charges imposed by any taxing authority shall be separately assessed against and collected on each Unit as a separate parcel and not on the Condominium Property as a whole as provided by Section 46:8B-19 of the Act.

Q. **RULES AND REGULATIONS:** The following rules and regulations which constitute restrictions and covenants of record shall continue in existence until such time as such rules and regulations are properly amended or supplemented by the Association in whole or in part in accordance with provisions set forth in the By-Laws to be formulated by **1000 ASBURY AVENUE CONDOMINIUM ASSOCIATION:**

1. Units 2 & 3 shall be used for residential use only. No commercial activity of any kind is permitted within these Unit or upon the Limited Common Elements appurtenant to these Units. Unit A shall be used for commercial use only.

2. Notwithstanding the above, Units 2 & 3 may be leased for residential purposes only (for a minimum period of seven (7) days); provided, however, that the right is hereby given to the Association to enact and enforce more specific rules and regulations with regard to the leasing or subleasing of the Units in order to promote the general welfare and enjoyment of all Unit Owners.

3. No nuisance of any kind may be carried on by any Unit Owner, guest, tenant or other occupant of any Unit, within any Unit or upon the Common Elements or Limited Common Elements. "Nuisance" shall include, but is not limited to the following: any noise that can be heard outside any Unit; the display of any signs, posters, banners, billboards or placards not otherwise authorized by City Ordinance or by the Association; blocking of driveways, sidewalks, paths, stairways or decks, so as to create a fire or safety hazard, or so as to impede ingress or egress to any Unit, Common Element or Limited Common Element; the accumulation of trash, garbage or recyclable materials in anything other than a covered and secured container for a period of more than six (6) days; the use or storage of any hazardous or noxious substance on any portion of the Premises; causing, creating or allowing to continue any disturbance to the peaceful and quiet use and enjoyment of the Premises; or material and immoral, improper, offensive or unlawful use or activity, as defined by the Ordinances of the City of Ocean City or by the Laws of the State of New Jersey, upon or within any Unit, Common Element or Limited Common Element. The Association is hereby granted the right to enact and enforce more specific rules pertaining to personal conduct, and may require that a copy of these rules and regulations, and such

other rules as may be enacted from time to time, shall be posted in each Unit.

4. No Unit Owner may change, alter, construct or erect any structure or improvement within the Common Elements without the prior written consent of the Association.

5. Pets may be kept at any time in any Unit or by any persons while occupying any Unit in the Condominium. Pets shall be restricted at all times to the Unit or to the Limited Common Elements appurtenant to that Unit. Pet owners shall be responsible to remove any waste caused by the pet, and to repair or replace any damage caused by the pet or the keeping of the pet. Pet owners shall assure that no pet constitutes a nuisance, as defined above in Paragraph 3 of this Section.

6. No Unit Owner may place or store any machinery, equipment, supplies, or materials within the Common Elements without the prior written consent of the Association. This restriction shall include, but is not limited to: athletic equipment, including bicycles, trampolines, surfboards, nets, balls, and the like; swing sets, sliding boards, sandboxes, jungle gyms, forts, playhouses, wagons, or other outdoor play equipment; gas grills, barbecue grills, or open fire pits; lawn furniture; and beach chairs, towels, blankets, or other beach equipment.

7. Each residential Unit Owner shall be permitted to park three (3) cars in the off-street parking area specifically designated for each Unit. No automobile, motorcycle or motor scooter, moped, personal watercraft, or boat may be parked or stored in any portion of the Common Elements, or within any portion of the Limited Common Elements other than the area specifically designated on Exhibit B for off-street parking. This provision is specifically intended to prohibit parking or storage of any of the above vehicles or any other vehicle on any portion of the grass, landscaping, walkways or sidewalks appurtenant to the Premises.

8. Unit Owners shall maintain a minimum temperature of 55 degrees in their Units from November 1 to April 30 of each year, or must enter into a written agreement providing for other arrangements for winterization of the Premises and Units so as to prevent damage to pipes and structures from freezing conditions. Notwithstanding the above, the soffits in the garage are supplying sprinkler water lines for fire protection. Duct work shall be installed to supply heat directly into the soffit to prevent water lines from freezing. A duct from each respective Unit shall be installed to prevent the respective fire suppression line from freezing. The common stairwell has its own electrical service panel. A wall mounted electric heater will be installed in the stairwell to prevent fire suppression line in the common stairwell from freezing. Low temperature sensors shall be installed in the common hallway and soffits in each garage to be activated if the temperature drops below 40 degrees. The sensors shall be connected to fire alarm system that is connected with a 24 hours central monitoring system.

R. TERMINATION: This Master Deed may be terminated by a Deed of Revocation duly executed by all Unit Owners, along with the holders of any Mortgage or other liens affecting the Units. This Deed of Revocation is to be duly recorded in the same office where the Master Deed is on record in accordance with the procedure set forth in the Act. This Master Deed may also be terminated by substantial destruction of all of the Units and the decision of the Association not to rebuild.

S. PROTECTIVE PROVISIONS FOR THE BENEFIT OF AN INSTITUTIONAL LENDER: Notwithstanding anything to the contrary in this Master Deed or By-Laws, the following shall apply with respect to each Institutional Lender which shall be defined as any Bank, Savings and Loan or other financial institution or individual, holding a first Mortgage lien on any Unit.

1. The prior written approval of each Institutional Lender is required for the following events:

a. The abandonment or termination of the Condominium except for abandonment or termination provided by law in the case of substantial destruction by fire, flood, storm or other casualty or in the case of taking by condemnation or eminent domain;

b. Any material amendment to the Master Deed or to the By-Laws, including, but not limited to any amendment which would change the percentage interest of the Unit Owners in the Common Elements.

2. No Unit in the Condominium may be partitioned or subdivided without the proper written approval of any Institutional Lender holding a lien on such Unit.

3. Any lien the Association may have on any Unit in the Condominium for the payment of Common Expense assessments attributable to each Unit is subordinate to the lien or equivalent security interest of any Mortgage on the Unit recorded prior to the date any such Common Expense assessment became due.

4. Any Institutional Lender shall upon written request, (i) be permitted to inspect the books and records of the Association during normal business hours; (ii) receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association; (iii) receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings; such representative shall not have a vote in any business of the Association, unless the Lender has become a lender-in-possession by reason of judicial foreclosure or the court appointment of a rent receiver for the Unit; and (iv) receive written notice of any default in the payment of any Common Expense assessment which is more than thirty (30) days in arrears, provided said Institutional Lender holds a Mortgage lien on the Unit; (v) have the right to pay any Common Expense assessment on behalf of the Unit Owner; the failure to exercise this right shall not constitute a waiver of the right, and the Lender shall not be obligated to make such payment.

5. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, any Institutional Lender which may be affected shall be entitled to timely written notice of any such damage or destruction. No Unit Owner or other party shall have priority over such Institutional Lender with respect to the distribution to any such Unit of any insurance proceeds.

6. If any Unit or portion thereof, or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the Institutional Lender holding a Mortgage on the Unit(s) shall be entitled to timely written notice of any such proceeding or proposed acquisition and no Unit Owner or other party shall have priority over such Institutional Lender with respect to the distribution to such Unit(s) of the proceeds of any award or settlement.

7. Any Institutional Lender who holds a Mortgage lien on a Unit who obtains title to the Unit as a result of foreclosure, or any purchaser in a foreclosure sale, or their respective successors and assigns, is not liable for the share of Common Expenses or other assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner which became due prior to the acquisition of title. Such unpaid share of Common Expenses and other assessments shall be deemed to be Common Expenses collectible from all of the remaining Unit Owners, including such acquirer, or their successors and assigns.

8. Notwithstanding the absence of any express provision to such effect in the Mortgage instrument, in the event that there is any default in the payment of any installment of a Common Expense assessment with respect to any Unit, either regular or special, any Institutional Lender holding a Mortgage lien which encumbers such Unit shall be entitled to declare such Mortgage in default in the same manner that is permitted by such Mortgage with respect to any default in the payment of real estate taxes.

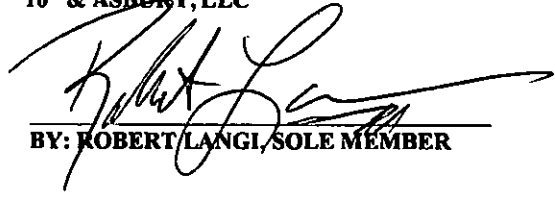
T. ACCESS, MAINTENANCE AND UTILITY EASEMENT: A valid easement does and shall continue to exist from and to each Unit Owner and to the Association throughout the Units

and all Common and Limited Common Elements for the purpose of the installation, maintenance, repair and replacement of all water, sewer, power and telephone pipes, lines, mains, conduits, poles, transformers, septic systems and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility, heating or cooling system and for maintenance and repair of the Units, Limited Common Elements and Common Elements and for the purpose of ingress and egress to the Units.

IN WITNESS WHEREOF, the Developer has executed this Master Deed on this
day of JAN 26 2022 2021.

Signed, Sealed and Delivered
in the presence of
or Attested by:

10th & ASBURY, LLC


BY: ROBERT LANGI, SOLE MEMBER

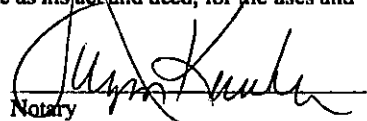
Witness

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
: ss.
COUNTY OF Gloucester :

JAN 26 2022

BE IT REMEMBERED, that on this _____ day of _____, 2021, before me, the subscriber, personally appeared ROBERT LANGI, SOLE MEMBER of 10th & ASBURY, LLC, who I am satisfied is the person named in and who executed the within instrument, and thereupon acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.


Notary

JOYCE M. KIRSCHNER
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APR. 20, 2023

**EXHIBIT A
LEGAL DESCRIPTION**

PAUL KOELLING & ASSOCIATES, LLC

Professional Land Surveying
Certificate of Authorization #24GA28256300
2161 Shore Road, Linwood, New Jersey 08221
Phone: (609) 927-0279

January 26, 2022

Description of a certain tract or parcel of land situate in the City of Ocean City, County of Cape May, State of New Jersey, being designated as Lot 15.01 in Block 1005 on the current official tax map and being more particularly described as follows:

BEGINNING at the intersection of the Southerly line of Tenth Street (60' wide) with the Westerly line of Asbury Avenue (65' wide), and thence running;

1. South 47 degrees 30 minutes West along said line of Asbury Avenue, a distance of 60.00' to the division line between Lots 15.01 & 15.02 in Block 1005; thence
2. North 42 degrees 30 minutes West along last mentioned division line and parallel with Tenth Street, a distance of 100.00' to the Easterly line of an Alley (15' wide); thence
3. North 47 degrees 30 minutes East along said line of Alley, a distance of 60.00' to the aforementioned Southerly line of Tenth Street; thence
4. South 42 degrees 30 minutes East along Tenth Street, a distance of 100.00' to the point and Place of **BEGINNING**.

Being Lot 15.02 in Block 1005 on plan entitled, "Minor Subdivision, Lot 15, Block 1005" filed in the Cape May County Clerk's office on May 2, 2019 as File #13263

Containing an area of 6,000 square feet.

Being #1000 Asbury Avenue, Ocean City, NJ 08226

Described in accordance with survey performed by Paul M. Koelling, PLS dated January 26, 2022.

Prepared by:



Paul Koelling, PLS NJ Lic. #43288

**EXHIBIT B
PLAN OF SURVEY**

LEGEND

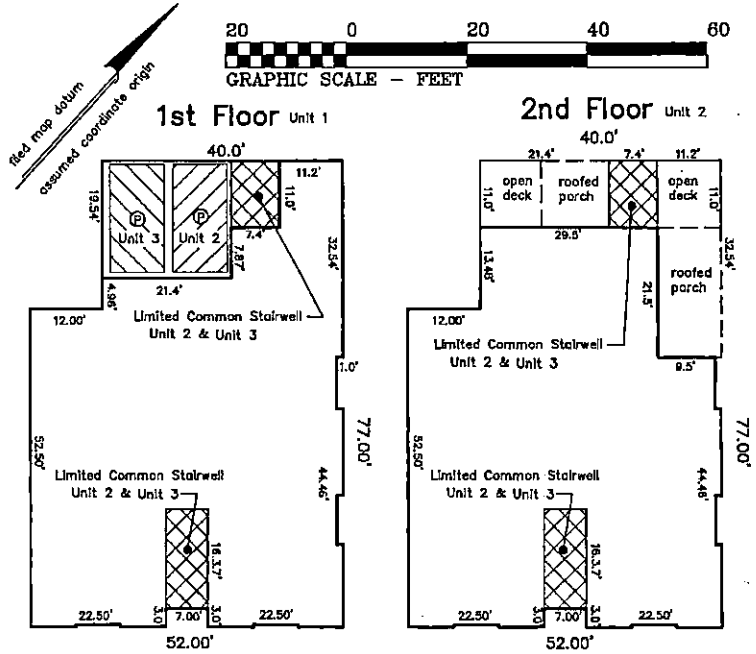
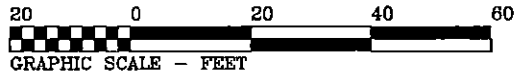
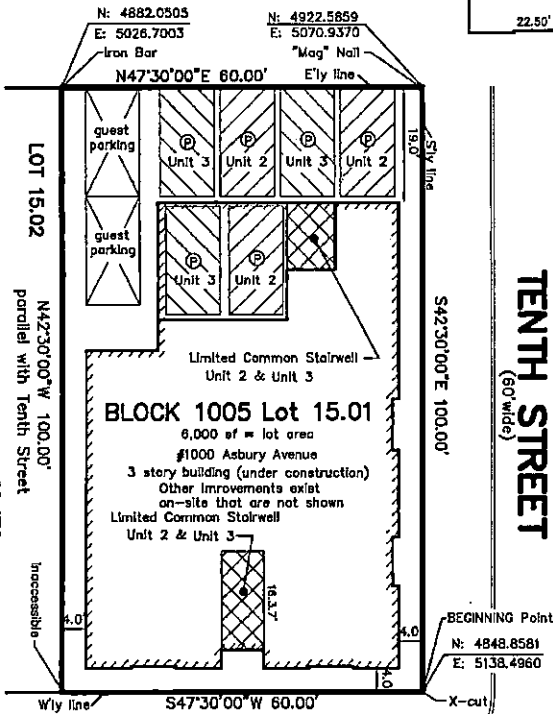
UNIT 1 - 1st Floor (33.34% of total UNIT area)
 UNIT 2 - 2nd Floor (33.33% of total UNIT area)
 UNIT 3 - 3rd Floor (33.33% of total UNIT area)

- = Unit
- = Limited Common Area exclusive to Unit 1 (1st Floor)
- = Limited Common Area exclusive to Unit 2 (2nd Floor)
- = Limited Common Area exclusive to Unit 3 (3rd Floor)

NOTE: All other exterior areas that are NOT designated as Unit Area or Limited Common Elements are Common Elements
 NOTE: All UNIT areas are calculated using interior and exterior measurements and are estimates only

Being Lot 15.02 in Block 1005 on plan entitled, "Minor Subdivision, Lot 15, Block 1005" filed in the Cape May County Clerk's office on May 2, 2019 as File #13253

OVERALL PLAN ALLEY (15' wide)



ASBURY AVENUE (65' wide)

GENERAL NOTES:

Offsets are shown only for checking compliance with deed restrictions and zoning regulations. Offsets shall not be used for any other purpose. Surveyor shall not have any responsibility or liability if the offsets shown are used other than as intended.

This property is subject to any documents of record, either recorded or unrecorded, including easements, encroachments, property line agreements or other conditions unknown to the surveyor are not shown. Surveyor reserves the right to modify this survey should any such information become available.

Surveyor's signature and embossed seal signify that this survey was prepared in accordance with the current regulations adopted by the New Jersey State Board of Professional Engineers and Land Surveyors. Only signed and sealed copies of this survey shall be considered as true copies.

The illustration of riparian claims or regulated wetlands affecting subject property, if any, are not included as a part of surveyor's contract. Surveyor reserves the right to modify this survey should client specifically request these additional services.

This survey has been prepared only for the use of the named parties. Surveyor shall not have any responsibility or liability should this survey be used for resale of property, for use with survey affidavits, or for use by any other person or entity not specifically named, for any reasons other than as intended.

I hereby certify that this plan represents an accurate depiction of the improvements described.

1000 Asbury Avenue Condominium

In consideration of the mutual covenants and promises contained in the agreement between the above named parties and the undersigned, the provisions of which are incorporated herein by reference, I declare that this plan is based on a field survey made on 09-07-21 by me or under my immediate supervision in accordance with N.J.A.C. 17:27-1.1, and to the best of my professional knowledge, information and belief:

a) correctly represents the conditions found at and as of the date of the field survey, except such encroachments, if any, below the surface of the lands or on the surface of the lands and not visible;

b) except as shown on the plan, there are no discrepancies between the boundary lines of the subject property as shown on the plan and as described in the legal description of record.

This plan is made to provide information to the title insurer so that it may insure title to the lands shown herein and for the mortgage holder named above. This declaration is given solely to the above named parties for this transaction only and is not transferable, except as provided herein.

CONDOMINIUM PLAN

SITUATE IN
 CITY OF OCEAN CITY
 COUNTY OF CAPE MAY, N.J.
 #1000 Asbury Avenue
BLOCK 1005 LOT 15.01

PAUL KOELLING & ASSOCIATES, LLC
 PROFESSIONAL LAND SURVEYING
 2161 SHORE ROAD
 LINWOOD, NJ 08221
 phone (609) 927-0278
 CERTIFICATE OF AUTHORIZATION #24GA28256300

Paul Koelling
PAUL M. KOELLING
 LAND SURVEYOR
 PLS; N.J. LICENSE NO. 24GS04328800

Date: January 28, 2022 by: KOELLING
 Scale: 1" = 20'

EXHIBIT C

BY-LAWS

OF

1000 ASBURY AVENUE CONDOMINIUM ASSOCIATION

The 1000 ASBURY AVENUE CONDOMINIUM ASSOCIATION, a Condominium (hereinafter referred to as the "Association"), is an unincorporated Association created in accordance with the provisions of Section 46:8B-12 of the New Jersey Condominium Act, which are incorporated herein by reference.

I. MEMBERS: The Association shall be comprised of the Unit Owners. A Unit Owner, as a condition of being granted ownership, automatically becomes a Member of the Association as of the date of the Deed conveying ownership, which said membership shall continue thereafter until the date on which the Unit Owner conveys the Unit in accordance with the provisions of the Master Deed, at which time membership in the Association shall automatically cease.

II. PURPOSE: The Association shall be responsible for the administration and management of the Condominium Property including, but not limited to, the conduct of all activities of common interest to the Unit Owners.

III. MEMBERSHIP MEETINGS: All meetings of the Association shall be open to all Members, except for those meetings or a portion thereof concerning (a) any matter the disclosure of which would constitute an unwarranted invasion of individual privacy; (b) any pending or anticipated litigation or contract negotiations; (c) any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his or her ethical duties as a lawyer; or (d) any matter involving the employment, promotion, discipline or dismissal of a specific officer or employee of the Association. Minutes shall be kept of all open meetings, and copies of the minutes shall be made available to all Members before the next meeting.

- A. **Annual Meeting.** There shall be an Annual Meeting of the Members on the first Sunday of June in each calendar year to conduct certain business of the Association, including the following:
- (1) elect the officers and Members of the Governing Board of the Association;
 - (2) approve the financial report of the previous year's activities;
 - (3) approve a proposed budget for the coming year;
 - (4) enact rules and regulations governing the use of the Common Elements as provided in the Master Deed; and
 - (5) consider such other matters as may be required in connection with the administration of the Condominium.
- B. **Notice of Annual Meeting.** The Association shall provide each Member with written notice of time, date, place and agenda of Association business to be considered, and a brief summary of any special matters to be brought to the attention of the Members at the Annual Meeting. Notice shall be mailed by first class mail or email no less than thirty (30) days in advance of the meeting date to the last known address of each Member.
- C. **Special Meetings.** Special meetings of the Members may be called, at any time and for any purpose, by at least one (1) Unit Owner. Notice shall be given by the Unit Owner calling the Special Meeting, and shall be in writing, and shall include the date, time and place of the Special Meeting, and agenda of Association business, along with a brief description of the special business to be considered. Notice shall be given not less than ten (10) days and not more than twenty (20) days in advance of the Special Meeting, and shall be mailed by first class mail or email to the last known address of

each Member. The business conducted at a Special Meeting shall be limited to the agenda provided with the notice of the Special Meeting.

IV. QUORUM/VOTING: At each Annual or Special Meeting of the Association, one hundred (100%) percent of the Unit Owners will constitute a quorum for the conduct of business. At each Annual or Special Meeting of the membership, each Unit Owner shall be entitled to cast a single vote on all matters considered and voted upon. In the event a Unit is owned by more than one (1) person (e.g. tenancy by the entireties, corporation, partnership, etc.) it is understood that only one of the said individuals shall cast a single vote on behalf of the Unit. Each Unit Owner, as defined by the Act, shall select in accordance with its own procedures, a representative to cast a single vote. Any action which might otherwise be taken by Members, at an Annual or Special Meeting, may be effected without a formal meeting of one hundred (100%) percent of the Members who indicate in writing their agreement to the proposed action and return executed waiver of formal meeting forms. In all matters voted upon by the membership at an Annual or Special Meeting, a "Majority" (as defined as the votes of minimum of two (2) Unit Owners) vote shall govern. The latest edition of the "Robert's Rules of Order" shall establish the Association's Parliamentary Procedures.

V. WAIVER OF FORMAL MEETING: Any action which might otherwise be taken by Members at an Annual or Special Meeting may be effected without a formal meeting if the Board of Governors provides advance notice to each owner of the desired action, together with a waiver of a formal meeting, and one hundred (100%) percent of the Members indicate, in writing, their agreement to the proposed action and return the executed waiver of formal meeting forms to the Association.

VI. BOARD OF GOVERNORS: Three (3) Unit Owners, one from each Unit elected annually by the membership, shall constitute the Board of Governors, which shall be responsible, to the Members, for the administration of the Association. The duties of the Board of Governors shall be those set forth in the Act. The Board of Governors shall be authorized to enter into a Management Agreement with third parties to perform the various services required by the Act. The Members of the Board of Governors shall serve without compensation, and may be removed from office by the majority vote of the Members of the Association at any Annual Meeting or Special Meeting called for that purpose.

VII. ASSESSMENTS/COMMON EXPENSES:

- A. Annual Assessment for Common Expenses. At each Annual Meeting of the membership, the Board of Governors (with the assistance of Management Agents, if desired) shall present a proposed budget listing the estimated required Common Expenses for the coming year. The Membership shall consider and approve the proposed budget or some alternative budget. The Board of Governors shall thereupon assess each Unit Owner his, her or their proportionate share (as set forth in the Master Deed), if any, of the required Common Expenses, and shall advise each Unit Owner of the monthly assessment required during the coming year, if any; the Board of Governors shall issue a written notice in this regard within fifteen (15) days following the Annual Meeting to all Unit Owners.
- B. Extraordinary Common Expenses. At any time, should extraordinary Common Expenses be required by reason of the need for extensive repairs, casualty damage, to comply with a municipal or state rule or law, or other reason, a Special Meeting of the Membership shall be called to consider the existing situation and to approve the assessment of additional Common Expenses. Extraordinary Common Expenses shall be assessed against the Units in accordance with their proportionate interest, as provided in the Master Deed. The Board of Governors shall be authorized to initiate interim corrective actions when required in their discretion, and to engage the service of qualified professionals to advise them with regard to the proper discharge of their responsibilities under the Act; the expenses incurred in this regard shall be considered Common Expenses.

- C. Assessments to Constitute Lien Against Unit. Any assessment made by the Association and charged against any Unit Owner shall be a lien against such Unit and, subject to the provisions of the Act; such lien shall exist in favor of the Association. A late fee of \$25.00 shall be charged on any assessment that remains unpaid for more than ten (10) days after its due date. Interest at the annual rate of 8.0% shall accrue on the principal balance of any assessment that remains unpaid in full more than thirty (30) days after it is due. The Association shall be entitled to collect reasonable attorney's fees for enforcing payment or collection of any assessment.
- D. Agreement to Pay. A Unit Owner, by acceptance of title to the Unit, shall be conclusively presumed to have agreed to pay his, her or their proportionate share of Common Expenses assessed against the Unit while the Unit Owner. No Unit Owner may exempt himself or herself from liability for his or her share of Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by abandonment of his or her Unit or otherwise.
- E. Accrual of Association Lien. As between the Association and each Unit Owner, the Common Expenses and other charges and expenses represented in the usual monthly assessment, if any, shall become effective as a lien against any Unit on the thirteenth (13th) day of each such month; additional or added assessments for Common Expenses and other charges and expenses, if any, assessed against Units and not included in any usual monthly assessment, shall become effective as a lien against each Unit as of the date when the expense or charge giving rise to each additional or added assessment was incurred by the Association. In the event that any such lien shall have been recorded, then such lien may be foreclosed by the Association in the manner provided for the foreclosure of a mortgage on Real Property; and, in the event of filing of such a claim or lien, the Association shall, in addition to the amount due, be entitled to recover reasonable expenses of the action including costs and attorney's fees. The right of the Association to foreclose the lien shall be in addition to any other remedy which may be available to it pursuant to law or equity for the collection of all assessments duly made by the Association, including the right to proceed personally against any delinquent Unit Owner for the recovery through a personal judgment against such Unit Owner.
- F. Accrual of Other Liens. As to other persons having a claim or lien against any Unit or Unit Owner, such liens shall be effective from and after the time of recording of the lien in the public records of the County of Cape May, State of New Jersey.
- G. Subordination of Association Lien. Any lien of the Association shall be subordinate to any lien for past due real estate taxes, the lien of any Mortgage to which the Unit is subject, and to any other lien recorded prior to the time of recording to the claim of lien.
- H. All Past Due Assessments Due Upon Conveyance of Unit. Upon voluntary conveyance of a Unit, the Grantor and Grantee of such Unit shall be jointly and severally liable for all unpaid assessments pertaining to such Unit duly made by the Association or acquired up to the date of such conveyance without prejudice to the rights of Grantee to recover from Grantor any amounts required to be paid by Grantee. Any Unit Owner or any purchaser of a Unit may, prior to settlement, request from the Association a certificate showing the amount of unpaid assessments pertaining to such Unit, said certificate to be provided within ten (10) days of request therefore.

VIII. INDEMNIFICATION: All Members of the Board of Governors shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon them in connection with any proceeding to which they may be a party by reason of their serving or having served upon the Board of Governors provided that in any case such

Member is not adjudicated to have been guilty of willful misconduct in the performance of his duties.

IX. AMENDMENT OF THE BY-LAWS: The Master Deed and By-Laws may be amended by the affirmative vote of one hundred (100%) percent of the Unit Owners.

X. NOTICES: Each Member shall provide the Board of Governors with an address at which official notice can be mailed to him, her or it. Notices will be considered effective when mailed or emailed to the last address (or email address) supplied by each individual Member.


XI. ARBITRATION: In the event there is an irreconcilable dispute between the Unit Owners involving either the management of the Association, the Condominium, or the enforcement of any rights or responsibilities created by virtue of this Master Deed, the By-Laws, the Rules and Regulations, and other documents and instruments appertaining to the Condominium, all such parties shall agree to submit those matters to an arbitrator selected by the Law Division Judge assigned to the Superior Court for the Cape May County vicinage. The duly appointed arbitrator shall receive reasonable compensation for his/her services and shall be paid in equal shares by the Unit Owners. The arbitrator shall hear disputes and make determinations based upon the Master Deed, By-Laws and laws of the State of New Jersey applicable, specifically the New Jersey Amended Arbitration Act which shall govern the arbitration proceedings and any Court proceedings brought subsequent to the arbitration proceedings. The decisions of the arbitrator shall be binding upon the parties, except as may be altered by Court proceedings under the New Jersey Amended Arbitration Act. In the event a party should fail to arbitrate a dispute in accordance with the terms of this paragraph, the aggrieved party may seek an order from the appropriate Chancery Division Court of jurisdiction to compel the arbitration. The prevailing party in such an action shall be entitled to attorney's fees and costs. It is the purpose and intention of this arbitration clause that with the exception of personal injury claims, property damage claims or failure to pay appropriately assessed Common Element expenses for which all available legal and equitable rights are reserved, any and all disputes, disagreements or questions under any and all the Condominium documentation shall be resolved by binding arbitration, subject only to such judicial proceedings as set forth in this paragraph or within the New Jersey Amended Arbitration Act.

Record & Return to:

1

VC

Cape May County Document Summary Sheet


 # 2022007976 Bk D4043 Pgs 106-108
 Recorded County of Cape May, NJ
 Date 03/04/2022 12:14:19 By KT
 Rita M. Rothberg, County Clerk
 Recording Fees \$75.00

CAPE MAY COUNTY CLERK PO BOX 5000 7 NORTH MAIN STREET CAPE MAY COURT HOUSE NJ 08210-5000	Return Name and Address Freedom Title 618 West Avenue, Suite 201 Ocean City, NJ 08226
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Official Use Only

Submitting Company	Freedom Title	OC06453
Document Date (mm/dd/yyyy)	February 14, 2022	
Document Type	Master Deed Amendment	
No. of Pages of the Original Signed Document (including the cover sheet)	3	
Consideration Amount (if applicable)		

First Party (Grantor or Mortgagor or Assignor) (Enter up to five names)	NAME(S) (Last Name First Name Middle Initial Suffix) OR (Company Name)	Address (Optional)
	10 th & Asbury, LLC	

Second Party (Grantee or Mortgagee or Assignee) (Enter up to five names)	NAME(S) (Last Name First Name Middle Initial Suffix) OR (Company Name)	Address (Optional)

Parcel Information (Enter up to three entries)	Municipality	Block	Lot	Qualifier	Property Address
	Ocean City	1005	15.01		1000 Asbury Avenue

Reference Information (Enter up to three entries)	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date
	Deed	4037	535		

*DO NOT REMOVE THIS PAGE.
 COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF CAPE MAY COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.

3
1/10

6453

Prepared by: _____
Avery S. Teitler, Esquire

**AMENDMENT TO MASTER DEED
OF 1000 ASBURY AVENUE CONDOMINIUM**

This First Amendment to Master Deed, made this _____ day of **FEB 14 2022**,
2022, by 10th & Asbury, LLC of 150 Rugby Place, Woodbury, New Jersey 08096, owner of Units
1, 2 and 3, by these presents, amend a certain Master Deed of the 1000 Asbury Avenue
Condominium executed by Robert Langi, Sole Member of 10th & Asbury, LLC on January 26,
2022, and recorded in the Office of the Clerk of Cape May County on February 3, 2022, in Deed
Book 4037, Page 535, as follows:

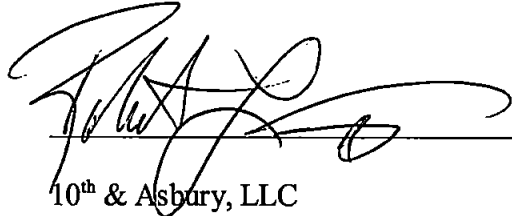
- 1) All garage and parking areas for Unit 2 and Unit 3 as depicted on Exhibit B shall
be reversed as to ownership.
- 2) Unit 2 shall have access to the southerly most garage and parking area and Unit 3
shall have access to the northerly most garage and parking area.

All other terms and conditions of the original Master Deed, By-Laws, Rules and
Regulations shall remain the same as provided therein, except where they must be amended or
modified to conform to conform to the desires of the Owners as set forth within the terms of this
Amendment. In the event there be any conflict between the terms of the original Master Deed,
the By-Laws, Rules and Regulations and the terms of this First Amendment, this First
Amendment shall supercede and take precedence.

WITNESSETH, the hands and seals of the owner of all three (3) units in the condominium, who have affixed their hands and seals the day and year first above written.

OWNER

Dated: FEB 14 2022


10th & Asbury, LLC

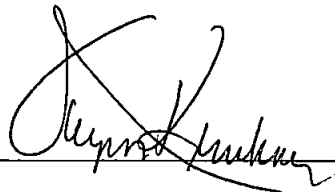
By: Robert Langi, Sole Member

STATE OF NEW JERSEY :

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COUNTY OF CAPE MAY :

BE IT REMEMBERED that on this _____ day of FEB 14 2022, in the year of our Lord two thousand twenty-two (2022), before me, the subscriber, the undersigned authorities, personally appeared Robert Langi, Sole Member of 10th & Asbury, LLC, who I am satisfied is the person who signed the within instrument and acknowledged that he signed, sealed and delivered the same as his act and deed for the uses and purposes therein expressed. All of which is hereby certified.



NOTARY PUBLIC

JOYCE M. KIRSCHNER
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APR. 20, 2023