

**MASTER DEED  
EXHIBIT D**

**CERTIFICATE OF INCORPORATION  
RIVERWALK AT RAHWAY CONDOMINIUM ASSOCIATION, INC.**

In compliance with the requirements of N.J.S.A. 15A:1-1 et seq. of an Act of the legislature of New Jersey authorizing the creation of corporations, not for profit, the undersigned being over the age of eighteen years hereby certifies:

**ARTICLE I  
Name**

The name of the corporation is "Riverwalk at Rahway Condominium Association, Inc.," hereinafter called the "Association".

**ARTICLE II  
Office**

The principal office of the Association is located at 10 Sylvan Way, Suite 110, Parsippany, New Jersey 07054.

**ARTICLE III  
Registered Agent**

Mr. Richard S. Weissman, having an office address at 10 Sylvan Way, Suite 110, Parsippany, New Jersey 07054 is hereby appointed the initial registered agent of this Association.

**ARTICLE IV  
Purpose and Powers of the Association**

The purposes for which this corporation is formed are as follows:

a. To perform all of the duties as the administrator of Riverwalk at Rahway, A Condominium (the "Condominium") in the City of Rahway, Union County, New Jersey, and in connection therewith to be possessed of all of the rights, privileges, duties, obligations and responsibilities imposed upon every administrator of a condominium by the provisions of any of the laws of the State of New Jersey and;

b. To operate manage and maintain the general and limited common elements of the Condominium;

c. To hire, discharge or rehire any and all personnel including a manager as shall be necessary to properly discharge the duties of the Association;

d. To collect all monthly assessments that may be or may hereafter be fixed by the Association for the maintenance and operation of the general and limited common elements of the Condominium, and for the preservation, care, upkeep and surveillance of the said general and limited common elements and any and all other expenses incidental or necessary in providing to the members of the Association the beneficial use of any and all recreational and community facilities;

e. To keep books of account of the receipts and expenditures affecting the Condominium, the recreational and community facilities and its and their administration;

f. To take such action as may be necessary to comply properly with any and all orders and requirements affecting the general and limited common elements of the Condominium or recreational and community facilities appurtenant thereto and placed thereon by any Federal, State, County or Municipal authority with jurisdiction there over;

g. To make contracts for water, electricity, gas, fuel oil, telephone, cable television, and any and all other necessary services for the benefit of the members of the Association as in the opinion of the Association shall appear necessary or desirable and to purchase, lease, hire, or rent such equipment, tools, appliances, materials and supplies as shall be necessary to promptly maintain and operate the general or limited common elements of the Condominium, and the recreation and community facilities appurtenant thereto;

h. To place or caused to be placed and keep in force all forms of insurance needed to protect adequately the Association, the general or limited common elements of the Condominium, the members of the Association, the recreation and community facilities and mortgagees holding mortgages covering the general or limited common elements of the Condominium and its recreation and community facilities as their respective interests may appear or as required by law, including but not limited to, workmen's compensation insurance, public liability insurance, glass insurance, flood insurance and burglary and theft insurance, vandalism and malicious mischief;

i. To establish and maintain, in the name of the Association, bank accounts for the deposit of any and all funds which shall be paid to the Association from its members or from any other source;

j To borrow money, to make and issue promissory notes, bills of exchange, bonds, debentures and obligations and evidences of indebtedness of all kinds, whether secured by mortgage, pledge or otherwise;

k. To provide and pay for any and all special or personal services for the benefit of the members of the Association, including, but not limited to, medical and hospital services, trash and garbage removal, snow removal, landscaping and transportation;

l. To do all and everything necessary, suitable and convenient or proper for the accomplishment of any of the above purposes or for the attainment of any one or more of the objects herein enumerated or incidental to the powers herein named, it being specifically provided that the enumeration of the aforesaid powers and objects shall be by way of explanation and not by limitation, and the Association shall have the right and power to do any and all things for the benefit of its members as may from time to time appear expedient or desirable to the Trustees of the Association or its members, with all of the powers now or hereafter conferred by the laws of the State of New Jersey upon corporations organized under the act hereinabove referred to and specifically conferred upon administrators or boards of administration or other forms of administration of the Condominium;

m. To purchase, lease or otherwise acquire all kinds of personal property and to purchase, lease, exchange, sell, hire, mortgage or otherwise acquire or encumber any real or personal property and any rights or privileges which the Association may deem necessary or desirable for the benefit of its members;

n. To serve as managing agent for the Condominium.

**ARTICLE V**  
**Board of Trustees**

The initial Board of Trustees shall consist of not less than three (3) Trustees and the name and address of each person who is to serve on the first Board is:

NAME	ADDRESS
1. Kenneth I. Schwartz	10 Sylvan Way Suite 110 Parsippany, New Jersey 07054
2. Richard S. Weissman	10 Sylvan Way Suite 110 Parsippany, New Jersey 07054
3. Michael Weissman	10 Sylvan Way Suite 110 Parsippany, New Jersey 07054

The activities of the Association are to be financed through maintenance fees collected from its members in accordance with the Master Deed of the Condominium and the By-laws of this Association.

The Board of Trustees, excluding the initial Board of Trustees, shall be elected in the manner provided for in the Master Deed and Protective and Restrictive Covenants and the By-laws of the

this Association.

All funds received by the Association from the collection of maintenance fees and/or assessments will be expended solely for said purposes specified in Article IV above and no portion of said funds shall be paid or given to or received by any officer or any members of this Association.

The officers of the Association shall be a President, Vice President, Secretary and Treasurer. All members of the Association subsequent to the initial Board of Trustees herein duly named and designated and appointed representatives of the Grantor of the Condominium identified in the Master Deed shall be required to be the owner or owners of one or more dwelling units in the Condominium hereinabove referred to and no person except as herein provided shall be eligible for membership or be benefited by the operations of the Association except, however, that the benefit of the general and limited common elements of the Condominium, the recreational and community facilities may be extended to authorized guests, tenants or licensees of the members of the Association.

**ARTICLE VI**  
**Duration**

The Association shall exist perpetually.

**ARTICLE VII**  
**Dissolution**

This Association may be dissolved at any time upon the written consent of all members. Distribution of the assets of the Association upon dissolution shall be as set forth in the By-laws of the Association.

**ARTICLE VIII**  
**Incorporator**

The name and address of each incorporator is:

**NAME**

**ADDRESS**

John R. Dusinberre

Mandelbaum, Salsburg, Gold, Lazris,  
Discenza & Steinberg, PC  
155 Prospect Avenue  
West Orange, New Jersey 07052

**IN WITNESS WHEREOF**, the incorporator being over the age of twenty-one years, has signed this Certificate this 6th day of December, 2005.

**WITNESS:**

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**JOHN R. DUSINBERRE**