SPRINGFIELD PARK PLACE
— CONDOMINIUM ASSOCIATION —

DEFINITIONS

For the purpose hereof, the following terms shall have the following meanings unless the context in which same is utilized clearly indicates otherwise:

Association	Shall mean the Springfield Park Place Condominium Association, Inc., a New Jersey non-profit corporation, formed to administer, manage and operate the common affairs of the Unit Owners of the Condominium and to maintain, repair and replace the General and Limited Common Elements of the Condominium as provided in this Master Deed and the By-Laws.
Board	Shall mean the Board of Directors of the Association and any reference herein or in the Certificate of Incorporation, By-Laws or any Rules and Regulations to any power, duty, right of approval or any other right of the Association shall be deemed to refer to the Board and not the membership of the Association, unless the context expressly indicates to the contrary.
By-Laws	Shall mean the By-Laws of the Association, a copy of which document is attached hereto and made a part hereof as Exhibit E, together with all future amendments or supplements thereto. The ByLaws.
Common Elements	Shall mean "General Common Elements", "Limited Common Elements", "Residential Limited Common Elements", "Townhouse Limited Common Elements", "Commercial Limited Common Elements", "Retail Limited Common Elements", and "Reserved Common Elements", all of which are defined therein. General Common Elements shall have the same meaning as "common elements" pursuant to N.J.S.A. 46:8B-3(d), except as same may be modified by the provisions of Paragraph 5 hereof.
Common Expenses	Shall, subject to the provisions of Paragraph 6 hereof, mean all those expenses anticipated by N.J.S.A. 46:8B-3(e), in addition to all expenses, including reserves, incurred or assessed by the Association, or its respective Directors, Officers, agents or employees, in the lawful performance of their respective duties or powers. "General Common Expenses" shall mean those Common Expenses for which all Unit Owners are proportionately liable, including but not limited to those expenses which are attributable to the administration, maintenance, repair, and replacement of the General Common Elements.
Fiduciary Duties	Are the duties to care for and protect the Association assets.
Governing Documents	Are often referred to as the Public Offering Statement. They Consists of the Article of Incorporation, Bylaws, Master Deed, Covenants and Restrictions. More about these in the General Information section of this guide.
Lease	Shall mean any written agreement for the leasing or rental of any Unit of the Condominium.
Limited Common Elements	Shall have the same meaning as "limited common elements" pursuant to N.J.S.A. 46:8B-3(j), except as same may be modified by the provisions of Paragraph 5 hereof.
Limited Common Elements *(continued)*	5 hereof. When the context is not clearly expressed "Limited Common Elements" shall mean and refer to Residential Limited Common Elements, Townhouse Limited Common Elements, Commercial Limited Common Elements and Retail Limited Common Elements, all of which are defined herein.
Master Deed	Shall mean this instrument together with all future amendments or supplements hereto. The Master Deed explains all the "can" and cannot's" of the Association.
Owner or "Unit Owner"	Shall mean and refer to those persons or entities in whom record fee simple title to any Unit is vested as shown in the records of the Register of Union County, including the Sponsor unless the context expressly indicates otherwise, but notwithstanding any applicable theory of mortgage, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title to any such unit pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure, nor shall "Unit Owner" refer to any lessee or tenant of a Unit Owner.
Rules and Regulations	Shall mean those rules and regulations promulgated by the Association together with all future amendments or supplements thereto.