

SECTION 4
Clearbrook

2860-627
Rec'd 7-29-74

MASTER DEED

THIS MASTER DEED, made this 26th day of July 1974, by Aaron Cross Construction Co., Inc., a New Jersey corporation, having offices at P.O. Box 148, Cranbury, New Jersey (hereinafter referred to as "Grantor").

WHEREAS, Grantor is the owner of the fee simple title to those lands and premises described in Exhibit "A" attached hereto and made a part hereof, which lands and premises are hereinafter referred to as the "Condominium"; and

WHEREAS, Sponsor is constructing 2 three-story, 27 unit buildings and 42 one, two, three or four unit buildings aggregating 138 dwelling units; and

WHEREAS, it is the present intention of the Grantor to develop the Condominium as a condominium consisting of units pursuant to the provisions of the R.S. 46:8B-1 to 30 (the Condominium Act) under the name of Clearbrook, a Condominium, Section No. 4 and to that end to cause this Master Deed to be executed and recorded, together with all necessary exhibits thereto.

THEREFORE, WITNESSETH:

1. Grantor does hereby submit, declare and establish Clearbrook, a Condominium, Section No. 4, in accordance with R.S. 46:8B-1 to 30 for that parcel of land described in Exhibit "A" aforesaid, all as shown on that certain map entitled "Clearbrook Section Four Condominium, Survey and Easements situated in Monroe Township, Middlesex County, New Jersey" prepared by Lynch, Carmody and Dombrowski, Consulting Engineers - Land Planners - Land Surveyors, Habitat Center 70, Route 70 and Cedarbridge Avenue, Bricktown, New Jersey, on January 15, 1974, and attached hereto as Exhibit "B" and made a part hereof.

2. The Condominium will contain forty-four (44) buildings containing 138 units as shown on that certain plot, entitled "Clearbrook Section Four Condominium Building Location Plan situated in Monroe Township, Middlesex County, New Jersey" prepared by Lynch, Carmody and Dombrowski, Consulting Engineers - Land Planners - Land Surveyors, Habitat Center 70, Route 70 and Cedarbridge Avenue, Bricktown, New Jersey on January 15, 1974, and attached hereto as Exhibit "C" and made a part thereof, it includes all rights, roads, water, privileges and appurtenances thereto belonging to or appertaining. The single level units of said buildings will enclose either one, two, three or four dwelling units, each such unit being designated by a letter and by the number of the building of which each such unit is a part. A garage, either attached or detached, is also included as part of each unit. Each three story building will enclose 27 units, each such unit being designated by a building number, a floor number and a unit letter.

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3. The dimensions, area and location of the units for the Condominium and appurtenant garage, if any, are as shown graphically on Exhibit "C" aforesaid, as same may be amended from time to time as herein provided. The plans for each of the model types are as shown on the tri-dimensional drawings attached hereto as Exhibit "D", pages 1 through 8 and made a part hereof. Each unit or garage is intended to contain all space within the area bounded by the interior surfaces of the exterior walls, the first floor and the roof of the building as follows:

BOTTOM: The bottom of the unit or garage is an imaginary horizontal plane through the lowest point of the interior surface of the lowest subfloor and extending in every direction to the point where it closes with the interior finished and unpainted surfaces of the four walls of the building.

TOP: The top of the unit or garage is along and coincident with an imaginary plane along the underside surfaces of the rafters forming the ceiling of the unit or garage.

SIDES: The sides of each unit or garage are as graphically shown on Exhibit "C", according to the type of unit or garage described. They are imaginary vertical planes along and coincident with the interior finished and unpainted surfaces of the walls and they extend upward and downward so as to close the area within the building bounded by the bottom and top of the unit or garage.

Each unit also includes all appliances, fixtures, interior partitions and other improvements located within or appurtenant to the unit described which are exclusive to such unit, although all or part thereof may not be located within the unit, and shall include but not be limited to the following individual appurtenances:

(a) Complete heating system and any air conditioning system (including compressors) which may be installed.

(b) So much of the plumbing system as extends from the walls or floors into the interior air space.

(c) All utility meters not owned by the public utility or agency supplying service.

(d) All electrical wires which extend from the ceilings, walls or floors into the interior air space, and all fixtures, switches, outlets and circuit breakers.

(e) All balconies, stoops, porches, patios and fences.

4. All appurtenances and facilities and other items which are not part of the units or individual appurtenances as hereinbefore described in paragraph 3 shall comprise the common elements as graphically shown on Exhibit "B" aforesaid. The common elements shall also include by way of description but not by way of limitation:

(a) All lands described in Exhibit "A" aforesaid, whether or not occupied by buildings containing above-described units.

(b) All streets, curbs, sidewalks, parking areas subject to the easements and provisions set forth in Paragraph 6 of this Master Deed.

(c) Trash rooms and chutes, storage rooms, electric rooms, switchgear rooms, transformer rooms, mail rooms, receiving rooms, elevators, lobbies, hallways and stairways and building exits or entrances.

(d) Lawn areas, shrubbery, conduits, utility lines and waterways, subject to the easements and provisions set forth in Paragraph 6 hereof.

(e) The electrical and telephone wiring network throughout the Condominium not owned by the public utilities providing such services.

(f) Public connections for gas, electricity, light, telephone and water not owned by the public utility or other agencies providing such services.

(g) The foundations, main walls (including windows, doors and chimneys therein), roofs, floors, balconies and patios.

(h) Exterior lighting and other facilities necessary to the upkeep and safety of the buildings and grounds.

(i) Any easement or other right hereafter granted for the benefit of the unit owner(s) for access to or use of recreational or other common elements not included within the lands which are part of the Condominium.

(j) All other elements of the Condominium rationally of common use or necessary to the existence, upkeep and safety thereof.

5. The owners of a unit shall have such an estate therein as may be acquired by grant, by purchase or by operation of law, including an estate in fee simple, and shall acquire as an appurtenance to each unit, an undivided interest in the common elements of the Condominium as set forth in Exhibit "G" attached hereto and made a part hereof, subject to any amendments as herein provided. The said appurtenant undivided interest in the common elements shall not be divisible from the unit to which it appertains. Said percentage shall be used to allocate the division of proceeds, if any, resulting from any casualty loss, any eminent domain proceedings, any common surplus or from any other disposition of the Condominium property.

Said percentage is expressed as a finite number to avoid an interminable series of digits. The fifth digit has been adjusted to that value which is most nearly correct. These percentages shall remain fixed.

Anything to the contrary notwithstanding, voting rights of unit owners and their proportional liability for common expenses shall not be based upon the foregoing percentage but instead, upon that fraction, the numerator of which is one (1) and the denominator of which is one hundred and thirty-eight (138).

6. Easements

(a) Grantor, for itself, its successors and assigns, hereby declares that every unit owner shall have a perpetual non-exclusive easement in, upon, through and over the land described in Exhibit "B" aforesaid, to keep, maintain, use, operate, repair and replace his unit and garage, if any, in its original position and in every subsequent position to which it changes by reason of the gradual forces of nature and the elements.

(b) Grantor hereby reserves unto itself, its successors and assigns an easement in, upon, through and over the common elements for as long as the said Grantor, its successors and assigns, shall be engaged in the construction, development, and sales of units, which easement shall be for the purpose of construction, installation, maintenance and repair of existing buildings and appurtenances thereto, for ingress and egress to all units, all common elements, and other community facilities and for the use of all roadways, parking lots, existing and future model units for sales promotion and exhibition. In addition, Grantor hereby reserves the irrevocable right to enter into, upon, over or under any unit for a period of one (1) year after the date of delivery of the unit deed for such purposes as may be reasonably necessary for the Grantor or its agents to complete the Condominium or service any unit thereof.

(c) Every unit owner shall have a perpetual and non-exclusive easement in, upon, over, across and through the common elements for ingress and egress to his unit.

(d) Grantor, for itself, its successors and assigns, hereby declares that every unit owner shall have a perpetual and exclusive easement for possession and use of that portion of the lawn area contiguous to the unit in which is designated "Exclusive Lawn Easements", if any, on Exhibit "B" aforesaid.

(e) Grantor, for itself, its successors and assigns, further declares that every unit owner shall have perpetual and exclusive easement to use and enjoy the surfaces of the main walls, (including windows, doors and chimneys therein), ceilings and floors, but not the roof, contained within his unit or garage.

(d) Grantor reserves unto itself, its successors, assigns and agents, an easement in, upon, through and over the lands comprising the common elements for the purpose of installation, maintenance, repair and replacement of all sewer, water, power and telephone, pipes, lines, mains, conduits, waters, poles, transformers and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility systems serving the Condominium.

(e) Grantor, for itself, its successors and assigns, hereby declares that every unit owner shall have a perpetual easement for the continuance of any encroachment by his unit or garage or any adjoining unit or garage or on any common element, now existing as a result of construction of the buildings or which may come into existence hereafter as a result of the reconstruction of the buildings or a unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the buildings stand.

(f) Grantor, for itself, its successors and assigns, hereby declares that the Township of Monroe, Middlesex County, New Jersey (but not the public in general) shall have a perpetual non-exclusive easement to enter upon all roadways, streams, lakes, parking areas, driveways, walkways and sidewalks, for purposes of maintaining the safety, health, welfare, police and fire protection of the citizens of said Township, including the residents of the Condominium.

7. By-Laws and Administration

The administration of the common elements of the Condominium and the community and recreational facilities shall be by the Clearbrook Condominium Association, No. 4, and the Clearbrook Community Association in accordance with the provisions of the Condominium Act, this Master Deed, the By-Laws attached hereto as Exhibit "E" and Exhibit "F", and made a part hereof, any other documents, amendments or supplements to the foregoing which may subsequently be required by an institutional mortgage lender, or by any governmental agency having regulatory jurisdiction over the Condominium or by any title insurance company selected by Grantor to insure title to any units. In order to effectuate the above, if required as aforesaid, Grantor hereby reserves for itself, its successors and assigns, for a period of five (5) years from the date hereof, the right to execute on behalf of all contract purchasers, unit owners, mortgagees, other lien holders or parties claiming a legal or equitable interest in the Condominium, any such agreements, documents, amendments or supplements which may be so required.

By acceptance of a deed to any unit or by the acceptance of any other legal or equitable interest in the Condominium, each and every contract purchaser, unit owner or occupant, or holder of any mortgage or other liens, does automatically and irrevocably name, constitute, appoint and confirm Grantor, its successors and assigns, as attorney-in-fact for the purpose of executing such amended Master Deed(s), or other instrument(s) necessary to effect the foregoing. The power of attorney aforesaid is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all Condominium units and be binding upon the successors and assigns of any of the foregoing parties. Further, said power of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to said power. Except as herein provided this Master Deed may not be modified or amended without the acquiescence of all unit owners. All amendments or modifications shall be evidenced by an Amendment to Master Deed which Amendment shall be recorded in the Middlesex County Clerk's Office.

8. Restrictions

This Master Deed is subject to all covenants, restrictions and easements of record. It is further subject to the zoning ordinance of Monroe Township which restricts permanent occupancy to persons who are 48 years of age or over.

9. Obligations of Grantor.

The Grantor covenants and agrees that for so long as it owns one or more of the Condominium units, the Grantor shall be subject to the provisions of this Master Deed and of all exhibits attached hereto; and the Grantor covenants to take no action that will adversely affect the rights of the other owners of units and their successors in interest, as their interest may appear.

10. No Partition.

Subject to the provisions of the Master Deed, By-Laws of Clearbrook Condominium Association No. 4, and the Condominium Act, the common elements shall remain undivided and no unit owner(s) shall bring any action of partition or division thereof. In addition, the undivided percentage interest in the common elements shall not be separated from the unit to which it

appertains and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

11. Compliance by Owners

Each unit owner or occupant shall comply with the provisions of this Master Deed, the By-Laws and the rules and regulations of both the Clearbrook Condominium Association No. 4 and the Clearbrook Community Association or their representatives, and with any other documents, amendments or supplements to the foregoing which subsequently may be required by any governmental authority, as same may be lawfully amended from time to time. Failure to comply with any such provisions, rules or regulations shall be grounds for injunctive relief by the Grantor, the Association and any other unit owner.

12. Restrictions Against Short Term Leases

No unit shall be rented by the owners thereof for transient or hotel purposes, which shall be defined as "(a) rental for any period less than thirty (30) days; or (b) any rental if the occupants of the unit are provided customary hotel services, such as room service for food and beverage, maid service, finishing laundry and linen, and bellboy service." Other than the foregoing obligations, the unit owners shall have the absolute right to lease same provided the said lease is made subject to the covenants and restrictions contained in this Master Deed, the By-Laws of both the Condominium Association and the Community Association, and other documents referred to herein, including the right of amendment reserved to Grantor herein and the minimum age requirements of the occupants.

13. Damage, Destruction or Condemnation

If any building improvement or common element or any part thereof is damaged, or destroyed by fire, casualty or eminent domain, the repair, restoration or ultimate disposition shall be as provided in R.S. 46:8B-24 and 25, respectively.

14. Insurance

The Clearbrook Condominium Association No. 4 shall obtain and continue in effect blanket property insurance in form and amount satisfactory to mortgagees holding first mortgages on the individual units but without prejudice to the right of the owners of any such unit to obtain

individual unit insurance. In addition, the Clearbrook Condominium Association No. 4 shall obtain and continue such other amounts of blanket property insurance as may be required by the provisions of its By-Laws. Premiums for any such blanket insurance coverage shall be a common expense to be included in the monthly assessment for common expenses and such premium charges shall be held in a separate escrow account of the Condominium Association to be used solely for the payment of said premiums as same become due.

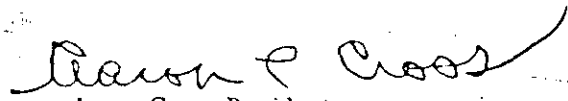
15. Exhibits attached hereto and made a part hereof are the following:

1. Exhibit A -
Metes and bounds description of Condominium consisting of
2 pages.
2. Exhibit B -
Map known as "Clearbrook Section Four Condominium,
Survey and Easements situated in Monroe Township, Mid-
dlesex County, New Jersey"
3. Exhibit C -
Plat known as "Clearbrook Section Four Condominium,
Building Location Plat situated in Monroe Township,
Middlesex County, New Jersey"
4. Exhibit D -
Tri-Dimensional Drawings of the eight model types.
5. Exhibit E -
By-Laws of Clearbrook Condominium Association No. 4
dated 1974, consisting of 28 pages
6. Exhibit F -
By-Laws of Clearbrook Community Association, dated
October 24, 1972, consisting of 28 pages.
7. Exhibit G -
Schedule of initial sales price and percentage of interest in
common elements.

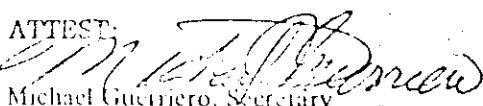
WITNESSETH the hand and seal of the Grantor, Aaron Cross
Construction Co., Inc., a New Jersey corporation, which has been affixed by
its President and Secretary, the date and year first above written.

AARON CROSS CONSTRUCTION CO., INC.

By:


Aaron Cross, President

ATTEST:


Michael Guerniero, Secretary

STATE OF NEW JERSEY: ss:
COUNTY OF MIDDLESEX:

BE IT REMEMBERED, that on this 26th day of July 1974, before me the subscriber, an officer duly authorized pursuant to N.J.S.A. 46:14-6, personally appeared Michael Guerniero, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction that he is the Secretary of the Corporation named in the within Instrument; that Aaron Cross is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Michael Guerniero
Michael Guerniero, Secretary

Sworn to and Subscribed
before me, the date
aforesaid.

Muriel R. Perrine

MURIEL R. PERRINE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires January 19 1978

Prepared by: E. Kenneth Williams, Jr.
Attorney at Law of N. J.

EXHIBIT A

CLEARBROOK, A CONDOMINIUM, SECTION 4
DESCRIPTION OF PROPERTY

The following is a description of properties situated in Monroe Township, Middlesex County, New Jersey.

Lots 34A, 3-B, 35, 36, 37, 38A, 38B, 38C, 39, 40, 41 & 42 Block 26

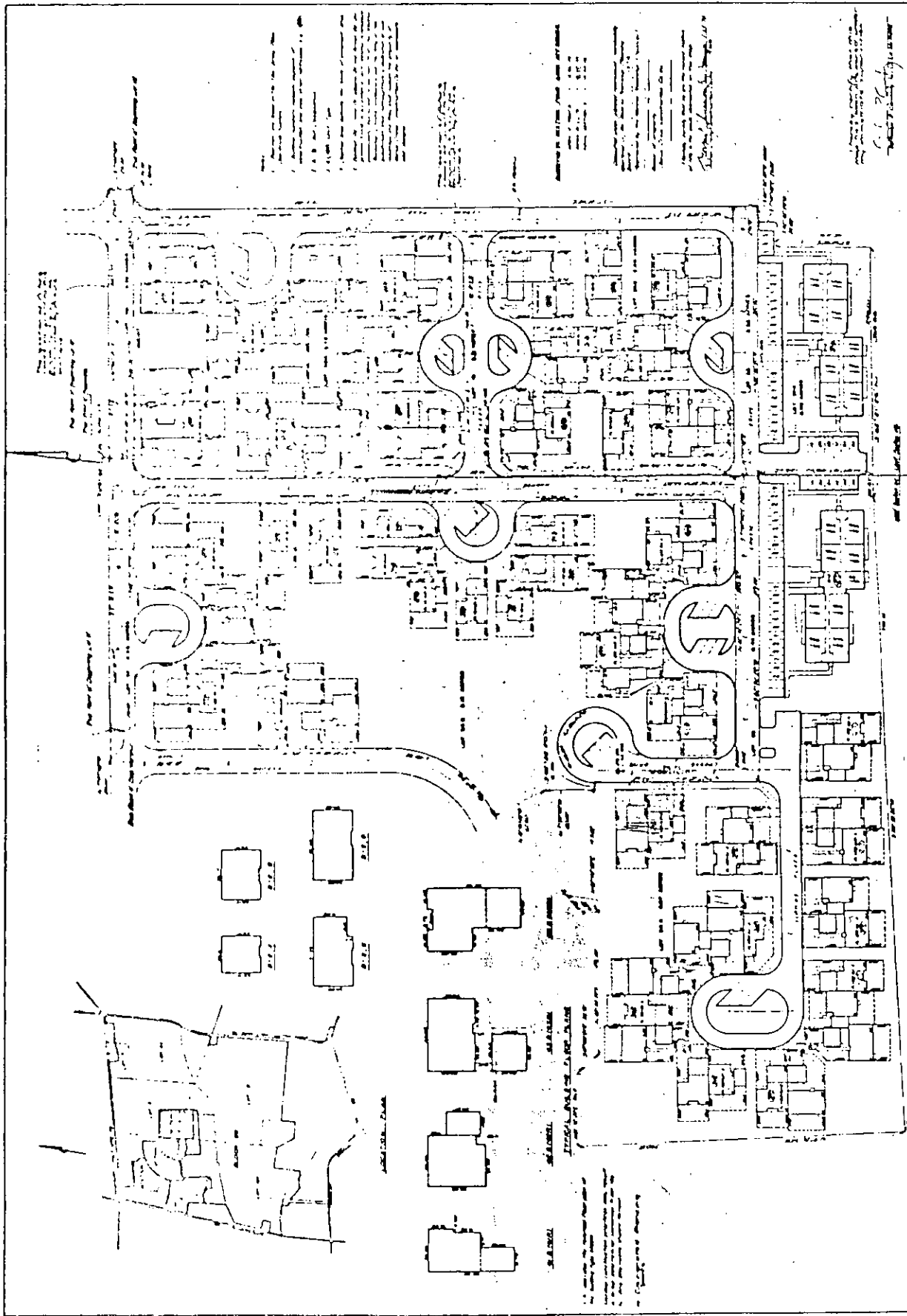
Beginning at a point being the southeasterly corner of "Section 1" of the "Subdivision of Clearbrook" as filed in the Office of the Middlesex County Clerk, on the 26th day of June, 1972 in Book No. 2774, pages 690, 691, 692 and 693 and from said beginning point running

1. N. 07° 07' 40" W. 60.00 feet to a point; thence
2. N. 32° 54' 26" W. 67.50 feet to a point in the easterly line of Haddon Road; thence
3. Northeasterly along a curve to the left in the said easterly line of Haddon Road, having a radius of 144.50 feet, an arc distance of 161.96 feet to a point of tangency; thence
4. Along said easterly line of Haddon Road, N. 07° 07' 40" W. 276.00 feet to a point of curvature; thence
5. Northeasterly along a curve to the right having a radius of 24.50 feet an arc distance of 38.49 feet to a point; thence
6. N. 07° 07' 40" W. 29.00 feet to a point in the northerly line of Belmar Road; thence
7. Along the said northerly line of Belmar Road, N. 82° 52' 20" E. 660.00 feet to a point; thence
8. S. 07° 07' 40" E. 29.00 feet to a point; thence
9. Southwesterly along a curve to the left having a radius of 24.50 feet, an arc distance of 38.48 feet to a point of tangency in the easterly line of Vernon Road; thence
10. Along the said easterly line of Vernon Road, S. 07° 07' 40" E. 725.50 feet to a point in the southerly line of Crosse Drive; thence
11. Along the said southerly line of Crosse Drive, S. 82° 52' 20" W. 20.00 feet to a point; thence
12. S. 07° 07' 40" E. 23.00 feet to a point; thence
13. S. 82° 52' 20" W. 30.00 feet to a point; thence

14. S. 07° 07' 40" E. 112.90 feet to a point; thence
15. S. 82° 21' 26" W. 306.88 feet to a point; thence
16. S. 80° 33' 26" W. 774.14 feet to a point; thence
17. N. 09° 26' 34" W. 390.14 feet to a point; thence
18. N. 82° 52' 20" E. 91.65 feet to a point; thence
19. S. 47° 05' 01" E. 33.00 feet to a point; thence
20. N. 82° 52' 20" E. 176.00 feet to a point; thence
21. N. 07° 07' 37" W. 4.00 feet to a point; thence
22. N. 82° 52' 20" E. 145.00 feet to the point and place of beginning

Contains 18.09 Acres

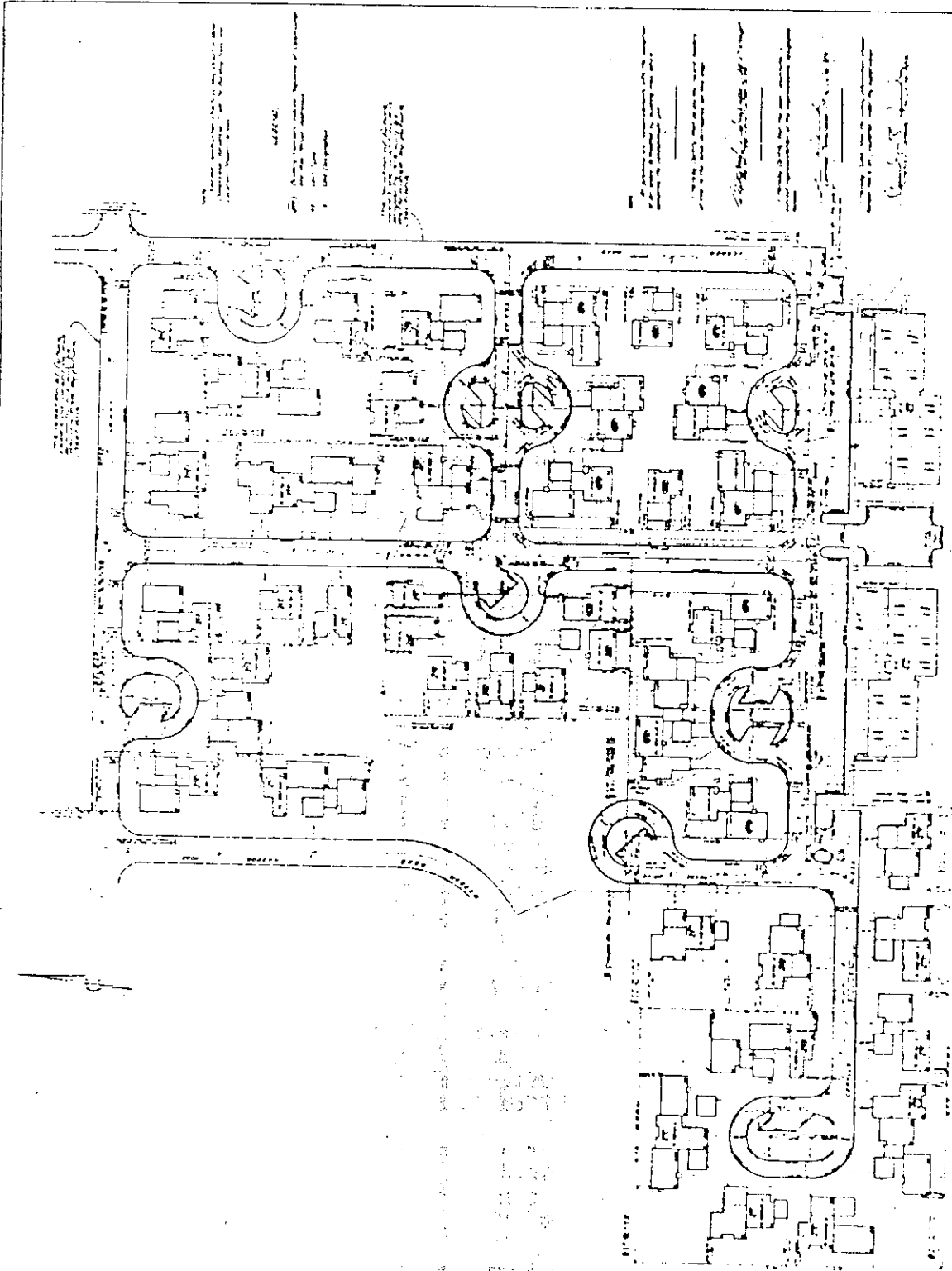
EXHIBIT B



LYNCH, CARMODY & DOMBROWSKI CONSULTING ENGINEERS & LAND SURVEYORS & PLANNERS 100 WEST 10TH ST., NEW YORK, N.Y. 10011	CLEARBROOK BRITTON FOR AGRICULTURAL SURVEY & PLANNING	SECTION
		DATE
CLEARBROOK AARON CROSS CONSTRUCTION COMPANY, INC. 100 WEST 10TH ST., NEW YORK, N.Y. 10011		SECTION 4
		DATE 1987

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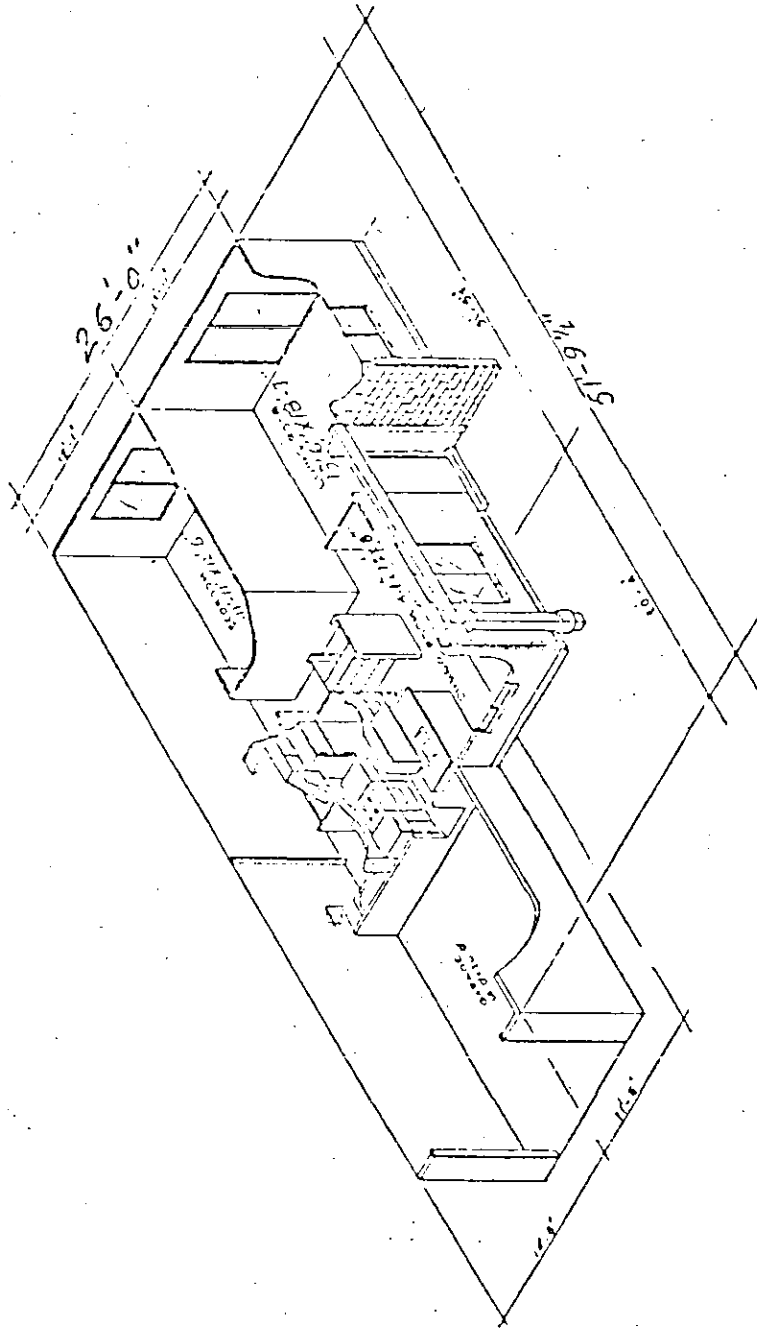
EXHIBIT C



200-2860 639

SECTION 4 DATE: 11/11	
SECTION FOUR CONDOMINIUM BUILDING LOCATION PLAN	
GLEARPROCK AARON CROSS CONSTRUCTION COMPANY, INC. ADDRESS: YORKVILLE, MIDDLESEX COUNTY, NEW JERSEY	
LYNCH, CARMODY & DOMBROWSKI CONSULTING ENGINEERS & LAND SURVEYORS & PLANNERS MARKET CENTER NO. 3000 17TH, NEW JERSEY	

EXHIBIT D-1



NOTE: ALL DIMENSIONS ARE APPROXIMATE. DIMENSIONS WHICH PRACTICALLY MAY VARY IN EITHER DIRECTIONAL VARIATIONS

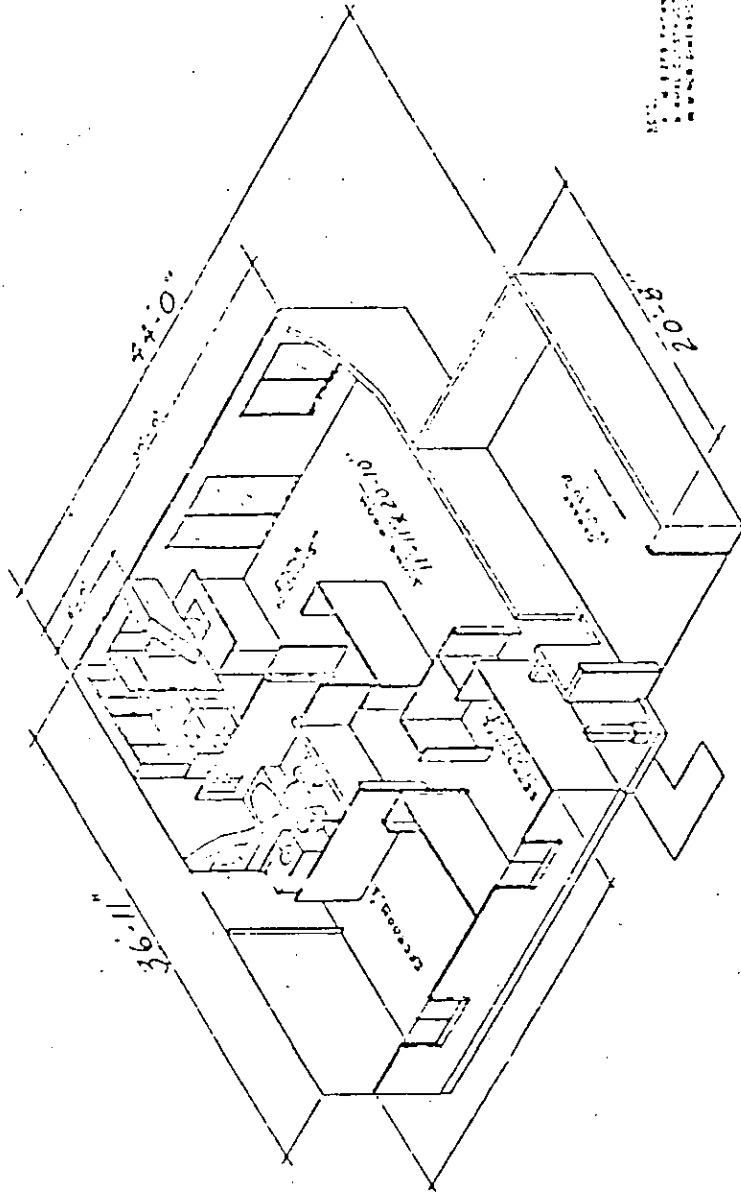
UNIT: EVERGLADE - 41

R = Reversed Floor Plan

THREE-DIMENSIONAL VIEW OF TYPICAL ONE BEDROOM EVERGLADE APARTMENT

800-2866⁴ ext 640

EXHIBIT D-2



NOTE: ALL DIMENSIONS ARE APPROXIMATE AND SHOULD BE CHECKED ON THE ORIGINAL DRAWING.

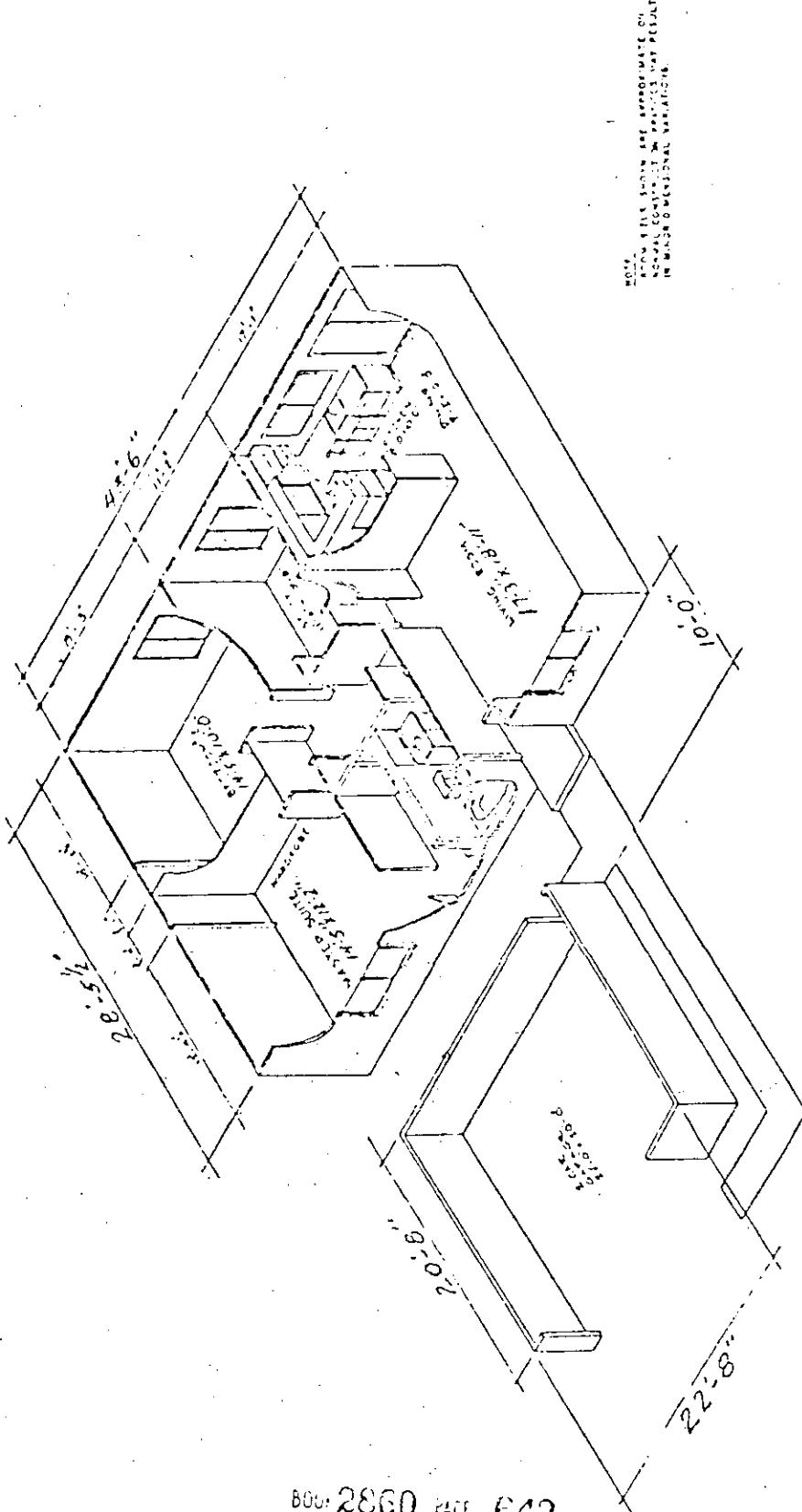
UNIT TIMBERLINE-42

R = Reversed Floor Plan

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THREE-DIMENSIONAL VIEW OF TYPICAL TWO-BEDROOM, TIMBERLINE APARTMENT

EXHIBIT D-3



NOTE: ALL DIMENSIONS ARE APPROXIMATE. DO NOT CONSIDER DIMENSIONS THAT RESULT IN MASS DIMENSIONAL VARIATIONS.

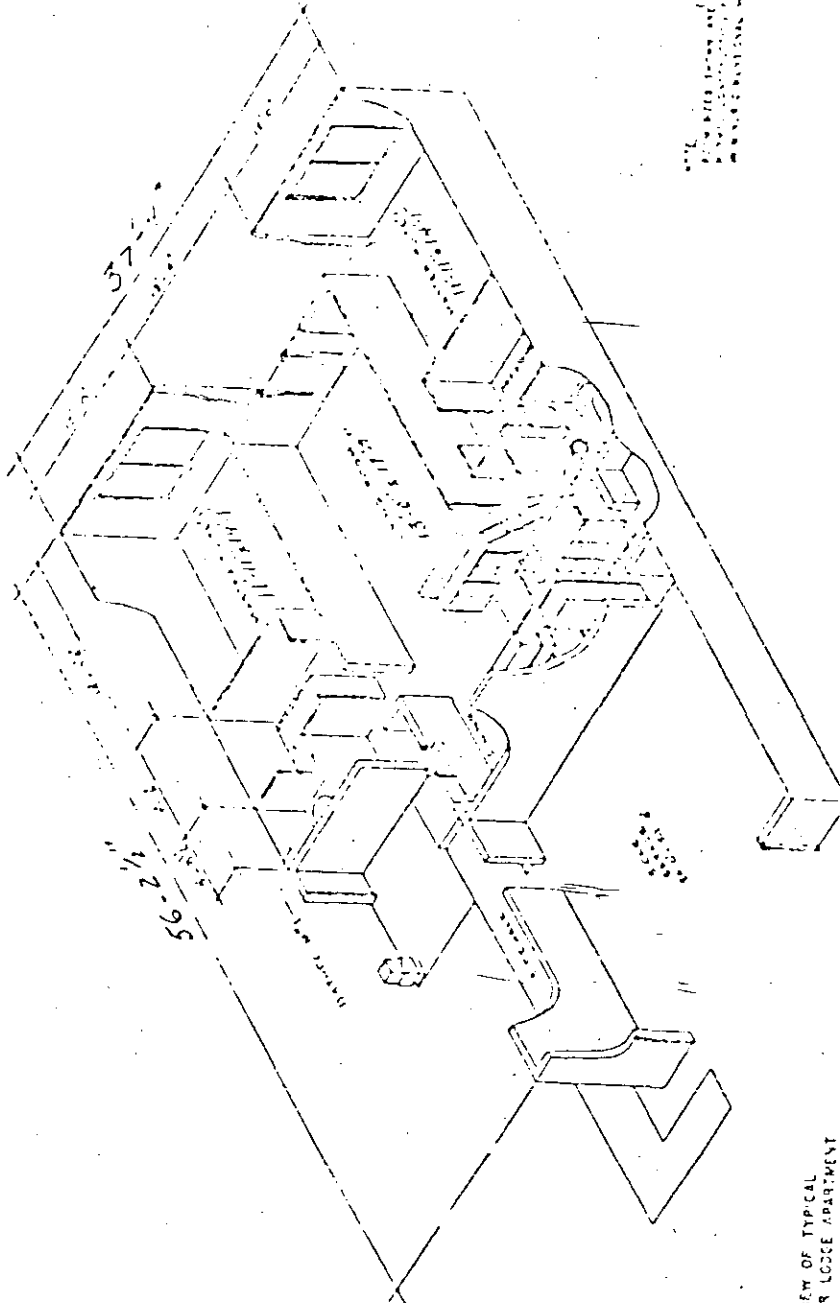
UNIT: BRACBURN-43

THREE-DIMENSIONAL VIEW OF TYPICAL THREE-BEDROOM BRACBURN APARTMENT

Inversed F Plan

BOOK 2860 PAGE 642

EXHIBIT D-4



SEE
 ATTACHED DRAWINGS AND SPECIFICATIONS FOR
 COMPLETE LIST OF FINISHES AND MATERIALS

UNIT MASTER LOCSE-46

R = Reversed Floor Plan

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THREE BEDROOM, MASTER LOCSE APARTMENT