

MASTER DEED

THIS MASTER DEED, made this Ninth day of May, 1977, by Clearbrook, 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 65 buildings, containing from one to four dwelling units aggregating 136 dwelling units; and

WHEREAS, it is the present intention of the Grantor to establish the form of ownership of the abovescribed lands and premises as a condominium pursuant to the provisions of the R.S. 46:8B-1 to 30 (the Condominium Act) under the name of Clearbrook Hampton Village, a Condominium, Section No. 8 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 Hampton Village, a Condominium, Section No. 8, 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 Eight, Hampton Village Condominium, Survey and Easements" situated in Monroe Township, Middlesex County, New Jersey prepared by Lynch, Carmody and Dombrowski, Consulting Engineers — Land Surveyors — Planners, Terrace Professional Building, 582 Plaza Terrace East, Brick Town, New Jersey, on September 30, 1976, and attached hereto as Exhibit "B" and made a part hereof.

2. The Condominium will contain sixty-five (65) buildings containing 136 units as shown on that certain plot, entitled "Clearbrook Hampton Village Condominium Section Eight, Building Location Plan" situated in Monroe Township, Middlesex County, New Jersey prepared by Lynch, Carmody and Dombrowski, Consulting Engineers — Land Surveyors — Planners, Terrace Professional Building, 582 Plaza Terrace East, Brick Town, New Jersey on September 30, 1976, and attached hereto as Exhibit "C" and made a part thereof, which 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.

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

COUNTY OF MIDDLESEX	
CONSIDERATION	
N. J. TRANSFER TAX	6.25%
DATE 7/20/77	BY JK

DBK 2987-758
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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", consisting of six pages 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, windows, 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.

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

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

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

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

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

(h) 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.

(i) 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 third decimal 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 thirty-six (136).