

MASTER DEED

THIS MASTER DEED, made this 21 day of April, 1981, 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 66 buildings, containing from one to four dwelling units aggregating 123 dwelling units; and

WHEREAS, it is the present intention of the Grantor to establish the form of ownership of the aforescribed 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 Nottingham Village, a Condominium, Section No. 12 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 Nottingham Village, a Condominium, Section No. 12 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 12, Nottingham 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 10, 1979, and attached hereto as Exhibit "B" and made a part hereof.

2. The Condominium will contain Sixty-Six (66) buildings containing 123 units as shown on that certain plot, entitled "Clearbrook Nottingham Village Condominium Section 12, Building Location Plan" situation 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 10, 1979, 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 and two 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

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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 same may be amended from time to time as herein provided. The plan for each of the model types are as shown on the tri-dimensional drawings attached hereto as Exhibit "D", consisting of fourteen 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, second floor, where applicable, 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 first floor or second floor 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 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 proceeding, 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 fourth 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 twenty-three (123).

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) Grantor, for itself, its successors and assigns, hereby declares that 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, exclusive easement for possession and use of those Common Elements such as porches, patios, stoops, doorsteps, and that portion of the lawn area contiguous to the unit in which is designated "Exclusive Lawn Easements", if any, on Exhibit "B" aforesaid.

(d-1) Subject to agreement for the construction and leasing of a cable antenna system by Grantor and Tela-View Cable T.V., Inc. dated September 12, 1977.

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

(f) 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.

(g) 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.

(h) 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 Nottingham Village Condominium Association No. 12 (hereinafter the "Association") 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", respectively, 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 unit(s). 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 the 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 the Association, 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 Association and the Clearbrook Community Association or their representatives, the recreational facilities lease dated June 22, 1973 between Clearbrook Community Association and Clearbrook Realty and Development Corp. 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 provision, 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 service, such as room service for food and beverage, maid service, furnishing 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. Damages, 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, of the Condominium Act.

14. Insurance

The Association 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 Condominium 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

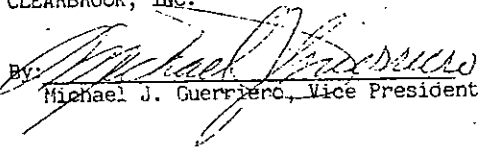
be held in a separate escrow account of the Association to be used solely for the payment of said premiums as same become due.


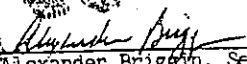
15. Exhibits attached hereto and made a part hereof are the following:

1. Exhibit A -
Metes and bounds description of Condominium consisting of 3 pages.
2. Exhibit B -
Map known as "Clearbrook Section 12, Nottingham Village Condominium, Survey and Easements" situated in Monroe Township, Middlesex County, New Jersey.
3. Exhibit C -
Plat known as "Clearbrook Nottingham Village Condominium, Section 12 Building Location Plan" situated in Monroe Township, Middlesex County, New Jersey.
4. Exhibit D -
Tri-Dimensional Drawings of the eleven model types.
5. Exhibit E -
By-Laws of Clearbrook Nottingham Village Condominium Association No. 12, consisting of 15 pages.
6. Exhibit F -
By-Laws of Clearbrook Community Association, dated October 24, 1972, consisting of 14 pages.
7. Exhibit G -
Schedule of initial sales price and percentage of interest in common elements.

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

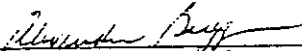
CLEARBROOK, INC.

By: 
Michael J. Guerriero, Vice President

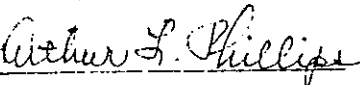


Alexander Briggan, Secretary

STATE OF NEW JERSEY)
)ss.:
COUNTY OF MIDDLESEX)

BE IT REMEMBERED, that on this 21st day of April 1981, before me the subscriber, an officer duly authorized pursuant to N.J.S.A. 46:14-6, personally appeared Alexander Briggin, 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 Michael J. Guerriero is the Vice 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 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 Vice 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.


Alexander Briggin, Secretary

Sworn to and Subscribed
before me, the date
aforesaid.


ARTHUR L. PHILLIPS
An Attorney At Law of New Jersey

Prepared by; Wendell A. Smith, Esq.

EXHIBIT A

October 30, 1979
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LYNCH, CARMODY & DOMBROWSKI, P.A.
GIULIANO & KAROL

CONSULTING ENGINEERS • LAND PLANNERS • SURVEYORS

Thomas F. Lynch
Cornelius P. Carmody
Lawrence Dombrowski
Michael J. Giuliano, Jr.
John D. Karol

CLEARBROOK
SECTION 12

The following is a description of property situated in Monroe Township, Middlesex County, New Jersey, said property being known and designated as Section 12 of the "Subdivision of Clearbrook". Also known as part of Block 26, Lots 8.02, 12.02, and 19.03 as shown on the Monroe Township Tax Map.

BEGINNING at a point, said point being the northeasterly corner of Lot 80, Block 26, being part of Section 11 of the "Subdivision of Clearbrook" and running thence:

1. N. 75° 35' 40" E., 218.55 feet to a point; thence
2. N. 85° 11' 34" E., 289.38 feet to a point; thence
3. N. 67° 21' 53" E., 319.10 feet to a point; thence
4. N. 89° 58' 52" E., 348.34 feet to a point; thence
5. N. 79° 09' 45" E., 80.19 feet to a point; thence
6. S. 19° 50' 15" E., 159.00 feet to a point in the southerly line of Delair Road (Lot 89.02, Block 26); thence
7. Along the southerly line of Delair Road (Lot 89.02, Block 26), S. 70° 09' 45" W., 56.00 feet to a point; thence
8. S. 19° 50' 15" E., 33.71 feet to a point; thence
9. S. 00° 01' 08" E., 218.15 feet to a point; thence
10. S. 04° 50' 06" W., 329.02 feet to a point in the southerly line of Clearbrook Drive (Lot 93, Block 26); thence
11. Along the southerly line of Clearbrook Drive (Lot 93, Block 26), N. 85° 09' 54" W., 281.50 feet to a point; thence
12. S. 04° 50' 06" W., 131.47 feet to a point in the northerly line of Hazen Road; thence
13. Along the northerly line of Hazen Road, S. 85° 09' 54" E., 47.82 feet to a point; thence

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14. S. 04° 50' 06" W., 290.00 feet to a point in the southerly line of Belford Road (Lot 95, Block 26); thence
15. Along the southerly line of Belford Road (Lot 95, Block 26), N. 85° 09' 54" W., 77.32 feet to a point; thence
16. S. 04° 50' 06" W., 142.00 feet to a point; thence
17. N. 85° 09' 54" W., 279.38 feet to a point; thence
18. N. 04° 50' 06" E., 142.00 feet to a point in the southerly line of Belford Road (Lot 85, Block 26 as shown on "Subdivision of Clearbrook" Section 11); thence
19. Along the southerly line of Belford Road (Lot 85, Block 26), S. 85° 09' 54" E., 89.38 feet to a point; thence
20. N. 04° 50' 06" E., 462.47 feet to a point in the northerly line of Clearbrook Drive (Lot 86, Block 26 as shown on "Subdivision of Clearbrook" Section 11); thence
21. Along the northerly line of Clearbrook Drive (Lot 86, Block 26) N. 85° 09' 54" W., 506.06 feet to a point of curvature; thence
22. Still along the northerly line of Clearbrook Drive (Lot 86, Block 26), along a curve to the right, having a radius of 584.50 feet, an arc length of 354.05 feet, a chord bearing of N. 67° 48' 43" W., and a chord length of 343.66 feet to a point of compound curvature; thence
23. Along a curve to the right, having a radius of 24.50 feet, an arc length of 40.19 feet, a chord bearing of N. 03° 27' 42" E., and a chord length of 35.83 feet to a point of tangency in the southerly line of Delair Road (Lot 87, Block 26 as shown on "Subdivision of Clearbrook" Section 11); thence
24. Along the southerly line of Delair Road (Lot 87, Block 26), N. 43° 32' 03" E., 7.88 feet to a point of curvature; thence
25. Still along the southerly line of Delair Road (Lot 87, Block 26), along a curve to the right, having a radius of 135.50 feet, an arc length of 75.82 feet, a chord bearing of N. 59° 53' 55" E., and a chord length of 74.83 feet to a point of tangency; thence
26. Still along the southerly line of Delair Road (Lot 87, Block 26), E. 75° 35' 40" E., 96.91 feet to a point; thence
27. N. 14° 24' 20" W., 142.25 feet to the point and place of BEGINNING.
Contains 19.04 Acres.

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October 31, 1979
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LYNCH, CARMODY & DOMBROWSKI, P.A.
GIULIANO & KAROL

CONSULTING ENGINEERS • LAND PLANNERS • SURVEYORS

CLEARBROOK
SECTION 12A

Thomas F. Lynch
Cornelius P. Carmody
Lawrence Dombrowski
Michael J. Giuliano, Jr.
John D. Karol

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

Said property being known and designated as Section 12A of the "Subdivision of Clearbrook", also known as Lot 79 in Block 26 as shown on the Monroe Township Tax Map.

BEGINNING at a point, said point being the most easterly corner of Lot 78, Block 26, as shown on the "Subdivision of Clearbrook", Section 10 and running thence:

1. S. 78° 19' 46" W., 362.17 feet to a point; thence
2. N. 11° 40' 14" W., 441.79 feet to a point; thence
3. N. 78° 20' 52" E., 142.72 feet to a point; thence
4. N. 78° 26' 28" E., 110.53 feet to a point; thence
5. S. 03° 45' 31" W., 52.36 feet to a point in the cul-de-sac of Lindera Plaza; thence
6. Along the cul-de-sac of Lindera Plaza, along a curve to the right, having a radius of 45.50 feet, an arc length of 65.60 feet, a chord bearing of S. 44° 56' 22" E., and a chord length of 60.06 feet to a point of tangency; thence
7. Along the easterly line of Lindera Plaza, S. 03° 38' 15" E., 89.00 feet to a point; thence
8. N. 86° 21' 45" E., 146.63 feet to a point in the westerly line of Union Valley-Half Acre Road; thence
9. Along the westerly line of Union Valley-Half Acre Road, S. 01° 12' 54" E., 236.14 feet to the point and place of BEGINNING.

Contains 3.33 Acres.

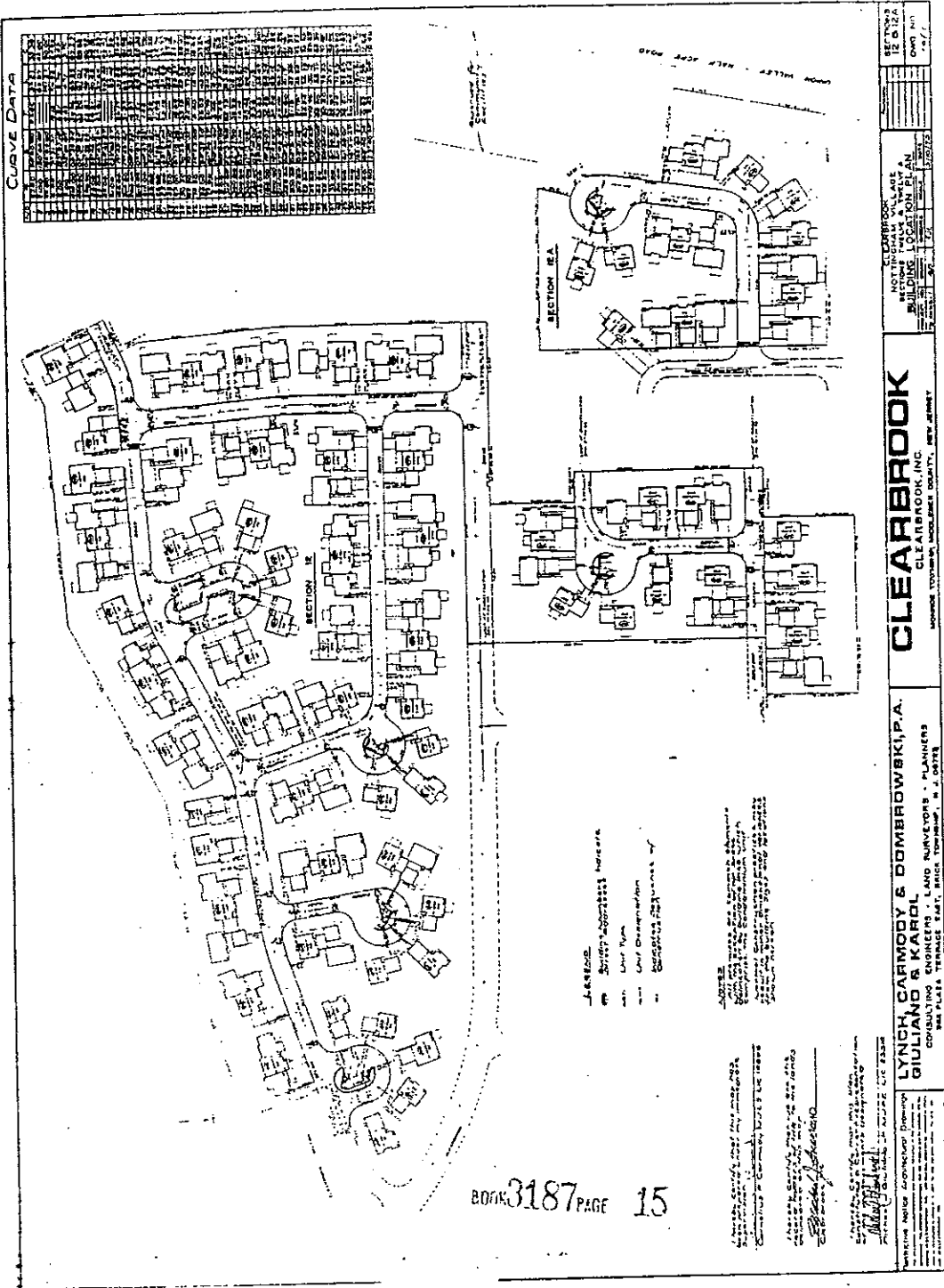
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SAID property being known and designated as Sections 12 and 12A of the "Subdivision of Clearbrook". Also known as Block 26, Lots 79.01 89, 89.01, 89.02, 90, 91, 92, 93, 94, 95 and 96 as shown on the Monroe Township Tax Map.

BEING known as Sections 12 and 12A as shown on a certain map entitled "Subdivision of Clearbrook, Tract Map of Sections 12 and 12A, Nottingham Village, A Planned Retirement Community by Clearbrook, Inc., situated in Monroe Township, Middlesex County, New Jersey, Scale 1"= 50', dated September 10, 1979, Lynch, Carmody & Dombrowski, P.A., Giuliano & Karol, Consulting Engineers, Land Surveyors, Planners, 582 Plaza Terrace East, Brick Township, N.J."

The mentioning and describing in the hereinabove description of the streets and/or roads, namely, Lindera Plaza, Delair Road, Clearbrook Drive, Hazen Road and Belford Road is not in any way intended to dedicate same to the Township of Monroe, in the County of Middlesex, a municipal corporation of the State of New Jersey, for public use as roadways or other public purposes.

EXHIBIT C



CURVE DATA

STATION	CHORD BEARING	CHORD DIST.	ARC BEARING	ARC DIST.	PI
1+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
2+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
3+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
4+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
5+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
6+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
7+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
8+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
9+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
10+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
11+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
12+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
13+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
14+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
15+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
16+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
17+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
18+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
19+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
20+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
21+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
22+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
23+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
24+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
25+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
26+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
27+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
28+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
29+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
30+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
31+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
32+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
33+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
34+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
35+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
36+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
37+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
38+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
39+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
40+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
41+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
42+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
43+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
44+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
45+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
46+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
47+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
48+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
49+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89
50+00	N 89° 15' 00" E	100.00	171.89°	100.00	171.89

BOOK 3187 PAGE 15

CLEARBROOK
 CLEARBROOK, INC.
 10000 ROUTE 100, SUITE 100, NEW JERSEY 07032

LYNCH, CARMODY & DOMBROWSKI, P.A.
 GIULIANO & KAROL
 CONSULTING ENGINEERS - LAND SURVEYORS - PLANNERS
 300 PLEASANT TERRACE EAST, BRICK TOWNSHIP, N. J. 08758

SECTION 12 OF 12A
 DATED 04/11/10

EXHIBIT B

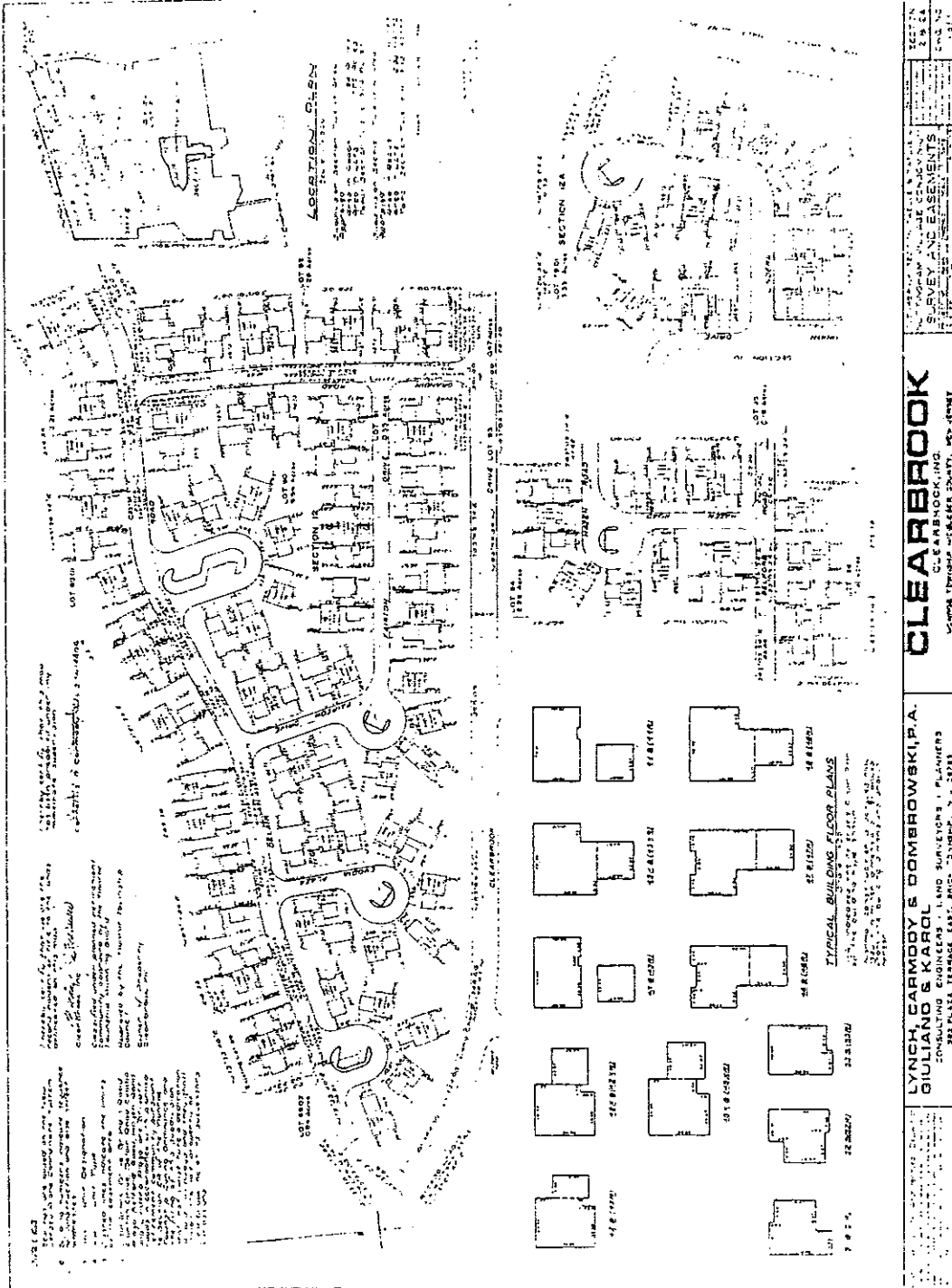
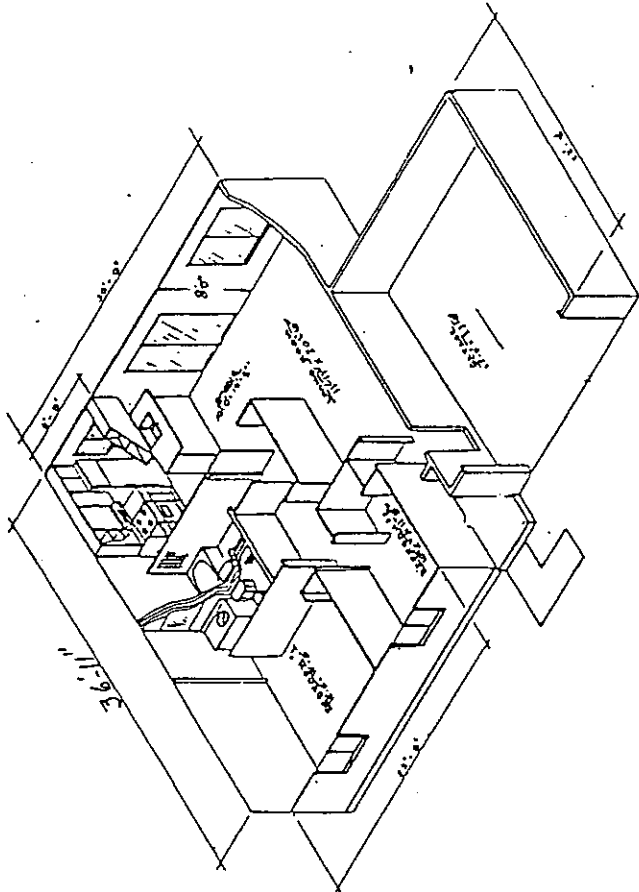


EXHIBIT D-1



Each Unit generally consists of all space within the area of the dwelling unit and garage bounded by the interior, unfinished and unpainted surfaces of the exterior walls, the first floor and ceiling of the building, as more particularly described in the Master Deed.

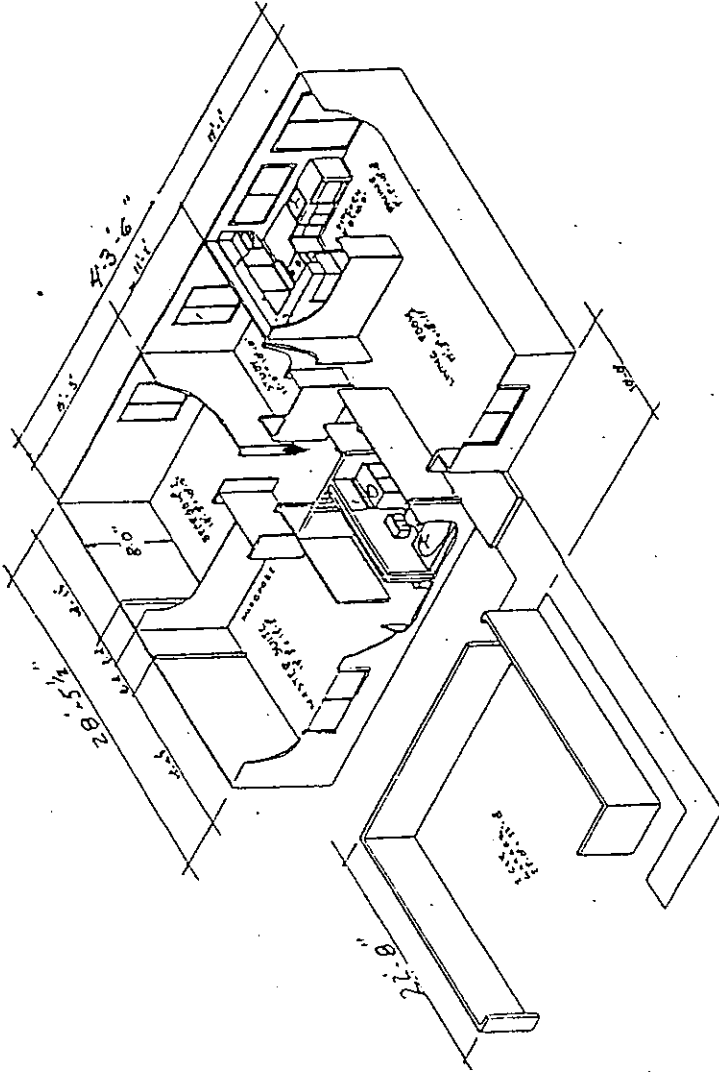
NOTE:
ROOM SIZES SHOWN ARE APPROXIMATE ONLY
NORMAL CONSTRUCTION PRACTICES MAY RESULT
IN MINOR DIMENSIONAL VARIATIONS.

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

UNIT: TIMBERLINE-42 &
TIMBERLINE-42X

R = Reversed Floor Plan

EXHIBIT D-2



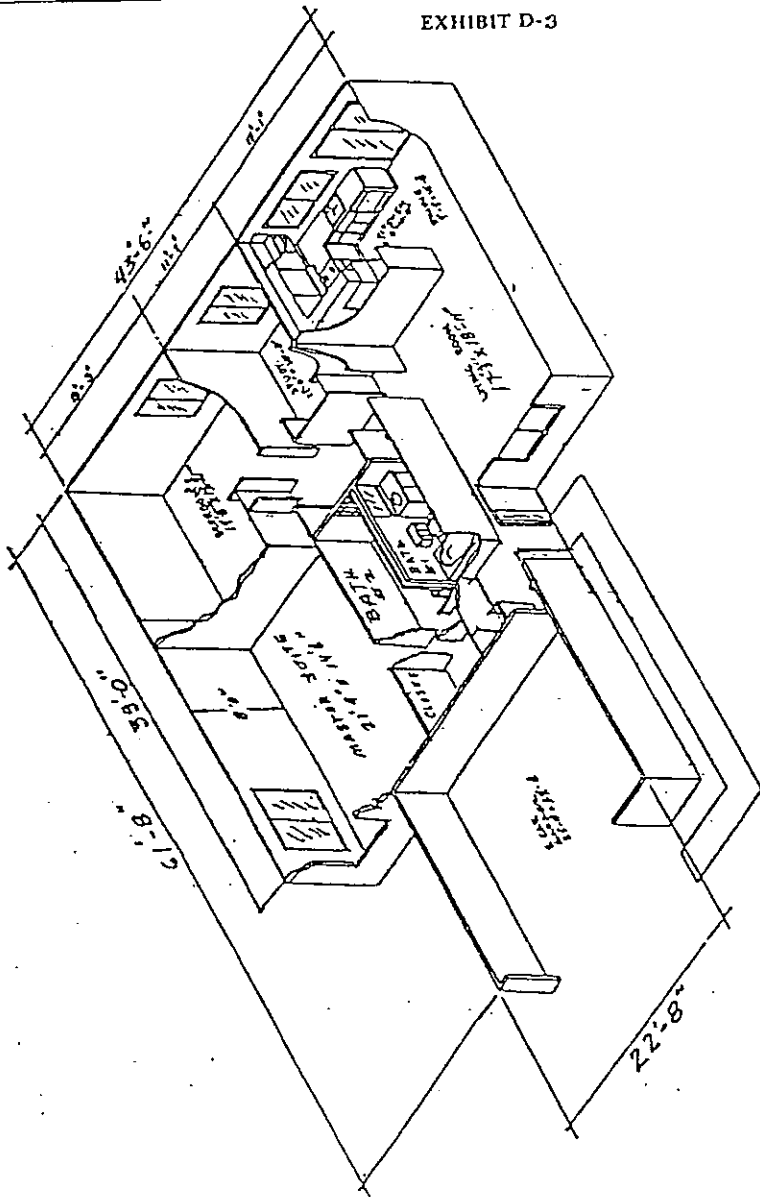
Each Unit generally consists of all space within the area of the dwelling unit and garage bounded by the interior, unfinished and unpainted surfaces of the exterior walls, the first floor and ceiling of the building, as more particularly described in the Master Deed.

NOTE:
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NORMAL CONSTRUCTION PRACTICES MAY RESULT
IN MINOR DIMENSIONAL VARIATIONS.

THREE-DIMENSIONAL VIEW OF TYPICAL
THREE-BEDROOM, BRAEBURNE APARTMENT

UNIT: BRAEBURNE-4J

EXHIBIT D-3



Each Unit generally consists of all space within the area of the dwelling unit and garage bounded by the interior, unfinished and unpainted surfaces of the exterior walls, the first floor and ceiling of the building, as more particularly described in the Master Deed.

NOTE:

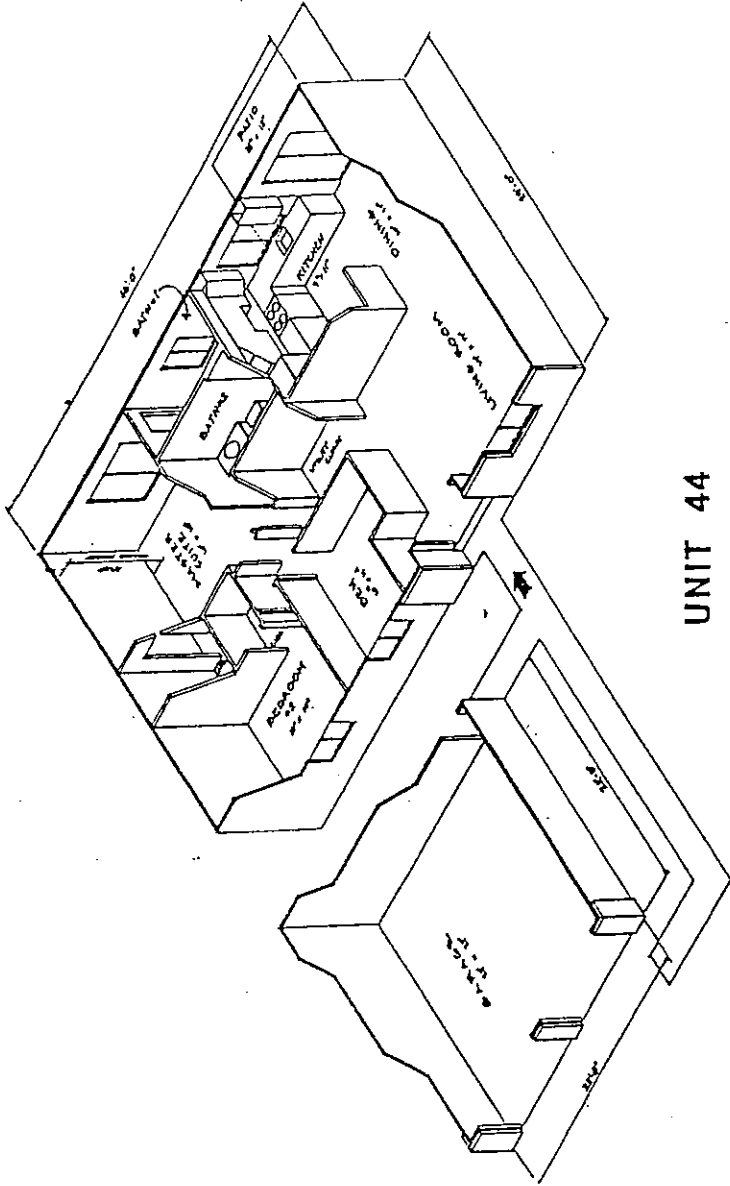
ROOM SIZES SHOWN ARE APPROXIMATE ONLY.
NORMAL CONSTRUCTION PRACTICES MAY RESULT
IN MINOR DIMENSIONAL VARIATIONS.

THREE-DIMENSIONAL VIEW OF TYPICAL
THREE-BEDROOM, EXCELSIOR APARTMENT

UNIT: EXCELSIOR-43X

R = Reversed Floor Plan

EXHIBIT D-4



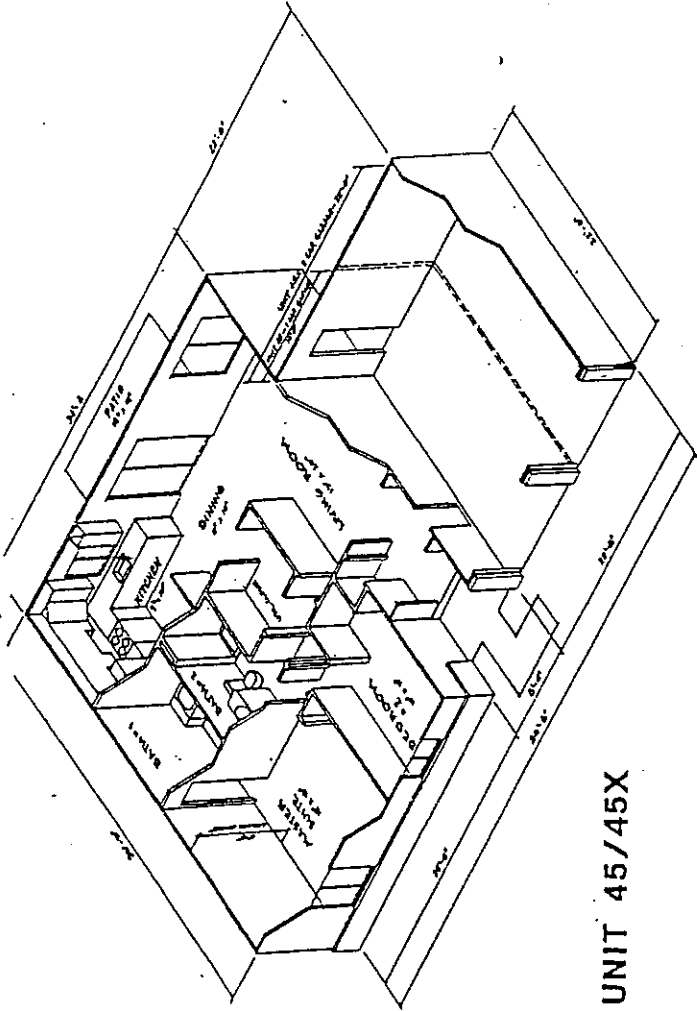
UNIT 44

Each Unit generally consists of all space within the area of the dwelling unit and garage bounded by the interior, unfinished and unpainted surfaces of the exterior walls, the first floor and ceiling of the building, as more particularly described in the Master Deed.

THREE-DIMENSIONAL VIEW OF TYPICAL
THREE-BEDROOM, BELAIR APARTMENT

NOTE:
ROOM SIZES SHOWN ARE APPROXIMATE ONLY.
NORMAL CONSTRUCTION PRACTICES MAY RESULT
IN MINOR DIMENSIONAL VARIATIONS.

EXHIBIT D-5



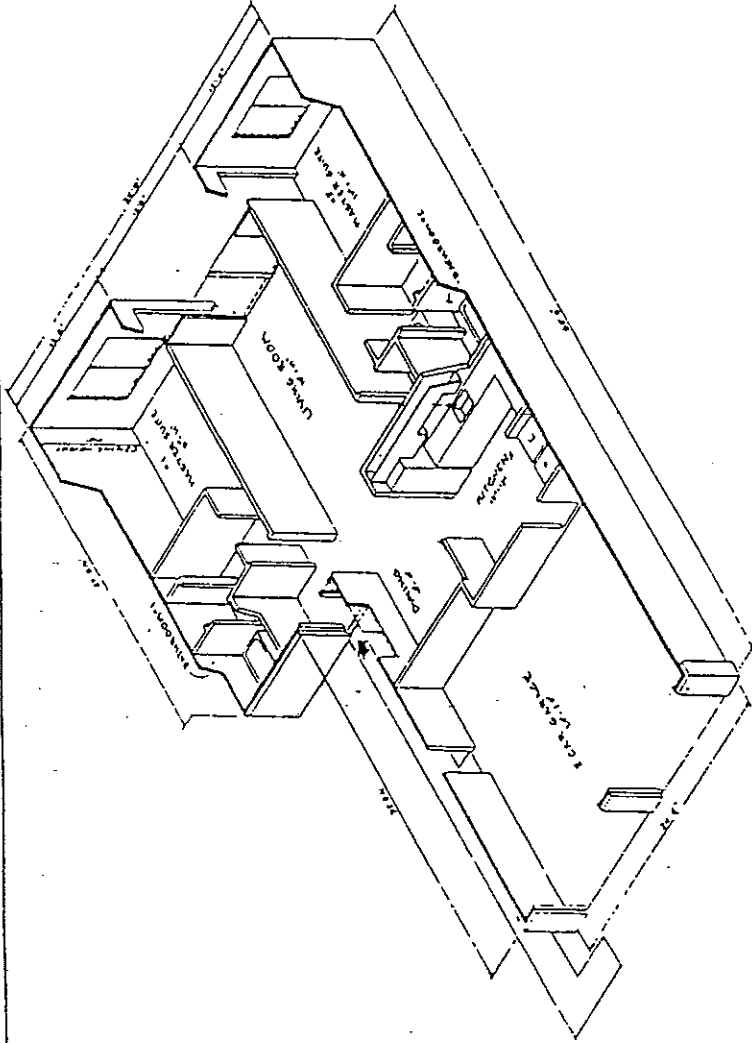
UNIT 45/45X

Each Unit generally consists of all space within the area of the dwelling unit and garage bounded by the interior, unfinished and unpainted surfaces of the exterior walls, the first floor and ceiling of the building, as more particularly described in the Master Deed.

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

NOTE:
ROOM SIZES SHOWN ARE APPROXIMATE ONLY.
NORMAL CONSTRUCTION PRACTICES MAY RESULT
IN MINOR DIMENSIONAL VARIATIONS.

EXHIBIT D-6



Each Unit generally consists of all space within the area of the dwelling unit and garage bounded by the interior, unfinished and unpainted surfaces of the exterior walls, the first floor and ceiling of the building, as more particularly described in the Master Deed.

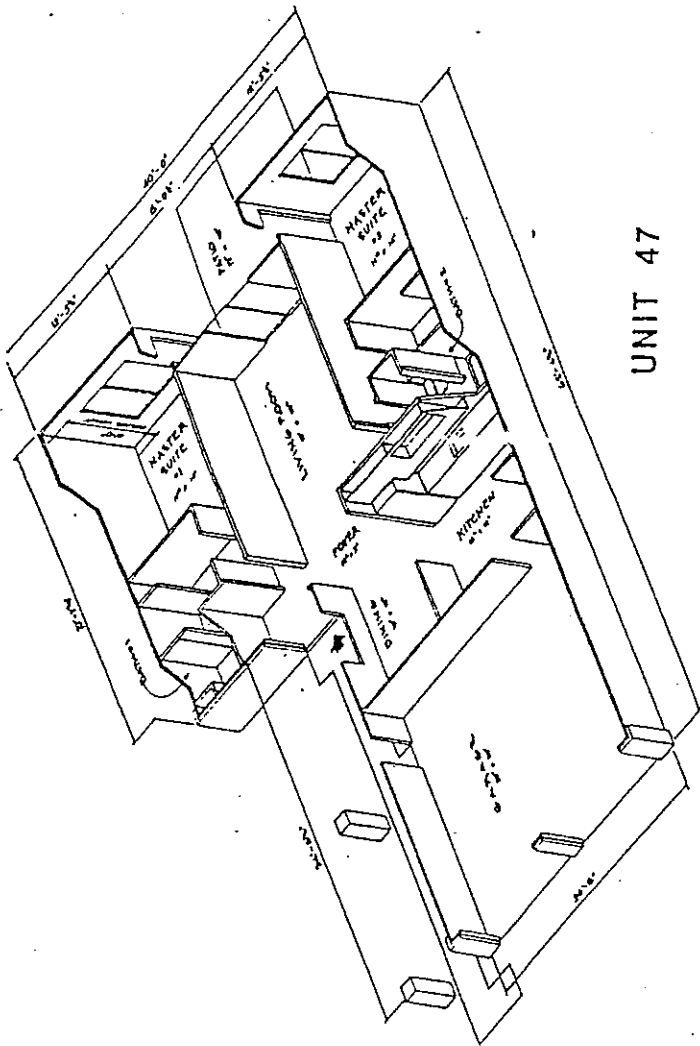
NOTE:
ROOM SIZES SHOWN ARE APPROXIMATE ONLY
NORMAL CONSTRUCTION PRACTICES MAY RESULT
IN MINOR DIMENSIONAL VARIATIONS

THREE-DIMENSIONAL VIEW OF TYPICAL
TWO-BEDROOM, MASTER LODGE APARTMENT

R- Reversed Floor Plan

UNIT: MASTER LODGE 46 X

EXHIBIT D-7



UNIT 47

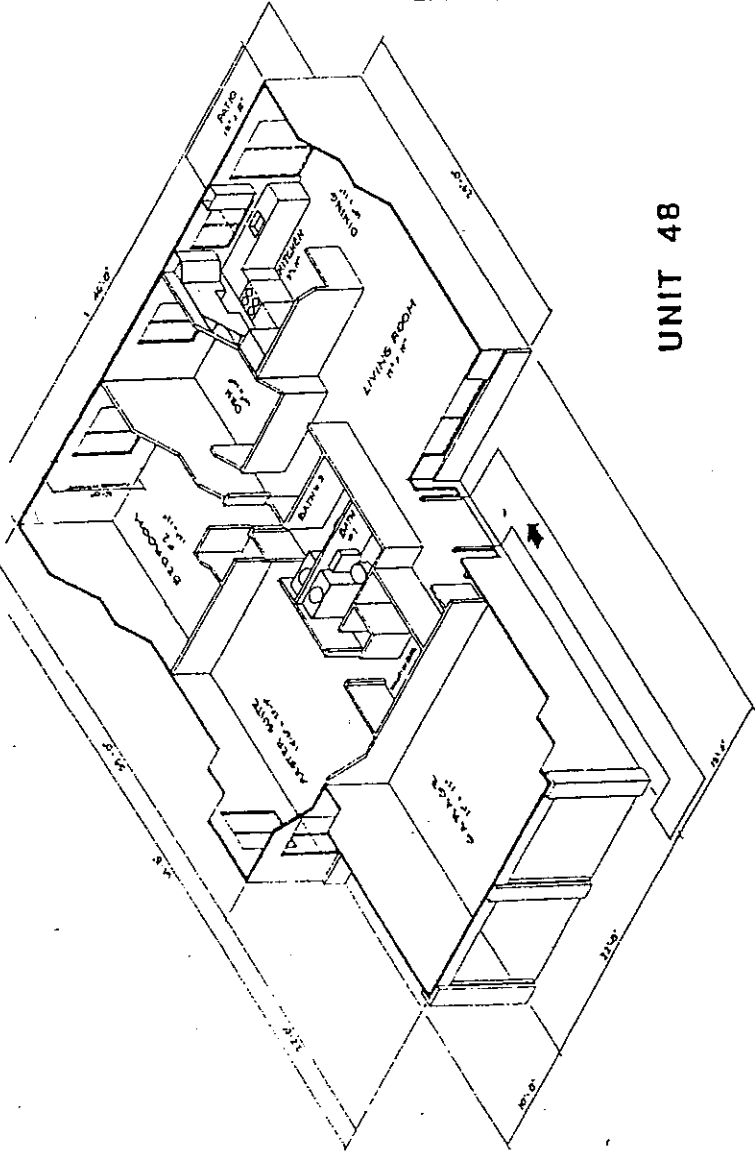
Each Unit generally consists of all space within the area of the dwelling unit and garage bounded by the interior, unfinished and unpainted surfaces of the exterior walls, the first floor and ceiling of the building, as more particularly described in the Master Deed.

THREE-DIMENSIONAL VIEW OF TYPICAL
THREE-BEDROOM, MEADOWBROOK APT.

NOTE:
ROOM SIZES SHOWN ARE APPROXIMATE ONLY.
NORMAL CONSTRUCTION PRACTICES MAY RESULT
IN MINOR DIMENSIONAL VARIATIONS.

EXHIBIT D-8

UNIT 48

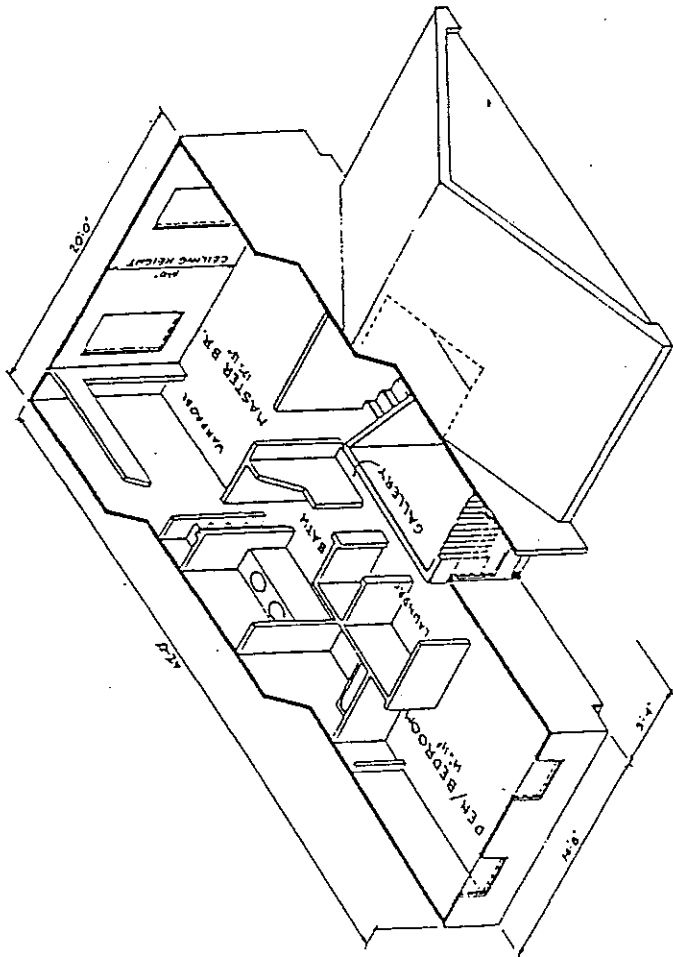


Each Unit generally consists of all space within the area of the dwelling unit and garage bounded by the interior, unfinished and unpainted surfaces of the exterior walls, the first floor and ceiling of the building, as more particularly described in the Master Deed.

THE EDGE MONT

NOTE:
ROOM SIZES SHOWN ARE APPROXIMATE ONLY.
NORMAL CONSTRUCTION PRACTICES MAY RESULT
IN MINOR DIMENSIONAL VARIATIONS.

EXHIBIT D-9 (A)

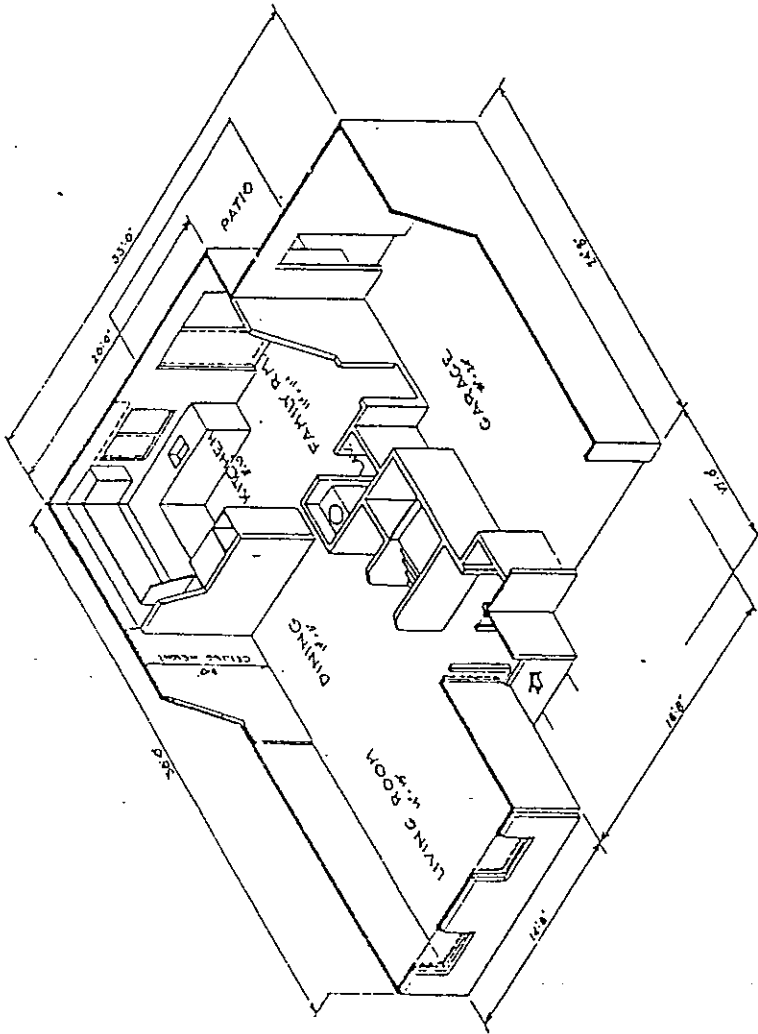


Each Unit generally consists of all space within the area of the dwelling unit and garage bounded by the interior, unfinished and unpainted surfaces of the exterior walls, the first floor and ceiling of the building, as more particularly described in the Master Deed.

NOTE:
ROOM SIZES SHOWN ARE APPROXIMATE ONLY.
NORMAL CONSTRUCTION PRACTICES MAY RESULT
IN MINOR DIMENSIONAL VARIATIONS.

THE OXFORD
UNIT: 51 SECOND FLOOR

EXHIBIT D-10(B)

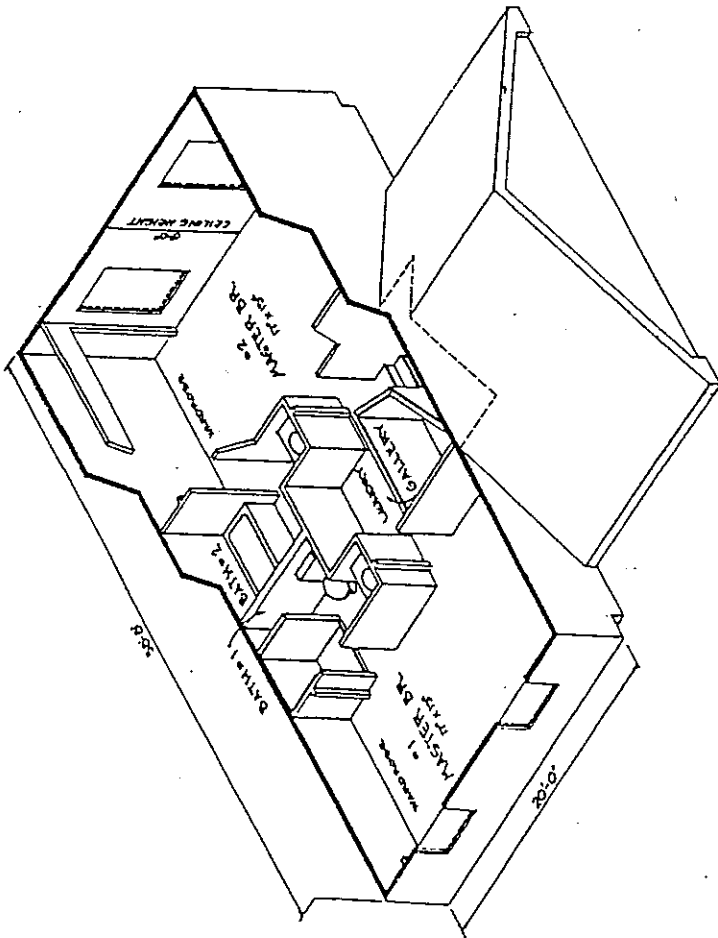


Each Unit generally consists of all space within the area of the dwelling unit and garage bounded by the interior, unfinished and unpainted surfaces of the exterior walls, the first floor and ceiling of the building, as more particularly described in the Master Deed.

NOTE
ROOM SIZES SHOWN ARE APPROXIMATE ONLY.
NORMAL CONSTRUCTION PRACTICES MAY RESULT
IN MINOR DIMENSIONAL VARIATIONS.

THE OXFORD
UNIT: 51 FIRST FLOOR

EXHIBIT D-11(A)

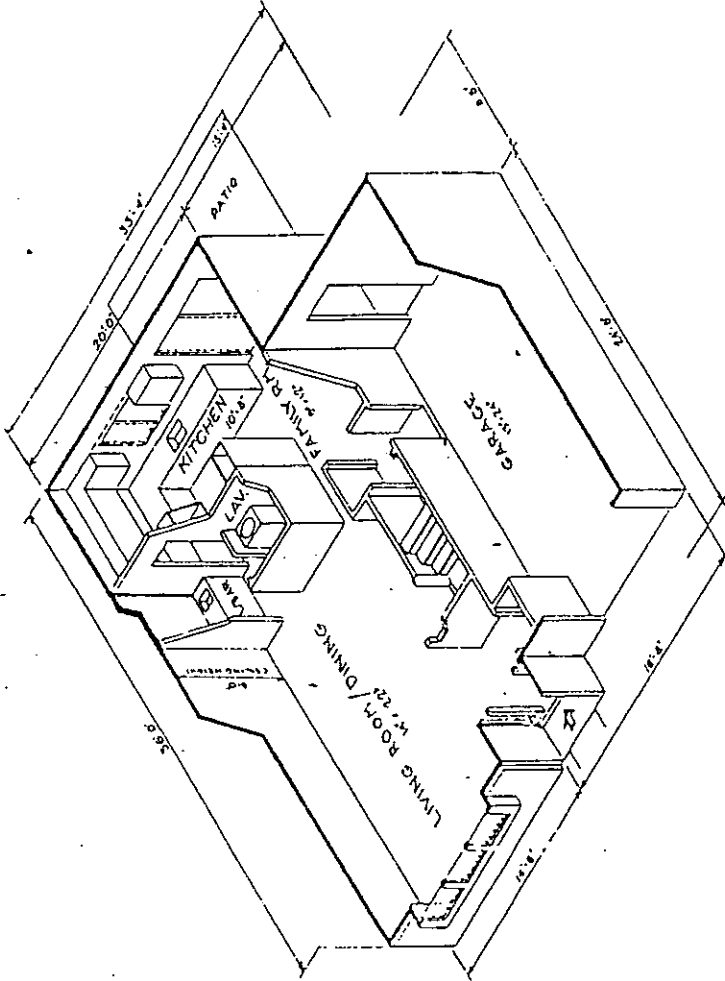


Each Unit generally consists of all space within the area of the dwelling unit and garage bounded by the interior, unfinished and unpainted surfaces of the exterior walls, the first floor and ceiling of the building, as more particularly described in the Master Decd.

NOTE:
ROOM SIZES SHOWN ARE APPROXIMATE ONLY.
NORMAL CONSTRUCTION PRACTICES MAY RESULT
IN MINOR DIMENSIONAL VARIATIONS.

THE WINDSOR
UNIT: 52 SECOND FLOOR

EXHIBIT D-12(B)



BOOK 3187 PAGE 27

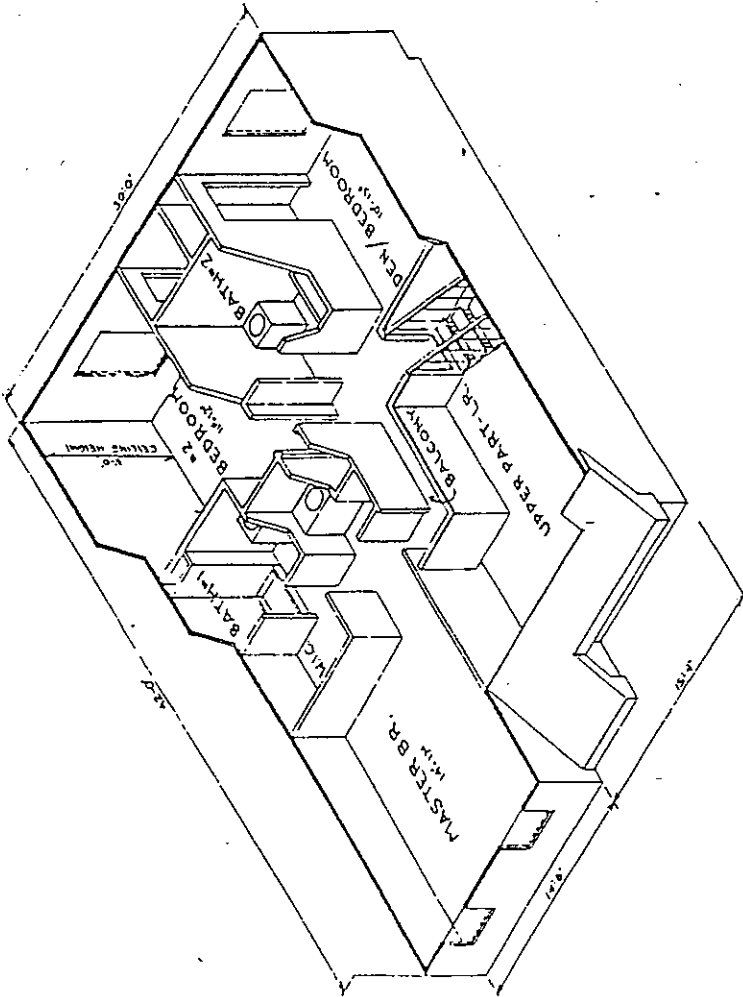
Each Unit generally consists of all space within the area of the dwelling unit and garage bounded by the interior, unfinished and unpainted surfaces of the exterior walls, the first floor and ceiling of the building, as more particularly described in the Master Deed.

NOTE:

ROOM SIZES SHOWN ARE APPROXIMATE ONLY. NORMAL CONSTRUCTION PRACTICES MAY RESULT IN MINOR DIMENSIONAL VARIATIONS.

THE WINDSOR
UNIT: 52 FIRST FLOOR

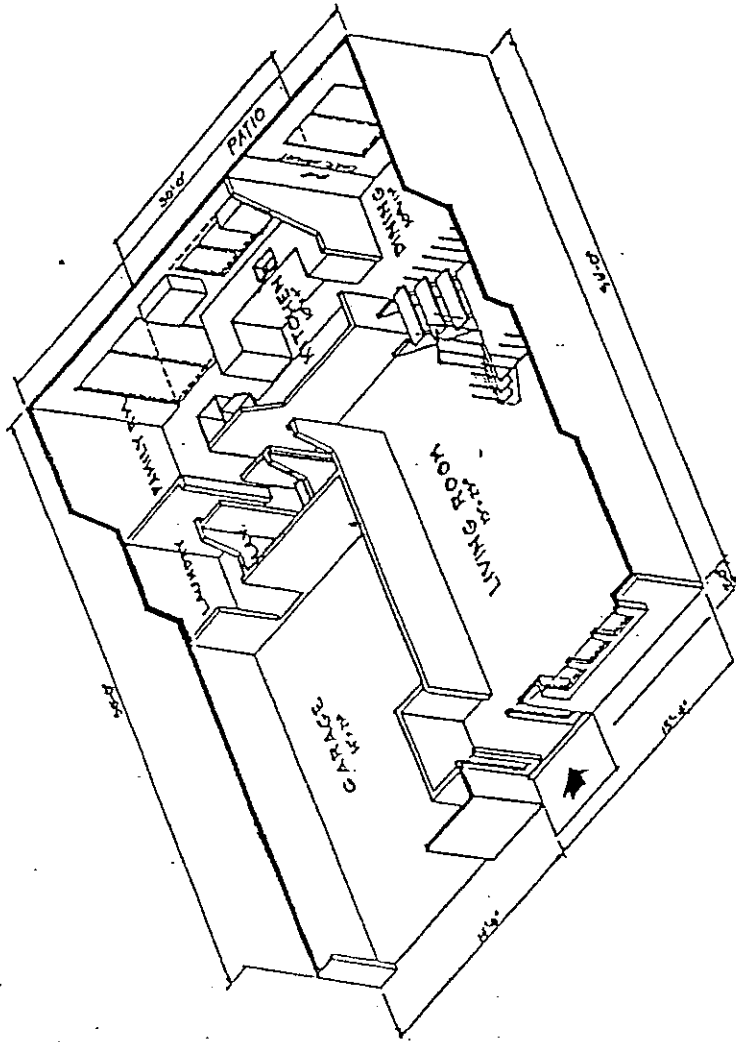
EXHIBIT D-19(A)



Each Unit generally consists of all space within the area of the dwelling unit and garage bounded by the interior, unfinished and unpainted surfaces of the exterior walls, the first floor and ceiling of the building, as more particularly described in the Master Deed.

NOTE:
ROOM SIZES SHOWN ARE APPROXIMATE ONLY.
NORMAL CONSTRUCTION PRACTICES MAY RESULT
IN MINOR DIMENSIONAL VARIATIONS

THE RUTLEDGE
UNIT: 53 SECOND FLOOR



Each Unit generally consists of all space within the area of the dwelling unit and garage bounded by the interior, unfinished and unpainted surfaces of the exterior walls, the first floor and ceiling of the building, as more particularly described in the Master Decd.

NOTE:
ROOM SIZES SHOWN ARE APPROXIMATE ONLY.
NORMAL CONSTRUCTION PRACTICES MAY RESULT
IN MINOR DIMENSIONAL VARIATIONS.

THE RUTLEDGE
UNIT: 53 FIRST FLOOR

EXHIBIT G

Schedule of Initial Sales Price and
Percentage (%) of Interest on Common Elements

<u>Bldg. No.</u>	<u>Apt. Des.</u>	<u>Unit Type</u>	<u>Initial Sales Price</u>	<u>% Int.</u>	<u>Bldg. No.</u>	<u>Apt. Des.</u>	<u>Unit Type</u>	<u>Initial Sales Price</u>	<u>% Int.</u>
1201	A	Timberline II	71,000	.0073	465	B	Timberline	68,000	.0070
1202	A	Braeburne	78,000	.0080	466	A	Timberline II	71,000	.0073
1202	B	Master Lodge	79,000	.0081	467	A	Master Lodge	79,000	.0081
1202	C	Excelsior	89,000	.0091	468	A	Timberline II	71,000	.0073
1203	A	Excelsior	89,000	.0091	469	A	Timberline	68,000	.0070
1203	B	Timberline II	71,000	.0073	469	B	Braeburne	78,000	.0080
1203	C	Excelsior	89,000	.0091	470	A	Excelsior	89,000	.0091
1204	A	Master Lodge	79,000	.0081	470	B	Timberline	68,000	.0070
1205	A	Excelsior	89,000	.0091	470	C	Excelsior	89,000	.0091
1206	A	Timberline II	71,000	.0073	471	A	Edgemont	102,000	.0104
1207	A	Timberline II	71,000	.0073	472	A	Meadowbrook	93,000	.0095
1207	B	Master Lodge	79,000	.0081	473	A	Braeburne	78,000	.0080
1208	A	Braeburne	78,000	.0080	473	B	Timberline	68,000	.0070
1208	B	Timberline	68,000	.0070	473	C	Master Lodge	79,000	.0081
1208	C	Master Lodge	79,000	.0081	474	A	Excelsior	89,000	.0091
1209	A	Timberline	68,000	.0070	474	B	Master Lodge	79,000	.0081
1210	A	Master Lodge	79,000	.0081	475	A	Timberline II	71,000	.0073
457	A	Master Lodge	79,000	.0081	476	A	Braeburne	78,000	.0080
458	A	Timberline II	71,000	.0073	476	B	Timberline	68,000	.0070
459	A	Excelsior	89,000	.0091	477	A	Master Lodge	79,000	.0081
460	A	Timberline II	71,000	.0073	478	A	Timberline	68,000	.0070
461	A	Master Lodge	79,000	.0081	479	A	Timberline II	71,000	.0073
462	A	Windsor	73,000	.0074	480	A	Braeburne	78,000	.0080
462	B	Rutledge	80,000	.0082	480	B	Timberline II	71,000	.0073
462	C	Oxford	70,000	.0071	480	C	Master Lodge	79,000	.0081
463	A	Tamarack II	85,000	.0086	481	A	Braeburne	78,000	.0080
463	B	Meadowbrook	93,000	.0095	481	B	Timberline	68,000	.0070
464	A	Belair	92,000	.0094	482	A	Excelsior	89,000	.0091
464	B	Tamarack II	85,000	.0086	482	B	Master Lodge	79,000	.0081
464	C	Meadowbrook	93,000	.0095	482	C	Timberline II	71,000	.0073
465	A	Braeburne	78,000	.0080	483	A	Oxford	70,000	.0071

EXHIBIT G

Schedule of Initial Sales Price and
Percentage (%) of Interest on Common Elements

Apt. Des.	Unit Type	Initial Sales Price	% Int.	Bldg. No.	Apt. Des.	Unit Type	Initial Sales Price	% Int.
B	Rutledge	80,000	.0082	497	A	Tamarack II	85,000	.0086
C	Rutledge	80,000	.0082	497	B	Belair	92,000	.0094
D	Oxford	70,000	.0071	498	A	Tamarack II	85,000	.0086
A	Master Lodge	79,000	.0081	499	A	Belair	92,000	.0094
B	Timberline II	71,000	.0073	499	B	Tamarack II	85,000	.0086
A	Braeburne	78,000	.0080	499	C	Meadowbrook	93,000	.0095
B	Timberline	68,000	.0070	500	A	Edgemont	102,000	.0104
C	Master Lodge	79,000	.0081	501	A	Excelsior	89,000	.0091
A	Master Lodge	79,000	.0081	501	B	Timberline II	71,000	.0073
B	Timberline	68,000	.0070	502	A	Tamarack II	85,000	.0086
C	Braeburne	78,000	.0080	503	A	Tamarack II	85,000	.0086
A	Timberline	68,000	.0070	503	B	Edgemont	102,000	.0104
B	Excelsior	89,000	.0091	504	A	Braeburne	78,000	.0080
A	Excelsior	89,000	.0091	504	B	Timberline II	71,000	.0073
B	Master Lodge	79,000	.0081	505	A	Master Lodge	79,000	.0081
A	Master Lodge	79,000	.0081	505	B	Timberline II	71,000	.0073
B	Timberline	68,000	.0070	505	C	Braeburne	78,000	.0080
C	Braeburne	78,000	.0080	506	A	Excelsior	89,000	.0091
A	Braeburne	78,000	.0080	507	A	Timberline II	71,000	.0073
B	Timberline II	71,000	.0073	508	A	Excelsior	89,000	.0091
C	Master Lodge	79,000	.0081	508	B	Master Lodge	79,000	.0081
A	Tamarack II	85,000	.0086	509	A	Master Lodge	79,000	.0081
B	Belair	92,000	.0094	510	A	Timberline II	71,000	.0073
A	Oxford	70,000	.0071	510	B	Braeburne	78,000	.0080
B	Rutledge	80,000	.0082	511	A	Timberline II	71,000	.0073
C	Rutledge	80,000	.0082	512	A	Timberline II	71,000	.0073
D	Oxford	70,000	.0071	513	A	Braeburne	78,000	.0080
A	Edgemont	102,000	.0104	513	B	Timberline	68,000	.0070
B	Meadowbrook	93,000	.0095	513	C	Master Lodge	79,000	.0081
A	Tamarack II	85,000	.0086					
A	Tamarack II	85,000	.0086					
A	Edgemont	102,000	.0104					

3187

MASTER DEED

FOR

THOMAS J. FROST
COUNTY CLERK

APR 28 1981 P 2: 53
3187

CLEARBROOK NOTINGHAM VILLAGE
A CONDOMINIUM, SECTION NO. 12 & 12A

Dated: April 21, 1981

RECORD AND RETURN TO:

ARTHUR L. PHILLIPS
Counselor at Law
87 Bayard Street
P.O. Box 724
New Brunswick, NJ 08903
(Atty Trust Acct. 01860)

3187-65

AMENDMENT TO MASTER DEED

THIS AMENDMENT, made the 1st day of April, 1982, by
CLEARBROOK, INC., a New Jersey corporation,
having offices at 201 Forsgate Drive, Jamesburg,
New Jersey 08831,

hereinafter referred to as "GRANTOR".

W I T N E S S E T H :

WHEREAS, Grantor, by a certain Master Deed submitted
declared and established certain properties to the form of owner-
ship known and designated as Clearbrook Nottingham Village ,
Condominium Section No. 12 and 12A, which Master Deed bears date
April 21, 1981 and was recorded in the Middlesex County Clerk's
Office on April 28, 1981 in Book 3187 of Deeds at Page 1; and

WHEREAS, attached to said Master Deed as Exhibit E
are the By-Laws of Clearbrook Nottingham Village Condominium
Association No. 12; and

WHEREAS, an institutional mortgage lender has
requested an amendment to the By-Laws in order to comply with
the conditions and warranties provided for by the Federal Home
Loan Mortgage Corporation; and

WHEREAS, at a special meeting held on March 31,
1982, a Resolution was adopted by Clearbrook Nottingham Village

267-82


Condominium Association No. 12.

NOW, THEREFORE, Grantor hereby declares that the Resolution amending the By-Laws of said Condominium amending a portion of Exhibit E is attached hereto and shall constitute an amendment to the original Exhibit E attached to the original Master Deed recorded in Deed Book 3187 at Page 1.

WITNESSETH, the hand and seal of the Grantor, Clearbrook, Inc., a New Jersey corporation, which has been affixed by its Vice-President and Secretary, the date and year first above written.

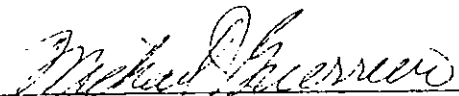
CLEARBROOK, INC.

ATTEST:



ALEXANDER BRIGGIN,
Secretary

BY:



MICHAEL J. GUERRIERO,
Vice-President

STATE OF NEW JERSEY:

SS:

COUNTY OF MIDDLESEX:

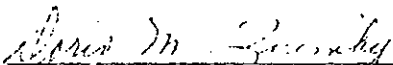
BE IT REMEMBERED, that on this 1st day of April, 1982, before me, the subscriber, an officer duly authorized pursuant to

BOOK 323 PAGE 827

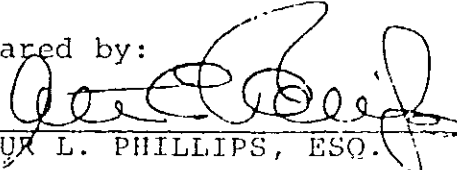
N.J.S.A. 46:14-6, personally appeared ALEXANDER BRIGGIN, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction that he is the Secretary of the Corporation named in the within Instrument; that MICHAEL J. GUERRIERO, is the Vice-President of said Corporation; that the execution, 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 the 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 Vice-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.

Sworn to and subscribed
before me, the date
aforesaid.


ALEXANDER BRIGGIN, Secretary


DORIS M. QUIMBY
A Notary Public of New Jersey.
My commission expires March 12, 1984.

Prepared by:


ARTHUR L. PHILLIPS, ESQ.