

MASTER DEED

FOR

CLEARBROOK GLADSTONE VILLAGE,  
A CONDOMINIUM, SECTION NO. 7

BB 2962-141  
12-30-76

Dated: October 18th, 1976

Prepared by: E. Kenneth Williams, Jr., Esq.

RECORD AND RETURN TO:  
ARTHUR L. PHILLIPS  
Counsellor At Law  
87 Bayard Street  
P. O. Box 724  
New Brunswick, N.J.  
08903

DBK 2962-141  
Rec. 12-30-76

## MASTER DEED

THIS MASTER DEED, made this \_\_\_\_\_ day of \_\_\_\_\_ 1976, 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 35 buildings, containing from one to three dwelling units aggregating 62 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 Gladstone Village, a Condominium, Section No. 7 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 Gladstone Village, a Condominium, Section No. 7, 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 Gladstone Village Condominium, Section Seven, 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 March 1, 1976, and attached hereto as Exhibit "B" and made a part hereof.

2. The Condominium will contain thirty-five (35) buildings containing 62 units as shown on that certain plot, entitled "Clearbrook Gladstone Village Condominium Section Seven 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 March 1, 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 or three 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

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 three 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, 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 windows, 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 sixty-two (62).

## 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.

(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 windows, 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 Gladstone Village Condominium Association No. 7 (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, 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, 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. *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 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:

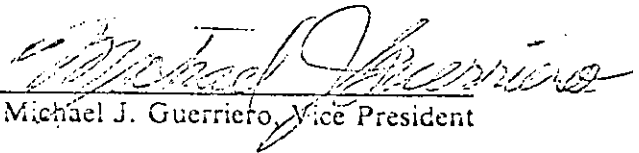
1. Exhibit A —  
Metes and bounds description of Condominium consisting of 3 pages.
2. Exhibit B —  
Map known as "Clearbrook Gladstone Village Condominium Section Seven, Survey and Easements" situated in Monroe Township, Middlesex County, New Jersey.
3. Exhibit C —  
Plat known as "Clearbrook Gladstone Village Condominium Section Seven, Building Location Plan" situated in Monroe Township, Middlesex County, New Jersey.
4. Exhibit D —  
Tri-Dimensional Drawings of the three model types.
5. Exhibit E —  
By-Laws of Clearbrook Gladstone Village Condominium Association No. 7, consisting of 14 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

ATTEST:

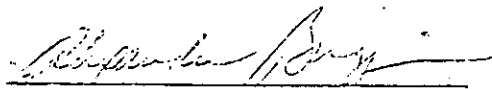
  
Alexander Briggan, Secretary



EXHIBIT A  
CLEARBROOK GLADSTONE VILLAGE, A CONDOMINIUM, SECTION NO. 7  
DESCRIPTION OF PROPERTY

The following is a description of property situated in Monroe Township, Middlesex County, New Jersey, said property being known and designated as Section 7 of the "Subdivision of Clearbrook".

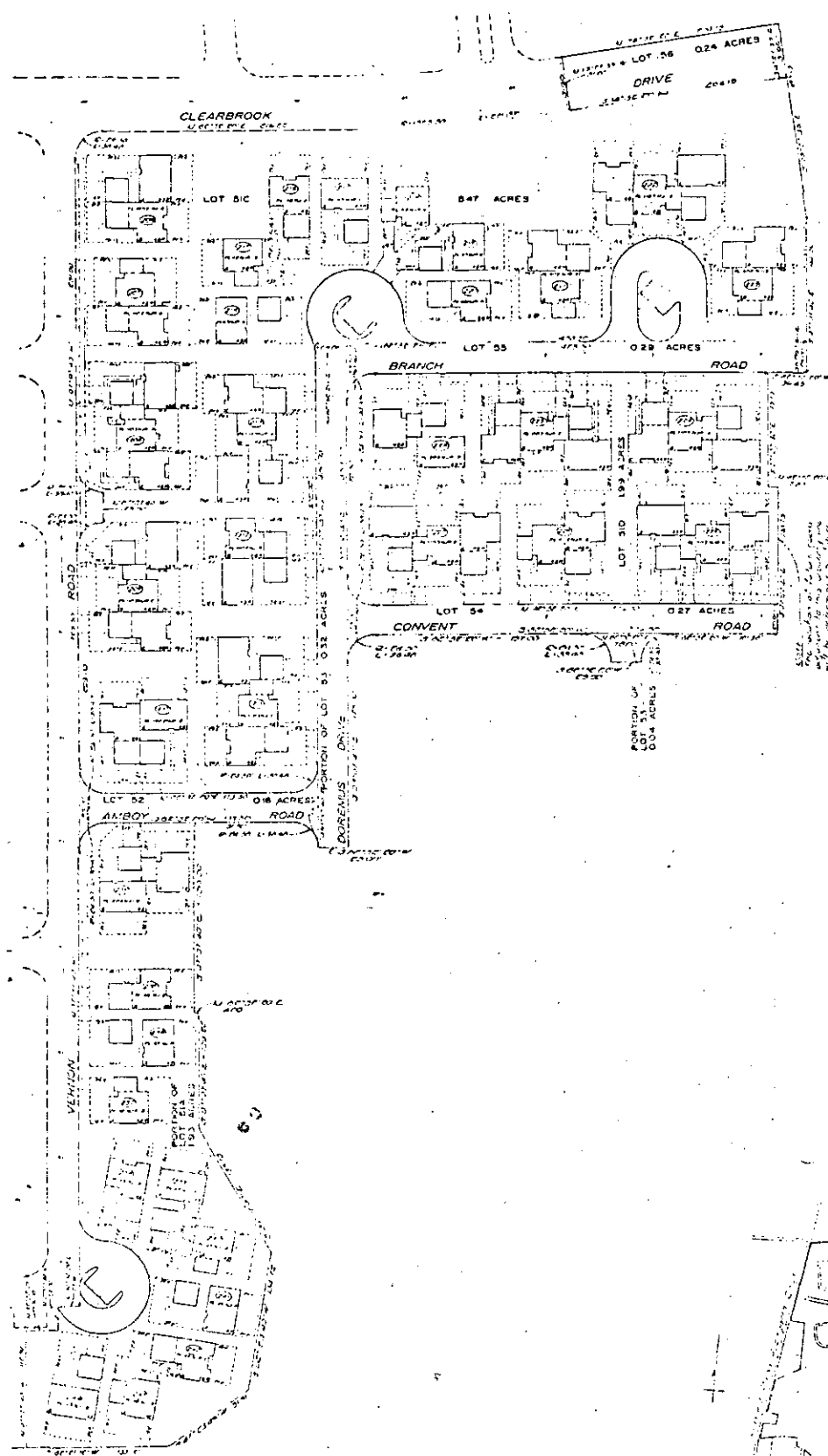
BEGINNING at a point, said point being the southeasterly corner of "Section Four (4) of Clearbrook", said point also being the terminus of the ninth course as set forth in a certain metes and bounds description in a certain deed dated March 14, 1974 made by Rossmoor Corporation, a California corporation, to Aaron Cross Construction Co., Inc., a New Jersey corporation, which deed was recorded in the Middlesex County Clerk's office on March 19, 1974 in Deed Book 2844, Pages 645 & c. and from said beginning point, running thence:

(1) N.07°07'40"W., 112.90 feet to a point; thence (2) N.82°52'20"E., 30.00 feet to a point; thence (3) N.07°07'40"W., 23.00 feet to a point; thence (4) N.82°52'20"E., 20.00 feet to a point; thence (5) N.07°07'40"W., 725.50 feet to a point of curvature; thence (6) Along a curve to the right, having a radius of 24.50 feet, an arc length of 38.48 feet to a point of tangency; thence (7) N.07°07'40"W., 29.00 feet to a point of curvature; thence (8) along a curve to the right, having a radius of 24.50 feet, an arc length of 38.48 feet to a point of tangency; (9) N.07°07'40"W., 291.00 feet to a point of curvature; thence (10) Along a curve to the right, having a radius of 24.50 feet, an arc length of 38.48 feet to a point of tangency; thence (11) N.82°52'20"E., 216.00 feet to a point of curvature; thence (12) Along a curve to the left, having a radius of 1525.50 feet, an arc length of 221.87 feet to a point of tangency; thence (13) N.15°27'39"W., 51.00 feet to a point; thence (14) N.74°32'20"E., 204.19 feet to a point; thence (15) S.15°27'40"E., 183.15 feet to a point; thence (16) S.07°07'40"E., 144.50 feet to a point; thence (17) S.82°52'20"W., 36.45 feet to a point; thence (18) S.07°07'40"E., 109.75 feet to a point; thence (19) S.82°52'20"E., 7.83 feet to a point; thence (20) S.07°07'40"E., 138.75 feet to a point; thence (21) S.82°52'20"W., 101.38 feet to a point of curvature; thence (22) Along a curve to the left having a radius of 24.50 feet, an arc length of 38.48 feet to a point; thence (23) S.82°52'20"W., 29.00 feet to a point; thence (24) Northwesterly 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, thence (25) S.82°52'20"W., 197.00 feet to a point of curvature; thence (26) Along a curve to the left, having a radius of 24.50 feet, an arc length of 38.48 feet to a point of tangency; thence (27) S.07°07'40"E., 178.00 feet to a point; thence (28) S. 82°52'20"W., 29.00 feet to a point; thence (29) Northwesterly along a curve to the left, having a radius of 24.50 feet, an arc length of 38.48 feet to a point of tangency; thence (30) S.82°52'20" W., 91.50 feet to a point; thence (31) S.07°07'40"E., 180.00 feet to a point; thence (32) N.82°52'20"E., 4.00 feet to a point; thence (33) S.07°07'40"E., 109.22 feet to a point; thence (34) S.36°07'40"E., 139.75 feet to a point; thence (35) S.02°23'49"W., 134.72 feet to a point; thence (36) S.47°23'49"W., 91.91 feet to a point; thence (37) S.82°21'12"W., 133.12 feet to the point of BEGINNING.

Contains 10.71 Acres.

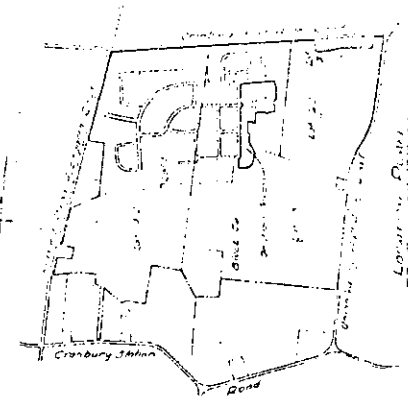
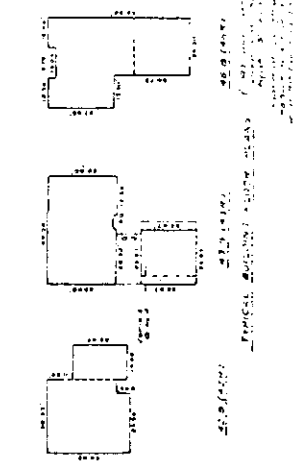
Being known as Section Seven as shown on map entitled "Tract Map, Subdivision of Clearbrook, Tract Map of Section 7, a Planned Retirement Community by Aaron Cross Construction Company, Inc. situated in Monroe Township, Middlesex County, New Jersey, Scale: 1" = 40', Date: 5/6/74, amended: 7/26/76, Lynch, Carmo Dombrowski, Consulting Engineers, Land Surveyors, Planners, Terrace Professional Building, 582 Plaza Terrace East, Brick Town, N.J."

EXHIBIT B



Map of Clearbrook  
 1.50 Acre  
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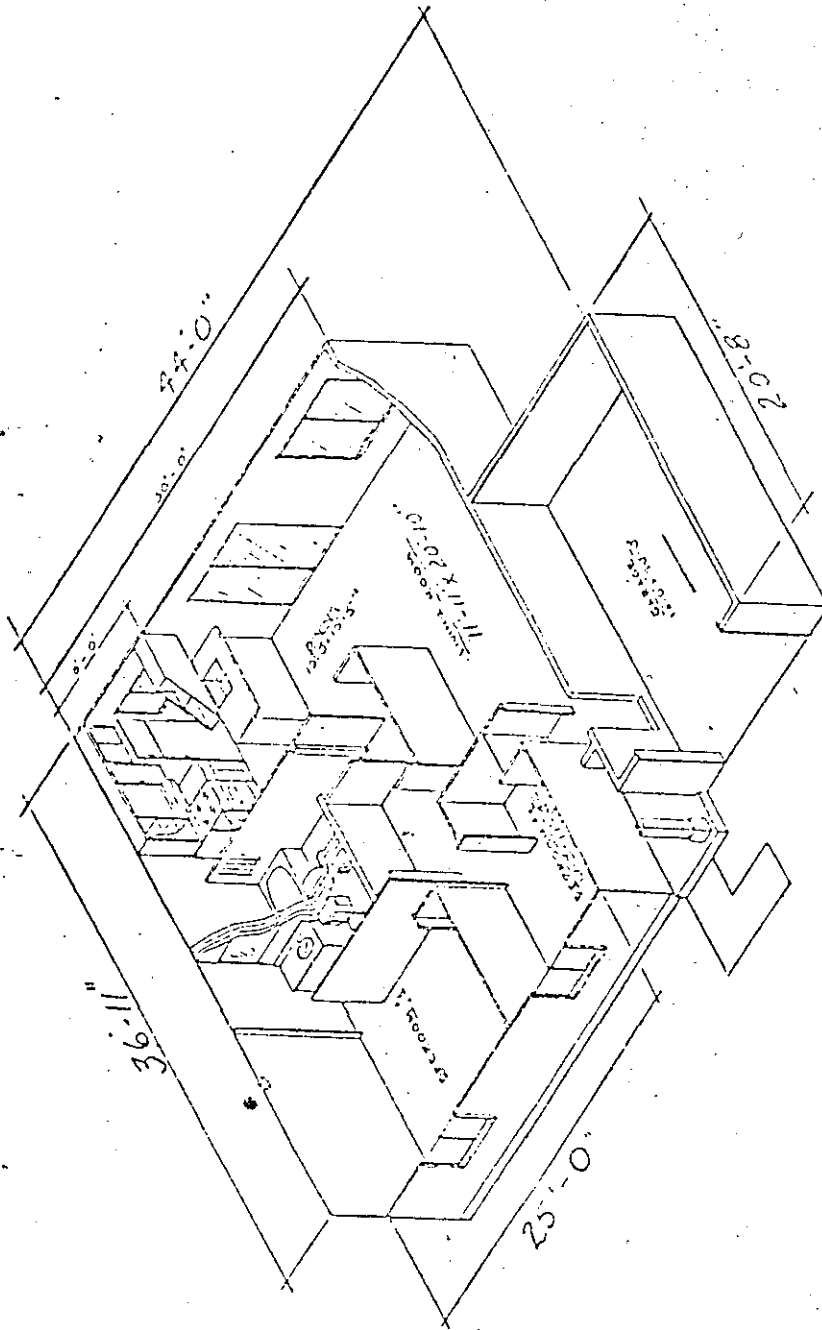
CLEARBROOK  
 CLEARBROOK, VILLAGE COMMUNITY  
 SURVEY AND EASEMENTS

SECTION  
 LOT NO  
 1 of 1

LYNCH, GARIMODY & DOMBROWSKI  
 CIVIL ENGINEERS, LAND SURVEYORS & PLANNERS  
 1000 E. 10th Street, Suite 100, Cranbury, NJ 08512  
 PHONE: 609-426-1111 FAX: 609-426-1112



EXHIBIT D-1



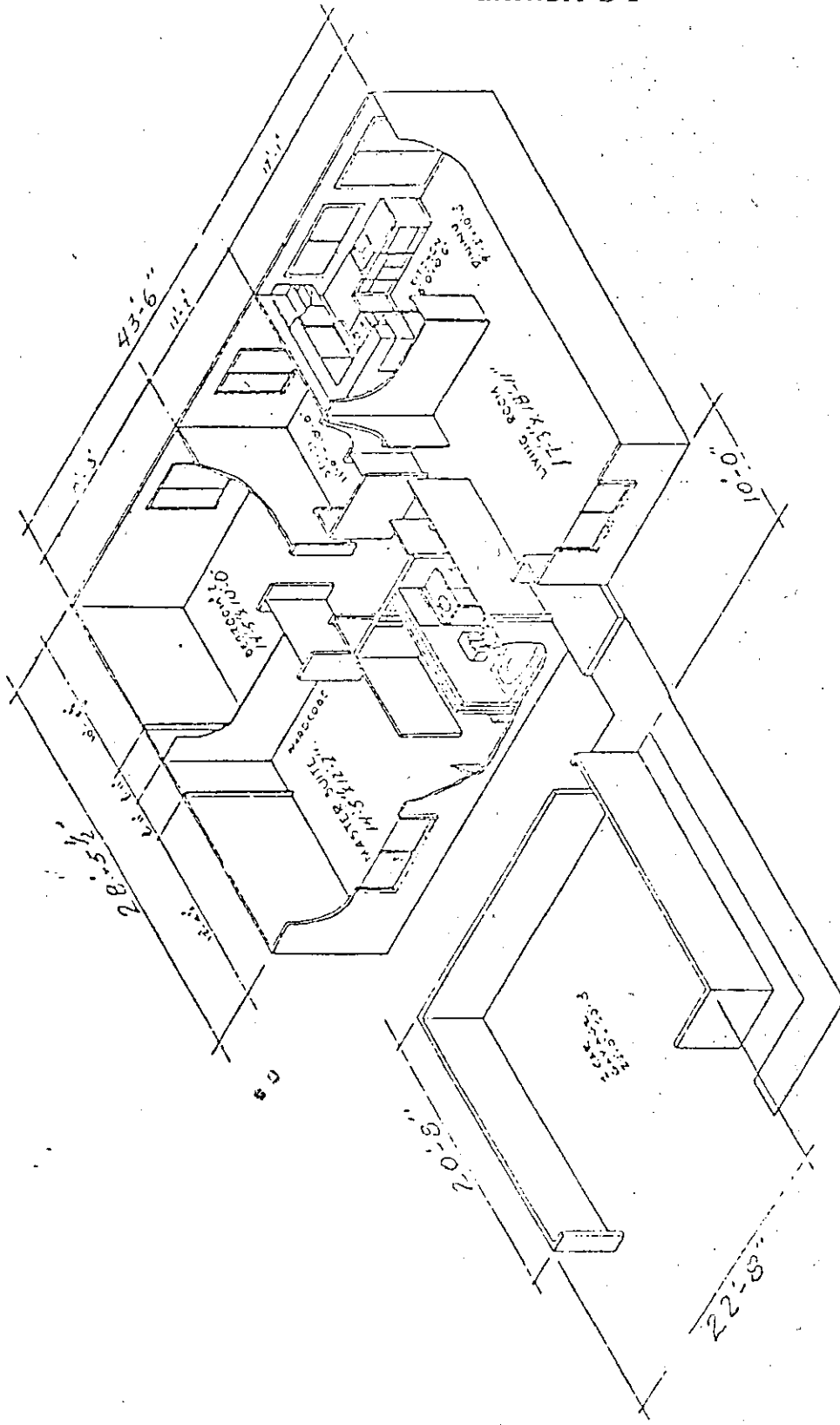
THREE-DIMENSIONAL VIEW OF TYPICAL  
TWO-BEDROOM, TIMBERLINE APARTMENT

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

UNIT: TIMBERLINE - 42

R=Reversed Floor Plan

EXHIBIT D-2



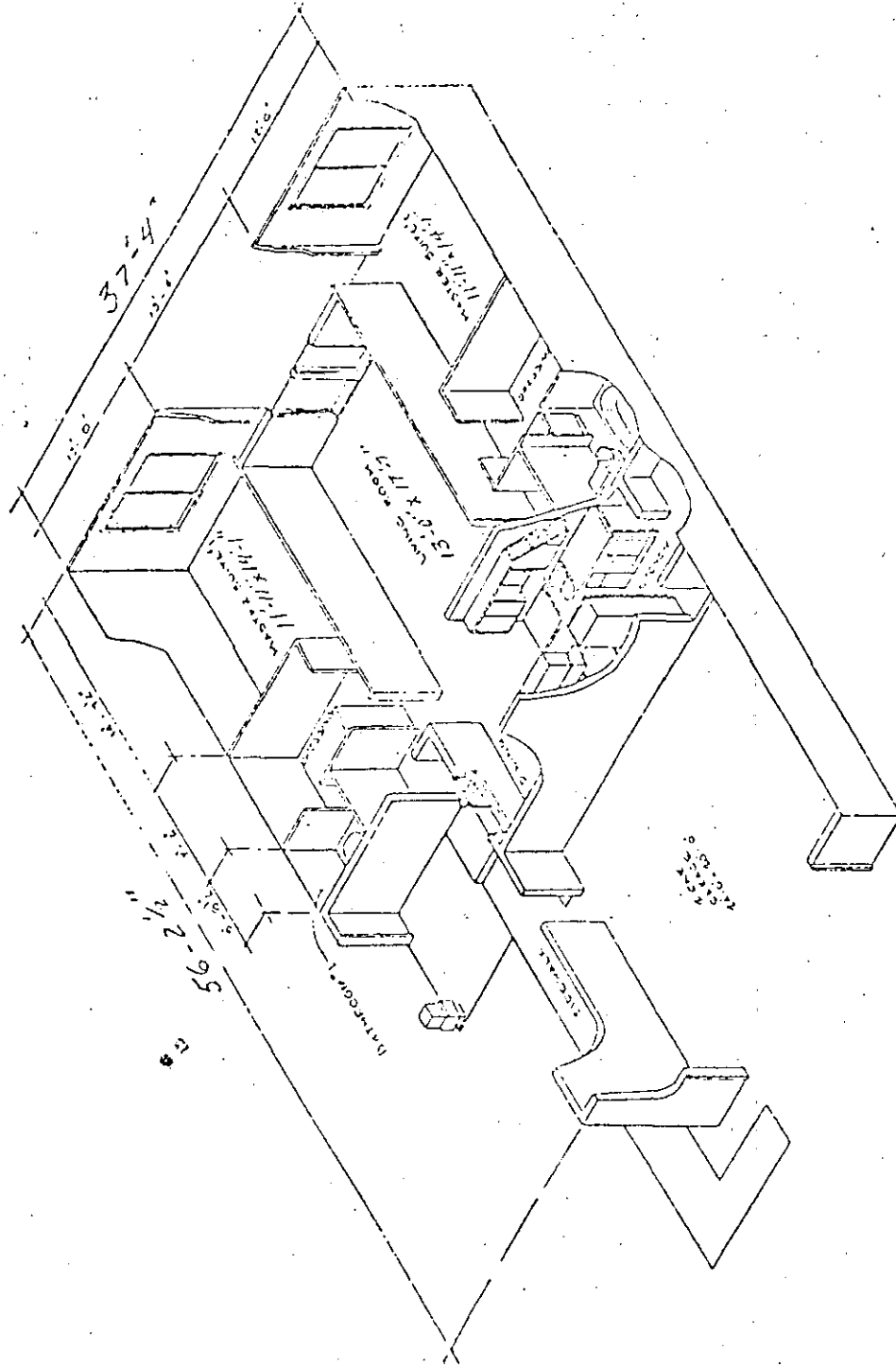
THREE-DIMENSIONAL VIEW OF TYPICAL  
THREE-BEDROOM, BRAEBURNE APARTMENT

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

UNIT: BRAEBURNE - 43

R=Reversed Floor Plan

EXHIBIT D-3



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

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

UNIT: MASTER LODGE - 2

R=Reversed Floor Plan



EXHIBIT G  
Schedule of Initial Sales Price and  
Percentage (%) of Interest in Common Elements

Bldg. No.	Apt. Des.	Unit Type	Initial Sales Price	Int.	Bldg. No.	Apt. Des.	Unit Type	Initial Sales Price	Int.
206	A	Braeburne	47,500	1.701	225	B	Timberline	42,500	1.521
206	B	Master Lodge	45,000	1.612	225	C	Master Lodge	45,000	1.612
207	A	Timberline	42,500	1.522	226	A	Braeburne	47,500	1.701
207	B	Master Lodge	45,000	1.612	226	B	Timberline	42,500	1.522
208	A	Braeburne	47,500	1.701	227	A	Braeburne	47,500	1.701
208	B	Timberline	42,500	1.521	227	B	Timberline	42,500	1.521
208	C	Master Lodge	45,000	1.612	227	C	Master Lodge	45,000	1.612
209	A	Braeburne	47,500	1.701	228	A	Timberline	42,500	1.521
209	B	Timberline	42,500	1.521	228	B	Master Lodge	45,000	1.612
209	C	Master Lodge	45,000	1.612	229	A	Braeburne	47,500	1.700
210	A	Master Lodge	45,000	1.612	229	B	Timberline	42,500	1.522
210	B	Braeburne	47,500	1.701	229	C	Master Lodge	45,000	1.611
211	A	Master Lodge	45,000	1.612	234	A	Timberline	42,500	1.522
211	B	Timberline	42,500	1.521	234	B	Braeburne	47,500	1.701
211	C	Braeburne	47,500	1.701	235	A	Master Lodge	45,000	1.612
212	A	Braeburne	47,500	1.701	236	A	Braeburne	47,500	1.701
212	B	Master Lodge	45,000	1.612	237	A	Timberline	42,500	1.522
213	A	Braeburne	47,500	1.701	238	A	Master Lodge	45,000	1.612
213	B	Timberline	42,500	1.521	239	A	Braeburne	47,500	1.701
213	C	Master Lodge	45,000	1.612	240	A	Timberline	42,500	1.522
214	A	Braeburne	47,500	1.701	241	A	Braeburne	47,500	1.701
215	A	Timberline	42,500	1.522	242	A	Master Lodge	45,000	1.612
216	A	Master Lodge	45,000	1.612	243	A	Timberline	42,500	1.522
217	A	Braeburne	47,500	1.701	244	A	Braeburne	47,500	1.701
218	A	Timberline	42,500	1.522					
219	A	Braeburne	47,500	1.701					
220	A	Master Lodge	45,000	1.612					
221	A	Timberline	42,500	1.522					
221	B	Master Lodge	45,000	1.612					
222	A	Master Lodge	45,000	1.612					
222	B	Timberline	42,500	1.521					
222	C	Braeburne	47,500	1.701					
223	A	Master Lodge	45,000	1.612					
223	B	Timberline	42,500	1.522					
224	A	Braeburne	47,500	1.700					
224	B	Timberline	42,500	1.521					
224	C	Master Lodge	45,000	1.611					
225	A	Braeburne	47,500	1.701					