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Renneth T. Bills, Esq.

MASTER DEED

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THIS MASTER DEED, made this day of 1927, by Clearbrook, Inc., a New Jersey corporation, having offices at 201 Forsgate Drive, Jamesburg, 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 73 buildings, containing from one to four dwelling units aggregating 160 dwelling units; and \pm

WHEREAS, it is the present intention of the Grantor to establish the form of ownership of the aforedescribed lands and premises as a condominium pursuant to the provisions of N.J.S.A. 46:82-1 to 30 (the Condominium Act) under the name of Clearbrook Oxford Village, a Condominium, Section No. 14 and to that end to cause this Master Deed to be executed and recorded, together with all necessary exhibits thereto.

THEREFORE, WITNESSETH:

1. Establishment of Condominium

Grantor does hereby submit, declare and establish Clearbrook Oxford Village, a Condeminium, Section No. 14 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 14, Oxford Village Condominium, Survey and Easements" situated in Monroe Township, Middlesex County, New Jersey prepared by Lynch, Carmody, Guiliano and Karol, P.A., Consulting Engineers - Land Surveyors - Planners, Terrace Professional Building, 582 Plaza Terrace East, Brick Township, New Jersey, on April 17, 1981 and revised on November 23, 1982, and attached hereto as Exhibit "B" and made a part hereof.

2. General Description

The Condominium will contain Seventy-Three (73) buildings containing 160 units as shown on that certain plot, entitled "Clear-brook Oxford Village Condominium Section 14, 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 October 4, 1982, and attached hereto as Exhibit "C" and made a part thereof, which includes all rights, roads, water,

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privileges and appurtenances thereto belonging to or appertaining. The units will contain either one or two levels and each building will contain between one and eight dwelling units. Each unit will be designated by a letter and by the number of the building of which each such unit is a part. Most units will have a garage, either attached or detached. Certain four unit building types and the eight unit building have no covered garage facility.

3. Description of Units

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 eleven pages and made a part hereof. Each unit and appurtenant garage, if any, is intended to contain all space within the area bounded by the undecorated interior surfaces of the exterior walls, the first floor, second floor, where applicable, and the ceiling of the unit as follows:

BOTTOM: The bottom of the unit and appurtenant garage, if any, is an imaginary horizontal plane through the lowest point of the interior surface of the lowest floor or subfloor, where applicable, and extending in every direction to the point where it closes with each side of such unit or garage.

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 unfinished and unexposed upper surface of the gypsum board or other material which forms the uppermost ceiling of the unit or garage and extending in every direction to the point where it closes with each side of such unit or garage.

SIDES: The sides of each unit or garage are imaginary vertical planes along and coincident with the innermost surface of the studding of the perimeter walls and they extend in every direction so as to close the area bounded by the bottom and top of the unit or garage. Where no wall exists, the side is an imaginary plane running vertical and coincident with the exterior surface of the windows or doors located on the perimeter walls of such 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. Common Elements

- A. <u>General Common Elements</u>: All appurtenances and <u>_</u>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:
 - (i) All lands described in Exhibit "A" aforesaid, whether or not occupied by buildings containing above-described units.
 - (ii) All streets, curbs, sidewalks, parking areas subject to the easements and provisions set forth in Paragraph 6 of this Master Deed.
 - (iii) Lawn areas, shrubbery, conduits, utility lines and waterways, subject to the easements and provisions set forth in Paragraph 6 hereof.
 - (iv) The electrical and telephone wiring network throughout the Condominium not owned by the public utilities providing such services.
 - $\left(v\right)$ Public connections for gas, electricity, light, telephone and water not owned by the public utility or other agencies providing such services.
 - (vi) The foundations, main walls (including doors and chimneys therein), roofs, floors in common areas, balconies and patios.
 - (vii) Exterior lighting and other facilities necessary to the upkeep and safety of the buildings and grounds.
 - (viii) Any easement or other right hereafter granted for the 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.

- (ix) All other elements of the Condominium rationally of common use or necessary to the existence, upkeep and safety thereof.
- E. <u>Limited Common Flements</u>: The Limited Common Flements, which are those Common Elements which are restricted for the use of one or more specified units to the exclusion of other units, shall be as graphically shown on Exhibits P and C and shall include:
 - (i) Any interior foyer, entranceway, stairway or hallway shared by more than one unit shall constitute a Limited Common Element for the exclusive use of those units having direct access to said foyer, entranceway, stairway or hallway from the interior of said units. The owners of said units shall be responsible for all repairs thereto necessitated by their own negligence, misuse or neglect. Any other repairs or maintenance (including the cost of electricity for lighting the Limited Common Elements) shall be the responsibility of the Condominium Association.
 - 5. Estate Acquired: Interest in Common Expenses and Common Surplus; Voting

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 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. 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; however, said percentage shall not be used to allocate maintenance fees. Each unit in the Condominium shall pay the same amount for common expenses which amount shall equal that fraction of the total common expenses for the Condominium whose numerator is one and whose denominator is one hundred sixty (160) units.

Anything to the contrary notwithstanding, voting rights of each unit and its 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 sixty (160).

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 continguous 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 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 encreasiment by his unit or garage or any adjoining unit or garage or on any examon 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.
- (i) Grantor further declares that the Community Association and its members shall have a perpetual non-exclusive easement on, over and across Clearbrook Drive for ingress and egress to the Community and travel through the Community, which easement area shall be maintained, repaired and replaced if necessary, by the Community Association as a community facility. The Board of Directors of the Condominium is empowered to grant a specific easement in recordable form confirming this easement.
- (j) Grantor further declares that the Common Elements shall also be subject to a blanket, perpetual and non-exclusive easement in, upon, over, across and through the Common Elements for the purpose of installation, maintenance, repair, service, use and replacement of all sewer, water, power and telephone lines, pipes, mains, conduits, poles, transformers, meters, master television antennae and any and all other equipment or machinery necessary or incidental to the proper functioning of any irrigation or utility system serving the Community, which easement shall be for the benefit of any governmental agency, or utility company or other entity which requires same for the purpose of furnishing one or more of the foregoing services.

7. By-Laws and Administration

The administration of the common elements of the Condominium and the community and recreational facilities snall be by the Clearbrook Oxford Village Condominium Association No. 14 (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 Confinitium 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 the lesser of five (5) years from the date hereof, or until the last unit in the Condominium has been sold by Sponsor in the ordinary course of business, 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. The Condominium is also subject to the following restrictions:

- (a) Nothing shall be done or kept in any unit or in or upon the common elements which will increase the rates of insurance of the Condominium or any other unit, or either of their contents, beyond the rates normally applicable, without the prior written consent of the Condominium Association. No unit owner shall permit anything to be done or kept in his unit or in or upon the common elements which will result in the cancellation of insurance on the Condominium, or which will be in violation of any law.
- (b) No noxious or offensive activities shall be carried on, in or upon the common elements or in any unit nor shall anything be

done therein either willfully or negligently which may be or become an annoyance or nuisance to the other residents of the Condominium.

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 Condominium Association and the Clearbrook Community Association or their representatives, and with any other documents, amendments or supplements to the foregoing now or hereafter lawfully adopted. Failure to comply with any such provision, rules or regulations shall be grounds for injunctive relief by the Grantor, the Condominium Association, Clearbrook Community 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 ceriod 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 N.J.S.A. 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 Property Metes and bounds description of Condominium consisting of 2 pages.
 - 2. Exhibit B —
 Map known as "Clearbrook Section 14, Oxford Village
 Condominium, Survey and Easements" situated in Monroe
 Township, Middlesex County, New Jersey.
 - 3. Exhibit C Plat known as "Clearbrook Oxford Village Condominium,
 Section 14 Building Location Plan" situated in
 Monroe Township, Middlesex County, New Jersey.
 - 4. Exhibit D Floor Plans of the eight model types.
 - 5. Exhibit E By-Laws of Clearbrook Oxford Village Condominium
 Association No. 14, 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.

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Michael J. Querriero, Executive Vice President

ATTEST:

Alexander Briggin, Secretary

STATE OF NEW JERSEY

)ss.:

COUNTY OF MIDDLESEX

BE IT REMEMBERED, that on this day of day of 19.7, 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 Executive 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 Executive 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.

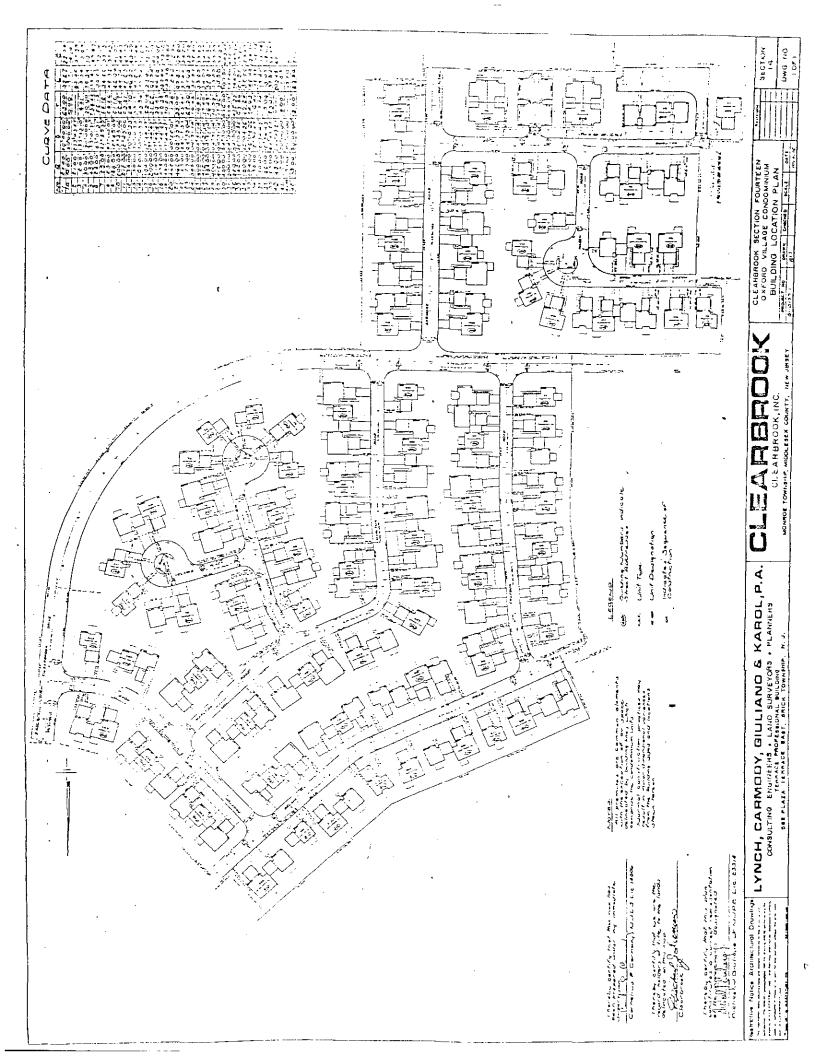
Alexander Briggin Secretary

Sworn to and Subscribed before me, the date aforesaid.

My Commission Expires March, 8, 192

EXHIBIT A TO MASTER DEED

METES AND BOUNDS DESCRIPTION



LYNCH, CARMODY, GIULIANO & KAROL, P.A.

CONSULTING ENGINEERS . LAND PLANNERS . SURVEYORS

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

Donald M. Abbott Brian S. Flannery Thomas R. Hansen Alan R. Rissmiller

CLEARBROOK SECTION 14

The following is a description of property situated in Monroe Township, Middlesex County, New Jersey. Said property being known and designated as Section 14 of the subdivision of Clearbrook. Also known as part of Block 26, Lots 8.03 and 12.03 as shown on the Monroe Township Tax Map.

BEGINNING at a point, said point being the northeasterly corner of Lot 89.01, Block 26, being part of Section 12 of the subdivision of Clearbrook and running thence

- 1. N. 70° 09' 45" E., 414.23 feet to a point; thence
- 2. N. 52° 24' 58" E., 324.78 feet to a point; thence
- 3. S.-37° 35' 02" E., 110.00 feet to a point in the northwesterly line of Delair Road (Block 26, Lot 106) and running; thence
- 4. Along the northwesterly line of Delair Road, N. 52° 24' 58" E., 16.50 feet to a point; thence
- 5. S. 37° 35' 02" E., 341.00 feet to a point; thence
- 6. S. 67° 52' 33" E., 89.90 feet to a point in the westerly line of Clearbrook Drive (Block 26, Lot 102) thence
- 7. S. 79° 39' 54" E., 41.00 feet to a point in the easterly line of Clearbrook Drive (Block 26, Lot 102) thence
- 8. Along the easterly line of Clearbrook Drive (Block 26, Lot 102) S. 10° 20' 6" W., 297.00 feet to a point of curvature; thence
- 9. Still along the southeasterly line of Clearbrook Drive (Block 26, Lot 102) along a curve to the right having a radius of 520.50 feet an arc length of 767.63 feet, a chord bearing of S. 52° 35' 06" W., and a chord length of 699.93 feet to a point of tangency; thence
- 10. Still along the southeasterly line of Clearbrook Drive (Block 26, Lot 102) N. 85° 09' 54" W., 74.00 feet to a point; thence