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BOOK 3144 PAGE

MASTER DEED

THIS MASTER DEED, made this 27 day of May, 1980, 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 43 buildings, containing from one to four dwelling units aggregating 99 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 Malden Village, a Condominium, Section No. 11 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 Malden Village, a Condominium, Section No. 11 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 11, Malden 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 January 10, 1979, and attached hereto as Exhibit "B" and made a part hereof.

2. The Condominium will contain forty-three (43) buildings containing 99 units as shown on that certain plot, entitled "Clearbrook Malden Village Condominium Section 11, 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 January 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

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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 plan for each of the model types are as shown on the tri-dimensional drawings attached hereto as Exhibit "D", consisting of twelve 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 "C" 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 ninety-nine (99).

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 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 Malden Village Condominium Association No. 11 (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. 46:8A-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

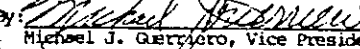
be held in a separate escrow account of the Association to be used solely for the payment of said premiums as same become due.


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

1. Exhibit A -
Meters and bounds description of Condominium consisting of 2 pages.
2. Exhibit B -
Map known as "Clearbrook Section II, Malden Village Condominium, Survey and Easements" situated in Monroe Township, Middlesex County, New Jersey.
3. Exhibit C -
Plat known as "Clearbrook Malden Village Condominium, Section II Building Location Plan" situated in Monroe Township, Middlesex County, New Jersey.
4. Exhibit D -
Tri-Dimensional Drawings of the ten model types.
5. Exhibit E -
By-Laws of Clearbrook Malden Village Condominium Association No. II, 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. Guerrero, Vice President


Alexander Briggs, Secretary

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STATE OF NEW JERSEY)

COUNTY OF MIDDLESEX)

ss.:

BE IT REMEMBERED, that on this 27th day of May, 1980 before me the subscriber, an officer duly authorized pursuant to N.J.S.A. 46:14-6, personally appeared Alexander Briggan, 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 Briggan
Alexander Briggan, Secretary

Sworn to and Subscribed
before me, the date
aforesaid.

Thomas H. Quimby
Thomas H. Quimby
Notary Public of New Jersey
My Commission Expires 3/12/84

Witnessed by
Greenbaum, Greenbaum, Rowe & Smith, Esqs.

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EXHIBIT A

CLEARBROOK WALDEN VILLAGE

A CONDOMINIUM, SECTION NO. 11

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 11 of the "Subdivision of Clearbrook". Also known as Lots 86-87 in Block 26 as shown on the Monroe Township Tax Map.

BEGINNING at a point, said point being the southwesterly corner of Parcel CL-2, Block 26 (Clearbrook Drive), being part of Section 2 of the "Subdivision of Clearbrook".

1. Along the southerly line of Parcel CL-2, Block 26 of Clearbrook Drive, N. 85° 30' 00" E., 51.00 feet to a point in the easterly line of Clearbrook Drive; thence
2. Along said easterly line of Clearbrook Drive, S. 04° 30' 00" E., 204.58 feet to a point of curvature; thence
3. Still along the easterly line of Clearbrook Drive along a curve to the left having a radius of 574.50 feet, an arc length of 242.53 feet, a chord bearing of S. 16° 35' 42" E., and a chord length of 240.73 feet to a point; thence
4. N. 75° 35' 40" E., 266.50 feet to a point; thence
5. S. 14° 24' 20" E., 142.25 feet to a point being the southeasterly corner of Delair Road (Lot 87); thence
6. Along the southerly line of Delair Road (Lot 87), S. 75° 35' 40" W., 96.91 feet to a point of curvature; thence
7. Still along the southerly line of Delair Road (Lot 87), along a curve to the left having a radius of 135.50 feet, an arc length of 75.82 feet, a chord bearing of S. 59° 33' 55" W., and a chord length of 74.83 feet to a point of tangency; thence
8. Still along the southerly line of Delair Road (Lot 87), S. 43° 32' 03" W., 7.88 feet to a point of curvature; thence

9. Along a curve to the left having a radius of 24.50 feet, an arc length of 40.19 feet, a chord bearing of S. 03° 27' 42" E., and a chord length of 35.83 feet to a point of compound curvature; thence
10. Along the northerly line of Clearbrook Drive (Lot 86), along a curve to the left having a radius of 584.50 feet, an arc length of 354.05 feet, a chord bearing of S. 67° 48' 43" E., and a chord length of 348.66 feet to a point; thence
11. Along the northerly line of Clearbrook Drive (Lot 86) S. 85° 09' 54" E., 506.06 feet to a point being the northeast corner of Clearbrook Drive (Lot 86); thence
12. S. 04° 50' 06" W., 462.47 feet to a point being the southeast corner of Belford Road (Lot 85); thence
13. Along the southerly line of Belford Road (Lot 85), N. 85° 09' 54" W., 89.38 feet to a point; thence
14. S. 04° 50' 06" W., 142.00 feet to a point; thence
15. N. 85° 09' 54" W., 516.39 feet to a point; thence
16. N. 63° 26' 35" W., 854.11 feet to a point; thence
17. N. 21° 01' 59" E., 154.00 feet to a point; thence
18. N. 45° 19' 23" E., 328.85 feet to a point; thence
19. N. 46° 30' 39" E., 173.33 feet to a point in a curve in the westerly line of Clearbrook Drive (Lot 86); thence
20. Along a curve to the right, having a radius of 625.50 feet, an arc length of 264.03 feet, a chord bearing of N. 16° 35' 54" W., and a chord length of 262.08 feet to a point of tangency; thence
21. Still along the westerly line of Clearbrook Drive (Lot 86), N. 04° 30' 00" W., 204.58 feet to the point of BEGINNING.

Contains 18.89 acres, excepting thereout and therefrom Lot 88 in Block 26, which contains 0.43 acres and is described as follows:

BEGINNING at a point, said point being distant the following two (2) courses from the southwesterly corner of Parcel CL-2 Block 26 (Clearbrook Drive) being part of Section 2 of the "Subdivision of Clearbrook".

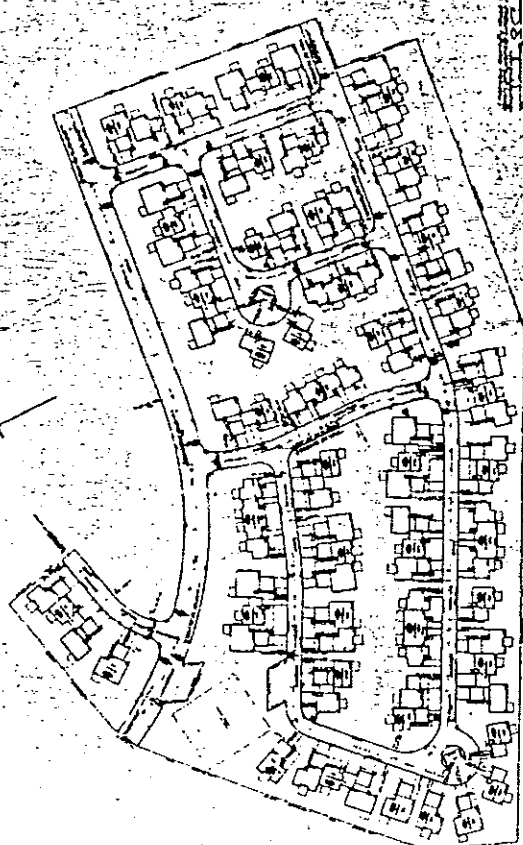
- A. Along the westerly line of Clearbrook Drive, S. 04° 30' 00" E., 204.58 feet to a point of curvature; thence
- B. Still along the westerly line of Clearbrook Drive, along a curve to the left having a radius of 625.50 feet, an arc length of 346.34, a chord bearing of S. 20° 21' 45" E., and a chord length of 341.93 feet to the aforesaid BEGINNING point and running thence
1. Along the westerly line of Clearbrook Drive, along a curve to the left having a radius of 625.50 feet, an arc length of 77.95 feet, a chord bearing of S. 39° 47' 46" E., and a chord length of 77.90 feet to a point in a curve; thence
2. Along a curve having a radius of 3.50 feet, an arc length of 7.10 feet, a chord bearing of S. 78° 30' 57" W., and a chord length of 5.94 feet to a point of tangency; thence
3. S. 20° 24' 10" W., 30.77 feet to a point; thence
4. S. 48° 07' 55" W., 54.30 feet to a point; thence
5. S. 82° 00' 59" W., 112.50 feet to a point; thence
6. N. 07° 59' 01" W., 123.00 feet to a point; thence
7. N. 82° 00' 59" E., 112.50 feet to a point; thence
8. N. 79° 54' 36" E., 24.59 feet to a point in a curve, being the point of BEGINNING.

Contains 0.43 acres.

BEING known as Section 11 as shown on a certain map entitled, "Malden Village, Subdivision of Clearbrook Tract Map of Section 11, A Planned Retirement Community by Clearbrook, Inc., situated in Monroe Township, Middlesex County, New Jersey, Scale 1"=50', dated January 10, 1979, Lynch, Carmody and Dombrowski, P.A., Consulting Engineers, Land Surveyors, Planners, Terrace Professional Building 582 Plaza Terrace East, Brick Township, N.J."

The mentioning and describing in the hereinabove description of the streets or roads, namely Clearbrook Drive, Delair Road, Closter Road, Andover Drive, Belford Road, Dahlia Place, is not in any way 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



LEGEND
1. EXISTING BUILDINGS
2. PROPOSED BUILDINGS
3. EXISTING DRIVEWAYS
4. PROPOSED DRIVEWAYS
5. EXISTING PARKING
6. PROPOSED PARKING
7. EXISTING UTILITIES
8. PROPOSED UTILITIES
9. EXISTING LANDSCAPE
10. PROPOSED LANDSCAPE

GENERAL NOTES
1. ALL PROPOSED WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED PRIOR TO CONSTRUCTION.
5. THE CONTRACTOR SHALL MAINTAIN PROPER DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PROCESS.

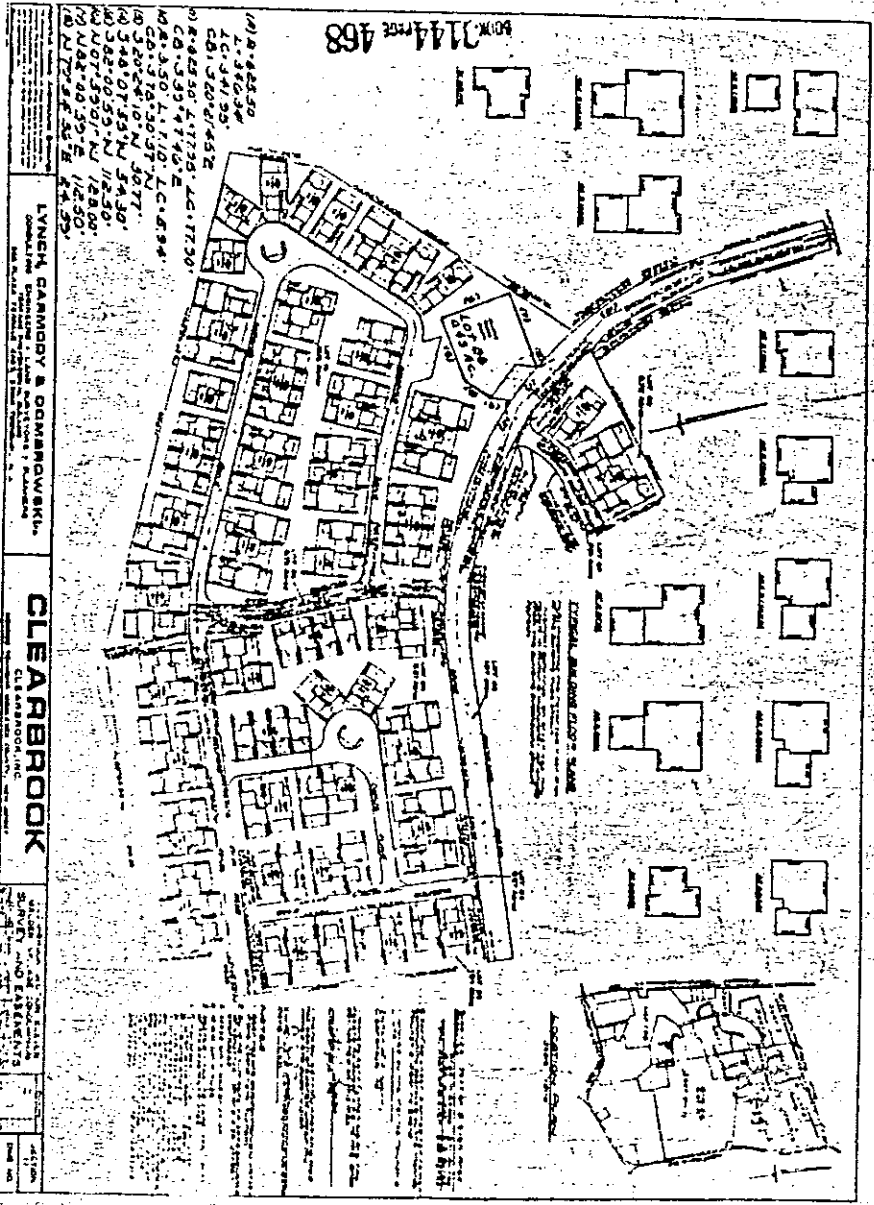
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CLEARBROOK
CLEARBROOK, INC.
CLEARBROOK, ILLINOIS

LYNCH, CARMODY & DOMBROWSKI,
CONSULTING ENGINEERS, ARCHITECTS & PLANNERS
304 N. LAKE STREET, SUITE 200, CHICAGO, ILLINOIS 60610
TELEPHONE: (312) 527-1234

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(A) 9. 62.50
 L. 340.00
 C. 310.00 45.2
 O. 8. 42.50 4. 17.25 L. 1. 17.30
 C. 3. 35.0 1. 1. 10. 1. C. 1. 6. 94
 O. 3. 20. 4. 10. 1. N. 30. 77
 O. 3. 48. 0. 7. 43. 1. N. 54. 30
 O. 3. 82. 0. 0. 53. 1. N. 112. 50
 O. 4. 17. 4. 50. 0. 1. N. 128. 00
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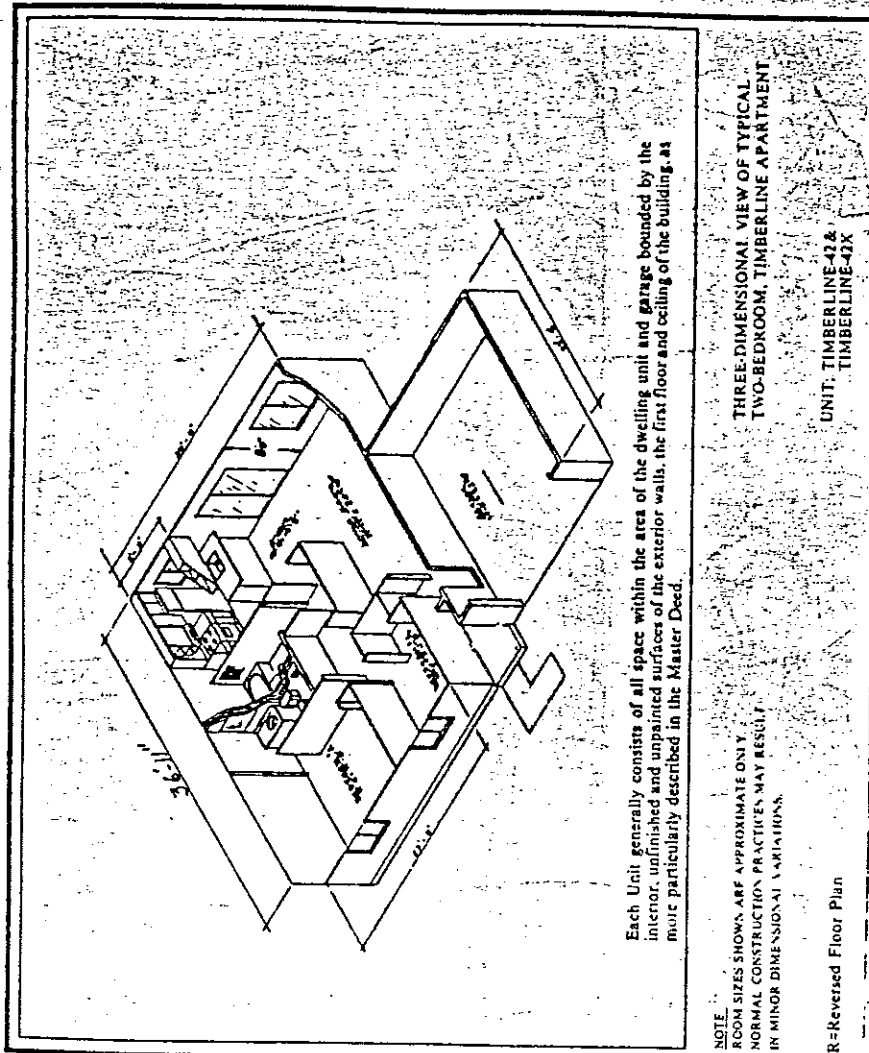
LYNCH, CAMBODY & ODMAROVSKI
 CONSULTING ENGINEERS & ARCHITECTS
 200 N. 10th Street, Seattle, WA 98109

CLEARBROOK
 CLEARBROOK, WA

DATE OF THE PLAN
 DATE OF THE PLAN
 DATE OF THE PLAN

PLAN INDEX

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.

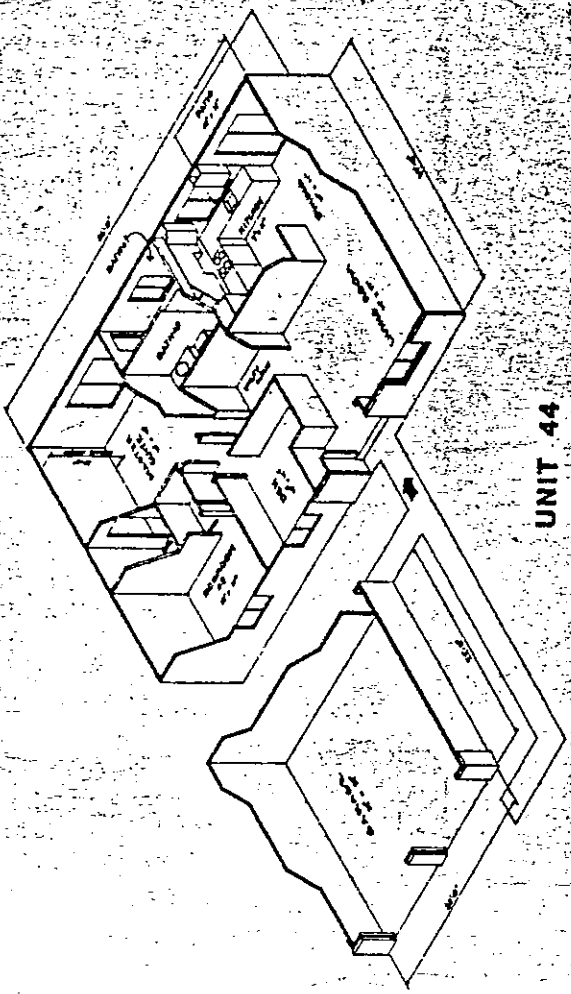
NOTE: ROOM SIZES SHOWN ARE APPROXIMATE ONLY. NORMAL CONSTRUCTION PRACTICES MAY RESULT IN MINOR DIMENSIONAL VARIATIONS.

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

UNIT: TIMBERLINE-42 & TIMBERLINE-43X

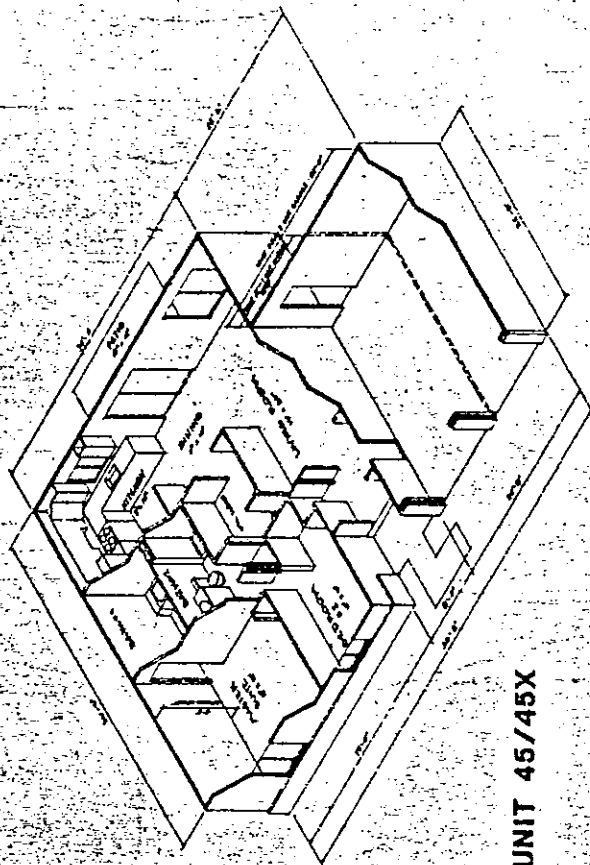
R=Reversed Floor Plan

EXHIBIT D-3



UNIT 44

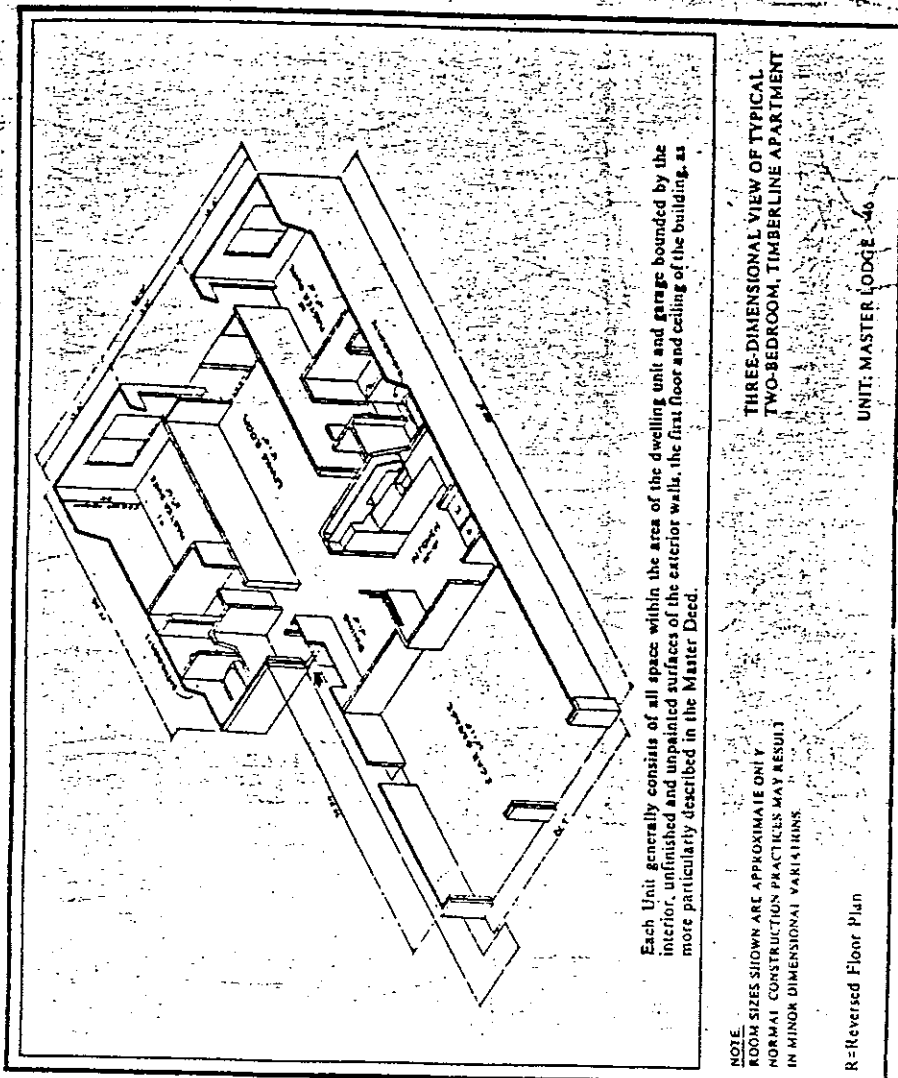
EXHIBIT-D-4



UNIT 45/45X

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EXHIBIT D-5



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.

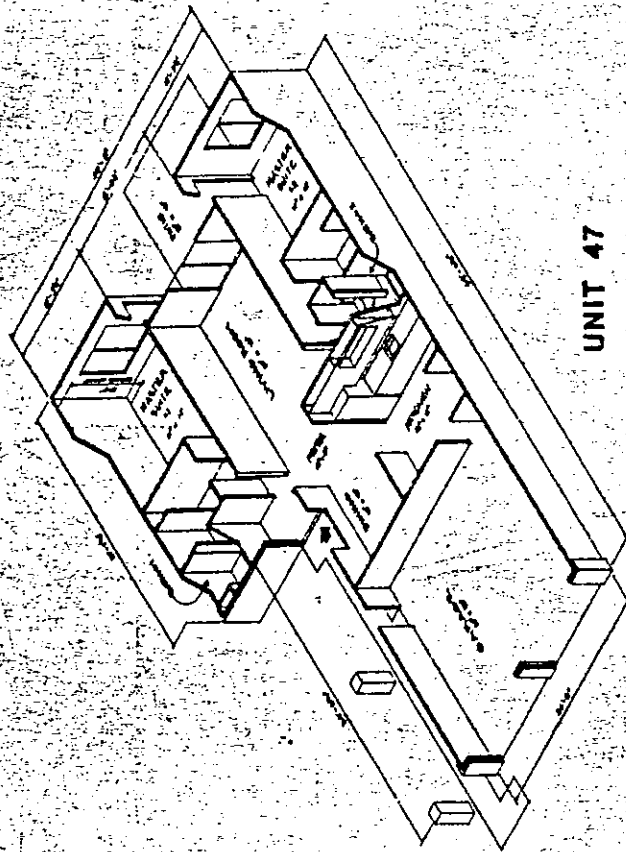
NOTE
ROOM SIZES SHOWN ARE APPROXIMATE ONLY
NORMAL CONSTRUCTION PRACTICES MAY RESULT
IN MINOR DIMENSIONAL VARIATIONS

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

R-Reversed Floor Plan

UNIT: MASTER LODGE 46

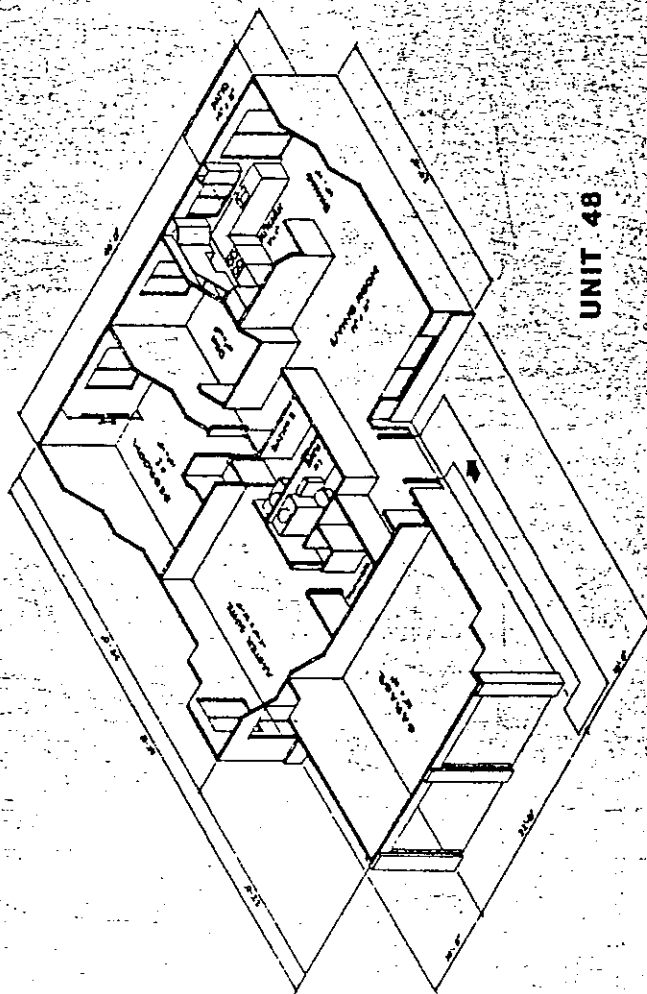
EXHIBIT D-6



UNIT 47

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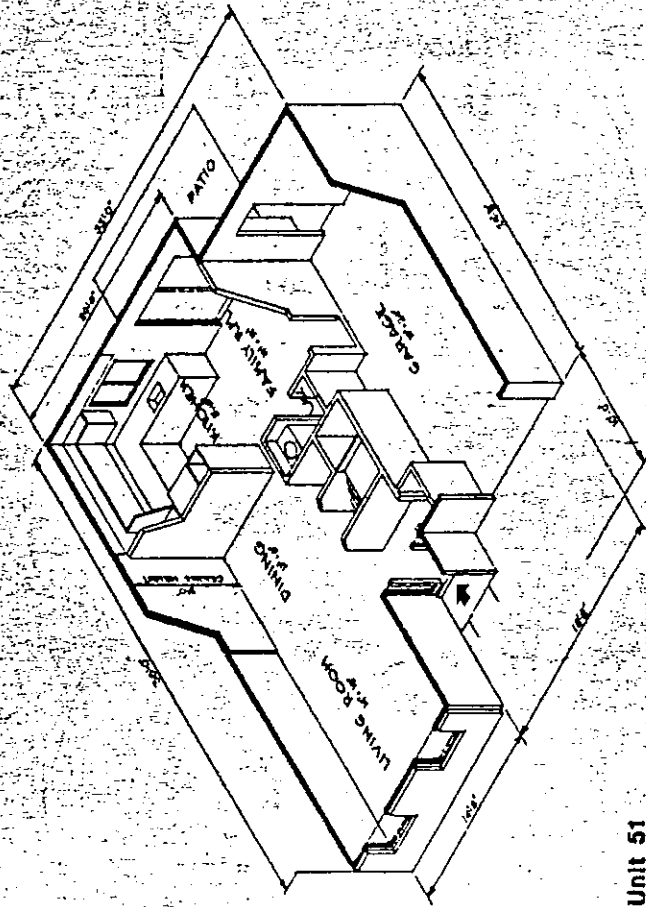
EXHIBIT D-1



UNIT 48

map 3144-100 475

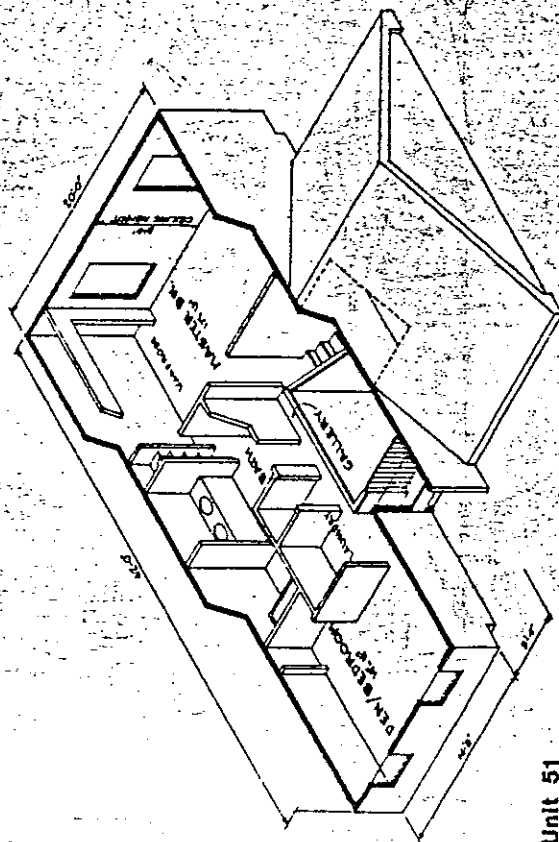
EXHIBIT D-8(A)



Unit 51
FIRST FLOOR

0003144 476

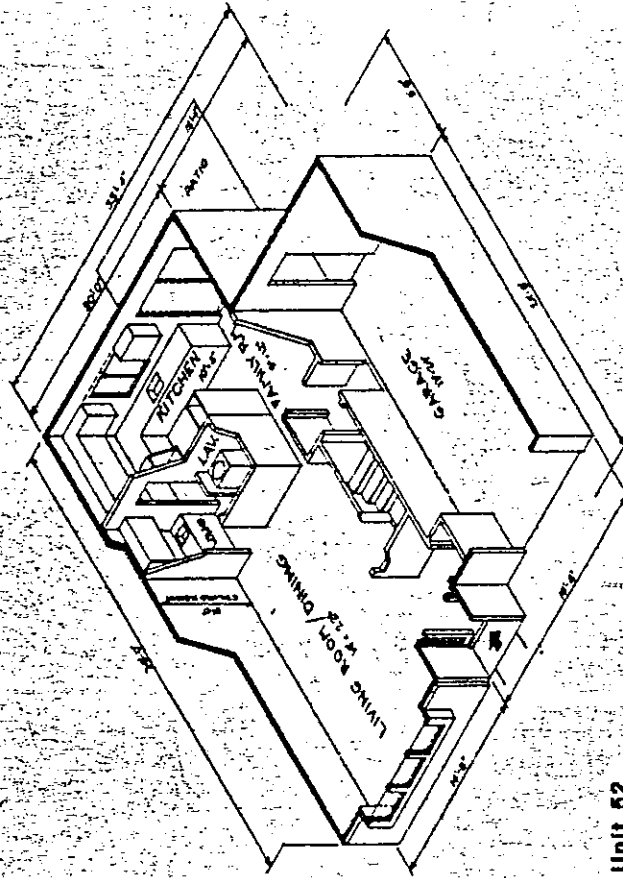
EXHIBIT D-8(B)



Unit 51
SECOND FLOOR

BMK 3144 PAGE 477

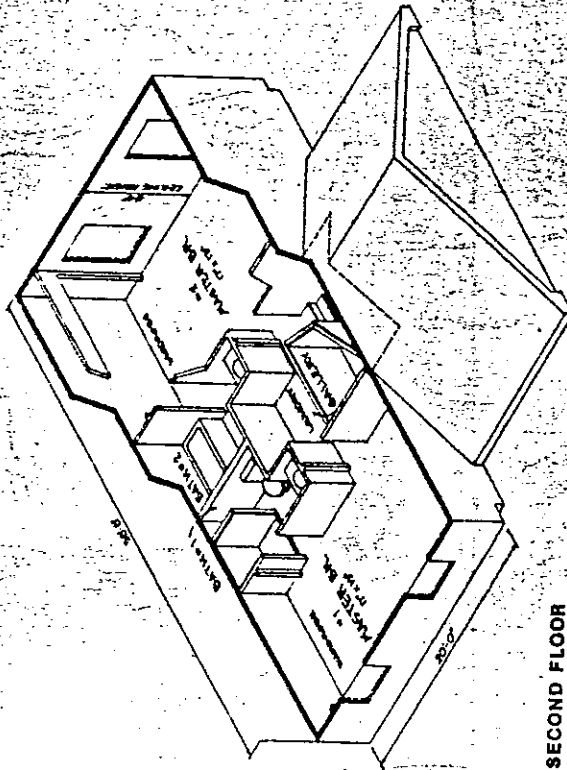
EXHIBIT D-9(A)



Unit 52
FIRST FLOOR

BOOK 3144 PAGE 478

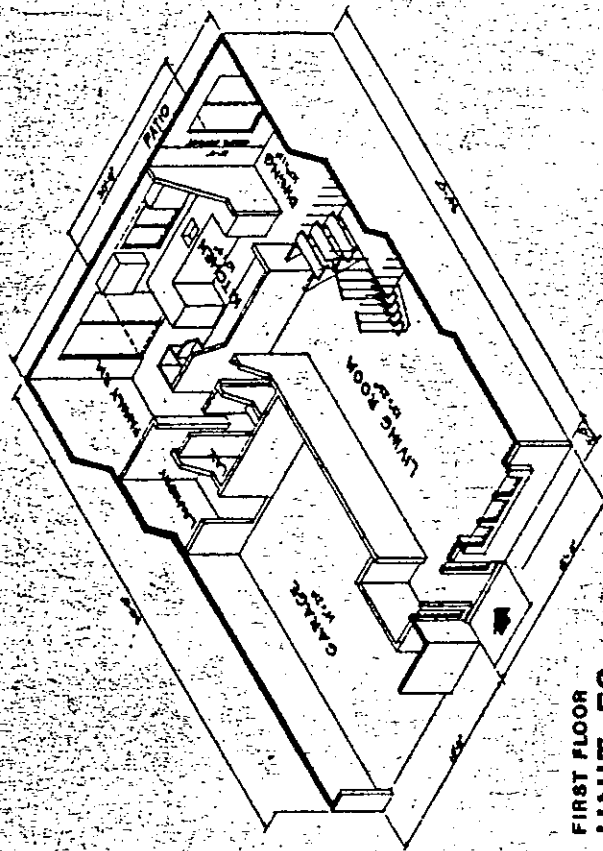
EXHIBIT D-9 (M)



SECOND FLOOR
UNIT 52

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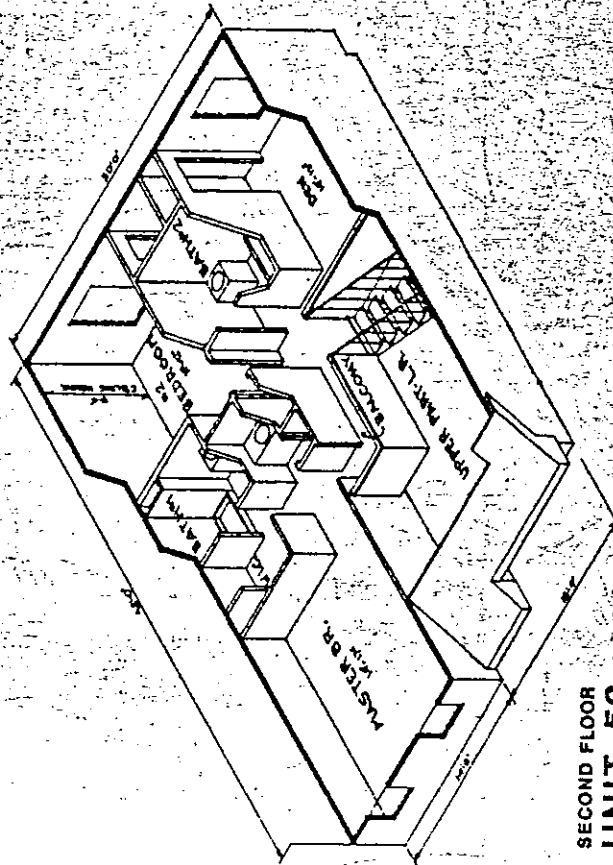
EXHIBIT D-10(A)



FIRST FLOOR
UNIT 53

BOOK 3144 PAGE 480

EXHIBIT D-10(B)



SECOND FLOOR
UNIT 53

PNK 3144 P. 481

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

Bldg. No.	Apt. Des.	Unit Type	Initial Sales Price	% Int.	Bldg. No.	Apt. Des.	Unit Type	Initial Sales Price	% Int.
414	A	Windsor	\$ 71,000	.0095	430	A	Tamarack II	\$ 85,000	.0114
414	B	Oxford	67,000	.0091	431	A	Master Lodge	72,500	.0097
414	C	Oxford	67,000	.0091	411	B	Timberline	60,000	.0080
414	D	Windsor	71,000	.0095	431	C	Braeburne	71,500	.0096
415	A	Braeburne	71,500	.0096	432	A	Windsor	71,000	.0095
415	B	Timberline II	65,000	.0087	432	B	Rutledge	76,000	.0102
416	A	Excelsior	81,500	.0109	432	C	Rutledge	76,000	.0102
416	B	Timberline	60,000	.0080	432	D	Windsor	71,000	.0095
416	C	Excelsior	81,500	.0109	433	A	Excelsior	81,500	.0109
417	A	Excelsior	81,500	.0109	433	B	Timberline	60,000	.0080
417	B	Master Lodge	72,500	.0097	433	C	Excelsior	81,500	.0109
417	C	Excelsior	81,500	.0109	434	A	Meadowbrook	92,500	.0124
418	A	Excelsior	81,500	.0109	434	B	Tamarack II	85,000	.0114
418	B	Master Lodge	72,500	.0097	435	A	Belair	91,500	.0123
419	A	Braeburne	71,500	.0096	435	B	Tamarack	80,000	.0107
419	B	Timberline	60,000	.0080	435	C	Meadowbrook	92,500	.0124
420	A	Meadowbrook	92,500	.0124	436	A	Braeburne	71,500	.0096
421	A	Belair	91,500	.0123	436	B	Timberline II	65,000	.0087
421	B	Tamarack II	85,000	.0114	437	A	Windsor	71,000	.0095
421	C	Meadowbrook	92,500	.0124	437	B	Oxford	67,000	.0091
422	A	Edgemont	100,000	.0135	437	C	Oxford	67,000	.0091
423	A	Meadowbrook	92,500	.0124	437	D	Windsor	71,000	.0095
424	A	Edgemont	100,000	.0135	438	A	Timberline II	65,000	.0087
425	A	Tamarack II	85,000	.0114	438	B	Braeburne	71,500	.0096
426	A	Tamarack II	85,000	.0114	439	A	Master Lodge	72,500	.0097
427	A	Master Lodge	72,500	.0097	439	B	Timberline II	65,000	.0087
427	B	Timberline II	65,000	.0087	440	A	Master Lodge	72,500	.0097
428	A	Meadowbrook	92,500	.0124	440	B	Timberline II	65,000	.0087
428	B	Tamarack II	85,000	.0114	440	C	Braeburne	71,500	.0096
428	C	Belair	91,500	.0123	441	A	Master Lodge	72,500	.0097
429	A	Oxford	67,000	.0091	441	B	Timberline II	65,000	.0087
429	B	Rutledge	76,000	.0102	442	A	Excelsior	81,500	.0109
429	C	Rutledge	76,000	.0102	442	B	Master Lodge	72,500	.0097
429	D	Oxford	67,000	.0091	443	A	Windsor	71,000	.0095

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

Bldg. No.	Apt. Des.	Unit Type	Initial Sales Price	% Int.	Bldg. No.	Apt. Des.	Unit Type	Initial Sales Price	% Int.
443	B	Rutledge	\$ 76,000	.0102					
443	C	Rutledge	76,000	.0102					
443	D	Windsor	71,000	.0095					
444	A	Timberline II	65,000	.0087					
444	B	Braeburne	71,500	.0096					
445	A	Timberline II	65,000	.0087					
446	A	Timberline II	65,000	.0087					
447	A	Braeburne	75,500	.0096					
447	B	Timberline II	65,000	.0087					
447	C	Master Lodge	72,500	.0097					
448	A	Excelsior	81,500	.0109					
448	B	Timberline	60,000	.0080					
448	C	Excelsior	81,500	.0109					
449	A	Excelsior	81,500	.0109					
449	B	Timberline	60,000	.0080					
450	A	Master Lodge	72,500	.0097					
450	B	Timberline	60,000	.0080					
451	A	Timberline II	65,000	.0087					
451	B	Braeburne	71,500	.0096					
452	A	Excelsior	81,500	.0109					
452	B	Timberline II	65,000	.0087					
452	C	Excelsior	81,500	.0109					
453	A	Timberline	60,000	.0080					
453	B	Master Lodge	72,500	.0097					
454	A	Excelsior	81,500	.0109					
454	B	Master Lodge	72,500	.0097					
454	C	Timberline II	65,000	.0087					
455	A	Edgemont	100,000	.0135					
456	A	Belair	91,500	.0123					
456	B	Tamarack II	85,000	.0114					
456	C	Neodabrook	92,500	.0124					

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DB 3144-516

5-28-80

Section 10

AMENDMENT TO MASTER DEEDS

THIS AMENDMENT, made the 23rd day of October, 1980 by CLEARBROOK, INC., A New Jersey Corporation, having offices at P. O. Box 148, Cranbury, New Jersey hereinafter referred to as "GRANTOR"

WITNESSETH:

WHEREAS, Grantor, by a certain Master Deed submitted, declared and established certain properties to the form of ownership known and designated as Clearbrook Kensington Village Condominium Section 9, which Master Deed bears date May 3, 1978 and was recorded in the Middlesex County Clerk's Office on May 4, 1978 in Book 3028 of Deeds on Page 666; and

WHEREAS, Grantor, by a certain Master Deed submitted, declared and established certain properties to the form of ownership known and designated as Clearbrook Lancaster Village Condominium Section 10, which Master Deed bears date April 19, 1979 and was recorded in the Middlesex County Clerk's Office on April 20, 1979 in Book 3085 of Deeds on Page 316; and

WHEREAS, Grantor, by a certain Master Deed submitted, declared and established certain properties to the form of ownership known and designated as Clearbrook Malden Village Condominium Section 11, which Master Deed bears date May 27, 1980 and was recorded in the Middlesex County Clerk's Office on May 28, 1980 in Book 3144 of Deeds on Page 455; and

WHEREAS, each of the above Master Deeds contains a provision which provides that the acceptance of a Deed by the Grantee or holder of a Mortgage, automatically and irrevocably names, constitutes and appoints Clearbrook, Inc. as attorney-in-fact for the purpose of executing Amendments to the Master Deeds; and

WHEREAS, the Grantee of each unit deed heretofore executed by the Grantor, consents to any further Amendment or provision of the aforesaid Master Deeds as may be required by

3165-136

3165-136
10-29-80

10/29/80

the Title Insurance Company; and

WHEREAS, titles in said Sections have been guaranteed by Chicago Title Insurance Company; and

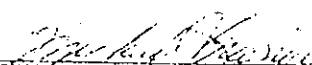
WHEREAS, Chicago Title Insurance Company has requested a clarification as to the identification of the interest in the Common Elements as are contained in Deeds and Mortgages of record.


NOW THEREFORE, Grantor hereby declares that the percentage of interest of the Common Elements set forth in Exhibit G of each of the Master Deeds set forth hereinabove and in each and every Deed or Mortgage executed in each of the respective Sections shall properly be identified in decimals rather than percentages and the within Amendment to the above mentioned three Master Deeds shall act as an Amendment to each and every unit Deed or Mortgage recorded of record to correct any description contained therein to decimal numbers as set forth in the respective Exhibit G attached to each of the Master Deeds.

ALL other provisions, terms, conditions and covenants contained in the respective Master Deeds mentioned hereinabove, shall remain in full force and effect.

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 BRIGGLIN, Secretary

3165-137

PREPARED BY:


ARTHUR L. PHILLIPS, ESQ.

DEED OF EASEMENT

CLEARBROOK - SECTION 11

THIS DEED, made this _____ day of May, 1989,

BETWEEN:

CLEARBROOK MALDEN VILLAGE CONDOMINIUM ASSOCIATION NO. 11, a non-profit membership corporation organized under Title 15 of the Revised Statutes of New Jersey, with its office located at c/o Clearbrook Community Association, Clearbrook Clubhouse, Cranbury, New Jersey 08512 (the "Grantor")

AND:

MONROE TOWNSHIP MUNICIPAL UTILITIES AUTHORITY, a public body corporate and politic of the Township of Monroe, County of Middlesex and State of New Jersey, with its principal office on Cranbury Station Road, at Box 104A, Cranbury, Monroe Township, New Jersey 08512, (the "Authority").

WITNESSETH, that the Grantor, in consideration of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, does hereby grant and convey to the Authority easements across the property in the Township of Monroe, County of Middlesex and State of New Jersey, being the premises designated by Block and Lot corresponding to the Monroe Township Tax Map, as described on Schedule A attached hereto and incorporated herein.

The Easements herein granted and conveyed by the Grantor to the Authority gives the Authority the right to construct, maintain, replace or supplement its sewerage/water and appurtenant facilities on or under the surface of the said premises and to have free access to and across the said premises without need of notice, insofar as such right of access is necessary to the proper use of any right granted herein, on the condition that the Authority, after doing any work on the premises, shall restore the premises substantially to its original condition, to the extent possible.

With respect to the Easements herein granted, the Grantor, its successors and assigns, shall have the right to surface use of said premises, but agree to be limited as follows:

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

CONSULTING ENGINEERS • LAND PLANNERS • SURVEYORS • LANDSCAPE ARCHITECTS

Registered Professional Staff:

Thomas F. Lynch
Cornelius P. Carmody (1970-19
Michael J. Giuliano, Jr.
John D. Karol
Donald M. Abbott
Brian S. Flannery
Thomas R. Hansen
Craig S. Keller
Martin G. Miller, III
R. Niels Sperling
William Voeltz
Lee Webb

0199-1.11

File No. _____

October 20, 1988
Page 1 of 2

Description of Sanitary Sewer Easements situated in Monroe Township, Middlesex County, New Jersey.

Being known and designated as Lot 84 and a portion of Lot 82, Block 26, also known as Cluster Road (29.00) and Dahlia Plaza (24.00) as shown on a plan entitled "Clearbrook Section 11 Sanitary Sewer Easement Map" prepared by Lynch, Carmody, Giuliano & Karol, P.A., dated 5/2/79.

BEGINNING at a point in the southerly line of Clearbrook Drive (41.00), being distant N. 85 09' 54" W., 92.00 feet from the division line of Section 12 and Section 11 and running

1. Southwesterly along a curve to the left having a radius of 24.50 feet, an arc length of 38.48 feet, a chord bearing of S. 49 50' 06" W., and a chord length of 34.65 feet to the point of tangency in the easterly line of Closter Road (29.00); thence
2. Along the easterly line of said road S. 4 50' 06" W., 296.47 feet to a point; thence
3. Crossing Closter Road, N. 85 09' 54" W., 29.00 feet to a point in the westerly line of said road; thence
4. N. 4 50' 06' E., 140.00 feet to a point of curvature; thence
5. Northwesterly along a curve to the left having a radius of 24.50 feet, an arc length of 38.48 feet, a chord bearing of N. 40 09' 54" W., and a chord length of 34.65 feet to the point of tangency in the southerly line of Dahlia Plaza (25.00); thence
6. Along the southerly line of Dahlia Plaza (25.00) N. 85 09' 54" W., 144.50 feet to a point of curvature; thence
7. Southwesterly along a curve to the left having a radius of 50.00 feet, an arc length of 78.54 feet, a chord bearing of S. 49 50' 06" W., and a chord length of 70.71 feet to the point of tangency; thence

Description

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October 20, 1988

Page 2 of 2

8. Along the easterly line of Dahlia Plaza (25.00) S. 4 50' 06" W., 161.50 feet to a point of curvature; thence
9. Southeasterly along a curve to the left having a radius of 24.50 feet, an arc length of 38.48 feet, a chord bearing of S. 40 09' 54" E., and a chord length of 34.65 feet to the point of tangency in the northerly line of Belford Road (29.00); thence
10. Along the northerly line of said road, N. 85 09' 54" W., 74.00 feet to a point of curvature; thence
11. Northeasterly along a curve to the left having a radius of 24.50 feet, an arc length of 38.48 feet, a chord bearing of N. 49 50' 06" E., and a chord length of 34.65 feet to the point of tangency in the westerly line of Dahlia Plaza (25.00); thence
12. Along the westerly line of said road, N. 4 50' 06" E., 236.50 feet to a point; thence
13. Along the northerly line of Dahlia Plaza, S. 85 09' 54" E., 219.50 feet to a point of curvature; thence
14. Northeasterly along a curve to the left having a radius of 24.50 feet, an arc length of 38.48 feet, a chord bearing of N. 49 50' 06" E., and a chord length of 34.65 feet to the point of tangency in the westerly line of Closter Road (29.00); thence
15. Along the westerly line of said road, N. 4 50' 06" E., 82.47 feet to a point of curvature; thence
16. Northwesterly along a curve to the left having a radius of 24.50 feet, an arc length of 38.48 feet, a chord bearing of N. 40 09' 54" W., and a chord length of 34.65 feet to the point of tangency in the southerly line of Clearbrook Drive (41.00); thence
17. Along the southerly line of Clearbrook Drive (41.00), S. 85 09' 54" E., 78.00 feet to the point and place of BEGINNING

Contains 0.52 Ac.

DB/bb "B199I"

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

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0199-1.11

File No. _____

October 21, 1988
Revised January 25, 1989

Registered Professional Staff:

Thomas F. Lynch
Cornelius P. Carmody (1970-198
Michael J. Giuliano, Jr.
John D. Karol
Donald M. Abbott
Brian S. Flannery
Thomas R. Hansen
Martin G. Miller, III
R. Niels Sperling
William Voeltz
Lee Webb

Description of Sanitary Sewer Easement situated in Monroe Township, Middlesex County, New Jersey.

Known and designated as Clearbrook Drive (41.00) in the subdivision Clearbrook Section 11 as shown a plan entitled "Sanitary Sewer Easement Map Clearbrook Section 11" prepared by Lynch, Carmody, Giuliano & Karol, P.A. dated 5/2/79.

BEGINNING at a point in the southerly line of Clearbrook Drive (41.00) intersecting with the most easterly division line of Section 12 and Section 11 as shown on a plan entitled

1. Along the southerly line of Clearbrook Drive (41.00), N. 85° 09' 54" W., 506.06 feet to a point of curvature; thence
2. Northwesterly along a curve to the right having a radius of 625.50 feet, an arc length of 880.62 feet, a chord bearing of N. 44° 49' 57" W., and a chord length of 809.68 feet to the point of tangency; thence
3. Along the westerly line of Clearbrook Drive (51.00), N. 4° 30' 00" W., 204.58 feet to a point; thence
4. N. 85° 30' 00" E., 51.00 feet to a point in the easterly line of Clearbrook Drive (51.00); thence
5. S. 4° 30' 00" E., 204.58 feet to a point of curvature; thence
6. Southwesterly along a curve to the left having a radius of 574.50 feet, an arc length of 242.53 feet, a chord bearing of S. 16° 35' 42" E., and a chord length of 240.73 feet to the point of tangency; thence
7. S. 61° 18' 45" W., 10.00 feet to a point; thence

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October 21, 1988

Page 2 of 2

Rev. Jan. 25, 1989

8. Southeasterly along a curve to the left having a radius of 584.50 feet, an arc length of 576.15 feet, a chord bearing of S. 56 55' 34" E., and a chord length of 553.11 feet to a point of tangency; thence
9. S. 85 09' 54" E., 506.06 feet to a point; thence
10. S. 4 50' 06" W., 41.00 feet to the point and place of **BEGINNING**

Contains 1.5 ac.

DB/bb

"B199I" -2

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Registered Professional Staff:

Thomas F. Lynch
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Michael J. Giuliano, Jr.
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Donald M. Abbott
Brian S. Flannery
Thomas R. Hansen
Craig S. Keller
Martin G. Miller, III
R. Niels Sperling
William Voeltz
Lee Webb

0199-1.11

File No. _____

October 24, 1988
Revised January 25, 1989

Description of Sanitary Sewer Easement situated in Monroe Township, Middlesex County, New Jersey.

Known and designated as Delair Road (29.00) in the subdivision, Clearbrook Section 11 as shown on a plan entitled "Sanitary Sewer Easement Map Clearbrook Section 11" prepared by Lynch, Carmody, Giuliano & Karol, P.A. dated 5/2/79.

BEGINNING at a point in the southerly line of Delair Road (29.00) at the division line between Section 11 and Section 12 and running

1. Along the southerly line of Delair Road (29.00) S. 75 35' 40" W., 96.91 feet to a point of curvature; thence
2. Southwesterly along a curve to the left having a radius of 135.50 feet, an arc length of 75.82 feet, a chord bearing of S. 59 33' 35" W., and a chord length of 74.83 feet to the point of tangency; thence
3. S. 43 32' 03" W., 7.88 feet to a point of curvature; thence
4. Southeasterly along a curve to the left having a radius of 24.50 feet, an arc length of 40.19 feet, a chord bearing of S. 3 27' 42" E., and a chord length of 35.83 feet to a point in a curve in the northerly line of Clearbrook Drive (41.00); thence
5. Northwesterly along a curve to the right having a radius of 584.50 feet, an arc length of 81.48 feet, a chord bearing of N. 46 27' 55" W., and a chord length of 81.41 feet to a point of reverse curvature; thence
6. Southeasterly along a curve to the left having a radius of 24.50 feet, an arc length of 40.19 feet, a chord bearing of S. 89 28' 03" E., and a chord length of 35.83 feet to the point of tangency in the northerly line of Delair Road (29.00); thence
7. N. 43 32' 03" E., 7.88 feet to a point of curvature; thence

Description

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8. Northeasterly along a curve to the right having a radius of 164.50 feet, an arc length of 92.05 feet, a chord bearing of N. 59 33' 55" E., and a chord length of 90.85 feet to the point of tangency; thence
9. N. 75 35' 40" E., 96.91 feet to a point; thence
10. S. 14 24' 20" E., 29.00 feet to the point and place of BEGINNING

Contains 0.15 Ac.

DB/bb

"B199I" -3

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

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Registered Professional Staff:

Thomas F. Lynch
Cornelius P. Carmody (1970-1988)
Michael J. Giuliano, Jr.
John D. Karol
Donald M. Abbott
Brian S. Flannery
Thomas R. Hansen
Craig S. Keller
Martin G. Miller, III
R. Niels Sperling
William Voeltz
Lee Webb

0199-1.11

File No. _____

October 24, 1988
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Revised January 25, 1989

Description of Sanitary Sewer Easement situated in Monroe Township, Middlesex County, New Jersey.

Known and designated as Belford Road (29.00) in the subdivision, Clearbrook Section 11 as shown on a plan entitled "Sanitary Sewer Easement Map Clearbrook Section 11" prepared by Lynch, Carmody and Dombrowski, P.A. dated 5/2/79.

BEGINNING at a point in the southerly line of Belford Road (29.00) intersecting with the most easterly division line between Section 12 and Section 11 as shown on the aforementioned plan.

1. Along the southerly line of Belford Road (29.00), N. 85° 09' 54" W., 580.50 feet to a point of curvature; thence
2. Northwesterly along a transitional curve to the right having a radius of 465.00 feet, an arc length of 176.29 feet, a chord bearing of N. 74° 18' 15" W., and a chord length of 175.24 feet to the point of tangency in the southerly line of Andover Drive (25.00); thence
3. Along the southerly line of Andover Drive (25.00), N. 63° 26' 35" W., 562.31 feet to a point; thence
4. Along the westerly line of Andover Drive (25.00), N. 45° 19' 23" E., 254.20 feet to a point of curvature; thence
5. Northeasterly along a curve to the right having a radius of 55.00 feet, an arc length of 68.38 feet, a chord bearing of N. 80° 56' 24" E., and a chord length of 64.06 feet to the point of tangency in the northerly line of Andover Drive (25.00); thence
6. S. 63° 26' 35" E., 179.48 feet to a point of curvature; thence

Description

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7. Southeasterly along a curve to the left having a radius of 487.50 feet, an arc length of 70.12 feet, a chord bearing of S. 67 33' 48" E., and a chord length of 70.05 feet to the point of tangency; thence
8. S. 71 41' 00" E., 60.00 feet to a point; thence
9. Crossing Andover Drive S. 18 19' 00" W., 25.00 feet to a point in the southerly line of said road; thence
10. Along the southerly line of Andover Drive (25.00), N. 71 41' 00" W., 60.00 feet to a point of curvature; thence
11. Northwesterly along a curve to the right having a radius of 512.50 feet, an arc length of 73.71 feet, a chord bearing of N. 67 33' 48" W., and a chord length of 73.65 feet to the point of tangency; thence
12. N. 63 26' 35" W., 179.48 feet to a point of curvature; thence
13. Southwesterly along a curve to the left having a radius of 30.00 feet, an arc length of 37.30 feet, a chord bearing of S. 80 56' 24" W., and a chord length of 34.94 feet to the point of tangency in the easterly line of Andover Drive (25.00); thence
14. S. 45 19' 23" W., 139.04 feet to a point of curvature; thence
15. Southeasterly along a curve to the left having a radius of 57.50 feet, an arc length of 109.15 feet, a chord bearing of S. 9 03' 36" E., and a chord length of 99.49 feet to the point of tangency in the northerly line of Andover Drive (25.00); thence
16. Along the northerly line of Andover Drive (25.00), S. 63 26' 35" E., 437.30 feet to a point of curvature; thence
17. Southeasterly along a transitional curve to the left having a radius of 435.00 feet, an arc length of 164.92, a chord bearing of S. 74 18' 15" E., and a chord length of 163.93 feet to the point of tangency in the northerly line of Belford Road (29.00); thence
18. S. 85 09' 54" E., 591.46 feet to a point; thence

Description

0199-1.11

October 24, 1988

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19. Crossing Belford Road, S. 4 50' 06" W., 29.00 feet to the point and place of BEGINNING

Contains 1.2 Ac.

DB/bb

"B199I" -4

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

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0199-1.11

File No. _____

October 24, 1988
Revised January 25, 1989

Registered Professional Staff:

Thomas F. Lynch
Cornelius P. Carmody (1970-19)
Michael J. Giuliano, Jr.
John D. Karol
Donald M. Abbott
Brian S. Flannery
Thomas R. Hansen
Craig S. Keller
Martin G. Miller, III
R. Niels Sperling
William Voeltz
Lee Webb

Description of a 20-Foot Wide Sanitary Sewer Easement through the subdivision of Clearbrook Section 11 situated in Monroe Township, Middlesex County, New Jersey, said easement described in accordance with map entitled "Sanitary Sewer Easement Map" prepared by Lynch, Carmody and Dombrowski, P.A. dated 5/2/79.

BEGINNING at a point in the division line of Lot 12.01, Block 26 and Section 11 being distant S. 85 09' 54" E., 0.60 feet from the northwest corner of Lot 12.01, Block 26, and running

1. N. 00 08' 06" E., 600.62 feet to a point; thence
2. N. 57 26' 23" W., 293.52 feet to a point; thence
3. N. 33 27' 20" W., 205.18 feet to a point; thence
4. N. 14 09' 52" W., 203.65 feet to a point; thence
5. N. 4 34' 44" W., 205.89 feet to a point; thence
6. N. 85 30' 00" E., 20.00 feet to a point; thence
7. S. 4 34' 44" E., 204.19 feet to a point; thence
8. S. 14 09' 52" E., 198.57 feet to a point; thence
9. S. 33 27' 20" E., 197.54 feet to a point; thence
10. S. 57 26' 23" E., 300.26 feet to a point; thence
11. S. 00 08' 06" W., 613.26 feet to a point; thence
12. N. 85 09' 54" W., 20.07 feet to the point and place of
BEGINNING

Contains 0.69 Ac.

DB/bb

"B199I" -5

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0199-1.11

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October 28, 1988

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Description of Water Distribution Easement situated in Monroe Township, Middlesex County, New Jersey, said easement in accordance with a plan entitled "Clearbrook Section 11, Water Distribution Easement Map" prepared by Lynch, Carmody, and Dombrowski, P.A., dated 5/2/79.

BEGINNING at a point in the northerly line of Belford Road (29.00) being distant N. 85 09' 54" W., 170.00 feet from the intersection of the northerly line of Belford Road (29.00) and the division line between Section 11 and Section 12, and running

1. N. 85 09' 54" W., 14.00 feet to a point; thence
2. N. 4 50' 06" E., 10.00 feet to a point; thence
3. S. 85 09' 54" E., 20.00 feet to a point; thence
4. S. 4 50' 06" W., 9.25 feet to a point; thence
5. Southwesterly along a curve to the right having a radius of 24.50 feet, an arc length of 6.06 feet, a chord bearing of S. 87 44' 57" W., and a chord length of 6.04 feet to the point and place of BEGINNING

Contains 198.49 sq. ft. 0.005 Ac.

DB/bb

"B199I" -6

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Description of Water Distribution Easement situated in Monroe Township, Middlesex County, New Jersey, said easement in accordance with a plan entitled "Clearbrook Section 11, Water Distribution Easement Map" prepared by Lynch, Carmody, and Dombrowski, P.A., dated 5/2/79.

BEGINNING at a point in the southerly line of Clearbrook Drive (41.00) being distant N. 85 09' 54" W., 170.00 feet from the intersection of the southerly line of Clearbrook Drive (41.00) and the division line between section 11 and Section 12, and running

1. Southeasterly along a curve to the right having a radius of 24.50 feet, an arc length of 10.30 feet, a chord bearing of S. 73 07' 16" E., and a chord length of 10.22 feet to a point; thence
2. S. 4 50' 06" W., 7.87 feet to a point; thence
3. N. 85 09' 54" W., 20.00 feet to a point; thence
4. N. 4 50' 06" E., 10.00 feet to a point; thence
5. S. 85 09' 54" E., 10.00 feet to the point and place of **BEGINNING**

Contains 193.05 Sq.Ft. 0.004 Ac.

DB/bb

"B199I" -7

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Description of Water Distribution Easement situated in Monroe Township, Middlesex County, New Jersey, said easement in accordance with a plan entitled "Clearbrook Section 11, Water Distribution Easement Map" prepared by Lynch, Carmody, and Dombrowski, P.A., dated 5/2/79.

BEGINNING at a point in the southerly line of Clearbrook Drive (41.00) being distant the following two courses from the intersection of the southerly line of Clearbrook Drive (41.00) and the division line between Section 11 and Section 12, and running

- A. N. 85 09' 54" W., 506.06 feet to a point of curvature; thence
- B. Northwesterly along a curve to the right having a radius of 625.00 feet, an arc length of 6.00 feet, a chord bearing of N. 84 53' 24" W., and a chord length of 6.00 feet to the point of BEGINNING, and running
- 1. S. 6 18' 02" W., 10.08 feet to a point; thence
- 2. N. 83 41' 58" W., 20.00 feet to a point; thence
- 3. N. 6 18' 02" E., 10.08 feet to a point of curvature; thence
- 4. Southeasterly along a curve to the left having a radius of 625.00 feet, an arc length of 20.00 feet, a chord bearing of S. 83 41' 58" E., and a chord length of 20.00 feet to the point and place of BEGINNING

Contains 200.53 Sq. Ft. 0.005 Ac.

DB/bb

"B199I" -8

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Description of Water Distribution Easement situated in Monroe Township, Middlesex County, New Jersey, said easement in accordance with a plan entitled "Clearbrook Section 11, Water Distribution Easement Map" prepared by Lynch, Carmody, and Dombrowski, P.A., dated 5/2/79.

BEGINNING at a point in the southerly line of Belford Road (29.00) being distant N. 85° 09' 54" W., 89.38 from the most easterly division line between Section 12 and Section 11, and running

1. S. 85° 09' 54" E., 7.50 feet to a point; thence
2. S. 4° 50' 06" W., 10.00 feet to a point; thence
3. N. 85° 09' 54" W., 20.00 feet to a point; thence
4. N. 4° 50' 06" E., 10.00 feet to a point; thence
5. S. 85° 09' 54" E., 12.50 feet to the point and place of **BEGINNING**

Contains 200.00 Sq. Ft., 0.005 Ac.

DB/bb

"B199I" -9

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Description of Water Distribution Easement situated in Monroe Township, Middlesex County, New Jersey, said easement in accordance with a plan entitled "Clearbrook Section 11, Water Distribution Easement Map" prepared by Lynch, Carmody, and Dombrowski, P.A., dated 5/2/79.

BEGINNING at a point in the southerly line of Andover Road, said point being in a transitional curve having a radius of 465.00 feet, an arc length of 176.29 feet, a chord bearing of S. 74 18' 15" E., and a chord length of 175.24 feet (total curve), said point being an arc distant 56.08 feet, a chord bearing of S. 66 53' 53" E., and a chord length of 56.05 feet from the point of tangency and running

1. Continuing along the curve, having a radius of 465.00 feet, an arc length of 20.00 feet, a chord bearing of S. 71 35' 05" E., and a chord length of 20.00 feet to a point; thence
2. S. 18 24' 55" W., 10.11 feet to a point; thence
3. N. 71 35' 05" W., 20.00 feet to a point; thence
4. N. 18 24' 55" E., 10.11 feet to the point of **BEGINNING**

Contains 200.4 Sq. Ft. .005 Ac.

DB/bb

"B199I" -10

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Description of Water Distribution Easement situated in Monroe Township, Middlesex County, New Jersey, said easement in accordance with a plan entitled "Clearbrook Section 11, Water Distribution Easement Map" prepared by Lynch, Carmody, and Dombrowski, P.A., dated 5/2/79.

BEGINNING at a point in the southerly line of Andover Drive (25.00) being distant N. 63 26' 35" W., 71.50 feet from the point of tangency of the transitional curve from Belford Road (29.00) into Andover Drive (25.00), and running

1. S. 26 33' 25" W., 10.00 feet to a point; thence
2. N. 63 26' 35" W., 20.00 feet to a point; thence
3. N. 26 33' 25" E., 10.00 feet to a point; thence
4. S. 63 26' 35" E., 20.00 feet to the point and place of **BEGINNING**

Contains 200.00 Sq.Ft., 0.005 Ac.

DB/bb

"B199I" -11

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Description of Water Distribution Easement situated in Monroe Township, Middlesex County, New Jersey, said easement in accordance with a plan entitled "Clearbrook Section 11, Water Distribution Easement Map" prepared by Lynch, Carmody, and Dombrowski, P.A., dated 5/2/79.

BEGINNING at a point in the northerly line of Andover Drive (25.00) being distant N. 63 26' 35" W., 207.00 feet from the point of tangence of the transitional curve from Belford Road (29.00) into Andover Drive (25.00) and running

1. N. 63 26' 35" W., 20.00 feet to a point; thence
2. N. 26 33' 25" E., 10.00 feet to a point; thence
3. S. 63 26' 35" E., 20.00 feet to a point; thence
4. S. 26 33' 25" W., 10.00 feet to the point and place of **BEGINNING**

Contains 200.00 Sq.Ft., 0.005 Ac.

DB/bb

"B199I" -12

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Description of Water Distribution Easement situated in Monroe Township, Middlesex County, New Jersey, said easement in accordance with a plan entitled "Clearbrook Section 11, Water Distribution Easement Map" prepared by Lynch, Carmody, and Dombrowski, P.A., dated 5/2/79.

BEGINNING at a point in the southerly line of Andover Drive (25.00) being distant, S. 63 26' 35" E., 105.16 feet from the intersection of the southerly line and the westerly line of Andover Drive (25.00) and running

1. S. 63 26' 35" E., 20.00 feet to a point; thence
2. S. 26 33' 25" W., 10.00 feet to a point; thence
3. N. 63 26' 35" W., 20.00 feet to a point; thence
4. N. 26 33' 25" E., 10.00 feet to the point and place of BEGINNING

Contains 200.00 Sq. Ft., 0.005 Ac.

DB/bb

"B199I" -13

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Revised January 25, 1989

Description of Water Distribution Easement situated in Monroe Township, Middlesex County, New Jersey, said easement in accordance with a plan entitled "Clearbrook Section 11, Water Distribution Easement Map" prepared by Lynch, Carmody, and Dombrowski, P.A., dated 5/2/79.

BEGINNING at a point in the northerly line of Andover Drive (25.00) being distant S. 63 26' 35" E., 64.00 feet from the point of curvature, and running

1. N. 26 33' 25" E., 70.00 feet to a point of curvature; thence
2. Northeasterly along a curve to the right having a radius of 310.00 feet, an arc length of 95.29' feet, a chord bearing of N. 35 21' 48" E., 94.92 feet, and a chord length of 94.92 feet to a point in a curve in the southerly line of Clearbrook Drive (41.00); thence
3. Southeasterly along a curve to the right having a radius of 625.00 feet, an arc length of 20.00 feet, a chord bearing of S. 45 21' 16" E., and a chord length of 20.00 feet to a point; thence
4. Southwesterly along a curve to the left having a radius of 290.00 feet, an arc length of 88.98 feet, a chord bearing of S. 35 20' 48" W., and a chord length of 88.63 feet to the point of tangency; thence
5. Crossing and extending past Andover Drive (25.00), S. 26 33' 25" W., 105.00 feet to a point; thence
6. N. 63 26' 35" W., 20.00 feet to a point; thence
7. N. 26 33' 25" E., 35.00 feet to the point and place of **BEGINNING**

Contains 0.09 Ac.

DB/bb

"B199I" -14

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Description of Water Distribution Easement situated in Monroe Township, Middlesex County, New Jersey, said easement in accordance with a plan entitled "Clearbrook Section 11, Water Distribution Easement Map" prepared by Lynch, Carmody, and Dombrowski, P.A., dated 5/2/79.

BEGINNING at a point of curvature in the northerly line of Delair Road (29.00), and running

1. Northwesterly along a curve to the right having a radius of 24.50 feet, an arc length of 40.19 feet, a chord bearing of S. 89 28' 03" E., and a chord length of 35.83 feet to a point; thence
2. S. 89 28' 03" E., 35.83 feet to the point and place of **BEGINNING**

The above described easement is all that area of a segment of the curve at the northwest corner of the intersection of Delair Road and Clearbrook Drive.

Contains 192.87 Sq. Ft., 0.004 Ac.

DB/bb

"B199I" -15

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BEGINNING at a point in the southerly line of Clearbrook Drive (41.00), said point being distant the following two courses from the intersection of the southerly line of Clearbrook Drive (41.00) and the division line between Section 11 and 12

- a. N. 85 09' 54" W., 506.06 feet to a point of curvature; thence
- b. Northwesterly along a curve to the right having a radius of 625.00 feet, an arc length of 67.00 feet, a chord bearing of N. 82 05' 38" W., and a chord length of 66.97 feet to the point of **BEGINNING**, and running
 1. S. 11 53' 17" W., 10.08 feet to a point; thence
 2. N. 78 06' 43" W., 20.00 feet to a point; thence
 3. N. 11 53' 17" E., 10.08 feet to a point; thence
 4. Southeasterly along a curve to the left having a radius of 625.00 feet, an arc length of 20.00 feet, a chord bearing of S. 78 06' 43" E., and a chord length of 20.00 feet to the point and place of **BEGINNING**

Contains 200.53 Sq. Ft., 0.005 Ac.

DB/bb

"B199I" -16