

MASTER DEED  
FOR  
WHITTINGHAM CONDOMINIUM, SECTION TWO

DATED:

Prepared by: \_\_\_\_\_  
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RECORD AND RETURN TO:

UNION VALLEY CORPORATION  
P.O. BOX 166  
WHITING, NEW JERSEY 08759

Attention: Steven E. Heath, Esq.

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MASTER DEED

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MASTER DEED  
FOR  
WHITTINGHAM CONDOMINIUM, SECTION TWO

THIS MASTER DEED, made this       day of       , 1987, by Union Valley Corporation, a New Jersey corporation, P. O. Box 166, Whiting, New Jersey 08759 (hereinafter referred to as "Developer").

WHEREAS, Developer is the owner of the fee simple title to those lands and premises in the Township of Monroe, County of Middlesex, State of New Jersey, more particularly described in Exhibits "A-1" through "A-6" attached hereto and made a part hereof, (hereinafter referred to as the "Condominium"); and

WHEREAS, the Condominium includes seventy-seven (77) residential buildings in which are located a total of two hundred sixty-two (262) individual dwelling units, hereinafter referred to collectively as ("Units"), together with certain driveways, walkways and other improvements all as are more particularly shown on that certain Site Plan dated April 24, 1986 prepared by Henderson and Bodwell, Consulting Engineers, attached hereto and made a part hereof as Exhibit "B-1", and on those certain drawings prepared by Steven Mark Goldner dated attached hereto and made a part hereof as Exhibits "C-1" through "C-20" respectively; and

WHEREAS, it is the intention of the developer to establish the condominium form of ownership for the Condominium Act, (N.J.S.A. 46:8B-1 et seq.), under the name of "Whittingham Condominium, Section Two", and

WHEREAS, the Developer has established or is about to establish Whittingham Condominium Association, Section Two, a New Jersey non-profit corporation, (hereinafter the "Condominium Association") for the administration, operation and management of the Condominium and other improvements within the Condominium intended for the common use and enjoyment of the residents of the Condominium; and

WHEREAS, the Condominium, as now or hereafter constituted will consist of lands and Buildings which are part of a Planned Retirement Community being developed by Developer known as Whittingham (hereinafter the "Community"), which Community is intended to contain up to two hundred sixty-two (262) dwelling units; and

WHEREAS, the Community is governed by and subject to the provisions of (i) a certain Declaration of Covenants, Conditions and Restrictions for Whittingham (hereinafter the "Declaration"); and (ii) the Certificate of Incorporation and By-Laws of Whittingham Homeowners Association (hereinafter

the "Homeowners Association"), a New Jersey non-profit corporation which is established to operate, manage and maintain the Common Property and facilities within the Community which are intended for the use and enjoyment of all the residents; and

WHEREAS, the Homeowners Association is also lawfully obligated and empowered to accept the responsibility for maintaining, operating and administering the Common Elements within the Condominium which has been delegated to it pursuant to this Master Deed or the Certificate of Incorporation or By-Laws of the Condominium Association.

THEREFORE, WITNESSETH:

1. ESTABLISHMENT OF CONDOMINIUM. The Developer does hereby submit, declare and establish in accordance with N.J.S.A. 46:8B-1 et. seq. the condominium form of ownership for those lands and premises described in Exhibits "A-1" through "A- 6" aforesaid and as more particularly shown on Exhibits "B-1" and "C-1" through "C-20" aforesaid.

2. DEFINITIONS. For the purpose hereof, the following terms shall have the following meanings unless the context in which same is utilized clearly indicates otherwise:

- (a) "Certificate of Incorporation" shall mean the Certificate of Incorporation of the Condominium Association, a copy of which document is attached hereto and made a part hereof as Exhibit "D", together with all future amendments or supplements thereto.
- (b) "Board" shall mean the Board of Directors of the Condominium Association and any reference herein or in the Certificate of Incorporation, By-Laws or Rules and Regulations to any power, duty, right of approval or any other right of the Condominium Association shall be deemed to refer to the Board and not the Membership of the Condominium Association, unless the context expressly indicate contrary.
- (c) "Building" shall mean all the enclosed structures within the Condominium containing Units and structural improvements appurtenant thereto as shown on Exhibits "B-1" and "C-1" through "C-20", respectively.
- (d) "By-Laws" shall mean the By-Laws of the Condominium Association a copy of which document is attached hereto and made a part as Exhibit "E", together with all future amendments or supplements thereto.

- (e) "Common Elements" shall mean "General Common Elements" or "Limited Common Elements".
- (f) "Common Expenses" shall, subject to the provisions of paragraph 6 hereof, mean all those expenses anticipated by N.J.S.A. 46:8B-3(e), together with all expenses, including reserves incurred or assessed by the Homeowner's Association or Condominium Association, or their respective directors, officers, agents or employees, in the lawful performance of their respective duties or powers.
- (g) "Community" shall mean all those lands and improvements lawfully subjected to the provisions of the Declaration.
- (h) "Condominium" shall mean (i) all the lands and premises described in Exhibits "A-1" through "A-6", or which may now or hereafter be lawfully subjected to the provisions of this Master Deed by appropriate amendment or supplement hereto; (ii) all improvements now or hereinafter constructed in, upon, over or through such lands and premises, whether or not shown on any Exhibit hereto; (iii) all rights, roads, waters, privileges and appurtenances thereto belonging or appertaining; and (iv) the entire entity created by the execution and recording of this Master Deed, or by any amendments or supplements thereto.
- (i) "Condominium Act" shall mean the provisions of N.J.S.A. 46:8B-1 et seq., and all applicable amendments and supplements thereto.
- (j) "Condominium Association" shall mean and refer to Whittingham Condominium Association, Section Two, Inc., a New Jersey non-profit corporation, its successors and assigns.
- (k) "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions for Whittingham dated \_\_\_\_\_ and recorded on in the Middlesex County Clerk's Office in Book \_\_\_\_\_, at Page \_\_\_\_\_ et seq., together with all amendments or supplements thereto as now or hereafter may be executed and recorded.
- (l) "Developer" shall mean Union Valley Corporation, its successors and assigns, including any successor Developer contemplated by paragraph 27 of this Master Deed.

- (m) "General Common Elements" shall have the same meaning as "common elements" pursuant to N.J.S.A. 46:8B-3(d), except as same may be modified by the provisions of paragraph 5 hereof.
- (n) "Homeowners Association" shall mean and refer to The Whittingham Homeowners Association, a New Jersey non-profit Corporation, its successors and assigns.
- (o) "Institutional Lender" shall mean the Developer, any bank, mortgage banker, savings and loan association or other financial institution or pension fund, which is the record owner of a first mortgage loan, which encumbers any Unit.
- (p) "Lease" shall mean any agreement for the leasing or rental of any Unit of the Condominium.
- (q) "Limited Common Elements" shall have the same meaning as "limited common elements" pursuant to N.J.S.A. 46:8B-3(j), except as same may be modified by the provisions of Paragraph 5(b) hereof.
- (r) "Lot" shall have the same meaning as set forth in the Declaration.
- (s) "Master Deed" shall mean this instrument together with all existing and/or future amendments or supplements hereto.
- (t) "Owner" or "Unit Owner" shall mean and refer to those persons or entities in whom record fee simple title to any Unit is vested as shown in the records of the Middlesex County Clerk, including the Developer unless the context expressly indicates other-wise, but notwithstanding any applicable theory of mortgage, shall not mean or refer to any mortgage unless and until such mortgage has acquired title to any such Unit pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure, nor shall the terra "Unit Owner" refer to any lessee or tenant of a "Unit Owner".
- (u) "Permitted First Mortgage" shall mean and refer to any first mortgage lien encumbering a Unit held by an Institutional Lender or which is a purchase money mortgage held by the Developer or by the Seller of a Unit.

- (v) "Rules and Regulations" shall mean those rules and regulations of the Condominium Association that may be promulgated by same together with all future amendments or supplements thereto.
- (w) "Unit" shall mean a part of the Condominium designated and intended for independent ownership and use as a residential dwelling regardless of type and all as more specifically described in paragraph 4 hereof and shall not be deemed to include any part of the General Elements or Limited Common Elements situated within or appurtenant to a Unit.

Unless the context clearly indicates otherwise, all definitions set forth in N.J.S.A. 46:8B-3 are incorporated herein by reference and the definitions set forth above shall be used in conjunction therewith.

3. GENERAL DESCRIPTION OF CONDOMINIUM. The Condominium will initially include the Lots described in Exhibits "A-1" through "A-6" aforesaid consisting of a total of two hundred sixty-two (262) residential Units located in seventy-seven (77) Buildings, together with all other site improvements all as shown on Exhibit "B-1". Each of the aforesaid Units is designated by a Building Number and a letter indicating a location of a Unit within a particular Building, as shown on Exhibits "B-1" and "C-1" through "C-20", respectively. It is contemplated that the Condominium will include eight (8) model types, the Granby, Haverhill, Stafford, Wellesley, Brattleboro, Duxbury, and Manor House, as set forth in Exhibit I.

4. DESCRIPTION OF UNITS. The dimensions, area and location of the Buildings and all of the aforesaid Units within the Condominium are as shown graphically on Exhibits "B-1" and "C-1" through "C-20", respectively. Each Granby, Haverhill, Stafford, Wellesley, Brattleboro, Duxbury and Manor House Unit is intended to contain all space within the area bounded by the interior surface of the perimeter walls of each Unit and the floor and the ceiling of each Unit as follows:

BOTTOM: The bottom is an imaginary horizontal plane through the lowest point of the exterior surface of each portion of subfloor within the Unit, and extending in every direction to the point where it closes with a side of such Unit.

TOP: The top of each Granby, Haverhill, Stafford, Wellesley, Brattleboro, Duxbury and Manor House Unit and the top of each Unit is an imaginary plane along and coincident with the unfinished



and unexposed surface of the roof sheathing and extending in every direction to the point where it closes with every side of such Unit. The top of each first level Unit is an imaginary plane along and coincident with the unfinished and unexposed surface of the gypsum board or other material which forms the uppermost ceiling of the Unit and extending in every direction to the point where it closes with every side of such Unit.

SIDES: The sides of each Unit are imaginary vertical planes along and coincident with the innermost surface of the studding of the perimeter walls.

Where no wall exists, the side is an imaginary vertical plane along and coincident with the exterior surface of the windows or doors located on the perimeter of such Unit. The sides of each such Unit are bounded by the bottom and top of the Unit.

Each Unit also includes all space within the area bounded by the interior surface of the perimeter walls of the garage to which there is direct access from the interior of the remainder of said Unit, and the floor and ceiling of said garage. In addition each upper story Unit also includes all space within the area bounded by the interior surface of the perimeter walls of the first floor foyer and the stairway connecting the garage with the remainder of the Unit and the floor and ceiling of said foyer. The bottom, top and sides of said garage and foyer shall be defined in the same manner as above.

Each Unit includes all built in appliances, fixtures, doors, windows, interior walls and partition, gypsum board and/or other facing material on the walls and ceilings thereof, the inner decorated and/or finished surface of the floors (including all flooring tile, ceramic tile, finished flooring, carpeting and padding) and all other improvements located within such Unit described, which are exclusively appurtenant to such Units, although all or part thereof may not be located within the Unit, and shall include, but not be limited to the following individual appurtenances to the extent that same serve each individual Unit only and not any other Unit or any portion of the Common Elements:

- (a) So much of the common heating, plumbing and ventilating systems as extend from the interior surface of the walls, floors or ceilings into the Unit; and
- (b) Hot water heater; and

- (c) All electrical wires which extend from the interior surface of walls, floors or ceilings into the Units and fixtures, switches, outlets and circuit breakers; and
- (d) All master antenna wiring which extends from the interior surface of the walls, floors, or ceilings into the Unit; and
- (e) All utility meters not owned by the public utility agency supplying the service; and
- (f) All equipment, appliances, machinery, mechanical or other systems which serve the Unit exclusively whether or not same are located within or without the Unit; and
- (g) Air conditioning units.

Interior partitions or non-bearing walls within the confines of each Unit may, from time to time, be removed or replaced subject to the prior written approval of the Board of Trustees of the Homeowners Association. In the event a Unit Owner does remove or replace any or all such interior partitions or walls, no amendment of the Master Deed will be necessary or required. No Unit may be partitioned or subdivided without the prior written approval of any Institutional Lender for such Unit and the Board of Trustees of the Homeowners Association. None of the foregoing approvals shall apply to Developer.

##### 5. DESCRIPTION OF GENERAL AND LIMITED COMMON ELEMENTS.

(a) General Common Elements. All appurtenances and facilities and other items which are not part of the Units hereinabove described in paragraph 4 or part of the Limited Common Elements hereinafter described in sub-paragraph 5(b) shall comprise the General Common Elements as graphically shown on Exhibits "B-1" and "C-1" through "C-20", respectively. The General Common Elements shall also include by way of description but not by way of limitation:

- (i) All land shown on Exhibits aforesaid whether improved or unimproved; and
- (ii) All private streets, driveways, curbs and sidewalks, subject to the easements and provisions set forth in paragraph 9 hereof; and
- (iii) Storage rooms and maintenance sheds; and
- (iv) Lawn areas, shrubbery, conduits, utility lines, underground sprinkler system and

waterways, subject to the easements and provisions set forth in paragraph 9 hereof; and

- (v) Public connections and meters for gas, electricity, telephone and water not owned by the public utility or other agencies providing such services; and
- (vi) The roof, attic spaces, the foundations, footings, columns, girders, beams, supports, exterior or interior bearing or main walls and floors between Units; and
- (vii) Exterior lighting and other facilities necessary to the upkeep and safety of the Buildings and grounds and serving more than one Unit; and
- (viii) Any easement or other right which may now or hereafter be granted for the benefit of the Unit Owner(s) or others for access to or use of the General or Limited Common Elements not included within the Condominium or for any other purpose; and
- (ix) All tangible personal property required for the operation, maintenance and administration of the Condominium which may be owned by the Condominium Association; and
- (x) All other facilities or elements of any improvement within any Building or upon the Property necessary or convenient to the management, operation, maintenance and safety of the Condominium or normally in common use.

(b) Limited Common Elements. The Limited Common Elements shall be as graphically shown on Exhibits "B-1" and "C-1" through "C-20", respectively and shall include by way of description and not by way of limitation:

- (i) Any balcony, deck, terrace or patio to which there is direct access from the interior of an appurtenant Unit. Each Unit Owner's right to use the balcony, deck, terrace or patio, appurtenant to his Unit shall be exclusive and may not be transferred apart from the conveyance of title to the Unit. The Owners of a Unit to which a balcony, deck, terrace or patio, is attached or connected shall be responsible for all snow clearing from and cleaning of said balcony, deck, terrace or patio;

- (ii) Any exterior porch, steps, stairways, stoop or walkway to which there is a direct access from the interior of any Unit shall also constitute a Limited Common Element for the exclusive use of the Unit(s) having such access;
- (iii) The attic located over the second floor of each Building shall be a Limited Common Element for the sole purpose of maintenance and inspection (and not for storage or any other use) for the exclusive use of the units located on the second floor thereof;
- (iv) The attic space to which there is direct access from each garage shall be a Limited Common Element for the sole purposes of inspection, maintenance and storage for the exclusive use of the Unit containing said garage;
- (v) The driveway to which there is direct access from the garage of any Unit shall be a Limited Common Element for ingress, egress and parking purposes, for the use of those Units having such access to said driveway. Neither Unit may use said driveway in such a manner as to prevent use of the driveway for vehicular ingress and egress to and from the garage of the other Unit.

The Owners of any Unit having use of any Limited Common Element shall make and be responsible for repairs thereto necessitated by their own negligence or misuse. Any other repairs or maintenance with respect to the Limited Common Elements, except as otherwise provided above, shall be the responsibility of the Whittingham Association.

(c) Reserved Common Elements. The Board shall have the power in its discretion to: (i) designate from time to time certain Common Elements as "Reserved Common Elements"; (ii) grant reserved rights therein to the Condominium Association and to any or less than all of the Unit Owners; and (iii) establish a reasonable charge to such Unit Owners for the use and maintenance thereof. Such designation by the Board shall not be construed as a sale or disposition of the Common Elements. Any fee paid for such reserved rights shall be paid to the Condominium Association and shall be available for use by the Condominium Association as operating funds.

6. ESTATE ACQUIRED. INTEREST IN COMMON EXPENSES; INTEREST IN COMMON SURPLUS; VOTING: COMMON EXPENSES. The Owner of each 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 thereto an undivided percentage interest in the Common Elements of the Condominium, which shall not be divisible from the Unit to which it appertains, as set forth in Exhibit "F" attached hereto and made a part hereof. Said percentage is expressed as a finite number to avoid an interminable series of digits: the sixth digit has been adjusted to that value which is most nearly correct. The percentages shall remain fixed.

The aforesaid percentage interest, which is based upon the relative initial value of the respective Units established by Sponsor shall be used to allocate the division of proceeds, if any, resulting from casualty loss, any eminent domain proceedings, any common surplus of the Condominium Association, or from any other disposition of the Condominium Property.

Assessments for the Common Expenses shall be apportioned among all Units within the Condominium as provided in Section 3 of Article IV of the Declaration.

Said percentage interest of the Unit shall also be utilized for the determination of voting rights of Unit Owners in the Association, except for the election of Directors, which shall be based upon one vote for each Unit.

7. COVENANT FOR MAINTENANCE AND CAPITAL IMPROVEMENT ASSESSMENTS. In addition to the annual or special Common Expense assessments authorized in the Declaration or the Homeowners Association By-Laws, the Board may levy, in any assessment year, a special Common Expense assessment, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement or a described capital improvement upon or to the Common Elements, including the necessary furniture, fixtures, equipment, and other personal property related thereto, or for any other lawful purpose, provided that any such special Common Expense assessment shall be apportioned in the same manner as a regular assessment and shall be authorized by the vote in person or by two-thirds (2/3) of all the aggregate votes held by all of the Members in good standing affected at a meeting duly called for such purpose. Written notice of such meeting shall be sent to all Unit Owners at least thirty (30) days in advance, which notice shall set forth the purpose of the meeting. The due date(s) of any special assessment, or any installments thereof, shall be fixed in the resolution authorizing such special assessment.

Every Unit Owner, by acceptance of a deed or other conveyance for a Unit, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Homeowners Association, whichever is applicable, such sums, by way of annual or special Common Expense assessments contemplated herein or in the Declaration or in the By-Laws of the Condominium Association. Upon the conveyance of title to a Unit, the portion of the then current annual assessment payable by the new Unit Owner shall be an amount which bears the same relationship to the annual assessment as the remaining number of months in the then current annual assessment period bears to twelve. No portion of any month shall be prorated. Such first annual assessment or portion thereof for which a new Unit Owner is liable shall be immediately due upon the closing of title to the purchaser.

The Condominium Association shall, upon the request of any Unit Owner liable for a Common Expense assessment, or of the Institutional Lender for any Unit, furnish to such Unit Owner or Institutional Lender, a certificate in writing, signed by an Officer of the Condominium Association, setting forth whether or not such Common Expense assessment has been paid. Such certificate shall constitute conclusive evidence of the payment of any Common Expense assessments therein stated to have been paid.

No Unit Owner may waive or otherwise avoid liability for Common Expenses by non-use of the Common Elements. Each such assessment shall be a continuing lien upon the Unit against which it was made and shall also be the joint and several personal obligation of the Owner of such Unit at the time when the Common Expense assessment fell due, and of each subsequent record Owner of such Unit, except as otherwise contemplated by subparagraph 24(g) of this Master Deed together with such interest thereon and cost of collection thereof (including reasonable attorney's fees). Liens for unpaid Common Expense assessments may be foreclosed by suit brought in the name of the Condominium Association in the same manner as a foreclosure of a mortgage on real property. Suit to recover a money judgment for unpaid Common Expense assessments may be maintained without waiving the lien securing the same.

8. COMMON EXPENSES; RESPONSIBILITIES OF OWNERS; DAMAGE DUE TO NEGLIGENCE. OMISSION OR MISUSE. The Common Expense assessments levied by the Board or the Homeowners Association Board of Trustees solely for the Unit Owners shall be used exclusively for promoting the health, safety, pleasure and welfare of the members of the Condominium Association, including, but without limitation: the maintenance and repair of the exterior faces and finishes of the Units (excluding windows and doors); maintenance, repair and replacement of the Common Elements; payment of

taxes and insurance premiums; all costs and expenses incidental to the operation and administration of the Condominium Association; and, such other items as may from time to time be deemed appropriate by the Board or the Homeowners Association Board of Trustees.

Each Unit Owner shall promptly furnish, perform, and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit, provided, however: (i) such maintenance, repairs and replacements as may be required for the functioning of the common plumbing, heating, air-conditioning, mechanical, electrical and water supply systems within the Buildings shall be furnished by the Homeowners Association; and (ii) the Homeowners Association, its agents and employees may effect emergency or other necessary repairs which the Unit Owner has failed to perform; but any and all expenses incurred pursuant to the foregoing provisions shall be the responsibility of the Unit Owners affected thereby. Except as hereinbefore provided, maintenance, repairs and replacements of the plumbing fixtures and systems, windows, doors, balconies, electrical wiring and receptacles, kitchen appliances and equipment, and lighting fixtures within any Unit which are not common shall be the expense, and if the Unit Owner's responsibility at its sole cost and expense, and if the Unit Owner fails to perform such work the Homeowners Association may do so on the Unit Owner's behalf and charge the reasonable expenses thereof to the Unit Owner. Maintenance, repair, replacement cleaning and washing of all wallpaper, paint, paneling, floor covering, draperies and window shades or curtains within any Unit shall also be the Unit Owner's responsibility at its sole cost and expense.

If, due to the negligent act or omission of or misuse by a Unit Owner, or a member of his family or household pet, or a guest, occupant or visitor (whether authorized or unauthorized by the Unit Owner), damage shall be caused to the Common Elements, or to a Unit(s) owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then the Unit Owner so responsible shall pay for such damage and be liable for any damages, liability, costs and expenses, including attorney's fees, caused by or arising out of such circumstances; and such maintenance, repairs and replacements to the General or Limited Common Elements or the Unit(s) shall be subject to the By-Laws and the Rules and Regulations.

9. EASEMENTS. Every Unit Owner, his successors and assigns, shall have the following perpetual easements with respect to the Condominium;

- (a) A non-exclusive easement in, upon, over, under, across and through the Common Elements to keep, maintain, use operate, repair and replace his Unit in its original position and in every subsequent position to which it changes by reason of the gradual forces of nature and the elements; and
- (b) An exclusive easement for the existence and continuance of any encroachment by his Unit upon any adjoining Unit or upon any Common Elements, now existing or which may come into existence hereafter as a result of construction, reconstruction, repair, shifting, settlement or movement of any portion of a Building or a Unit, so that any such encroachment may remain undisturbed so long as the Building stands; and
- (c) A non-exclusive easement for ingress and egress to his Unit in, upon, under, over, across and through the General Common Elements; and
- (d) An exclusive easement to use and enjoy the surfaces of the main walls, (including any windows, doors, chimneys, balcony, stoops, or patio therein), ceilings and floors contained within his Unit; and
- (e) An easement in common with the owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines, television, master antenna and other General Common Elements located in any of the other Units and serving his Unit; and
- (f) A perpetual and non-exclusive easement in, over and through the General Common Elements of the Condominium and to use the driveways, walks and other common facilities within the Condominium subject to the right of the Board to:
  - (i) promulgate rules and regulations for the use and enjoyment thereof; and
  - (ii) suspend the enjoyment and voting rights of any Unit Owner for any period during which any assessment for Common Expenses remains unpaid, or for any period during which any infraction of its published Rules and Regulations continues, it being understood that any suspension for either non-payment of any assessment or a breach of the Rules and Regulations of the Condominium Association shall not constitute a waiver or discharge of the Unit Owner's obligation to pay the assessment; and



Developer, its successors and assigns, shall have the following easements with respect to the Condominium:

- (a) A blanket and non-exclusive easement in, upon, over, through, under and across the Common Elements for the purpose of construction, installation, maintenance and repair of any improvements to the Units or the Common Elements, for ingress and egress for the use of all driveways, parking areas, and for the utilization of existing and future model Units for sales promotion and exhibition, until the expiration of one (1) year from the date the last Unit is sold and conveyed in the normal course of business, but in no event more than five (5) years from the date of recording this Master Deed. In addition, Developer hereby reserves the irrevocable right to enter into, upon, over or under any Unit for such purposes as may be reasonably necessary for the Developer or its agents to service such Unit or any part of the Building provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate whether the Unit Owner is present at the time or not; and
- (b) A perpetual, blanket and non-exclusive easement in, upon, over, under, across and through the Common Elements for surface water runoff and drainage caused by natural forces and elements, grading, and/or the improvements located within the Condominium. No individual Unit Owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems within the Condominium.

The Condominium shall also be subject to the following easements:

- (a) The Condominium Association and the Homeowners Association shall have a perpetual exclusive easement for the maintenance of any Common Elements, which presently or may hereafter encroach upon a Unit; and
- (b) The Condominium Association, through the Board, the Homeowners Association, or any manager, or or managing agent, or their respective agents or employees shall have the perpetual and non exclusive right of access to each Unit (i) to inspect same, with reasonable cause (ii) to remedy any violations set forth in this Master Deed, the By-Laws or in any Rules and Regulations

of the Homeowners Association; and (iii) to perform any operations required in connection with the maintenance, repairs or replacements of or to the Common Elements, or any equipment, facilities or fixtures affecting or serving other Unit(s) or the Common Elements; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not; and

- (c) Any Eligible Mortgage Holder, its officers, agents and employees, shall have a blanket, perpetual and non-exclusive easement to enter the Condominium or any part thereof to inspect the condition and repair of the Common Elements, or any Units so encumbered by a first mortgage owned by it. This right shall be exercised only during reasonable daylight hours, and then whenever practicable, only after advance notice to and with the permission of the Board and the Unit Owner; and
- (d) A blanket, perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, across and through the Common Elements to the Township of Monroe the Condominium Association, the Homeowners Association, their respective officers, agents and employees (but not the public in general) and all police, fire, and ambulance personnel in the proper performance of their respective duties, (including but not limited to emergency or other necessary repairs to a Unit Owner has failed to perform), and for repair and maintenance of the Common Elements. Except in the event of emergencies, the rights accompanying the easements provided for in this subparagraph shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with permission of the Unit Owner(s) directly affected thereby; and
- (e) A blanket perpetual and non-exclusive easement in, under, over, through and across the Common Elements for (i) the installation, maintenance and repair of the irrigation system and all utility systems serving the golf course facility within the Community; and (ii) reasonable ingress and egress to and from the golf course for the use and operation of same, including the installation, maintenance and repair of the improvements and facilities located thereon, which easement shall be for the benefit of the owner of the golf course, its members and invitees.

10. BY-LAWS AND ADMINISTRATION; CHANGES IN DOCUMENTS;  
POWER OF ATTORNEY. The responsibility for the

administration of the Common Elements of the Condominium and other common facilities shall be by and exclusively and irrevocable delegated to the Homeowners Association and shall be in accordance with the provisions of the New Jersey Condominium Act, this Master Deed, the Declaration, the Certificate of Incorporation, the By-Laws of the Condominium and Homeowners Association, the Rules and Regulations and of any other agreements, documents, amendments or supplements to the foregoing which may be duly adopted or subsequently be required by any Institutional Lender designated by the Developer or by any governmental or quasi-governmental agency having regulatory jurisdiction over the Condominium or by any title insurance company selected by Developer to insure title to any Unit(s). Developer hereby reserves for itself, its successors and assigns, for a period of ten (10) years from the date the first Unit is conveyed to an individual purchaser, the right to execute on behalf of all contract purchasers, Unit Owners, mortgages, other lienholders or parties claiming a legal or equitable interest in the Condominium, any such agreement, documents, amendments or supplements to the above described documents which may be so required by any such Institutional Lender, governmental or quasi-governmental agency or title insurance company; provided, however, that no such agreement, document, amendment or supplement which adversely affects the value or substantially alters the floor plan of any Unit, or changes the percentage of the undivided interest in the Common Elements or increases the financial obligation of the Unit Owner or reserves any additional or special privileges shall be made without the prior written consent of the affected Unit Owner(s) and all owners of any mortgage(s) encumbering same; or if such agreement, document, amendment or supplement adversely affect the priority or validity of any mortgage which encumbers any Unit, without the prior written consent of the owners of all such mortgages. Notwithstanding the foregoing provision, the Developer reserves the right, so long as a Purchase Agreement has not been executed for an unsold Unit, to change the size, layout and design, and any surplus interest of any such Unit. In addition, prior to the conveyance of any Unit Developer shall have the right to change the number of Units within the Condominium and to reallocate the percentage interest of any Unit therein.

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 such contract purchaser, Unit Owner, mortgagee, or other lienholder or party having a legal or equitable interest in the Condominium does automatically and irrevocably name, constitute, appoint and confirm (i) Developer, its successors and assigns, as attorney-in-fact for the purpose of executing such amended Master Deed(s) and other instrument(s) necessary to effect the foregoing subject to

the limitations set forth above in the preceding paragraph; and (ii) the Condominium Association as attorney-in-fact to acquire title to or lease any Unit whose owner desires to surrender, sell or lease same, in the name of the Condominium Association or its designees, corporate or otherwise, on behalf of all Unit Owners to convey, sell, lease, mortgage (but not to vote the votes appurtenant thereto) or otherwise, dispose of any such Units so acquired or to sublease any Units so leased by the Condominium Association.

The powers of attorney aforesaid are 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 Units and be binding upon the heirs, personal representatives, successors and assigns of any of the foregoing parties. Further, said powers of attorney shall not be affected by the death or disability of any principal and are intended to deliver all right, title and interest of the principal in and to said powers. Said powers of attorney shall be vested in the Developer, its successors and assigns until same effectuate the initial conveyance of all Units to individual Purchasers. Thereafter, said powers of attorney shall automatically vest in the Condominium Association to be exercised through its Board of Directors.

Notwithstanding the foregoing, the Developer shall not be permitted to cast any votes held by it for unsold Units for the purpose of amending this Master Deed, the By-Laws or any other document for the purpose of changing the permitted use of a Unit or the purpose of reducing the Common Elements or facilities.

11. RESTRICTIONS The Condominium is subject to all covenants, restrictions and easements contained in the Declaration or otherwise of record and to the following restrictions:

- (a) All property taxes, special assessments and other charges imposed by any taxing authority are to be separately assessed against and collected on each Unit as a single parcel, as provided in the New Jersey Condominium Act. In the event that for any year such taxes are not separately taxed to each Unit, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his proportionate undivided percentage interest in the General Common Elements.
- (b) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably intended and suited and which are incident to the use and occupancy of the Units.

- (c) Nothing herein shall be construed to prohibit the reasonable adaptation of any unit for handicap use.

12. OBLIGATIONS OF DEVELOPER. Until the conveyance of title to the first Unit, the Developer shall be solely responsible for all Common Expenses. Following the first conveyance, the Owners of the Units to whom title shall have been conveyed shall be responsible for their proportionate share of all Common Expenses and the Developer shall be responsible for payment of all Common Expenses assessed against Units which have not been conveyed for which an initial Certificate of Occupancy has been issued by the Township of Monroe.

While the Developer maintains a majority of the Board of Directors, it shall make no additions, alterations, improvements or purchases not contemplated in this Offering, which would necessitate a special assessment or a substantial increase in the monthly assessment unless required by a governmental agency, title insurance company, mortgage lender or in the event of an emergency.

While the developer maintains control of the Board of Directors, it shall take no action which adversely affects a homeowners rights under N.J.A.C. 5:25-5. Claims relative to defects in common elements shall be processed in accordance with N.J.A.C. 5:25-5.5.

13. NO PARTITION. Subject to the provisions of this Master Deed and Certificate of Incorporation and By-Laws and the New Jersey Condominium Act, the Common Elements shall remain undivided and no Unit Owner(s) shall bring any action for 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.

14. MEMBERSHIP IN THE ASSOCIATION. Upon acceptance of a Deed to a Unit each Unit Owner shall automatically become a member of the Condominium Association and Homeowners Association and shall be a member for so long as he shall hold legal title to his Unit subject to all provisions of this Master Deed, the Declaration of the Homeowners Association, the New Jersey Condominium Act, the Certificate of Incorporation, and the By-Laws and Rules and Regulations which may now or hereafter be established for or by Condominium and Homeowners Association. The Developer shall be a member of the Condominium Association with respect to all Units owned by it.

15. COMPLIANCE BY OWNERS. Each owner or occupant of a Unit shall comply with, and shall assume ownership or occupancy subject to laws, rules and regulations of governmental authorities having jurisdiction over the Condominium, the provisions of this Master Deed, the Certificate of Incorporation and By-Laws of the Condominium Association and to the Declaration, Certificate of Incorporation and By-Laws of the Homeowners Association and Rules and Regulations or any other documents, amendments or supplements to the foregoing as described in paragraph 10 hereof. Failure to comply with any of the foregoing shall be grounds for commencement of an action for the recovery of damages, or for injunctive relief, or both, by the Developer, the Condominium Association, the Homeowners Association or any Unit Owner, in any court or administrative tribunal having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate or circumvent any of the aforesaid, and against any Unit Owner to enforce any lien created by this Master Deed or the Declaration of any covenant contained herein. Failure by the Developer, the Condominium Association, the Homeowners Association or any Unit Owner to enforce any covenant herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same.

16. EMINENT DOMAIN. If any building, improvement or Common Element or any part thereof shall be taken, injured or destroyed by eminent domain, each Unit Owner affected shall be entitled to notice of such taking and to participate through the Condominium Association in the proceeding incident thereto. Any awards made in connection with such proceedings shall be collected by the Condominium Association and applied or distributed by it in accordance with the following, unless the award or decree provides to the contrary:

- (a) If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by the Master Deed, the award must compensate the Unit Owner for his Unit and its percentage interest in the Common Elements, based upon a qualified appraisal acceptable to the Board of the relative value of the Unit(s) taken ("Qualified Appraisal") whether or not any portion of the Common Elements is acquired. Upon acquisition by the condemning authority, unless the decree provides otherwise, each affected Unit's entire percentage interest and its common expense liability shall be automatically reallocated to the remaining Units in proportion to their respective percentage interests and the liabilities

of such remaining Units before the taking, and the Condominium Association shall promptly prepare, execute, and record an amendment to the Master Deed reflecting the reallocations. Any remnant of a Unit remaining after a part of a Unit is taken under this subsection shall thereafter be a Common Element.

- (b) If part of a Unit is acquired by eminent domain, other than under the circumstances contemplated by subsection (a), the award must compensate the Unit Owner(s) for the reduction in value of the Unit and its percentage interest in the Common Elements. Upon acquisition by the condemning authority, (1) each affected percentage interest, and its Common Expense liability shall be reduced in proportion to the reduction in value of each such Unit, based upon a Qualified Appraisal; and (2) the portion of its percentage interest, and Common Expense liability divested from the partially acquired Unit shall be automatically reallocated to each such Unit and the remaining Units in proportion to their respective percentage interests and the liabilities of such remaining Units before the taking, with the partially acquired Unit(s) participating in the reallocation on the basis of their reduced percentage interest and liabilities.
- (c) If a part of the Common Elements is acquired by eminent domain, the award must be paid to the Association. The Condominium Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the affected Unit Owners in proportion to their respective percentage interest in the Common Elements before the taking, but the portion of the award attributable to the acquisition of any Limited Common Element must be equally divided among the owners of the Units to which that Limited Common Element was allocated at the time of acquisition based upon a "Qualified Appraisal".
- (d) In no event shall the aggregate amount distributed to the affected Units Owner(s) exceed the total amount of any award paid with respect to any taking by eminent domain.

This provision shall be deemed to be supplemental to and not in derogation of the provisions of N.J.S.A. 46:8B-25.

17. INSURANCE. The Board shall cause to be obtained and continued, in effect through the Homeowners Association or otherwise, blanket property insurance on the

Common Elements in an amount equaling replacement value, and in form satisfactory to any Institutional Lender holding first mortgages on a majority of the Units, but without prejudice to the right of the owner or any Unit to obtain individual Unit insurance at his own cost. In addition, the Board shall cause to be obtained and continued in effect through the Homeowners Association or otherwise, such other types and amounts of insurance as may be required by the provisions of the Declaration or By-Laws of the Homeowners Association. Premiums for all such insurance coverage except for individual Unit coverage shall be a Common Expense to be included in the monthly assessment for Common Expenses.

18. AMENDMENT OF MASTER DEED. Subject to the provisions hereof, this Master Deed may be amended at any time after the date hereof by a vote of at least two-thirds (2/3) of all Unit Owners at any meeting of the Condominium Association duly held in accordance with the provisions of the By-Laws provided, however, that (i) any amendment so requiring it under the provisions of paragraph 24, shall also have the prior written approval of each Eligible Mortgage Holder; and (ii) no amendment may be made to subparagraph 10 hereof or which would adversely affect the value of any Unit or the priority of any Permitted First Mortgage. No amendment shall be effective until recorded in the Office of the Clerk of Middlesex County, New Jersey.

19. ENFORCEMENT. Enforcement of this Master Deed shall be by any appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction against any person or persons, firm or corporation violating or attempting to violate any covenant herein contained; either to restrain or enjoin such violation or threatened violation, or to recover damages; and against any Owner to enforce any lien created by this Master Deed in any covenant herein contained. Failure by the Condominium Association or any Member thereof to enforce any covenant herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same.

In the event the Condominium is not maintained in reasonable order and condition, the Township of Monroe shall have the right to enter upon and maintain the Condominium in accordance with the provisions of N.J.S.A. 40:55D-43(b). The cost of such maintenance by the municipality shall be assessed pro rata against the Owners of each Unit affected thereby and shall become a lien and tax on each such Unit, and shall be enforceable by the Township of Monroe in the manner provided by law with respect to real estate taxes assessed directly against each such Unit.



20. WAIVER. No provision contained in this Master Deed shall be deemed to have abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches, which may occur.

21. GENDER. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

22. RATIFICATION, CONFIRMATION AND APPROVAL OF AGREEMENTS. The fact that some or all of the officers, Directors, Members or employees of the Condominium Association and the Developer may be identical, and the fact that the Developer or its nominees, have hereto fore or may hereafter enter into agreements with the Condominium Association or with third parties, will not invalidate any such agreements and the Condominium Association and its Members, from time to time, will be obligated to abide by and comply with the terms and conditions thereof. The purchase of a Unit, and the acceptance of the Deed therefore by any party, shall constitute the ratification, confirmation and approval by such purchaser, his heirs, legal representatives, successors and assigns, of the propriety and legality of said agreements or said agreement, or any other agreements authorized and permitted by the New Jersey Condominium Act, this Master Deed, the Certification of Incorporation or the By-Laws.

23. RIGHTS RESERVED TO DEVELOPER. While it is the present intent of the Developer to sell all units as soon as a Certificate of Occupancy is issued, anything to the contrary herein or in the Certificate of Incorporation or By-Laws notwithstanding, Developer hereby reserved for itself, its successors and assigns, for so long as it owns one or more Units in the Condominium, the right to sell, lease, mortgage or sublease any unsold Units within the Condominium.

23. PROTECTIVE PROVISIONS FOR THE BENEFIT OF ELIGIBLE MORTGAGE HOLDERS. Anything to the Contrary in this Master Deed or By-Laws or Certificate of Incorporation notwithstanding, the following shall apply with respect to each Institutional Lender.

- (a) The prior written approval of each Institutional Lender who requested notice is required for the following events:
  - (i) The abandonment or termination of the Condominium except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain.

- (ii) Any material amendment to the Master Deed or to the By-Laws or Certificate of Incorporation, including, but not limited to, any amendment which would change the percentage interests of the Unit Owners in the Condominium, except for such amendments as may be permitted pursuant to paragraph 10 of this Master Deed; and
  - (iii) The effectuation of any decision by the Condominium or Homeowners Association to terminate professional management and assume self-management of the Condominium.
- (b) No Unit in the Condominium may be partitioned or subdivided without the prior written approval of any Institutional Lender for such Unit.
- (c) Any lien the Condominium Association may have on any Unit in the Condominium for the payment of Common Expense assessments attributable to each Unit is subordinate to the lien or equivalent security interest of any Permitted First Mortgage on the Unit recorded prior to the date any such Common Expense assessment became due.
- (d) Any Institutional Lender shall upon request, (i) be permitted to inspect the books and records of the Condominium Association during normal business hours; (ii) receive an annual audited financial statement of the Condominium Association within ninety (90) days following the end of any fiscal year of the Condominium Association; (iii) receive written notice of all meetings of the Condominium Association and be permitted to designate a representative to attend all such meetings; and (iv) receive written notice of default in the payment of any installment of a Common Expense assessment.
- (e) In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, any Institutional Lender which may be affected shall be entitled to timely written notice of any such damage or destruction. No Unit Owner or other party shall have priority over such Institutional Lender with respect to the distribution to such Unit of any insurance proceeds.
- (f) If any Unit or portion thereof, or the Common Elements or any portion thereof is made the subject matter of any condemnation eminent

domain proceeding or is otherwise sought to be acquired by a condemning authority, then the Institutional Lender(s) holding a first mortgage on the Unit(s) is entitled to timely written notice of any such proceeding or proposed acquisition and no Unit or other party shall have priority over such Institutional Lender with respect to the distribution to such Unit(s) of the proceeds of any award or settlement.

- (g) Any Institutional Lender who holds a first mortgage lien on a Unit who obtains title to the Unit as a result of foreclosure of the first mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser in a foreclosure sale, or their respective successors and assigns, is not liable for the share of Common Expenses or other assessments by the Condominium Association pertaining to such Unit or chargeable to the former Unit Owner which became due prior to acquisition of title. Such unpaid share of Common Expenses and other assessments shall be deemed to be Common Expenses collectable from all of the remaining Unit Owners including such acquirer, his successors and assigns.
- (h) Any management agreement for the Condominium will be terminable by the Condominium or Homeowners Association for cause upon sixty (60) days prior written notice thereof, and the term of any such agreement shall not exceed one year.
- (i) Notwithstanding the absence of any express provision to such effect in the mortgage instrument, in the event that there is any default in the payment of any installment of a Common Expense assessment with respect to any Unit, either regular or special, any Institutional Lender holding a mortgage which encumbers such Unit shall be entitled to declare such mortgage in default in the same manner that is permitted by such mortgage with respect to any default in the payment of real estate taxes.

25. DURATION. The provisions of this Master Deed shall be perpetual in duration, shall run with and bind all of the land included in the Condominium and shall inure to the benefit of and be enforceable by the Association and the Unit Owners, their respective successors, assigns, heirs, executors, administrators, and personal representatives,

except that the covenants and restrictions set forth in Paragraph 11 shall have an initial term of forty (40) years from the date this Master Deed is recorded in the office of the Middlesex County Clerk, at the end of which period such covenants and restrictions shall automatically be extended for successive periods of ten (10) years each, unless at least two-thirds (2/3) of the Unit Owners at the time of expiration of the initial period, or of any extension period, shall sign an instrument, or instruments (which may be in counter-parts), in which they shall agree to change said covenants and restrictions in whole or in part; but no such agreement shall become binding unless written notice containing the terms of the proposed agreement is sent to every Owner at least ninety (90) days in advance of the action taken in authorizing said agreement; and, in any event, any changes concerning any such agreement shall not become effective and binding until three (3) years after the recording of the aforesaid fully executed instrument or instruments containing such agreement, and provided further, that in no event may the Common Elements be conveyed to any third person, firm or corporation, without the express consent, by ordinance, of the governing body of the Township of Monroe (or such municipal corporation or other governmental entity as may then have zoning and subdivision jurisdiction over the Property).

26. RULE AGAINST PERPETUITIES. If any provision of this Master Deed, or the By-Laws shall be interpreted to constitute a violation of the rule against perpetuities, then such provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of Robert F. Kennedy, deceased, former Senator of the State of New York, plus twenty-one (21) years thereafter.

27. SPECIAL DEVELOPER'S RIGHTS.

(a) No special rights created or reserved to the Developer under this Master Deed ("Special Developer Rights") may be transferred except by an instrument evidencing the transfer recorded in the Office of the County Clerk of Middlesex County, New Jersey. The instrument shall not be effective unless executed by the transferee.

(b) Upon transfer of any such Special Developer Right, the liability of the transferor is as follows:

1. A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations imposed upon him. Lack of privity does not deprive any Unit Owner of standing to bring an action or enforce any obligation of the transferor.

2. If a transferor retains any such Special Developer Right, or if a successor to any such Special Developer Right is an affiliate of the Developer, the transferor is subject to liability for all obligations and liabilities imposed on a Developer or by the Master Deed, arising after the transfer, and is jointly and severally liable with the successor for the liabilities and obligations of the successor which relate to the Condominium.

3. A transferor who retains no such Special Developer Rights has no liability for any act or omission or any breach of a contractual or warranty obligation arising from the exercise of any such Special Developer Right by a successor Developer who is not an affiliate of the transferor.

(c) Unless otherwise provided in a mortgage instrument or deed of trust, in case of foreclosure of a mortgage, sale by a trustee under a deed of trust, or sale under Bankruptcy Act or receivership proceedings, of any Units owned by Developer in the Condominium, a person acquiring title to all the Units being foreclosed or sold, but only upon his request, succeeds to all such Special Developer Rights, or only to any such Special Developer Rights to maintain models, sales offices and signs. The judgment or instrument conveying title shall provide for transfer of only the Special Developer Rights requested.

(d) Upon foreclosure, sale by a trustee under a deed of trust, or sale under Bankruptcy Act or receivership proceedings, of all Units in the Condominium owned by Developer;

1. The Developer ceases to have any such Special Developer Rights, and

2. The period of Developer control terminates unless the judgment or instrument conveying title provides for transfer of all such Special Developer Rights to a successor to Developer.

(e) The liabilities and obligations of persons who succeed all Special Developer Rights are as follows:

1. A successor to all such Special Developer Rights who is an affiliate of the Developer is subject to all obligations and liabilities imposed on any Developer by law or by the Master Deed.

2. A successor to all such Special Developer Rights, other than a successor described in paragraphs 3 or 4 hereof who is not an affiliate of Developer, is subject to all obligations and liabilities imposed upon Developer by law or the Master Deed, but he is not subject to liability for misrepresentations or warranty obligations on improvements made by any previous Developer or made before the Condominium was created, or for a breach of fiduciary obligation by any previous Developer.

3. A successor to only a Special Developer Right to maintain models, sales offices and signs, if he is not an affiliate of Developer, may not exercise any other Special Developer Right, but is not subject to any liability or obligation as a Developer.

4. A successor to all Special Developer Rights who is not an affiliate of Developer and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to Units under subparagraph (c) aforesaid, may declare his intention in a recorded instrument to hold those rights solely for transfer to another party. Thereafter, until transferring all such Special Developer Rights to any person acquiring title to any Unit owned by the successor, or until recording an instrument permitting exercise of all those rights, that successor may not exercise any of those rights other than right to control the Board for the duration of any period of Developer control, and any attempted exercise of those rights is void. So long as a successor Developer may not exercise special rights under this subparagraph he is not subject to any liability or obligation as a Developer other than liability for the successor's acts and omissions under the Master Deed.

(f) Nothing in this paragraph subjects any successor to a Special Developer Right to any claim against or other obligations of a transferor other than claims and obligations arising under the Master Deed.

28. INVALIDITY. The invalidity of any provision of this Master Deed, the Certificate of Incorporation, or By-Laws of the Condominium Association shall not be deemed to impair or affect in any manner the validity, enforceability or effect the remainder of this Master Deed or said By-Laws and in such event all of the other provisions of this Master Deed and said By-Laws shall continue in full force as if such invalid provisions had never been included.

29. EXHIBITS. Attached hereto and made a part hereof are the following Exhibits:

EXHIBITS "A-1" through "A-6" - Metes and Bounds  
Description of the Condominium.

EXHIBIT "B-1" - Site Plans of the Condominium.

EXHIBITS "C-1" through "C-20" - Floor and Building  
Section Plans.

EXHIBIT "D" - Certificate of Incorporation of  
Whittingham Condominium Association,  
Section 1, Inc.

EXHIBIT "E" - By-Laws of Whittingham Condominium  
Association, Section 1, Inc.

EXHIBIT "F" - Percentage of Interest Schedule.

EXHIBIT "G" - Lot and Building Numbers for  
Haverhill, Granby, Wellesley, Stafford and  
Manor House Units

IN WITNESS WHEREOF, The Developer has caused this instrument to be executed the day and year first above written, by its duly authorized President, and the corporate seal affixed pursuant to a resolution duly adopted by its Board of Directors.

(SEAL)

UNION VALLEY CORPORATION, a  
New Jersey Corporation

ATTEST:

\_\_\_\_\_  
Marjorie Gurdock Gibbons  
Assistant Secretary

By: \_\_\_\_\_  
Herbert E. Wishnick,  
President

STATE OF NEW JERSEY :  
SS:  
COUNTY OF OCEAN :

BE IT REMEMBERED, that on this            day of            , 1987, before me, the subscriber, personally appeared Marjorie Gurdock-Gibbons, who, being by me duly sworn on her oath, doth depose and makes proof to my satisfaction, that she is the Assistant Secretary of Union Valley Corporation, the Sponsor named in the within instrument; that Herbert E. Wishnick is the President of said corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said corporation, that deponent well knows the corporate seal of said corporation; and the seal affixed to said instrument is such corporate seal and was thereto affixed, and said Instrument signed and delivered by said President as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.

Marjorie Gurdock-Gibbons  
Assistant Secretary

Sworn to and subscribed  
before me, on this  
day of \_\_\_\_\_, 1987.

A Notary Public of the  
State of New Jersey



HENDERSON AND BODWELL

WHITTINGHAM SECTION TWO  
CONDOMINIUM DESCRIPTION

LOT 15 BLOCK 48.41

Units 68A-C, 70A-D & F-I, 72A-D & F-I, 74A-C, Winthrop Road, Township of Monroe, Middlesex County, New Jersey

BEGINNING at a corner common to Lot 15 and Lot 16 on the westerly right of way line of Winthrop Road; thence

1. Along the line common to said lots, South 89 degrees 00 minutes 00 seconds West, 124.91 feet; thence
2. North 07 degrees 56 minutes 55 seconds West, 170.89 feet; thence
3. North 45 degrees 56 minutes 55 seconds West, 218.00 feet; thence
4. North 79 degrees 56 minutes 55 seconds West, 174.35 feet; thence
5. Along the line common to lots 14 and 15, North 12 degrees 00 minutes 00 seconds West, 111.29 feet to the south-westerly right of way line of Winthrop Road; thence along said right of way line on the following six (6) courses:
6. Along the arc of a curve to the right having a radius of 232.00 feet, an arc length of 53.98 feet and a central angle of 13 degrees 19 minutes 54 seconds to a point of tangency; thence
7. South 89 degrees 50 minutes 00 seconds East, 258.42 feet to a point of curvature; thence
8. Along the arc of a curve to the right having a radius of 172.00 feet, an arc length of 266.67 feet and a central angle of 88 degrees 50 minutes 00 seconds to a point of tangency; thence
9. South 01 degrees 00 minutes 00 seconds East, 136.05 feet to a point of curvature; thence
10. Along the arc of a curve to the left having a radius of 1018.00 feet, an arc length of 115.49 feet and a central angle of 06 degrees 30 minutes 00 seconds to a point of tangency; thence

HENDERSON AND BODWELL

11. South 07 degrees 30 minutes 00 seconds East, 43.52 feet to the point of BEGINNING.

Containing 112,518 square feet more or less.

The above description is drawn from, in accordance with, and subject to all easements as shown on a map, to be filed in the Middlesex County Clerk's Office, entitled "Final Plat Section 2 Whittingham", dated 12/29/86, prepared by Russell S. Bodwell, P.E. & L.S., License No. 8456.

8/3/87

J-253

HENDERSON AND BODWELL

WHITTINGHAM SECTION TWO  
CONDOMINIUM DESCRIPTION

LOT 8 BLOCK 48.41

Units 88A-D, 90A-D & F-I, 92A-D & F-I, 94A-D & F-I, 96A-C Winthrop Road,  
Township of Monroe, Middlesex County, New Jersey

BEGINNING at a corner common to Lot 7 and Lot 8 Block 48.41 on the  
westerly right of way line of Winthrop Road; thence along same on the  
following three (3) courses:

1. Southeasterly, along the arc of a curve to the left having a radius  
of 208.00 feet, an arc length of 300.71 feet and a central angle of  
82 degrees 50 minutes 00 seconds to a point of tangency; thence
2. North 80 degrees 10 minutes 00 seconds East, 128.21 feet to a point  
of curvature; thence
3. Along the arc of a curve to the left having a radius of 318.00  
feet, an arc length of 24.44 feet and a central angle of 04 degrees  
24 minutes 10 seconds; thence
4. Along a line common to Lot 8 and Lot 9 Block 48.41, South 12  
degrees 00 minutes 00 seconds East, 124.24 feet; thence
5. South 49 degrees 03 minutes 05 seconds West, 186.05 feet; thence
6. South 40 degrees 03 minutes 05 seconds West, 242.97 feet; thence
7. North 77 degrees 56 minutes 55 seconds West, 109.00 feet; thence
8. North 12 degrees 56 minutes 55 seconds West, 434.00 feet; thence
9. North 13 degrees 56 minutes 55 seconds West, 95.76 feet; thence
10. Along a line common to Lot 7 and Lot 8, North 86 degrees 00 minutes  
00 seconds, 113.59 feet to the point of BEGINNING.

Containing 150,267 square feet, more or less.

HENDERSON AND BODWELL

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HENDERSON AND BODWELL

WHITTINGHAM SECTION TWO  
CONDOMINIUM DESCRIPTION

LOT 1, BLOCK 48.43

Units 1A-D & F, 3A-D & F, 5A-D & F, 7A-D & F, 9A-D & F-I, 11A-D & F-I, and 13A-D & F-I, Chadwick Lane, Township of Monroe, Middlesex County, New Jersey

BEGINNING at a common corner to Lots 1 and 2 on the westerly right of way line of Lot 2 Block 48.42; thence

1. Along the line common to said Lots 1 and 2 Block 48.43, North 88 degrees 20 minutes 00 seconds West, 75.75 feet; thence
2. North 77 degrees 20 minutes 00 seconds West, 81.83 feet; thence
3. South 21 degrees 05 minutes 14 seconds West, 14.96 feet; thence
4. South 65 degrees 21 minutes 37 seconds West, 645.00 feet; thence
5. South 74 degrees 21 minutes 37 seconds West, 172.67 feet to a common corner of Lot 38 Block 48.35 and Lot 1 Block 48.43; thence
6. Along the line common to said lots, South 01 degrees 55 minutes 41 seconds West, 264.83 feet to the northerly right of way line of Prospect Plains-Hoffman Station Road; thence
7. Along said right of way line, south 76 degrees 45 minutes 02 seconds East, 273.09 feet; thence
8. North 13 degrees 14 minutes 59 seconds East, 202.84 feet; thence
9. Westerly, along the arc of a curve to the right having a radius of 80.00 feet, an arc length of 45.83 feet and a central angle of 32 degrees 49 minutes 29 seconds to a point of reverse curvature; thence
10. Along the arc of a curve to the left having a radius of 15.00 feet, an arc length of 18.29 feet and a central angle of 69 degrees 52 minutes 02 seconds to a point of reverse curvature; thence

HENDERSON AND BODWELL

11. Along the arc of a curve to the right having a radius of 32.00 feet, an arc length of 20.91 feet and a central angle of 37 degrees 26 minutes 31 seconds to a point of tangency; thence
12. South 82 degrees 00 minutes 00 seconds West, 125.45 feet; thence
13. North 25 degrees 00 minutes 00 seconds East, 133.47 feet; thence
14. South 16 degrees 00 minutes 00 seconds East, 127.94 feet to a point of curvature; thence
15. Along the arc of a curve to the left having a radius of 50.00 feet, an arc length of 43.42 feet and a central angle of 49 degrees 45 minutes 02 seconds to a point of tangency; thence
16. North 69 degrees 14 minutes 59 seconds East, 395.36 feet to a point of curvature; thence
17. Along the arc of a curve to the left having a radius of 285.00 feet, an arc length of 64.66 feet and a central angle of 13 degrees 00 minutes 00 seconds to a point of tangency; thence
18. North 56 degrees 14 minutes 59 seconds East, 87.37 feet to a point of curvature; thence
19. Along the arc of a curve to the left having a radius of 235.00 feet, an arc length of 223.87 feet and a central angle of 54 degrees 34 minutes 59 seconds to the point of BEGINNING.

Containing 218,451 square feet, more or less.

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HENDERSON AND BODWELL

WHITTINGHAM SECTION TWO  
CONDOMINIUM DESCRIPTION

LOT 24, BLOCK 48.41

Units 48A-C & 50A-C, Winthrop Road  
Township of Monroe, Middlesex County, New Jersey

BEGINNING at a corner common to Lot 24 and Lot 25 on the westerly right of way line of Winthrop Road; thence

1. Along a line common to said lots, North 89 degrees 40 minutes 00 seconds West, 114.91 feet; thence
2. North 06 degrees 56 minutes 55 seconds West, 18.92 feet; thence
3. North 04 degrees 56 minutes 55 seconds West, 285.00 Feet; thence
4. North 07 degrees 56 minutes 55 seconds West, 21.00 feet; thence
5. North 89 degrees 00 minutes 00 seconds East, 111.83 feet to the aforementioned westerly right of way line; thence along same on the following four (4) courses:
6. South 14 degrees 20 minutes 00 seconds East, 74.38 feet to a point of curvature; thence
7. Along the arc of a curve to the right having a radius of 476.33 feet, an arc length of 120.55 feet and a central angle of 14 degrees 30 minutes 00 seconds to a point of tangency; thence
8. South 00 degrees 10 minutes 00 seconds West, 129.14 feet to a point of curvature; thence
9. Along the arc of a curve to the left having a radius of 618.00 feet, an arc length of 5.63 feet and a central angle of 00 degrees 31 minutes 18 seconds to the point of BEGINNING.

Containing 39,920 square feet, more or less.

The above description is drawn from, in accordance with, and subject to all easements as shown on a map, to be filed in the Middlesex County Clerk's Office, entitled "Final Plat Section 2 Whittingham", dated 12/29/87, prepared by Russell S. Bodwell, P.E. & L.S., License No. 8456.

HENDERSON AND BODWELL

WHITTINGHAM SECTION TWO  
CONDOMINIUM DESCRIPTION  
LOT 1, BLOCK 48.41

Units 110A-D, Winthrop Road  
Township of Monroe, Middlesex County, New Jersey

BEGINNING at a corner common to Lot 1 and Lot 2 on the westerly right of way line of Winthrop Road; thence

1. Along a line common to said lots, South 86 degrees 00 minutes 00 seconds West, 119.97 feet; thence
2. North 13 degrees 56 minutes 55 seconds West, 174.43 feet; thence
3. North 16 degrees 46 minutes 35 seconds East, 81.96 feet to the southerly right of way line of Newcastle Road; thence along same on the following two (2) courses:
4. Easterly, along the arc of a curve to the right having a radius of 420.00 feet, an arc length of 122.31 feet and a central angle of 16 degrees 41 minutes 09 seconds to a point of tangency; thence
5. South 52 degrees 20 minutes 06 seconds East, 86.00 feet to a point of curvature; thence
6. Along the arc of a curve to the right having a radius of 25.00 feet, an arc length of 39.27 feet and a central angle of 90 degrees 00 minutes 00 seconds to a point of reverse curvature on the aforementioned westerly right of way line; thence
7. Along same, along the arc of a curve to the left having a radius of 211.48 feet, an arc length of 101.69 feet and a central angle of 27 degrees 33 minutes 06 seconds to the point of BEGINNING.

Containing 33,489 square feet, more or less.

The above description is drawn from, in accordance with, and subject to all easements as shown on a map, to be filed in the Middlesex County Clerk's Office, entitled "Final Plat Section 2 Whittingham", dated 12/29/86, prepared by Russell S. Bodwell, P.E. & L.S., License No. 8456.

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HENDERSON AND BODWELL

WHITTINGHAM - SECTION TWO  
CONDOMINIUM DESCRIPTION  
LOT 1, BLOCK 48.42

Units 39A-C, 41A-D, 43A-C, 45A-D, 47A-D & F, 49A-D & F, 53A-D & F-G, 55A-D & F-G, 57A-B, 59A-D & F-G, 61A-D & F-G, 63A-D & F-H, 65A-D, 67A-D & F-H, 69A-D, 71A-D, 73A-D & F, 75A-D, 77A-D & F-H, 79A-D, 81A-D & F-I, 83A-D & F-I, 85A-D & F-I Winthrop Road, Township of Monroe, Middlesex County, New Jersey

BEGINNING at a corner common to Lot 1 Block 48.42 and Lot 1 Block 48.44 on the westerly right of way line of Jamesburg-Perrineville Road, said corner being 40.00 feet westerly measured at right angles from the centerline thereof; thence

1. Along a line common to said lots, South 63 degrees 14 minutes 59 seconds West, 233.28 feet to the southernmost corner of Lot 5, Block 48.42; thence
2. Along the southeasterly line of Lot 5 and Lot 4, Block 48.42, North 44 degrees 30 minutes 00 seconds East, 112.30 feet; thence along the northerly line of Lot 4 on the following two (2) courses:
3. North 45 degrees 30 minutes 00 seconds West, 105.12 feet; thence
4. North 69 degrees 00 minutes 00 seconds West, 50.59 feet to the easterly right of way line of Winthrop Road; thence along same on the following eight (8) courses:
5. Northerly, along the arc of a curve to the left having a radius of 162.82 feet an arc length of 32.21 feet and a central angle of 11 degrees 20 minutes 00 seconds to a point of tangency; thence
6. North 09 degrees 40 minutes 00 seconds East, 100.10 feet to a point of curvature; thence
7. Along the arc of a curve to the left having a radius of 268.00 feet, an arc length of 88.09 feet and a central angle of 18 degrees 50 minutes 00 seconds to a point of tangency; thence
8. North 09 degrees 10 minutes 00 seconds West, 117.03 feet to a point of curvature; thence
9. Along the arc of a curve to the right having a radius of 582.00 feet, an arc length of 94.81 feet and a central angle of 09 degrees 20 minutes 00 seconds to a point of tangency; thence

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10. North 00 degrees 10 minutes 00 seconds East, 129.14 feet to a point of curvature; thence
11. Along the arc of a curve to the left having a radius of 512.33 feet, an arc length of 129.66 feet and a central angle of 14 degrees 30 minutes 00 seconds to a point of tangency; thence
12. North 14 degrees 20 minutes 00 seconds West, 108.79 feet; thence leaving said right of way line and along the line common to Lot 1 and Lot 3 on the following six (6) courses:
13. Southeasterly, along the arc of a curve to the left having a radius of 20.00 feet, an arc length of 31.42 feet and a central angle of 90 degrees 00 minutes 00 seconds to a point of reverse curvature; thence
14. Easterly, along the arc of a curve to the right having a radius of 363.70 feet, an arc length of 52.24 feet and a central angle of 08 degrees 13 minutes 46 seconds; thence
15. North 02 degrees 51 minutes 28 seconds West, 125.77 feet; thence
16. Westerly, along the arc of a curve to the left having a radius of 245.41 feet, an arc length of 16.30 feet and a central angle of 03 degrees 48 minutes 16 seconds to a point of reverse curvature; thence
17. Along the arc of a curve to the right having a radius of 452.01 feet, an arc length of 48.65 feet and a central angle of 06 degrees 10 minutes 00 seconds to a point of reverse curvature; thence
18. Along the arc of a curve to the left having a radius of 20.00 feet, an arc length of 31.65 feet and a central angle of 90 degrees 40 minutes 31 seconds to the last mentioned right of way line; thence along same on the following fifteen (15) courses:
19. Northerly, along the arc of a curve to the right having a radius of 482.00 feet, an arc length of 6.80 feet and a central angle of 00 degrees 48 minutes 31 seconds to a point of tangency; thence
20. North 02 degrees 20 minutes 00 seconds West, 121.65 feet to a point of curvature; thence

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21. Along the arc of a curve to the left having a radius of 1118.00 feet, an arc length of 100.82 feet and a central angle of 05 degrees 10 minutes 00 seconds to a point of tangency; thence
22. North 07 degrees 30 minutes 00 seconds West, 104.10 feet to a point of curvature; thence
23. Along the arc of a curve to the right having a radius of 982.00 feet, an arc length of 111.40 feet and a central angle of 06 degrees 30 minutes 00 seconds to a point of tangency; thence
24. North 01 degrees 00 minutes 00 seconds West, 136.05 feet to a point of curvature; thence
25. Along the arc of a curve to the left having a radius of 208.00 feet, an arc length of 322.49 feet and a central angle of 88 degrees 50 minutes 00 seconds to a point of tangency; thence
26. North 89 degrees 50 minutes 00 seconds West, 258.42 feet to a point of curvature; thence
27. Along the arc of a curve to the left having a radius of 268.00 feet, an arc length of 158.25 feet and a central angle of 33 degrees 50 minutes 00 seconds to a point of tangency; thence
28. South 56 degrees 20 minutes 00 seconds West, 138.87 feet to a point of curvature; thence
29. Along the arc of a curve to the right having a radius of 282.00 feet, an arc length of 117.30 feet and a central angle of 23 degrees 50 minutes 00 seconds to a point of tangency; thence
30. South 80 degrees 10 minutes 00 seconds West, 128.21 feet to a point of curvature; thence
31. Along the arc of a curve to the right having a radius of 172.00 feet, an arc length of 248.66 feet and a central angle of 82 degrees 50 minutes 00 seconds to a point of tangency; thence
32. North 17 degrees 00 minutes 00 seconds West, 221.54 feet to a point of curvature; thence

HENDERSON AND BODWELL

33. Along the arc of a curve to the right having a radius of 175.48 feet, an arc length of 167.42 feet and a central angle of 54 degrees 39 minutes 54 seconds to a point of compound curvature; thence
34. Along the arc of a curve to the right having a radius of 25.00 feet, an arc length of 39.27 feet and a central angle of 90 degrees 00 minutes 00 seconds to a point of tangency on the southerly right of way line of Newcastle Road; thence along same on the following two (2) courses:
35. South 52 degrees 20 minutes 06 seconds East, 49.34 feet to a point of curvature; thence
36. Along the arc of a curve to the left having a radius of 385.76 feet, an arc length of 280.64 feet and a central angle of 41 degrees 40 minutes 55 seconds; thence
37. South 04 degrees 01 minutes 00 seconds East, 14.00 feet; thence
38. North 85 degrees 59 minutes 00 seconds East, 1093.11 feet to the aforementioned westerly right of way line of Jamesburg-Perrineville Road; thence along same on the following four (4) courses:
39. Southerly, along the arc of a curve to the right having a radius of 810.00 feet and arc length of 11.85 feet and a central angle of 00 degrees 50 minutes 17 seconds to a point of tangency; thence
40. South 06 degrees 49 minutes 42 seconds East, 163.79 feet to a point of curvature; thence
41. Along the arc of a curve to the right having a radius of 810.00 feet, and arc length of 56.13 feet and a central angle of 03 degrees 58 minutes 14 seconds to a point of tangency; thence
42. South 02 degrees 51 minutes 28 seconds East, 1766.15 feet to the point of BEGINNING.

Containing 843,521 square feet, more or less.

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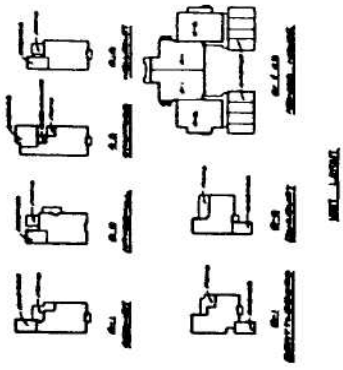
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*Whittingham*

**RTS SELECTION PLAN**  
 REVISED 1/78  
 Prepared by: [illegible]



NO.	DESCRIPTION	NO.	DESCRIPTION
1	100' x 150' LOT	11	100' x 150' LOT
2	100' x 150' LOT	12	100' x 150' LOT
3	100' x 150' LOT	13	100' x 150' LOT
4	100' x 150' LOT	14	100' x 150' LOT
5	100' x 150' LOT	15	100' x 150' LOT
6	100' x 150' LOT	16	100' x 150' LOT
7	100' x 150' LOT	17	100' x 150' LOT
8	100' x 150' LOT	18	100' x 150' LOT
9	100' x 150' LOT	19	100' x 150' LOT
10	100' x 150' LOT	20	100' x 150' LOT

