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By: 
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MASTER DEED

of

FLEMINGTON FIELDS, A CONDOMINIUM

GRANTOR:

RARITAN VALLEY DEVELOPERS, INC.

PROPERTY:

**LOTS 26, 85 and 89 in BLOCK 71
 and LOTS 1, 2 and 3 IN BLOCK 72**

**TOWNSHIP OF RARITAN
 HUNTERDON COUNTY, NJ**

DATE: July 14, 2004

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 1000.00

Consideration:
 Realty Tax:
 Fees:

RECORD AND RETURN TO:

**JEFFREY H. ITZKOWITZ, ESQ.
 WOLF, BLOCK, SCHORR & SOLIS-COHEN LLP
 101 EISENHOWER PARKWAY
 ROSELAND, NJ 07068**

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MASTER DEED
FOR
FLEMINGTON FIELDS CONDOMINIUM

THIS MASTER DEED, made this ^{14th} day of ^{July}, 2004, by RARITAN VALLEY DEVELOPERS, INC., a New Jersey corporation, having an office at 90 Woodbridge Center Drive, Woodbridge, New Jersey, (hereinafter referred to as "Grantor").

WHEREAS, Grantor is the owner of the fee title to those lands and premises depicted in Exhibit "A" and described in Exhibit "B" attached hereto and made a part hereof, which lands and premises are hereinafter referred to as the "Condominium Tract"; and

WHEREAS, Grantor intends to develop these lands, which are located in Raritan Township as a Condominium development consisting of one hundred forty-two (142) condominium units, consisting of one hundred sixteen (116) quads and twenty-six (26) duplex units. Grantor, by this Master Deed, proposes to develop the aforesaid lands with all the improvements to be constructed thereon into a Condominium and to offer the Units for sale, subject to the terms, limitations and provisions stated in this Master Deed and the attached By-Laws; and

WHEREAS, the Grantor and the Township of Raritan have agreed that the one hundred forty-two (142) units shall be deemed age restricted, all as further set forth in paragraph 10 below; and

WHEREAS, Grantor has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an entity, to which should be delegated and assigned the powers of maintaining and administering the Common Elements and facilities administering and enforcing the covenants and restrictions, and collecting and disbursing the assessment and charges hereinafter created; and

WHEREAS, Grantor shall incorporate under the laws of the State of New Jersey, as a not-for-profit corporation, "Flemington Fields Condominium Association, Inc.", for the purpose of exercising the functions of the aforesaid.

WHEREFORE WITNESSETH:

1. Purpose:

Grantor does hereby submit, declare and establish "Flemington Fields, A Condominium", in accordance with N.J.S.A. 46:8B-1 et seq. for those parcels of land and premises described in Exhibit "A" aforesaid, all as shown on a certain plan entitled "Final Map prepared for Flemington Fields, Phases I and II, prepared by Schoor DePalma dated, December 7, 2001, last revised January 14, 2003", and as graphically depicted by the Final Plan for Flemington Fields Condominium dated December 15, 2003, shown on Exhibit A.

2. Definitions:

The terms used herein and in the By-Laws shall have the meanings stated in the Condominium Act and as follows unless the context otherwise requires:

- (a) "Assigns" means any person to whom rights of a Unit Owner have been validly transferred by lease, mortgage or other wise.
- (b) "By-Laws" means the governing regulations adopted pursuant to the Condominium Act for the administration and management of the Condominium Property.
- (c) "Condominium Association" or "Association" means the entity responsible for the administration of Flemington Fields, a Condominium, which entity shall be incorporated.
- (d) "Common Elements" means general Common Elements and limited Common Elements, all as hereinafter defined. Common elements do not include a Unit.
- (e) "Common Expenses" means expenses for which the Unit Owners are proportionately liable, including but not limited to:
 1. all expenses of administration, maintenance, repair and replacement of the Common Elements together with all expenses that may arise pursuant to any sanitary sewerage usage agreements, if any;
 2. expenses declared common by provisions of state statutes or this Master Deed or By-Laws; and
 3. expenses agreed upon as common by the Unit Owners.
- (f) "Common Surplus" means the excess of all common receipts over all common expenses.

(g) "Condominium" means the form of ownership of real Property under a Master Deed providing for ownership by one or more owners of Units of improvements together with an undivided interest in Common Elements appurtenant to each such Unit.

(h) "Condominium Property" or "Property" means the land covered by the Master Deed, and all improvements thereon, including the proposed buildings to contain a total of one hundred forty-two (142) Units, the community center, roads, parking areas, and all easements, rights and appurtenances belonging thereto or intended for the benefit thereof.

(i) "Declaration" means the Declaration of Covenants, Easements and Restrictions filed by the Grantor in the Hunterdon County Clerk's Office with respect to the eighty-six (86) single family homes the Grantor is also developing in the Project in which the condominiums are located.

(j) "Grantor" means Raritan Valley Developers, Inc., its successors and assigns.

(k) "General Common Elements" means all appurtenances and facilities and other items set forth in N.J.S.A. 46:8B-3(d) which are not part of the Units nor are limited Common Elements.

(l) "Institutional holders of a first mortgage" means a savings and loan association, a commercial bank, a savings bank, an insurance company or any entity that is approved to handle governmental related or insured mortgage loans or a mortgage given by the Grantor.

(m) "Limited Common Elements" means those Common Elements which are for the use of one or more specified Units to exclusion of other Units.

(n) "Majority" or "Majority of the Unit Owners" means the holders of fifty-one (51%) percent of the aggregate number of votes of the Condominium Association.

(o) "Master Deed" means the Master Deed recorded under the terms of the Condominium Act, as such Master Deed may be amended or supplemented from time to time.

(p) "Member" means the owner or co-owner of a Unit.

(q) "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.

(r) "Unit" means a part of the Condominium Property designed or intended for residential use, having a direct exit to a Common Element or Common Elements leading to a public street or way or to an easement or right of way leading to a public street or way, and includes the proportionate undivided interest in the Common Elements and in any limited Common Elements assigned thereto in the Master Deed or any amendment thereof. A Unit is more particularly described in Article 4 of this Master Deed.

(s) "Unit Deed" means a deed of conveyance of a Unit in recordable form.

(t) "Unit Owner" means the person or persons owning a Unit in fee simple.

(u) "Utility services" includes but is not limited to electric power, gas, hot and cold water, heating, refrigeration, air-conditioning, garbage and sewage disposal.

3. Description of Project:

The entire tract is intended to consist of the within one hundred forty-two (142) Condominium Units as well as any other structures thereon, as well as eighty-six (86) fee simple detached single family homes being developed simultaneously herewith, together with all rights, roads, waters, privileges and appurtenances thereto belonging or appertaining. The Condominium Units are to be located as more specifically shown on Exhibit A attached hereto. Each Unit has a numerical designation to identify its location. Said designations being more particularly set forth in Exhibit B-1, attached hereto.

4. Description of Units:

A. Each of the Condominium Units shall consist of and is defined to include the following:

(1) the volumes or cubicles of space enclosed by the unfinished inner surfaces of perimeter walls, floor and ceiling thereof, including vents, doors, windows and such other structural elements that ordinarily are regarded as enclosures of space;

(2) all interior dividing walls, floors, and partitions (including the space occupied by such walls, floors or partitions and any load bearing interior walls, floors and partitions);

(3) the decorated inner surfaces of said perimeter walls (including decorated inner surfaces of all interior load bearing floors and walls), floors and ceilings consisting of wall paper, paint, plaster, carpeting, tiles and all other finishing materials affixed or installed as a part of the physical structure of the Unit and all immediately visible fixtures, mechanical systems and equipment installed and for the sole and exclusive use of the Unit, including, but not limited to, the air conditioning and heating systems, plumbing system and electrical system commencing at the point of disconnection from the development's main systems and the utility lines, pipes or systems serving the Unit; and

(4) Each Condominium Unit shall be deemed to include the mechanical equipment, HVAC equipment, fixtures, appliances and hot water heater that service that particular Unit.

B. The dimensions, areas, and locations of each type of Condominium Unit are as shown graphically on the plans attached hereto and made a part hereof as Exhibit "B-1" and Exhibit "B-2", as same may be amended from time to time, as herein provided.

The respective Units shall not be deemed to include any pipes, wires, conduits or other utility lines running through such Unit which are utilized for or serve more than one Unit, the same being deemed Common Elements as hereinafter provided.

5. Common Elements:

The term "Common Elements" when used throughout this instrument shall mean both general and limited Common Elements (in all instances the term "general Common Element(s)" shall also mean "general common area(s)" and the term "limited Common Element(s)" shall also mean "limited common area(s)") and the ownership of both are vested in all the Unit Owners subject to provisions hereinafter stated in this instrument.

A. General Common Elements:

All appurtenances and facilities and other items set forth in N.J.S.A. 46:8B-3(d) which are not part of the Units or individual appurtenances as herein above described in Article 4 or which are not limited Common Elements as hereinafter described, shall comprise the general Common Elements as graphically shown on Exhibit "B-1" and "B-2" aforesaid. The general Common Elements shall include by way of description, but not by way of limitation:

(1) All lands described in Exhibit "A" aforesaid and which are not limited Common Elements hereinafter described, whether or not occupied by a Unit or other structure.

(2) All streets, curbs, sidewalks, driveway areas, yards, walkways, parking areas, roadways, subject to the right of the Condominium Association to adopt rules and regulations governing the use of the parking areas and roadway areas.

(3) Lawn areas, shrubbery, conduits, utility lines and waterways, on-site retention/detention basin, subject to the easements and provisions set forth in Article 7(C) hereof.

(4) The electrical, cable TV, if any, and telephone wiring network throughout the Condominium tract.

(5) Public connections for gas, sewerage, electricity, light, telephone and water.

(6) Exterior lighting and other facilities necessary to the upkeep and safety of the Units, Common Area facilities and grounds.

(7) The Master TV antenna, if any, and cable TV wiring network.

(8) Any easement or other right hereafter granted for the benefit of the Unit Owner(s).

(9) All other appurtenances, facilities or elements of the Condominium of common use or necessary to the existence, upkeep and safety thereof. Each Unit Owner or co-owner, tenant or occupant of a Unit may use the elements held in common in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other owners, co-owners, tenants or occupants. The Association shall have the right, by proper Board of Trustees' actions, to adopt regulations governing the use of the parking areas, roadways and all common facilities.

B. Limited Common Elements. The Limited Common Elements shall include, by way of description and not by way of limitation, any exterior landing, walkway, step, stoop or driveway to which there is direct access from the interior of an appurtenant Unit. Such Limited Common Elements shall be for the exclusive use of Owners of such Unit(s). The Owner(s) of a Unit having the use of an exterior landing, walkway, step, stoop or driveway

shall be responsible for all routine cleaning of such exterior landings, walkways, steps, stoops and driveways. All other maintenance, repair or replacement of exterior landings, walkways, steps, stoops or driveways shall be the responsibility of the Association. The Association shall be responsible for the snow clearing of all exterior landings, walkways, steps, stoops and driveways.

(i) Repair and Maintenance of Limited Common Elements. The Owner(s) of a Unit(s) having use of any Limited Common Element shall be responsible for paying the cost and expenses of any maintenance, repairs or replacement of that Limited Common Element necessitated by his or her own negligent act or omission, misuse or neglect, or the negligent act or omission, misuse or neglect of his or her family members, household pets, guests, occupants or visitors, regardless of whether authorized by the Unit Owner(s). However, the Association may effect such repair and replacement pursuant to the provisions of this Master Deed and the expenses incurred by the Association in doing so shall be levied against the Owner of that Unit as a Remedial Common Expense Assessment. Any other repairs, maintenance, or replacement of the Limited Common Elements shall be the responsibility of the Association. All snow clearing from any Limited Common Element shall be the responsibility of the Association.

(ii) Rights to Use Limited Common Elements. Each Unit Owner's right to use the Limited Common Elements appurtenant to his Unit or building may not be transferred apart from the conveyance of title to his Unit.

6. Ownership Estate and Percentage Interest:

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 percentage interest in the Common Elements of the Condominium as set forth in Exhibit "E" attached hereto and made a part hereof, subject to any amendments as herein provided. The said appurtenant undivided percentage interest in the Common Elements shall not be divisible from the Unit from which it appertains.

The foregoing undivided percentage interest as designated in Exhibit "E" shall be used to allocate the division of proceeds, if any, resulting from casualty loss and eminent domain proceeding or any sale and the division of common surplus, if any, of the Condominium Unit(s) having common ownership of the Common Elements. Such interest shall not be changed except as stated in the next two paragraphs and Article 14, without the acquiescence of all of the condominium owners, which change, if made, shall be evidenced by an appropriate amendment to this Master Deed recorded in the Hunterdon County Clerk's Office.

The proportionate liability of each Unit Owner for Common Expense assessments and charges shall be apportioned in accordance with the percentage interest as set forth in Exhibit E.

Said percentage interest is expressed as a finite number to avoid an interminable series of digits. The last digit has been adjusted to that value which is most nearly correct.

The foregoing percentage interest shall have no relation to the number of votes allocated to each Unit Owner as a member of Flemington Fields Condominium Association, Inc. Each Unit except any owned by the Association, shall be entitled to one (1) vote, all as more specifically set forth in the Association's By-Laws.

The Grantor reserves the right, for so long as it shall remain the owner of any of the Units to change the price, design, exterior finish and layout (interior and exterior) of such Units. However, none of the aforesaid changes shall change or otherwise affect the undivided interest of any of the sold Units in the General and Limited Common Elements.

7. Easements:

A. Every Unit Owner, including Grantor, their respective heirs, successors and assigns are granted the following perpetual easements in, upon, through, over, under and across the Condominium Property:

(1) To keep, maintain, use, operate, repair and replace the Owner's 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;

(2) To continue and maintain thereof, any encroachment by the Owner's Unit on any surrounding Unit or any Common Element, or any encroachment by a Common Element on a Unit or Units, now existing as a result of the renovation, maintenance, repair, settlement, construction, reconstruction, shifting or movement of any portion of a Unit, or which may come into existence hereafter as a result of the construction of a Unit after damage by fire or other casualty, or as a result of a condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the Unit stands;

(3) To have ingress and egress, in common with others, to the Owner's Unit, in, through, upon, over and across the General Common Elements, as well as the use and enjoyment of the General Common Elements, subject to the Association's right to adopt rules and regulations, as to the use and enjoyment of the General Common Elements.

(4) To use in common with all other Unit Owners the pipes, wires, utility lines, conduits, television cable or any other General Common Elements located within any of the other Units or Common Elements and serving that Owner's Unit;

(5) To use and enjoy the surfaces of the walls of the Owner's Unit (including windows and doors) ceiling and floors contained within the Unit, together with an easement for the maintenance, use, operation, repair and replacement or any portion of any plumbing, utility or other mechanical system and facilities not located within the Unit, when such system and facility does not serve the entire Condominium Property; and

B. The Grantor and any Designated Transferee shall have the following easements with respect to the Condominium Property:

(1) A blanket and non-exclusive easement in, upon, through, over, under and across the Common Elements for as long as the said Grantor and/or its Designated Transferee shall be engaged in the construction, development, sale, and/or ownership of Condominium Units, which easement shall be for the purpose of construction, installation, maintenance and repair of the Units, Common facilities and appurtenances thereto, and other improvements as may be required pursuant to governmental approvals, for ingress and egress to all Condominium Units and all Common Elements, and for unrestricted use of the Common Areas (including but not limited to the roadways, parking areas and recreational facilities), as well as the right to use one or more Units as well as the right to utilize the Club House as existing and future models, as well as for sales promotion and exhibition, and general office use and the right to exhibit "For Sale" signs and other sales promotional related signs on or about the Common Elements, until the expiration of one (1) year from the date the last condominium in the Development, or the last Home in the single family home development is sold and conveyed in the normal course of business, but in no event more than fifteen (15) years from the date of recording of this Master Deed. The right of ingress and egress to the Units shall be during reasonable hours with prior notice except in the event of an emergency; and

(2) A blanket and non-exclusive easement, in, upon, through, over, under and across the Common Elements for the purpose of construction, installation, operation, maintenance, repair and replacement of all storm water, sewer, water, power and telephone, cable TV, 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 system serving the Condominium Property. The foregoing easement shall expire when the Grantor and/or its Designated Transferee are no longer engaged in the construction, sale or ownership of any Units.

(3) A blanket and non-exclusive easement in, upon through, over, under and across the Common Elements for the purposes of construction and completion of the Condominium Property in accordance with applicable governmental regulations and requirements.

C. The Condominium Property shall also be subject to the following easements:

(1) Any utility easements and any other easements, restrictions, rights of way, agreement of record or filed hereinafter by the Grantor and/or its Designated Transferee, which shall include, but not be limited to, any easements or restrictions that are required to be filed by Grantor and/or its Designated Transferee;

(2) A blanket perpetual and non-exclusive easement to and for the benefit of Raritan Township, Hunterdon County, New Jersey, the Association, the police, fire and ambulance personnel in the proper performance of their respective duties, in, over, through, upon, under and across the Condominium Property and for the repair, service, replacement, installation, and maintenance of the Condominium Property. The Condominium Association, its agents, contractors, employees and officers, as to the aforesaid easement, except in the case of emergency or necessary repairs, as relates to ingress to a Unit, shall be subject to advance notice and be exercisable only during normal business hours and with the permission of the Unit Owner or occupant;

(3) A blanket, perpetual and non-exclusive easement, in, upon, over, across and through the Common Elements for the purpose of the installation, maintenance, repair, service and replacement of all gas, sewer, storm water, 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 Property, which easement shall be for the benefit of any governmental agency, or utility company or other entity which requires same for the purpose of furnishing one or more of the foregoing services;

(4) The right of the Condominium Association to dedicate or transfer, provided that any such dedication or transfer is first subject to the acceptance thereof by such public entity or agency, all or any part of the Common Elements to any public entity, including any municipal, County, State, Federal, or other public agency, authority or utility, for such purposes and subject to such conditions as may be agreed upon by the Unit Owners and first mortgage holders, provided that no such dedication, transfer, or determination, as to the purposes of, or as to the conditions of, such dedication or transfer, shall become effective unless such dedication, transfer and determination as to the purpose and conditions thereof shall be authorized by the vote in person or by proxy of two-thirds (2/3) of all of the votes eligible to be cast by all of the members of the Condominium Association and all first mortgage holders, and unless written notice of the proposed resolution, authorizing such action is sent to every Unit Owner and first mortgage holder at least ninety (90) days in advance of the scheduled meeting, at which such action is taken. A true copy of such resolution, together with a certificate of the result of the vote taken thereon, shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Condominium Association, and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Elements, prior to the recording thereof in the Office of the Hunterdon County Clerk. Such certificate shall be conclusive evidence of authorization by the Unit Owners.

The foregoing is subject to the right of the Condominium Association, without having to obtain the aforesaid authorization, to execute any easements for the benefit of the Condominium Property.

(5) A perpetual exclusive easement for the benefit of the Condominium Association its agents, employees and contractors for the maintenance of any Common Elements including those which presently or may hereafter encroach upon a Unit.

(6) A perpetual non-exclusive easement of access for the benefit of the Condominium Association, its agents, employees and contractors to each Unit (a) to inspect same; (b) to remedy any violations of the provisions of this Master Deed, the By-Laws or any Rules and Regulations of the Condominium Association; and (c) to perform any operations required in connection with its maintenance, repairs and replacements as set forth in this Master Deed and the By-Laws; provided that any 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 an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

(7) Rights of others in and to any brooks, streams, and water courses.

(8) Rights of others in and to any trails or roads.

(9) Such easements as may be set forth in this Master Deed, By-Laws and Public Offering Statement as same relate to the Condominium Property.

8. By-Laws; Administration; Membership:

The administration of the Common Elements of the Condominium, shall be in accordance with the provisions of the Condominium Act, this Master Deed, the Articles of Incorporation, the By-Laws attached hereto as Exhibit "D" and made a part hereof, and any other documents, amendments, or supplements to the foregoing which may subsequently be required by a lending institution, the Federal Housing Administration, Veterans Administration, Federal National Mortgage Association or other governmental agency insuring the mortgage on any Unit, by any other governmental agency having regulatory jurisdiction over the Condominium, or by any title insurance company selected by Grantor to insure title to any Unit(s), or by Grantor to correct any typographical errors in this document. Grantor hereby reserves for itself, its successors and assigns, for a period of the earlier of (a) five years from the date hereof, or (b) the last Unit title closing in the ordinary course of business, the right to execute on behalf of all contract purchasers,

Unit Owners, mortgagees, other lienholders 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 legal or equitable interest in said Condominium does automatically and irrevocably name, constitute, appoint and confirm (a) the Grantor, and/or its Designated Transferee as attorney-in-fact for the purpose of executing the foregoing instruments and (b) the Condominium Association, as an attorney-in-fact for the purpose of executing the instruments referred to in Article 8 of this Master Deed. The Power of Attorney aforesaid is expressly declared to be coupled with an interest in the subject matter and 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. The foregoing right shall be subject to the condition that any such agreement, document, amendment or supplement shall not affect the ownership percentage interest in the Common Elements of any Unit Owner(s), or adversely affect the priority or validity of any mortgage encumbering any Unit unless the Unit Owner(s) and the applicable mortgagee(s) consent in writing.

Despite the foregoing, the Grantor shall not be permitted to cast any votes held by it 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.

The Condominium shall be administered, supervised and managed by Flemington Fields Condominium Association, Inc., a not-for-profit corporation of the State of New Jersey, presently having its principal office at 90 Woodbridge Center Drive, Woodbridge, New Jersey, which shall act by and on behalf of the owners of the Units in Flemington Fields, a Condominium, in accordance with this instrument, the By-Laws of the Association annexed hereto as Exhibit "D" and in accordance with the Condominium Act of the State of New Jersey, its supplements and amendments. The said By-Laws form an integral part of this plan of ownership herein described and this instrument shall be construed in conjunction with the provisions of said By-Laws. Pursuant to the requirements of the Condominium Act of the State of New Jersey, Flemington Fields Condominium Association, Inc. is hereby designated as the form of administration of Flemington Fields, a Condominium, the same being more particularly set forth in the By-Laws of the Condominium Association hereunto attached. The said Condominium Association shall also be empowered to exercise any of the rights, powers, privileges or duties, which may, from time to time, be established by law or which may be delegated to it by the owners or co-owners of Units in Flemington Fields, a Condominium.

All owners of Units shall be members of the Condominium Association and agree by acceptance of a deed to any Unit or by acceptance of any other legal or equitable interest in the Condominium that they shall be bound by the By-Laws or Rules of the Condominium Association for the use of the Units or common areas, as these Rules and By-Laws presently exist or as they are hereinafter adopted or amended by the Condominium Association as provided in its By-Laws.

9. Management and Roadway-Utility Maintenance:

Flemington Fields Condominium Association, Inc. is hereby designated as the managing body of the Condominium and its Common Elements. The incorporators and/or initial Trustees of the Condominium Association shall be appointed by Grantor.

Every Unit Owner, by acceptance of a deed or other conveyance for a Unit, whether or not it shall be expressed in such deed or conveyance shall be deemed to covenant and agree to pay to the Condominium Association the Annual Assessments in the manner adopted by the Association and any other assessments or charges as may be provided for in the By-Laws.

The Condominium Association through its Board and at their option, and for the benefit of the Condominium and the Owners may acquire and may pay for out of the operating fund, hereinafter provided for, the following:

- (a) Water, garbage, electrical and gas, and other necessary utility services for the Common Elements and (if not separately metered or charged) for the Units, maintenance and gardening service for the Common Elements.
- (b) Those premiums relating to bonds and policies of insurance as are required pursuant to the provisions of the Condominium Association's "By-Laws" as well as any other kinds and types of insurance which the Condominium Association's Board of Trustees may deem prudent and desirable. Such insurance shall include, but not by way of limitation, fire and extended Property insurance, public liability insurance, workmen's compensation, fidelity bonds, and Trustee's liability.

(c) The services of a person or firm (the "Manager") to manage the Common Elements to the extent deemed advisable by the Condominium Association as well as such other personnel as the Board of Trustees of the Condominium Association shall determine shall be necessary or proper for the operation of the Common Elements whether such personnel are employed directly by the Condominium Association or are furnished by the Manager.

(d) Legal and accounting services necessary or proper in the operation of the Condominium Association, the Common Elements, or enforcement of these restrictions.

(e) Painting, maintenance and repair, construction and reconstruction of the General Common Elements and such furnishings, equipment and planting for the General Common Elements as the Condominium Association shall determine are necessary and proper, and the Condominium Association shall have the exclusive right and duty to acquire the same for the Common Elements.

(f) Any other Property services, taxes or assessments which the Condominium Association is required to secure or pay for, pursuant to the terms of this Master Deed or the By-Laws, or which, in its opinion, shall be necessary or proper for the operation of the Common Elements; provided, however, that if the Condominium Association determines that any such Property services, taxes or assessments are provided or paid for a single Unit, the cost thereof shall be especially assessed to the Unit Owner of such Unit; provided further, that nothing herein shall permit the Condominium Association to assess the Unit Owners for any new improvements or additions to the Common Elements except as hereinafter provided or as stated in the By-Laws, Exhibit "D".

(g) Any amount necessary to discharge any lien or encumbrance levied against the Common Elements, or any part thereof, which may, in the opinion of the Condominium Association, constitute a lien against any part of such areas rather than merely against the interest therein of particular Unit Owners, where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it.

(h) All assessments against the Unit Owners for costs incurred for the ownership, operation and maintenance of such real and personal Property which is or may be held or leased by the Condominium Association for the use and benefit of the Unit Owners.

The Condominium Association may delegate any of its duties, powers or functions to any person, corporation or firm to act as Manager. Neither the Condominium Association, nor the members of its Board, shall be liable for any omission or improper exercise by the Manager of any such duty, power or function so delegated.

The Condominium Association or its agents may enter any Unit in the event of any emergency involving illness or potential danger to life or property, or upon reasonable notice when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Condominium Association at the expense of the maintenance fund.

The Condominium Association shall provide for an annual independent audit of the accounts, including operating budget and reserve funds, of the Condominium Association and for delivery of a copy of such audit to each Unit Owner within ninety (90) days after the end of the Association's fiscal year.

The Condominium Association is authorized and empowered to grant such licenses, easements and rights-of-way for sewer lines, Cable TV, water lines, underground conduits, storm drains and other public or private utility purposes as may be necessary and appropriate for the orderly maintenance, preservation and enjoyment of the Common Elements, or for the preservation of the health, safety, convenience and welfare of the Unit Owners over, in, through those portions of the Common Elements upon which no Unit or other structure has been erected and through those portions of the Property's General Common Elements.

As stated herein or in the By-Laws, (Exhibit "D"), and expressly subject to the provisions of this Article of this Master Deed, the Condominium Association may restore and repair damaged Common Elements, may construct new improvements or additions to the Common Elements or demolish existing improvements provided that in the case of any improvement, addition or demolition involving a total expenditure which expenditure is not in the adopted budget, in excess of \$10,000 for one expenditure per year and \$20,000 in total for any such expenditures in one fiscal year, a two-thirds vote of the Unit Owners in person or by proxy (other than Grantor) in the project as to the maximum total cost thereof shall first be obtained, and provided that no Unit shall be altered or damaged by any such demolition or construction without the consent of the Unit Owner thereof. The approval of the Grantor shall be required as to any new capital improvement work as long as the Grantor owns one or more Units for sale in the ordinary course of

business and the Condominium Association will be assessing the Grantor for such capital improvement work. The Condominium Association shall levy a special assessment on all Unit Owners in the Property for the cost of such work. The Grantor, while in control of the Condominium Association, will not make any additions, alterations, purchases or improvements that will cause a special assessment or a substantial increase in the monthly assessment except in cases of emergency, or unless required by a governmental agency or mortgage lender. Additionally, Grantor will not cast any votes so as to change the use of any Units or cause an encroachment upon the Common Elements.

The Condominium Association, as successors in interest to certain of Grantor's obligations, and in accordance with any Developer's Agreement, Municipal Resolution or ordinance and any easement that may be recorded hereinafter, shall be responsible for the repair, replacement, construction, reconstruction, improvement, betterment, protection, cleaning, and snow removal, as applicable, of all the roadways, driveways, parking areas, pathways, walkways, and sidewalks located within the properties described in Schedule "A" or appurtenant thereto.

10. Restrictions:

A. The Condominium Property is subject to all covenants, restrictions and easements of record as well as any restrictions stated in this Master Deed and the attached By-Laws, and as set forth below:

(1) No Unit, except those Units owned by the Grantor or its Designated Transferee and used as sales offices, administrative offices or models, shall be used for any purpose other than as a private residence. The foregoing restriction shall not prevent that area in any Building designated as Management Offices from being used as the management-administrative offices for all the Homes and Units in the entire Development.

(2) There shall be no obstruction of the Common Elements nor shall anything be temporarily or permanently placed upon, stored in or affixed to the Common Elements without the prior written consent of the Board or unless expressly permitted by the Rules or Regulations. However, this restriction shall not apply to the Grantor or its designated Transferee while it is engaged in the development of the Condominium Property.

(3) No vehicles of a size larger than a panel truck and no mobile home, recreation vehicle, boat, boat trailer or the like shall be parked within the Condominium, except that those vehicles temporarily within the Condominium for the purpose of servicing the Condominium itself or one of the Units, shall be permitted without written consent of the Board.

(4) No portion of the Common Elements or other portion of the Condominium shall be used or maintained or the dumping of rubbish or debris except in designated areas. Trash, garbage or other waste shall be kept in sanitary containers within the Condominium for weekly or more frequent collections. Recyclable material shall be stored separately in accordance with Raritan Township's requirements for same.

(5) No exterior loudspeakers other than as contained in portable radios, television sets or burglar alarm systems shall be permitted, nor shall unshielded floodlights be installed in any exterior area of any Unit or any balcony, patio or terrace appurtenant thereto without the permission of the Board. Despite the foregoing, in the event any portable radio, television sets, or burglar alarm system becomes a nuisance, the Condominium Association shall have the right to require the Unit Owner to remove the exterior loudspeakers from the same.

(6) The owner of each Unit, regardless of type, shall not cause or permit any clothes, sheets, blankets, or laundry of any kind or other articles to be hung or displayed on the outside of windows or placed on the outside window sills, walls or balconies of any Unit or in any parking area.

(7) No noxious or offensive activities shall be carried on, in or upon the Common Elements or in any Unit nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other residents in the Condominium.

(8) No immoral, improper, offensive or unlawful use shall be made of any Unit; and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed.

(9) No clothes, poles, lines or clothes trees shall be installed or maintained, nor shall any laundry or other thing be hung out to dry outside of any Unit.

(10) No "For Sale" sign or equivalent document shall be displayed, erected, placed, installed or otherwise maintained on the Common Elements or in, on, or about a Unit until after December 31, 2006. This restriction shall not apply to the Grantor.

(11) No animals are permitted in the Condominium Property, except for a dog or cat which is under the size of twenty-eight (28) pounds unless the dog or cat presently resides with the Unit Owner when the Unit Owner bought the Unit from the Grantor. Upon the death of either the cat or dog, the Unit Owner must comply with the size requirement in the event the Unit Owner obtains another dog or cat. All dogs must be kept on a leash at all times outside the Unit and the Unit Owner shall be responsible for cleaning up the excrement of the animal.

(12) No fences and/or decks shall be permitted to be constructed except those constructed by the Developer, as approved by the Planning Board, and that any replacement of the deck or privacy fence shall be identical in size, design and materials to the original deck or fence which the Developer originally constructed.

(13) No basement areas, if any, in any Unit may be used as a bathroom, kitchen or bedroom or for sleeping purposes.

(14) No Unit Owner or Occupant shall build, plant or maintain any matter or thing upon, in, over or under the Common Elements without the prior written consent of the Association.

(15) No Unit Owner or Occupant shall burn, chop or cut anything on, over or above the Common Elements.

(16) Unit Owners shall not have any right to paint or otherwise decorate or change the appearance of any portion of the exterior of any building.

(17) Nothing shall be done or kept in any unit or in or upon the Common Elements which will increase the rates of insurance of the building(s) or the contents thereof beyond the rates applicable for units, without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his unit or in or upon the Common Elements which will result in the cancellation of insurance of any building(s) or the contents thereof or which will be in violation of any law.

(18) Draperies, blinds, curtains or other window coverings must be installed by each Unit Owner on all windows of the unit and must be maintained in said windows at all times. These provisions shall not apply to the grantor. The Association retains the right to establish, pursuant to rules and regulations, the type, color or appearance of such window treatments as viewed from the exterior of the Unit.

(19) Each Unit Owner shall pay for his own telephone and other utilities, if any, which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

(20) No Unit Owner or Occupant shall erect or maintain an exterior antennae on any unit or building within the condominium, except as may be permitted by the provisions of the Telecommunications Act of 1996 and the regulations promulgated by the Federal Communications Commission. Furthermore, no satellite dish or satellite antennae may be installed unless the procedures set forth in Exhibit F of this Master Deed are complied with.

(21) Condominium to remain 55 or over housing; Age Restricted Community.
The within project shall be deemed an Age Restricted Community as defined in ordinance #98-47 of the Township of Raritan, as same may be amended from time to time, as well as in conjunction with applicable federal laws. It is intended that the condominium be considered "55 or over housing" within the meaning of the Fair Housing Act, so as to qualify for "housing for older persons" within the meaning of the Fair Housing Act. Each of the units available for sale within the project will only be available to people who are 55 years of age or older, or in the case of couples, one of them must be at least 55 years of age. The premises shall only be sold to persons who meet this criteria and who intend to use the units as their residence. Other than as set forth herein, the only other persons permitted to reside in the residence who are under 55 years of age are the following:

- a) a member of the resident's household under the age of 55 years old may reside provided the other member of the household is 55 years of age or older;
- b) children of a parent, guardian or other person responsible for the custody or care of the child who resides in the premises;
- c) one adult under the age of 55 years (other than a spouse) will be permitted as a permanent resident if it is established and approved by the Homeowner's Association that the presence of such person is essential to the physical care of one or more of the adult occupants. If more than one adult under 55 years of age is necessary to care for the adult occupant, approval shall be required from the Homeowner's Association and a copy of its decision shall be filed with the Township Clerk of the Township of Raritan; and
- d) other than as set forth in this paragraph, no other residents under the age of 55 years of age will be permitted to reside in any units.

In the event that an owner of a unit dies, testate or intestate, leaving as heirs one or more persons who do not qualify as a "permitted resident", this restriction shall in no way be deemed to restrict the ownership of said unit by the heirs; provided, however, that said heir or heirs, their successors or assigns shall not reside in the unit until he or she has an application for residency approved by the Board.

The foregoing restriction shall be contained in each Deed for each individual lot within the development, and shall be identified as an "Age Restriction". Each subsequent Deed or resale shall reference the Age Restriction and the Age Restriction will run with the land and with each individual unit.

The foregoing restrictions shall not be interpreted in any manner so as to prevent, restrict, interfere or delay Grantor's construction of the Condominium development or its ability to sell or lease any Units or to maintain model Units and sales offices.

11. Rights and 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 Condominium Units and their successors in interest, as their interests may appear, by reason of the removal of any portion of the Condominium.

As long as the Grantor is the owner of one unsold Unit in the ordinary course of business, neither the Condominium Association nor any Unit Owner or mortgagee shall do anything to interfere with the rights of the Grantor as set forth in the Master Deed and the Association's By-Laws or the right of the Grantor to do any construction as to unsold Units or to construct such additional improvements as Grantor deems advisable. Such rights shall also include but not be limited to the right to install and maintain displays, signs, sales information on or about unsold Units and the Common Elements as well as the right to operate and maintain leasing-sales offices, and model Units. Each Unit Owner by accepting a deed to a Unit hereby acknowledges that the activities of Grantor may temporarily or permanently constitute an inconvenience or nuisance to the Unit Owners, and each Unit Owner hereby consents to such inconvenience or nuisance.

The rights of Grantor hereunder and elsewhere in the Master Deed and By-Laws may be assigned by Grantor and any successor in interest to any portion of Grantor's interest in any portion of the Condominium by a recorded written assignment. Despite any other provision of this Master Deed, the prior written approval of Grantor, as developer of the Property, will be required before any amendment to this Article shall be effective.

While the Grantor maintains control of the executive board, it shall take no action which adversely affects a Unit Owner's rights under N.J.A.C. 5:25-5.5. Claims relative to defects in Common Elements shall be processed in accordance with N.J.A.C. 5:25-5.5.

12. Provisions and Restrictions Relative to Leases:

No Condominium Unit shall be rented by the Unit Owners thereof for transient or hotel purposes, which shall be defined as "(a) rental for any period less than one year or (b) any rental if the occupants of the Unit are

provided customary hotel services, such as room service for food and beverage, said service furnishing laundry and linen and bellboy services". No Unit Owner shall rent less than the entire Unit. Any lease shall be subject to the Age Restrictions as set forth above. Other than the foregoing obligations, the Unit Owners shall have the absolute right to lease same provided that said lease is in writing and is made subject to the covenants and restrictions contained in this Master Deed, the By-Laws and other documents referred to herein, including the rights to amend the Master Deed and By-laws reserved to Grantor herein and provided further that any failure of the tenant to comply with the terms and conditions of such documents shall constitute a default under the lease. The foregoing restrictions shall not apply to the Grantor, nor shall the restriction apply to any lender in possession of a Unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure.

In the event a tenant of a Unit Owner defaults under his lease by failure to comply with the provisions of this Master Deed, By-Laws or rules and regulations of the Condominium Association, then, in addition to all other remedies which it may have, the Condominium Association shall notify the Unit Owner of such default(s) and demand that the same be cured through the Unit Owner's efforts within thirty (30) days after such notice. If such default(s) is not cured within said thirty (30) day period, then the Unit Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against his tenant on account of such default(s). Any settlement shall be in accordance with the Governing Documents. In the event the Unit Owner fails to fulfill the foregoing obligation, then the Condominium Association shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Unit Owner, at the Unit Owner's sole cost and expense, including legal fees incurred. Said costs and expenses shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Condominium Association in the same manner as the Condominium Association is entitled to enforce collection of Common Expenses. By acceptance of a deed to any Unit, each and every Unit Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Condominium Association as his attorney-in-fact for the purposes described in this subparagraph.

13. Insurance Damage or Destruction:

A. The Condominium Association, through its Board of Trustees, shall be required to obtain and maintain fire insurance with extended coverage insuring all the Common Elements, as well as each Condominium Unit (including all structural walls and interior partition walls initially installed therein by the Grantor, but not including carpeting, drapes, wall covering, fixtures, appliances, individual Units' heating and air conditioning equipment, furniture, furnishings or other personal Property supplied or installed by Unit Owners) together with all service machinery contained therein and covering the interests of the Condominium, the Board of Trustees and all Unit Owners and their mortgagees, as their interests may appear, in the amount determined by the Board of Trustees, each of which policies shall contain a standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Trustees. All such policies shall provide that adjustment of loss shall be made by the Board of Trustees and that the net proceeds thereof shall be payable to the Association, subject to the rights of the Unit mortgagee.

(1) Premiums for any such insurance coverage shall be included in the monthly assessment for common expenses and such premium charges shall be held in a separate escrow account of the Condominium Association to be used solely for the payment of said premiums, as same become due.

(2) All policies of physical damage insurance shall contain waivers of subrogation with respect to claims against Unit Owners, and their family members and officers and trustees of the Condominium Association and the Condominium Association shall use its best efforts to obtain a waiver of subrogation against Unit Owner's guests and Condominium Association employees. Said policies shall also contain waivers of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners or of invalidity arising from any acts of the insured or any Unit Owners, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all mortgagees of Units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Units at least ten (10) days prior to expiration of the then current policies, if required.

B. All Unit Owners shall carry insurance for their own benefit insuring their carpeting, wallcovering, appliances, fixtures, individual Unit's heating and air conditioning equipment, furniture, furnishings and

other personal property provided that all such policies shall contain waivers of subrogation further provided that the liability of the carriers issuing insurance obtained by the Board of Trustees shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

C. In the event of damage or destruction to the Condominium Property said damage or destruction shall be promptly repaired and restored by the Condominium Association using the proceeds of insurance for that purpose and all costs for repair or reconstruction, in excess of available insurance proceeds shall be a Common Expense, subject to the following conditions:

(1) Common Elements:

(b) If the Common Elements are damaged to the extent of seventy-five (75%) percent of its then replacement cost, which shall be deemed to constitute substantially total destruction of the Condominium Property and if sixty-seven (67%) percent of both the Unit Owners' and the institutional holders of first mortgage liens (based upon one vote for each mortgage held), vote not to proceed with the repair or restoration, the Condominium Association shall proceed to realize upon the salvage value of the Condominium Property, either by sale or such other means as the Condominium Association may deem advisable and shall collect the proceeds of any insurance. Thereupon the net proceeds of such sale, together with the net proceeds of such insurance, shall be considered as one fund to be divided among the Unit Owners in proportion to their respective interests of the Common Elements after first paying out of the share due each Unit Owner, such amounts as may be required to satisfy, to the extent monies are available, unpaid liens on the Unit in the order of priority of such liens.

(c) The Condominium Association shall arrange in the case of repair and restoration, for the repair and restoration of the Condominium Property, including damage to the Units (including any equipment which is part of a Common Element system, but not including carpeting, drapes, wallcovering, heating and air conditioning units, appliances, equipment fixtures, furniture, furnishings or other personal property owned, supplied or installed by a Unit Owner).

(d) In the event that the net proceeds of insurance received by or payable to the Condominium Association shall exceed the cost of such repair or restoration, then the excess of such insurance proceeds shall be paid by the Condominium Association to the Unit Owners in proportion to their respective interests in the Common Elements after first paying out of the share due each Unit Owner, such amounts as may be required to reduce unpaid liens on the Unit in the order of priority of such liens.

(e) In the event that the net proceeds of insurance received by or payable to the Condominium Association is insufficient to cover the cost of such repair or restoration and the Unit Owners have voted to proceed with the repair or restoration, then in that event, the Condominium Association shall cause such repair or restoration to be done and the cost of same not covered by insurance proceeds shall be levied against each Unit in accordance with its respective interest in the Common Elements.

(f) Restoration and repair of the damage to the interior of any individual Unit shall be made by and at the expense of the owner of said Unit and in the event of a determination to rebuild partial or total destruction, it shall be completed as promptly as practicable, and in a lawful and workmanlike manner.

(1) General Conditions:

(a) Four (4) months from the date of any partial or total destruction, if a Resolution to not rebuild has not been adopted, as herein provided, or if reconstruction has not actually commenced within said period, then the covenant against partition, shall terminate and be of no further force and effect.

(b) Any such reconstruction or repair shall be substantially in accordance with the plans and specifications attached hereto as Exhibit A.

(c) Despite destruction of a Unit and the resulting inability to occupy same, the owner of that Condominium Unit will remain liable for assessments for Common Expenses until such time as the Master Deed is terminated, as aforesaid; in the event of the reconstruction of his Condominium, liability for assessments will, of course, continue.

(d) Despite any provision to the contrary stated in this Master Deed and the By-Laws, the Institutional holder of any first mortgage shall have a first priority as to the distribution to it of the insurance proceeds applicable to that Unit in the event of substantial damage to or destruction of said Unit or in the event that the Unit is the subject matter of any condemnation or eminent domain award.

14. Blanket Mortgages:

At its option, Grantor may, without the unanimous written approval of all Unit Owners or the Condominium Association, encumber some or all of the unsold Units with a single or blanket permanent mortgage constituting a first lien thereon and any such Units may be sold or otherwise conveyed or transferred subject to the lien of such mortgage, all in accordance with the provisions of N.J.S.A. 46:8B-23. In the event of any mortgage, a release of lien upon each unit will be obtained at the time of closing of sale of each Unit.

15. Common Expenses - Assessments - Late Charges - Contributions:

A. Common Expenses shall be charged to Unit Owners according to the percentage of their respective undivided interest in the Common Elements as set forth in Exhibit "E" of this Master Deed and shall be subject to enforcement by the right of lien, all in accordance with the provisions of the Condominium Act, this Master Deed and By-Laws. These Common Expenses shall be paid by each Unit Owner through a monthly assessment, as more particularly set forth in the Condominium Association By-Laws.

B. In addition to the monthly assessment, the Condominium Association shall have the power through its Board of Trustees to levy a special assessment(s), against each Unit Owner according to each Unit's undivided percentage interest in the Common Expenses, all as more specifically set forth in the Association's By-Laws.

Any assessment or charge of the Condominium Association that is not received by the Condominium Association from a Unit Owner within ten (10) days of its due date shall obligate the Unit Owner to pay a late fee, all as set forth in the By-Laws, in addition to all other rights and remedies of the Condominium Association.

C. Despite any other provision herein contained, until such time as Raritan Township assesses each Condominium Unit separately, the Condominium Association shall pay the New Jersey Real Property Taxes assessed against the Condominium Property and shall, prior to such payment, levy a supplemental assessment payable by the Unit Owners, which supplemental assessment shall be allocated and assessed to each Unit in the same percentage as that Unit's share of the Common Expenses (Exhibit E) and such action shall not require a vote of the Unit Owners.

D. Common Expenses including those expenses of administration and of maintenance, repair or replacement of the Common Elements, including or not including the Common Facilities as applicable, and the expense of administering the Condominium Association and all of its real and personal Property in proportions and amounts as shall from time to time be fixed by the Trustees of the Condominium Association and to any other expense and reserves that may be lawfully agreed upon.

No Unit Owner may exempt himself from contributing toward such expense by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit owned by him.

E. Additionally, the Condominium Association shall establish a Reserve Fund and each Unit Owner, by the acceptance of a deed to a Unit, whether it be expressed therein or not, shall be obligated to pay his share of the Common Expenses, monthly assessments, special assessment and Reserve Fund, all as more specifically set forth in the Condominium Association's By-Laws.

Every Unit Purchaser (except the Grantor or its Designated Transferee) shall pay to the Condominium Association as a non-refundable contribution to the "Working Capital" and "Reserve Fund" the sums so stated in the By-Laws of the Condominium.

F. Any Unit owned by the Condominium Association shall be exempted from the payment of any Common Expenses, monthly assessments, special assessments or Reserve Fund.

G. As long as the Grantor or its Designated Transferee is the owner of one or more Units, the Condominium Association shall take no action which discriminates against Grantor or its Designated Transferee or impairs in any manner Grantor's or its Designated Transferee's ability to construct, develop, show, ability to own, sell or lease the Unit(s), or use any Units as model Units or make use of the Common Elements.

H. Despite anything to the contrary stated in this Master Deed and By-Laws, as to any Units owned by the Grantor or its Designated Transferee, which Units are under development or title has not been conveyed to a purchaser, the assessment levied against such a Unit(s) shall be in proportion to the benefit derived by the Unit(s) from the items included in the budget.

16. Unpaid Assessment Liens Foreclosure Purchase:

A. All charges and expenses chargeable to any Unit shall constitute a lien against said Unit in favor of Flemington Fields Condominium Association, Inc. which lien shall be prior to all other liens except assessments, liens and charges for taxes past due and unpaid on the Unit; a bona fide mortgage lien, if any, to which the Unit is subject; and any other lien recorded prior to recording the claim of lien.

(1) Such lien shall be effective from and after the time of recording in the public records of Hunterdon County of a claim of lien stating the description of the Unit, the name of the record owner, the amount due and the date when due. Such claim of lien shall include only sums which are due and payable when the claim of lien is recorded and shall be signed and verified by an officer or agent of the Condominium Association. Upon full payment of all sums secured by the lien, the party making payment shall be entitled to a recordable satisfaction of lien.

(2) All assessments that remain unpaid for over thirty (30) days shall bear interest from the assessment due date at the highest rate permitted by law.

(3) Liens for unpaid 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. The Condominium Association shall have the power to bid on the Unit at the foreclosure sale and to acquire, hold, lease, mortgage and convey. The title acquired by any purchaser following any such foreclosure sale shall be subject to all of the provisions of this instrument, the By-Laws and Rules and Regulations of Flemington Fields Condominium Association Inc. and the Condominium Act of the State of New Jersey, and by so acquiring title to the Unit, said purchaser covenants and agrees to abide and be bound thereby.

The Condominium Association shall file a claim of lien, as aforesaid, if said monthly assessment or other Condominium Association charge or assessment remains unpaid for a period of sixty (60) days. Thereafter, if said lien is not paid within ten (10) days from the date of recording same, the Condominium Association may foreclose same, as aforesaid. The Condominium Association shall have the right as part of the aforesaid foreclosure action to accelerate the remaining monthly assessments in the Condominium Association's fiscal year provided that at least three (3) months of unpaid monthly assessments constitute the basis of the foreclosure action. In any such action the Condominium Association shall be entitled to recover attorneys' fees and costs of suit.

The Condominium Association may maintain suit against a delinquent Unit Owner, as provided in the By-Laws, to recover a money judgment for any unpaid expenses, charges and assessments without foreclosing or waiving the lien securing same.

In addition to the right to file a lien claim and foreclose same, as provided above, the Condominium Association, in accordance with the aforesaid time periods may take action to recover the amount due either by foreclosure of the lien or by suit to recover a money judgment as herein above provided.

17. Unit Conveyances - Unpaid Assessments - Title

Certificate:

A. Upon any voluntary sale or conveyance of a Unit, the Seller and the Buyer of such Unit shall be jointly and severally liable for all unpaid assessments pertaining to such Unit duly made by the Condominium Association or accrued up to the date of such conveyance, without prejudice to the right of the Buyer to recover from the Seller any amounts paid by the Buyer but the Buyer shall be exclusively liable for those accruing while he is the Unit Owner.

B. If a mortgagee of a first mortgage of record or other purchaser of a Unit acquires title to such Unit as a result of foreclosure of the first mortgage, or by a deed in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be 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 as a result of the foreclosure. Such unpaid share of Common Expenses shall be collectable from all of the remaining Unit Owners, if applicable, including such acquirer, his successors and assigns. Notwithstanding the foregoing, in the event a lien has been filed by the Association prior to the foreclosure, then such foreclosure will be subject to the Condominium Association lien.

C. A Unit may be sold by the sheriff on execution, free of any claim, not a lien of record, for Common Expenses or other assessments by the Condominium Association but any funds derived from such sale remaining after satisfaction of prior liens and charges but before distribution to the previous Unit Owner, shall be applied

to payment of such unpaid Common Expenses or other assessments if written notice thereof shall have been given to the sheriff before distribution. Any such unpaid Common Expenses which shall remain uncollectible from the former Unit Owner for a period of more than sixty (60) days after such sheriff's sale may be reassessed by the Condominium Association as Common Expenses to be collected from all Unit Owners including the purchaser who acquired title at the sheriff's sale, his successors and assigns.

D. Every purchaser of a Unit prior to title acquisition shall obtain from the Condominium Association a certificate setting forth what, if any, assessments and charges are due and owing as to that Unit. At the time the request for the certificate is made, the name and address of the prospective purchaser and Mortgagee, if applicable shall also be submitted to the Association. No certificate shall be issued without such information having been submitted. Failure of a purchaser to obtain the certificate and pay any monies due to the Condominium Association within fifteen days of title closing shall obligate the purchaser to pay a late payment fee, as provided in the Condominium Association By-Laws. The certificate shall be conclusive evidence as to any assessments and charges applicable to a Unit except as to the then present Unit Owner. The Condominium Association shall have the right to impose a charge for such certificate. The provisions stated in this paragraph shall not apply to a mortgagee who acquires title by way of a foreclosure of its mortgage or by a deed in lieu of foreclosure or to a Unit Owner who acquires title from the Grantor or its Designated Transferee.

18. Subordination of the Assessment Lien to Mortgages:

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now, or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Property, pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer of such Property shall not relieve such Property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

19. Unit Exterior Changes:

A. No addition, removal, change, modification, decoration or alteration of the Unit's exterior, including, but not limited to the exterior finishings, color, or the erection or emplacement of antennae or satellite dish (subject to Exhibit F of this Master Deed) of any nature, shall be made as to any Unit nor shall any building, fence, wall, or structure of any kind be commenced, erected or maintained upon the Condominium Property, nor shall any Unit Owner make any structural modifications or alterations or decorations of any nature to the exterior of the Unit, until the plans and specifications, showing the nature, kind, shape, height, materials and location in relation of the same shall have been submitted to and approved, in writing, as to harmony of external design and location in relation to surrounding structures by the Board of Trustees of the Condominium Association or its designated Committee. The foregoing restrictions shall not apply to the Grantor or its Designated Transferee.

Nor shall any Unit Owner impair any easement without first obtaining the written consent of the Condominium Association's Board and the consent of those Unit Owners or other parties for whom the easement exists. In the event said Board or its committee fails to approve such design and location within sixty (60) days after said plans and specifications have been submitted to it, then in that event the request shall be deemed to have been denied. The Board or its designated committee may request of the Unit Owner any additional information necessary to make its decision and impose any requirements to insure the safety, well-being and protection of other Unit Owners and the Condominium Association as well as impose any fees to cover its costs of hiring professional to review the plans. Unless the Board or its designated committee grants an approval, no work of any kind shall be done.

Despite the foregoing restrictions, the following provisions shall govern:

(1) Prior to any interior work being done, other than minor repairs, improvements or decorating to the interior of a Unit, the plans and specifications shall first be delivered to the Condominium Association. Unless the Condominium Association denies same within thirty (30) days of their receipt, same shall be deemed approved.

(2) No act shall be done, under any circumstances, which does, or may tend to impair the structural and/or architectural integrity of the Units or adversely affect any of the Common Elements. Nothing herein shall be construed to prohibit the reasonable adaptation of any Unit for handicapped use.

B. Despite any language to the contrary stated in Section A of this Article each Unit Owner shall be bound by and comply with all local ordinances and regulations of Raritan Township.

20. Exterior Maintenance and Repairs:

A. The Condominium Association shall be responsible for the general maintenance of the Common Properties, its grounds, all Common Element Building, and any Building owned by the Condominium Association, including the grounds surrounding the Units. The Condominium Association shall also be responsible for snow plowing, when there is more than two-inches of snow, of all streets and parking areas.

B. The Condominium Association shall be responsible for the exterior maintenance, exterior painting and exterior decoration of all the Units as to only the exterior walls, gutters, leaders and roofs, subject to the provisions of Article 20 (C).

C. If, due to the negligent act or omission of a Unit Owner, or of a member of its family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association.

D. Necessary Maintenance/Repair Work by Condominium Association Occasioned by Condominium Unit Owner's Neglect.

(i) Every Condominium Unit Owner, by the acceptance of a deed for the same, or by acceptance of title, as devisee or heir, covenants, that he, she, or it will not permit the Unit, or any improvements (including, but not limited to Units exterior finishings and roofing) thereon, to be otherwise maintained than in good repair and in safe, neat and attractive condition. In the event any Unit Owner shall fail to so maintain his (her) (its) Unit, and such neglect in the judgment of the Board of Trustees of the Association, should result in a condition of unsightliness, tending to adversely affect the value or enjoyment of neighboring Units, or should constitute a hazard to persons or property, the Board of Trustees of the Condominium Association, or its Architectural Committee, may give notice of such condition to the Unit Owner, demanding that such condition be abated within seven (7) days from the date the notice is sent. If the Unit Owner does not rectify the condition at the end of such period, the Condominium Association may cause such work to be performed as is necessary to rectify the condition. The cost of such work shall be assessed against the Unit upon which the services are performed, and shall be added to and become part of the annual maintenance assessment or charge to which such Unit is subject under Article 15 hereof, and as part of such annual assessment or charge, it shall be a lien and obligation of the owner in all respects, as provided in Article 16 hereof, except the payment for any work performed, pursuant to this Section, shall be due upon presentation to the Unit Owner, either in person or by regular mail, of the Condominium Association's invoice therefor. Default in prompt and full payment within ten (10) days from the date the invoice is sent to the Unit Owner, shall entitle the Condominium Association to an annual interest rate equal to five points above the stated prime rate of commercial banks or the maximum allowed under the New Jersey usury statutes, whichever is lower, on the amount due from the date of the invoice, which interest shall also constitute a lien upon the unit and obligation of the Unit Owner thereof.

(ii) For the purpose of performing any work under this Section, the Condominium Association, through its authorized agents, servants, employees, or contractors, shall have the right to enter upon any unit, at reasonable hours, except Sundays or legal holidays and except in emergencies.

(iii) Any exterior maintenance, repairs and replacement by a Unit Owner, in regard to type of material, finishing, color and design shall be subject to the approval of the Condominium Association.

21. Unit Maintenance, Repairs, Decorating and Replacement:

Each Unit Owner shall furnish and be responsible for, at his own expense, all the maintenance, repairs and replacements in or about his own Unit. Every Unit Owner shall be responsible for the maintenance, repair and replacement of any doors, windows, conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be part of or appurtenant to the Unit, including the duty to repair any appliances, plumbing fixtures, interior walls, ceilings and floor surfaces. Each Unit Owner is responsible for the maintenance, repair and replacement of all portions of the interior of the Units including, but not limited to, all windows, doors, conduits, ducts, plumbing, piping, wiring and other facilities for the furnishing of utility services, and all building systems including HVAC units which only service that Unit Owner's Unit. Such maintenance, repairs and replacements as may be required for the bringing of water and electricity to the Unit and sanitary sewerage disposal after exiting the Unit shall be furnished by the Condominium Association as part of the Common Expenses. Any system which is an integral part of the Common Elements and not for the benefit of any one Unit shall be repaired by the Condominium Association. The Condominium Association may provide, by proper resolution of its Board, for ordinary maintenance and minor repairs and replacements to be furnished to the Units by Condominium Association personnel and charged as a Common Expense.

(1) To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the By-Laws and the rules and regulations of the Condominium Association. The authorized representatives of the Condominium Association or Board of Trustees, or of the manager or managing agent for Condominium Property, shall be entitled, upon prior notice, except in cases of emergencies, to reasonable access to the individual Units as may be 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 Units or the Common Elements.

(2) Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings, which constitute the exterior boundaries of the respective Unit owned by him, and such owner shall maintain such interior surfaces in good condition at its sole expense as may be required from time to time, and each such owner shall have the right to decorate such interior surfaces from time to time as it may see fit and at its sole expense. The use of and the covering of the interior surfaces of such windows, whether by draperies, shades or other items visible on the exterior of the building, shall be subject to the rules and regulations of the Condominium Association. Decorating of the Common Elements (other than interior surfaces within the Units as above provided) and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Unit caused by maintenance, repair or replacement work on the Common Elements by the Condominium Association shall be furnished by the Condominium Association as part of the Common Expenses.

(3) The owners of any Unit shall be solely responsible for all repair, maintenance, operation, use and replacement of the mechanical equipment, pipes, lines, conduits, fixtures, appliances, HVAC equipment and hot water heater that service that particular Unit.

22. Unit Access:

Flemington Fields Condominium Association, Inc. shall have the irrevocable right, to be exercised by the Trustees or manager of the Condominium Association, to have access to each Unit from time to time during reasonable hours, with prior notice, except in case of emergencies, as may be necessary for the maintenance, repair or replacement of any of the Common Elements therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

In addition thereto, Flemington Fields Condominium Association, Inc. or its authorized personnel shall have the "Right of Access" to a Unit, as more specifically provided in the "By-Laws".

23. Title:

The present title to the Property hereby owned by the Grantor, and the title to each Unit which shall be hereafter conveyed or acquired in any manner is hereby expressly declared and made subject to the terms and conditions

of this instrument and the By-Laws and acquisition of title by any person to a Unit shall be conclusively deemed to mean that acquirer approves, adopts and ratifies the provisions of this instrument, the By-Laws and Rules and Regulations of Flemington Fields Condominium Association, Inc. and will comply therewith. The covenants, agreements and restrictions shall run with the land and shall be binding upon the Grantor, its successors and assigns and by all persons claiming by, through or under said Grantor, its successors and assigns.

24. Protective Provisions for the Benefit of Institutional Holders of First Mortgages:

A. Notwithstanding anything to the contrary stated in this Master Deed, the By-Laws or Articles of Incorporation of the Condominium Association, the following shall apply with respect to each Institutional Holder of a first mortgage on any Unit:

(1) Upon written request to the Condominium Association, such request to identify the name and address of the Institutional Holder; the Unit Owner's name and address, the Institutional Holder will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Condominium Property, or the Unit upon which the Institutional Holder has a first mortgage;

(b) Any delinquency, which remains uncured for a period of sixty (60) days, in the payment of assessments or charges owed by a Unit Owner, whose Unit is subject to a first mortgage held by the Institutional Holder;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action by the Condominium Association which would require the consent of a specified percentage of eligible mortgage holders as stated hereinafter in this Article.

(2) In the event of any material damage to or material destruction of any Unit or the Common Element; or if any Unit or a portion thereof is made the subject matter of any condemnation or eminent domain proceeding; then in such an event no Unit Owner or other party shall have priority over the Institutional Holder of a first mortgage on a Unit with respect to the distribution of any insurance proceeds, award or settlement as affects that Unit.

(3) Any Institutional Holder of a first mortgage on a Unit in the Condominium is, upon written request, entitled to:

(a) inspect the books and records of the Condominium during normal business hours;

(b) receive an annual audited financial statement of the Condominium within ninety (90) days following the end of any calendar year of the Condominium Association; and

(c) written notice of all meetings of the Condominium Association and be permitted to designate a representative to attend all such meetings.

B. No Unit in the Condominium may be partitioned or subdivided without the prior written approval of the Institutional Holder of any first mortgage lien on 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 such Unit is subordinate to the lien or equivalent security interest of any first mortgage on the Unit recorded prior to the date any such Common Expense assessments become due.

D. Any management agreement for the Condominium will be terminable by the Condominium Association without cause and without penalty, upon thirty (30) days' prior written notice thereof, and the term of any such agreement shall not exceed one year, renewable by agreement of the parties for successive one year periods.

E. The prior written approval of Institutional Holders of first mortgages, to the extent specified, and if applicable, the consent of Unit Owners to the extent specified, shall be required as to the following:

(1) Any restoration or repair of the project, after partial condemnation or damage due to an insurable hazard, shall be done substantially in accordance with the Master Deed and the original plans and specifications, unless other action is approved by at least fifty-one (51%) percent of the Institutional Holders of first mortgages (based upon one vote for each mortgage held).

(2) Any election to terminate the legal status of the Condominium after substantial destruction or substantial condemnation taking shall require the approval of at least fifty-one (51%) percent of the Institutional Holders of first mortgages (based upon one vote for each mortgage held).

(3) No reallocation of interest in the Common Element may be effected without the approval of at least fifty-one (51%) percent of the Institutional Holders of first mortgages (based upon one vote for each mortgage held).

(4) When professional management has been required by any Institutional Holder of a first mortgage, any decision to establish self-management by the Condominium Association shall require the approval of at least fifty-one (51%) percent of Institutional Holders of first mortgages (based upon one vote for each mortgage held) and the consent of Unit Owners having at least sixty-seven (67%) percent of the total number of votes for all Units.

R. Except as to amendments to the Master Deed or By-Laws or termination of the Condominium made as a result of destruction, damage or condemnation, as provided for in this Article or to a reallocation of interest in the Common Elements which might occur pursuant to any contraction of the development as stated in the Master Deed and By-Laws, the following shall apply:

(1) Termination of the Condominium shall require the approval of at least sixty-seven (67%) percent of the Institutional Holders of first mortgages (based upon one vote for each mortgage held).

(2) The consent of Unit Owners having at least sixty-seven (67%) percent of the total number of votes for all Units and the approval of fifty-one (51%) percent of the Institutional Holders of first mortgages (based upon one vote for each mortgage held), as to any material amendment to the Master Deed or By-Laws, which establish, provide for, govern or regulate any of the following: voting, assessments, assessment liens or subordination of such liens; reserves for maintenance, repair and replacement of the Common Elements; insurance or Fidelity Bonds; rights to use the Common Elements; responsibility for maintenance and repair of the Common Elements; expansion or contraction of the Condominium Property or the addition, annexation or withdrawal of Property to or from the Condominium Property; Unit boundaries; interests in the General or Limited Common Elements; convertibility of Units into Common Elements or of Common Elements into Units; leasing of Units; imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey the Unit; any provisions which are for the express benefit of Institutional Holders of first mortgages.

G. Any Institutional Holder of a first mortgage who receives a written notice pursuant to the provisions of this Article and does not deliver to the Condominium Association a negative response within thirty (30) days of the receipt of said notice shall be deemed to have approved the action stated in the notice.

H. If an Institutional Holder of a first mortgage lien on the Unit obtains title to a Unit as a result of foreclosure on the first mortgage, then such acquirer of title, his successors and assigns, is not liable for the share of Common Expenses and 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 as a result of the foreclosure. Such unpaid share of Common Expenses and other assessments shall be deemed to be Common Expenses collectible from all of the remaining Unit Owners, if applicable, including such acquirer, its successors and assigns.

25. Transfer of Grantor's Rights:

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

B. Upon transfer of any such Special Right, the liability of the transferor is as follows:

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

(C) If a transferor retains any such Special Right, or if a successor to any such Special Right is an affiliate of the Grantor, the transferor is subject to liability for all obligations and liabilities imposed on a Grantor by law 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.

(D) A transferor who retains no such Special 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 Right by a successor Grantor 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 any bankruptcy or receivership proceedings, of any Units owned by Grantor in the Condominium, a person acquiring title to all the Units being foreclosed or sold, but only

upon its (his) request, succeeds to all such Special Rights, or only to any such Special Rights to maintain models, sales offices and signs. The judgment or instrument conveying title shall provide for transfer of only the Special Rights requested.

D. Upon foreclosure, sale by a trustee under a deed of trust, or sale under any bankruptcy or receivership proceedings, of all Units in the Condominium owned by Grantor:

(B) The Grantor ceases to have any such Special Rights; and

(C) The period of Grantor control terminates unless the judgment or instrument conveying title provides for transfer of all such Special Rights to a successor to Grantor.

E. The liabilities and obligations of persons who succeed to all Special Rights are as follows:

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

(C) A successor to all such Special Rights, other than a successor described in subsection (3) or (4) of Section E of this Article hereof who is not an affiliate of Grantor is subject to all obligations and liabilities imposed upon Grantor by law or the Master Deed, except it is not subject to liability for misrepresentations or warranty obligations on improvements made by any previous Grantor or made before the Condominium was created, or for a breach of fiduciary obligation by any previous Grantor.

(D) A successor to only a Special Right to maintain models, sales offices and signs, if it is not an affiliate of Grantor may not exercise any other Special Right, but is not subject to any liability or obligation as a Grantor.

(E) A successor to all Special Rights who is not an affiliate of Grantor and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to Units under Section C of this Article aforesaid, may declare its intention in a recorded instrument to hold those rights solely for transfer to another party. Thereafter, until transferring all such Special Rights to any person acquiring an instrument permitting exercise of all those rights, that successor may not exercise any of those rights other than the right to control the Board for the duration of any period of Grantor control, and any attempted exercise of those rights is void. So long as a successor may not exercise Special Rights under this subsection, it is not subject to any liability or obligation as a Grantor 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 Right to any claims against or other obligations of a transferor other than claims and obligations arising under the Master Deed.

G. Any transferee of such Special Rights shall file the appropriate document and comply with the applicable requirements of the Planned Real Estate Development Full Disclosure Act (N.J.S.A. 45:22A-21 et seq.).

26. General Provisions:

A. Duration:

(1) All provisions of this Master Deed and the By-Laws annexed thereto, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be easements appurtenant to the land or covenants running with the land, as the case may be, and with every part thereof and interest therein, and all of the provisions thereof shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and his heirs, executors, administrators, successors and assigns and shall restrict the use of the Units, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public, other than other rights that may be created by law.

(2) The Condominium shall continue until:

(a) terminated by casualty loss, condemnation or eminent domain as more particularly provided herein; or

(b) such time as withdrawal of the Property from the provisions of the New Jersey Condominium Act is authorized by a vote of at least 80% in number and in common interest of the Units subject to the rights of first mortgagees as provided in this Master Deed. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective common interests,

provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of its share of such net proceeds all liens on its Unit. The foregoing right of partition shall be subject to the right of the Board of Trustees upon an 80% vote of the full Board, within 120 days of the vote authorizing the termination, to accept an offer for sale of the Property.

(3) Any deed of revocation to remove the Condominium Property from the provisions of the Condominium Act shall be duly executed by Unit Owners holding at least eighty (80%) percent of the allocated Condominium Association votes and the deed of revocation shall be recorded in the same office as the within Master Deed all in accordance with N.J.S.A. 46:8B-26 et seq.

B. Notices: Notices provided for in the Act, Master Deed or By-Laws shall be in writing, and shall be addressed to the Condominium Association or to any Unit Owner at Unit Owner's Unit or at such other address as hereinafter provided. The Condominium Association or Board of Trustees may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners at such time. Any Unit Owner may also designate a different address or addresses for notices by giving written notice of such change of address to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof, or, if addressed to a Unit Owner, when deposited in the mailbox for the Unit, or at the door of that Unit.

C. Enforcement: Enforcement of this Master Deed and By-Laws shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, provision or restriction, of same documents, either to restrain violation or to recover damages, and against the Unit to enforce any lien created by these documents; and failure by the Condominium Association or any Unit Owner to enforce any covenant, provision or restriction of said documents herein contained shall in no event be deemed a waiver of the right to do so thereafter.

D. Severability: If any term, condition or provision of this Master Deed is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms, conditions and provisions of this Master Deed, shall nevertheless remain in full force and effect and such invalidity shall in no way impair title to the Condominium Units and Common Elements established hereby.

E. Priority: Despite any language to the contrary contained within this entire Master Deed, and any amendments or supplements thereto, all the terms, conditions and provisions of same shall, at all times, be subject and subordinate to all of the ordinances, codes, resolutions and regulations of the Montgomery Township.

27. Exhibits:

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

1. Exhibit A - Final Map
2. Exhibit B - Legal Description
3. Exhibit B-1 - Unit Designations.
4. Exhibit B-2 - Unit Dimensions, Area and Plans.
5. Exhibit C - Certificate of Incorporation of Flemington Fields Condominium Association, Inc.
6. Exhibit D - By-Laws.
7. Exhibit E - Schedule of Proportionate Interest.
8. Exhibit F - Procedures for Satellite Dish Antennae Installation.

IN WITNESS WHEREOF, the Grantor has executed this Master Deed as of the above date.

WITNESS:

RARITAN VALLEY
DEVELOPERS, INC

Kathleen Stearns

By: *[Signature]*
Henry Stein
Vice President

STATE OF NEW JERSEY:

COUNTY OF Middlesex :

Henry Stein, of full age, being duly sworn according to law, deposes and says that:

1. I am the Vice President of Raritan Valley Developers, Inc., the Developer named in the within Master Deed for the development to be known as Flemington Fields Condominium, and I am a duly authorized agent to make this affidavit on the Developer's behalf;

2. I am fully familiar with the statements contained within this document and execute this document in accordance with the requirements of the Division of Codes and Standards of the New Jersey Department of Community Affairs.

3. Said Henry Stein, personally appeared before me and stated to my satisfaction that this person executed the within Master Deed as his own act and as the act and deed of said corporation on 7/14/04

Witness:

[Signature]

Raritan Valley Developers

By: *[Signature]*
Henry Stein, Vice President

[Signature]

Notary Public of the State of
New Jersey

DONA DICKINSON
A Notary Public of New Jersey
My Commission Expires 12/07/2007

(1) BERSDOCS: 601794.2

EXHIBIT A

FINAL MAP

EXHIBIT A

FINAL MAP - OVERALL SITE MAP



SCHOOR DEPALMA

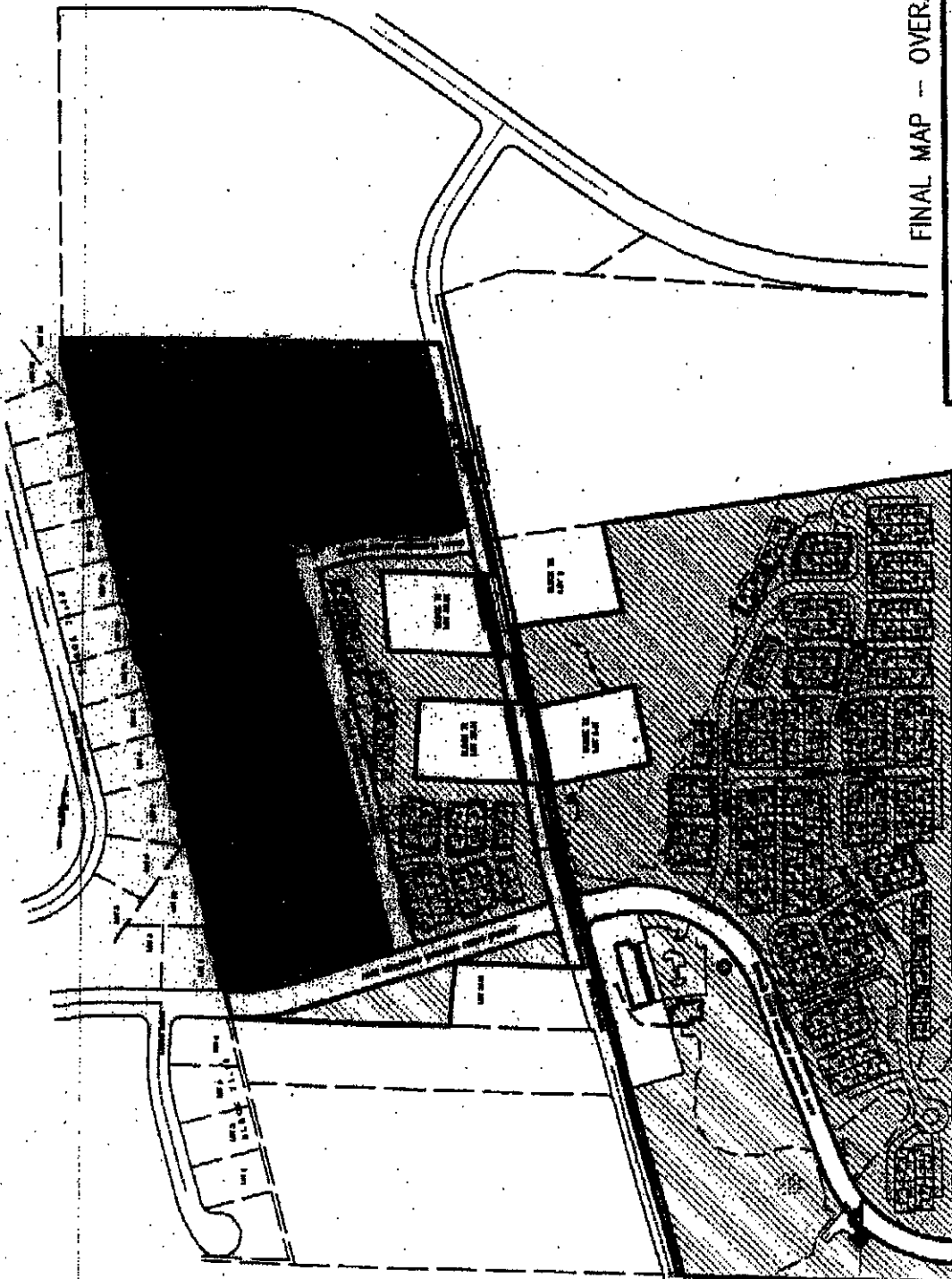
Engineers and Consultants

Cert. Of Authorization 24GA27926200

MANALAPAN* WHITE PLAINS* ATLANTIC CITY* BRICK* CLINTON* EXTON* KULPSVILLE

PARSONS* PHILADELPHIA* PHILLIPSBURG* STAFFORD* VOORHEES

ROUTE 31 SOUTH, P.O. BOX 5192, CLINTON NJ 08809
(TEL.) (908)735-7750 (FAX) (908)735-7746

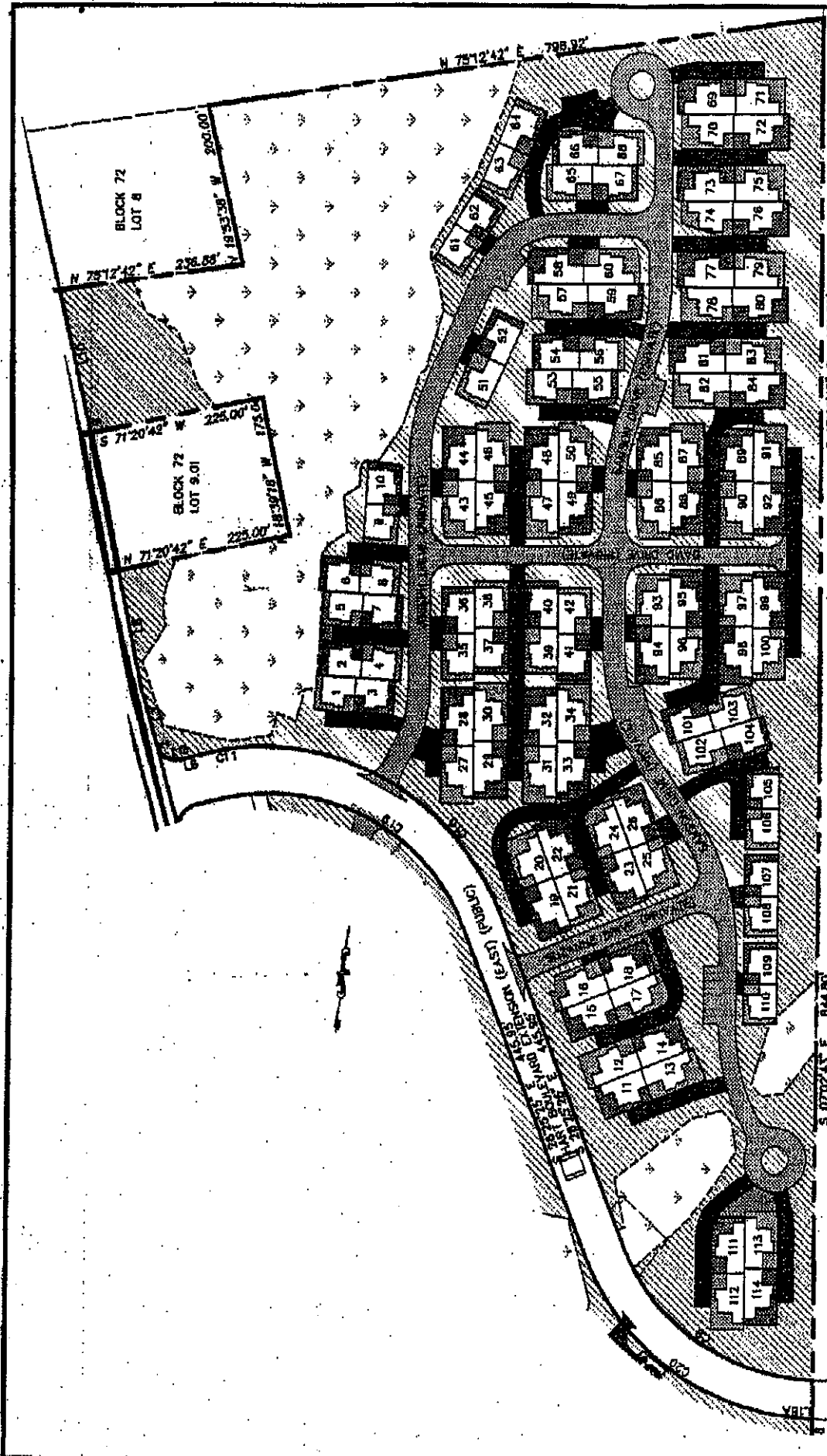


CONDOMINIUM AREA
[457,289 SF / 33,082 AC]



SINGLE FAMILY AREA
[748,289 SF / 17,085 AC]





LINE TABLE

LINE	LENGTH	BEARING
L6	21.83	N67°03'42"E
L7	79.87	S22°58'18"E
L8	148.50	S18°39'18"E
L9	15.32	N18°39'18"W
L10	187.43	N19°53'38"W

CURVE TABLE

CURVE LENGTH	RADIUS	DELTA	TANGENT	CHORD	DELTA CHORD
C1	338.74	278.00	147.44	174.89	581.57
C10	482.43	352.81	229.04	263.02	378.33
C11	66.37	339.00	133.71	40.34	574.92
C12	38.27	25.00	80.00	23.01	587.58

- CONDO COMMON ELEMENT
- PRIVATE ROADWAY
- CONSERVATION AREAS
- COMMON DRIVE
- LIMITED COMMON ELEMENT

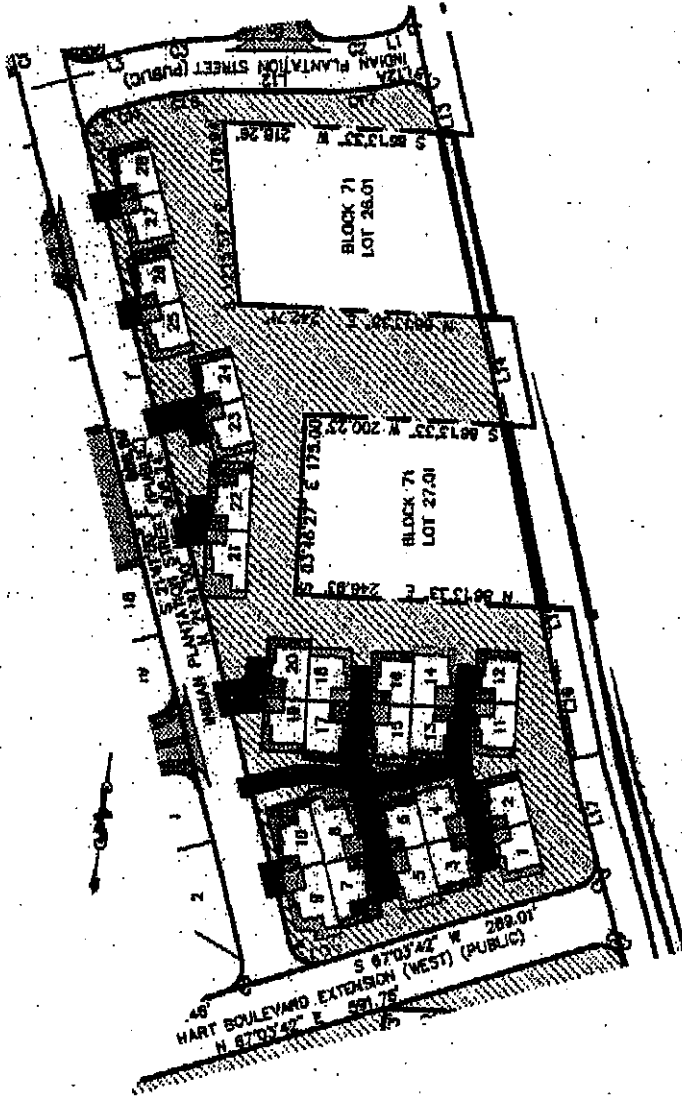
**FINAL MAP OF
FLEMINGTON FIELDS
CONDOMINIUMS
SHEET 1 OF 3**

DATE: 12/15/2003

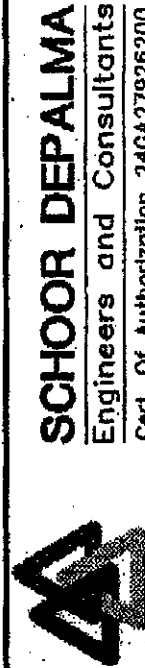


SCHOOR DEPALMA
Engineers and Consultants
Cert. Of Authorization 24GA27926200

MANALAPAN WHITE PLAINS ATLANTIC CITY BRICK CLINTON EXTONT KULPSVILLE
PARSIIPPANY PHILADELPHIA PHILIPPSBURG STAFFORD VOORHEES
ROUTE 31 SOUTH, P.O. BOX 5192, CLINTON NJ 08809
(TEL.) (908)735-7750 (FAX) (908)735-7746



FINAL MAP OF FLEMINGTON FIELDS CONDOMINIUMS
SHEET 2 OF 3



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MAMALAPAN WHITE PLAINS ATLANTIC CITY BRICK CLINTON EXTON KULPSVILLE
PARSPANY PHILADELPHIA PHILIPSBURG STAFFORD VOORHEES

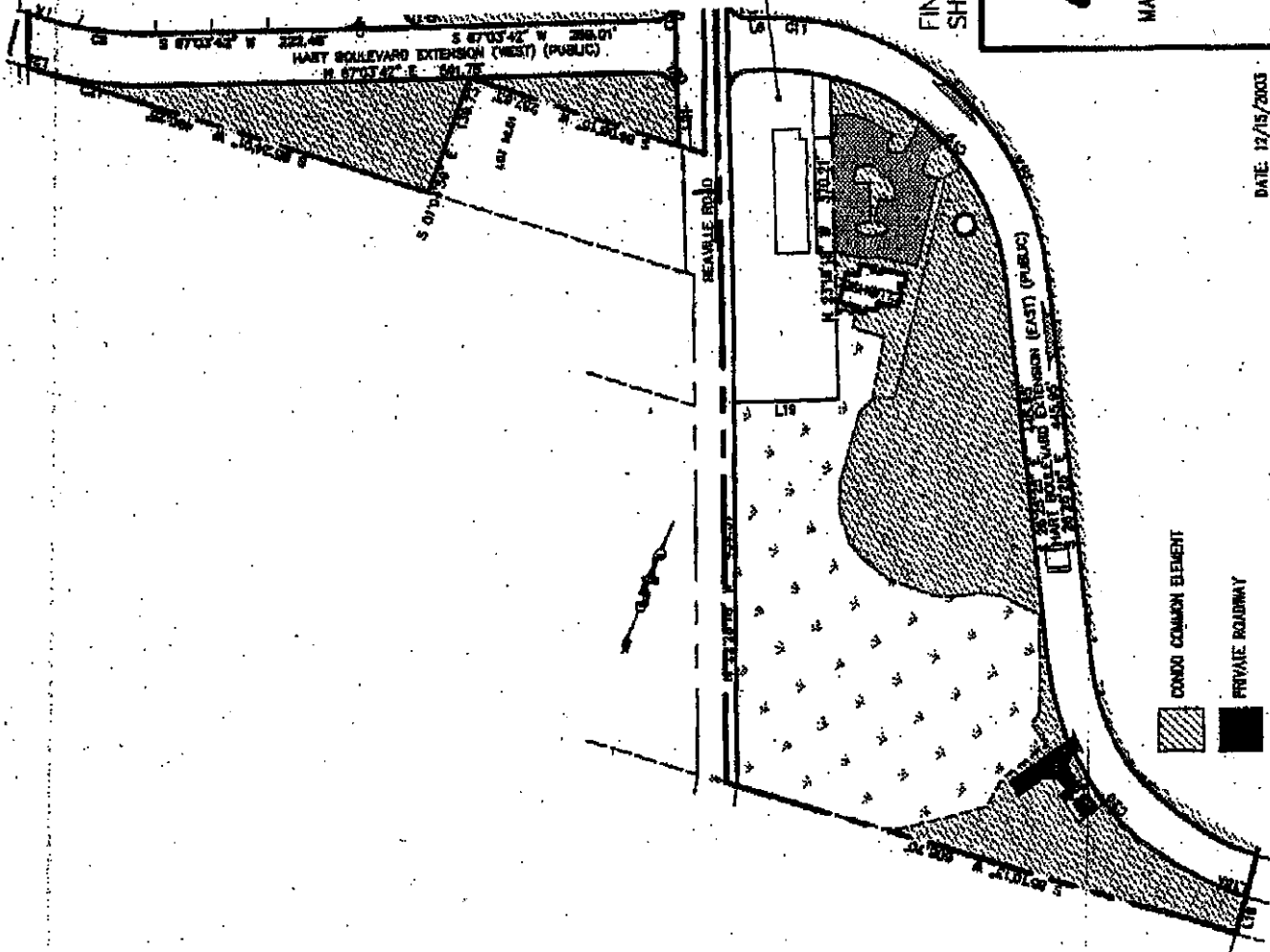
ROUTE 31 SOUTH, P.O. BOX 5192, CLINTON NJ 08809
(TEL.) (908)735-7750 (FAX) (908)735-7746

LINE TABLE		BEARINGS	
LINE	LENGTH	DELTA	BEARING
L11	44.76	S88°18'00"W	
L12	100.00	S84°09'43"W	
L12A	1.46	S70°08'22"W	
L13	30.68	S18°33'38"E	
L14	102.40	S19°33'38"E	
L15	30.68	S18°38'18"E	
L16	143.52	S18°38'18"E	
L17	62.11	S22°56'38"E	

CURVE TABLE		TANGENT		CHORD DR		CHORD	
CURVE	LENGTH	BEARINGS	DELTA	TANGENT	CHORD DR	CHORD	DR
C13	39.27	25.00	90°00'00"	25.00	N24°03'34"E	35.36	35.36
C14	39.27	25.00	81°15'18"	25.55	S87°18'39"E	35.74	35.74
C15	39.27	25.00	90°00'00"	25.00	S23°19'00"W	35.36	35.36
C16	76.05	25.00	15°30'12"	35.27	S78°14'31"W	79.53	79.53
C17	76.05	25.00	149°03'21"	40.07	N77°08'02"E	79.53	79.53
C18	39.27	25.00	90°00'00"	25.00	N84°13'38"W	35.36	35.36

-  CONDO COMMON ELEMENT
-  PRIVATE ROADWAY
-  CONSERVATION AREAS
-  COMMON DRIVE
-  LIMITED COMMON ELEMENT

DATE: 12/15/2003



PROPOSED REVISED DETAIL EXCEPTIONS TO BE
RETAINED BY THE SPONSOR

LINE	LENGTH	BEARING
L1	45.00	S 87° 03' 42" W
L2	118.00	S 87° 03' 42" W
L3	121.00	S 87° 03' 42" W
L4	14.18	S 87° 03' 42" W
L5	81.25	S 87° 03' 42" W

CURVE	LENGTH	BEARING	CHORD
C1	214.31	S 87° 03' 42" W	208.01
C2	376.20	S 87° 03' 42" W	355.98
C3	132.00	S 87° 03' 42" W	122.03
C4	30.12	S 87° 03' 42" W	28.80

FINAL MAP OF FLEMINGTON FIELDS CONDOMINIUMS
SHEET 3 OF 3



SCHOOR DEPALMA
Engineers and Consultants

Cart. Of Authorization 24GA27926200

MANALAPAN WHITE PLAINS ATLANTIC CITY BRICK CLINTON EXTON KULPSVILLE
PARSIPPANY PHILADELPHIA PHILIPSBURG STAFFORD VOORHEES

ROUTE 31 SOUTH, P.O. BOX 5192, CLINTON NJ 08809
(TEL.) (908)735-7750 (FAX) (908)735-7746

DATE: 12/15/2003

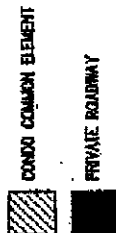


EXHIBIT B
LEGAL DESCRIPTION



SCHOOR DEPALMA
Engineers and Consultants

LEGAL DESCRIPTION OF

CONDOMINIUM GROUP 1

LOCATED IN LOT 26, BLOCK 71

TOWNSHIP OF RARITAN

HUNTERDON COUNTY, NEW JERSEY

Being all of that certain piece or parcel of ground situate in the Township of Raritan, County of Hunterdon and the State of New Jersey, being more particularly bound and described as follows:

BEGINNING at a point of intersection of the northern right of way line of Hart Boulevard Extension West (a sixty foot right of way) and the eastern right of way line of Indian Plantation Street (a fifty foot right of way). Thence, continuing along the eastern right of way line of Indian Plantation Street:

1. Along a curve to right having a radius of 25.00 feet, an arc length of 39.82 feet, a central angle of 91 degrees 15 minutes 18 seconds and whose chord bears North 67 degrees 18 minutes 39 seconds West 35.74 feet to a point. Thence;
2. North 21 degrees 41 minutes 00 seconds West 806.24 feet to a point. Thence;
3. Along a curve to the right having a radius of 25.00 feet, an arc length of 39.27 feet, a central angle of 90 degrees 00 minutes 00 seconds and whose chord bears North 23 degrees 19 minutes 00 seconds East 35.36 feet to a point. Thence;
4. North 68 degrees 19 minutes 00 seconds East 44.76 feet to a point. Thence;
5. Along a curve to the right having a radius of 275.00 feet, an arc length of 76.05 feet, a central angle of 15 degrees 50 minutes 43 seconds and whose chord bears North 76 degrees 14 minutes 21 seconds East 75.81 feet to a point. Thence;
6. North 84 degrees 09 minutes 43 seconds East 100.00 feet to a point. Thence;

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Condo 1
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Page 2

7. Along a curve to the left having a radius of 325.00 feet, an arc length of 79.73 feet, a central angle of 14 degrees 03 minutes 21 seconds and whose chord bears North 77 degrees 08 minutes 02 seconds East 79.53 feet to a point. Thence;
8. North 70 degrees 06 minutes 22 seconds East 1.46 feet to a point. Thence;
9. Along a curve to the right having a radius of 25.00 feet, an arc length of 39.27 feet, a central angle of 90 degrees 00 minutes 00 seconds and whose chord bears South 64 degrees 53 minutes 38 seconds East 35.36 feet to a point on the western right of way line of Reaville Road (of varying width). Thence;
10. South 19 degrees 53 minutes 38 seconds East 30.68 feet to a point at the common line with Block 71, Lot 26.01. Thence, continuing along Block 71, Lot 26.01;
11. South 86 degrees 13 minutes 33 seconds West 218.26 feet to a point. Thence;
12. South 12 degrees 15 minutes 57 seconds East 176.94 feet to a point. Thence;
13. North 86 degrees 13 minutes 33 seconds East 242.71 feet to a point on the western right of way line of Reaville Road. Thence, along the western right of way line of Reaville Road;
14. South 19 degrees 53 minutes 38 seconds East 107.40 feet to a point on the common line of Block 71, Lot 27.01. Thence, along Block 71, Lot 27.01;
15. South 86 degrees 13 minutes 33 seconds West 200.23 feet to a point. Thence;
16. South 03 degrees 46 minutes 27 seconds East 175.00 feet to a point. Thence;
17. North 86 degrees 13 minutes 33 seconds East 246.93 feet to a point on the western right of way line of Reaville Road. Thence, along the western right of way line of Reaville Road; Thence;
18. South 18 degrees 39 minutes 18 seconds East 20.69 feet to a point. Thence;
19. South 18 degrees 39 minutes 18 seconds East 145.52 feet to a point. Thence;



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20. South 22 degrees 56 minutes 18 seconds East 82.11 feet to a point on the northern right of way line of Hart Boulevard Extension West. Thence, along the northern right of way line of Hart Boulevard Extension West;
21. Along a curve to the right having a radius of 25.00 feet, an arc length of 39.27 feet, a central angle of 90 degrees 00 minutes 00 seconds and whose chord bears South 22 degrees 03 minutes 42 seconds West 35.36 feet to a point. Thence;
22. South 67 degrees 03 minutes 42 seconds West 269.01 feet **TO THE POINT AND PLACE OF BEGINNING.**

Being a parcel of land described herein as Lot 26, Block 71, in the Township of Raritan, Hunterdon County, New Jersey as shown on a certain map entitled, "Final Plat for Raritan Valley Developers, Block 71, Lots 26, 27 & 28 and Block 72, Lots 9 & 10, Township of Raritan, Hunterdon County, New Jersey", Sheet 7 of 8, prepared by Brokaw FG, now Schoor DePalma, Inc., dated December 7, 2001 and filed as Plan #8418925.

All bearings being in accordance with filed map no. 901 recorded in the Hunterdon County Clerk's Office. The tract or parcel contains a calculated area of 4.50-acres (196,018 square feet) of land, more or less, as calculated by Michael J. Cannoni, PLS New Jersey License No. 42555 for Schoor DePalma, Inc.

Michael J. Cannoni
Professional Land Surveyor
NJ License No. 42555

MC/dh N:\project\private\private 01\01201a (507)\01201h\m&b.cond.1.doc



SCHOOR DEPALMA
Engineers and Consultants

LEGAL DESCRIPTION OF

CONDOMINIUM GROUP 2

LOCATED IN LOT 3, BLOCK 72

TOWNSHIP OF RARITAN

HUNTERDON COUNTY, NEW JERSEY

Being all of that certain piece or parcel of ground situate in the Township of Raritan, County of Hunterdon and the State of New Jersey, being more particularly bound and described as follows:

BEGINNING at a point at the common corner of Block 72, Lots 3 and 7 with lands now or formerly of New Jersey Power & Light Company. Thence, continuing along lands now or formerly of New Jersey Power & Light Company:

1. South 07 degrees 02 minutes 43 seconds East 1,704.18 feet to a point on the northern right of way line of Hart Boulevard Extension East (a right of way of varying width). Thence, continuing along the northern right of way line of Hart Boulevard Extension East, the following seven (7) courses and distances:
2. Along a curve to the right having a radius of 275.00 feet, an arc length of 318.74 feet, a central angle of 66 degrees 24 minutes 35 seconds and whose chord bears North 61 degrees 37 minutes 42 seconds West 301.20 feet to a point. Thence;
3. North 28 degrees 25 minutes 25 seconds West 445.95 feet to a point. Thence;
4. Along a curve to the left having a radius of 332.61 feet, an arc length of 402.43 feet, a central angle of 69 degrees 19 minutes 26 seconds and whose chord bears North 63 degrees 05 minutes 08 seconds West 378.33 feet to a point. Thence;
5. Along a curve to the left having a radius of 330.00 feet, an arc length of 80.37 feet, a central angle of 13 degrees 57 minutes 16 seconds and whose chord bears South 74 degrees 02 minutes 20 seconds West 80.17 feet to a point. Thence;
6. South 67 degrees 03 minutes 42 seconds West 21.93 feet to a point. Thence;

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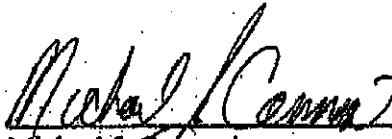
7. Along a curve to the right having a radius of 25.00 feet, an arc length of 39.27 feet, a central angle of 90 degrees 00 minutes 00 seconds and whose chord bears South 67 degrees 56 minutes 18 seconds West 35.36 feet to a point. Thence;
8. North 22 degrees 56 minutes 18 seconds West 79.87 feet to a point on the eastern right of way line of Reaville Road (of varying width). Thence, continuing along the eastern right of way line of Reaville Road;
9. North 18 degrees 39 minutes 18 seconds West 146.50 feet to a point on the common line of Block 72, Lot 9.01. Thence, continuing along the same;
10. North 71 degrees 20 minutes 42 seconds East 225.00 feet to a point. Thence;
11. North 18 degrees 39 minutes 18 seconds West 175.00 feet to a point. Thence;
12. South 71 degrees 20 minutes 42 seconds West 225.00 feet to a point on the eastern right of way line of Reaville Road. Thence, continuing along the eastern right of way line of Reaville Road;
13. North 18 degrees 39 minutes 18 seconds West 15.32 feet to a point. Thence;
14. North 19 degrees 53 minutes 38 seconds West 167.43 feet to a point on the common line of Block 72, Lot 8. Thence, continuing along the same;
15. North 75 degrees 12 minutes 42 seconds East 236.88 feet to a point. Thence;
16. North 19 degrees 53 minutes 38 seconds West 200.00 feet to a point on the common line of Block 72, Lot 7. Thence, continuing along the same;
17. North 75 degrees 12 minutes 42 seconds East 796.92 feet **TO THE POINT AND PLACE OF BEGINNING.**

Being a parcel of land described herein as Lot 3, Block 72, in the Township of Raritan, Hunterdon County, New Jersey as shown on a certain map entitled, "Final Plat for Raritan Valley Developers, Block 71, Lots 26, 27 & 28 and Block 72, Lots 9 & 10, Township of Raritan, Hunterdon County, New Jersey", Sheet 7 of 8, prepared by Brokaw FG, now Schoor DePalma, Inc., dated December 7, 2001 and filed as Plan #8418925.



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December 15, 2003
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All bearings being in accordance with filed map no. 901 as recorded in the Hunterdon County Clerk's Office. The tract or parcel contains a calculated area of 22.349-acres (973,541 square feet) of land, more or less, as calculated by Michael J. Cannoni, PLS New Jersey License No. 42555 for Schoor DePalma, Inc.



Michael J. Cannoni
Professional Land Surveyor
NJ License No. 42555

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SCHOOR DEPALMA
Engineers and Consultants

LEGAL DESCRIPTION OF
CONDOMINIUM GROUP 3
LOCATED IN LOTS 1 AND 2, BLOCK 72
TOWNSHIP OF RARITAN
HUNTERDON COUNTY, NEW JERSEY

Being all of that certain piece or parcel of ground situate in the Township of Raritan, County of Hunterdon and the State of New Jersey, being more particularly bound and described as follows:

BEGINNING at a common corner of Block 72, Lots 2 and 10 at the eastern right of way line of Reaville Road (of varying width). Thence, continuing along the eastern right of way line of Reaville Road:

1. North 22 degrees 28 minutes 18 seconds West 439.37 feet to a point on the common line of Block 72, Lot 1. Thence, continuing along the same;
2. North 66 degrees 43 minutes 42 seconds East 121.98 feet to a point. Thence;
3. North 23 degrees 16 minutes 18 seconds West 370.21 feet to a point southern right of way line of Hart Boulevard Extension East (a right of way of varying width). Thence, continuing along the southern right of way line of Hart Boulevard Extension East, the following four (4) courses and distances:
4. Along a curve to the right having a radius of 267.64 feet, an arc length of 328.19 feet, a central angle of 70 degrees 15 minutes 28 seconds and whose chord bears South 63 degrees 33 minutes 09 seconds East 308.01 feet to a point. Thence;
5. South 28 degrees 25 minutes 25 seconds East 445.95 feet to a point. Thence;
6. Along a curve to the left having a radius of 325.00 feet, an arc length of 376.70 feet, a central angle of 66 degrees 24 minutes 35 seconds and whose chord bears South 61 degrees 37 minutes 42 seconds East 355.96 feet to a point. Thence;

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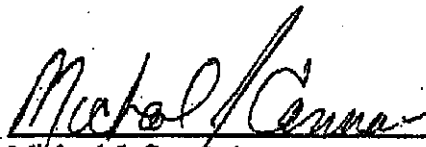


E01201
M&B's Description
Cond.3
December 15, 2003
Page 2

7. North 85 degrees 10 minutes 00 seconds East 1.93 feet to a point on a common line with lands now or formerly of New Jersey Power & Light Company. Thence, continuing along lands now or formerly of New Jersey Power & Light Company:
8. South 07 degrees 02 minutes 43 seconds East 45.03 feet to a point on a common line with Block 72, Lot 10. Thence, along Block 72, Lot 10:
9. South 85 degrees 10 minutes 13 seconds West 608.70 feet to **THE POINT AND PLACE-OF BEGINNING.**

Being portions of parcels of land described herein as Lots 1 and 2; Block 72, in the Township of Raritan, Hunterdon County, New Jersey as shown on a certain map entitled, "Final Plat for Raritan Valley Developers, Block 71, Lots 26, 27 & 28 and Block 72, Lots 9 & 10, Township of Raritan, Hunterdon County, New Jersey", Sheet 7 of 8, prepared by Brokaw FG, now Schoor DePalma, Inc., dated December 7, 2001 and filed as Plan #8418925.

All bearings being in accordance with filed map no. 901 recorded in the Hunterdon County Clerk's Office. The tract or parcel contains a calculated area of 5.96 acres (259,717 square feet) of land, more or less, as calculated by Michael J. Cannoni, PLS New Jersey License No. 42555 for Schoor DePalma, Inc.


Michael J. Cannoni
Professional Land Surveyor
NJ License No. 42555

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SCHOOR DEPALMA
Engineers and Consultants

LEGAL DESCRIPTION OF

CONDOMINIUM GROUP 4

LOCATED IN LOTS 88 AND 89, BLOCK 71

TOWNSHIP OF RARITAN

HUNTERDON COUNTY, NEW JERSEY

Being all of that certain piece or parcel of ground situate in the Township of Raritan, County of Hunterdon and the State of New Jersey, being more particularly bound and described as follows:

BEGINNING common corner of Block 71, Lots 28.01, 29, 88 and 89, thence by a common line with Lot 28.01:

1. North 01 degrees 04 minutes 59 seconds West 139.73 feet to a point to a point on the southern right of way line of Hart Boulevard Extension East (a sixty foot right of way). Thence, continuing along Block 71, Lot 28.01:
2. North 86 degrees 08 minutes 15 seconds East 257.83 feet to a point on the western right of way line of Reaville Road (of varying width). Thence, along the same:
3. North 23 degrees 16 minutes 18 seconds West 59.41 feet to a point at the southern right of way line of Hart Boulevard Extension. Thence continuing along the southern right of way line of Hart Boulevard Extension:
4. Along a curve to the left having a radius of 25.00 feet, an arc length of 39.12 feet, a central angle of 89 degrees 40 minutes 00 seconds and whose chord bears North 68 degrees 06 minutes 18 seconds West 35.25 feet to a point. Thence;
5. South 67 degrees 03 minutes 42 seconds West 591.75 feet to a point. Thence;
6. Along a curve to the right having a radius of 430.00 feet, an arc length of 132.55 feet, a central angle of 17 degrees 39 minutes 44 seconds and whose chord bears South 75 degrees 53 minutes 34 seconds West 132.03 feet to a point. Thence;
7. South 84 degrees 43 minutes 26 seconds West 14.15 feet to a point on a common corner with Block 71, Lot 29. Thence, along Block 71, Lot 29:

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Condo 4
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Page 2

8. North 85 degrees 24 minutes 01 seconds East 490.25 feet TO THE POINT AND PLACE OF BEGINNING.

Being a parcel of land described herein as Lots 88 and 89, Block 71, in the Township of Raritan, Hunterdon County, New Jersey as shown on a certain map entitled, "Final Plat for Raritan Valley Developers, Block 71, Lots 26, 27 & 28 and Block 72, Lots 9 & 10, Township of Raritan, Hunterdon County, New Jersey", Sheet 7 of 8, prepared by Brokaw FG, now Schoor DePalma, Inc., dated December 7, 2001 and filed as Plan #84-18925.

All bearings being in accordance with filed map no. 901 recorded in the Hunterdon County Clerk's Office. The tract or parcel contains a calculated area of 0.90-acres (39,121 square feet) of land, more or less, as calculated by Michael J. Cannoni, PLS New Jersey License No. 42555 for Schoor DePalma, Inc.

Michael J. Cannoni
Professional Land Surveyor
NJ License No. 42555

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EXHIBIT B-1

UNIT DESIGNATIONS

DEVELOPMENT NAME: Flemington Fields

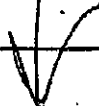
BASE: _____ SECTION: _____

MOTHER LOT: 71 / 26, 27 & 28

72 / 9 & 10

C 000

BLOCK	LOT	Unit #	STREET NAME	AREA
71	26	1	INDIAN PLANTATION STREET	
		2		
		3		
		4		
		5		
		6		
		7		
		8		
		9		
		10		
		11		
		12		
		13		
		14		
		15		
		16		
		17		
		18		
		19		
		20		
		21		
		22		
		23		



COPY

DEVELOPMENT NAME: Flemington Fields

PHASE: _____ SECTION: _____ MOTHER LOT: _____

COPY

C000

BLOCK	LOT	#	STREET NAME	AREA
72	3	1	Joseph Drive	
		2	" "	
		3	" "	
		4	" "	
		5	" "	
		6	" "	
		7	" "	
		8	" "	
		9	" "	
		10	" "	
		11	Hart Boulevard	
		12	" "	
		13	" "	
		14	" "	
		15	" "	
		16	Suzanne Drive	
		17	Hart Boulevard	
		18	Suzanne Drive	
		19	Hart Boulevard	
		20	" "	
		21	Suzanne Drive	
		22	" "	
		23	" "	

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DEVELOPMENT NAME: Flamington Fields

BASE: _____ SECTION: _____ MOTHER LOT: _____

BLOCK	LOT	#	STREET NAME	AREA
72	3	24	Suzanne Drive	
		25	Samson Drive	
		26	" "	
		27	Joseph Drive	
		28	" "	
		29	David Drive	
		30	" "	
		31	" "	
		32	" "	
		33	Samson Drive	
		34	" "	
		35	Joseph Drive	
		36	" "	
		37	David Drive	
		38	" "	
		39	" "	
		40	" "	
		41	Samson Drive	
		42	" "	
		43	Joseph Drive	
		44	" "	
		45	David Drive	
		46	" "	

orig doc/Laura street listing.doc

DEVELOPMENT NAME: Flemington Fields

BASE: _____ SECTION: _____ MOTHER LOT: _____

BLOCK	LOT	#	STREET NAME	AREA
72	3	47	David Drive	
		48	" "	
		49	Samson Drive	
		50	" "	
		51	Joseph Drive	
		52	" "	
		53	Samson Drive	
		54	" "	
		55	" "	
		56	" "	
		57	" "	
		58	Joseph Drive	
		59	Samson Drive	
		60	Joseph Drive	
		61	" "	
		62	" "	
		63	" "	
		64	" "	
		65	" "	
		66	" "	
		67	" "	
		68	Samson Drive	
		69	" "	

my GeoLayers Street Listing.doc

DEVELOPMENT NAME: Flemington Fields
 BASE: _____ SECTION: _____ MOTHER LOT: _____

BLOCK	LOT	#	STREET NAME	AREA
72	3	70	Samsow Drive	
		71	" "	
		72	" "	
		73	" "	
		74	" "	
		75	" "	
		76	" "	
		77	" "	
		78	" "	
		79	" "	
		80	" "	
		81	" "	
		82	" "	
		83	" "	
		84	" "	
		85	" "	
		86	" "	
		87	David Drive	
		88	" "	
		89	" "	
		90	" "	
		91	" "	
		92	" "	

City of Loudoun Street Mapping

DEVELOPMENT NAME: Flemington Fields
 CASE: _____ SECTION: _____ MOTHER LOT: _____

BLOCK	LOT	#	STREET NAME	AREA
72	3	93	Samson Drive	
		94	" "	
		95	David Drive	
		96	" "	
		97	" "	
		98	" "	
		99	" "	
		100	" "	
		101	" "	
		102	Samson Drive	
		103	David Drive	
		104	Samson Drive	
		105	" "	
		106	" "	
		107	" "	
		108	" "	
		109	" "	
		110	" "	
		111	Hart Boulevard	
		112	" "	
		113	" "	
		114	" "	

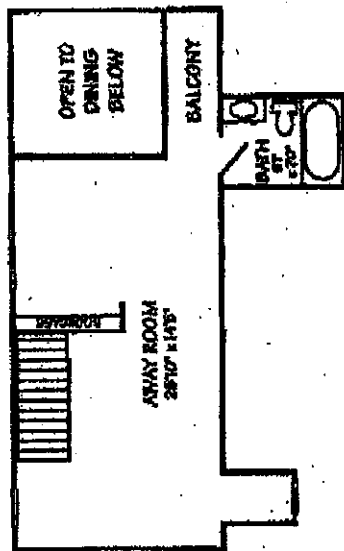
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EXHIBIT B-2
UNIT DIMENSIONS, AREAS AND PLANS

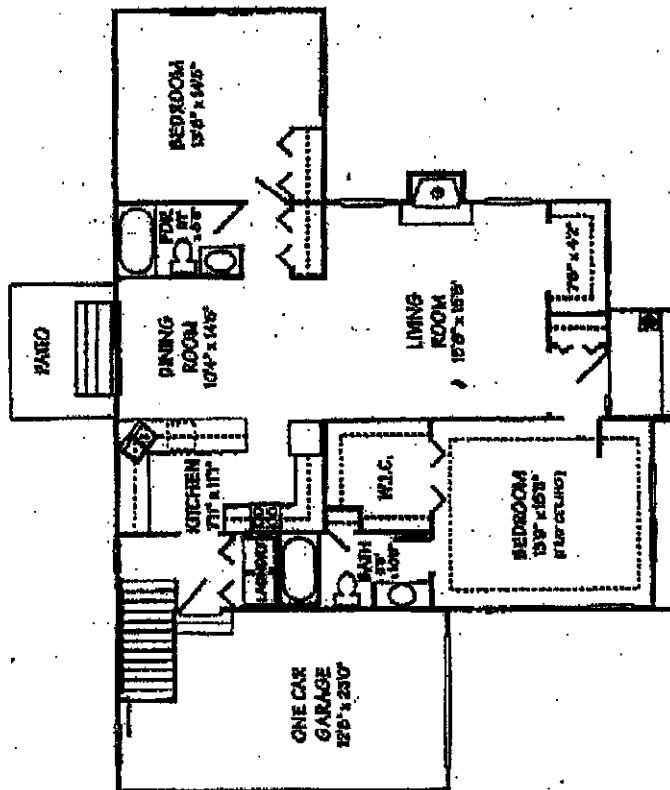
❖ DUET BUTTERCUP I ❖

2 Bedrooms plus Guest Room • 3 Baths • One Car Garage • Approx. 1,750 Square Feet

SECOND FLOOR



FIRST FLOOR

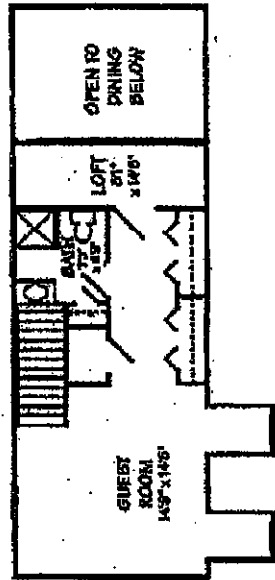


Elevation Details, floor plan and dimensions are subject to field verification. We reserve the right to make modifications in design, layout and product without notice or obligation.

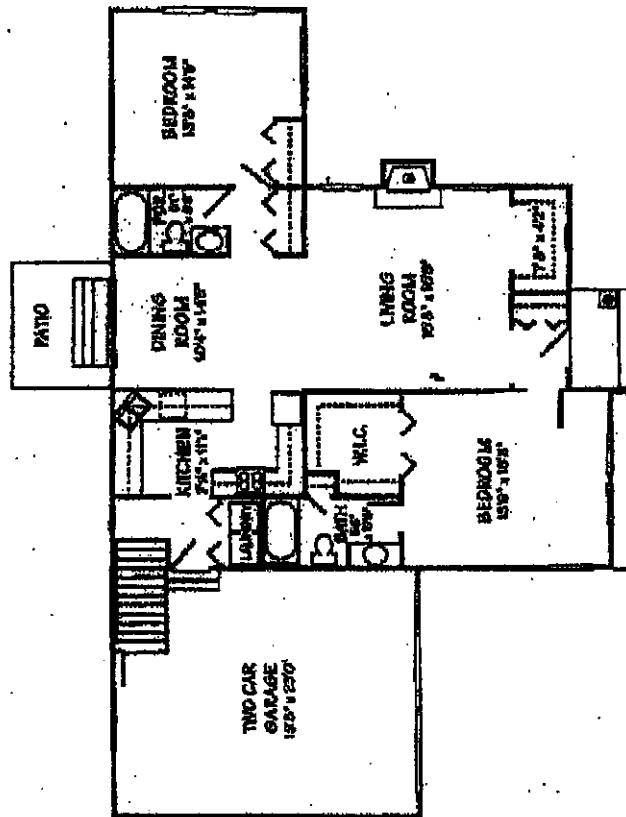
❖ DUET BUTTERCUP II ❖

2 Bedrooms plus Guest Room • 3 Baths • Two Car Garage • Approx. 1,880 Square Feet

SECOND FLOOR



FIRST FLOOR

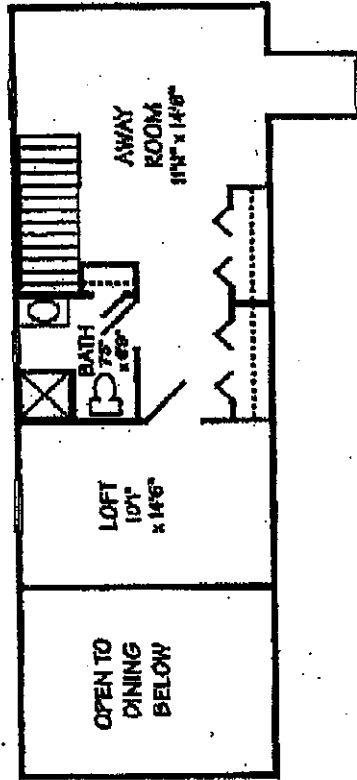


Elevenor Details, floor plan and dimensions are subject to field verification. We reserve the right to make modifications in design, terms and product without notice or obligation.

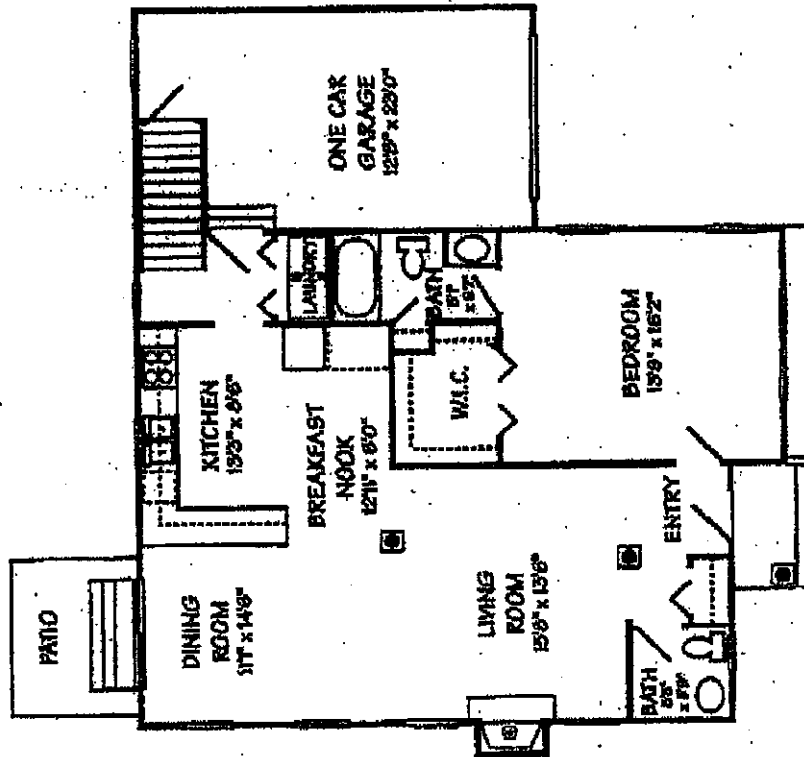
❖ DUEET DAISY I ❖

1 Bedroom plus Guest Room • 2 1/2 Baths • One Car Garage • Approx. 1,620 Square Feet

SECOND FLOOR



FIRST FLOOR

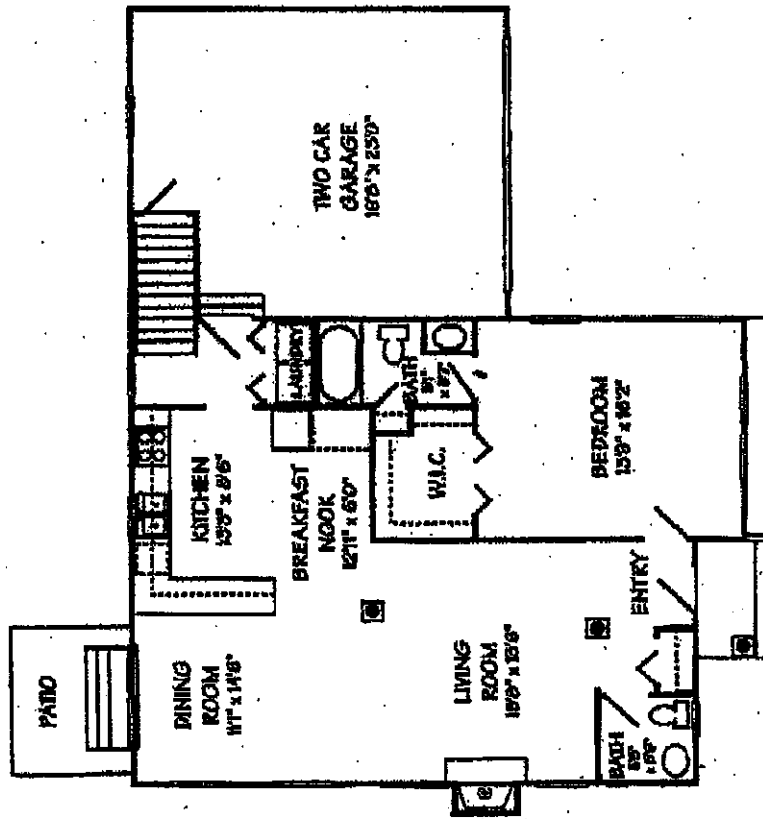


Elevation Details, floor plan and dimensions are subject to field variation. We reserve the right to make modifications in design, terms and products without notice or obligation.

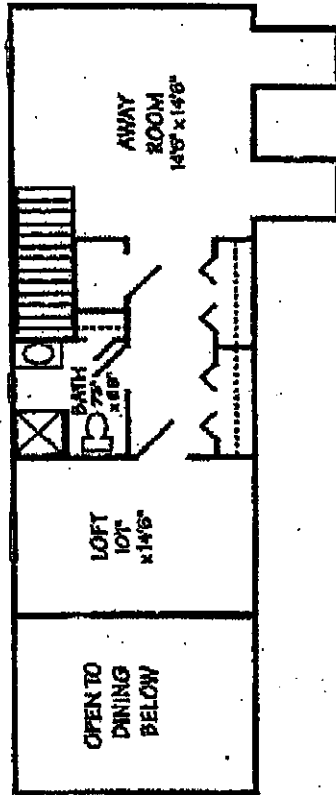
❖ DUET DAISY II ❖

1 Bedroom plus Guest Room • 2 1/2 Baths • Two Car Garage • Approx. 1,750 Square Feet

FIRST FLOOR



SECOND FLOOR

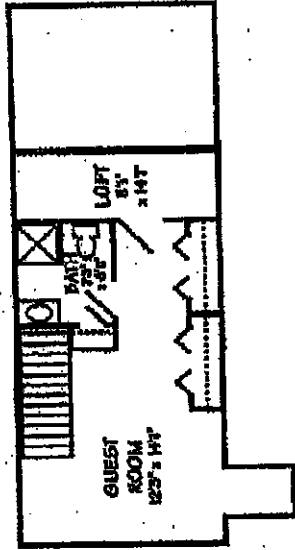


Elevation Duet, floor plans and dimensions are subject to field variation. We reserve the right to make modifications in design, terms and products without notice or obligation.

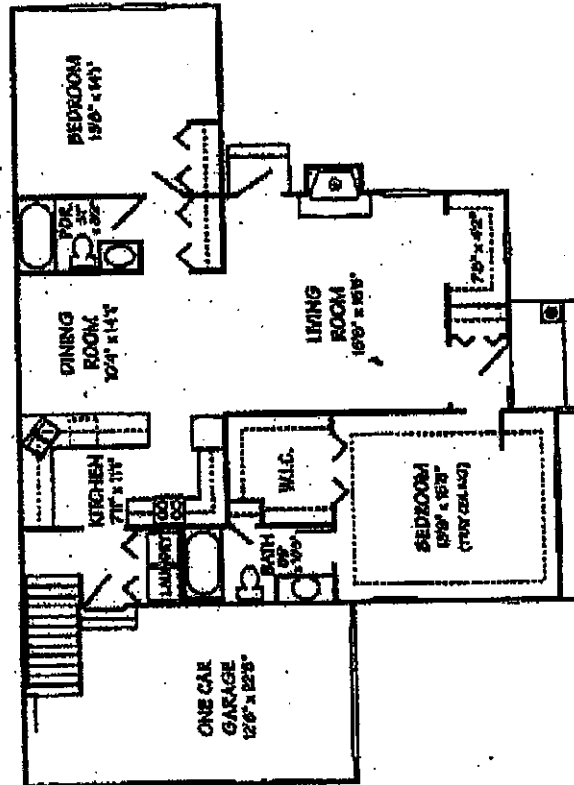
❖ QUARTET BUTTERCUP I ❖

2 Bedrooms plus Guest Room • 3 Baths • One Car Garage • Approx. 1,740 Square Feet

SECOND FLOOR



FIRST FLOOR

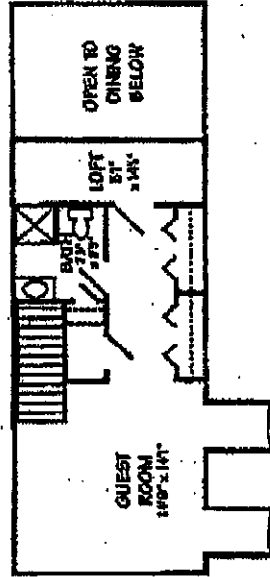


Elevation, Details, floor plan and dimensions are subject to field verification. We reserve the right to make modifications in design, terms and products without notice or obligation.

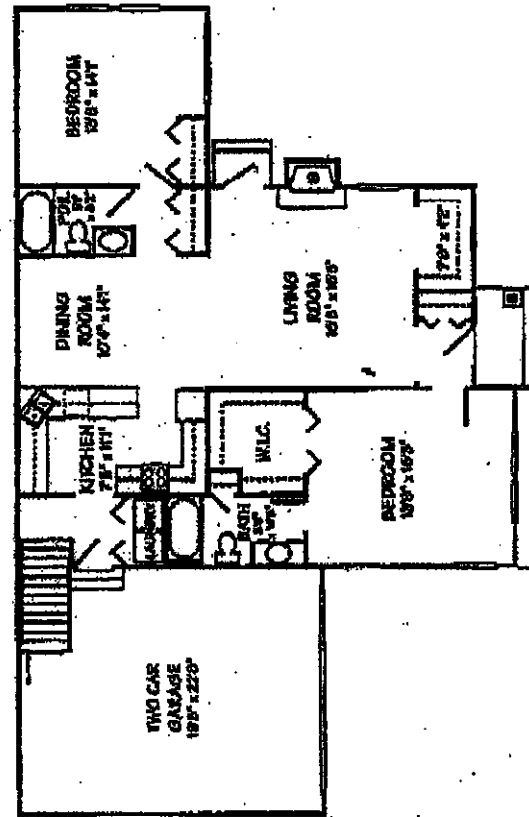
❖ QUARTET BUTTERCUP II ❖

2 Bedrooms plus Guest Room • 3 Baths • Two Car Garage • Approx. 1,850 Square Feet

SECOND FLOOR



FIRST FLOOR

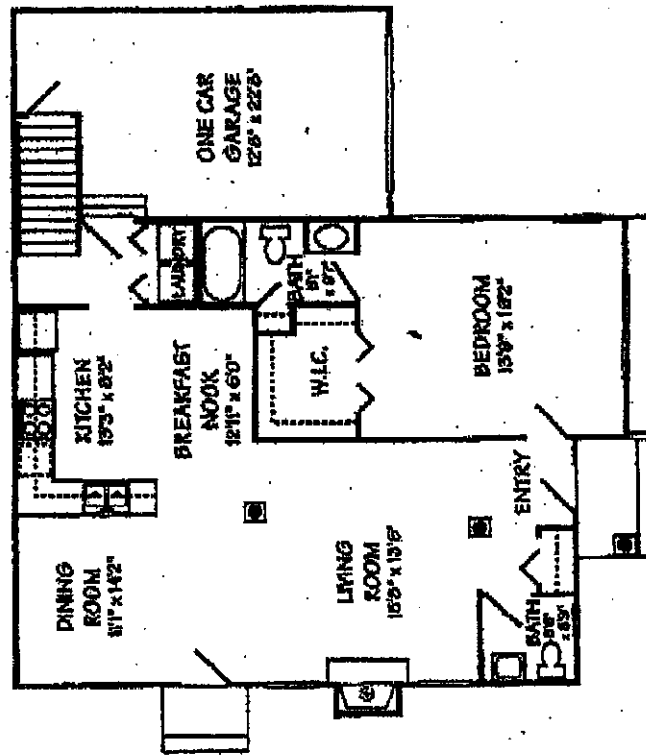


Elevation Details, floor plans and dimensions are subject to field verification. We reserve the right to make modifications in design, names and products without notice or obligation.

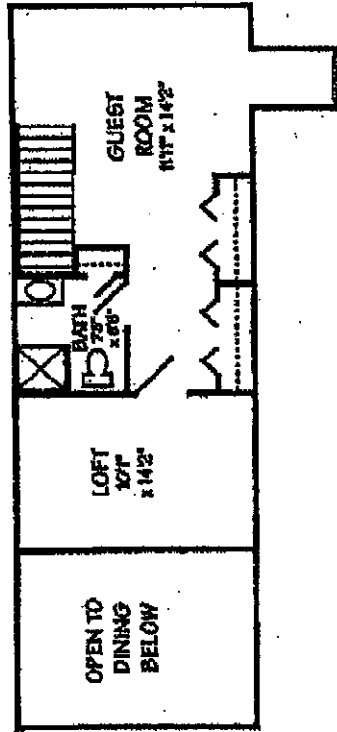
❖ QUARTET DAISY I ❖

1 Bedroom plus Guest Room • 2 1/2 Baths • One Car Garage • Approx. 1,620 Square Feet

FIRST FLOOR



SECOND FLOOR

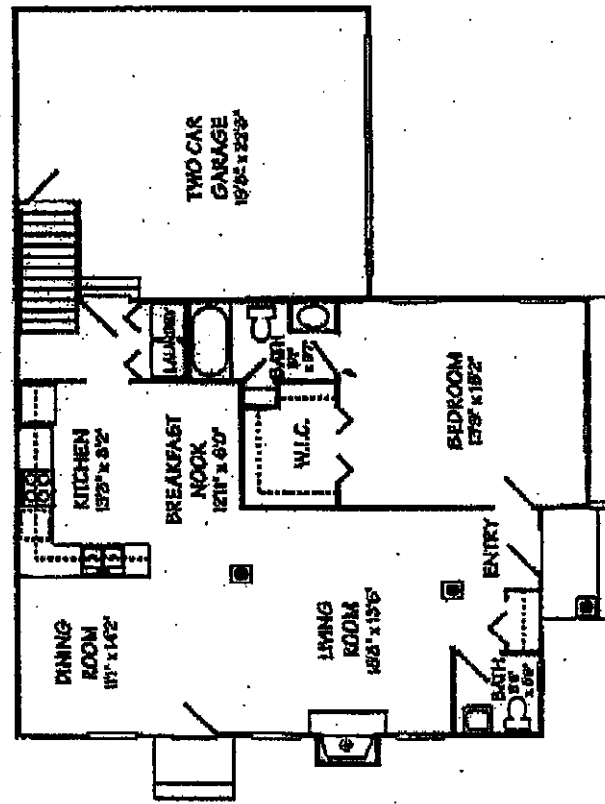


Location, Details, Accorplan and dimensions are subject to field verifiation. We reserve the right to make modifications in design, items and quantities without notice or obligation.

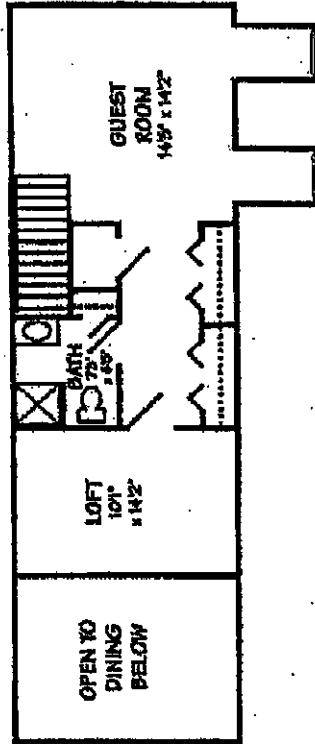
❖ QUARTET DAISY II ❖

1 Bedroom plus Guest Room • 2 1/2 Baths • Two Car Garage • Approx. 1,720 Square Feet

FIRST FLOOR



SECOND FLOOR



Evolution Dwell, floor plan and dimensions are subject to field variation. We reserve the right to make modifications in design, amount and materials without notice or obligation.

EXHIBIT C

CERTIFICATE OF INCORPORATION OF
FLEMINGTON FIELDS CONDOMINIUM ASSOCIATION, INC.