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DECLARATION OF COVENANTS
AND

RESTRICTIONS - WHITING VILLAGE AT CRESTWOOD - SECTION 70

Dated: September 6, 1977

Prepared by: Wendell A. Smith, Esq.

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Wendell A. Smith

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DECLARATION OF COVENANTS
AND
RESTRICTIONS - WHITING VILLAGE AT CRESTWOOD - SECTION 70

THIS DECLARATION, made the 6th day of September, 1977,
by CRESTWOOD VILLAGE, INC., a New Jersey corporation, having its
principal office at P. O. Box 166, Whiting, New Jersey, hereinafter
called "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the fee simple title
to approximately 247.74 acres located in the Township of Manchester,
County of Ocean and State of New Jersey, known and designated as
Whiting Village at Crestwood and upon which it has or intends to
develop a residential community for senior citizens and is intended
to ultimately contain from 1200 to 1300 single family Homes to be
located in one of several subdivisions now or hereafter to be
established; and

WHEREAS, the Declarant intends to construct 263 individual
Homes together with certain roads, driveways and other improvements
upon the lands described in Exhibit A attached hereto and made a
part hereof, and as shown on a subdivision plat which is entitled
"Final Map of Crestwood Village VII, Section 70", dated February,
1977, and prepared by Fellows, Read & Weber, Inc., which subdivision

plat is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, Declarant desires to provide for the preservation and maintenance of said Homes the other lands and improvements within the Property, and to this end, desires to subject all of the Property hereinafter described to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are hereby declared to be for the benefit of said Property and each and every Owner of any and all portions thereof; and

WHEREAS, Declarant has deemed it advisable to create an agency to which shall be delegated and assigned the power and authority to maintain the exterior of said Homes and the other lands and improvements within the Property, to administer and enforce the covenants and restrictions governing the Property, to collect and disburse all assessments and charges necessary for such maintenance, administration and enforcement, to operate and maintain all recreational and clubhouse facilities within Whiting Village at Crestwood, and to perform such other services as may be required to benefit its residents all as hereinafter provided; and

WHEREAS, Declarant has caused to be incorporated under the laws of the State of New Jersey, a non-profit corporation known and designated as WHITING VILLAGE AT CRESTWOOD COMMUNITY ASSOCIATION (hereinafter "Community Association") as the agency to perform the functions aforesaid, all of which are hereinafter more fully set forth; and

which subdivision plat is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, Declarant desires to provide for the preservation and maintenance of said Homes the other lands and improvements within the Property, and to this end, desires to subject all of the Property hereinafter described to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are hereby declared to be for the benefit of said Property and each and every Owner of any and all portions thereof; and

WHEREAS, Declarant has deemed it advisable to create an agency to which shall be delegated and assigned the power and authority to maintain the exterior of said Homes and the other lands and improvements within the Property, to administer and enforce the covenants and restrictions governing the Property, to collect and disburse all assessments and charges necessary for such maintenance, administration, and enforcement, to operate and maintain all recreational and clubhouse facilities within Whiting Village at Crestwood, and to perform such other services as may be required to benefit its residents all as hereinafter provided; and

WHEREAS, Declarant has caused to be incorporated under the laws of the State of New Jersey, a non-profit corporation known and designated as WHITING VILLAGE AT CRESTWOOD COMMUNITY ASSOCIATION (hereinafter "Community Association") as the agency to perform the functions aforesaid, all of which are hereinafter more fully set forth; and

WHEREAS, the Declarant has constructed or intends to construct a clubhouse and certain other recreational facilities to be located within portions of Whiting Village at Crestwood other than the lands described in Exhibit A aforesaid and to convey title to same to the Community Association, together with all Common Property now or hereafter subject to this Declaration.

NOW, THEREFORE, Declarant declares that the Property is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, obligations, and liens hereinafter set forth in this Declaration.

ARTICLE I

Definitions

Section 1. The following words and terms, when used in this Declaration or any Supplemental Declaration (unless the context clearly shall indicate otherwise), the Certificate of Incorporation or the By-Laws of the Community Association, shall have the following meanings:

(a) "Certificate of Incorporation" shall mean and refer to the Certificate of Incorporation of WHITING VILLAGE AT CRESTWOOD COMMUNITY ASSOCIATION dated June 28, 1977; a copy of which is attached hereto and made a part hereof as Exhibit C together with all future amendments thereto.

(b) "Board" or "Board of Governors" shall mean and refer to the Board of Governors of the Community Association.

(c) "By-Laws" shall mean and refer to the By-Laws of the Community Association, a copy of which is attached hereto and made a

part hereof as Exhibit D, together with all future amendments thereto.

(d) "Common Property" shall mean all those non-building Lots and roadways which are shown on any recorded final subdivision map for and located within any portion of the Property, together with all improvements thereto or facilities thereon, or any other real or personal property owned by the Community Association (or utilized exclusively by its members).

(e) "Community Association" shall mean and refer to the WHITING VILLAGE AT CRESTWOOD COMMUNITY ASSOCIATION, a New Jersey non-profit corporation, its successors and assigns.

(f) "Declarant" shall mean and refer to Crestwood Village, Inc., a New Jersey corporation, its successors and assigns.

(g) "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions together with all future amendments or supplements thereto.

(h) "Home" shall mean and refer to any residential dwelling unit and the Lot upon which same is located.

(i) "Lot" shall mean and refer to any building or non-building Lot shown on any approved final subdivision plat of any portion of the Property which is now or hereafter subject to this Declaration.

(j) "Member" shall mean and refer to all those Home Owners who are members of the Community Association as provided in Article V of the Certificate of Incorporation.

(k) "Owner", "Home Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities,

of the fee simple title to any Home.

(1) "Property" shall mean and refer to those real property premises described in Exhibit A attached to this Declaration together with any lands or premises which may hereafter be lawfully subjected to the provisions of this Declaration pursuant to Section 4 of Article VI hereof or otherwise.

ARTICLE II

Property Subject to This Declaration

The Property, including every Home, Lot and all Common Property now or hereafter established, is, and shall be, held, transferred, sold, conveyed, leased and occupied, subject to this Declaration and all Exhibits hereto.

ARTICLE III

Property Rights in the Common Property

Section 1. Home Owner's Easement of Enjoyment. Subject to the provisions of this Declaration, the Certificate of Incorporation, By-Laws and the rules and regulations of the Community Association, every Home Owner shall have a right and easement of enjoyment in and to the Common Property and such easement shall be appurtenant to and shall pass with the title to every Home.

Section 2. Title to Common Property. Declarant may retain the legal title to the Common Property until such time as it has completed initial improvements thereon and until such time as, in the judgment of the Declarant, the Community Association is able to maintain same. Declarant, however, notwithstanding any provision to the contrary

herein, hereby covenants for itself, its successors and assigns, that it shall convey to the Community Association all of the Common Property not later than December 31, 1982.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following easements.

(a) Every Home Owner shall have a perpetual and non-exclusive easement in, over and through the Common Property and to use the roads, walks and other common facilities therein, subject to the right of the Community Association to: (i) promulgate reasonable rules and regulations for the use thereof; or (ii) suspend voting rights for any infraction of the published rules and regulations or for failure to pay any assessment for maintenance fees when due. When any Home or other dwelling unit is not owner occupied, such easement shall be solely for the benefit of the permanent occupants thereof, and their guests, and not the owner or his invitees.

(b) Every Home Owner shall also have:

(1) A non-exclusive easement for ingress and egress to his Home or garage appurtenant thereto in, upon, under, over, across and through (i) the common driveways and walkways or (ii) the Common Property owned by the Community Association, all as may be reasonably required for such ingress and egress.

(2) An easement in common with the owners of all other Homes to use all pipes, wires, ducts, cables, conduits, public utility lines and other common facilities located on any of the other Homes and serving his Home. Each Home shall be subject to an easement in favor of the owners of all other Homes to use the pipes, ducts, cables, wires, conduits, public utility lines and other common facilities serving such other Home and located in such Home. The Community Association or its representative shall have the right of access to each Home to inspect same in order to correct any conditions threatening another Home or violating any provision set forth in this Declaration, the By-Laws or in any regulations promulgated by the Community Association, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Home Owner. In case of an

emergency, such right of entry shall be immediate, whether the Home Owner is present at the time or not.

(c) The Declarant, its successors and assigns shall have and enjoy the following easements:

(1) A blanket and non-exclusive easement in, upon, over, under, through and across the Common Property for as long as the said Declarant, its successors and assigns, shall be engaged in the construction, development and sale of Homes within Whiting Village at Crestwood, which easement shall be for the purpose of construction, installation, maintenance and repair of existing and future buildings and appurtenances thereto, whether located upon the Property or elsewhere within Whiting Village at Crestwood, for ingress and egress to all Lots and for the use of all roadways, parking areas, walkways, existing and future model Homes for sales promotion and exhibition. In addition, Declarant, hereby reserves the irrevocable right to enter into, upon, over or under any Home for a period of three (3) years after the date of delivery of the Deed for such purposes as may be reasonably necessary for the Declarant or its agents to complete Whiting Village at Crestwood or service any Home therein, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Home Owners. In case of an emergency, such right of entry shall be immediate whether the Home Owner is present at the time or not.

(2) A blanket perpetual and non-exclusive easement in, upon, over, under, across and through the Property for the purpose of installation, maintenance, repair and replacement of all sewer, water, power and telephone, pipes, lines, mains, conduits, waters, poles, transformers, master television antenna facilities and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility systems serving the Property. Should any governmental agency or utility company furnishing one of the foregoing services hereafter request a specific easement by a separate recordable instrument in connection with the furnishing of any such service, the Board of Governors of the Community Association shall have the right to grant such easement provided that it does not materially impair the rights of any Home Owner.

(d) The Township of Manchester, Ocean County, New Jersey, its officers, agents and employees (but not the public in general) shall have a blanket perpetual and non-exclusive easement to enter upon the Property for purposes of maintaining the safety, health, welfare, police and fire protection of the citizens of said Township.

(e) The Community Association, its officers, agents and employees and all policemen, firemen and ambulance personnel shall have a blanket, perpetual and non-exclusive easement to enter the Property or any part

thereof in the proper performance of their respective duties (including, but not limited to emergency or other necessary repairs to a Home which the Home Owner has failed to perform) and for repair and maintenance of other portions of the Property. Except in the event of emergencies, the rights accompanying the easements provided for in this paragraph shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with permission of the Home Owner(s) directly affected thereby.

(f) The Community Association, its officers, agents or employees shall have a perpetual exclusive easement for the existence, continuance, and maintenance of any improvements which presently or may hereafter encroach upon a Lot.

(g) Any bank, mortgage banker or other institutional lender who is the owner of a mortgage which encumbers any Home, its officers, agents, and employees, shall have a blanket, perpetual and non-exclusive easement to enter the Property or any part thereof to inspect the condition and repair of same. This right shall be exercised only during reasonable daylight hours, and then, whenever practicable, only after advance notice to and with the permission of the Community Association.

(h) Any utility company or entity furnishing utility service, including master antenna service to the Property, its agents and employees shall have a blanket, perpetual and non-exclusive easement to enter the Property, or any part thereof, in order to read meters, service or repair utility lines and equipment and do everything and anything else necessary in order to properly maintain and furnish utility service to the Property and Homes.

(i) The Declarant and Home Owners, their successors and assigns shall have a blanket perpetual and non-exclusive easement in common in, upon, over, under, across and through the Property for surface water runoff and drainage caused by natural forces and elements, grading, and/or the improvements located upon the Property. No individual Home Owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems within the Property.

Section 4. Restrictions Applicable to the Property. In order to preserve the character of Whiting Village at Crestwood as a senior citizen residential community and for the protection of the value of the Homes therein, the Declarant declares that the Property shall be subject to all covenants, easements and restrictions of record and to the following restrictions, all of which shall be perpetual in nature and run with the land:

(a) The permanent residents of Whiting Village at Crestwood will be restricted by covenant to residents who (i) are at least fifty-two (52) years of age or over or (ii) in the case of married couples, at least one (1) of whom is fifty-two (52) years of age or over; provided, however, that one (1) child nineteen (19) years of age or over may reside with a parent or parents.

(b) No Home except those Homes owned by the Declarant and used by it for sales offices, administrative offices or models, shall be used for any purpose other than as a private residence.

(c) There shall be no obstruction of access to any Common Property. The use of storage areas, if any, shall be in accordance with rules and regulations promulgated by the Community Association.

(d) No Home Owner or occupant shall build, plant, or maintain any matter or thing upon, in, over or under the Property without the prior written consent of the Community Association, except that a Home Owner may (i) plant flowers, trees, shrubbery and gardens within the area appurtenant to his Home and as provided in the Planting Guide prepared by the Sponsor, a copy of which shall be available at the office of the Community Association during reasonable business hours; and (ii) plant and maintain flowers and shrubbery in the beds immediately adjacent to his dwelling. No person shall place trash, garbage, excess materials of any kind on or about the Property except in designated receptacles, nor burn, chop, or cut anything on, over or above the Property. Home Owners shall not have any right to paint or otherwise decorate or change the appearance of any portion of the exterior of any Building without the prior written approval of the Community Association. It is the Home Owner's responsibility to promptly report to the Board of Governors of the Community Association or management any defect or need for repairs for which the Community Association is responsible.

(e) Each Home Owner shall promptly furnish, perform and be responsible for, at his own expense, the repair, maintenance, replacement, decoration of the interior of his own Home, including painting, wall papering, paneling, floor covering, draperies, window shades and appliances, provided, however, that the Community Association, its agents and employees may effect emergency or other necessary repairs which the Home Owner has failed to perform and charge the cost of same to the Home Owner(s) involved. Maintenance, repairs and replacements of the plumbing fixtures and systems, heating and air conditioning systems, windows, doors, electrical systems and receptacles, breaker boxes, kitchen appliances and equipment and lighting fixtures within the Home (including the lighting fixtures attached to the exterior of the Home) shall be at the owner's sole cost and expense.

(f) No clothes, sheets, blankets, laundry of any kind or any other articles shall be hung out or exposed on any part of the Property nor shall anything be hung, painted or displayed on the outside of the windows or placed on the outside walls or outside surfaces of doors of any of the Homes and no signs, awnings, canopies, shutters or radio or television antennas (except for those heretofore or hereinafter installed by Declarant) shall be affixed or placed upon the exterior walls or roofs or any part thereof, nor relocated or extended, without the prior written consent of the Community Association. The display or use of items visible in the interior of any Home from the exterior thereof shall be subject to the rules and regulations of the Community Association. Notwithstanding the foregoing, the Declarant shall have the right to display signs for promotional, sales, exhibit, and administrative purposes upon any portion of the Common Property or within any Home owned by it until the last Home within the Property is sold and conveyed. Home Owners shall not cause or permit any signs to be displayed on the Property advertising the sale or lease of their Homes.

(g) No animals, dogs, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Home or upon the Common Property except as may be permitted by the rules and regulations of the Community Association.

(h) No noxious or offensive activities shall be carried on, in or upon the Property or in any Home nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other residents in Whiting Village at Crestwood.

(i) No Home Owner (other than the Declarant) may make any structural additions, alterations or improvements in or to his Home without the prior written approval of the Community Association or impair any easement without the prior written consent of the Community Association. The Board of Governors of the Community Association shall have the obligation to answer any written request received by it from a Home Owner for approval of a proposed structural addition, alteration or improvement in such Home Owner's Home within sixty (60) days after receipt of such request, and failure to do so within the stipulated time shall constitute a consent to the proposed structural addition, alteration or improvement. Any application to any municipal authority for a permit to make an addition, alteration or improvement in or to any Home must be approved by the Community Association and, if approved, shall be executed by the Board of Governors of the Community Association and may then be submitted by the Home Owner. Such approval, however, shall not incur any liability on the part of the Community Association to any contractor, subcontractor, or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The Home Owners shall furnish the Community Association with a copy of any such permit which he has procured. The provisions of this paragraph shall not apply to Homes owned

by the Declarant until such Homes have been initially sold and conveyed by the Declarant.

(j) In no event shall there be erected or planted upon any Lot any fabricated fence, hedge or other growing fence.

(k) No trucks or other commercial vehicles may park over-night and no boats, trailers, campers or mobile homes may be parked on any part of the Property except (i) in areas specifically designated for such purpose by the Community Association; and (ii) for those vehicles temporarily on the Property for purposes of servicing the Property itself or one of the Homes. No trucks shall use the driveway of a Home for any purpose whatsoever. No activity, use or practice shall be permitted on the Property which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property by its residents. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(l) No Home shall be rented by the Owners thereof (except a lender in possession of such Home following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure) or otherwise utilized for transient or hotel purposes, which shall be defined as "(i) rental for any period less than ninety (90) days; or (ii) any rental if the occupants of the Home are provided customary hotel services, such as room service for food and beverages, maid service, furnishing laundry and linen, and bellboy service", provided however, that any Home Owner including Declarant, may rent a Home for a period of less than ninety (90) days to a contract purchaser. No Home Owner may lease less than an entire Home. Other than the foregoing obligations, and subject to the Declarant's right of first refusal set forth in subparagraph (s) of Section 4 of this Article III of the Declaration, the Home Owners shall have the right to lease same provided that said lease is in writing and made subject to all provisions of the Declaration, including, but not limited to, the By-Laws of the Community Association and other documents referred to herein, including the right of amendment reserved to Declarant therein and provided further that any failure of the lessee to fully comply with the terms and conditions of such documents shall constitute a default under the lease.

(m) The Community Association shall have the power to make such rules and regulations as may be necessary to carry out the intent of these use restrictions and shall have the right to bring lawsuits to enforce the rules and regulations promulgated by it. The Community Association shall further have the right to levy fines for violation of such regulations, provided that the fine for a single violation may not, under any circumstances exceed \$10.00. For each day a violation continues after notice it shall be considered a separate violation. Any fine so

levied is to be considered as an assessment to be levied against the particular Home Owner involved, and collection may be enforced by the Community Association in the same manner as the Community Association is entitled to enforce collection of other assessments. Fines may be levied against a Home Owner's tenant, and the Home Owner shall be jointly and severally liable with his tenant for the payment of same. In the event the Community Association institutes legal action for collection of any fines, then the defendant(s) shall be responsible for payment of reasonable attorneys' fees of the Community Association plus interest and costs of suit.

(n) Each Home Owner shall have the right to mortgage or encumber his Home provided that such mortgage or encumbrance is made to a bank, mortgage banker, trust company, insurance company, savings and loan association, pension fund or other institutional lender or is a purchase money mortgage made to the Declarant or to the seller of a Home.

(o) Each Home 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 Maintenance Fees.

(p) Each Home Owner shall be responsible for placing all trash in enclosed receptacles provided by the Community Association made of metal or other material of similar durability which shall be stored, except on collection days, in such a manner so as to not be visible from neighboring Homes or the street.

(q) Declarant, for itself, its successors and assigns, shall reserve the right to use, without charge, a portion of the clubhouse for its sales and marketing purposes with respect to units located or to be located within Whiting Village at Crestwood. Such rights shall continue until all such Homes have been conveyed by the Declarant or until expiration of seven (7) years from the date of filing the Declaration, whichever event first occurs.

(r) No garbage disposal unit or mechanism shall be installed or used in any Home.

(s) No Home Owner may effectively dispose of his Home or any interest herein by sale or lease without first offering the same for sale or lease to the Community Association upon the terms and conditions hereinafter provided for. The provisions of this paragraph shall not apply with respect to any conveyance, lease, gift, devise or inheritance by any Home Owner of his interest to his spouse, to any of his children or his parents, or to his brothers or sisters or heirs or any one or more of them.

Any Home Owner who wishes to sell or lease his Home shall, at least thirty (30) days prior to accepting any offer to buy or lease, give to the Community Association written notice of the terms of said sale or lease, which notice shall specify the name and address of the offeror. If, within said thirty (30) day period, time being of the essence, the Community Association or its nominee submits to the Owner an identical offer to buy or lease, the selling owner must accept the offer of the Community Association in preference to the original offer described in the notice. In the event the Community Association fails to submit in writing to the selling owner an identical offer within said thirty (30) day period, time being of the essence, then the selling owner may sell or lease his Home to his original offeror. In any event, the Community Association shall have sole discretion in this matter, and no vote or approval of the Home Owners is required.

This paragraph shall not apply to a transfer to or purchase by a lending institution which acquires its title as a result of owning a mortgage upon the Home by deed from the mortgagor or through foreclosure proceedings. Nor shall such provisions apply to a transfer, sale or lease by a lending institution which so acquires its title. Neither shall such provision require the approval of the purchaser who acquires title to a Home at a duly authorized and advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

Any attempt to sell or lease any Home without prior offer to the Community Association shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser or lessee.

In the event of any transfer of a Home to a corporation, the approval of the corporation's ownership may be conditioned by requiring that all present or future occupants thereof shall also be first approved by the Community Association.

ARTICLE IV

Assessments

Section 1. Creation of the Lien. Every Owner by acceptance of a deed or other conveyance for a Home, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Community Association such sums, by way of annual or special assessments or charges as hereinafter more particularly described. Each such assessment, together with such interest thereon and cost of

collection thereof (including reasonable attorney's fees) shall be a continuing lien upon the Home against which each such assessment is made and shall also be the personal obligation of the Owner of such Home at the time when the assessment falls due. Further, the Township of Manchester shall have a continuing lien against each such Home for its pro rata share of all real estate taxes due and payable to the Township of Manchester by the Community Association for real estate taxes assessed against the Common Property. Such lien shall be apportioned equally among all Homes and shall be enforceable by the Township of Manchester in the manner provided by law with respect to the real estate taxes assessed directly against each such Home.

No Owner may waive or otherwise avoid liability for the aforesaid assessments by non-use of the Common Property.

Section 2. Purpose of Assessments. The annual assessments levied by the Community Association shall be used exclusively for promoting the health, safety, pleasure and welfare of the Home Owners and for the costs and expenses incident to the operation of the Community Association, including, without limitation, the maintenance and repair of the exterior of the aforesaid Homes, lawn mowing for all portions of Whiting Village at Crestwood requiring same, the maintenance of services furnished by the Community Association, the repair and replacement of improvements on the Common Property, payment of all taxes and insurance premiums required to be paid by the Community Association, and all costs and expenses incidental to the operation and administration of the Community Association and its facilities and services.

Section 3. Amount of Annual Assessments. It shall be an affirmative obligation of the Community Association and its Board of Governors to fix assessments in an amount sufficient to maintain the exterior of all Homes and to mow all lawns within the Property, to maintain and operate the Common Property and to pay all taxes thereon. Maintenance Fees will be allocated as follows: (i) The assessment against each Home for the exterior maintenance and repair of the Home and for all lawn mowing required for the Property shall be equal to that fraction of the total assessment for such purposes in Whiting Village at Crestwood, the numerator of which is the initial sales price of their Home as established by Declarant, and the denominator of which is the aggregate initial sales price of all Homes in Whiting Village at Crestwood for which a Certificate of Occupancy has been issued by the Township of Manchester as of the date the assessment is established. (ii) All other assessments for all Homes shall be equal to that fraction of the total of same for Whiting Village at Crestwood, the numerator of which is one and the denominator of which is that number of Homes located within Whiting Village at Crestwood for which a Certificate of Occupancy has been issued by the Township of Manchester as of the date the assessment is established. Anything to the contrary herein notwithstanding, no assessment shall be made and no services shall be performed by the Community Association with respect to any Home owned by Declarant for which a Certificate of Occupancy has not been issued by the Township of Manchester. In addition, the distribution of any proceeds from any insured casualty loss, eminent

domain proceeding affecting the Common Property of the Community Association or any distribution of common surplus of the Community Association shall be pro rated in accordance with the formula set forth in subparagraph (i) aforesaid with respect to the determination of Maintenance Fees.

The amount of monies for assessments deemed necessary by the Board to discharge the responsibility of the Community Association and the manner of expenditure thereof, including but not limited to, the allocation thereof, shall be a matter for the sole discretion of the Board.

Section 4. Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence on the date fixed by the Board to be the date of commencement and shall be due and payable on such dates as may from time to time be prescribed by the Board.

Section 5. Special Assessments. In addition to the annual assessments authorized by Section 3 of this Article, the Community Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the

Common Property, including the necessary furniture, fixtures, equipment and other personal property related thereto, or for other lawful purpose, provided that any such special assessment shall receive the assent of two-thirds (2/3) of all of the votes eligible to be cast by all of the Home Owners, at a meeting duly called for this purpose, written notice of which shall be sent to all Home Owners at least thirty (30) days in advance and which notice shall set forth the purpose of the meeting.

Section 6. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to any lien for past due and unpaid taxes and the lien of any institutional first mortgage or mortgages now or hereafter placed upon any Home; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of any such Home pursuant to a decree of foreclosure, or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve any such Home from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

If a mortgagee of an institutional mortgage of record or other purchaser of a Home obtains title to such Home as a result of foreclosure of such first mortgage (or by a deed of conveyance in lieu thereof), such acquirer of title, his successors and assigns shall not be liable for the assessments by the Community Association pertaining to such Home or chargeable to the former Owner thereof which became due prior to acquisition of title as a result of the foreclosure. Such unpaid assessments shall be collectible from all of the remaining Home Owners including such acquirer, his successors and assigns.

Liens for unpaid assessments may be foreclosed by suit brought in the name of the Community Association in the same manner as a foreclosure of a mortgage on real property. Suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing same.

Section 7. List of Assessments, Notice of Assessment, Certificate as to Payment. The Board shall cause to be prepared, at least thirty (30) days in advance of the due date of each assessment, a list of the properties and the assessments applicable thereto, in alphabetical order, according to the names of the Home Owners thereof, which list shall be kept in the office of the Community Association and shall be open to inspection, upon request, by any Owner of a Home. Written notice of the assessments shall be sent to every Home Owner subject thereto.

The Community Association shall, upon the request of any Home Owner, liable for an assessment, or of the mortgagee of any Home, furnish to such Home Owner or mortgagee, a certificate in writing, signed by an officer of the Community Association, setting forth whether or not such assessment has been paid. Such certificate shall constitute conclusive evidence of the payment of any assessments therein stated to have been paid.

If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior year's assessment, and any installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient,

the budget and assessments may be amended at any time by the Board, provided, that nothing herein shall serve to prohibit or prevent the Board from imposing a lump sum assessment in the case of any immediate need or emergency.

Section 8. Acceleration of Assessment Installments and Other Remedies of the Community Association. If a Home Owner shall be in default in the payment of an installment upon an assessment, the Board may accelerate the remaining installments of the assessment upon notice to such Owner, and the then unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Home Owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur. If such default shall continue for a period of thirty (30) days, then the Board shall be obligated to (i) accelerate the remaining installments of the assessment, (ii) file a lien for such accelerated assessment, and (iii) notify any mortgagee of the Home affected of such default if such mortgagee has requested such notice from the Community Association in writing. If said default continues for a period of ninety (90) days, then the Board shall have the duty to foreclose the foregoing lien pursuant to law and/or to commence a suit against the appropriate Home Owner(s) to collect said assessment.

Section 9. Interest and Counsel Fees. The Board, at its option, shall have the right in connection with the collection of this, or any other charge, to impose an interest charge at the legal maximum

if such payment is made after a date certain stated in such notice. In the event that the Board shall effectuate collection of said charges by resort to counsel, the Board may add to the aforesaid charge or charges a sum or sums of twenty (20%) per cent of the gross amount due as counsel fees, in addition to such costs allowable by law.

ARTICLE V

Miscellaneous Services Authorized

Section 1. Service which may be Performed at the Option of the Community Association - Procedure. Declarant shall have the right to make such improvements and provide such facilities on the Common Property as it considers to be advantageous to the Common Property and to the Owners of Homes within the Property, and the Community Association shall be obligated to accept such improvements and facilities and to properly maintain the same at its expense. The Community Association, at its expense, also shall maintain and carry on the services instituted, from time to time, by Declarant for the benefit of the Property and the Owners of Homes. In addition to the required maintenance of the Property and of the improvements and facilities thereon, and the aforesaid services required to be performed, the Community Association may furnish (but shall not be required to furnish) such services as the Board from time to time, by resolution, may propose, but not until after such proposed additional services are authorized by a vote in person or by proxy of two-thirds (2/3) of all the votes eligible to be cast by all of the Members of the Community

Association, at a meeting duly called for the purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance, which notice shall contain the purpose of the meeting and the proposed additional service to be authorized.

ARTICLE VI

General Provisions

Section 1. Duration. This Declaration shall run with and bind all of the Property perpetually, and shall inure to the benefit of and be enforceable by the Community Association, and the Owners of any portion of this Property, their respective successors, assigns, heirs, executors, administrators and personal representatives, except that the restrictions contained in subparagraph (b) through (e) of Section 4 of Article III hereof shall have a duration of forty (40) years, at the end of which period said restrictions shall be automatically extended for successive periods of ten (10) years each, unless the governing body of the Township of Manchester and at least two-thirds (2/3) of the Home Owners at the time of the expiration of the initial period, or of any extension period, shall sign an instrument or instruments, in which they shall agree to change said restrictions in whole or in part.

Section 2. Enforcement. Enforcement of this Declaration shall be by any appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate or circumvent any provision herein contained, either to restrain or enjoin such violation

or threatened violation or to recover damages, and against any Home to enforce any lien created by this Declaration, and failure by the Community Association or any Owner to enforce any covenant or restriction herein contained for any period of time, shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same. In the event that the Community Association should at any time fail to discharge its obligations to maintain any portion of the Property as required by this Declaration, or to enforce the provisions hereof, the Township of Manchester shall have the right to so maintain the Property or to enforce such provisions in the name, place and stead of the Community Association. The assumption of such maintenance responsibility shall be in accordance with the procedures set forth in R.S. 40:55D-43(b). The cost of same shall be assessed, enforced and collected in accordance with the provisions of R.S. 40:55D-43(c). Notwithstanding any limitations as to the applicability of R.S. 40:55D-43(b) and (c) aforesaid to the maintenance of "open space", the provisions of this subparagraph shall apply to all maintenance obligations of the Community Association as set forth in this Declaration or otherwise.

Section 3. Severability. Should any covenant or restriction herein contained, or any Article, Section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

Section 4. Amendment. This Declaration may be amended at any time after the date hereof by a vote of at least two-thirds (2/3) of all Home Owners at any meeting established by the Board for such purpose and previous to which written notice to every Home Owner of the exact language of the Amendment shall have been sent at least thirty (30) days in advance; provided, however, no amendment may be so effected which would permit (i) any Home Owner to be exempted from the payment of any assessment, (ii) the obligation or proportionate responsibility for the payment of assessments with respect to Homes or Common Property to be changed, or (iii) modify any restrictions or easements in Sections 3 or 4 of Article III hereof except as contemplated by Section 1 of this Article; and further provided, that in no event may the Common Property be conveyed to any third person, firm or corporation nor may the rights of the Township of Manchester be modified in any manner, without the express consent, by ordinance, of the governing body of the Township of Manchester. Notwithstanding the foregoing, the Declarant hereby expressly reserves the right to amend and supplement this Declaration from time to time, to incorporate any or all future lands within Whiting Village at Crestwood without obtaining the consent of any Home Owners, any Members of the Community Association, the Township of Manchester or any other parties provided, however, that in such event none of the substantive provisions shall be changed which would adversely affect the priority or validity of any purchase money lien or the value of any Home.

The administration and maintenance of the Property and other common facilities shall be by the Community Association in accordance with

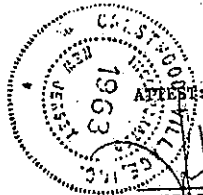
the provisions of this Declaration, the Certificate of Incorporation of the Community Association and the By-Laws of the Community Association and any other documents, amendments, or supplements to the foregoing which may subsequently be required by a bank, mortgage banker or other institutional lender or by any governmental agency having regulatory jurisdiction over the Property or by any title insurance company selected by Declarant to insure any title to any Home(s). Declarant hereby reserves for itself, its successors and assigns, for a period of five (5) years from the date the first Home is conveyed to an individual purchaser, the right to execute on behalf of all contract purchasers, Home Owners, mortgagees, other lienholders or parties claiming a legal or equitable interest in the Property, any such agreements, documents, amendments or supplements to the above described documents which may be so required.

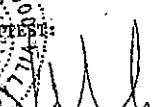
By acceptance of a deed to any Home or by the acceptance of any other legal or equitable interest in the Property, each and every contract purchaser, Home Owner or occupant, or holder of any mortgage or other liens, does automatically and irrevocably name, constitute, appoint and confirm (i) Declarant, its successors and assigns, as attorney-in-fact for the purpose of executing such amended Declaration(s) and other instrument(s) necessary to effect the foregoing (provided that such power of attorney may not be used to adversely affect the priority or validity of any lien upon or the value of any Home) and (ii) the Community Association as attorney-in-fact to acquire title to or lease any Home whose Owner desires to surrender, sell or lease the same, in the name of the Community Association or its designees, corporate or otherwise, on behalf of all Home Owners and

to convey, sell, lease, mortgage (but not to vote the votes appurtenant thereto) or otherwise, dispose of any such Homes so acquired or to sub-lease any Lots so leased by the Community Association.

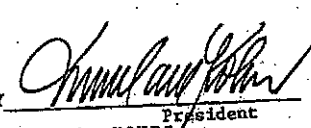
The powers of attorney aforesaid are expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all Homes and be binding upon the heirs, personal representatives, successors and assigns of any of the foregoing parties. Further, said powers of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to said powers.

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



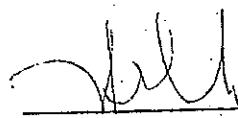

HERBERT WISHNICK Secretary

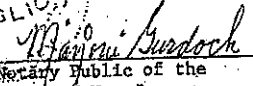
CRESTWOOD VILLAGE, INC.

BY 
MIROSLAV A. KOKES President

STATE OF NEW JERSEY)
)ss.:
COUNTY OF OCEAN)

BE IT REMEMBERED, that on this 6th day of September, 1977, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared HERBERT WISHNICK, who, being, by me duly sworn on his oath, doth depose and makes proof to my satisfaction, that he is the Secretary of CRESTWOOD VILLAGE, INC., the Declarant named in the within Instrument; that MIROSLAV KOKES is the President of said corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said corporation, that deponent well knows the corporate seal of said corporation; and the seal affixed to said Instrument signed and delivered by said President as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.


HERBERT WISHNICK Secretary

Sworn to and Subscribed
before me this 6th day
of September, 1977

Notary Public of the
State of New Jersey

MARJORIE BURDOCK
NOTARY PUBLIC OF NEW JERSEY
JUL 16 1977

EXHIBIT A TO THE DECLARATION OF COVENANTS AND
RESTRICTIONS - WHITING VILLAGE AT CRESTWOOD - SECTION 70

DESCRIPTION OF WHITING VILLAGE AT CRESTWOOD - SECTION 70,
MANCHESTER TOWNSHIP, OCEAN COUNTY, NEW JERSEY

All that certain lot, tract or parcel of land situate, lying and being in the Township of Manchester, County of Ocean and State of New Jersey and being more particularly bounded and described as follows:

Beginning at a concrete monument in the southwesterly right-of-way line of the former Tuckerton Railroad (100 feet wide) where the same is intersected by the 2nd line of a 1780.32 acre tract recorded in the Ocean County Clerk's office in Deed Book 111, Page 375; thence from said beginning

- (1) South 45° 19' 00" West, along said 2nd line, 1818.81 feet to a point; thence
- (2) North 44° 41' 00" West, a distance of 205.00 feet to a point of curvature; thence
- (3) Southwesterly along a curve bearing to the left having a radius of 5.00 feet, and an arc length of 7.85 feet to a point; thence
- (4) North 44° 41' 00" West, a distance of 30.00 feet to a point; thence
- (5) North 45° 19' 00" East, a distance of 51.24 feet to a point; thence
- (6) North 44° 41' 00" West, a distance of 125.00 feet to a point; thence
- (7) North 45° 19' 00" East, a distance of 70.00 feet to a point; thence
- (8) South 44° 41' 00" East, a distance of 35.00 feet to a point; thence
- (9) North 45° 19' 00" East, a distance of 20.00 feet to a point; thence
- (10) North 44° 41' 00" West, a distance of 35.00 feet to a point; thence

- (11) North 45° 19' 00" East, a distance of 135.00 feet to a point;
thence
- (12) North 44° 41' 00" West, a distance of 5.00 feet to a point;
thence
- (13) South 45° 19' 00" West, a distance of 25.00 feet to a point;
thence
- (14) North 44° 41' 00" West, a distance of 70.00 feet to a point;
thence
- (15) North 45° 19' 00" East, a distance of 65.00 feet to a point;
thence
- (16) South 44° 41' 00" East, a distance of 60.00 feet to a point;
thence
- (17) North 45° 19' 00" East, a distance of 130.00 feet to a point;
thence
- (18) North 44° 41' 00" West, a distance of 5.00 feet to a point;
thence
- (19) South 45° 19' 00" West, a distance of 20.00 feet to a point;
thence
- (20) North 44° 41' 00" West, a distance of 70.00 feet to a point;
thence
- (21) North 45° 19' 00" East, a distance of 60.00 feet to a point;
thence
- (22) South 44° 41' 00" East, a distance of 70.00 feet to a point;
thence
- (23) North 45° 19' 00" East, a distance of 65.00 feet to a point;
thence
- (24) North 18° 53' 20" East, a distance of 70.00 feet to a point;
thence
- (25) South 77° 04' 50" East, a distance of 25.01 feet to a point;
thence
- (26) North 12° 55' 10" East, a distance of 20.00 feet to a point;
thence

- (27) North 77° 04' 50" West, a distance of 40.00 feet to a point;
thence
- (28) North 12° 55' 10" East, a distance of 55.00 feet to a point;
thence
- (29) North 57° 55' 10" East, a distance of 21.21 feet to a point;
thence
- (30) South 77° 04' 50" East, a distance of 45.51 feet to a point;
thence
- (31) North 04° 25' 06" East, a distance of 53.08 feet to a point;
thence
- (32) North 88° 59' 10" West, a distance of 69.51 feet to a point;
thence
- (33) South 22° 48' 21" East, a distance of 36.49 feet to a point;
thence
- (34) South 67° 11' 39" West, a distance of 70.00 feet to a point;
thence
- (35) South 22° 48' 21" East, a distance of 47.00 feet to a point;
thence
- (36) South 67° 11' 39" West, a distance of 60.00 feet to a point;
thence
- (37) North 22° 48' 21" West, a distance of 70.00 feet to a point;
thence
- (38) North 67° 11' 39" East, a distance of 20.00 feet to a point;
thence
- (39) North 22° 48' 21" West, a distance of 5.00 feet to a point;
thence
- (40) South 67° 11' 39" West, a distance of 50.00 feet to a point;
thence
- (41) North 22° 48' 21" West, a distance of 60.18 feet to a point;
thence
- (42) North 14° 32' 36" West, a distance of 71.87 feet to a point;
thence

- (43) North 22° 51' 34" West, a distance of 30.00 feet to a point in a curve; thence
- (44) Northeasterly along a curve bearing to the right having a radius of 300.00 feet and an arc length of 43.00 feet to a point; thence
- (45) North 14° 38' 49" West, a distance of 75.00 feet to a point; thence
- (46) North 79° 20' 30" East, a distance of 68.81 feet to a point; thence
- (47) South 88° 59' 10" East, a distance of 55.60 feet to a point; thence
- (48) North 01° 00' 50" East, a distance of 30.00 feet to a point; thence
- (49) South 88° 59' 10" East, a distance of 115.00 feet to a point; thence
- (50) North 01° 00' 50" East, a distance of 110.00 feet to a point; thence
- (51) South 88° 59' 10" East, a distance of 15.00 feet to a point; thence
- (52) North 01° 00' 50" East, a distance of 10.00 feet to a point; thence
- (53) North 88° 59' 10" West, a distance of 57.00 feet to a point; thence
- (54) South 01° 00' 50" West, a distance of 10.00 feet to a point; thence
- (55) South 88° 59' 10" East, a distance of 20.00 feet to a point; thence
- (56) South 01° 00' 50" West, a distance of 70.00 feet to a point; thence
- (57) North 88° 59' 10" West, a distance of 60.00 feet to a point; thence
- (58) North 01° 00' 50" East, a distance of 25.00 feet to a point; thence
- (59) North 88° 59' 10" West, a distance of 70.00 feet to a point; thence

- (60) North $02^{\circ} 33' 15''$ West, a distance of 9.34 feet to a point; thence
- (61) South $78^{\circ} 00' 50''$ West, a distance of 43.55 feet to a point; thence
- (62) South $11^{\circ} 59' 10''$ East, a distance of 5.00 feet to a point; thence
- (63) North $78^{\circ} 00' 50''$ East, a distance of 15.00 feet to a point; thence
- (64) South $11^{\circ} 59' 10''$ East, a distance of 65.00 feet to a point; thence
- (65) South $80^{\circ} 51' 30''$ West, a distance of 76.31 feet to a point; thence
- (66) North $11^{\circ} 59' 10''$ West, a distance of 40.00 feet to a point; thence
- (67) South $80^{\circ} 54' 59''$ West, a distance of 48.85 feet to a point; thence
- (68) North $11^{\circ} 59' 10''$ West, a distance of 78.74 feet to a point; thence
- (69) South $78^{\circ} 00' 50''$ West, a distance of 75.00 feet to a point; thence
- (70) North $08^{\circ} 07' 54''$ West, a distance of 67.32 feet to a point in a curve, said point not being tangent; thence
- (71) Northwestery along a curve bearing to the right, having a radius of 315.00 feet and an arc length of 123.81 feet to a point of tangency; thence
- (72) North $72^{\circ} 44' 10''$ West, a distance of 82.03 feet to a point of curvature; thence
- (73) Along a curve bearing to the left, having a radius of 15.00 feet and an arc length of 24.87 feet to a point; thence
- (74) North $68^{\circ} 10' 38''$ West, a distance of 30.39 feet to a point of curvature; thence
- (75) Along a curve bearing to the left, having a radius of 15.00 feet and an arc length of 22.45 feet to a point; thence

- (76) North $16^{\circ} 59' 57''$ East, a distance of 30.00 feet to a point of curvature; thence
- (77) Along a curve bearing to the left, having a radius of 15.00 feet and an arc length of 22.84 feet to a point; thence
- (78) North $20^{\circ} 00' 50''$ East, a distance of 94.26 feet to a point; thence
- (79) North $69^{\circ} 59' 10''$ West, a distance of 140.00 feet to a point; thence
- (80) North $20^{\circ} 00' 50''$ East, a distance of 70.00 feet to a point; thence
- (81) South $69^{\circ} 59' 10''$ East, a distance of 30.00 feet to a point; thence
- (82) North $20^{\circ} 00' 50''$ East, a distance of 20.00 feet to a point; thence
- (83) North $69^{\circ} 59' 10''$ West, a distance of 25.00 feet to a point; thence
- (84) North $20^{\circ} 00' 50''$ East, a distance of 80.00 feet to a point; thence
- (85) South $69^{\circ} 59' 10''$ East, a distance of 65.00 feet to a point; thence
- (86) North $20^{\circ} 00' 50''$ East, a distance of 144.45 feet to a point in a curve, said point not being tangent; thence
- (87) North $26^{\circ} 50' 29''$ East, a distance of 30.00 feet to a point in a curve, said point not being tangent; thence
- (88) Southeasterly along a curve bearing to the left, having a radius of 685.00 feet and an arc length of 28.81 feet to a point; thence
- (89) North $24^{\circ} 25' 53''$ East, a distance of 77.59 feet to a point; thence
- (90) South $68^{\circ} 42' 19''$ East, a distance of 66.47 feet to a point; thence

- (91) North 13° 03' 24" East, a distance of 60.00 feet to a point;
thence
- (92) South 76° 56' 36" East, a distance of 50.00 feet to a point;
thence
- (93) North 13° 03' 24" East, a distance of 5.00 feet to a point;
thence
- (94) North 76° 56' 36" West, a distance of 20.00 feet to a point;
thence
- (95) North 13° 03' 24" East, a distance of 60.00 feet to a point;
thence
- (96) South 76° 56' 36" East, a distance of 60.00 feet to a point;
thence
- (97) South 13° 03' 24" West, a distance of 70.00 feet to a point;
thence
- (98) South 76° 56' 36" East, a distance of 75.00 feet to a point;
thence
- (99) North 12° 35' 57" East, a distance of 58.11 feet to a point;
thence
- (100) South 86° 50' 29" West, a distance of 58.85 feet to a point;
thence
- (101) North 01° 53' 39" West, a distance of 62.00 feet to a point;
thence
- (102) South 88° 06' 21" West, a distance of 65.00 feet to a point;
thence
- (103) North 01° 53' 39" West, a distance of 55.00 feet to a point;
thence
- (104) North 88° 06' 21" East, a distance of 65.00 feet to a point;
thence
- (105) South 01° 53' 39" East, a distance of 7.00 feet to a point;
thence
- (106) North 88° 06' 21" East, a distance of 10.00 feet to a point;
thence

- (107) North $09^{\circ} 49' 04''$ West, a distance of 54.26 feet to a point;
thence
- (108) North $16^{\circ} 41' 36''$ West, a distance of 94.34 feet to a point;
thence
- (109) North $73^{\circ} 18' 24''$ East, a distance of 15.00 feet to a point;
thence
- (110) North $16^{\circ} 41' 36''$ West, a distance of 160.00 feet to a point;
thence
- (111) North $73^{\circ} 18' 24''$ East, a distance of 20.00 feet to a point;
thence
- (112) North $16^{\circ} 41' 36''$ West, a distance of 20.00 feet to a point;
thence
- (113) South $73^{\circ} 18' 24''$ West, a distance of 28.49 feet to a point;
thence
- (114) North $16^{\circ} 41' 36''$ West, a distance of 77.71 feet to a point;
thence
- (115) North $42^{\circ} 17' 26''$ West, a distance of 65.00 feet to a point;
thence
- (116) North $47^{\circ} 42' 34''$ East, a distance of 33.14 feet to a point;
thence
- (117) North $42^{\circ} 17' 26''$ West, a distance of 20.00 feet to a point;
thence
- (118) South $47^{\circ} 42' 34''$ West, a distance of 20.00 feet to a point;
thence
- (119) North $42^{\circ} 17' 26''$ West, a distance of 70.00 feet to a point;
thence
- (120) North $47^{\circ} 42' 32''$ East, a distance of 131.60 feet to a point
in a curve, said point not being tangent; thence
- (121) North $35^{\circ} 42' 59''$ East, a distance of 30.00 feet to a point
in a curve; thence
- (122) Southeasterly along a curve bearing to the right, having a
radius of 415.00 feet and an arc length of 9.37 feet to a
point; thence

- (123) Along a curve bearing to the left, having a radius of 5.00 feet and an arc length of 7.68 feet to a point; thence
- (124) North $39^{\circ} 03' 25''$ East, a distance of 201.87 feet to a point in the southwesterly right-of-way line of the former Tuckerton Railroad (100 feet wide); thence
- (125) Along said right-of-way line South $41^{\circ} 58' 59''$ East, a distance of 1970.81 feet to the true point and place of beginning.

Containing 50.23 acres.

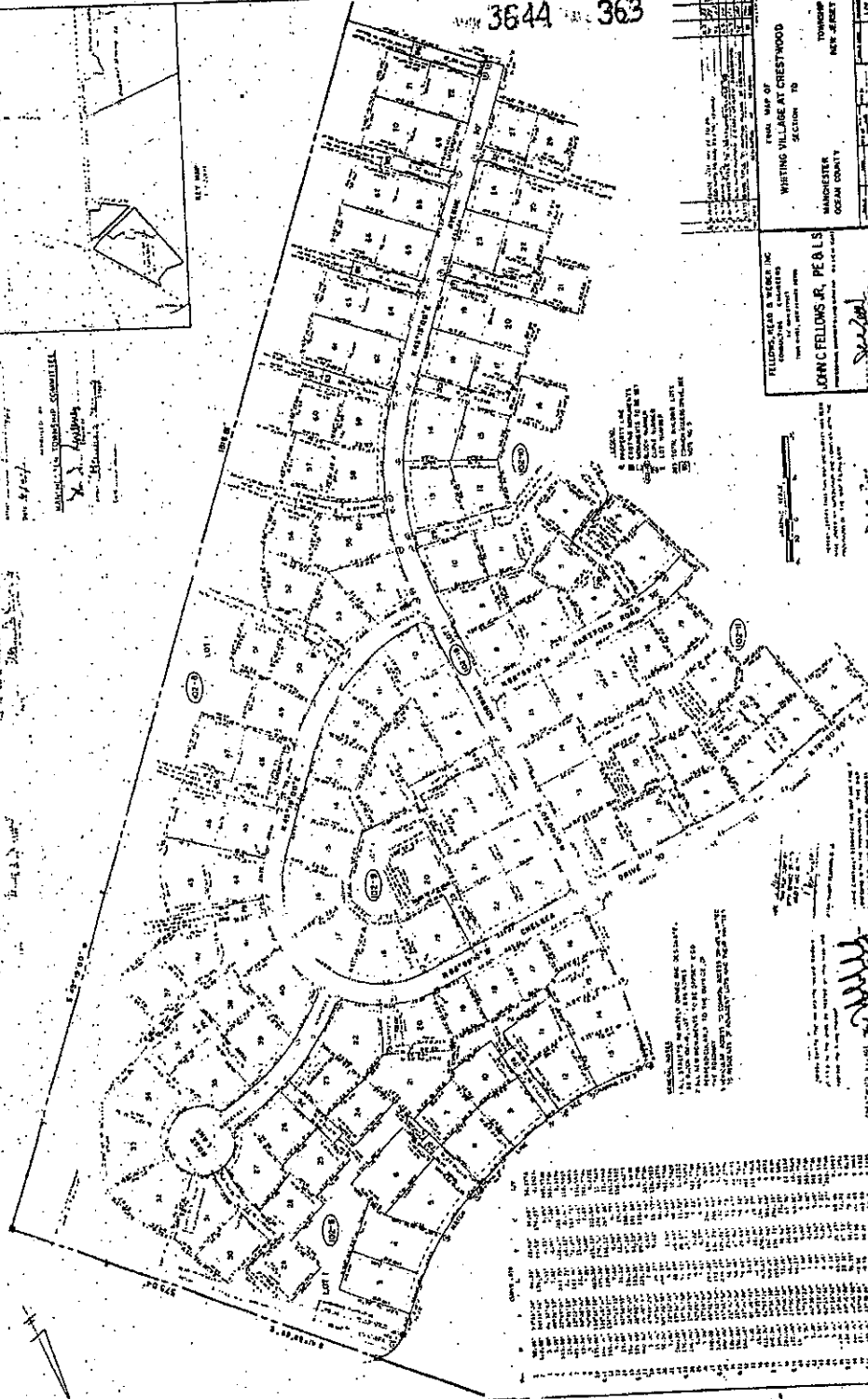
This description being in accordance with a map entitled, "Final Map of Whiting Village at Crestwood - Section 70", Manchester Township, Ocean County, New Jersey, dated February 1977, prepared by Fellows, Read & Weber, Inc., Consulting Engineers, Toms River, New Jersey.

* * * *

3644 363



APPROVED BY
MUNICIPAL ENGINEERING COMMITTEE
DATE: 1/15/64
BY: [Signature]



THOMAS REAR & SONS, INC.
MANUFACTURERS OF
CONCRETE BLOCKS
JOHN C. FELLOWS JR., PE & LS
ENGINEER

FINAL MAP OF
WHITING VILLAGE AT CRESTWOOD
SECTION TO
MANCHESTER
TOWNSHIP
OCEAN COUNTY
NEW JERSEY

SCALE: 1" = 40'
DATE: 1/15/64

[Signature]

THESE LOTS ARE TO BE PLACED IN THE PUBLIC DOMAIN BY THE STATE OF NEW JERSEY TO BE USED FOR THE PURPOSES OF THE STATE PARKS AND RECREATION DEPARTMENT.

BOOK 3644 PAGE 364

BOOK 3644 PAGE 366

EXHIBIT C TO THE DECLARATION OF COVENANTS AND
RESTRICTIONS - WHITING VILLAGE AT CRESTWOOD - SECTION 70

CERTIFICATE OF INCORPORATION

OF

WHITING VILLAGE AT CRESTWOOD COMMUNITY ASSOCIATION

ARTICLE I

The name of the corporation is WHITING VILLAGE AT CREST-
WOOD COMMUNITY ASSOCIATION.

ARTICLE II

The principal office of the Association is located c/o
Greenbaum, Greenbaum, Rowe & Smith, Sutton Metropark, Woodbridge,
New Jersey, 07095.

ARTICLE III

Arthur M. Greenbaum, Esq., whose address is c/o Greenbaum,
Greenbaum, Rowe & Smith, Sutton Metropark, Woodbridge, New Jersey
07095, is hereby appointed the initial registered agent of this
Association.

ARTICLE IV

Purposes and Powers of the Association

This Association does not contemplate pecuniary gain or pro-
fit to the members thereof, and the specific purposes for which it is
formed are to provide for the administration, management, preservation,
utilization and control of the development known as Whiting Village

at Crestwood, located in Manchester Township, Ocean County, New Jersey, and to promote the health, safety and welfare of the residents within the above described property, and for these purposes:

(a) To exercise all the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the By-Laws for said Association, said By-Laws being incorporated herein as if set forth at length;

(b) To fix, levy, collect and enforce payment by any lawful means, of all charges or assessments, pursuant to the terms of said By-Laws of the Association, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(e) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of New Jersey by law may now or hereafter have or exercise.

ARTICLE V

Every person or entity who is a record owner of a fee simple interest in a residential building lot within Whiting Village at Crestwood shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership of any such lot shall be the sole qualification for membership.

ARTICLE VI

Board of Governors

The affairs of the Association shall be managed by a Board of Governors. The initial Board of Governors shall be composed of five (5) persons who need not be members of the Association. The number of Governors may be changed pursuant to the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Governors until the selection of their successors are:

Miroslav A. Kokes
P.O. Box 166
Whiting, New Jersey 08759

Jan Kokes
P.O. Box 166
Whiting, New Jersey 08759

Herbert E. Wishnick
P.O. Box 166
Whiting, New Jersey 08759

Jerry Kokes
P.O. Box 166
Whiting, New Jersey 08759

George Leopold
P.O. Box 166
Whiting, New Jersey 08759

ARTICLE VII

The Corporation shall exist perpetually.

ARTICLE VIII

Mergers and Consolidations

To the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit associations organized for the same general purposes, provided that any such merger or consolidation shall have the assent of seventy-five (75%) percent of the votes present and entitled to be cast at any meeting of the Association, duly constituted for such purpose, a quorum being present.

ARTICLE IX

Amendments

This Certificate of Incorporation may be amended at any meeting of the Association duly constituted for such purpose, a quorum being present, by an affirmative vote of seventy-five (75%) percent of the votes present and entitled to be cast.

ARTICLE X

No contract or other transaction between this corporation and any other corporation, and no act of this corporation shall in any way be affected or invalidated by the fact that any of the Governors or officers of this corporation are pecuniarily or otherwise interested in, or are directors or officers of such other corporations;

any Governors individually or any firm of which any Governor may be a member, may be a party to or may be pecuniarily or otherwise interested, in any contract or transaction of this corporation, provided the fact that he or such firm is so interested, shall be disclosed on the Minutes of this corporation; any Governor of this corporation who is also a director or officer of such other corporation or who is so interested may be counted in determining the existence of quorum at any meeting of the Governors of this corporation, which shall authorize any such contract or transaction, and shall be authorized and empowered to vote on any contract or transaction.

IN WITNESS WHEREOF, for the purpose of forming this non-profit corporation under the laws of the State of New Jersey, we, the undersigned constituting the incorporators of this Association, have executed this Certificate of Incorporation this 28th day of June, 1977.

Marie Meagher
Sutton Metropark
Woodbridge, New Jersey 07095

Hannah D'Ottavio
Sutton Metropark
Woodbridge, New Jersey 07095

Marie Townsend
Sutton Metropark
Woodbridge, New Jersey 07095

Janet Reeves
Sutton Metropark
Woodbridge, New Jersey 07095

Carol Caravassi
Sutton Metropark
Woodbridge, New Jersey 07095

STATE OF NEW JERSEY)
) ss.:
COUNTY OF MIDDLESEX)

BE IT REMEMBERED, that on this 28th day of June, 1977, before me, the subscriber, an officer duly authorized pursuant to N.J.S.A. 46:14-6, personally appeared Marie Meagher, Marie Townsend, Carol Caravassi, Hannah D'Ottavio and Janet Reeves, who, I am satisfied, are the persons named in and who executed the within instrument, and thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed, for the use and purposes therein expressed.

Wendell A. Smith, Attorney
at Law of the State of
New Jersey

BOOK 3644 PAGE 373

EXHIBIT D TO THE DECLARATION OF COVENANTS AND
RESTRICTIONS - WHITING VILLAGE AT CRESTWOOD - SECTION 70

BY-LAWS

of

WHITING VILLAGE AT CRESTWOOD COMMUNITY ASSOCIATION

ARTICLE I - NATURE OF BY-LAWS

These By-Laws are intended to govern the administration of Whiting Village at Crestwood Community Association, hereinafter referred to as the "Community Association", a non-profit membership corporation organized under Title 15 of the Revised Statutes of New Jersey, together with the management and administration of the improvements, recreation and community facilities located within the various Sections of that development known as "Whiting Village at Crestwood" located in Manchester Township, Ocean County, New Jersey, hereinafter referred to as the "Community".

ARTICLE II - MEMBERSHIP

SECTION 1. Definition and Rights. All owners of Homes in the Community shall be members of the Community Association. Said membership shall entitle the Member to vote for the Delegate to represent his Section of the Community at all meetings of the Delegates and to participate and utilize all of the recreational facilities available to Whiting Village at Crestwood subject to the rules and regulations promulgated by the Board of Governors.

SECTION 2. Allocation of Votes. There shall be one vote for each Home unit constructed or to be constructed in the Community based upon those site plan(s) or subdivision map(s) of Whiting Village at Crestwood which have received final approval from the Township of Manchester.

ARTICLE III - ELECTION AND MEETINGS OF DELEGATES

SECTION 1. Election of Delegates. On the first Monday in August of each year commencing in August, 1977, the Board of Governors shall cause a meeting to be held for each Section of the Community, the sole purpose of which shall be the election of a Delegate to represent each respective Section. Such election shall be conducted in accordance with Robert's Rules of Order. Except as otherwise provided by law, written notice of each such meeting shall be given to the appropriate

Home Owners at least ten (10) days in advance thereof. If any election of Delegates shall not be held on any day designated herein, the Board of Governors shall cause the election to be held at a special meeting as soon thereafter as may be practicable.

SECTION 2. Place of Meeting. All meetings of the Governors (sometimes hereinafter referred to as Delegates) of the Community Association Board of Governors shall be held on the first Monday in August in each year, except that such first, annual or special meeting shall not be held until the first Monday in August 1978. If the election of Governors shall not be held on the day designated herein for any annual meeting or at an adjournment of such meeting, the Board of Governors shall cause the election to be held at a special meeting as soon thereafter as conveniently may be. At such special meeting the Delegates may elect the Governors and transact other business with the same force and effect as at an annual meeting duly called and held.

SECTION 3. Annual Meetings of Delegates. The annual meeting of Delegates of the Community Association shall be held on the first Monday in August in each year subsequent to the election contemplated by Section 1 of this Article III except that such first annual or special meeting shall not be held until August, 1978. At such meeting, the Delegates shall elect the Board of Governors and transact such other business as may be appropriate. If such meeting shall not be held on the day designated herein for an annual meeting or at any adjournment of such meeting, such election shall be held at a special meeting as soon thereafter as may be convenient. At such special meeting, the Delegates shall elect the Board of Governors and transact such other business with the same force and effect as at an annual meeting duly called and held.

SECTION 4. Special Meetings of Delegates. After the first annual or special meeting, special meetings of Delegates may be called by the President whenever he deems such a meeting advisable and shall be called by the Secretary when so ordered by the Board of Governors or upon the written request of Delegates entitled to not less than twenty-five (25%) percent of all the votes entitled to be cast at such meeting. Such request shall state the purpose or purposes of such meeting and the matter proposed to be acted on thereat. The Secretary shall give notice stating the purpose or purposes of the meeting to all Delegates entitled to vote at such meeting. No special meeting need be called upon the request of Delegates entitled to cast less than fifty (50%) percent of all votes entitled to be cast at such meeting to consider any matter which is substantially the same as the matter voted upon at any meeting of the Delegates held during the preceding twelve months.

SECTION 5. Notice of Delegates' Meeting. Except as otherwise provided by law, notice of each meeting of Delegates, whether annual or special, shall be given not less than ten (10) days, nor more than ninety (90) days before the day on which the meeting is to be held, to the Delegate of each constituent Section within the Community at his last known address, by delivering a written or printed notice thereof to him personally, or by mailing such notice, postage prepaid. Except where expressly required by law, no publication of any notice of a meeting of Members shall be required. Every such notice shall state the time and place of the meeting and shall state briefly the purposes thereof. Notice of any meeting of Delegates shall not be required to be given to any Delegates who shall attend such meeting in person. Notice of any adjourned meeting of the Delegates shall not be required to be given, except when expressly required by law.

SECTION 6. Quorum. At each meeting of the Delegates, representation of a majority of the votes entitled to be cast, in person, shall constitute a quorum for the transaction of business except where otherwise provided by law. In the absence of a quorum, the representatives present in person and entitled to vote, by majority vote, may adjourn the meeting from time to time, until a quorum shall be present or represented. At any such adjourned meeting at which a quorum may be present any business may be transacted which might have been transacted at the meeting as originally called.

SECTION 7. Organization. At each meeting of the Delegates the President, or in his absence, the Vice President, or in the absence of both of them, a Chairman chosen by a majority vote of those votes entitled to be cast, shall act as Chairman, and the Secretary, or in his absence, a person whom the Chairman shall appoint, shall act as Secretary of the meeting.

SECTION 8. Voting. Except as otherwise required by law,

(a) A quorum being present, a majority of all those votes entitled to be cast in person shall be sufficient on those matters which are to be voted upon, except that all votes shall be cast thereon by each Delegate or his representative and not by any individual Member.

(b) Each Delegate or his representative may divide the votes which he represents in any manner which is authorized or otherwise appropriate. He may cast said votes in his discretion in such manner as he deems appropriate to assist in the conduct of the affairs of the Community or the Community Association. The election of the Board of

Governors shall be by ballot. Unless demanded by a Member present in person at such meeting and entitled to vote thereat or determined by the Chairman of the meeting to be advisable, the vote on any other question need not be by ballot.

ARTICLE IV - BOARD OF GOVERNORS

SECTION 1. Number, Qualification and Term of Office.

(a) The first Board of Governors shall be the five (5) persons named in the Certificate of Incorporation of the Community Association who shall serve for a term of two (2) years.

(b) Thereafter, the Board shall consist of seven (7) Governors and Crestwood Village, Inc. shall have the right to vote for and elect not more than six (6) of the seven (7) Governors for so long as no more than two hundred fifty (250) Homes contemplated for the Community have been initially conveyed to individual purchasers.

(c) Crestwood Village, Inc. will have a right to vote for and elect not more than five (5) of the seven (7) Governors, so long as no more than six hundred (600) Homes have been conveyed to individual purchasers.

(d) Crestwood Village Inc. will have a right to vote for and elect not more than four (4) of the seven (7) Governors, so long as no more than eight hundred (800) Homes have been conveyed to individual purchasers.

(e) Crestwood Village, Inc. will have a right to vote for and elect not more than three (3) of the seven (7) Governors, so long as no more than nine hundred fifty (950) Homes have been conveyed to individual purchasers.

(f) In the event that Crestwood Village, Inc. has not surrendered its right to elect a majority of the Governors in accordance with the above provisions within five (5) years from the initial sales in Whiting Village at Crestwood agrees to surrender said right. Further, Crestwood Village, Inc. reserves the right to abandon the right to elect a majority or any of said Governors at any time.

(g) Notwithstanding the surrender by Crestwood Village, Inc. of the right to control Whiting Village at Crestwood through the election of a majority of its Board of Governors as in this paragraph set forth, until Crestwood Village, Inc. has constructed and sold twelve hundred (1200) Homes the Board of Governors is prohibited from taking any action as a Board or on behalf of the Home Owners, that would have the

effect of infringing upon Crestwood Village, Inc.'s right to construct and sell 1200 or to exclude from the enjoyment of the facilities and services of the Community Association any number of Units less than 1200.

SECTION 2. Regular Meetings. Regular meetings of the Board of Governors may be held at such times and places as shall be determined from time to time by a majority of the Governors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Governors shall be given to each Governor, personally, by mail, telephone or telegraph, at least five (5) days prior to the date named for such meeting.

SECTION 3. Special Meetings. Special meetings of the Board of Governors may be called by the President on three (3) days notice to each Governor, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Governors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Governors.

SECTION 4. Waiver of Notice. Before or at any meeting of the Board of Governors, any Governor may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Governor at any meeting of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Governors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

SECTION 5. Quorum. At all meetings of the Board of Governors, a majority of the votes entitled to be cast shall constitute a quorum for the transaction of business, and the acts of the majority of the votes present at a meeting at which a quorum is present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

SECTION 6. Removal of Governors. At any regular or special meeting of the Community Association duly called, any one or more of the Governors, except the appointed Governors may be removed with or without cause by a ninety (90%) percent vote of those votes entitled to be cast and a successor may then and there be elected to fill the vacancy thus created. Any Governors whose removal has been proposed by a Delegate shall be given an opportunity to be heard at the meeting.

SECTION 7. General Powers. The property, affairs and business of the Community shall be managed by the Board of Governors, which shall have all those powers granted to it by law, the Certificate of

Incorporation of the Community Association, and by these By-Laws or any Declaration of Covenants and Restrictions or other instrument which vests any rights or obligations in the Community Association with respect to the Community or otherwise. In addition, it shall have the following powers herein granted or necessarily implied which it shall exercise in its sole discretion.

(a) Employ, by contract or otherwise, a manager or an independent contractor, to oversee, supervise and follow out the responsibilities of the Board of Governors. Said manager or said independent contractor shall be compensated upon such term or terms as the Board deems necessary and proper; and

(b) Employ any person, firm or corporation to repair, maintain and renovate all Community facilities, to seed sod, plant, transplant, prune, fertilize, water, cut, destroy, pull plants up or out, spray substances, put pesticides or other chemical or biological agents in, under or above the water or grounds, grass, trees, streams, waterways, and the right to dam or alter the flow thereon on the community lands; build, erect, repair, maintain and renovate recreation facilities, build, erect, repair, maintain and renovate roads, walks or paths; lay pipes, culverts; bury utilities; put up lights or poles, erect signs and traffic and safety controls of various sorts; and

(c) Employ professional counsel and to obtain advice from persons, firms or corporations such as but not limited to, landscape architects, recreation experts, architects, planners, biologists, lawyers, accountants; and

(d) Employ or contract for water and sewer and supply and resell or lease the same; electricity, gas or other forms of utilities; snow plowing or removal; painting, building, repairing, renovating, remodeling; and

(e) Employ all managerial personnel necessary or enter into a managerial contract for the efficient discharge of the duties of the Board hereunder. Those employees who handle or are responsible for the handling of monies shall be bonded by a fidelity bond.

(f) Investigate, hire, pay, supervise and discharge the personnel necessary to be employed in order to properly maintain and operate the Community property. Compensation for services of such employees (as evidenced by certified payroll) shall be considered an operating expense of Whiting Village at Crestwood.

(g) Cause all facilities, buildings and improvements which it is responsible to maintain, to be maintained according to

accepted standards, including but not limited to, interior and exterior cleaning, painting and decorating, plumbing, steam cleaning, carpentry and such other normal maintenance and repair work as may be necessary.

(h) Take such actions as may be necessary to comply properly with any and all orders or requirements affecting the premises maintained by the Community Association placed hereon by any federal, state, county or municipal authority having jurisdiction thereover and by order of the Board of Fire Underwriters or other similar bodies.

(i) Arrange for maintenance of roads, walkways and parking areas.

(j) Arrange for the removal of refuse.

(k) Arrange for security protection as necessary.

(l) Place and keep in force all insurance coverages required to be maintained by the Community Association, together with the following coverages applicable to the Community Association, its Members and the Property.

(1) Broad form insurance against loss by lightning, windstorm and other risks normally included within extended coverages, insuring all structural portions of the Property together with all service machinery contained therein and covering the interest of the Community Association, the Board of Governors and all Members, in an amount equal to the full replacement value of the buildings, without deduction for depreciation.

All such policies shall provide that adjustment of loss shall be made by the Board of Governors with the approval of the Insurance Trustee, and that the net proceeds thereof, if \$50,000.00 or less, shall be payable to the Board of Governors, and if more than \$50,000.00, shall be payable to the Insurance Trustee.

All policies of physical damage insurance shall, to the extent obtainable, contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insurance, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the insured. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Governors shall obtain a qualified appraisal of the full replacement value of all the Property which the Community Association is responsible to insure, without deduction for depreciation, for the purposes of determining the amount of fire insurance to be effected pursuant to this Section.

(ii) To the extent obtainable, public liability insurance in such limits as the Board of Governors may, from time to time, determine covering each member of the Board of Governors, the managing agent, the manager, and each Member. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Governors shall review such limits once a year. Until the first meeting of the Board of Governors following the first annual meeting of the Delegates, such public liability insurance shall be amounts not less than \$1,000,000 for claims for bodily injury and property damage and in no event shall said coverage be reduced without approval by at least seventy-five (75%) percent of the votes entitled to be cast by the membership.

The Board of Governors shall appoint an Insurance Trustee for the purposes mentioned herein. Said Insurance Trustee shall not be a member of the Community Association, an employee of the Builder or the managing agent, and shall discharge his duties in accordance with these By-Laws. The initial Insurance Trustee shall be Sidney Boyarin, P.O. Box 166, Whiting, N.J., who shall serve at the pleasure of the Board.

(m) Borrow and repay monies, giving notes, mortgages or other security upon such term or terms as it deems necessary; and

(n) Invest and reinvest monies, sue and be sued; collect interest, dividends, capital gains, exercise rights; pay taxes; make and enter into contracts; insure; enter into leases or concessions as to pass good and marketable title without the necessity of any third party seeing to the application of the funds; make and execute any and all proper affidavits for various purposes, including but not limited to, title of real estate; compromise any action without leave of court; insure its own liability for claims against it or for damage to the Community Association, including moral claims; and all other powers contained herein, and those necessary and incidental thereto; and

(o) The power granted to the Board herein to borrow money on a real estate mortgage, pass title to real estate, or purchase real estate shall only be exercised by the Board with the assent of seventy-five (75%) percent of votes entitled to be cast by the membership.

(q) The powers herein granted or necessarily implied shall be construed to favor the broadest discretion of the Board of Governors, except that in addition to all other duties lawfully imposed upon it and the Community Association the Board of Governors shall have the duty to exercise all of such powers as required by law and by subparagraphs (h) and (l) of this Section 7 of Article IV.

SECTION 8. Rules and Regulations. Without limiting the generality of the foregoing, the Board of Governors shall have the right to make reasonable rules and regulations as to the conduct of the Members or occupants with respect to the Community facilities to preserve, protect and enhance the same, to prevent waste, erosion, depletion, to protect plantings, to protect seeded areas, trees, shrubs, grass, bushes, wildlife, water, banks, streams, dams, bridges, fish, birds, to destroy pests and pursuant to such authority to temporarily prohibit the Members or such occupants from the enjoyment of access to or over such Community property and Community facilities for such reasonable periods as the Board, in its sole discretion, shall deem necessary from time to time. The Board shall have the further right, upon the same terms and conditions as set forth in this paragraph to make and enforce reasonable rules for the use of the recreational facilities and the conduct, dress, manner and deportment of the Members, including the scheduling of use and such other rules and regulations as may be necessary for the health, safety and welfare of the users thereof. This power shall be deemed to include the power to bar, limit or charge fees for the use of recreational facilities and to limit their number, time, use or deportment upon the facilities. Action by any manager, or managing agent shall be deemed to be action by the Board.

SECTION 9. Non-Waiver. All the rights, duties and privileges of the Board shall be deemed to be continuing and shall not be exhausted by any single act or series of acts. To the same extent, the failure to use or employ any remedy or right hereunder or hereafter granted shall not preclude its exercise in the future or shall any custom bind the Board.

ARTICLE V - OFFICERS

SECTION 1. Designation. The principal officers of the Community Association shall be a President, a Vice-President, who shall be a member of the Board of Governors, a Secretary and a Treasurer. The Board may also appoint such other Assistant Treasurers and Assistant Secretaries as in their judgment may be necessary. Any two officers, except that of President and Vice-President may be held by one person.

SECTION 2. Election of Officers. The officers of the Community Association shall be elected annually by the Board of Governors at the first Board of Governors meeting following each annual meeting and such officers shall hold office at the pleasure of the Board.

SECTION 3. Removal of Officers. Upon an affirmative vote of a two-thirds majority of the members of the Board of Governors, any officer may be removed, either with or without cause, and his successor

elected at any regular meeting of the Board of Governors, or at any special meeting of the Board called for such purpose.

SECTION 4. President. The President shall be the chief executive officer of the Community Association. He shall preside at all meetings of the Community Association and of the Board of Governors. He shall have all of the general powers and duties which are usually vested to the office of President of the Community Association, including but not limited to the power to appoint committees from among the Members of the Community Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Community Association.

SECTION 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Governors shall appoint some other Member to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Governors.

SECTION 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Governors and the minutes of all meetings of the Delegates of the Community Association. He shall have charge of such books and papers as the Board of Governors may direct; and he shall, in general, perform all the duties incident to the office of the Secretary.

SECTION 7. Treasurer. The Treasurer shall have the responsibility for the Community Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Community Association. He shall be responsible for the deposit of all monies and other valuable effects in the same, and to the credit, of the Community Association in such depositories as may from time to time be designated by the Board of Governors.

SECTION 8. Other Duties and Powers. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Governors.

ARTICLE VI - FISCAL YEAR

The fiscal year of the Community Association shall be on a calendar year basis.

ARTICLE VII - AMENDMENTS

These By-Laws or any of them may be altered, amended or repealed, or new By-Laws may be made, at any meeting of the Community Association duly constituted for such purpose, a quorum being present, by an affirmative vote of seventy-five (75%) percent of the votes entitled to be cast, in person, except that the first annual meeting may not be advanced and the first Board of Governors (including replacements in case of vacancies) may not be removed by reason of any such amendment or repeal.

ARTICLE VIII - ENFORCEMENT

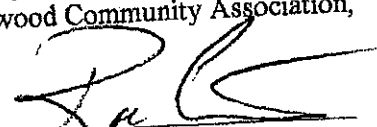
The Community Association shall have the power, at its sole option, to enforce the terms of this instrument or any rule or regulation promulgated pursuant hereto, by any or all of the following: self help; by sending notice to the offending party to cause certain things to be done or undone; by restoring the Community Association to its original position and charging the breaching party with the entire cost or any part thereof; by taking any other action before any court, summary or otherwise, as may be provided by law; by complaint to the duly constituted authorities.

ARTICLE IX - NOTICE

Any notice required to be sent to any Member under the provisions of the Declaration or the Certificate of Incorporation or these By-Laws shall be deemed to have been properly sent, and notice thereby given, delivered personally or when mailed, by regular post, with postage prepaid, addressed to the Member or Owner at the last known post office address of the person who appears as a Member on the records of the Community Association at the time of such mailing. Notice to one of two or more co-owners of a Home shall constitute notice to all co-owners. It shall be the obligation of every member to immediately notify the Secretary of the Community Association in writing of any change of address.

R+R!
Reussille Law Firm
PO Box 580
Red Bank, NJ
07701

Prepared by:
Reussille, Mausner, Carotenuto,
Barger, Kenny & Steel, L.L.C.
Attorneys for Whiting Village at
Crestwood Community Association,
Inc.

By: 
Ronald T. Catelli, Esq.

CERTIFICATE OF AMENDMENT OF BY-LAWS OF
WHITING VILLAGE AT CRESTWOOD COMMUNITY ASSOCIATION, INC.

TO: The Clerk of Ocean County
118 Washington Street
P.O. Box 2191
Toms River, New Jersey

Pursuant to the applicable provisions of the New Jersey Statutes, the undersigned corporation and/or community association, duly organized and existing pursuant to the laws governing the State of New Jersey, submits the following Certificate for the purpose of amending its By-Laws:

WHEREAS, the name of the corporation and/or community association is Whiting Village at Crestwood Community Association, Inc.

WHEREAS, the original By-Laws of Whiting Village at Crestwood Community Association, Inc., were recorded, in the Ocean County Clerk's Office on September 6, 1977, in Deed Book 3644, at Page 373.

WHEREAS, the Board of Trustees of the Condominium Association, as well as the members of the Condominium Association, have determined that it would be in the

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best interest of the Association to amend the By-Laws regarding membership, Trustees, amendments to By-Laws, and related matters.

WHEREAS, an election was held by the Association on April 20, 2005, with an affirmative vote of a majority of those entitled to vote thereon voting in favor of the aforementioned amendments in accordance with the Master Deed and By-Laws.

WHEREAS, a resolution to that effect having been duly adopted by the Board of Trustees of Whiting Village at Crestwood Community Association, Inc., at a regular meeting of the Board held on June 17, 2005.

NOW, THEREFORE, be it RESOLVED, by Whiting Village at Crestwood Community Association, Inc., that the By-Laws of Whiting Village at Crestwood Community Association, Inc., are hereby amended and supplemented as follows:

ARTICLE II - MEMBERSHIP

Section 1. Eligibility

No one person, or consortium of persons such as Real Estate Brokerages, religious groups, state, county, federal or municipal agencies, investment groups, charitable or fraternal organizations, or any cooperative, corporation, limited liability company, trust or any other recognizable entity, may own more than one (1) unit (home) in the Community Association. In the case of married couples or domestic partnerships, in the event the married couple or domestic partners own the unit as Joint Tenants or as Tenants by the Entirety, then neither may own another unit in the Community Association, and in the event a unit is titled in the name of one (1) spouse or partner, the other spouse or partner may not own a unit in the Community Association. The residents of the Community Association shall be, and hereby are, restricted by covenant to residents who (1) are at least fifty-five (55) years of age or older; or (2) in the case of married couples or domestic partnerships, at least one (1) of whom is fifty-five (55) years of age or older; provided, however, that not more than one (1) person nineteen (19) years of age or older may reside with a parent or legal guardian. The intent of this section is to prevent multiple ownership of units with the Community and to ensure that residency in the community is age restricted.

ARTICLE II – MEMBERSHIP

Section 2. Definition of Rights

Every person, firm, association, corporation and/or other legal entity, who is a record owner or co-owner of the fee title to any unit, upon taking title to such unit, shall become a member of the Community Association and shall hereinafter be referred to as a member. Membership in the Community Association shall entitle the casting of the one (1) vote per unit permitted in Section 3, below, on all appropriate occasions. Membership shall also entitle any and all resident members, including their guests or their resident lessees the right to enjoy the clubhouse and use the recreational facilities available to the Community Association, subject to the Rules and Regulations promulgated by the Board of Trustees. Any person, firm, association, corporation or legal entity who holds title or interest in a particular unit merely as a security for the performance of an obligation (including, but not limited to mortgagees or trustees under Deed of trust) shall not be a Member of the Association.

ARTICLE III – ELECTION, ORGANIZATION AND MEETING OF TRUSTEES

Section 1. Election and Term in Office of the Board of Trustees

1.a. Description of the Board of Trustees

The affairs of the Community Association shall be governed by a Board of Trustees composed of seven (7) persons who shall be Permanent Resident Members, at least 55 years of age or older, and not otherwise ineligible to hold such office.

Three (3) Trustees shall be elected on odd numbered calendar years and four (4) Trustees shall be elected in even numbered calendar years; all terms shall be for two (2) years; all trustees shall serve no more than two consecutive terms, but will be eligible to be a candidate for election to a Trustee position after being out of office for a period of one year.

In the event it becomes necessary to reduce the number of Trustees, as permitted in the Certificate of Incorporation and upon a resolution approved by a majority of the Trustees, the Board of Trustees may temporarily reduce this required number of members from seven (7) members to no less than five (5) members. In the event of such a reduced Board, a sufficient number of candidates shall be elected at the next regularly scheduled election to restore the Board to the original seven (7) members. Newly elected Trustees will be sworn in office at the September Annual Meeting of the Community association and shall assume their duties immediately thereafter.

ARTICLE III – ELECTION, ORGANIZATION AND MEETING OF TRUSTEES

Section 1.b. Vacancy

Any vacancy which occurs in the office of Trustees shall be filled by the losing candidate with the most votes from the immediately prior election as certified by the Chairperson of the Election Committee. The Trustee so appointed shall serve for the balance of the un-

expired term of the vacancy. In the event that there is no such losing candidate available, the Trustees shall solicit resumes from volunteers. These volunteers shall be interviewed by the Board and the new Trustee selected by a simple majority vote of the entire Board of Trustees. The Trustee so appointed shall serve only until the next regular election, at which time the term of the Trustee so appointed shall expire and the vacant position filled through the normal elective process.

ARTICLE III – ELECTION, ORGANIZATION AND MEETING OF TRUSTEES
Section 1.c. Election Committee

The Board of Trustees by a majority vote shall appoint an Election Chairperson who shall appoint a committee to conduct the election of the Trustees, serving notice to all members of the Community Association, providing for absentee and on-premises balloting and serving as tellers of the election. Trustees are ineligible to serve on the Election Committee. Such election shall be conducted in accordance with formal procedures adopted by resolution by the Board of Trustees.

ARTICLE IV- BOARD OF TRUSTEES
Section 3. Removal of Trustees

3.a. Majority Vote

At any special meeting of the Community Association duly called, any one or more of the Trustees may be removed with cause by a majority vote of at least 524 of the members of the Community Association including those present or voting by absentee ballot. The procedures cited in Article III, Section 1.b. will be followed to fill the vacancy thus created. Any Trustee whose removal has been proposed shall be given an opportunity to be heard at the meeting.

ARTICLE IV – BOARD OF TRUSTEES
Section 3. Removal of Trustees

3.b. Meetings Missed

Any Trustees missing three or more consecutive meetings at which binding votes may be taken may be removed by a majority vote of the Board of Trustees.

ARTICLE IV – BOARD OF TRUSTEES
Section 3. Removal of Trustees

3.c. Failure to Comply With Assigned Duties

Any Trustee's failure to execute the duties assigned by these By-Laws either willfully or through negligence or without just cause shall result in the immediate removal from the Board of Trustees by a majority vote of the Board.

ARTICLE IV – BOARD OF TRUSTEES

Section 6.a. Age Requirements

The residents of the Community Association shall be, and hereby are, restricted by covenant to residents who (1) are at least fifty-five (55) years of age or older; or (2) in the case of married couples or domestic partnerships, at least one (1) of whom is fifty-five (55) years of age or older; provided, however, that not more than (1) person nineteen (19) years of age or older may reside with a parent or legal guardian. The intent of this section is to ensure that residency in the Community is age restricted.

ARTICLE VII – AMENDMENTS

These By-Laws, or any of them, may be altered or repealed, or new By-Laws may be made, by the affirmative vote of a majority of at least half those members of the Community Association entitled to vote as set forth in Article II, Section 3 (Membership-Allocation of Votes) – i.e., one vote per unit regardless of number of Owners. In this regard, in order for the By-Laws, or any of them, to be altered and/or repealed, or new By-Laws made, a minimum of at least 525 total votes must be cast, and a majority of the total votes cast must affirmatively vote in favor of the proposed change. Such vote is to be cast in person or by absentee ballot. A proposed amendment shall be presented to the membership for vote thereon (1) upon the majority vote of the Board of Trustees, or (2) by petition signed by the owners of at least 15% of the houses in the Community. The proposed amendment shall be accompanied by a notice of a special meeting called for the purpose of voting on the proposed By-Law amendment. Voting on such amendment shall be in person or by absentee ballot. An affirmative vote, by a majority of at least half of those entitled to vote, provided a minimum of at least 525 total votes are cast, shall constitute an adoption of the amendment.

DATED: 7/11/05

Attest:


Helen C. Atkins, Secretary

WHITING VILLAGE AT CRESTWOOD
COMMUNITY ASSOCIATION, INC.

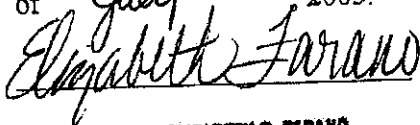
By: 
THOMAS B. SMITH, President

STATE OF NEW JERSEY)
) SS:
COUNTY OF OCEAN)

BE IT REMEMBERED, that on this 11th day of July, 2005,
before me the subscriber, a Notary Public of the State of New Jersey, personally appeared
HELEN C. ATKINS, who, by me, duly sworn on her oath deposes and makes proof to
my satisfaction that she is the Secretary of Whiting Village at Crestwood Community
Association, Inc., named in the within Instrument; that THOMAS B. SMITH is the
President of said Association; that the execution, as well as the making of this Instrument
has been duly authorized by the consent of the members of said Association and that the
seal affixed to said Instrument is the proper corporate seal and was thereto affixed and
said Instrument signed and delivered by the said President, as and for his voluntary act
and deed of said Association in the presence of deponent, who thereupon subscribed his
name thereto attesting witness.


HELEN C. ATKINS, Secretary

Sworn and Subscribed to
before me this 11th day
of July, 2005.



ELIZABETH R. FARANO
A Notary Public of New Jersey
My Commission Expires February 18, 2010

Prepared by:
Samuel Carotenuto
Samuel Carotenuto, Esq.

AMENDMENT TO THE DECLARATION OF
COVENANTS AND RESTRICTIONS
OF
WHITING VILLAGE AT CRESTWOOD COMMUNITY ASSOCIATION
SECTIONS 70, 71, 72 and 73 INCLUSIVE
AS AMENDED AND SUPPLEMENTED

WHEREAS, CRESTWOOD VILLAGE, INC., a New Jersey Corporation having its principal office at P.O. Box 166, Whiting, New Jersey, executed a DECLARATION OF COVENANTS AND RESTRICTIONS dated September 6, 1977, and recorded September 6, 1977, in the Office of the Ocean County Clerk at Book 3644, Page 326 et. seq.; and

WHEREAS, the WHITING VILLAGE AT CRESTWOOD COMMUNITY ASSOCIATION, is desirous of amending and supplementing said DECLARATION OF COVENANTS AND RESTRICTIONS as herein below set forth, and

WHEREAS, an election was held by the Homeowners with more than two-thirds (2/3) voting for the Amendment in accordance with Article IX, Amendments of the DECLARATION OF COVENANTS AND RESTRICTIONS, and

WHEREAS, a resolution to that effect having been duly adopted by the Board of Trustees of WHITING VILLAGE AT CRESTWOOD COMMUNITY ASSOCIATION at a regular meeting of the Board held on February 27, 1989,

NOW THEREFORE, BE IT RESOLVED THAT, Article III PROPERTY RIGHTS IN THE COMMON PROPERTY, Section 4. RESTRICTIONS APPLICABLE TO THE PROPERTY, Paragraph (a) of the DECLARATION OF COVENANTS AND RESTRICTIONS are hereby amended to read as

DB4739-0997

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